# **Cover Page**

# **Qualified Dental Plan Attachment 7, March Update**

The following is the draft 2022 Qualified Dental Plan Attachment 7 update since the January 14, 2021 Board meeting. Recent revisions are called out on the redline with yellow highlight.

All documents will be posted to the Plan Management HBEX webpage: https://hbex.coveredca.com/stakeholders/plan-management/. Attachment 7 to Covered California 2017 – 2021–2022 Individual Market QDP Issuer Contract: Quality, Network Management, Delivery System Standards and Improvement Strategy

#### Preamble

### PROMOTING HIGHER QUALITY AND BETTER VALUE

Covered California's "Triple Aim" framework for holding Dental Insurance Issuers accountable for quality care and delivery system reform seeks to lower costs, improve guality and health outcomes, and promote health equity, while ensuring a good choice of dental plans for consumers. the patient care experience including quality and satisfaction, improve the health of the population, and reduce the per capita cost of health care services. Covered California and Contractor recognize that promoting better quality and value will be contingent upon smooth implementation and large enrollment in Covered California. Dental Insurance Issuers contracting with Covered California to offer Qualified Dental Plans (QDP) are integral to Covered California achieving its mission.

The mission of Covered California is to increase the number of insured Californians, improve health care quality, lower costs, and reduce health disparities through an innovative, competitive marketplace that empowers consumers to choose the health plan and Providers that give them the best value.

By entering into an agreement Agreement with Covered California ("Agreement"), the Contractor agrees to work in partnership with Covered California to develop and implement policies and practices that will promote guality and health equity, and lower costs for the Triple Aim, impacting not just the Enrollees of Covered California but the Contractor's California membership. This Quality, Network Management, Delivery System Standards and Improvement Strategy is designed to hold QDP Issuers accountable for ensuring that Enrollees receive high-quality, equitable care, while QDP Issuers work to improve the healthcare delivery system and reduce costs.

All QDP Issuers have the opportunity to take a leading role in helping Covered California support new models of care which that promote the vision of the Affordable Care Act and meet consumer needs and expectations. At the same time, T the Contractor and Covered California can promote improvements in the entire health care delivery system. This focus will require both Covered California and Contractor to coordinate with and promote alignment with other purchasers, organizations, and groups that seek to deliver better care and higher value. By entering into this Agreement, Contractor affirms its commitment to be an active and engaged partner with Covered California and to work collaboratively to define and implement additional initiatives and programs to continuously improve quality, equity, and value. Covered California will seek to promote care that reduces excessive costs, minimizes unpredictable quality and reduces inefficiencies of the current system. For there to be a meaningful impact on overall oral healthcare cost and quality, solutions and successes need to be sustainable, scalable and expand beyond local markets or specific groups of individuals. Covered California expects its QDP partners to engage in a culture of continuous quality and value improvement, which will benefit all Enrollees.

In addition, Covered California expects all QDP Issuers to balance the need for accountability and transparency at the provider-level with the need to reduce administrative burden on providers as much as possible. For there to be a meaningful impact on overall healthcare cost and quality, solutions and successes need to be sustainable, scalable and expand beyond local markets or specific groups of individuals. Covered California expects its QDP Issuers to support their providers to engage in a culture of continuous guality and value improvement, which will benefit both Covered California Enrollees and the QDP Issuer's entire California membership.

The Contractor shall comply with the requirements in this Agreement by January 1, 2022 unless otherwise specified.

This Quality, Network Management and Delivery System Standard outlines the ways that Covered California and the Contractor will focus on the promotion of better care and higher value for the Plan Enrollees and for other California health care consumers. This focus will require both Covered California and the Contractor to coordinate with and promote alignment with other organizations and groups that seek to deliver better care and higher value. By entering into this Agreement with Covered California, Contractor affirms its commitment to be an active and engaged partner with Covered California and to work collaboratively to define and implement additional initiatives and programs to continuously improve guality and value.

