Cover Page

Covered California Qualified Health Plan Issuer Contract for Individual Market Attachment 2 Performance Standards with Penalties November 10, 2022 Update

The following is the draft 2024 Amendment of Attachment 2 for the Individual market for an external comment period.

All documents will be posted to the Plan Management HBEX webpage: https://hbex.coveredca.com/stakeholders/plan-management/.

In this 2023-2025 QHP Issuer Contract, Covered California is implementing the Quality Transformation Initiative as the main primary financial incentive for quality and health equity performance and improvement. This Attachment 2 – Performance Standards with Penalties specifies performance standards in the areas of health disparities, payment strategies, enrollee experience, data quality and completeness, and oral health, that are critical to Covered California meeting its mission.

The total amount at risk for Contractor's failure to meet the Performance Standards is equal to 0.5% of the total Gross Premium for the applicable Plan Year (At-Risk Amount). The amount at risk for each Performance Standard is a percent of the total 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. 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.

This table represents a summary of the Performance Standards with Penalties which are detailed further in this Attachment:

	Performance Standards with Penalties	Percent of At- Risk Amount 2023	Percent of At- Risk Amount 2024	Percent of At- Risk Amount 2025
Health	Reducing Health Disparities: Demographic Data	10%	5%	5%
Disparities	Collection – Enrollee Race and Ethnicity Self-Identification			
	2. Reducing Health Disparities: Demographic Data	10% (for	5%	5%
	Collection – Enrollee Spoken and Written Language	reporting)		
	3. Reducing Health Disparities: Disparities Reduction	10%	10%	10%
	Intervention			
	4. National Committee for Quality Assurance (NCQA)	0%	10%	10%
	Health Equity Accreditation			
Payment	5. Primary Care Payment	10%	10%	10%
	6 Drimany Cara Spand	10% (for	5%	5%
	6. Primary Care Spend	reporting)		
	7. Dayment to Support Networks Board on Value	10% (for	10%	10%
	7. Payment to Support Networks Based on Value	reporting)		
Enrollee	8. Quality Rating System (QRS) QHP Enrollee Experience	20%	20%	20%
Experience	Summary Indicator Rating			

Data	9. Healthcare Evidence Initiative (HEI) Data and Patient	20%	20%	20%
	Level Data (PLD) Submission			
Oral Health	10. Oral Evaluation, Dental Services (OEV-CH-A) (NQF #2517) (Pediatric) Dental Quality Alliance (DQA) Pediatric Measure Set	0%	5% 2.5%	5 %2.5%
	11. Topical Fluoride for Children, Dental Services (TFL-CH-A) (NQF #2528) (Pediatric)	<u>0%</u>	<u>2.5%</u>	<u>2.5%</u>

During the term of this Agreement, Contractor shall meet or exceed the Performance Standards identified in this Attachment. Contractor shall be responsible for payment of penalties for Contractor's failure to meet the Performance Standards in accordance with the terms set forth in Article 7 of the Agreement and this Attachment. 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.

The total amount at risk for Contractor's failure to meet the Performance Standards is equal to 0.2% of the total Gross Premium for the applicable Plan Year (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. 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 will provide the Contractor an Initial Contractor Performance Standard Evaluation Report, covering preliminary year end data available, which Covered California will send to Contractor for review no later than February 28th of the following calendar year.

When the results of the Performance Standards are calculated, Covered California will provide Contractor with a Final Contractor Performance Standard Evaluation Report, along with an invoice, within sixty (60) Days of receipt of the Performance Standards data requirements. Contractor shall remit payment to Covered California within thirty (30) 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) 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) 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 13.1 of the Agreement.

Contractor shall not be responsible for any failure to meet a Performance Standard if and to the extent that the failure is excused pursuant to Section 13.7 of the Agreement (Force Majeure), or the parties agree that the lack of compliance is due to Covered California's failure to properly or timely perform (or cause to be properly or timely performed) any responsibility, duty, or other obligation under this Agreement, provided that Contractor timely notifies Covered California of the problem and uses commercially reasonable efforts to perform and meet the Performance Standards notwithstanding Covered California's failure to perform or delay in performing.

