

Cover Page

QHP Model Contract for Individual Market First Round Comments

The following is the Covered California response to “First Round” comments received for the 2023-2025 QHP Individual Model Contract.

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

Article	Section #	Comment	Covered California Response
Attachment	General Comment	Reassign Attachment numbers within the contract.	<p><u>QUALITY, EQUITY, AND DELIVERY SYSTEM TRANSFORMATION REQUIREMENTS AND IMPROVEMENT STRATEGY</u>, renumber existing A7 to Attachment 1.</p> <p><u>PERFORMANCE STANDARDS WITH PENALTIES</u>, part of existing A14, renumber to Attachment 2.</p> <p><u>PERFORMANCE STANDARDS AND EXPECTATIONS</u>, part of existing A14, renumber to Attachment 3.</p> <p><u>Silver 70 Off Exchange Plan, Non Mirrored Silver Plan Design</u>, renumber existing Attachment 3 to Attachment 4.</p>
Model Contract	General Comment	We request that if Covered California will be updating documents for Contractors to follow, including but not limited to report formats, that Covered California will partner with QHPs on the timing of such documents. Example, if we need to update documents in the EOC those should be provided to QHPs by March 1.	Covered California does its best to incorporate carrier feedback into document formatting, but can't always commit at this level of request.
Model Contract	Enrollment	We request Covered California pursue allowing plans to perform Enhanced Direct Enrollment.	A Covered California Enhanced Direct Enrollment initiative is not being pursued at this time.
Model Contract	General Comment	General comment throughout. We request the deletion of "including but not limited to", "without limitation", and anything similar throughout the agreement be removed and that the existing statements remain in the agreement. We do not want the strikeout changes to create an exhaustive list.	<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	Covered California Response
1	1.3 c)	We request additional information on what is causing this change in order to better understand Covered California's position that we conduct this notification. We are not clear why this is needed and what Covered California will do once such notification occurs. Depending on how Covered California will use this information there may be concerns that programs to improve the health of consumers may be delayed.	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: <ol style="list-style-type: none"> 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)	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: <ol style="list-style-type: none"> 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

Article	Section #	Comment	Covered California Response
1	1.3 c)	We request that this new section be specific to requiring "no assignment without notification". Notice to Covered California of subcontracting or delegation of any duties required under the Contract could generate extensive deliverables for Plans to produce and Covered California 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
1	1.4.1	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.	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. No contract change will be made.

Article	Section #	Comment	Covered California Response
1	1.5	The health plan has an organizational chart that is updated on a frequent basis, however contact information is not listed. Would Covered California accept this organizational chart in its current state, as a separate contact list with key personnel is already provided to Covered California and updated frequently or will we need to update our current organizational chart to start including contact information?	Covered California finds submission of the updated organizational chart without contact information reasonable.
1	1.5(b)(ii)	Recommendation: Limit the notice obligation to only <u>certain</u> "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.	Covered California is in agreement, the contract will be updated to CEO, COO, CFO, CMO, and Dedicated Liaison only.
1	1.5 b) iii)	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.	Covered California is in agreement, the contract will be updated to CEO, COO, CFO, CMO, and Dedicated Liaison only. Covered California thinks that 10 days notification is reasonable from the date in which the change is made. No contract change will be made to the notification timeline.
2	2.1.2 c)	We request clarification whether Covered California will accept disputes monthly now. Right now it's only every other month.	This process will remain bi-monthly.
2	2.1.2 c)	Recommendation: Please consider changing the 10 business day requirement to 15 business days to allow for adequate time to implement changes indicated on the Carrier Action files, before submitting written notification to Covered California as to why the changes cannot be implemented by the due date.	Covered California supports the carrier's response and is in agreement. Rather than stating, "within ten (10) business days," we will revise the language to state, "within fifteen (15) business days."