Covered California and Contractor recognize that driving the significant improvements needed to ensure better quality care is delivered at lower cost will require tactics and strategies that extend beyond the term of this agreement. Success will depend on establishing targets based on current performance, national benchmarks and the best improvement science, conducting rigorous evaluation of progress, and adjusting goals annually based on experience.

This Attachment 7 contains numerous reports that will be required as part of the annual certification and contracting process with QDP Issuers. Contractor shall submit all required reports as defined in this Attachment 7 and listed in the annual "Contract Reporting Requirements" table found on Covered California's Extranet site: (Plan Home, in the Resources folder, Contract Reporting Compliance subfolder). This information will be used for negotiation and evaluation purposes regarding any extension of this Agreement and will be reported as requested in the annual application for certification.

Covered California will use information on cost, quality, and disparities provided by Contractor to evaluate and publicly report both QHP Issuer performance and its impact on the healthcare delivery system and health coverage in California.

## Article 1. Improving Care, Promoting Better Health and Lowering Costs

**1.01 Coordination and Cooperation.** Contractor and Covered California agree that the Quality, Network Management and Delivery System Standards serve as a starting point for what must be ongoing, refined, and expanded efforts to promote improvements in care for Enrollees and across Contractor's California members. Improving and building on these efforts to improve oral health care and reduce administrative burdens will require active partnership between both Covered California and the Contractor, but also with Providers, consumers, and other important stakeholders.

i:1) Covered California shall facilitate ongoing discussions with the Contractor and other stakeholders through the Covered California's Plan Management and Delivery System Reform Advisory Group, Dental Technical Workgroup, and through other forums as may be appropriate to work with Contractors to assess the elements of this section and their impact, and ways to improve upon them, on:

- •(a) Enrollees and other consumers;
- •(b)Providers in terms of burden, changes in payment and rewarding the Triple Aim of •(b) improving care, promoting better health, and lowering costs; and
- \*(<u>c</u>)Contractors in terms of the burden of reporting, participating in quality or delivery system efforts.

ii.2) The Contractor agrees to participate in the Covered California advisory and planning processes, including but not limited to participating in the Plan Management and Delivery System Reform Advisory Group and Dental Technical Workgroup.

**1.02 Participation in Collaborative Quality Initiatives.** Covered California and Contractor will collaboratively identify and evaluate the most effective programs for improving care for Enrollees, and Covered California and Contractor may consider participation by Contractor as a requirement for future certification.

**1.03 Reducing Health Disparities and Assuring Health Equity.** Covered California and the Contractor recognize that promoting better health requires a focus on addressing health disparities and health equity. Because of this, Contractor agrees to work with Covered California to identify strategies that will address health disparities in meaningful and measurable ways. This shall include:

 Participating in Covered California workgroups and forums to share strategies and tactics that
are particularly effective; **Formatted:** Indent: Left: 0", First line: 0.5", Numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.38" + Indent at: 1.5"

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Formatted: Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75" 2) Working with Covered California to determine how data can best be collected and used to support improving oral health equity including the extent to which data might be better collected by Covered California or the Contractor and how to assure that the collection and sharing of data is sensitive to Enrollees' preferences. In working with Covered California, Contractor agrees to report how it plans to collect and use data on demographic characteristics, including but not limited to:

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(i) Age

- (ii) Race
- (iii) Ethnicity
- (iv) Gender
- (v) Primary language
- (vi) Disability status

## Article 2. Provision and Use of Data and Information for Quality of Care

**2.01 Dental Utilization Reporting.** Contractor shall submit to Covered California dental utilization data to include the measure numerator, denominator and rate for the required measure set. Covered California reserves the right to use the Contractor-reported measures scores to construct Contractor summary quality ratings that Covered California may use for such purposes as Covered California's plan oversight management.

#### 2.02 Data Submission Requirements

2.02.1 Covered California and the Contractor recognize the importance of submitting timely and appropriate data for use in improving quality of care.

