

## Covered California Performance Standards for Contractor

### 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 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 in 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 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 paid by Contractor 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 (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. ~~Additionally, the amount of Contractor's penalty shall will be offset reduced by any credit Contractor receives 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.~~ **Where applicable, performance is assessed for each product (HMO, PPO, EPO) the Contractor offers. Penalties are weighted by enrollment in the product for Contractor's with multiple products. Covered California has specified below when the At-Risk Amount or the performance requirements differ by product.**

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

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~~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 will provide the Contractor an 's calculations will be provided to Contractor through the Initial Contractor Performance Standard Evaluation Report, covering Groups 1, 2, and 4 preliminary year end data available, 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 the Performance Standards 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 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.~~

~~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~~

## Covered California Performance Standards for Contractor

~~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:

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), 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.~~

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## Covered California Performance Standards for Contractor

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.~~

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## Covered California Performance Standards for Contractor

### Covered California Performance Standards for Contractor

#### Performance Standards with No Penalties and Expectations

#### 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.

Covered California will create an Annual Report of Performance Standards and Expectations, displaying Contractor's final Plan Year 2022 performance in Performance Standards and Expectations, Standards 1.1 - 1.11, to be posted publicly on Covered California's website. Covered California will continue public reporting of its service level performance metrics.

Performance Standard	Performance Requirements	<u>Contractor Must Submit Data by the 10<sup>th</sup> of the following month</u>	<u>Measurement Period</u>
<b>1.1</b> <b>Abandonment Rate (%)</b> <small style="color: red;">3% of total performance penalty for this Group.</small>	<u>Expectation:</u> No more than 3% of incoming calls abandoned in a calendar month.  Divide number of abandoned calls by the number of calls offered to a phone representative.	X	<u>January 1, 2022- December 31, 2022</u>  <u>Performance Level:</u> >3% abandoned: 3% performance penalty. 2-3% abandoned: no penalty. <2% abandoned: 3% performance credit.
<b>1.2</b> <b>Service Level</b> <small style="color: red;">3% of total performance penalty for this Group.</small>	<u>Expectation:</u> 80% of calls answered in 30 seconds or less.	X  <u>Performance Level:</u> <80%: 3% performance penalty. 80%-90%: no penalty.	<u>January 1, 2022- December 31, 2022</u>

<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%.

### Covered California Performance Standards for Contractor

			>90%: 3% performance credit.	
<del>1.31.6</del>	<p><b>Implementation of Appeals Decisions</b></p> <p><u>2021-2022 Measurement Period:</u></p> <p>January 1, 2021—December 31, 2021</p> <p>3% of total performance penalty for this Group.</p>	<p><u>Expectation:</u> 90% of Administrative Law Judge decisions will be implemented within ten (10) days of Contractor's receipt of all necessary data elements from Covered California required to implement the appeals decision.</p>	<p style="text-align: center;"><del>X</del></p> <p><u>Performance Level:</u> &lt;90% implemented within 10 days: 3% performance penalty. 90% or greater implemented within 10 days: no penalty. 90% or greater implemented within 5 days: 3% performance credit.</p>	<p><u>January 1, 2022-December 31, 2022</u></p>
<del>1.41.3</del>	<p><b>Grievance Resolution</b></p> <p>3% 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 style="text-align: center;"><del>X</del></p> <p><u>Performance Level:</u> &lt;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.</p>	<p><u>January 1, 2022-December 31, 2022</u></p>

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## Covered California Performance Standards for Contractor

<b>1-5.4</b>	<b>Covered California member Email or Written Inquiries Answered and Completed</b>  3% of total performance penalty	<b>Expectation:</b> 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.	X  <u>Performance Level:</u> <90%: 3% performance penalty. 90-95%: no penalty. >95% in 15 days: 3% performance credit.	<u>January 1, 2022-December 31, 2022</u>
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## Covered California Performance Standards for Contractor

<b>Group 2: Operational Performance Standards</b>  For Plan Year 2021 all Performance Standards are to be measured with a 35% total Performance Penalty at risk or credit. <sup>1</sup>				
<b>Performance Standard</b>		<b>Performance Requirements</b>		
<b>2-4.1.5</b>	<b>ID Card Processing Time</b>  5% of total performance penalty for this Group.  Contractor shall submit data by the 10 <sup>th</sup> of the following month.	<b>Expectation:</b> 99% of ID cards issued within 10 business days of receiving complete and accurate enrollment information and binder payment for a specific consumer(s)	X  <u>Performance Level:</u> <99%: 5% performance penalty.	<u>January 1, 2022-December 31, 2022</u>

<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%.

## Covered California Performance Standards for Contractor

<u>1.6</u>	<b><u>Implementation of Appeals Decisions</u></b>	<u>Expectation: 90% of Administrative Law Judge decisions will be implemented within ten (10) days of Contractor's receipt of all necessary data elements from Covered California required to implement the appeals decision.</u>	<u>X</u>	<u>January 1, 2022-December 31, 2022</u>
<u>2-21.7</u>	<b><u>834 Processing</u></b>  <b><u>Measurement Period:</u></b> <u>Plan Year 2021, 834 transactions will begin with renewals.</u> <u>October 1, 2020 – December 31, 2021</u>  <u>5% of total performance penalty for this Group.</u>	<u>Expectation:</u> 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.	<u>Performance Level:</u> <u>&lt;95%: 5% performance penalty.</u>	<u>Plan Year 2022, 834 transactions will begin with renewals.</u> <u>October 1, 2021 – December 31, 2022</u>
<u>2-31.8</u>	<b><u>834 Generation – Effectuation and Cancellation Transactions</u></b>  <b><u>Measurement Period:</u></b> <u>Plan Year 2021, 834 transactions will begin with renewals.</u> <u>October 1, 2020 – December 31, 2021</u>  <u>5% of total performance penalty for this Group.</u>	<u>Expectation:</u> <u>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.</u>	<u>Performance Level:</u>	<u>&lt;95%: 2.5% performance penalty.</u>  <u>&lt;95%: 2.5% performance penalty.</u>  <u>Plan Year 2022 834 transactions will begin with renewals.</u> <u>October 1, 2021 – December 31, 2022</u>