If Contractor wishes to avail itself of one of these exceptions, Contractor must notify Covered California in its response to the performance report identifying the failure to meet such Performance Standard. This response must include: (a) the identity of the Performance Standard that is subject to the exception, and (b) the circumstances that gave rise to the exception in sufficient detail to permit Covered California to evaluate whether Contractor's claim of exception is valid.

Notwithstanding anything to the contrary herein, in no event shall any failure to meet a Customer Satisfaction Performance Standard fall within an exception.

The Parties may adjust, suspend, or add Performance Standards from time to time, upon written agreement of the parties, without an amendment to this contract.

Covered California and Contractor shall work together to periodically review and adjust the specific measures consistent with any applicable Federal regulations.

Performance Standards with Penalties

Quality, Equity, And Delivery System Transformation Standards

Definitions for Performance Standards: 1-7

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 1

- 1. Reducing Health Disparities: Demographic Data Collection Enrollee Race and Ethnicity Self-Identification Attachment 1, Article 1.01
- a) If Contractor was contracted with Covered California in Plan Year 2022, Contractor must meet the target of eighty percent (80%) Enrollee self-reported race and ethnicity data for Enrollees. Contractor must demonstrate compliance by including valid race and ethnicity attributes for at least 80% of Enrollees in its Healthcare Evidence Initiative (HEI) data submissions.

Please note the following specifications:

- a. See list of acceptable standard values in separate methodology document.
- b. "Other", "mixed", "multi-racial", etc. values do apply toward meeting the 80% race and ethnicity standard.
- c. "Null", "blank", "missing", "unknown", "not reported", "decline to state", etc. values DO NOT apply toward meeting the 80% race and ethnicity standard.

Measurement Year 2023	Measurement Year 2024	Measurement Year 2025
Contractor does not meet the 80% standard for self-reported racial and ethnic data for Enrollees: 10% penalty	Contractor does not meet the 80% target for self-reported racial and ethnic data for Enrollees: 5% penalty	Contractor does not meet the 80% target for self-reported racial and ethnic data for Enrollees: 5% penalty
Contractor meets the 80% standard for self-reported racial and ethnic data for Enrollees: no penalty	Contractor meets the 80% target for self-reported racial and ethnic data for Enrollees: no penalty	Contractor meets the 80% target for self-reported racial and ethnic data for Enrollees: no penalty

b) If Contractor was not contracted with Covered California in Plan Year 2022, Contractor must meet the target of eighty percent (80%) Enrollee self-reported race and ethnicity data for Enrollees by Plan Year 2024. Contractor must establish a baseline for collection of self-identified race and ethnicity data by Plan Year 2023. Contractor must demonstrate compliance by including valid race and ethnicity attributes for at least 80% of Enrollees in its Healthcare Evidence Initiative (HEI) data submissions.

Please note the following specifications:

- a. See list of acceptable standard values in separate methodology document.
- b. "Other", "mixed", "multi-racial", etc. values do apply toward meeting the 80% race and ethnicity standard.
- c. "Null", "blank", "missing", "unknown", "not reported", "decline to state", etc. values DO NOT apply toward meeting the 80% race and ethnicity standard.

Measurement Year 2023	Measurement Year 2024	Measurement Year 2025
Contractor does not establish a	Contractor does not meet the 80%	Contractor does not meet the 80%
baseline for collection of self-identified	target for self-reported racial and	target for self-reported racial and
race and ethnicity data: 10% penalty	ethnic data for Enrollees: 5% penalty	ethnic data for Enrollees: 5% penalty
Contractor establishes a baseline for	Contractor meets the 80% target for	Contractor meets the 80% target for
collection of self-identified race and	self-reported racial and ethnic data for	self-reported racial and ethnic data
	•	•
ethnicity data: no penalty	Enrollees: no penalty	for Enrollees: no penalty

Performance Standards with Penalties

Quality, Equity, And Delivery System Transformation Standards

Performance Standard 2

2. Reducing Health Disparities: Demographic Data Collection – Enrollee Spoken and Written Language – Attachment 1, Article 1.01

Contractor must include valid spoken and written language attributes for Enrollees in its HEI submissions for 2023 and must meet the negotiated annual standard for self-reported spoken <u>orand</u> written language in 2024 and 2025. Contractor must demonstrate compliance by including valid spoken and written language attributes for Enrollees in its Healthcare Evidence Initiative (HEI) data submissions.