2.02.2 Contractor must comply with the following data submission requirements:

- (a)1) General Data Submission Requirements
  - (b)(a) California law requires Contractor to provide Covered California with information on cost, quality, and disparities to evaluate the impact of Covered California on the health delivery system and health coverage in California. <u>information from qualified dental plan issuers since the inception of Covered California.</u>
  - (c)(b) California law requires Contractor to provide Covered California with data needed to conduct audits, investigations, inspections, evaluations, analyses, and other activities needed to oversee the operation of Covered California, which may include <u>but need not be limited to</u> financial and other data pertaining to Covered California's oversight obligations. California law further specifies that any such data shall be provided in a form, manner, and frequency specified by Covered California.
  - (d)(c) The data which Contractor is required to provide Healthcare Evidence Initiative Data ("HEI Data") that may include, but need not be limited to, data and other information pertaining to quality measures affecting enrollee health and improvements in healthcare care coordination and patient safety. This data may likewise include enrollee claims and encounter data needed to monitor compliance with applicable provisions of this Agreement pertaining to improvements in health equity and disparity reductions, performance improvement strategies, individual payment methods, as well as enrollee-specific financial data needed to evaluate enrollee costs and utilization experiences. Covered California agrees to use HEI Data for only those purposes authorized by applicable law.
  - (e)(d) The Parties mutually agree and acknowledge that financial and other data needed to evaluate <u>enrollee Enrollee</u> costs and utilization experiences shall include, but need not be limited to, information pertaining to contracted provider reimbursement rates and historical data as required by applicable California law.
  - (f)(e) Covered California <u>may, in its sole discretion</u>, requires<u>that</u> certain HEI Data submissions be transmitted to Covered California through a vendor (herein, "HEI

Formatted: Indent: Hanging: 0.5", Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1" Vendor") which will has have any and all legal authority to receive and been authorized by Covered California to receive and collect such data on Covered California's behalf. Notwithstanding the foregoing, the parties mutually agree and acknowledge that the form, manner, and frequency wherein Covered California may require the submission of HEI Data may, in Covered California's discretion, require the use of alternative methods for the submission of any such data. Such alternative methods may include but need not be limited to data provided indirectly through an alternative vendor or directly to Covered California either via the terms of this Agreement or the certification process for Covered California participation. Covered California will provide Contractor with sufficient notice of any such alternative method.

- (g) The parties further mutually agree that the aforementioned HEI Data may include information which represents Protected Health Information ("PHI") for purposes of the HIPAA Privacy Rule (45 CFR §160.103), and that such data may no longer be subject to the HIPAA Privacy Rule once disclosed by Contractor to HEI Vendor and/or Covered California.
- 2) Disclosures to Healthcare Evidence Initiative Vendor (HEI Vendor):
  - (a) Covered California represents and warrants that <u>any HEI Vendor which, in its</u> <u>sole discretion</u>, Covered California has entered into <u>ashould</u> contract with <u>to an</u> <u>HEI Vendor to</u> assist with its oversight functions <u>and activities shall have any and</u> <u>all legal authority to provide any and such assistance, including but not limited to</u> <u>the authority to collect, store, and process and activities and that under the terms</u> <u>of its contract with Covered California, HEI Vendor has been authorized to</u> <u>collect, store, and process HEI Data which Contractor is required to provide herein.</u> <u>subject to this Agreement.</u>
  - (b) To facilitate the submission of the HEI Data to HEI Vendor, Covered California may, in its discretion, require the execution of a separate data sharing or other similar agreement (herein, "DUA") by and between Contractor and HEI Vendor, which shall at all times govern the submission of HEI Data from Contractor to HEI Vendor.
  - (c) Prior to execution, Contractor shall provide a draft copy of the DUA to the Covered California Privacy Office for review and approval. Contractor shall at all times ensure that the DUA is current, up-to-date, and consistent with the terms and conditions of this Agreement and shall provide the Privacy Office with draft copies of any revisions, modifications, or amendments to the DUA prior to execution.
  - (db) The parties acknowledge <u>that any such</u> HEI Vendor <u>has beenshall be</u> retained by and <u>is working</u> solely for <u>with</u> Covered California and that <u>once HEI Data has</u> <u>been disclosed to HEI Vendor</u>. Covered California shall be responsible for HEI Vendor's protection, use and disclosure of any such HEI Data, <u>in addition to the</u> <u>obligations arising under any agreement between Contractor and HEI Vendor</u>.