**Covered California Performance Standards for Contractor**

1.9	<b><u>834 Generation – Termination Transactions</u></b>	<p><u>Expectation:</u></p> <p><u>Covered California will receive termination 834 transactions within ten days of the grace period expiration 95% of the time.</u></p>	<p><u>Plan Year 2022 834 transactions will begin with renewals.</u></p> <p><u>October 1, 2021 – December 31, 2022</u></p>
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**~~Covered California Performance Standards for Contractor~~**

<p><b><u>Performance Standards with No Penalties and Expectations</u></b></p> <p><b><u>Group 2: Operational Performance Standards</u></b></p> <p><u>For Plan Year 2021 all Performance Standards are to be measured with a 35% total Performance Penalty at risk or credit.<sup>4</sup></u></p>			
<b>Performance Standard</b>	<b>Performance Requirements</b>	<b><u>Contractor Must Submit Data by the 10<sup>th</sup> of the following month</u></b>	<b><u>Measurement Period</u></b>

<sup>4</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%.

## Covered California Performance Standards for Contractor

2-41.10	<p><b>Reconciliation Process</b></p> <p>10% of total performance penalty for this Group.</p>	<p><u>Expectation:</u> Covered California shall receive a comparison reconciliation extract in accordance with the file validations and resolution timelines, as mutually agreed upon in the Reconciliation Process Guide (Extranet, Data Home, Contractor's folder) 90% of the time for accuracy and timeliness.</p>	<p><u>Performance Level:</u> &lt;90%: 10% performance penalty.</p>	<p><u>January 1, 2022-December 31, 2022</u></p>
2-5 a)1.11	<p><b>Provider Directory Data Submission specific to contract Section 3.4.4 Provider Directory and Attachment 7, Section 2.02 Data Submission.</b></p> <p>10% of total performance penalty for this Group.</p>	<p><u>Expectation:</u> Full and regular submission of <u>provider</u> data according to the standards outlined in the Performance Standard contract <u>specific to contract Section 3.4.4. -and Attachment 7 citations: Submissions occur every month pursuant to the submission schedule (Extranet, Plan Home, Resources, Provider Directory Resources, Covered California Provider Data Submission Schedule Current Year)</u></p> <p><u>Performance Level:</u></p>	<p>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.</p>	<p>b) Incomplete, irregular, late or non-useable submission of HED 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.</p> <p><u>January 1, 2022-December 31, 2022</u></p>

## Covered California Performance Standards for Contractor

<p><u>1.12</u></p>	<p><b><u>Essential Community Providers – Article 3, Section 3.3.3</u></b></p>	<p><u>Expectation:</u></p> <p>1. <u>Contractor to demonstrate provider agreements with at least 15% of 340B non-hospital providers in each applicable rating region.</u></p> <p>2. <u>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.</u></p> <p><u>Or meet</u></p> <p><u>Alternate Standard Contractor requirements.</u></p> <p><u>Refer to Article 3, Section 3.3.3.</u></p>	<p><u>January 1, 2022-December 31, 2022</u></p>
<p><u>1.13</u></p>	<p><b><u>Hospital Safety – Attachment 7, Article 10, Section 10.02</u></b></p>	<p><u>Contractor shall adopt a payment strategy that places hospital payments 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.</u></p> <p><u>Contractor shall report on its strategy and progress on adoption of the payment strategy annually.</u></p> <p><u>Expectation: At least 2% of payments to hospitals in Covered California network(s) are at-risk for quality performance by year-end 2024.</u></p>	<p><u>January 1, 2022-December 31, 2022</u></p>

## Covered California Performance Standards for Contractor

### ~~Covered California Performance Standards for Contractor~~

#### ~~Group 2: Operational Performance Standards~~

#### ~~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.

Performance Standard	Performance Requirements
<p><b>2.5</b> <b>b)2.1</b></p> <p><b>HEI Data Submission specific to <del>contract Section 3.4.4</del> <del>Provider Directory and Attachment 7, Section 15.012.02</del> Data Submission.</b></p> <p><u>10% of At-Risk Amount total performance penalty for this Group.</u></p>	<p><u>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.</u></p> <p><u>Performance Levels:</u></p> <p><u>1. <del>Incomplete, irregular, late or non-useable submission of HEI data: 3% penalty of total performance requirement.</del></u></p> <p><u>Failure to submit required financials (e.g., allowed, copay, coinsurance, and deductible amounts) or dental claims covered under medical benefits constitutes incomplete submission.</u></p> <p><u>Full and regular submission according to the formats specified and useable by Covered California within 5 business days of each monthly reporting cycle: <del>no penalty.</del></u></p>

## Covered California Performance Standards for Contractor

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.

Expectation: Full and regular submission of HEI data according to the standards outlined in the Performance Standard contract and Attachment 7 citations specific to Section 2.02 Data Submission.

Performance Level:

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. 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.

