#### Attachment 14. Performance Standards

During the term of this Agreement, Contractor shall meet or exceed the Performance Standards identified in this Attachment. Contractor shall be responsible for payment of penalties that may be assessed by Covered California with respect to Contractor's failure to meet or exceed the Performance Standards in accordance with the terms set forth at Section 6.1 of the Agreement and in this Attachment.

The assessment of penalties by Covered California shall be determined on an annual basis in accordance with the computation methodology set forth in this Attachment. The total amount at risk with respect to Contractor's failure to comply with the Performance Standards is equal to ten percent (10%), and may not exceed ten percent (10%), of the total Participation Fee that is payable to Covered California in accordance with the terms set forth in Section 5.1.3 of the Agreement for the Individual Market. Additionally, the amount of Contractor's penalty shall be offset by any credit that is provided in the event that Contractor exceeds a Performance Standard in a separate category or if Covered California fails to meet its Performance Standards as described below. Credits from one category may be used to offset penalties in that category, or applied to offset penalties assessed in another category.

Covered California must also comply with the Performance Standards as described in Group 4. In the event that Covered California does not satisfy a Performance Standard, based on the final calendar year-end data, Covered California shall provide credits to Contractor which will be applied to any penalties accrued to Contractor. Such credits may reduce up to fifteen percent (15%) of Contractor's performance penalties that may be assessed. In no event shall the total credits to Contractor exceed the total amount of the performance penalty owed to Covered California by Contractor.

Covered California will calculate penalties and credits at the end of each calendar year, based on Contractor's final year-end data for each performance standard beginning with Group 1 and 2, and Covered California's final year-end data for Group 4. Covered California's calculations will be provided to Contractor through the Initial Contractor Performance Standard Evaluation Report, covering Groups 1, 2, and 4, which Covered California will send to Contractor for review no later than February 28<sup>th</sup> of the following calendar year.

Contractor shall submit the data required by the Performance Standards for Group 3, 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 "Covered California Performance Standards for Contractor" tables within this attachment.

When the results of Group 3 are received by Covered California, Contractor's final results will be calculated. Covered California will then provide Contractor with a Final Contractor Performance Standard Evaluation Report, along with an invoice, within 60 calendar days of receipt of the Group 3 data requirements.

Contractor shall remit payment to Covered California within 30 calendar days of receiving the Final Contractor Performance Measurement Evaluation Report and invoice.

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) calendar 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) calendar days of receipt of Contractor's notification of dispute. If the Contractor still disputes the findings of Covered California, Contractor may pursue additional remedies in accordance with Section 12.1 of the Agreement.

Any amounts collected as performance penalties under this Attachment must be used to support Covered California operations.

Call Center Operations Performance Standards Reporting - Group 1 - Customer Service and Group 2 - Operational, Performance Standards 1.1 - 1.5, and 2.1 - 2.5.

Monthly Performance Report: Contractor shall monitor and track its performance each month against the Performance Standards set forth herein. Contractor shall provide detailed supporting information (as mutually agreed by the parties) for each Monthly Performance Report to Covered California in electronic format. Contractor shall report on Covered California business only and shall report Contractor's Enrollees in Covered California for the Individual Exchange separate from Contractor's Enrollees in Covered California for Small Business.

#### **Measurement Rules:**

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.

#### **Performance Standards:**

- General The Performance Standards Table sets forth the categories of Performance Standards and their associated measurements. In performing its services under this Agreement, Contractor shall use commercially reasonable efforts to meet or exceed the Performance Standards.
- 2) Root Cause Analysis/Corrective Action 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.
- 3) Performance Standard Exceptions 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 12.7 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.

Covered California must also comply with the Performance Standards to the extent that such standards are applicable to Covered California's operations.

- 4) Agreed Adjustments/Service Level Relief 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.
- 5) Performance Defaults Failure of the Contractor to meet the performance standards shall grant Covered California the authority to assess penalties where applicable, or require that the Contractor provide and implement a corrective action plan.
- 6) Credits For certain measures of the performance standards set forth in the Performance Standards Table, Contractor will have the opportunity to earn credit for performance that exceeds the Performance Standards. The Credits shall be used to offset (i.e., reduce) any penalties that are imposed during any Contract Year.
- 7) Performance Tables The Performance Standards are set forth in the tables below, titled Covered California Performance Standards for Contractor.

# Performance Standards Reporting-Group 3 - Quality, Network Management and Delivery System Reform, Performance Standards 3.1 - 3.9

QHP Issuers are required by CMS annually to collect and submit third-party validated QRS measure data, for the previous measurement year that will be used by CMS to calculate QHP scores and ratings. These measures will be determined by CMS. Covered California will publicly report the QRS scores and ratings that are produced by CMS, and reserves the right to produce additional QRS scores from the CMS data for public release. QRS scores are based on surveys of both individual market and Covered California for Small Business Enrollees for those products offered in both marketplaces. Performance penalties will be calculated using the PMPM for individual market only.

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.

# Performance Standards Reporting – Group 5 - Dental Quality Alliance (DQA) Pediatric Measure Set

Contractor shall annually report on the Performance Standards for dental in Group 5. Reporting will be on embedded pediatric dental for each Plan Year. Contractor must submit this report by April 30th of the following calendar year.

# **Group 1: Customer Service Performance Standards**

For Plan Year 2021 all Performance Standards are to be measured with a 15% total Performance Penalty at risk or credit.<sup>1</sup> Contractor shall submit all Group 1 data by the 10<sup>th</sup> of the following month with the exception of 1.3 Implementation of Appeals Decisions.

	Performance Standard	Performance Requirements	
1.1	Abandonment Rate (%) 3% of total performance penalty	Divide number of abandoned calls by the number of calls offered to a phone representative.	
	for this Group.	Expectation: No more than 3% of incoming calls abandoned in a calendar month.	
		Performance Level: >3% abandoned: 3% performance penalty. 2-3% abandoned: no penalty. <2% abandoned: 3% performance credit.	
1.2	Service Level	Expectation: 80% of calls answered in 30 seconds or less.	
	3% of total performance penalty for this Group.	Performance Level: <80%: 3% performance penalty. 80%-90%: no penalty. >90%: 3% performance credit.	
1.3	Implementation of Appeals Decisions	Expectation: 90% of Administrative Law Judge decisions will be implemented within ten (10) days of Contractor's receipt of	
	2021 Measurement Period:	all necessary data elements from Covered California required to implement the appeals decision.	
	January 1, 2021 – December 31, 2021	Performance Level: <90% implemented within 10 days: 3%	
	3% of total performance penalty for this Group.	performance penalty. 90% or greater implemented within 10 days: no penalty. 90% or greater implemented within 5 days: 3% performance credit.	
1.4	Grievance Resolution	Expectation: 95% of Covered California enrollee grievances resolved within 30 days of initial receipt.	
	3% of total performance penalty for this Group.	Performance Level: <95% resolved within 30 days of initial receipt: 3% performance penalty. 95% or greater resolved within 30 days of initial receipt: no penalty. 95% or greater resolved within 15 days of initial receipt: 3% performance credit.	
1.5	Covered California member Email or Written Inquiries Answered and Completed 3% of total performance penalty	Expectation: 90% of Covered California member email or written inquiries not relating to Urgent Access to Care issues answered and completed within 15 business days of the inquiry.	
		Performance Level: <90%: 3% performance penalty. 90-95%: no penalty. >95% in 15 days: 3% performance credit.	