Measurement Year 2023

Contractor does not include valid spoken and written language attributes for Enrollees in its HEI submissions: 10% penalty

Contractor includes valid spoken and written language attributes for Enrollees in its HEI submissions: **no penalty**

Measurement Year 2024

Contractor does not meet the negotiated annual standard for self-reported spoken <u>or written</u> language for Enrollees: 2.5% penalty

Contractor does not meet the negotiated annual standard for self-reported written language for Enrollees: 2.5% penalty

Contractor meets the negotiated annual standard for self-reported spoken <u>orand</u> written language for Enrollees: **no penalty**

Measurement Year 2025

Contractor does not meet the negotiated annual standard for self-reported spoken or written language for Enrollees: 2.5% penalty

Contractor does not meet the negotiated annual standard for self-reported written language for Enrollees: 2.5% penalty

Contractor meets the negotiated annual standard for self-reported spoken <u>orand</u> written language for Covered California Enrollees: **no penalty**

Performance Standards with Penalties					
Quality, Equity,	Quality, Equity, And Delivery System Transformation Standards				
	Performance Standard 3				
3. Reducing Health Disparities: Dispariti		•			
a) If Contractor was contracted with Covered California in Plan Years 2020, 2021, and 2022, pursuant to Article 1.03 of Attachment 1, Contractor must meet a multi-year disparity reduction target beginning Plan Year 2023 as specified below.					
Measurement Year 2023	Measurement Year 2024	Measurement Year 2025			
Contractor does not meet disparity reduction target for identified disparity measure: 10% penalty	Contractor does not meet disparity reduction target for identified disparity measure: 10% penalty	Contractor does not meet disparity reduction target for identified disparity measure: 10% penalty			
Contractor meets disparity reduction target: no penalty	Contractor meets disparity reduction target for identified disparity measure: no penalty	Contractor meets disparity reduction target for identified disparity measure: no penalty			
b) If Contractor was contracted with Covered California in Plan Year 2022 but not 2021 or 2020, pursuant to Article 1.03 of Attachment 1, Contractor must meet a multi-year disparity reduction target beginning Plan Year 2025 and must meet the performance levels for Plan Year 2023 and 2024 as specified below.					
Measurement Year 2023	Measurement Year 2024	Measurement Year 2025			
Contractor does not submit a disparity reduction intervention proposal as specified by Covered California:10% penalty	Contractor does not meet the quality improvement target for the disparity intervention population based on the health disparity intervention proposal approved by Covered California:10% penalty	Contractor does not meet disparity reduction target for identified disparity measure: 10% penalty			

Contractor submits a disparity reduction intervention proposal as specified by Covered California: no penalty	Contractor meets the quality improvement target for the disparity intervention population based on the health disparity intervention proposal approved by Covered California: no penalty	Contractor meets disparity reduction target for identified disparity measure: no penalty
c) For Contractors not described in 3a ar meet the quality improvement target for the proposal and quality improvement target ap	intervention population by Plan Year 20	
Measurement Year 2023	Measurement Year 2024	Measurement Year 2025
Contractor does not complete disparity reduction intervention learning activities as specified by Covered California and does not meet mutually agreed upon milestone(s): 10% penalty Contractor completes disparity reduction intervention learning activities as specified Covered California and meets mutually agreed upon milestone(s): no penalty	Contractor does not submit a disparity reduction intervention proposal as specified by Covered California: 10% penalty Contractor submits a disparity reduction intervention proposal as specified by Covered California: no penalty	Contractor does not meet the quality improvement target for the disparity intervention population based on the health disparities intervention proposal approved by Covered California: 10% penalty Contractor meets the quality improvement target for the disparity intervention population based on the health disparities intervention proposal approved by Covered California:- no penalty

Performance Standards with Penalties				
Quality, Equ	ity, And Delivery System Transformati	on Standards		
A National Consulting San Constitution	Performance Standard 4	Tetter Attended Attale 4.04		
4. National Committee for Quality As	surance (NCQA) Health Equity Accred	itation – Attachment 1, Article 1.04		
Contractor must achieve and maintain NCQA Multicultural Health Care Distinction (MHCD) or Health Equity Accreditation by year-end 2023.				
Measurement Year 2023	Measurement Year 2024	Measurement Year 2025		
No assessment.	Contractor fails to achieve or maintain NCQA Health Equity Accreditation by January 1, 2024, or fails to maintain accreditation throughout 2024: 10% penalty	Contractor fails to achieve NCQA Health Equity Accreditation by January 1, 2025, or fails to maintain accreditation throughout 2025: 10% penalty		
	Contractor achieves NCQA Health Equity Accreditation by January 1, 2024, and maintains accreditation throughout 2024: no penalty	Contractor achieves NCQA Health Equity Accreditation by January 1, 2024, and maintains accreditation throughout 2025: no penalty		