## Covered California Performance Standards for Contractor

### Performance Standards with Penalties

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

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

~~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.~~

~~90% of At-Risk Amount for Measurement Year 2022.~~

~~Covered California and Contractor shall work together to periodically review and adjust the specific measures consistent with any applicable Federal regulations. For Performance Standard 3.3b, 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 Standards 3.1 and 3.2

~~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 Contractor will still be subject to an assessment of penalty or no penalty for Measurement Year 2021 (Plan Year 2023 QRS) if Covered California issues a rating score and CMS does not issue a rating score (as was done for Measurement Year 2019 (Plan Year 2021 QRS). However, if neither Covered California or CMS issues a rating score, then the Contractor will not be subject to an assessment of penalty or no penalty.~~

~~45% of Total Performance Penalty or Credit 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**

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## Covered California Performance Standards for Contractor

<p>3.1</p>	<p><b>Quality Rating System (QRS)</b>  <del>— QHP Clinical Effectiveness Rating - Quality Management Summary Indicator Rating</del>  <del>33.5% of At-Risk Amount of total performance penalty for this Group</del></p>	<p><u>Expectation:</u> <del>Rating Clinical Effectiveness - QHP Clinical Quality Management Summary Indicator</del> Rating (product type reporting):</p> <p><u>Performance Level:</u> The <del>percentile rating</del> score will be based on the QRS performance benchmarks supplied by CMS or adjusted, as appropriate, by Covered California.</p> <p>1-2 Stars: <del>33.5% performance penalty</del>.</p> <p>3 <del>-5</del> Stars: <b>no penalty</b>.</p> <p><del>4-5 Stars: 3.5% performance credit</del></p>
<p>3.2</p>	<p><b>Quality Rating System (QRS)</b>  <del>QHP Enrollee Survey Summary Experience Summary Indicator Rating</del>  <del>316.5% of At-Risk Amount of total performance penalty for this Group</del></p>	<p><u>Expectation:</u> - QHP Enrollee <del>Survey Experience</del> Summary <del>Indicator</del> Rating - (product type reporting)</p> <p><u>Performance Level:</u> The <del>percentile rating</del> score will be based on the QRS performance benchmarks supplied by CMS or adjusted, as appropriate, by Covered California.</p> <p>1-2 Stars: <del>316.5% performance penalty</del>.</p> <p>3 <del>-5</del> Stars: <b>no penalty</b>.</p> <p><del>4-5 Stars: 3.5% performance credit</del></p>

## Covered California Performance Standards for Contractor

### Covered California Performance Standards for Contractor

#### 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
<b>3.3</b> <b>Essential Community Providers – Article 3, Section 3.3.3</b>  10% of total performance penalty for Group 3	<p><u>Expectation:</u> 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.</p> <p>Contractor to demonstrate provider agreements with at least 15% of 340B non-hospital providers in each applicable rating region.</p> <p>Contractor to demonstrate provider agreements that reflect a mix of essential community providers (hospital and non-hospital) reasonably distributed to serve the low-income, vulnerable, or medically underserved populations.</p> <p><u>Performance Level:</u></p> <p>Does not meet ECP Standards: 10% penalty.</p> <p>Improvement in meeting ECP Standards: no penalty.</p> <p>Meets ECP Standards for timely access to network providers, 15% 340B non-hospital provider agreements, demonstrated ECP provider agreements: 10% credit.</p> <p><u>Alternate Standard Contractor</u></p>

**Commented [A2]:** Standard is moving to Performance Standards and Expectations 1.12

<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%.



## Covered California Performance Standards for Contractor

### ~~Covered California Performance Standards for Contractor~~

#### ~~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.~~

<del>Performance Standard</del>	<del>Performance Requirements</del>
	<del><u>Expectation:</u> 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</del>

## Covered California Performance Standards for Contractor

### ~~Covered California Performance Standards for Contractor~~

#### ~~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.~~

<del>Performance Standard</del>	<del>Performance Requirements</del>
<del>Essential Community Providers – Article 3, Section 3.3.3 (continued)</del>	<p><del>services that meet the needs of specific underserved populations, including:</del></p> <ul style="list-style-type: none"> <li><del>• Individuals with HIV/AIDS</del></li> <li><del>• American Indians and Alaska Natives</del></li> <li><del>• Low income and underserved individuals seeking women's health and reproductive health services.</del></li> <li><del>• 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.</del></li> </ul> <p><del><u>Performance Level:</u> 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.</del></p>

<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%.~~

## Covered California Performance Standards for Contractor

~~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.~~

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<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%.

## Covered California Performance Standards for Contractor

### Performance Standards with Penalties

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

~~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.~~

~~90% of At-Risk Amount for Measurement Year 2022 Covered California and Contractor shall work together to periodically review and adjust the specific measures consistent with any applicable Federal regulations. For Performance Standard 3.3b, 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.~~

#### Definitions for Performance Standards: 3.3 – 3.6

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

#### Performance Standard 3.3a)

~~3.4a)3.3a) -Reducing Health Disparities – Attachment 7, Article 31, Sections 13.01 and 13.02 – 267.5% of At-Risk Amount 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.~~

~~Contractor will meet the target of eighty percent (80%) enrollee self-reported race or ethnicity data for Covered California Enrollees by year-end 2022. Contractor must demonstrate compliance by including valid race and ethnicity attributes for at least 80% of Covered California Enrollees in its Healthcare Evidence Initiative (HEI) data submissions.~~

~~Please note the following considerations/specifications:~~

~~a. See list of acceptable standard values in separate methodology document.~~

~~b. "Other", "mixed", "multi-racial", "~~decline to state~~", etc. values do apply toward meeting the 80% race and ethnicity thresholds.~~

**Commented [A3]:** This is also listed in the first section under Quality Network Management and Delivery System Standards. Deleted for clarity and conciseness.

## Covered California Performance Standards for Contractor

c. "Null", "blank", "missing", "unknown", "not reported", "decline to state", etc. values DO NOT apply toward meeting the 80% race and ethnicity thresholds.