(c) Notwithstanding the foregoing, Covered California acknowledges and agrees that disclosures of HEI Data to HEI Vendor or to Covered California shall at all times be subject to conditions or requirements imposed under applicable federal or California State law. <u>Dd</u>isclosures of HEI Data to HEI Vendor or to Covered California shall at all times be subject to conditions or requirements imposed under applicable federal or California sState law.

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3) HEI Vendor Designation:

і <u>)(а)</u>	Vendor	Covered California terminate its contract with its <u>then</u> _current HEI ← , Covered California shall provide Contractor with at least sixty (60)thirty ys' written notice in advance of the effective date of such termination.	<b>Formatted:</b> Indent: Left: 1", Hanging: 0.5", Numbered + Level: 1 + Numbering Style: a, b, c, + Start at: 1 + Alignment: Left + Aligned at: 1.06" + Indent at: 1.31"
<mark>i)(b)</mark>	Contrac have w	eceipt of the aforementioned written notice from Covered California, the ctor shall terminate any applicable DUA-data-sharing agreement it may ith Covered California's then-current HEI Vendor and shall discontinue the on of HEI Data to Covered California's then-current HEI Vendor.	
<del>ii)</del> —	<del>make a</del> <del>submis</del>	ng the selection of a new HEI Vendor, Covered California shall at all times ny and all reasonable efforts to maintain consistency with regard to data sion formats and requirements so as to minimize disruptions to ctor's operations.	
(a) 4) Covered California shall notify Contractor of the selection of an alternative HEI Vendor ← as soon as reasonably practicable and the parties shall at all times cooperate in good faith to ensure the timely transition to execution of any new DUA between Contractor and the new HEI Vendor, which Covered California, in its discretion, may require.			<b>Formatted:</b> Numbered + Level: 1 + Numbering Style: a, b, c, + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1"
4 <del>)</del>	5) HIPAA Privacy Rule:		Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, + Start at: 4 + Alignment: Left + Aligned at: 1.06" + Indent at: 1.31" Formatted: Indent: Left: 1", Hanging: 0.5", Numbered +
<del>i)<u>(</u>a)</del>	PHI Disclosures Required by California law:		
	i)	California law requires <u>the</u> Contractor to provide HEI Data in a form, manner, and frequency determined by Covered California. Covered California has retained and designated HEI Vendor to collect and receive certain HEI Data information on its behalf.	Level: 1 + Numbering Style: a, b, c, + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1"
	ii)	Accordingly, the parties mutually agree and acknowledge that the disclosure of any HEI Data to Covered California or to HEI Vendor which represents PHI is permissible and consistent with applicable provisions of the HIPAA Privacy Rule which permit Contractor to disclose PHI when such disclosures are required by law (45 CFR §164.512(a)(1)).	
<del>ii)<u>(</u>b</del>	)PHI Dis	closures For Health Oversight Activities:	Formatted: Indent: Left: 1", Hanging: 0.5", Numbered + Level: 1 + Numbering Style: a, b, c, + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1" Formatted: Indent: Left: 1.5", Numbered + Level: 1 + Numbering Style: i, ii, iii, + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.5"
	<del>(d)<u>i)</u></del>	The parties mutually agree and acknowledge that applicable California law (CA Gov Code §100503.8) requires Contractor to provide Covered California with HEI Data for the purpose of engaging in health oversight activities and declares Covered California to be a health oversight agency for purposes of the HIPAA Privacy Rule (CA Gov Code §100503.8).	
	<del>(e)</del> ii)	The HIPAA Privacy Rule defines a "health oversight agency" to consist of a person or entity acting under a legal grant of authority from a health oversight agency (45 CFR §164.501) and HEI Vendor has been granted legal authority to collect and receive HEI Data from Contractor on Covered California's behalf.	
	<del>(f)</del> iii)	Accordingly, the parties mutually acknowledge and agree that the provision of any HEI Data by Contractor to Covered California or HEI	

Vendor which represents PHI is permissible under applicable provisions of the HIPAA Privacy Rule which permit the disclosure of PHI for health oversight purposes (45 CFR §164.512(d).