<sup>&</sup>lt;sup>1</sup> Total performance penalty at risk or credit is below 100% in 2021 due to deletions and additions of performance standards resulting in a net loss to the total. The total percent at risk in 2021 will be 95%.

# **Group 2: Operational Performance Standards**

For Plan Year 2021 all Performance Standards are to be measured with a 35% total Performance Penalty at risk or credit.<sup>1</sup>

	Performance Standard	Performance Requirements
2.1	ID Card Processing Time  5% of total performance penalty for this Group.  Contractor shall submit data by the 10 <sup>th</sup> of the following month.	Expectation: 99% of ID cards issued within 10 business days of receiving complete and accurate enrollment information and binder payment for a specific consumer(s)  Performance Level: <99%: 5% performance penalty.
2.2	834 Processing  Measurement Period:  Plan Year 2021, 834 transactions will begin with renewals.  October 1, 2020 – December 31, 2021  5% of total performance penalty for this Group.	Expectation: Covered California will receive a TA1 or 999 file, or both as appropriate within three business days of receipt of the 834 transaction 95% of the time.  Performance Level: <95%: 5% performance penalty.
2.3	834 Generation  Measurement Period: Plan Year 2021, 834 transactions will begin with renewals. October 1, 2020 – December 31, 2021 5% of total performance penalty for this Group.	Expectation:  a) Covered California will successfully receive and process effectuation, and cancellation 834 transactions within 60 days from either the coverage effective date or transaction timestamp, whichever is later 95% of the time.  b) Covered California will receive termination 834 transactions within ten days of the grace period expiration 95% of the time.  Performance Level:  a) <95%: 2.5% performance penalty.  b) <95%: 2.5% performance penalty.

<sup>&</sup>lt;sup>1</sup> Total performance penalty at risk or credit is below 100% in 2021 due to deletions and additions of performance standards resulting in a net loss to the total. The total percent at risk in 2021 will be 95%.

# **Group 2: Operational Performance Standards**

For Plan Year 2021 all Performance Standards are to be measured with a 35% total Performance Penalty at risk or credit.<sup>1</sup>

	Performance Standard	Performance Requirements
2.4	Reconciliation Process  10% of total performance penalty for this Group.	Expectation: 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.  Performance Level: <90%: 10% performance penalty.
2.5	Data Submission specific to contract Section 3.4.4 Provider Directory and Attachment 7, Section 2.02 Data Submission.  10% of total performance penalty for this Group.	Expectation: Full and regular submission of data according to the standards outlined in the Performance Standard contract and Attachment 7 citations.  Performance Level:  a) Incomplete, irregular, late or non-useable submission of provider data: 5% penalty of total performance requirement. Full and regular submission according to the formats specified and useable by Covered California. Submissions occur every month pursuant to the submission schedule (Extranet, Plan Home, Resources, Provider Directory Resources, Covered California Provider Data Submission Schedule_Current Year): no penalty.  b) Incomplete, irregular, late or non-useable submission of HEI data: 5% penalty of total performance requirement. Full and regular submission according to the formats specified and useable by Covered California within 5 business days of each monthly reporting cycle: no penalty.

<sup>&</sup>lt;sup>1</sup> Total performance penalty at risk or credit is below 100% in 2021 due to deletions and additions of performance standards resulting in a net loss to the total. The total percent at risk in 2021 will be 95%.

# **Group 3: Covered California Performance Standards**

# **Quality, Network Management and Delivery System Standards**

45% of Total Performance Penalty or Credit<sup>1</sup> for Measurement Year 2021 and Thereafter

Covered California and Contractor shall work together to periodically review and adjust the specific measures consistent with any applicable Federal regulations. For Performance Standards 3.4a, 3.4b, 3.8, and 3.9, mutually agreed upon performance goals will be pre-determined and documented in Contractor's Quality Improvement Strategy prior to the start of the performance year.

	Performance Standard	Performance Requirements
3.1	Quality Rating System (QRS) - Clinical Effectiveness Rating; related to Attachment 7, Section 2.01. 3.5% of total performance penalty for this Group.	Expectation: Rating Clinical Effectiveness Rating (product type reporting):  Performance Level: The percentile score will be based on the QRS performance benchmarks supplied by CMS or adjusted, as appropriate, by Covered California.  1-2 Stars: 3.5% performance penalty.  3 Stars: no penalty.  4-5 Stars: 3.5% performance credit.
3.2	Quality Rating System (QRS) QHP Enrollee Survey Summary Rating; related to Attachment 7, Section 2.01. 3.5% of total performance penalty for this Group.	Expectation: - QHP Enrollee Survey Summary Rating - (product type reporting)  Performance Level: The percentile score will be based on the QRS performance benchmarks supplied by CMS or adjusted, as appropriate, by Covered California.  1-2 Stars: 3.5% performance penalty.  3 Stars: no penalty.  4-5 Stars: 3.5% performance credit.

<sup>&</sup>lt;sup>1</sup> Total performance penalty at risk or credit is below 100% in 2021 due to deletions and additions of performance standards resulting in a net loss to the total. The total percent at risk in 2021 will be 95%.

# **Group 3: Covered California Performance Standards**

# **Quality, Network Management and Delivery System Standards**

45% of Total Performance Penalty or Credit<sup>1</sup> for Measurement Year 2021 and Thereafter

Covered California and Contractor shall work together to periodically review and adjust the specific measures consistent with any applicable Federal regulations. For Performance Standards 3.4a, 3.4b, 3.8, and 3.9, mutually agreed upon performance goals will be pre-determined and documented in Contractor's Quality Improvement Strategy prior to the start of the performance year.

	Performance Standard	Performance Requirements
3.3	Essential Community Providers – Article 3, Section 3.3.3  10% of total performance penalty for Group 3	Expectation: Contractor shall maintain a network that includes a sufficient geographic distribution of care, including essential community providers, and other providers, to provide reasonable and timely access to Covered Services for low income, vulnerable, or medically underserved populations in regions served by Contractor.
		Contractor to demonstrate provider agreements with at least 15% of 340B non-hospital providers in each applicable rating region.
		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.
		Performance Level:
		Does not meet ECP Standards: 10% penalty.
		Improvement in meeting ECP Standards: no penalty.  Meets ECP Standards for timely access to network providers, 15% 340B non-hospital provider agreements, demonstrated ECP provider agreements: 10% credit.
		Alternate Standard Contractor
		Expectation: Contractor to produce access map to demonstrate low income, medically underserved enrollee access to health care services. Low income, vulnerable, or medically underserved individuals shall be defined as those Covered California enrollees who fall below 200 percent of the Federal Poverty Level (FPL). Maps shall demonstrate the extent to which provider sites are accessible to and have

<sup>&</sup>lt;sup>1</sup> Total performance penalty at risk or credit is below 100% in 2021 due to deletions and additions of performance standards resulting in a net loss to the total. The total percent at risk in 2021 will be 95%.

