

**Product Lines Affected**

|                              |   |                            |   |
|------------------------------|---|----------------------------|---|
| F&C                          | X | PHC (HMO SNP) <sup>4</sup> | X |
| MSC+ <sup>1</sup>            | X | MnCare                     | X |
| PWSHC (HMO SNP) <sup>2</sup> | X | Part D                     |   |
| SNBC <sup>3</sup>            | X | Other                      |   |

Gray text indicates quoted regulatory, statutory, or other language not subject to change

|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
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| <b>Policy Name</b>               | <b>Access to Care</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Policy Number</b>             | <b>CC05</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Origination Date</b>          | October 1, 1999                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Revision Effective Date</b>   | May 2, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Responsible Position</b>      | Utilization Management Manager                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Regulatory Requirement(s)</b> | <p>2024 Minnesota Department of Human Services (DHS) Families and Children contract, articles 2 and 6</p> <p>2024 DHS Minnesota Senior Health Options (MSHO) and Minnesota Senior Care Plus (MSC+) contract, articles 2 and 6</p> <p>2024 DHS Special Needs BasicCare (SNBC) contract, articles 2 and 6</p> <p>Title 42 Code of Federal Regulations (CFR) Parts 422.112, 423.560, 438.114, 438.116, 438.2, and 489.100 – 489.104</p> <p>Centers for Medicare &amp; Medicaid Services (CMS) Medicare Managed Care Manual, Chapter 4, sections 20 and 110</p> <p>MN Stat. sec. 62D.02; 62D.03, subd.4; 62D.08, subd.5; 62D.124; and 62Q.01</p> <p>MN Rules parts 4685.0100; 9505.0085; 4685.1010; 9505.0175, subp. 25; and 9505.0355</p> <p>2024 National Committee for Quality Assurance (NCQA) Standard Network 2</p> |
| <b>Cross-References</b>          | <p>CC03: Out-of-Network Services</p> <p>CC04: Access to Women's Health Care Services</p> <p>CC06: Service Authorizations</p> <p>PS04: Provider Network Adequacy</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

## Policy

Pursuant to the above regulatory authorities and accreditation requirements, PrimeWest Health ensures member access to covered health care services. PrimeWest Health ensures that health care services listed in the Minnesota Department of Human Services (DHS)/PrimeWest Health contracts, Article 6, are available to members during normal business hours to the same extent available to the general population. PrimeWest Health includes an adequate number of hospitals, service locations, service sites, and professional, allied and paramedical personnel for the provision of all covered services and ensures applicable distance, adequate resources, timely access, and appointment availability and waiting times.

Medical Emergency, Post-Stabilization Care, and Urgent Care services are available 24 hours per day, 7 days per week. PrimeWest Health provides a 24-hour-per-day phone number that is answered in-person by a registered nurse.

## Definition(s)

**Authorized representative:** Per DHS contracts, a person who has assumed the responsibilities outlined in and pursuant to Minnesota Rules part 9505.0085, subp. 2. Per Centers for Medicare & Medicaid Services (CMS) Parts C&D Enrollee Grievances, Organization/Coverage Determinations and Appeals Guidance, a

<sup>1</sup>PrimeWest Health's Minnesota Senior Care Plus (MSC+) program for members who have only Medicaid coverage through PrimeWest Health

<sup>2</sup>PrimeWest Health's Minnesota Senior Health Options (MSHO) program for members who have both Medicaid and Medicare coverage through PrimeWest Health

<sup>3</sup>PrimeWest Health's Special Needs BasicCare (SNBC) program for members who have only Medicaid coverage through PrimeWest Health

<sup>4</sup>PrimeWest Health's Special Needs BasicCare (SNBC) program for members who have both Medicaid and Medicare coverage through PrimeWest Health

representative is defined as an individual appointed by an enrollee or other party, or authorized under State or other applicable law, to act on behalf of an enrollee or other party involved in a Grievance, organization determination, or Appeal. Under Part D, as defined in Title 42 Code of Federal Regulations (CFR) Part 423.560 as “appointed representative,” an individual either appointed by an enrollee or authorized under State or other applicable law to act on behalf of the enrollee in filing a Grievance, obtaining a coverage determination, or in dealing with any of the levels of the Appeals process. For both Part C and Part D, the representative has all of the rights and responsibilities of an enrollee or other party, as applicable.