### Performance Requirements 3.3a)

Measurement Year 2017	Measurement Year 2018	Measurement Year 2019	Measurement Year 2020	Measurement Year 2021	Measurement Year 2022
<p>No Assessment for Measurement Year 2017.</p>	<p><u>Expectation:</u> Meet 2018 intermediate milestone for self-reported racial or ethnic identify by the end of 2018.</p> <p><u>Performance Levels:</u> Contractor achieves no improvement in self-reported identity from baseline: <b>2% penalty</b></p> <p>Contractor shows improvement in self-reported identity, but does not meet incremental target by end of 2018: <b>No penalty</b></p> <p>Contractor achieves incremental target for self-reported identity by end of 2018: <b>2% credit</b></p>	<p><u>Expectation:</u> Meet target of 80% self-reported racial or ethnic identify by the end of 2019.</p> <p><u>Performance Levels:</u> Contractor achieves no improvement in self-reported identity from 2018 and does not meet 80% target: <b>2% penalty</b></p> <p>Contractor achieves improvement in self-reported identity, but does not meet 80% target: <b>No penalty</b></p> <p>Contractor achieves 80% target for self-reported identity by end of 2019: <b>2% credit</b></p>	<p><u>Expectation:</u> Meet or continue to meet target of 80% self-reported racial or ethnic identity for Measurement Year 2020.</p> <p><u>Performance Levels:</u> Contractor does not meet 80% target for self-reported identity: <b>2% penalty</b></p> <p>Contractor achieves 80% target for self-reported identity: <b>2% credit</b></p>	<p><u>Expectation:</u> Meet or continue to meet target of 80% self-reported racial or ethnic identity for Measurement Year 2021.</p> <p><u>Performance Levels:</u> Contractor does not meet 80% target for self-reported identity: <b>2% penalty</b></p> <p>Contractor achieves 80% target for self-reported identity: <b>2% credit</b></p>	<p><u>Expectation:</u> -Meet the target of 80% self-reported race or ethnic identity for Measurement Year 2022.</p> <p><u>Performance Levels:</u> <u>Contractor does not meet 80% target for self-reported identity for Covered California Enrollees: <b>67.5% penalty</b></u></p> <p><u>Contractor meets 80% target for self-reported identity for Covered California Enrollees: <b>no penalty</b></u></p>

## Covered California Performance Standards for Contractor

### Performance Standard **3.3b)**

#### **3.3b) Disparities Reduction Intervention – Attachment 7, Article 1, Sections 1.03 -- 97.5% of At-Risk Amount**

Contractor will show reduction of demonstrate meaningful improvement for the selected disparity measure an identified disparity for the intervention selected population based on the mutually agreed upon intervention proposal and target improvement rate. Contractor must report progress, including analysis of outcomes and potential to scale or replicate intervention, through submission of an acceptable and approved disparities intervention reporting template progress report. Covered California will assess Contractor's reduction in their disparity based on the submitted HEDIS measures sample per Article 1, Section 1.02.

#### **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 **3.3b)**

Measurement Year 2017	Measurement Year 2018	Measurement Year 2019	Measurement Year 2020	Measurement Year 2021	Measurement Year 2022
No Assessment for Measurement Year 2017	No Assessment for Measurement Year 2018	No Assessment for Measurement Year 2019	<u>Performance Levels:</u> Contractor does not select at least one disparity measure for reduction or does not meet mutually agreed upon milestone(s) selected for the 2020 disparity reduction target: <b>3% penalty</b>  Contractor meets mutually agreed upon milestone(s) selected for the 2020 disparity target: <b>3% credit</b>	<u>Performance Levels:</u> Contractor does not meet mutually agreed upon milestone(s) selected for the 2021 disparity reduction target: <b>3% penalty</b>  Contractor meets mutually agreed upon milestone(s) selected for the 2021 disparity target: <b>3% credit</b>	<u>Performance Levels:</u> Contractor submits progress reports AND  Contractor does not meet measurable reduction target improvement rate, in intervention population for identified disparity measure: <b>97.5% penalty</b>  Contractor meets measurable target improvement rate in intervention population reduction for identified disparity measure: <b>no penalty</b>

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### Covered California Performance Standards for Contractor

<b><u>Performance Standards 3.3c)</u></b>
<b><u>3.3c) Health Equity Capacity Building - Attachment 7, Article 1, Sections 1.05 – 2% Credit</u></b>
<u>Contractor must achieve and maintain NCQA Multicultural Health Care Distinction (MHCD).</u>
<b><u>Performance Requirements 3.3c)</u></b>
<b><u>3.3c) Performance Level</u></b>
<u>Contractor demonstrates <i>early</i> compliance of NCQA Multicultural Health Care Distinction (MHCD) attainment (by <del>June</del>December 30, 2022): <b>2% credit</b></u>

## Covered California Performance Standards for Contractor

### 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	Measurement Year 2018	Measurement Year 2019	Measurement Year 2020	Measurement Year 2021
<p><del>Expectation: Describe valid inclusion of quality criteria into Covered California network development and begin implementation of criteria</del></p> <p><del>Performance Levels: Contractor is unable to describe valid inclusion of quality criteria into Covered California network development by end of year 2017: 4% penalty</del></p> <p><del>Contractor reports strategy for inclusion of quality criteria in all networks offered to Covered California enrollees, and demonstrates</del></p>	<p><del>Expectation: Describe valid inclusion of quality criteria into Covered California network development and begin implementation of criteria</del></p> <p><del>Performance Levels: Contractor is unable to describe valid inclusion of quality criteria into Covered California network development by end of year 2018: 4% penalty</del></p> <p><del>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</del></p>	<p><del>Expectation: Describe valid inclusion of quality criteria into Covered California network development and begin implementation of criteria</del></p> <p><del>Performance Levels: Contractor is unable to describe valid inclusion of quality criteria into Covered California network development by end of year 2019: 4% penalty</del></p> <p><del>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</del></p>	<p><del>Expectation: Describe valid inclusion of quality criteria into Covered California network development and begin implementation of criteria</del></p> <p><del>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</del></p>	<p><del>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</del></p> <p><del>Performance Levels: Contractor submits report that demonstrates that no action has been taken on addressing outlier poor performing hospitals: 4% penalty</del></p>

<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%.