# **Group 3: Covered California Performance Standards**

# **Quality, Network Management and Delivery System Standards**

45% of Total Performance Penalty or Credit<sup>1</sup> for Measurement Year 2021 and Thereafter

Covered California and Contractor shall work together to periodically review and adjust the specific measures consistent with any applicable Federal regulations. For Performance Standards 3.4a, 3.4b, 3.8, and 3.9, mutually agreed upon performance goals will be pre-determined and documented in Contractor's Quality Improvement Strategy prior to the start of the performance year.

Performance Standard	Performance Requirements	
Essential Community Providers – Article 3, Section	services that meet the needs of specific underserved populations, including:	
3.3.3 (continued)	Individuals with HIV/AIDS	
	American Indians and Alaska Natives	
	<ul> <li>Low income and underserved individuals seeking women's health and reproductive health services.</li> </ul>	
	Other specific populations served by Essential Community Providers in the service area such as STD Clinics, Tuberculosis Clinics, Hemophilia Treatment Centers, Black Lung Clinics and other entities that serve predominantly low income, medically underserved individuals.	
	Performance Level: Alternate Standard Contractors shall not be eligible for performance credits, nor shall they be subject to performance penalties. Submission of the above required mapping is a contract compliance requirement.	

<sup>&</sup>lt;sup>1</sup> Total performance penalty at risk or credit is below 100% in 2021 due to deletions and additions of performance standards resulting in a net loss to the total. The total percent at risk in 2021 will be 95%.

Definitions for Group 3 Performance Standards: Reducing Health Disparities a) and b), Network Design Based on Quality, Primary Care a) b) and c), Integrated Healthcare Models, Appropriate Use of C-Sections, and Hospital Safety:

Measurement Year: The calendar year that activity being assessed is performed

Reporting Year: The calendar year that performance data is reported to Covered California

Assessment Year: The calendar year that performance data is evaluated and Measurement Year performance level is determined

# **Quality, Network Management and Delivery System Standards**

45% of Total Performance Penalty or Credit<sup>1</sup> for Measurement Year 2021 and Thereafter

Covered California and Contractor shall work together to periodically review and adjust the specific measures consistent with any applicable Federal regulations. For Performance Standards 3.4a, 3.4b, 3.8, and 3.9, mutually agreed upon performance goals will be pre-determined and documented in Contractor's Quality Improvement Strategy prior to the start of the performance year.

#### **Performance Standard**

#### 3.4a) Reducing Health Disparities – Attachment 7, Article 3, Sections 3.01 and 3.02 – 2% of total performance penalty for Group 3

Contractor will meet intermediate milestones for self-reported racial or ethnic identity by the end of 2018 and will meet the target of 80% self-reported racial or ethnic identity by the end of 2019. Contractor will continue to meet the 80% target during Measurement Year 2020 and 2021.

Baseline data was used to set an incremental target for 2018 based on information submitted in 2016, 2017, and 2018 via the Applications for Certification for 2017, 2018, and 2019. Data will be submitted by Contractor in a run chart demonstrating improvement in the percentage of self-reported identity compared to baseline reported.

	Performance Requirements							
Measurement Year 2017	Measurement Year 2017 Measurement Year 2018 Measurement Year 2019 Measurement Year 2020 Measurement Year 202							
No Assessment for Measurement Year 2017.	Expectation: Meet 2018 intermediate milestone for self-reported racial or ethnic identify by the end of 2018.	Expectation: Meet target of 80% self-reported racial or ethnic identify by the end of 2019.	Expectation: Meet or continue to meet target of 80% self-reported racial or ethnic identity for Measurement Year 2020.	Expectation: Meet or continue to meet target of 80% self-reported racial or ethnic identity for Measurement Year 2021.				

<sup>&</sup>lt;sup>1</sup> Total performance penalty at risk or credit is below 100% in 2021 due to deletions and additions of performance standards resulting in a net loss to the total. The total percent at risk in 2021 will be 95%.

# **Quality, Network Management and Delivery System Standards**

45% of Total Performance Penalty or Credit<sup>1</sup> for Measurement Year 2021 and Thereafter

Covered California and Contractor shall work together to periodically review and adjust the specific measures consistent with any applicable Federal regulations. For Performance Standards 3.4a, 3.4b, 3.8, and 3.9, mutually agreed upon performance goals will be pre-determined and documented in Contractor's Quality Improvement Strategy prior to the start of the performance year.

Performance Requirements – 3.4a) Continued						
Measurement Year 2018 Performance Levels:	Measurement Year 2019 Performance Levels:	Measurement Year 2020 Performance Levels:	Measurement Year 2021 Performance Levels:			
Contractor achieves no improvement in self-reported identity from baseline: 2% penalty  Contractor shows improvement in self-reported identity, but does not meet incremental target by end of 2018: No penalty  Contractor achieves incremental target for self-	Contractor achieves no improvement in self-reported identity from 2018 and does not meet 80% target: 2% penalty  Contractor achieves improvement in self-reported identity, but does not meet 80% target: No penalty  Contractor achieves 80% target for self-reported	Contractor does not meet 80% target for self-reported identity: 2% penalty  Contractor achieves 80% target for self-reported identity: 2% credit	Contractor does not meet 80% target for self-reported identity: 2% penalty  Contractor achieves 80% target for self-reported identity: 2% credit			
reported identity by end of 2018: 2% credit	identity by end of 2019: 2% credit					

<sup>&</sup>lt;sup>1</sup> Total performance penalty at risk or credit is below 100% in 2021 due to deletions and additions of performance standards resulting in a net loss to the total. The total percent at risk in 2021 will be 95%.

# **Quality, Network Management and Delivery System Standards**

45% of Total Performance Penalty or Credit<sup>1</sup> for Measurement Year 2021 and Thereafter

Covered California and Contractor shall work together to periodically review and adjust the specific measures consistent with any applicable Federal regulations. For Performance Standards 3.4a, 3.4b, 3.8, and 3.9, mutually agreed upon performance goals will be pre-determined and documented in Contractor's Quality Improvement Strategy prior to the start of the performance year.

#### **Performance Standard**

3.4b) Reducing Health Disparities – Attachment 7, Article 3, Sections 3.01 and 3.02 – 3% of total performance penalty for Group 3

Contractor reports required metrics across all lines of business excluding Medicare for diabetes, asthma, hypertension, and depression by race/ethnicity. Covered California and Contractor will select at least one, but not more than two, disparity measures against which performance in 2021 will be assessed. If the Contractor selects two disparities measures for setting 2021 performance targets, the performance level will be assessed at 1.5% for each measure. Performance will be measured based upon the mutually-agreed upon milestones in the final, Disparity Intervention Proposal which shall be incorporated into this Attachment 14 without an amendment to the Contract.

#### **Performance Requirements** Measurement Year 2021 Measurement Year 2017 Measurement Year 2018 Measurement Year 2019 Measurement Year 2020 No Assessment for No Assessment for No Assessment for Performance Levels: Performance Levels: Measurement Year 2017 Measurement Year 2018 Measurement Year 2019 Contractor does not select Contractor does not meet at least one disparity mutually agreed upon measure for reduction or milestone(s) selected for the 2021 disparity reduction does not meet mutually target: 3% penalty agreed upon milestone(s) selected for the 2020 Contractor meets mutually disparity reduction target: agreed upon milestone(s) 3% penalty selected for the 2021 Contractor meets mutually disparity target: 3% credit agreed upon milestone(s) selected for the 2020 disparity target: 3% credit

<sup>&</sup>lt;sup>1</sup> Total performance penalty at risk or credit is below 100% in 2021 due to deletions and additions of performance standards resulting in a net loss to the total. The total percent at risk in 2021 will be 95%.