**Enrollee:** A Medical Assistance-eligible or MinnesotaCare-eligible person whose enrollment in the managed care organization (MCO) has been entered into the Medicaid Management Information System (MMIS). Where this contract confers certain rights or obligations that the individual (or a court of law action on the individual's behalf) has conferred to a guardian, conservator, legal representative, or authorized representative, the use of the terms “recipient” or “enrollee” does not preclude the legal or authorized representative from meeting those obligations or exercising those rights, to the extent of the legal or authorized representative's authority. Use of “member” or “PrimeWest Health member” in this policy applies to and has the same meaning as “enrollee” or “recipient” per DHS contract language. (MN Stat. sec. 62D.02 and 62Q.01; and 42 CFR 438.2)

**Managed care organization (MCO):** An entity that has, or is seeking to qualify for, a comprehensive risk contract, and that is the following:

- A. A Federally qualified health maintenance organization (HMO) that meets the advance directive (health care directive) requirements of 42 CFR 489.100 – 489.104; or
- B. Any public or private entity that meets the advance directive (health care directive) requirements and is determined to also meet the following conditions:
  - 1. Makes the service it provides to its medical enrollees as accessible (in terms of timeliness, amount, duration, and scope) as those services are to other Medical Assistance recipients within the entity's service area, and
  - 2. Meets the solvency standards of 42 CFR 438.116.

Use of “PrimeWest Health” in this policy applies to and has the same meaning as “managed care organization (MCO)” per DHS contract language. (MN Stat. secs. 62D.02 and 62Q.01; and 42 CFR 438.2)

**Medical emergency (emergency care):** A medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in:

- A. Placing the physical or mental health of the enrollee (or, with respect to a pregnant woman or her unborn child) in serious jeopardy;
- B. Continuation of severe pain;
- C. Serious impairment to bodily functions;
- D. Serious dysfunction of any bodily organ or part; or
- E. Death.

Labor and delivery is a medical emergency if it meets this definition. The condition of needing a preventive health service is not a medical emergency. Use of “medical emergency” or “emergency care” in this policy per DHS contract language also applies to and has the same meaning per MN Rules part 4685.1010; per MN Rules part 4685.0100 where “emergency care” means medically necessary care that is immediately necessary to preserve life, prevent serious impairment to bodily functions, organs, or parts, or prevent placing the physical or mental health of the enrollee in serious jeopardy; and per **CMS Medicare Managed Care Manual**, Chapter 4 and 42 CFR 438.114, Public Health, Managed Care, Emergency and Post-Stabilization Care Services, where “emergency medical condition” means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson with an average knowledge of health and medicine or is without medical training who draws on their practical experience when making a decision regarding the need to seek emergency medical treatment could reasonably expect the absence of immediate medical attention to result in the following:

- A. Placing the health of the individual (or, with respect to a pregnant person, the health of that person or their unborn child) in serious jeopardy;
- B. Serious impairment to bodily functions; or

C. Serious dysfunction of any bodily organ or part.

**Medical emergency services:** Inpatient and outpatient services covered under DHS contract that are furnished by a provider qualified to furnish emergency services and are needed to evaluate or stabilize an enrollee's medical emergency. Use of medical emergency services in this policy per DHS contract language also applies to and has the same meaning per ***CMS Medicare Managed Care Manual***, Chapter 4 and 42 CFR 438.114, where emergency services means covered inpatient and outpatient services that are the following:

- A. Furnished by a provider qualified to furnish their emergency services; and
- B. Needed to evaluate or stabilize an emergency medical condition.