- iii)(c) Publication of Data and Public Records Act Disclosures:
- 3)i) The Contractor acknowledges that Covered California intends The parties mutually acknowledge and agree that California law requires Covered California to publish certain HEI Data provided by Contractor pertaining to its cost-\_reduction efforts, quality improvements, and disparity reductions.
- 4)<u>ii)</u>Notwithstanding the foregoing, the parties mutually acknowledge and agree that data shall at all times be disclosed in a manner which protects the <u>Personal Information (as that term is defined by the California Information</u> <u>Privacy Act) Personally-Identifiable Information</u> of <u>the</u>Contractor's <u>enrolleesEnrollees or prospective enrollees</u>.
- 5)iii) The parties further acknowledge and agree that records which reveal contracted rates paid by Contractor to health care providers, as well as any enrollee cost share, claims or encounter data, cost detail, or information pertaining to enrollee payment methods, which can be used to determine contracted rates paid by Contractor to health care providers shall not at any time be subject to public disclosure and shall at all times be deemed to be exempt from compulsory disclosure under the Public Records Act. <u>Accordingly, Covered California shall take all reasonable steps necessary to ensure such records are not publicly disclosed.</u>

## 2.03 Quality and Delivery System Reform Reporting

Contractor will be required to respond to questions identified and required by Covered California in the annual certification application related to quality and delivery system reform requirements in this Attachment 7.

Such information will be used by Covered California to evaluate Contractor's performance under the terms of the Quality, Network Management, Delivery System Standards and Improvement Strategy and in connection with the evaluation regarding any extension of this Agreement and the certification process for subsequent years. The timing, nature and extent of such responses will be established by Covered California based on its evaluation of various quality-related factors.

### 2.04 Data Measurement Specifications

Contractor shall report metrics specified herein, as specified, and as requested by Covered California. Covered California and Contractor agree to work collaboratively during the term of this Agreement to enhance the data specifications and further define the requirements.

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2.05 Determining Enrollee Health Status and Use of Risk Assessments. Contractor shall demonstrate the capacity and systems to collect, maintain, and use individual information about Covered California Plan Enrollees' oral health status and behaviors in order to promote better oral health and to better manage Enrollees' oral health conditions. Contractor shall demonstrate the use of Risk Assessment to identify members in need of dental treatment services including but not limited to preventive and diagnostic services.

To the extent the Contractor uses or relies upon Risk Assessments to determine oral health status, Contractor shall offer, upon initial enrollment and on a regular basis thereafter, a Risk Assessment to all Plan Enrollees, including those Plan Enrollees that have previously completed such an assessment. If a Risk Assessment tool is used, it is recommended that the Contractor select a tool that adequately evaluates Plan Enrollees current oral health status and provides a mechanism to conduct ongoing monitoring for future intervention(s).

### 2.06 Reporting to and Collaborating with Covered California Regarding Health Status.

Contractor shall provide to Covered California, in a format that shall be mutually agreed upon, information on how it collects and reports, at both individual and aggregate levels, changes in Covered California Plan Enrollees' oral health status. Reporting may include a comparative analysis of oral health status improvements across geographic regions and demographics.

Contractor shall report to Covered California its process to monitor and track Plan Enrollees' oral health status, which may include its process for identifying individuals who show a decline in oral health status, and referral of such Plan Enrollees to Contractor care management and chronic condition program(s) as defined in Section 4.03, for the necessary intervention. Contractor shall annually report to Covered California the number of Plan Enrollees who are identified through their selected mechanism and the results of their referral to receive additional services.