## Covered California Performance Standards for Contractor

### 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

<b>Measurement Year 2017 Performance Levels:</b>	<b>Measurement Year 2018 Performance Levels:</b>	<b>Measurement Year 2019 Performance Levels:</b>	<b>Measurement Year 2020 Performance Levels:</b>	<b>Measurement Year 2021 Performance Levels:</b>
<p>implementation of criteria by end of year 2017: No penalty</p> <p>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</p>	<p>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</p> <p>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</p>	<p>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</p> <p>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</p>	<p>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</p> <p>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</p>	<p>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</p>

<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%.

## Covered California Performance Standards for Contractor

### 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

	<b>Measurement Year 2018 Performance Levels:</b>	<b>Measurement Year 2019 Performance Levels:</b>	<b>Measurement Year 2020 Performance Levels:</b>	
	that providers have been reviewed against established quality metrics and those not meeting metrics either have a corrective action plan to improve or have been removed from network: 4% credit	reviewed against established quality metrics and those not meeting metrics either have a corrective action plan to improve or have been removed from network: 4% credit	shows that providers have been reviewed against established quality metrics and those not meeting metrics either have a corrective action plan to improve or have been removed from network: 4% credit	

### Quality, Network Management and Delivery System Standards

45% of Total Performance Penalty or Credit<sup>2</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

<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%.

<sup>2</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%.

## Covered California Performance Standards for Contractor

**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	Measurement Year 2018	Measurement Year 2019	Measurement Year 2020	Measurement Year 2021
<p><u>Expectation:</u> 95% of members in Covered California products will select or be assigned to a primary care clinician for Plan Year 2017</p> <p><u>Performance Levels:</u>                      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</p> <p>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</p>	<p><u>Expectation:</u> 95% of members in Covered California products will select or be assigned to a primary care clinician for Plan Year 2018</p> <p><u>Performance Levels:</u>                      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</p> <p>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</p>	<p><u>Expectation:</u> 95% of members in Covered California products will select or be assigned to a primary care clinician for Plan Year 2019</p> <p><u>Performance Levels:</u>                      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</p> <p>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</p>	<p><u>Expectation:</u> 95% of members in Covered California products will select or be assigned to a primary care clinician for Plan Year 2020</p> <p><u>Performance Levels:</u>                      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</p> <p>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</p>	<p><u>Expectation:</u> 95% of members in Covered California products will select or be assigned to a primary care clinician for Plan Year 2021</p> <p><u>Performance Levels:</u>                      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</p> <p>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</p>

## Covered California Performance Standards for Contractor

### 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 3.4

~~3.6b)4 Primary Care – Attachment 7, Article 74, Section 4.01 and 4.027.04 –~~

~~HMO Products: 310% of At-Risk Amount of total performance penalty for Group 3~~

~~PPO and EPO Products: 20% of At-Risk Amount~~

Contractor describes a payment strategy for adoption and progressive expansion of primary care payment models that provide the revenue necessary among Providers caring for Enrollees that creates a business case for Primary Care Providers (PCPs) to adopt accessible, data-driven, team-based care. The Contractor must progressively expand the number and percent of primary care clinicians paid through the HCP LAN APM categories of population-based payment (Category 4) and alternative payment models built on fee for service structure such as shared savings (Category 3) and meet a minimum threshold by end of Plan Year 2022.

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 differ by product.

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#### Performance Requirements 3.4

Measurement Year 2017	Measurement Year 2018	Measurement Year 2019	Measurement Year 2020	Measurement Year 2021	Measurement Year 2022
<p><u>Expectation:</u> Describe payment strategy and begin re-contracting by end of Plan Year 2017</p> <p><u>Performance Levels:</u> Contractor does not provide description of payment strategy or reports no PCPs</p>	<p><u>Expectation:</u> Describe payment strategy and begin re-contracting by end of Plan Year 2018.</p> <p><u>Performance Levels:</u> Contractor does not provide description of payment strategy or reports no PCPs contracted based on</p>	<p><u>Expectation:</u> Describe payment strategy and begin re-contracting by end of Plan Year 2019.</p> <p><u>Performance Levels:</u> Contractor does not provide description of payment strategy or reports no PCPs contracted based on</p>	<p><u>Expectation:</u> Describe payment strategy and make further progress in re-contracting by end of Plan Year 2020.</p> <p><u>Performance Levels:</u> Contractor reports no increase in the percentage of PCPs contracted under new</p>	<p><u>Expectation:</u> Describe payment strategy and make further progress in re-contracting by end of Plan Year 2021.</p> <p><u>Performance Levels:</u> Contractor reports no increase in the percentage of PCPs</p>	<p><u>Expectation:</u> <u>Contractor meets a minimum threshold of PCPs paid under HCP LAN APM Category 3 or Category 4 by end of Plan Year 2022.</u></p> <p><u>Performance Levels:</u> <u>HMO Products:</u> <u>Contractor</u></p>

<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%.