Performance Standards with Penalties

Quality, Equity, And Delivery System Transformation Standards

Performance Standard 5

5. Primary Care Payment - Attachment 1, Article 4.01.3

Contractor must progressively expand and meet a minimum threshold for the number and percent of primary care clinicians paid through the Health Care Payment Learning and Action Network Alternative Payment Model (HCP LAN APM) categories of population-based payment (Category 4) or alternative payment models built on fee for service structure such as shared savings (Category 3) for each measurement year. Contractor's payment models must provide the revenue necessary for primary care clinicians to adopt accessible, data-driven, team-based care.

Measurement Year 2023

Contractor demonstrates that less than 40% of primary care clinicians are contracted under HCP LAN APM Category 3 or Category 4: **10% penalty**

Contractor demonstrates that 40% to less than 50% of primary care clinicians are contracted under HCP LAN APM Category 3 or Category 4: 7.5% penalty

Contractor demonstrates that 50% to less than 60% of primary care clinicians are contracted under HCP LAN APM Category 3 or Category 4: 5% penalty

Measurement Year 2024

Contractor demonstrates that less than 45% of primary care clinicians are contracted under HCP LAN APM Category 3 or Category 4: **10% penalty**

Contractor demonstrates that 45% to less than 55% of primary care clinicians are contracted under HCP LAN APM Category 3 or Category 4: 7.5% penalty

Contractor demonstrates that 55% to less than 65% of primary care clinicians are contracted under HCP LAN APM Category 3 or Category 4: 5% penalty

Measurement Year 2025

Contractor demonstrates that that less than 50% of primary care clinicians are contracted under HCP LAN APM Category 3 or Category 4: 10% penalty

Contractor demonstrates that 50% to less than 60% of primary care clinicians are contracted under HCP LAN APM Category 3 or Category 4: 7.5% penalty

Contractor demonstrates that 60% to less than 70% of primary care clinicians are contracted under HCP LAN APM Category 3 or Category 4: 5% penalty

Contractor demonstrates that 60% or
more primary care clinicians are
contracted under HCP LAN APM
Category 3 or Category 4: no penalty

Contractor demonstrates that 65% or more primary care clinicians are contracted under HCP LAN APM Category 3 or Category 4: **no penalty** Contractor demonstrates that 70% or more of primary care clinicians are contracted under HCP LAN APM Category 3 or Category 4: **no penalty**

Performance Standards with Penalties				
Quality, Equi	ity, And Delivery System Transformation	on Standards		
	Performance Standard 6			
6. Primary Care Spend – Attachment	1, Article 4.01.3			
Contractor must report on total primary care spend, as defined by the Integrated Healthcare Association (IHA), and the percent of spend within each Health Care Payment Learning and Action Network Alternative Payment Model (HCP LAN APM) category. Contractor must report the percent of spend within each HCP LAN APM category compared to its overall primary care spend.				
Measurement Year 2023	Measurement Year 2024	Measurement Year 2025		
Contractor does not report on its total primary care spend and the percent of spend within each HCP LAN APM category: 10% penalty	Performance standards to be developed.	Performance standards to be developed.		
Contractor reports on its total primary care spend and the percent of spend within each HCP LAN APM category: no penalty				

Performance Standards with Penalties
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Quality, Equity, And Delivery System Transformation Standards Performance Standard 7

7. Payment to Support Networks Based on Value – Attachment 1, Article 4.03.2

Contractor must report on its network payment models using the Health Care Payment Learning and Action Network Alternative Payment Model (HCP LAN APM) categories of fee for service with no link to quality and value (Category 1), fee for service with a link to quality and value (Category 2), alternative payment models built on a fee for service structure such as shared savings (Category 3), and population-based payment (Category 4). Contractor must report the percent of spend within each HCP LAN APM category compared to its overall budget.