# **Quality, Network Management and Delivery System Standards**

45% of Total Performance Penalty or Credit<sup>1</sup> for Measurement Year 2021 and Thereafter

Covered California and Contractor shall work together to periodically review and adjust the specific measures consistent with any applicable Federal regulations. For Performance Standards 3.4a, 3.4b, 3.8, and 3.9, mutually agreed upon performance goals will be pre-determined and documented in Contractor's Quality Improvement Strategy prior to the start of the performance year.

#### **Performance Standard**

3.5 Network Design Based on Quality - Attachment 7, Article 1, Section 1.02 - 4% of total performance penalty for Group 3

Contractor shall include quality criteria into its Covered California network development, with a phased approach starting in plan year 2017 and continuing in plan years 2018, 2019, 2020 and 2021.

# **Performance Requirements**

#### Measurement Year 2017

Expectation: Describe valid inclusion of quality criteria into Covered California network development and begin implementation of criteria

#### Performance Levels:

Contractor is unable to describe valid inclusion of quality criteria into Covered California network development by end of year 2017: 4% penalty

Contractor reports strategy for inclusion of quality criteria in all networks offered to Covered California enrollees, and demonstrates

#### Measurement Year 2018

Expectation: Describe valid inclusion of quality criteria into Covered California network development and begin implementation of criteria

#### Performance Levels:

Contractor is unable to describe valid inclusion of quality criteria into Covered California network development by end of year 2018: 4% penalty

Contractor submits report showing that quality criteria for all provider types has been applied to at least part of each Covered California network offered to

#### **Measurement Year 2019**

Expectation: Describe valid inclusion of quality criteria into Covered California network development and begin implementation of criteria

#### Performance Levels:

Contractor is unable to describe valid inclusion of quality criteria into Covered California network development by end of year 2019: 4% penalty

Contractor submits report showing that quality criteria for all provider types has been applied to at least part of each Covered California network offered to Covered

#### **Measurement Year 2020**

Expectation: Describe valid inclusion of quality criteria into Covered California network development and begin implementation of criteria

Performance Levels:
Contractor submits report
and is unable to describe
valid inclusion of quality
criteria into Covered
California network
development for all provider
types by the end of 2020 or
has not reviewed any
providers against
established quality metrics:
4% penalty

#### Measurement Year 2021

Expectation: Describe valid inclusion of quality criteria into Covered California network development and evaluation and make progress on implementation of criteria including the exclusion of outlier poor performing hospitals as defined by Covered California in Attachment 7

# Performance Levels: Contractor submits report that demonstrates that no action has been taken on addressing outlier poor performing hospitals: 4% penalty

<sup>&</sup>lt;sup>1</sup> Total performance penalty at risk or credit is below 100% in 2021 due to deletions and additions of performance standards resulting in a net loss to the total. The total percent at risk in 2021 will be 95%.

# **Quality, Network Management and Delivery System Standards**

45% of Total Performance Penalty or Credit<sup>1</sup> for Measurement Year 2021 and Thereafter

Covered California and Contractor shall work together to periodically review and adjust the specific measures consistent with any applicable Federal regulations. For Performance Standards 3.4a, 3.4b, 3.8, and 3.9, mutually agreed upon performance goals will be pre-determined and documented in Contractor's Quality Improvement Strategy prior to the start of the performance year.

# Performance Requirements - 3.5 Continued

# Measurement Year 2017

Performance Levels: implementation of criteria by end of year 2017: No penalty

Contractor reports strategy for inclusion of quality criteria in all networks offered to Covered California enrollees. demonstrates implementation of criteria by end of 2017, and submits documentation that contracted hospitals have been notified in 2017 of expectation to meet targets for appropriate use of C-Section and reduction in Hospital Acquired Conditions by the end of 2019: 4% credit

# **Measurement Year 2018**

Performance Levels:

Covered California enrollees by end of 2018; report shows that providers have been reviewed against established quality metrics and providers not meeting metrics either have a corrective action plan to improve or have been removed from networks: No penalty

Contractor submits a report showing that quality criteria for all provider types has been applied to 100% of each Covered California network offered to Covered California enrollees by the end of 2018; report shows

# Measurement Year 2019

Performance Levels:

California enrollees by end of 2019; report shows that those providers that have been reviewed against established quality metrics and providers not meeting metrics either have a corrective action plan to improve or have been removed from networks: No penalty

Contractor submits a report showing that quality criteria for all provider types has been applied to 100% of each Covered California network offered to Covered California enrollees by the end of 2019; report shows that provider have been

# Measurement Year 2020

Performance Levels:

Contractor submits report showing that quality criteria for all provider types has been applied to at least part of each Covered California network offered to enrollees by the end of 2020; report shows that those providers that have been reviewed against established quality metrics and providers not meeting metrics either have a corrective action plan to improve or have been removed from networks: No penalty

Contractor submits a report showing that quality criteria for all provider types has been applied to 100% of each Covered California network offered to enrollees by the end of 2020; report

## Measurement Year 2021

Performance Levels:

Contractor submits a report showing that outlier poor performing hospitals that have not demonstrated improvement, despite a corrective action plan or other documented improvement process, have been removed from network or Contractor has provided justification for continued inclusion of outlier poor performing hospitals in network: 4% credit

<sup>&</sup>lt;sup>1</sup> Total performance penalty at risk or credit is below 100% in 2021 due to deletions and additions of performance standards resulting in a net loss to the total. The total percent at risk in 2021 will be 95%.

# **Quality, Network Management and Delivery System Standards**

45% of Total Performance Penalty or Credit<sup>1</sup> for Measurement Year 2021 and Thereafter

Covered California and Contractor shall work together to periodically review and adjust the specific measures consistent with any applicable Federal regulations. For Performance Standards 3.4a, 3.4b, 3.8, and 3.9, mutually agreed upon performance goals will be pre-determined and documented in Contractor's Quality Improvement Strategy prior to the start of the performance year.

4% credit

#### Performance Requirements - 3.5 Continued Measurement Year 2018 Measurement Year 2019 Measurement Year 2020 Performance Levels: Performance Levels: Performance Levels: that providers have been shows that providers have reviewed against reviewed against established quality metrics been reviewed against and those not meeting established quality metrics established quality metrics and those not meeting metrics either have a and those not meeting metrics either have a corrective action plan to metrics either have a corrective action plan to improve or have been corrective action plan to improve or have been removed from network: improve or have been

removed from network:

4% credit

removed from network:

4% credit

<sup>&</sup>lt;sup>1</sup> Total performance penalty at risk or credit is below 100% in 2021 due to deletions and additions of performance standards resulting in a net loss to the total. The total percent at risk in 2021 will be 95%.