Contractor agrees to work with Covered California to standardize: (1) indicators of Plan Enrollee risk factors; (2) oral health status measurement; and (3) oral health assessment questions across all Contractors, with the goal of having standard measures used across Covered California's Contractors in a period of time mutually agreed upon by Contractor and Covered California.

## Article 3. Preventive Health and Wellness

**3.01 Health and Wellness Services.** Contractor is required to actively outreach and monitor the extent to which Covered California Plan Enrollees obtain preventive health and wellness services within the Enrollee's first year of enrollment. Contractor shall submit information annually to Covered California related to Plan Enrollees' access to preventive health and wellness services. Specifically, Contractor shall assess and discuss the participation by Plan Enrollees in necessary diagnostic and preventive services appropriate for each enrollee.

Contractor shall annually submit to Covered California documentation of a health and wellness communication process to Covered California Enrollees and Participating Providers.

**3.02 Community Health and Wellness Promotion.** Covered California and Contractor recognize that promoting better health for Plan Enrollees also requires engagement and promotion of community-wide initiatives that foster better health, healthier environments, and the promotion of healthy behaviors across the community. Contractor shall report annually, in a format as specified by Covered California, the initiatives, programs and/or projects that it supports that promote wellness and better community health that specifically reach beyond the Contractors' Enrollees. Such programs may include, but are not limited to, partnerships with local or state public health departments and voluntary health organizations which operate preventive and other health programs.

Contractor shall develop and provide reports on how it is participating in community health and wellness promotion. It is recommended that report information be coordinated with existing national measures, whenever possible.

#### Article 4. Access, Coordination, and At-Risk Enrollee Support

Covered California and Contractor recognize that access to care, coordination of care, and early identification of high risk enrollees are central to the improvement of Enrollee health. Traditionally, primary care dentists have provided an entry point to the system (access), coordination of care, and early identification of at-risk patients, and the Covered California strongly encourages the full use of PCPs by Contractors. Contractor and the Covered California shall identify further ways to increase access and coordination of care and agree to work collaboratively to achieve these objectives.

**4.01 Encouraging Consumers' Access to Appropriate Care.** Contractor is encouraged to assist Covered California Enrollees in selecting a primary care dentist, dental clinic, or Federally Qualified Health Center that provides dental care within sixty (60) days of enrollment. In the event the Enrollee does not select a primary care dentist within the allotted timeframe, Contractor may auto-assign the enrollee to a primary care dentist and the assignment shall be communicated to the Plan Enrollee. The Contractor will also make reasonable effort to notify the primary care dentist of the Enrollee assignment. In the event of an auto-assignment, Contractor shall use commercially reasonable efforts to make the primary care dentist assignment consistent with an Enrollee's stated gender, language, ethnic and cultural preferences, if known. It is recommended that consideration be given to, geographic accessibility and existing family member assignment or prior provider assignment.

**4.02 Promoting Development and Use of Effective Care Models** Contractor shall report annually, in a format to be mutually agreed upon between Contractor and Covered California, on: (1) the number and percentage of Covered California Plan Enrollees who have selected or been assigned to a primary care dentist, as described in Section 4.01. In the event that the reporting requirements identified herein include Protected Health Information, Contractor shall provide Covered California only with de-identified Protected Health Information as defined in 45 C.F.R. § 164.514.

Contractor shall not be required to provide Covered California any data, information, or reports that would violate peer review protections under applicable laws, rules, and regulations.