**Medically necessary or medical necessity:** Pursuant to MN Rules part 9505.0175, subp. 25, a health service that is the following:

- A. Consistent with the enrollee's diagnosis or condition;
- B. Recognized as the prevailing standard or current practice by the provider's peer group; and
- C. Rendered:
  - 1. In response to a life-threatening condition or pain; or
  - 2. To treat an injury, illness or infection; or
  - 3. To treat a condition that could result in physical or mental disability; or
  - 4. To care for the mother and unborn child through the maternity period; or
  - 5. To achieve a level of physical or mental function consistent with prevailing community standards for diagnosis or condition; or
  - 6. As a preventive health service defined under MN Rules part 9505.0355.

Use of "medically necessary" or "medical necessity" in this policy per DHS contract language also applies to and has the same meaning per MN Rules part 4685.0100, where "medically necessary care" means health care services appropriate, in terms of type, frequency, level, setting, and duration, to the enrollee's diagnosis or condition, and diagnostic testing and preventive services. Medically necessary care must meet the following criteria:

- A. Be consistent with generally accepted practice parameters as determined by health care providers in the same or similar general specialty as typically manages the condition, procedure, or treatment at issue; and
- B. Help restore or maintain the enrollee's health; or
- C. Prevent deterioration of the enrollee's condition; or
- D. Prevent the reasonably likely onset of a health problem or detect an incipient problem.

**Post-stabilization care services:** Medically necessary covered services, related to an emergency medical condition, that are provided after an enrollee is stabilized, in order to maintain the stabilized condition, and for which the MCO is responsible when the following is true:

- A. The services are Service Authorized;
- B. The services are provided to maintain the enrollee's stabilized condition within one hour of a request to the MCO for Service Authorization of further post-stabilization care services;
- C. The MCO could not be contacted;
- D. The MCO did not respond to a Service Authorization request within one hour; or
- E. The MCO and treating provider are unable to reach agreement regarding the enrollee's care.

Use of "post-stabilization care services" in this policy, per DHS contract language, also applies to and has the same meaning per 42 CFR 438.114, where "post-stabilization care services" means covered services related to an emergency medical condition that are provided after an enrollee is stabilized in order to maintain the stabilized condition, or, under the circumstances described in paragraph (E) of this section, to improve or resolve the enrollee's condition.

**Primary care:** All health care services and laboratory services customarily furnished by or through a general practitioner, family practice physician, internal medicine physician, obstetrician/gynecologist, geriatrician or pediatrician, or any licensed practitioner as authorized by the State to the extent the furnishing of those services is legally authorized in the state in which the practitioner furnishes them (DHS Families and Children, Minnesota Senior Health Options/Minnesota Senior Care Plus [MSHO/MS+], and Special Needs BasicCare

[SNBC] contracts, article 2). Use of “primary care” in this policy is per DHS contract language, applies the same, and has the same meaning as “primary care” per 42 CFR 438.2.

**Service area:** The Minnesota counties in which PrimeWest Health contracts with DHS to provide health services to people eligible for Minnesota Health Care Programs (MHCP) (DHS Families and Children, MSHO/MSD+, and SNBC contracts, article 2). Use of “service area” in this policy per DHS contract language also applies to and has the same meaning per MN Rules part 4685.1010, where “service area” means the geographic locations in which the HMO is approved by the commissioner to sell its health maintenance products. Geographic locations are identified according to recognized political subdivisions such as cities, counties, and townships.