# **Quality, Network Management and Delivery System Standards**

45% of Total Performance Penalty or Credit<sup>1</sup> for Measurement Year 2021 and Thereafter

Covered California and Contractor shall work together to periodically review and adjust the specific measures consistent with any applicable Federal regulations. For Performance Standards 3.4a, 3.4b, 3.8, and 3.9, mutually agreed upon performance goals will be pre-determined and documented in Contractor's Quality Improvement Strategy prior to the start of the performance year.

#### **Performance Standard**

3.6a) Primary Care - Attachment 7, Article 4, Section 4.01 and 4.02 - 2% of total performance penalty for Group 3

95% of members in Contractor's Covered California products will select or be assigned to a primary care clinician beginning with enrollment effective January 2017. Contractor will submit this percent each year following the end of the measurement year.

#### **Performance Requirements**

#### **Measurement Year 2017**

Expectation: 95% of members in Covered California products will select or be assigned to a primary care clinician for Plan Year 2017

#### Performance Levels:

Contractor reports less than 95% of Covered California members in Plan Year 2017 have selected or been provisionally assigned a primary care clinician: 2% penalty

Contractor reports 95% or more of Covered California members in Plan Year 2017 have selected or been provisionally assigned a primary care clinician: 2% credit

#### **Measurement Year 2018**

Expectation: 95% of members in Covered California products will select or be assigned to a primary care clinician for Plan Year 2018

#### Performance Levels:

Contractor reports less than 95% of Covered California members in Plan Year 2018 have selected or been provisionally assigned a primary care clinician: 2% penalty

Contractor reports 95% or more of Covered California members in Plan Year 2018 have selected or been provisionally assigned a primary care clinician: 2% credit

#### **Measurement Year 2019**

Expectation: 95% of members in Covered California products will select or be assigned to a primary care clinician for Plan Year 2019

#### Performance Levels:

Contractor reports less than 95% of Covered California members in Plan Year 2019 have selected or been provisionally assigned a primary care clinician: 2% penalty

Contractor reports 95% or more of Covered California members in Plan Year 2019 have selected or been provisionally assigned a primary care clinician: 2% credit

# Measurement Year 2020

Expectation: 95% of members in Covered California products will select or be assigned to a primary care clinician for Plan Year 2020

#### Performance Levels:

Contractor reports less than 95% of Covered California members in Plan Year 2020 have selected or been provisionally assigned a primary care clinician: 2% penalty

Contractor reports 95% or more of Covered California members in Plan Year 2020 have selected or been provisionally assigned a primary care clinician: 2% credit

#### **Measurement Year 2021**

Expectation: 95% of members in Covered California products will select or be assigned to a primary care clinician for Plan Year 2021

#### Performance Levels:

Contractor reports less than 95% of Covered California members in Plan Year 2021 have selected or been provisionally assigned a primary care clinician: 2% penalty

Contractor reports 95% or more of Covered California members in Plan Year 2021 have selected or been provisionally assigned a primary care clinician: 2% credit

<sup>&</sup>lt;sup>1</sup> Total performance penalty at risk or credit is below 100% in 2021 due to deletions and additions of performance standards resulting in a net loss to the total. The total percent at risk in 2021 will be 95%.

# **Quality, Network Management and Delivery System Standards**

45% of Total Performance Penalty or Credit<sup>1</sup> for Measurement Year 2021 and Thereafter

Covered California and Contractor shall work together to periodically review and adjust the specific measures consistent with any applicable Federal regulations. For Performance Standards 3.4a, 3.4b, 3.8, and 3.9, mutually agreed upon performance goals will be pre-determined and documented in Contractor's Quality Improvement Strategy prior to the start of the performance year.

#### **Performance Standard**

## 3.6b) Primary Care - Attachment 7, Article 4, Section 4.01 and 4.02 - 3% of total performance penalty for Group 3

Contractor describes a payment strategy for adoption and progressive expansion among Providers caring for Enrollees that creates a business case for Primary Care Providers (PCPs) to adopt accessible, data-driven, team-based care.

Data from Measurement Year 2020 providing the percent of PCPs paid under the new payment strategy will be compared to Measurement Year 2019 data. Data from Measurement Year 2021 providing the percent of PCPs paid under the new payment strategy will be compared to Measurement Year 2020 data.

# **Performance Requirements**

#### Measurement Year 2017

Expectation: Describe payment strategy and begin re-contracting by end of Plan Year 2017

#### Performance Levels:

Contractor does not provide description of payment strategy or reports no PCPs contracted based on new payment strategy: 3% penalty

Contractor provides description of payment strategy and reports more than 0% but less than 10% of PCPs contracted under

#### Measurement Year 2018

Expectation: Describe payment strategy and begin re-contracting by end of Plan Year 2018.

#### Performance Levels:

Contractor does not provide description of payment strategy or reports no PCPs contracted based on new payment strategy: 3% penalty

Contractor provides description of payment strategy and reports more than 0% but less than 10% of PCPs

## **Measurement Year 2019**

Expectation: Describe payment strategy and begin re-contracting by end of Plan Year 2019.

#### Performance Levels:

Contractor does not provide description of payment strategy or reports no PCPs contracted based on new payment strategy: 3% penalty

Contractor provides description of payment strategy and reports more than 0% but less than 10% of PCPs contracted under

#### Measurement Year 2020

Expectation: Describe payment strategy and make further progress in recontracting by end of Plan Year 2020.

#### Performance Levels:

Contractor reports no increase in the percentage of PCPs contracted under new payment strategy compared to Measurement Year 2019: 3% penalty

Contractor reports an increase of more than 0% but less than 10% in the percentage of PCPs

#### Measurement Year 2021

Expectation: Describe payment strategy and make further progress in recontracting by end of Plan Year 2021.

#### Performance Levels:

Contractor reports no increase in the percentage of PCPs contracted under new payment strategy compared to Measurement Year 2020: 3% penalty

Contractor reports an increase of more than 0% but less than 10% in the percentage of PCPs

<sup>&</sup>lt;sup>1</sup> Total performance penalty at risk or credit is below 100% in 2021 due to deletions and additions of performance standards resulting in a net loss to the total. The total percent at risk in 2021 will be 95%.

# **Quality, Network Management and Delivery System Standards**

45% of Total Performance Penalty or Credit<sup>1</sup> for Measurement Year 2021 and Thereafter

Covered California and Contractor shall work together to periodically review and adjust the specific measures consistent with any applicable Federal regulations. For Performance Standards 3.4a, 3.4b, 3.8, and 3.9, mutually agreed upon performance goals will be pre-determined and documented in Contractor's Quality Improvement Strategy prior to the start of the performance year.

# Performance Requirements - 3.6b) Continued

# Measurement Year 2017 Performance Levels:

new payment strategy: No penalty

Contractor provides description of payment strategy and reports 10% or more of PCPs contracted under new payment strategy: 3% credit

# Measurement Year 2018 Performance Levels:

contracted under new payment strategy: No penalty

Contractor provides description of payment strategy and reports 10% or more of PCPs contracted under new payment strategy: 3% credit

# Measurement Year 2019

<u>Performance Levels:</u> new payment strategy: No penalty

Contractor provides description of payment strategy and reports 10% or more of PCPs contracted under new payment strategy: 3% credit

#### Measurement Year 2020

Performance Levels: contracted under new payment strategy compared to Measurement Year 2019: No penalty

Contractor reports an increase of 10% or more in the percentage of PCPs contracted under new payment strategy compared to Measurement Year 2019: 3% credit

# Measurement Year 2021 Performance Levels:

contracted under new payment strategy compared to Measurement Year 2020:

No penalty

Contractor reports an increase of 10% or more in the percentage of PCPs contracted under new payment strategy compared to Measurement Year 2020: 3% credit

<sup>&</sup>lt;sup>1</sup> Total performance penalty at risk or credit is below 100% in 2021 due to deletions and additions of performance standards resulting in a net loss to the total. The total percent at risk in 2021 will be 95%.