**4.03 Identification and Services for At-Risk Enrollees.** Contractor agrees to identify and proactively manage Enrollees with existing and newly diagnosed need for dental treatment beyond diagnostic and preventive dental services and Enrollees with chronic conditions and who are most likely to benefit from well-coordinated care ("At-Risk Enrollees"). Contractor agrees to support disease management activities at the plan or dental provider level that meet standards of accrediting programs such as the Utilization Review Accreditation Commission (URAC). As described in Section 2.04, Contactor shall determine the health status of its new Enrollees including identification of those with chronic conditions or other significant dental needs within the first one hundred twenty (120) days of enrollment, provided Covered California has provided timely notification of enrollment. Covered California will work with Contractor to develop a documented process, care management plan, and strategy for targeting At-Risk Enrollees. Such documentation may include the following:

(a) Methods to identify and target At-Risk Enrollees;

visit;

(b) Description of Contractor's predictive analytic capabilities to assist in identifying At-Risk Enrollees who would benefit from early, proactive intervention;

(c) Communication plan for known At-Risk Enrollees to receive information prior to provider

(d) Process to update At-Risk Enrollee dental history in the Contractor maintained Plan Enrollee health profile;

(e) Mechanisms to evaluate access within provider network, on an ongoing basis, to ensure that an adequate network is in place to support a proactive intervention and care management program for At-Risk Enrollees;

(f) Care and network strategies that focus on supporting a proactive approach to At-Risk Plan Enrollee intervention and care management. Contractor agrees to provide Covered California with a documented plan and include "tools" and strategies to supplement or expand care management and Provider network capabilities, including an expansion or reconfiguration of specialties or health care professionals to meet clinical needs of At-Risk Enrollees.

(g) Data on number of Enrollees identified and types of services provided.

**4.04 Teledentistry and Remote Monitoring.** In the annual application for certification, Contractor will be required to report the extent to which the Contractor is supporting and using technology to assist in higher quality, accessible, patient-centered care, and the utilization for Enrollees on the number of unique patients and number of separate servicing provided for teledentistry and remote home monitoring. Contractor agrees to work with Covered California to provide comparison reporting for its other lines of business to compare performance and inform future requirements for Covered California where comparative data can offer meaningful reference points. Such information will be used for negotiation and evaluation purposes regarding any extension of this Agreement and the annual certification process for subsequent years.

Reporting requirements will be met through completing the annual application for certification, but contractor may supplement such reports with data on the efficacy and impact of such utilization. These reports must include whether these models are implemented in association with Dental Home models or are independently implemented.

### Article 5. Patient-Centered Information and Communication

**5.01 Provider Cost and Quality.** Contractor shall provide Covered California with its plan, measures, and process to provide Plan Enrollees with current cost and quality information for network providers. Contractor shall report how it is or intends to make provider specific cost and quality information available by region, and the processes by which it updates the information. Information delivered through Contractor's Provider performance programs shall be meaningful to Plan Enrollees and reflect a diverse array of Provider clinical attributes and activities, including but not limited to: provider background; quality performance; patient experience; volume; efficiency; and price of services. The information shall be integrated and accessible through one forum providing Plan enrollees with a comprehensive view.

**5.02 Enrollee Cost Transparency.** Covered California and Contractor acknowledge and agree that information relating to the cost of procedures and services is important to Enrollees, Covered California, the Contractor, and Providers. Covered California also understands that Contractor negotiates Agreements with Providers, including dental practice groups and other clinical providers, which may result in varied Provider reimbursement levels for identical services or procedures. In the event that Contractor's Provider contracts result in different Provider reimbursement levels that have an impact on Plan Enrollee costs within a specific region, as defined by paid claims for Current Dental Terminology (CDT) services, Contractor agrees to provide Covered California with its plan, measures, and process to assist Plan Enrollees in identifying total cost and out-of-pocket cost information for the highest frequency and highest cost service(s) and or procedure(s). When available, this pricing information shall be prominently displayed and made available to both Plan Enrollees and contractor Providers if provided. This information shall be updated on at least an annual basis unless there is a contractual change that would change enrollee out-of-pocket costs by more than 10%. In that case, information must be updated within thirty (30) days of the effective date of the new contract.

**5.03** Enrollee Benefit Information. Contractor shall provide Plan Enrollees with current information regarding annual out-of-pocket costs, status of deductible, status of benefit limit if applicable, and total oral health care services received to date.