## Covered California Performance Standards for Contractor

<p>contracted based on new payment strategy: <b>3% penalty</b></p> <p>Contractor provides description of payment strategy and reports more than 0% but less than 10% of PCPs contracted under new payment strategy: <b>No penalty</b></p> <p>Contractor provides description of payment strategy and reports 10% or more of PCPs contracted under new payment strategy: <b>3% credit</b></p>	<p>new payment strategy: <b>3% penalty</b></p> <p>Contractor provides description of payment strategy and reports more than 0% but less than 10% of PCPs contracted under new payment strategy: <b>No penalty</b></p> <p>Contractor provides description of payment strategy and reports 10% or more of PCPs contracted under new payment strategy: <b>3% credit</b></p>	<p>new payment strategy: <b>3% penalty</b></p> <p>Contractor provides description of payment strategy and reports more than 0% but less than 10% of PCPs contracted under new payment strategy: <b>No penalty</b></p> <p>Contractor provides description of payment strategy and reports 10% or more of PCPs contracted under new payment strategy: <b>3% credit</b></p>	<p>payment strategy compared to Measurement Year 2019: <b>3% penalty</b></p> <p>Contractor reports an increase of more than 0% but less than 10% in the percentage of PCPs contracted under new payment strategy compared to Measurement Year 2019: <b>No penalty</b></p> <p>Contractor reports an increase of 10% or more in the percentage of PCPs contracted under new payment strategy compared to Measurement Year 2019: <b>3% credit</b></p>	<p>contracted under new payment strategy compared to Measurement Year 2020: <b>3% penalty</b></p> <p>Contractor reports an increase of more than 0% but less than 10% in the percentage of PCPs contracted under new payment strategy compared to Measurement Year 2020: <b>No penalty</b></p> <p>Contractor reports an increase of 10% or more in the percentage of PCPs contracted under new payment strategy compared to Measurement Year 2020: <b>3% credit</b></p>	<p><u>demonstrates that 0 to &lt;80% of PCPs are contracted under HCP LAN APM Category 3 or Category 4: <b>10% penalty</b></u></p> <p><u>Contractor demonstrates that between 80% and &lt;90% of PCPs are contracted under HCP LAN APM Category 3 or Category 4: <b>5% penalty</b></u></p> <p><u>Contractor demonstrates that between 90% and &lt;100% of PCPs are contracted under HCP LAN APM Category 3 or Category 4: <b>2.5% penalty</b></u></p> <p><u>Contractor demonstrates that <del>&gt;95-100%</del> of PCPs are contracted under HCP LAN APM Category 3 or Category 4: <b>No penalty</b></u></p> <p><u>PPO and EPO Products:</u></p> <p><u>Contractor demonstrates that 0 to &lt;20% of PCPs are</u></p>
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## Covered California Performance Standards for Contractor

					<p>contracted under HCP LAN APM Category 3 or Category 4: <b>20% penalty</b></p> <p>Contractor demonstrates that between <b>20%</b> and <b>&lt;30%</b> of PCPs are contracted under HCP LAN APM Category 3 or Category 4: <b>15% penalty</b></p> <p>Contractor demonstrates that between <b>30%</b> and <b>&lt;40%</b> of PCPs are contracted under HCP LAN APM Category 3 or Category 4: <b>10% penalty</b></p> <p>Contractor demonstrates that <b>≥40%</b> of PCPs are contracted under HCP LAN APM Category 3 or Category 4: <b>No penalty</b></p>
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**Quality, Network Management and Delivery System Standards**  
45% of Total Performance Penalty or Credit<sup>1</sup> for Measurement Year 2021 and Thereafter

<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%.

## Covered California Performance Standards for Contractor

~~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~~

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

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

## Covered California Performance Standards for Contractor

~~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~~

		<del>Measurement Year 2019 Performance Levels:</del>	<del>Measurement Year 2020 Performance Levels:</del>	
		<del>Contractor reports an increase of more than 0% but less than 10% in membership attributed or assigned to a PCMHs: No penalty</del>	<del>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</del>	
		<del>Contractor reports an increase of 10% or more in membership attributed or assigned to PCMHs: 3% credit</del>	<del>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</del>	

<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%.~~



## Covered California Performance Standards for Contractor

### 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

#### 3.7.5 Accountable Care Organizations (ACOs) – Attachment 7, Article 84, Section 4.038.01 –

~~HMO Products: 510% of At-Risk Amount of total performance penalty for Group 3~~

~~PPO and EPO Products: 0% of At-Risk Amount~~

~~The Contractor increases Covered California enrollment in ACOs (previously referred to as integrated healthcare models) and meets a minimum threshold for ACO enrollment by end of Plan Year 2022. An ACO is defined as a system of population-based care coordinated across the continuum including multidisciplinary physicians and physician groups, hospitals, and ancillary providers with combined risk sharing arrangements and incentives between the Contractor and providers.~~

~~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.~~

~~Performance requirements differ by product.~~

~~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 3.5

Measurement Year 2017	Measurement Year 2018	Measurement Year 2019	Measurement Year 2020	Measurement Year 2021	Measurement Year 2022
No Assessment for Plan Year 2017	No Assessment for Plan Year 2018	<u>Expectation:</u> Contractor increases the percentage of enrollment in IHMs by the end of 2019.	<u>Expectation:</u> Contractor increases the percentage of enrollment in ACOs by the end of 2020.	<u>Expectation:</u> Contractor increases the percentage of enrollment in ACOs by the end of 2021.	<u>Expectation: Contractor meets a minimum threshold of enrollment in ACOs by the end of Plan Year 2022.</u>  <u>Performance Levels:</u> <u>HMO Products:</u>

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<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%.~~

## Covered California Performance Standards for Contractor

		<p><u>Performance Levels:</u> Contractor reports no increase in the percentage of membership attributed or assigned to IHMs: <b>5% penalty</b></p> <p>Contractor reports an increase of more than 0% but less than 10% in membership attributed or assigned to IHMs: <b>No penalty</b></p> <p>Contractor reports an increase of 10% or more in membership</p>	<p><u>Performance Levels:</u> Contractor reports no increase in the percentage of membership attributed or assigned to ACOs compared to Measurement Year 2019: <b>5% penalty</b></p> <p>Contractor reports an increase of more than 0% but less than 10% in membership attributed or assigned to ACOs compared to Measurement Year 2019: <b>No penalty</b></p>	<p><u>Performance Levels:</u> Contractor reports no increase in the percentage of membership attributed or assigned to ACOs compared to Measurement Year 2020: <b>5% penalty</b></p> <p>Contractor reports an increase of more than 0% but less than 10% in membership attributed or assigned to ACOs compared to Measurement Year 2020: <b>No penalty</b></p>	<p>Contractor reports 0 to &lt;60% of membership is attributed or assigned to ACOs: <b>10% penalty</b></p> <p>- Contractor reports 60 to &lt;70% of membership is attributed or assigned to ACOs: <b>5% penalty</b></p> <p>Contractor reports 70 to &lt;80% of membership is attributed or assigned to ACOs: <b>2.5% Penalty</b></p> <p>Contractor reports ≥80% of membership is attributed or assigned to ACOs: <b>No penalty</b></p> <p>- PPO and EPO Products: <b>To be determined/Not Applicable.</b></p>
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## Covered California Performance Standards for Contractor