# **Quality, Network Management and Delivery System Standards**

45% of Total Performance Penalty or Credit<sup>1</sup> for Measurement Year 2021 and Thereafter

Covered California and Contractor shall work together to periodically review and adjust the specific measures consistent with any applicable Federal regulations. For Performance Standards 3.4a, 3.4b, 3.8, and 3.9, mutually agreed upon performance goals will be pre-determined and documented in Contractor's Quality Improvement Strategy prior to the start of the performance year.

#### **Performance Standard**

#### 3.6c) Primary Care – Attachment 7, Article 4, Section 4.01 and 4.02 – 3% of total performance penalty for Group 3

Contractor increases the percentage of membership assigned to or obtaining care from Providers who meet standards for redesigned primary care through PCMH recognition or certification with NCQA, The Joint Commission, AAAHC, or URAC.

Baseline will be identified using data from Measurement Year 2018. Data from Measurement Year 2019 providing the percent of membership attributed or assigned to PCMHs will be compared to baseline reported. Data from Measurement Year 2020 providing the percent of membership attributed or assigned to PCMHs will be compared to Measurement Year 2019 data.

#### **Performance Requirements Measurement Year Measurement Year Measurement Year 2019** Measurement Year 2020 Measurement Year 2021 2017 2018 **Expectation: Contractor Expectation: Contractor** No Assessment for Plan Year 2021. Contractor will continue to No Assessment for No Assessment for increases the percentage of increases the percentage of Plan Year 2017. Plan Year 2018. membership attributed or membership assigned to or report the percent of membership assigned to providers who meet obtaining care from providers assigned to or obtaining care standards for redesigned primary who meet standards for from PCMHs. care through PCMH recognition redesigned primary care through or certification with NCQA, The PCMH recognition or certification Joint Commission, or AAAHC. with NCQA. The Joint Commission, or AAAHC. Performance Levels: Performance Levels: Contractor reports no increase in the percentage of memberships Contractor reports no increase in attributed or assigned to PCMHs: the percentage of memberships 3% penalty assigned to or obtaining care from PCMHs compared to Measurement Year 2019: 3% penalty

<sup>&</sup>lt;sup>1</sup> Total performance penalty at risk or credit is below 100% in 2021 due to deletions and additions of performance standards resulting in a net loss to the total. The total percent at risk in 2021 will be 95%.

# **Quality, Network Management and Delivery System Standards**

45% of Total Performance Penalty or Credit<sup>1</sup> for Measurement Year 2021 and Thereafter

Covered California and Contractor shall work together to periodically review and adjust the specific measures consistent with any applicable Federal regulations. For Performance Standards 3.4a, 3.4b, 3.8, and 3.9, mutually agreed upon performance goals will be pre-determined and documented in Contractor's Quality Improvement Strategy prior to the start of the performance year.

Performance Requirements – 3.6c) Continued					
	Measurement Year 2019 Performance Levels: Contractor reports an increase of more than 0% but less than 10% in membership attributed or assigned to a PCMHs: No penalty Contractor reports an increase of 10% or more in membership attributed or assigned to PCMHs: 3% credit	Measurement Year 2020 Performance Levels: Contractor reports an increase of more than 0% but less than 10% in membership assigned to or obtaining care from PCMHs compared to Measurement Year 2019: No penalty Contractor reports an increase of 10% or more in membership assigned to or obtaining care from PCMHs compared to Measurement Year 2019, or reports 90% or greater membership obtaining care from PCMHs: 3% credit			

<sup>&</sup>lt;sup>1</sup> Total performance penalty at risk or credit is below 100% in 2021 due to deletions and additions of performance standards resulting in a net loss to the total. The total percent at risk in 2021 will be 95%.

# **Quality, Network Management and Delivery System Standards**

45% of Total Performance Penalty or Credit<sup>1</sup> for Measurement Year 2021 and Thereafter

Covered California and Contractor shall work together to periodically review and adjust the specific measures consistent with any applicable Federal regulations. For Performance Standards 3.4a, 3.4b, 3.8, and 3.9, mutually agreed upon performance goals will be pre-determined and documented in Contractor's Quality Improvement Strategy prior to the start of the performance year.

#### Performance Standard

# 3.7 Accountable Care Organizations (ACOs) – Attachment 7, Article 4, Section 4.03 – 5% of total performance penalty for Group 3

Contractor increases Covered California enrollment in ACOs (previously referred to as integrated healthcare models).

Baseline identified from data reported in Measurement Year 2017 and 2018. Data from Measurement Year 2019 providing the percentage of Covered California membership in ACOs will be compared to baseline reported. Data from Measurement Year 2020 will be compared to Measurement Year 2019 data. Data from Measurement Year 2021 will be compared to Measurement Year 2020 data.

This performance standard is not applicable to issuers with fully integrated systems where 100% of their membership is attributed or assigned to integrated delivery systems (IDS) or ACOs for both the baseline measurement year and the performance measurement year.

#### **Performance Requirements** Measurement Year 2020 Measurement Year 2021 **Measurement Year Measurement Year** Measurement Year 2019 2017 2018 **Expectation: Contractor** Expectation: Contractor Expectation: Contractor No Assessment for No Assessment for increases the percentage of increases the percentage of increases the percentage of enrollment in IHMs by the end of Plan Year 2017 Plan Year 2018 enrollment in ACOs by the end of enrollment in ACOs by the end of 2019. 2020. 2021. Performance Levels: Performance Levels: Performance Levels: Contractor reports no increase in Contractor reports no increase in Contractor reports no increase in the percentage of membership the percentage of membership the percentage of membership attributed or assigned to IHMs: attributed or assigned to ACOs attributed or assigned to ACOs 5% penalty compared to Measurement Year compared to Measurement Year 2019: 5% penalty 2020: 5% penalty Contractor reports an increase of more than 0% but less than 10% Contractor reports an increase of Contractor reports an increase of more than 0% but less than 10% more than 0% but less than 10% in membership attributed or in membership attributed or in membership attributed or assigned to IHMs: No penalty Contractor reports an increase of assigned to ACOs compared to assigned to ACOs compared to Measurement Year 2019: No Measurement Year 2020: No 10% or more in membership penalty penalty

<sup>&</sup>lt;sup>1</sup> Total performance penalty at risk or credit is below 100% in 2021 due to deletions and additions of performance standards resulting in a net loss to the total. The total percent at risk in 2021 will be 95%.

