

Cover Page

QHP Model Contract for Small Group Market (CCSB) First Round Comments

The following is the Covered California response to “First Round” comments received for the 2023-2025 QHP Small Group Market (CCSB) Model Contract.

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

Article	Section #	Comment	
1	1.3 c)	Recommendation: Various vendors are used to provide services under the agreement. It is not practicable for Contractor to provide prior notification in each instance.	This language was added to ensure that Covered California is notified when a Carrier assigns or delegates services to a Vendor or makes changes to an existing assignment or delegation. Covered California agrees to modify Section 1.3c) with the following list for notification requirements: 1. Enrollment and Eligibility 2. Customer Service Call Center 3. Managed Behavioral Health Organizations (MBHOs) or Behavioral Health Vendor 4. Third Party Administrator for Dental Providers 5. Third Party Administrator for Provider Contracts 6. Third Party Administrator for Claims Administration
1	1.3 c)	We request that this new section be specific to requiring "no assignment without notification". Notice to CC of subcontracting or delegation of any duties required under the Contract could generate extensive deliverables for Plans to produce and CC to review, a function that is somewhat duplicative of review fulfilled by QHPs' license regulators.	This language was added to ensure that Covered California is notified when a Carrier assigns or delegates services to a Vendor or makes changes to an existing assignment or delegation. Covered California agrees to modify Section 1.3c) with the following list for notification requirements: 1. Enrollment and Eligibility 2. Customer Service Call Center 3. Managed Behavioral Health Organizations (MBHOs) or Behavioral Health Vendor 4. Third Party Administrator for Dental Providers 5. Third Party Administrator for Provider Contracts 6. Third Party Administrator for Claims Administration
1	1.3 (c)	Recommend limiting this notification requirement to the key functions detailed in Sections 2.1.2 and 3.6.4. Requiring notification of any delegated duty will result in notices such as a change in the vendor who stores enrollment packet materials (as required by 3.6.10b), which is immaterial to Covered California.	This language was added to ensure that Covered California is notified when a Carrier assigns or delegates services to a Vendor or makes changes to an existing assignment or delegation. Covered California agrees to modify Section 1.3c) with the following list for notification requirements: 1. Enrollment and Eligibility 2. Customer Service Call Center 3. Managed Behavioral Health Organizations (MBHOs) or Behavioral Health Vendor 4. Third Party Administrator for Dental Providers 5. Third Party Administrator for Provider Contracts 6. Third Party Administrator for Claims Administration

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1	1.4.1	<p>Recommendation: Do not remove "but are not limited to," in this section. The preceding sentences are broader than only provider rates and business or marketing plans. It is important that the last sentence not be read as limiting.</p>	<p>Covered California has made a general clean-up of inconsistent language throughout the contract to the appropriate language of "including", which will remain. "Including" is by definition not an exhaustive list. By saying "including, but not limited to" changes the definition of including to be exhaustive, which we do not want to do.</p> <p>No contract change will be made.</p>
1	1.5(b)(ii)	<p>Recommendation: Limit the notice obligation to only certain "Key Personnel"; such as CEO, CFO, COO and Dedicated Liaison, Covered Ca does not interact with many of the "Key Personnel" identified under 1.5 b) i., and it may not always be possible to provide 10 day notification of all Key Personnel included under 1.5 b) i.</p>	<p>Covered California is in agreement, the contract will be updated to CEO, COO, CFO, CMO, and Dedicated Liaison only.</p>
1	1.5 b) iii)	<p>We request the removal of "key personnel" from this requirement as key personnel is already addressed in 1.5 b) ii. In addition, we recommend changing the notification requirement from 10 days to 30 days to allow time for a transition and communication plan to be established.</p> <p>Please note, the "iii" numbering is missing from this section.</p>	<p>Covered California is in agreement, the contract will be updated to CEO, COO, CFO, CMO, and Dedicated Liaison only.</p> <p>Covered California thinks that 10 days notification is reasonable from the date in which the change is made.</p> <p>No contract change will be made to the notification timeline.</p>
3	3.3.3(c)	<p>Recommendation: Suggest deleting "and State Regulators" as we would already be subject to any such regulatory requirement and the new subsection does not address notification to regulators. Consider deleting subsection (i)(2) or revising to say Contract will comply with law in regards to access to care due to changes in provider network.</p>	<p>Covered California agrees to delete "State Regulators" from this section.</p>
3	3.3.3 c)	<p>Please remove all references to "State Regulators" from 3.3.3 c. Network Stability. How/when we notify the State Regulators is subject to what they require in applicable regulations.</p>	<p>Covered California agrees to delete "State Regulators" from this section.</p>

