

Attachment 3 – Performance Standards and Expectations

During the term of this Agreement, Contractor shall meet or exceed the Performance Standards identified in this Attachment. Contractor shall submit the data required by the Performance Standards by the date specified by Covered California. Some of the data required applies to a window of time. Some of the data represents a point in time. This measurement timing is described in more detail in the sections within this Attachment.

Contractor shall monitor and track its performance each month against the Performance Standards and provide Covered California with a detailed Monthly Performance Report in a mutually-agreeable format. Contractor must report on Covered California business only and report Contractor's Enrollees in Covered California for the Individual Exchange separate from Contractor's Enrollees in Covered California for Small Business. Except as otherwise specified below in the Performance Standards Table, the reporting period for each Performance Standard shall be one calendar month. All references to Days shall be calendar days and references to time of day shall be to Pacific Standard Time.

If Contractor fails to meet any Performance Standard in any calendar month (whether or not the failure is excused), Covered California may request and Contractor shall (a) investigate and report on the root cause of the problem; (b) develop a corrective action plan (where applicable); (c) to the extent within Contractor's control, remedy the cause of the performance failure and resume meeting the affected Performance Standards; (d) implement and notify Covered California of measures taken by Contractor to prevent recurrences, if the performance failure is otherwise likely to recur; and (e) make written recommendations to Covered California for improvements in Contractor's procedures.

Performance scores will be determined on an annual basis at the end of each calendar year, based on Contractor's final year-end data for each Performance Standard. Where applicable, performance is assessed for each product (HMO, PPO, EPO) the Contractor offers. Scores are weighted by enrollment in the product for Contractor's with multiple products.

Covered California will provide the Contractor an Initial Contractor Performance Standard Evaluation Report, covering preliminary year end data available, which Covered California will send to Contractor for review no later than February 28th of the following calendar year.

When the results of the Performance Standards are calculated, Covered California will provide Contractor with a Final Contractor Performance Standard Evaluation Report.

If Contractor does not agree with either the Initial or Final Performance Standard Evaluation Report, Contractor may dispute the Report in writing within thirty (30) Days of receipt of that Report. The written notification of dispute shall provide a detailed explanation of the basis for the dispute. Covered California shall review and provide a written response to Contractor's dispute within thirty (30) Days of receipt of Contractor's notification of dispute. If the Contractor still

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disputes the findings of Covered California, Contractor may pursue additional remedies in accordance with Section 13.1 of the Agreement. The Final Contractor Performance Standard Evaluation Report will be posted publicly on Covered California's website.

Contractor shall not be responsible for any failure to meet a Performance Standard if and to the extent that the failure is excused pursuant to Section 13.7 of the Agreement (Force Majeure), or the parties agree that the lack of compliance is due to Covered California's failure to properly or timely perform (or cause to be properly or timely performed) any responsibility, duty, or other obligation under this Agreement, provided that Contractor timely notifies Covered California of the problem and uses commercially reasonable efforts to perform and meet the Performance Standards notwithstanding Covered California's failure to perform or delay in performing.

If Contractor wishes to avail itself of one of these exceptions, Contractor must notify Covered California in its response to the performance report identifying the failure to meet such Performance Standard. This response must include: (a) the identity of the Performance Standard that is subject to the exception, and (b) the circumstances that gave rise to the exception in sufficient detail to permit Covered California to evaluate whether Contractor's claim of exception is valid. Notwithstanding anything to the contrary herein, in no event shall any failure to meet a Customer Satisfaction Performance Standard fall within an exception.

The Parties may adjust, suspend, or add Performance Standards from time to time, upon written agreement of the parties, without an amendment to this contract.