# Article 6. Promoting Higher Value Care

Reserved for future use

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

#### **Glossary of Key Terms**

**Care Management** - Healthcare services, programs and technologies designed to help individuals with certain long-term conditions better manage their overall care and treatment. Care management typically encompasses Utilization Management (UM), Disease Management (DM) and Case Management (CM). Care Management's primary goal is to prevent the sick from getting sicker, and avoiding acute care events. Care Management is usually considered a subset of Population Health Management.

**Contractor** - The Dental Insurance Issuer contracting with Covered California under this Agreement to offer a QDP and perform in accordance with the terms set forth in this Agreement.

**Covered California** – The California Health Benefit Exchange, doing business as Covered California and an independent entity within the State of California.

**Delivery System Transformation** - A set of initiatives taken by purchasers, employers, health plans or providers, together or individually, to drive the creation and preferred use of care delivery models that are designed to deliver higher value aligned with the "Triple Aim" goals of patient care experience including quality and satisfaction, improve the health of the populations, and reduce the per capita cost of health care services. Generally, these models require improved care coordination, provider and payer information sharing, and programs that identify and manage populations of individuals through care delivery and payment models.

**Dental Primary Care** - Professional guidelines for addressing pediatric oral health needs are predicated on early and periodic clinical examinations to assess for evidence of pathologic changes or developmental abnormalities, diagnoses to determine treatment needs, and follow-up care for any conditions requiring treatment. These recurring periodic oral assessments ("dental checkups") are generally coupled with routine preventive services and increasingly seek to incorporate assessments of risk factors that elevate the likelihood of destructive changes if allowed to persist. This pattern of periodic assessments, preventive services, and necessary follow-up care also generally applies for adults, who collectively are more susceptible to the development of periodontal disease, oro-pharangeal cancers, and other soft tissue abnormalities.

**Dental Home** - Oral health care is best delivered in a "dental home" where competent oral health care practitioners provide continuous and comprehensive services. It is recommended that a dental home be established at a young age. An adequate dental home shall be expected to provide patients with: an accurate examination and risk assessment for dental diseases; an individualized preventive dental health program based upon the examination and risk assessment; information about proper diet and nutrition practices; a continuing care provider that accomplishes restorative and surgical dental care when necessary in a manner consistent with the patient's psychological needs; referrals to dental specialists when care cannot be directly provided within the dental home; and coordination of care with the patient's primary care medical provider as applicable. Additionally, for pediatric patients and their caregivers, an adequate dental home shall provide advice for injury prevention and a plan for dealing with dental emergencies, information about proper care of the child's teeth and supporting structures, pit and fissure sealants, a place for the child and parent to establish a positive attitude about dental health, and anticipatory guidance about growth and developmental issues.

**Enrollees** – Enrollee means each and every individual enrolled for the purpose of receiving dental benefits.

**Population Health Management** - A management process that strives to address health needs, including oral health, at all points along the continuum of health and wellbeing, through participation of, engagement with and targeted interventions for the population. The goal of a Population Health Management program is to maintain and/or improve the physical and psychosocial wellbeing of individuals through cost-effective and tailored health solutions.

**Preventive Health and Wellness Services** - The provision of specified preventive and wellness services and chronic disease management services, including preventive care, screening and immunizations, set forth under Section 1302 of the Affordable Care Act (42 U.S.C. Section 18022) under Section 2713 of the Affordable Care Act (42 U.S.C. § 300gg-13), to the extent that such services are required under the California Affordable Care Act.

**Qualified Dental Plan or QDP**– A dental care service plan contract or policy of insurance offered by a QDP Issuer and certified by Covered California.

**Qualified Dental Plan Issuer or QDP Issuer** - A licensed dental care service plan or insurer that has been selected and certified by Covered California to offer QDPs through Covered California.

**Teledentistry** - A mode of delivering professional dental care and public dental services to a patient through information and communication technologies to facilitate the diagnosis, consultation, treatment, education, care management, and self-management of a patient's dental care while the patient is at the originating site and the dental care provider is at a distant site.