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3	3.3.3 c) i) 1)	3.3.3 c appears to be specifically about network hospital disruptions, while 3.3.3 c i) 1) appears to be about participating providers. Health Net recommends removing the cross references to 3.3.3 c and 3.3.3c)i	<p>Section 3.3.3c) addresses network provider disruptions whether they be hospitals or participating providers. Section 3.3.3c)i.1) defines noticing requirements of provider network disruptions. The reference to the provider network disruptions of 3.3.3c) within the notification requirement section 3.3.3c)i.1), and vice-versa, will stand.</p> <p>No contract change will be made.</p>
3	3.4.5 b) ii)	Symphony is not set up to receive dental provider information at this time. Furthermore, sending this data would require funding and additional data sharing agreements from external vendor partners. Please remove the reference to provider network data for Contractor's embedded dental plans.	<p>The current Covered California provider directory includes the ability to search for a dentist available through a health plan's embedded pediatric dental plan. Covered California expects health plans to submit network data for their embedded dental plans, as applicable, to the Symphony Provider Directory in order to maintain this functionality. Symphony will soon begin considering modifications needed to incorporate dental provider data prior to expected implementation of transition to Symphony tentatively planned for early 2023. QHP issuers should plan for system modifications to accommodate inclusion of dental provider data in data provided to Symphony.</p> <p>No contract change will be made.</p>
3	6.16	We don't see any reason reporting should not be provided in a mutually agreed manner.	<p>While Covered California always seeks to ensure required reports are both accurate representations of the situation and administratively feasible to produce, we cannot commit to always reaching mutual agreement on their design.</p> <p>No contract change will be made.</p>
9	9.2(a)(ii)	Recommendation: "Confidential Information" should be defined broadly, request that "but is not limited to" not be deleted here.	<p>Covered California has made a general clean-up of inconsistent language throughout the contract to the appropriate language of "including", which will remain. "Including" is by definition not an exhaustive list. By saying "including, but not limited to" changes the definition of including to be exhaustive, which we do not want to do.</p> <p>No contract change will be made.</p>

Article	Section #	Comment	
12	12.17	<p>Recommendation: 12.17 was deleted and added to the definitions section. Request that Covered Ca revert this change and remove the new definitoin. "Days" when used in this capacity is not capitalized throughout the document so it is not accurate to treat it as a defined term, which creates potential ambiguity.</p>	<p>The contract will be updated to capitalize "Days" unless specified otherwise (i.e. "business days").</p>
13	Days	<p>We don't believe inclusion of holidays for events like reporting as it could require staff to unnecessarily work on holidays.</p>	<p>The only change was the definition of "Days" within the contract was moved from Section 12.17 to the Glossary. No designation of 'day(s)' within contract sections was changed.</p>
13	PII	<p>Recommendation: Personally Identifiable Information (PII) should be defined broadly. Do not remove "but are not limited to," in this definition.</p>	<p>Covered California has made a general clean-up of inconsistent language throughout the contract to the appropriate language of "including" , which will remain. "Including" is by definition not an exhaustive list. By saying "including, but not limited to" changes the definition of including to be exhaustive, which we do not want to do.</p> <p>No contract change will be made.</p>