

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. In no event shall the total amount at risk with respect to Contractor's failure to comply with the Performance Standards exceed three percent (3%) of the total Participation Fee that is payable to Covered California for Covered California for Small Business. 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 28th of the following calendar year. No penalties or credits will be assessed for Groups 1, 2 and 4 in 2017 – 2021.

Contractor shall remit payment to Covered California within 30 calendar days of receiving the 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 Exchange operations.

Call Center Operations Performance Standards Reporting - Group 1 - Customer Service and Group 2 – Operational, Performance Standards 1.1 – 1.4 and 2.1 – 2.2.

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 Exchange business only and shall report Contractor's Enrollees in 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:

- 1) 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), Exchange 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 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.

Covered California Performance Standards for Contractor

Group 1: Customer Service Performance Standards		
15% of Total Performance Penalty at Risk or Credit (Penalties and Credits Waived for 2017-2021)		
	Performance Standard	Performance Requirements
1.1	<p>Abandonment Rate (%)</p> <p>3.75% of total performance penalty for this Group.</p>	<p>Divide number of abandoned calls by the number of calls offered to a phone representative.</p> <p><u>Expectation:</u> No more than 3% of incoming calls abandoned in a calendar month.</p> <p><u>Performance Level:</u> >3% abandoned: 3.75% performance penalty. 2-3% abandoned: no penalty. <2% abandoned: 3.75% performance credit.</p>
1.2	<p>Service Level</p> <p>3.75% of total performance penalty for this Group.</p>	<p><u>Expectation:</u> 80% of calls answered in 30 seconds or less.</p> <p><u>Performance Level:</u> <80%: 3.75% performance penalty. 80%-90%: no penalty. >90%: 3.75% performance credit.</p>
1.3	<p>Grievance Resolution</p> <p>3.75% of total performance penalty for this Group.</p>	<p><u>Expectation:</u> 95% of Covered California enrollee grievances resolved within 30 days of initial receipt.</p> <p><u>Performance Level:</u> <95% resolved within 30 days of initial receipt: 3.75% performance penalty. 95% or greater resolved within 30 days of initial receipt: no penalty. 95% or greater resolved within 15 days of initial receipt: 3.75% performance credit.</p>
1.4	<p>Covered California member Email or Written Inquiries Answered and Completed.</p> <p>3.75% of total performance penalty for this Group.</p>	<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> <p><u>Performance Level:</u> <90%: 3.75% performance penalty. 90-95%: no penalty. >95% in 15 days: 3.75% performance credit.</p>

Group 2: Operational Performance Standards

**10% of Total Performance Penalty at Risk
(Penalties and Credits Waived for 2017-2021)**

Performance Standard		Performance Requirements
2.1	ID Card Processing Time 5% of total performance penalty for this Group.	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). <u>Performance Level:</u> <99%: 5% performance penalty.
2.2	Data Submission specific to contract Section 3.4.4 Provider Directory and Attachment 7, Section 2.02 Data Submission. 5% of total performance penalty for this Group.	<u>Expectation:</u> Full and regular submission of data according to the standards outlined. 5% of total performance penalty at risk. <u>Performance Level:</u> a) Full and regular submission according to the formats specified and useable by Covered California within 5 business days of each monthly reporting cycle. Pilot Period: to be determined. 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.

Group 3: Reserved for future use

Group 4: Covered California Performance Standards for Covered California

**Potential 15% Credit
(Penalties and Credits Waived for 2017-2021)**

Customer Service Measures		Covered California Performance Requirements
4.1	Service Level	<p><u>Expectation:</u> 80% of calls answered in 30 seconds or less.</p> <p><u>Performance Level:</u> <80%: 5.0% performance credit. 80%-90%: no credit. >90%: 5.0% reduction in performance credit.</p>
4.2	Abandonment Rate (%)	<p>Divide number of calls abandoned by the number of calls offered to a phone representative.</p> <p><u>Expectation:</u> No more than 3% of incoming calls are abandoned in a calendar month.</p> <p><u>Performance Level:</u> >3% abandoned: 5.0% performance credit. 2-3% abandoned: no credit. <2% abandoned: 5.0% reduction in performance credit.</p>
4.3	Complaint Resolution for Covered California	<p><u>Expectation:</u> 95% of Enrollee complaints resolved within 30 days.</p> <p><u>Performance Level:</u> <95% resolved within 30 days: 5.0% performance credit. 95% or greater resolved within 30 days: no credit. 95% or greater resolved within 15 days: 5.0% reduction in performance credit</p>

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

Contractor shall annually submit the required data for Group 5. No penalties or credits will be assessed for Group 5 in 2017 – 2021.

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

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 age 19.	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 th 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 th 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%

				molars in the 48 months prior to the 10 th 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 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%
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%
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
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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
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