#### **Quality, Network Management and Delivery System Standards** 45% of Total Performance Penalty or Credit<sup>1</sup> for Measurement Year 2021 and Thereafter Covered California and Contractor shall work together to periodically review and adjust the specific measures consistent with any applicable Federal regulations. For Performance Standards 3.4a, 3.4b, 3.8, and 3.9, mutually agreed upon performance goals will be pre-determined and documented in Contractor's Quality Improvement Strategy prior to the start of the performance year. Performance Requirements - 3.7 Continued Measurement Year 2019 Measurement Year 2020 Measurement Year 2021 Performance Levels: Performance Levels: Performance Levels: attributed or assigned to IHMs: Contractor reports an increase of Contractor reports an increase of 5% credit 10% or more in membership 10% or more in membership attributed or assigned to ACOs attributed or assigned to ACOs compared to Measurement Year compared to Measurement Year 2019: 5% credit 2020: 5% credit

<sup>&</sup>lt;sup>1</sup> Total performance penalty at risk or credit is below 100% in 2021 due to deletions and additions of performance standards resulting in a net loss to the total. The total percent at risk in 2021 will be 95%.

# **Quality, Network Management and Delivery System Standards**

45% of Total Performance Penalty or Credit<sup>1</sup> for Measurement Year 2021 and Thereafter

Covered California and Contractor shall work together to periodically review and adjust the specific measures consistent with any applicable Federal regulations. For Performance Standards 3.4a, 3.4b, 3.8, and 3.9, mutually agreed upon performance goals will be pre-determined and documented in Contractor's Quality Improvement Strategy prior to the start of the performance year.

#### **Performance Standard**

3.8 Appropriate Use of C-Sections – Attachment 7, Article 5, Section 5.03 – 4.5% of total performance penalty for Group 3

Contractor shall adopt new payment strategies for physicians and hospitals such that payment is structured to support only medically necessary care and there is no financial incentive to perform NTSV C-sections.

	Performance Requirements						
Measurement Year	Measurement Year	Measurement Year 2019	Measurement Year 2020	Measurement Year 2021			
No Assessment for Plan Year 2017	2018  No Assessment for Plan Year 2018	Expectation: All physicians and hospitals are re-contracted with new payment structure by the end of 2019.	Expectation: All physicians and hospitals are re-contracted with new payment structure by the end of 2020.	Expectation: All physicians and hospitals are re-contracted with new payment structure by the end of 2021.			
		Performance Levels: Contractor is unable to demonstrate that >33% of physicians and hospitals have been re-contracted to not incentivize NTSV C-section: 4.5% penalty	Performance Levels: Contractor is unable to demonstrate that >50% of physicians and hospitals have been re-contracted to not incentivize NTSV C-section: 4.5% penalty	Performance Levels: Contractor is unable to demonstrate that >50% of physicians and hospitals have been re-contracted to not incentivize NTSV C-section: 4.5% penalty			
		Contractor demonstrates that 33% to 66% of physicians and hospitals have been recontracted to not incentivize NTSV C-section: No penalty	Contractor demonstrates that ≥50% to <80% of physicians and hospitals have been recontracted to not incentivize NTSV C-sections: No penalty	Contractor demonstrates that ≥50% to <80% of physicians and hospitals have been recontracted to not incentivize NTSV C-sections: No penalty			
		Contractor demonstrates that >66% of physicians and hospitals have been re-contracted to not incentivize NTSV C-section: 4.5% credit	Contractor demonstrates that ≥80% of physicians and hospitals have been re-contracted to not incentivize NTSV C-sections: 4.5% credit	Contractor demonstrates that ≥80% of physicians and hospitals have been re-contracted to not incentivize NTSV C-sections: 4.5% credit			

<sup>&</sup>lt;sup>1</sup> Total performance penalty at risk or credit is below 100% in 2021 due to deletions and additions of performance standards resulting in a net loss to the total. The total percent at risk in 2021 will be 95%.

# **Quality, Network Management and Delivery System Standards**

45% of Total Performance Penalty or Credit<sup>1</sup> for Measurement Year 2021 and Thereafter

Covered California and Contractor shall work together to periodically review and adjust the specific measures consistent with any applicable Federal regulations. For Performance Standards 3.4a, 3.4b, 3.8, and 3.9, mutually agreed upon performance goals will be pre-determined and documented in Contractor's Quality Improvement Strategy prior to the start of the performance year.

# **Performance Standard**

# 3.9 Hospital Safety - Attachment 7, Article 5, Section 5.02 - 4.5% of total performance penalty for Group 3

Contractor shall adopt a payment strategy that places at least 2% of payments to hospitals in Covered California networks either at risk or subject to a bonus payment for quality performance. Contractor may structure this strategy according to its own priorities, with the exception that if the Contractor uses readmissions measure, it shall not be the only measure.

Contractor shall report on its strategy and progress on adoption of the payment strategy annually.

# **Performance Requirements**

Performance Requirements						
Measurement Year	Measurement Year	Measurement Year 2019	Measurement Year 2020	Measurement Year 2021		
2017 No Assessment for Plan Year 2017	2018 No Assessment for Plan Year 2018	Expectation: At least 2% of payments to hospitals in Covered California network(s) are at-risk for quality performance by year-end 2019.	Expectation: At least 2% of payments to hospitals in Covered California network(s) are at-risk for quality performance by year-end 2020.	Expectation: At least 2% of payments to hospitals in Covered California network(s) are at-risk for quality performance by year-end 2021.		
		Performance Levels: Contractor is unable to demonstrate that at least 25% of hospitals have been recontracted with at least 2% of payment either at risk or subject to a bonus payment for quality performance: 4.5% penalty  Contractor demonstrates that >25% to <75% of hospitals have	Performance Levels: Contractor demonstrates a <10% increase in the number of hospitals that have been re- contracted compared to Measurement Year 2019: 4.5% penalty  Contractor demonstrates a≥10% to <15% increase in the number of hospitals that have been re-	Performance Levels: Contractor demonstrates a <10% increase in the number of hospitals that have been re- contracted compared to Measurement Year 2020: 4.5% penalty  Contractor demonstrates a ≥10% to <15% increase in the number of hospitals that have		
		been recontracted with at least 2% of payment either at risk or subject to a bonus payment for quality performance: No penalty	contracted compared to Measurement Year 2019: No penalty	been re-contracted compared to Measurement Year 2020: No penalty		

<sup>&</sup>lt;sup>1</sup> Total performance penalty at risk or credit is below 100% in 2021 due to deletions and additions of performance standards resulting in a net loss to the total. The total percent at risk in 2021 will be 95%.

# **Quality, Network Management and Delivery System Standards** 45% of Total Performance Penalty or Credit<sup>1</sup> for Measurement Year 2021 and Thereafter

Covered California and Contractor shall work Performance Standards 3.4a, 3.4b, 3.8, and 3	.9, mutually agreed upon performance goals v Strategy prior to the start of the p	will be pre-determined and documented performance year.			
	Performance Requirements – 3.9 Continued				
	Measurement Year 2019  Performance Levels:	Measurement Year 2020 <u>Performance Levels:</u>	Measurement Year 2021  Performance Levels:		
	Contractor demonstrates that at least 75% of hospitals have been recontracted with at least 2% of payment either at risk or subject to a bonus payment for quality performance: 4.5% credit	Contractor demonstrates a ≥15% increase in the number of hospitals that have been recontracted compared to Measurement Year 2019: 4.5% credit	Contractor demonstrates a ≥15% increase in the number of hospitals that have been recontracted compared to Measurement Year 2020: 4.5% credit		

<sup>&</sup>lt;sup>1</sup> Total performance penalty at risk or credit is below 100% in 2021 due to deletions and additions of performance standards resulting in a net loss to the total. The total percent at risk in 2021 will be 95%.