**Urgent care:** Acute, episodic medical services available on a 24-hour basis that are required in order to prevent a serious deterioration of the health of an enrollee (DHS Families and Children, MSHO/MSD+, and SNBC contracts, article 2). Use of “urgent care” in this policy per DHS contract language also applies to and has the same meaning per **CMS Medicare Managed Care Manual**, Chapter 4, where “urgently-needed services” means covered services that are as follows:

- A. Are not emergency services as defined in this section;
- B. Are provided when an enrollee is temporarily absent from the Medical Assistance plan’s service (or, if applicable, continuation) area, or the plan network is otherwise not available; and
- C. Are medically necessary and immediately required, meaning that:
  - 1. The urgently needed services are a result of an unforeseen illness, injury, or condition; and
  - 2. Given the circumstances, it was not reasonable to obtain the services through the Medical Assistance plan’s participating provider network.

**Urgently needed services:** Covered services that are not emergency services as defined in this section but are medically necessary and immediately required as a result of an unforeseen illness, injury, or condition. (**CMS Medicare Managed Care Manual**, Chapter 4, section 20.2)

## Procedure

- A. Access Standards:** PrimeWest Health shall ensure that its provider network is geographically accessible to members in its service area through the use of an adequate number of hospitals, service locations, service sites, and professional, allied and paramedical personnel to assure provision of all covered services to members. (MN Stat. sec. 62D.124)
1. PrimeWest Health ensures access to covered health care services, including ensuring that emergency care, primary care, specialty care, mental health, and substance use disorder (SUD) services are available and accessible 24 hours per day, 7 days per week, to its members. Contracts with all PrimeWest Health provider networks, including mental health, primary care, and specialty physician services, contracted or otherwise arranged, require the provision of the following:
    - a. Regularly scheduled appointments during normal business hours
    - b. After-hour clinics
    - c. Use of 24-hour answering service with standards for maximum allowable call-back times based on what is medically appropriate to each situation
    - d. Back-up coverage by another participating primary care or specialty care physician. This on-call physician, or an alternative provider, shall be available to members whenever the primary physician is not available.
    - e. Referrals to urgent care centers, where available, and to hospital emergency care (MN Rules part 4685.1010, subp. 2. A. [1] [a – e])
  2. PrimeWest Health utilizes county partners and hospital emergency departments to provide mental health crisis interventions. Mobile crisis services will be a benefit as these services become available. In addition, PrimeWest Health contracts for a nurse information telephone service to provide member access to medical information during times when primary care clinics and mental health services are traditionally not open. This service is available 24 hours a day, 7 days a week.
 

**Primary Care and Mental Health Services.** PrimeWest Health complies with MN Stat. sec. 62D.124, subd. 1, which states the maximum travel distance or time must be the lesser of 30 miles or 30 minutes to the nearest provider for primary care services, mental health services, and general hospital services. PrimeWest Health designates miles as the method used to determine the maximum travel distance for access to care.

    - a. **Specialty Care.** PrimeWest Health contracts with an extensive network of specialty care providers in the PrimeWest Health geographic area in an attempt to guarantee that members have access to specialty care services (MN Stat. sec. 62D.124). Distance is not to exceed the lesser of 60 miles or 60 minutes for all specialty physician services, ancillary services, specialized hospital services, and any other health services.
      - i. **Appointment/Waiting Time:** Appointments for a specialist are made in accordance with the time frame appropriate for the needs of the members, or the State's generally accepted community standards.
      - ii. If a member has been referred for specialty care and PrimeWest Health does not have at least two contracted like-specialists within the lesser of the 60-mile or 60-minutes radius of the member's location, the member may receive approval to go out of network. PrimeWest Health reviews its list of all like-contracted specialists network-wide. If there are at least two contracted like-specialists network-wide, then the request is sent for secondary medical review. The medical reviewer determines if the in-network providers can meet the medical needs of the member. If the answer is "yes," the request is denied by the reviewer. If the answer is "no," the request is approved. If there are not at least two options in network, a Service Authorization for out-of-plan services is granted. The member is informed that at the end of the authorization period, if PrimeWest Health has at least two contracted like-specialists within the lesser of the 60-mile or 60-minute radius of the member, the member is required to choose one of those two specialists for continued care.
    - b. **Emergency Care/Shock Trauma:** All emergency care must be provided on an immediate basis, at the nearest equipped facility available, regardless of PrimeWest Health contract affiliation.
    - c. **General Hospital Services:** PrimeWest Health complies with MN Stat. sec. 62D.124, subd. 1 that states that the maximum travel distance or time must be the lesser of 30 miles or 30