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Performance Standard		Performance Requirements	Contractor Must Submit Data by the 10th of the following month	Measurement Period
1.1	Abandonment Rate	<u>Expectation:</u> No more than 3% of incoming calls abandoned in a calendar month. Divide number of abandoned calls by the number of calls offered to a phone representative.	X	January 1, 2023-December 31, 2023
1.2	Service Level	<u>Expectation:</u> 80% of calls answered in 30 seconds or less.	X	January 1, 2023-December 31, 2023
1.3	Grievance Resolution	<u>Expectation:</u> 99% of Covered California Enrollee grievances resolved within thirty (30) Days of initial receipt. Monthly reporting must include the number and percentage of grievances resolved within thirty (30) Days of receipt. Quarterly reporting must include the following details: The number of grievances reported by the following categories – Quality of Care, Quality of Service, Access and Availability, Benefit Coverage, Medical Necessity, and Other.	X	January 1, 2023-December 31, 2023

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Performance Standard		Performance Requirements	Contractor Must Submit Data by the 10th of the following month	Measurement Period
1.4	Covered California member Email or Written Inquiries Answered and Completed	<u>Expectation:</u> 90% of Covered California member email or written inquiries not relating to Urgent Access to Care issues answered and completed within fifteen (15) business days of the inquiry.	X	January 1, 2023-December 31, 2023
1.5	ID Card Processing Time	<u>Expectation:</u> 99% of ID cards issued within ten (10) business days of receiving complete and accurate enrollment information and binder payment for a specific consumer(s).	X	January 1, 2023-December 31, 2023
1.6	Implementation of Appeals Decisions	<u>Expectation:</u> 90% of Administrative Law Judge decisions will be implemented within ten (10) Days of Contractor's receipt of all necessary data elements from Covered California required to implement the appeals decision.		January 1, 2023-December 31, 2023

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Performance Standard		Performance Requirements	Contractor Must Submit Data by the 10th of the following month	Measurement Period
1.7	834 Processing	<u>Expectation:</u> Covered California will receive a TA1 and 999 file within three (3) business days of receipt of the 834 transaction 95% of the time.		Plan Year 2023, 834 transactions will begin with renewals. October 1, 2022 – September 30, 2024
1.8	834 Generation – Effectuation and Cancellation Transactions	<u>Expectation:</u> Covered California will successfully receive and process effectuation, and cancellation 834 transactions within sixty (60) Days from either the coverage effective date or transaction timestamp, whichever is later 95% of the time.		Plan Year 2023 834 transactions will begin with renewals. October 1, 2022 – September 30, 2024
1.9	834 Generation – Termination Transactions	<u>Expectation:</u> Covered California will receive termination 834 transactions within ten (10) Days of the grace period expiration 95% of the time.		Plan Year 2023 834 transactions will begin with renewals. October 1, 2022 – September 30, 2024

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Performance Standard		Performance Requirements	Contractor Must Submit Data by the 10th of the following month	Measurement Period
1.10	Reconciliation Process	<u>Expectation:</u> Covered California shall receive a comparison reconciliation extract in accordance with the file validations and resolution timelines, as mutually agreed upon in the Reconciliation Process Guide (Extranet, Data Home, Contractor's folder) 90% of the time for accuracy and timeliness.		January 1, 2023-December 31, 2023
1.11	Provider Directory Data Submission	<u>Expectation:</u> Full and regular submission of provider data according to the standards outlined in the Performance Standard contract specific to contract Section 4.4.4. Submissions occur every month pursuant to the submission schedule (Extranet, Plan Home, Resources, Provider Directory Resources, Covered California Provider Data Submission Schedule_Current Year).		January 1, 2023-December 31, 2023
1.12	Essential Community Providers – Section 4.3.4	<u>Expectation:</u> 1. Contractor to demonstrate provider agreements with at least 15% of 340B non-hospital providers in each applicable rating region.		January 1, 2023-December 31, 2023

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Performance Standard	Performance Requirements	Contractor Must Submit Data by the 10th of the following month	Measurement Period
	<p>2. Contractor to demonstrate provider agreements that reflect a mix of essential community providers (hospital and non-hospital) reasonably distributed to serve the low-income, vulnerable, or medically underserved populations.</p> <p>Or meet</p> <p>Alternate Standard Contractor requirements. Refer to Section 4.3.4.</p>		