# **Group 4: Covered California Performance Standards for Covered California**

For Plan Year 2021 all Performance Standards are to be measured with a 15% total Performance Penalty at risk or credit <sup>1</sup>.

Customer Service Measures		Covered California Performance Requirements				
4.1	Service Level	Expectation: 80% of calls answered in 30 seconds or less.				
	3.75% of total performance credit for this Group.	Performance Level: <80%: 3.75% performance credit. 80%-90%: no credit. >90%: 3.75% reduction in performance credit.				
4.2	Abandonment Rate (%) 3.75% of total performance credit	Divide number of calls abandoned by the number of calls offered to a phone representative.				
	for this Group.	Expectation: No more than 3% of incoming calls are abandoned in a calendar month.				
		Performance Level: >3% abandoned: 3.75% performance credit. 2-3% abandoned: no credit. <2% abandoned: 3.75% reduction in performance credit.				
4.3	Implementation of Appeals Decisions	Expectation: 90% of all Administrative Law Decisions are submitted by Covered California to Contractor for implementation within 20 days of receipt from the California				
	2021 Measurement Period:	Department of Social Services.				
	January 1, 2021 – December 31, 2021	Performance Level: <90% submitted within 20 days: 3.75%				
	3.75% of total performance credit for this Group.	performance credit; 90% or greater submitted within 20 days: no credit; 90% or greater submitted within 5 days: 3.75% reduction in performance credit				
4.4	Complaint Resolution for Covered California	Expectation: 95% of Enrollee complaints resolved within 30 days.				
	3.75% of total performance credit for this Group.	Performance Level: <95% resolved within 30 days: 3.75% performance credit. 95% or greater resolved within 30 days: no credit. 95% or greater resolved within 15 days: 3.75% reduction in performance credit				

# **Group 5: Dental Quality Alliance (DQA) Pediatric Measure Set**

Contractor shall annually submit the required Covered California data for Group 5. No penalties or credits will be assessed for Group 5 in 2021.

Pilot Period: January 1, 2021 – December 31, 2021

					000	
Measure		Description	Numerator	Denominator	QDP Performance Rate	Expectation
5.1	Utilization of Services	Percentage of all enrolled children aged 0 - 1 who received at least one dental service within the reporting year.	Unduplicated number of enrolled children aged 0 – 1 who received at least one dental service.	Unduplicated number of all enrolled children aged .0 - 1	NUM/DEN	10%
5.2	Utilization of Services	Percentage of all enrolled children aged 2 – under age 19 who received at least one dental service within the reporting year.	Unduplicated number of enrolled children aged 2 – under 19 who received at least one dental service.	Unduplicated number of all enrolled children aged 2 – under age 19.	NUM/DEN	50%
5.3	Oral Evaluation	Percentage of enrolled children under age 19 who received a comprehensive or periodic oral evaluation within the reporting year.	Unduplicated number of enrolled children under age 19 who received a comprehensive or periodic oral evaluation as a dental service.	Unduplicated number of enrolled children under age19.	NUM/DEN	50%
5.4	Sealants in 10 year olds	Percentage of enrolled children, who have ever received sealants on a permanent first molar tooth: (1) at least one sealant and (2) all four molars sealed by 10 <sup>th</sup> birthdate.	Unduplicated number of enrolled children who ever received sealants on a permanent first molar tooth: (1) at least one sealant and (2) all four molars sealed.	Unduplicated number of enrolled children with their 10 <sup>th</sup> birthdate in measurement year. Exclude children who received treatment (restorations, extractions, endodontic, prosthodontic, and other dental treatments) on all four first permanent	NUM1/DEN; NUM2/DEN (after exclusions)	40%

# **Group 5: Dental Quality Alliance (DQA) Pediatric Measure Set**

Contractor shall annually submit the required Covered California data for Group 5. No penalties or credits will be assessed for Group 5 in 2021.

Pilot Period: January 1, 2021 – December 31, 2021

	Measure	Description	Numerator	Denominator	QDP Performance Rate	Expectation
				molars in the 48 months prior to the 10 <sup>th</sup> birthdate.		
5.5	Sealants in 15 year olds	Percentage of enrolled children, who have ever received sealants on a permanent second molar tooth: (1) at least one sealant and (2) all four molars sealed by the 15th birthdate.	Unduplicated number of enrolled children who ever received sealants on a permanent second molar tooth: (1) at least one sealant and (2) all four molars sealed.	Unduplicated number of enrolled children with their 15 <sup>th</sup> birthdate in measurement year. Exclude children who received treatment (restorations, extractions, endodontic, prosthodontic, and other dental treatments) on all four second permanent molars in the 48 months prior to the 15 <sup>th</sup> birthdate.	NUM1/DEN; Num2/DEN (after exclusions)	40%
5.6	Topical Fluoride for Children at Elevated Caries Risk	Percentage of enrolled children aged 1-18 years who are at "elevated" risk (i.e. "moderate" or "high") who received at least 2 topical fluoride applications within the reporting year.	Unduplicated number of enrolled children aged 1-18 years who are at "elevated" risk (i.e. "moderate" or "high") who received at least 2 topical fluoride applications as a dental service.	Unduplicated number of enrolled children aged 1-18 years at "elevated" risk (i.e. "moderate" or "high").	NUM/DEN	50%

# **Group 5: Dental Quality Alliance (DQA) Pediatric Measure Set**

Contractor shall annually submit the required Covered California data for Group 5. No penalties or credits will be assessed for Group 5 in 2021.

Pilot Period: January 1, 2021 - December 31, 2021

	Measure	Description	Numerator	Denominator	QDP Performance Rate	Expectation
5.7	Ambulatory Care Sensitive Emergency Department Visits for Dental Caries in Children	Number of emergency department (ED) visits for caries- related reasons per 100,000 member months for all enrolled children.	Number of ED visits with caries-related diagnosis code among all enrolled children.	All member months for enrollees 0 through 18 years during the reporting year.	(NUM/DEN) x 100,000	Monitoring until claims data is received
5.8	Follow-Up After ED Visit by Children for Dental Caries	The percentage of caries-related emergency department visits among children 0 through 18 years in the reporting year for which the member visited a dentist within 7 days of the ED visit.	Number of caries- related ED visits in the reporting year for which the member visited a dentist within 7 days (NUM) of the ED visit.	Number of caries-related ED visits in the reporting year.	NUM/DEN	Monitoring until claims data is received
5.9	Follow-Up After ED Visit by Children for Dental Caries	The percentage of caries-related emergency department visits among children 0 through 18 years in the reporting year for which the member visited a dentist within 30 days of the ED visit.	Number of caries- related ED visits in the reporting year for which the member visited a dentist within 30 days (NUM) of the ED visit.	Number of caries-related ED visits in the reporting year.	NUM/DEN	Monitoring until claims data is received