minutes to the nearest provider for primary care services, mental health services, and general hospital services; transport distance must not exceed the lesser of 30 miles or 30 minutes

- d. **Dental, Optometry, Lab, and X-Ray Services:** (DHS contract, article 6.13.5; Families and Children contract, article 6.8.5; MSHO/MSD+ contract, article 6.10.5; SNBC contract)
  - i. Transport Time: Not to exceed the lesser of the 60-mile or 60-minute radius or the State's generally accepted community standards.
  - ii. Appointment/Waiting Time: Not to exceed 60 days for regular appointments and 48 hours for urgent care. For the purposes of this section, regular appointments for dental care are intended to mean preventive care and/or initial appointments for restorative visits.
- e. **Pharmacy Services:** Transport time must not exceed the lesser of the 60-mile or 60-minute radius or the State's generally accepted community standards. (MN Stat. sec. 62D.124)
- f. **Other Services:** The maximum travel distance of the lesser of the 60-mile or 60-minute radius to the nearest provider of specialty physician services, ancillary services, specialized hospital services, and all other health services not listed above. (MN Stat. sec. 62D.124)

- B. **Around-the-Clock Access to Care:** PrimeWest Health makes access to medical emergency services, post-stabilization care services, and urgent care available to members on a 24-hour, 7-day-per-week basis. PrimeWest Health provides a 24-hour, 7-day-per-week telephone number that is answered in-person by a PrimeWest Health contact center staff member or an agent of PrimeWest Health. (Families and Children contract, article 6.13.8; MSHO/MSD+ contract, article 6.8.9; SBNC contract, article 6.11.1)

For life-threatening emergencies, members should call **911** or go to the nearest emergency department. Members presenting for care with life-threatening illness or injury are treated according to medical need without any Service Authorization requirements. Emergency department services when authorized by a practitioner participating within the PrimeWest Health network or other authorized representative are covered. If emergency services are received at a hospital that is not part of PrimeWest Health's network, the member or a representative should call PrimeWest Health at **1-866-431-0801** (toll free) as soon as possible afterwards. The purpose of this notification is to allow for coordination of care that may be required after the emergency department visit.

- C. PrimeWest Health network providers have normal business hours and instructions for after-hours care posted so members can see the instructions from the outside of the clinic. The notice includes office hours and phone numbers for after-hours service. The clinic should also have a recorded telephone message after clinic hours instructing members how to access after-hours care and directing members with a life-threatening situation to hang up and dial **911**. (MN Rules part 4685.1010; Title 42 Code of Federal Regulations [CFR] Part 422.112)
- D. Member information provided upon enrollment tells members how to access care 24 hours a day, 7 days a week, and provides a toll-free telephone number for the nurse information telephone service. Primary care clinic information is also provided upon enrollment. The nurse information telephone service contact information is provided to PrimeWest Health members in the **Member Handbook** and member newsletter, **PrimeLines**.
- E. PrimeWest Health network providers are provided information about the nurse information telephone service.
- F. PrimeWest Health complies with the following general standards for acceptable appointment times:
  - 1. Emergency care: Immediate access to a practitioner upon presenting for care at a clinic or hospital
  - 2. Urgently needed care: Immediate access to a practitioner upon presenting for care at a clinic or hospital
  - 3. Acute care: Same day access, an appointment within 24 hours, or a health care provider's determination that a longer wait is acceptable
  - 4. Non-urgent or non-acute care: Within 1 week or a health care provider's determination that a longer wait is acceptable
  - 5. Physicals or health maintenance exams: Within 4 weeks or a health care provider's determination that a longer wait is acceptable

