

Attachment 14. Performance Standards

During the term of this Agreement, Contractor shall meet or exceed the Performance Standards identified in this Attachment. For those Performance Standards with Penalties, Contractor shall be responsible for payment of penalties for Contractor's failure to meet the Performance Standards in accordance with the terms set forth at Section 6.1 of the Agreement and in this Attachment 14. 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.

As specified below, certain Performance Standards are subject to penalties. The total amount at risk is equal to three percent (3%) of the total Participation Fee that is payable to Covered California for Covered California for Small Business (At-Risk Amount). Penalties 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. The amount of penalty will be reduced by any credit Contractor receives. 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 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, along with an invoice, within 60 calendar days of receipt of the Performance Standards data requirements. Contractor shall remit payment to Covered California within 30 calendar days of receiving the Final Contractor Performance Measurement Evaluation Report and invoice. No penalties or credits will be assessed in 2017 – 2022.

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.

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.

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 and Expectations

No penalties or credits will be assessed in 2017 – 2022.

Performance Standard		Performance Requirements	Contractor Must Submit Data by the 10th of the following month	Measurement Period
1.1	Abandonment Rate (%)	<p><u>Expectation:</u> No more than 3% of incoming calls abandoned in a calendar month.</p> <p>Divide number of abandoned calls by the number of calls offered to a phone representative.</p>	X	January 1, 2022-December 31, 2022
1.2	Service Level	<p><u>Expectation:</u> 80% of calls answered in 30 seconds or less.</p>	X	January 1, 2022-December 31, 2022
1.3	Grievance Resolution	<p><u>Expectation:</u> 95% of Covered California enrollee grievances resolved within 30 days of initial receipt.</p>	X	January 1, 2022-December 31, 2022
1.4	Covered California member Email or Written Inquiries Answered and Completed.	<p><u>Expectation:</u> 90% of Covered California member email or written inquiries answered and completed within 15 business days of the inquiry. Does not include appeals or grievances.</p>	X	January 1, 2022-December 31, 2022

Performance Standards and Expectations

Performance Standard		Performance Requirements	Contractor Must Submit Data by the 10th of the following month	Measurement Period
1.5	ID Card Processing Time	For Small Business: <u>Expectation:</u> 99% of ID cards issued within 10 business days of receipt of complete and accurate enrollment information for a specific consumer(s).	X	January 1, 2022-December 31, 2022
1.6	Provider Directory Data Submission 1.6 Provider Directory Data Submission requirement will be waived for 2022.	<u>Expectation:</u> Full and regular submission of provider data according to the standards outlined in the Performance Standard contract specific to contract Section 3.4.4. 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, 2022-December 31, 2022

Performance Standards with Penalties

Health Evidence Initiative (HEI) Data

Definitions for Performance Standard 2.1

Incomplete: A file or part of a file is missing, or critical data elements are not provided.

Irregular: Unexpected file or data element formatting, or record volumes or data element counts / sums deviate significantly from historical submission patterns for the data supplier.

Late: Data is submitted on a date later than the supplier's agreed-upon submission date (i.e., between the 5th and 15th of the month) plus five business days.

Non-Usable: HEI Vendor cannot successfully include submitted data in its database build, or HEI Vendor's or Covered CA's analysts determine that critical components of the submitted data cannot be used or relied upon in subsequent analytic work.

No penalties or credits will be assessed in 2017 – 2022.

Performance Standard	Performance Requirements
<p>2.1</p> <p>HEI Data Submission specific to Attachment 7, Section 15.01 Data Submission.</p>	<p>Expectation: Full and regular submission of data according to the standards outlined in the Attachment 7 citations. The Contractor must work with Covered California and HEI vendor to ensure accuracy of data variables on an ongoing basis.</p> <p>Performance Levels:</p> <ol style="list-style-type: none"> 1. Incomplete, irregular, late or non-useable submission of HEI data: 3% penalty of total performance requirement. Failure to submit required financials (e.g., allowed, copay, coinsurance, and deductible amounts) or dental claims covered under medical benefits constitutes incomplete submission. 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. 2. Inpatient facility medical claim submissions for which the HEI Vendor cannot identify / match at least 95% of admissions to its Master Provider Index: 3% penalty of total performance requirement. Submission meeting or surpassing the 95% identification / matching threshold: no penalty. 3. Professional medical and Rx claim submissions with provider taxonomy or type missing or invalid on more than 1% of records: 2% penalty of total performance requirement. Submission meeting or surpassing the 99% populated and valid threshold: no penalty. 4. Enrollment or professional medical claim submissions with PCP NPI ID missing or invalid on more than 1% of records: 2% penalty of total performance requirement. Submission meeting or surpassing the 99% populated and valid threshold: no penalty.

Performance Standards with Penalties

Quality, Network Management and Delivery System Standards

3.1 Reserved for future use.

Performance Standards with Penalties

Dental Quality Alliance (DQA) Pediatric Measure Set

Pilot Period: January 1, 2021 – December 31, 2022

Contractor must annually report on the following Performance Standards for embedded pediatric dental for each plan year. Contractor must submit this report by April 30th of the following calendar year.

No penalties or credits will be assessed in 2017 – 2022.

Measure		Description	Numerator	Denominator	QDP Performance Rate	Expectation
4.1	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%
4.2	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%
4.3	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 age 19.	NUM/DEN	50%
4.4	Sealants in 10 year olds	Percentage of enrolled children, who have ever received sealants on a permanent first molar tooth: (1) at	Unduplicated number of enrolled children who ever received sealants on a permanent first molar tooth:	Unduplicated number of enrolled children with their 10 th birthdate in measurement year. Exclude children who	NUM1/DEN; NUM2/DEN (after exclusions)	40%

Performance Standards with Penalties

Dental Quality Alliance (DQA) Pediatric Measure Set

		least one sealant and (2) all four molars sealed by 10 th birthdate.	(1) at least one sealant and (2) all four molars sealed	received treatment (restorations, extractions, endodontic, prosthodontic, and other dental treatments) on all four first permanent molars in the 48 months prior to the 10 th birthdate.		
4.5	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 15 th 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 th 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 th birthdate.	NUM/1DEN; Num2/DEN (after exclusions)	40%
4.6	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%

Performance Standards with Penalties

Dental Quality Alliance (DQA) Pediatric Measure Set

4.7	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
4.8	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
4.9	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