### Quality, Network Management and Delivery System Standards

~~45% of Total Performance Penalty or Credit<sup>1</sup> for Measurement Year 2021-2022 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 3.6

#### ~~3.6 Appropriate Use of C-Sections – Attachment 7, Article 10, Section 10.04 – 5% of At-Risk Amount~~

~~Contractor shall adopt a payment methodology progressively to include all contracted physicians and hospitals serving Enrollees, such that by year end 2022, payment is structured to support only medically necessary care and there is no financial incentive to perform C-sections. Smart Care California has outlined three payment strategies to align payment with medically necessary use of C-sections:~~

- ~~i. Adopt a blended case rate payment for both physicians and hospitals;~~
- ~~ii. Include a NTSV C-section metric in existing hospital and physician quality incentive programs; and~~
- ~~iii. Adopt population-based payment models, such as maternity episode payment models.~~

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

#### ~~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 3.6

Measurement Year 2017	Measurement Year 2018	Measurement Year 2019	Measurement Year 2020	Measurement Year 2021	Measurement Year 2022
No Assessment for Plan Year 2017	No Assessment for Plan Year 2018	<p><u>Expectation:</u> All physicians and hospitals are re-contracted with new payment structure by the end of 2019.</p> <p><u>Performance Levels:</u> Contractor is unable to demonstrate that &gt;33%</p>	<p><u>Expectation:</u> All physicians and hospitals are re-contracted with new payment structure by the end of 2020.</p> <p><u>Performance Levels:</u> Contractor is unable to demonstrate that &gt;50%</p>	<p><u>Expectation:</u> All physicians and hospitals are re-contracted with new payment structure by the end of 2021.</p> <p><u>Performance Levels:</u> Contractor is unable to demonstrate that &gt;50% of physicians and &gt;50% of hospitals have been re-</p>	<p><u>Expectation:</u> All physicians and hospitals are re-contracted with new payment structure by the end of 2022.</p> <p><u>Performance Levels:</u> Contractor demonstrates that 0 to &lt;25% of physicians and 0 to &lt;25% of hospitals have been re-contracted to not</p>

Commented [A4]: Redistributed 0.5% due to removing 3.9

<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%.

## Covered California Performance Standards for Contractor

		<p>of physicians and &gt;33% hospitals have been re-contracted to not incentivize NTSV C-section: <b>4.5% penalty</b></p> <p>Contractor demonstrates that 33% to 66% of physicians and hospitals have been re-contracted to not incentivize NTSV C-section: <b>No penalty</b></p> <p>Contractor demonstrates that &gt;66% of physicians and hospitals have been re-contracted to not incentivize NTSV C-section: <b>4.5% credit</b></p>	<p>of physicians and &gt;50% hospitals have been re-contracted to not incentivize NTSV C-section: <b>4.5% penalty</b></p> <p>Contractor demonstrates that ≥50% to &lt;80% of physicians and ≥50% to &lt;80% of hospitals have been re-contracted to not incentivize NTSV C-sections: <b>No penalty</b></p> <p>Contractor demonstrates that ≥80% of physicians and hospitals have been re-contracted to not incentivize NTSV C-sections: <b>4.5% credit</b></p>	<p>contracted to not incentivize NTSV C-section: <b>4.5% penalty</b></p> <p>Contractor demonstrates that ≥50% to &lt;80% of physicians and ≥50% to &lt;80% of hospitals have been re-contracted to not incentivize NTSV C-sections: <b>No penalty</b></p> <p>Contractor demonstrates that ≥80% of physicians and hospitals have been re-contracted to not incentivize NTSV C-sections: <b>4.5% credit</b></p>	<p><u>incentivize NTSV C-section: 5% penalty</u></p> <p><u>Contractor demonstrates that between 25% and &lt;50% of physicians and between 25% and &lt;50% of hospitals have been re-contracted to not incentivize NTSV C-section: 3% penalty</u></p> <p><u>Contractor demonstrates that between 50% and &lt;75% of physicians and between 50% and &lt;75% of hospitals have been re-contracted to not incentivize NTSV C-section: 1.5% penalty</u></p> <p><u>Contractor demonstrates that ≥75% of physicians and ≥75% hospitals have been re-contracted to not incentivize NTSV C-sections: No penalty</u></p>
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**Quality, Network Management and Delivery System Standards**  
45% of Total Performance Penalty or Credit<sup>1</sup> for Measurement Year 2021 and Thereafter

<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%.