6. Prenatal care visits: 3 – 4 weeks for the first prenatal visit. Subsequent visits to be scheduled according to the expected visit schedule based on community standards for prenatal care. If the member indicates they are past the first trimester of their pregnancy, the provider should try to schedule the first visit sooner than the standard of 3 – 4 weeks. If the member is calling for their first prenatal visit and indicates they may be in the last trimester of pregnancy, the visit should be scheduled as soon as possible.
7. Minnesota Child and Teen Checkups (C&TC) Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) comply with periodicity schedule for members under age 21.

- G. **Access Survey:** PrimeWest Health monitors access and wait times for scheduling appointments with its primary care, mental health, and specialty care providers on a periodic basis, and no less than every 12 months.

PrimeWest Health participates in all contract-required surveys and quality measurement activities. This includes the following:

1. Consumer Assessment of Healthcare Providers and Systems (CAHPS®) survey
2. Health Effectiveness and Data Information Set (HEDIS®)
3. SNBC Service Accessibility Survey

PrimeWest Health Complaint and Grievance reports are assessed for member dissatisfaction with access to care. Results of these access surveys and complaint reports are reported to the Quality and Care Coordination Committee (QCCC). If an access deficiency is noted or suspected, the PrimeWest Health Chief Senior Medical Director and Quality & Utilization Management department staff investigate further and/or develop an improvement plan, which may include new contracting strategies or individual provider interventions.

- H. **Adding Network Providers:** PrimeWest Health uses reports and member input to identify providers to add to the network.
1. Out-of-network providers are discussed monthly at Utilization Management meetings to see if a particular out-of-network provider with specialized expertise is identified as having services that would be beneficial for the network and beneficiaries. If a provider is identified, PrimeWest Health UM staff notifies the Provider Services Manager, who then contacts the provider to initiate the contracting process.
  2. Members may also contact the Member Services Contact Center or their county case manager to request that a particular provider be added to the PrimeWest Health network; the contracting process is initiated.

- I. **Provider Refusal to Continue Care:** MN Rules part 4685.1010, subp. 2 (H): If a specific PrimeWest Health provider refuses to continue to provide care to a specific PrimeWest Health member, PrimeWest Health shall furnish the member with the name, address, and telephone number of other participating providers in the same area of medical specialty. Examples of reasons for refusal to continue to provide care to a member are: unpaid bills incurred by that individual before enrollment in PrimeWest Health; unpaid copayments or coinsurance incurred by the member after enrollment in PrimeWest Health; a member who is uncooperative or abusive toward the provider; and the inability of the member and the provider to agree on a course of treatment.

If the provider refuses to continue providing care to a specific member, the provider must notify PrimeWest Health and the member in writing with the effective date and reason.

- J. **Emergency Services:** PrimeWest Health pays all claims for emergency services based on service location, not by diagnosis or presenting symptoms. PrimeWest Health does not utilize diagnosis-based screening criteria to determine if a condition was emergent as a part of the claims payment process. Payment for emergency screening and treatment services is not dependent upon timely notification to PrimeWest Health. PrimeWest Health UM staff is not involved in emergency service claims payments.

### **Violation of this Policy or Procedure**

No or only partial adherence to this policy or procedure may result in noncompliance with current regulatory requirements and subsequent penalties to PrimeWest Health. Remediation for violators includes, but is not limited to, disciplinary action up to and including termination depending on the circumstances of the situation at the time.

### **Signatures**



**Medical Director Approval:**

Scott Hegstad, MD  
Chief Senior Medical Director

**Date:** 05/02/2024

**Board Approval:**



Richard Anderson, Chair  
PrimeWest Health Joint Powers Board of Directors

**Date:** 05/02/2024