Measurement Year 2023	Measurement Year 2024	Measurement Year 2025
Contractor does not report on its total network spend and the percent of spend within each HCP LAN APM category: 10% penalty	Performance standards to be developed.	Performance standards to be developed.
Contractor reports on its total network spend and the percent of spend within each HCP LAN APM category: no penalty		

Performance Standards with Penalties

Quality, Equity, And Delivery System Transformation Standards

Performance Standard 8

8. Quality Rating System (QRS) QHP Enrollee Experience Summary Indicator Rating

Contractor must meet a minimum performance threshold of three stars or above on the QRS QHP Enrollee Experience Summary Indicator rating.

QHP Issuers are required by CMS annually to collect and submit third-party validated Quality Rating System (QRS) measure data that will be used by CMS to calculate QHP QRS scores and ratings. QHP Issuers must submit QRS measure data to Covered California in accordance with Attachment 1, Article 5.01.1. QRS ratings include an overall rating and three summary indicator ratings of Clinical Quality Management, QHP Enrollee Experience, and Plan Efficiency, Affordability & Management rated on a scale of one to five stars.

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.

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

Measurement Years 2023, 2024, 2025

The QHP Enrollee Experience Summary Indicator (Members Care Experience) rating will be based on the QRS performance benchmarks supplied by CMS or adjusted or calculated, as appropriate, by Covered California.

- 1 Star: 20% performance penalty.
- 2 Stars: 10% performance penalty.
- 3-5 Stars: no penalty.

Performance Standards with Penalties

Healthcare Evidence Initiative (HEI) Data and Patient Level Data (PLD) Submissions Performance Standard 9

9. HEI Data Submission specific to HEI in Attachment 1, Article 5.02.1 Data Submission and PLD in Attachment 1, Article 1.02.1 Monitoring Disparities: Patient Level Data File

Contractor must complete full and regular submission of data according to the standards outlined in Attachment 1, Article 5.02.1 and Attachment 1, Article 1.02.1.

Definitions for Performance Standard 9

Full and Regular: All files, records, and portions of expected files for the intended period are present; formats match those in specifications or otherwise agreed to by Covered California, its HEI Vendor, and the data supplier; and data volumes, counts, and sums approximate the data supplier's historical patterns, or their deviation can be explained and justified by business circumstances identified by the data supplier.

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 or sums deviate significantly from historical submission patterns for the data supplier.

Late: Contractor submits data five (5) or more business days later than its scheduled monthly <u>HEI</u> submission date <u>or</u> annual PLD submission date.

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

Measurement Years 2023, 2024, 2025

Incomplete, irregular, late, or non-useable submission of HEI or PLD data: 3% penalty
 Failure to submit required financials (e.g., allowed, copay, coinsurance, and deductible amounts) or dental claims covered under medical benefits constitutes incomplete HEI submission. Failure to submit a unique person identifier as specified by Covered California and valid race and ethnicity attributes for each person in the denominator constitutes incomplete PLD submission.

Full and regular submission according to the formats specified and useable by Covered California within five (5) business days of the Contractor's scheduled monthly submission date: **no penalty**

2. Inpatient facility medical claim submissions admissions to California general acute care hospitals for which Covered California or its the HEI Vendor cannot identify and match at least 95% of California admissions to its Master Provider Indexthe current list of California healthcare facilities licensed by California Department of Public Health, Licensing and Certification: Licensed Healthcare Facility Listing - Datasets - California Health and Human Services Open Data Portal: 3% penalty

Contractor's submission meets or exceeds the 95% identification and matching standard: no penalty

- 3. Professional medical and drug claim submissions with rendering (medical) or ordering (drug) provider taxonomy and type missing or invalid on more than 2% of claim submissions: **2% penalty**Contractor's submission meets or exceeds the 98% populated and valid threshold: **no penalty**
- 4. Enrollment submissions with Primary Care Provider (PCP) National Provider Identifier (NPI) and Tax ID Number (TIN) missing or invalid on more than 1% of records: 2% penalty Contractor's submission meets or exceeds the 99% populated and valid threshold: no penalty
- Professional medical and drug claim submissions with rendering (medical) or ordering (drug) NPI and TIN missing or invalid on more than 1% of claims: 2% penalty
 Contractor's submission meets or exceeds the 99% populated and valid threshold: no penalty
- 6. Medical and drug claim submissions in which a file's allowed amount total varies by more than plus or minus 2% from the file's total sum of net plan payment, coinsurance, copayment, deductible, and third party amounts: **2% penalty**
 - Contractor's submission meets or exceeds the 98% summary financial validation threshold: no penalty
- 7. Medical claim, drug claim, or capitation record submissions unaccompanied by corresponding enrollment records more than 1% of the time: **2% penalty**Contractor's submission meets or exceeds the 99% matching enrollment threshold: **no penalty**