## Covered California Performance Standards for Contractor

~~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

Measurement Year 2017	Measurement Year 2018	Measurement Year 2019	Measurement Year 2020	Measurement Year 2021	Measurement Year 2022
No Assessment for Plan Year 2017	No Assessment for Plan Year 2018	<p><del>Expectation:</del> At least 2% of payments to hospitals in Covered California network(s) are at risk for quality performance by year-end 2019.</p> <p><del>Performance Levels:</del> Contractor is unable to demonstrate that at least 25% of hospitals have been re-contracted with at least 2% of payment either at risk or subject to a bonus payment for quality performance: <b>4.5% penalty</b></p> <p>Contractor demonstrates that &gt;25% to &lt;75% of hospitals have been re-contracted with at least 2% of payment</p>	<p><del>Expectation:</del> At least 2% of payments to hospitals in Covered California network(s) are at risk for quality performance by year-end 2020.</p> <p><del>Performance Levels:</del> Contractor demonstrates a &lt;10% increase in the number of hospitals that have been re-contracted compared to Measurement Year 2019: <b>4.5% penalty</b></p> <p>Contractor demonstrates a ≥10% to &lt;15% increase in the number of hospitals that have been re-contracted compared to Measurement Year 2019: <b>No penalty</b></p> <p>Contractor demonstrates a ≥15% increase in the number of hospitals that have been re-contracted compared to Measurement Year 2019: <b>4.5% credit</b></p>	<p><del>Expectation:</del> At least 2% of payments to hospitals in Covered California network(s) are at risk for quality performance by year-end 2021.</p> <p><del>Performance Levels:</del> Contractor demonstrates a &lt;10% increase in the number of hospitals that have been re-contracted compared to Measurement Year 2020: <b>4.5% penalty</b></p> <p>Contractor demonstrates a ≥10% to &lt;15% increase in the number of hospitals that have been re-contracted compared to Measurement Year 2020: <b>No penalty</b></p>	No Assessment for Plan Year 2022

**Commented [A5]:** Moved to Performance Standards and Expectations 1.13

### Covered California Performance Standards for Contractor

		<p><del>either at risk or subject to a bonus payment for quality performance: <b>No penalty</b></del></p> <p>Contractor demonstrates that at least 75% of hospitals have been re-contracted with at least 2% of payment <del>either at risk or subject to a bonus payment for quality performance:</del> <b>4.5% credit</b></p>		<p><del>Contractor demonstrates a <math>\geq</math>15% increase in the number of hospitals that have been re-contracted compared to Measurement Year 2020:</del> <b>4.5% credit</b></p>	
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## Covered California Performance Standards for Contractor

### 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	<p><b>Service Level</b></p> <p>3.75% of total performance credit for this Group.</p>	<p><u>Expectation:</u> 80% of calls answered in 30 seconds or less.</p> <p><u>Performance Level:</u> &lt;80%: 3.75% performance credit. 80%-90%: no credit. &gt;90%: 3.75% reduction in performance credit.</p>
4.2	<p><b>Abandonment Rate (%)</b></p> <p>3.75% of total performance credit for this Group.</p>	<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> &gt;3% abandoned: 3.75% performance credit. 2-3% abandoned: no credit. &lt;2% abandoned: 3.75% reduction in performance credit.</p>
4.3	<p><b>Implementation of Appeals Decisions</b></p> <p><u>2021 Measurement Period:</u> January 1, 2021 <del>2022</del> – December 31, 2021</p> <p>3.75% of total performance credit for this Group.</p>	<p><u>Expectation:</u> 90% of all Administrative Law Decisions are submitted by Covered California to Contractor for implementation within 20 days of receipt from the California Department of Social Services.</p> <p><u>Performance Level:</u> &lt;90% submitted within 20 days: 3.75% performance credit; 90% or greater submitted within 20 days: no credit; 90% or greater submitted within 5 days: 3.75% reduction in performance credit</p>
4.4	<p><b>Complaint Resolution for Covered California</b></p>	<p><u>Expectation:</u> 95% of Enrollee complaints resolved within 30 days.</p>

	3.75% of total performance credit for this Group.	<u>Performance Level:</u> <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
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**Performance Standards with Penalties**

**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~~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.~~

Measure	Description	Numerator	Denominator	QDP Performance Rate	Expectation	
<del>54.1</del>	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%
<del>54.2</del>	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%
<del>54.3</del>	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%
<del>54.4a</del>	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 <del>and (2) all</del>	Unduplicated number of enrolled children who ever received sealants on a permanent first molar tooth:	Unduplicated number of enrolled children with their 10 <sup>th</sup> birthdate in measurement year. <del>Exclude children who received treatment (restorations, extractions,</del>	<del>NUM1/DEN;</del> <del>NUM2/DEN</del> <del>(after exclusions)</del>	<del>4020%</del>

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**Performance Standards with Penalties**

**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~~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.

Measure	Description	Numerator	Denominator	QDP Performance Rate	Expectation	
	four molars sealed by 10 <sup>th</sup> birthdate.	(1) at least one sealant and (2) all four molars sealed.	endodontic, prosthodontic, and other dental treatments) on all four first permanent molars in the 48 months prior to the 10 <sup>th</sup> birthdate.			
4.4 b	Sealants in 10 year olds	Percentage of enrolled children who have ever received sealants on a permanent first molar tooth: (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: (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 molars in the 48 months prior to the 10 <sup>th</sup> birthdate.	NUM2/DEN (after exclusions)	20%

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**Performance Standards with Penalties**

**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, 2024-2022

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.

Measure	Description	Numerator	Denominator	QDP Performance Rate	Expectation	
54.5a	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 <sup>th</sup> 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)	4020%
4.5b	Sealants in 15 year olds	Percentage of enrolled children, who have ever received sealants on a permanent second molar tooth: (2) all four molars sealed by the 15 <sup>th</sup> birthdate.	Unduplicated number of enrolled children who ever received sealants on a permanent second molar tooth: (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	NUM2/DEN (after exclusions)	20%

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**Performance Standards with Penalties**

**~~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~~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.~~

Measure	Description	Numerator	Denominator	QDP Performance Rate	Expectation
			<u>molars in the 48 months prior to the 15<sup>th</sup> birthdate.</u>		
<b>54.6</b>	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**

**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~~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.~~

Measure	Description	Numerator	Denominator	QDP Performance Rate	Expectation	
<del>54.7</del>	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
<del>54.8</del>	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

**Performance Standards with Penalties**

**~~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~~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.~~

Measure	Description	Numerator	Denominator	QDP Performance Rate	Expectation	
<del>54.9</del>	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