- 8. Enrollment, medical and drug claim, and capitation record submissions for which the HEI Vendor cannot identify and match at least 99% of records to a known insurance product for the data supplier, i.e., HIOS ID and year combination (on- or off-Exchange) or issuer-specific product ID and year combination (off-Exchange): **2% penalty** Contractor's submission meets or exceeds the 99% identification and matching threshold: **no penalty**
- 9. Drug claim submissions in which a file's allowed amount total varies by more than plus or minus 2% from the file's total sum of ingredient cost and dispensing fee amounts: **1% penalty**Contractor's submission meets or exceeds the 98% summary financial validation threshold: **no penalty**
- 10. Drug claim submissions with Drug Payment Tier missing or invalid on more than 1% of claims or with not all expected values (i.e., 1 = Generic, 2 = Brand Formulary, 3 = Brand Non-Formulary, 4 = Specialty Drug, and 5 = ACA Preventive Medication) represented at appropriate and accurate proportions and consistent with Contractor's formulary, as determined by comparison to Contractor's prior period data submissions, comparison to data aggregated from all data suppliers, and consultation with the Contractor: **1% penalty**Contractor's submission meets or exceeds the 99% populated and valid threshold and contains expected values at appropriate and accurate proportions: **no penalty**

Performance Standards with Penalties

Dental Quality Alliance (DQA) Pediatric Measure Set Oral Health Standards

Performance Standard 10

10. Oral Evaluation, Dental Services (OEV-CH-A) (NQF #2517) (Pediatric)

Contractor must meet the specified performance standard for the Oral Evaluation, Dental Services (OEV-CH-A) (NQF #2517) (Pediatric) measure.

Contractor shall submit the required Covered California Healthcare Evidence Initiative (HEI) Data for each measurement year to generate its pediatric oral health measures.

Dental Quality Alliance (DQA) Pediatric Measure Set

Contractor must submit the Dental Quality Alliance (DQA) Pediatric Measure Set for each specified measurement year and meet the specified performance standards in 2024 and 2025.

Contractor shall submit the required pediatric dental Covered California Healthcare Evidence Initiative (HEI) Data for each plan year, to generate its Dental Quality Alliance (DQA) pediatric measures.

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Measurement Year 2023	Measurement Year 2024	Measurement Year 2025		
No assessment.	Contractor establishes a baseline rate for this measure using HEI data.	NOTE: Performance standards for 2025 will be established using 2024 baseline data.		
	Contractor does not meet			
	performance standard: 2.5% penalty	Contractor does not meet performance standards: 2.5% penalty		
	Contractor meets performance			
	standard: no penalty	Contractor meets performance		
	NOTE: Performance standards for	standards: no penalty		
	2024 and 2025 will be established	permission		
	using 2023 baseline data.			
	Contractor does not meet			
	performance standard: 5% penalty			

Contractor meets performance	
standards: no penalty	

Performance Standards with Penalties

Oral Health Standards

Performance Standard 11

11. Topical Fluoride for Children, Dental Services (TFL-CH-A) (NQF #2528) (Pediatric)

Contractor must meet the specified performance standard for the Topical Fluoride for Children, Dental Services (TFL-CH-A) (NQF #2528) (Pediatric) measure.

Contractor shall submit the required Covered California Healthcare Evidence Initiative (HEI) Data for each measurement year to generate its pediatric oral health measures.

Measurement Year 2023	Measurement Year 2024	Measurement Year 2025
No assessment.	Contractor establishes a baseline rate for this measure using HEI data.	NOTE: Performance standard for 2025 will be established using 2024 baseline data.
	Contractor does not meet performance standard: 2.5% penalty	Contractor does not meet performance standard: 2.5% penalty
	Contractor meets performance	
	standard: no penalty	Contractor meets performance standard: no penalty