Article	Section #	Comment	Covered California Response
2	2.1.2 c)	We recommend changing the deadline for written notification from 10 days to 15 days throughout. This will allow sufficient time for researching L2 errors and developing a communication. We also recommend specifically that the 15 day deadline is from the time that the final recon reports are received. We also recommend specifying "ongoing and persistent <u>L2 validation</u> data issues".	Covered California supports the carrier's response and is in agreement. Rather than stating, "within ten (10) business days," we will revise the language to state, "within fifteen (15) business days." Persistent L2 Data Errors are errors that persist for 2 reconciliation cycles or more.
2	2.1.2 c)	What does Covered California consider to be an "ongoing and persistent" L2 data issue? Can this be further defined? If a discrepancy cannot be resolved and needs to be disputed through the dispute cycle, can that be considered the corrective action plan? In some cases the submission through the dispute process will be the only corrective action plan.	Persistent L2 Data Errors are errors that persist for 2 reconciliation cycles or more. L2 data errors are not disputable because they indicate that the enrollment or financial information does not meet the basic Covered California Policy and program requirements. For a discrepancy, a plan to submit the information for review in the internal dispute process might be acceptable as a corrective action plan. This acceptance is based on a case by case assessment of the issue and intended plan. However, carriers should not solely rely on (and default to) the dispute process as their corrective action plan.
2	2.2.6 f)	We request the format of the reconciliation file "shall be mutually agreed upon by both Covered California and Contractor" instead of "defined by Covered California."	Covered California agrees with the request and the contract will be updated.
2	2.2.6 f)	We request that you also clarify this is limited to "certified agents/agencies". We cannot assign non-certified agents/agencies.	Covered California agrees with the request and the contract will be updated.
2	2.2.6 g)	We request that you also clarify this is limited to "certified agents/agencies". We cannot assign non-certified agents/agencies.	Covered California agrees with the request and the contract will be updated.
2	2.2.6 f)	We recommend requiring agent delegation updates within 10 days, as the weekly reconciliation file is produced weekly.	Covered California agrees with the request and the contract will be updated.

Article	Section #	Comment	Covered California Response
2	2.2.6f)	Request to clarify if the intent of the weekly file for is for Issuers to make AOR updates, outside the scope of the 834 transactions, which previously has been listed as the main source of truth for AOR Adds/Deletes/Changes? Recommendation that the 834 file continue to be used as the sole means of communicating AOR information and changes.	Covered California provides Agent of Record updates on the 834 file, additional resources provided are for Issuer reference only to assist in the reconciliation of records. The 834 file remains the source of truth.
2	2.2.6 f) & g)	Recommendation: Continue to have the agent of record exception report as "at request" only. Previously this report as an "at request" only report, and is now being changed to a required report by the last business day of the month. Please advise why the change is being made to a monthly required report as we have never been requested to submit this information under the "at request" requirement currently included in the contract.	Covered California response is based on the audit finding of inconsistent reconciliation of Agent of Record information. No contract change will be made.
2	2.2.6 g)	We recommend requiring agent delegation updates within 10 days, as the weekly reconciliation file is produced weekly. We recommending adding language that the agent will be notified of a delegation change if the member made the request directly through the Issuer. If the member was decertified by Covered California, that communication would come from Covered California. We do not have a way to identify why agent of record changes are made unless they contact us directly.	Covered California can't accept a delegation change request from the Issuer , per regulation it has to come from the consumer directly. No contract change will be made.
2	2.2.6 h) Carrier Scorecard	This process has never been utilized and we recommend removing it from the Contract.	No contract change will be made.
2	2.2.6 h) Carrier Scorecard	If Covered California will not be providing carrier feedback on the Carrier Scorecard we request this be removed. This does not appear in the QDP Model Contract.	No contract change will be made.

Article	Section #	Comment	Covered California Response
2	2.2.6 i) Agent Comm. and Sales Strategy	In order to assist better understand this new reporting, we hope Covered California can share what you will be doing with this information. When will report be due and how is Contractor to submit this information? Is this informational only or will Covered California be providing feedback to Contractor?	Due dates and submittal location will be defined on the Contract Reporting Requirements table kept posted on the Extranet. No contract change will be made.
2	2.2.6 i) Agent Comm. and Sales Strategy	Additional Information Requested: Please advise if the Agent Communication and Sales Strategy for the Individual market is being required for on exchange only, the intent for why Covered Ca is requireing this information and if Covered Ca will be sharing their information annually with Carriers as well.	Covered California needs to understand each Agent Marketing and Sales Strategy for alignment with changes made by Covered California, for example changes in the market for both on and off exchange markets in response to the State subsidy and American Rescue Plan. No contract change will be made.
2	2.2.6 i) Agent Comm. and Sales Strategy	This information is already provided in commission structures and broker education and is duplicative with other requirements. In addition, broker communication plans may change frequently based on legislative or strategy changes. We recommend removing this new requirement.	Covered California needs to understand each Agent Marketing and Sales Strategy for alignment with changes made by Covered California, for example changes in the market for both on and off exchange markets in response to the State subsidy and American Rescue Plan. No contract change will be made.
2	2.4.1 d)	It appears following the Style Guide is being removed. Please confirm that is the intent of this strikeout as we do not see it moved to a different section.	Was deleted due to redundancy with subsection b) where the language still appears.
2	2.4.2 d)	We request a date be added to when Covered California will update the document by. As an example: Covered California will review and as appropriate update the Contact Guidelines by March 1. Covered California will publish the final Contact Guidelines and communicate them to Contractor by March 1 each year.	Marketing has no objection to the March 1 Contact Guideline update and the contract will be updated.

Article	Section #	Comment	Covered California Response
2	2.4.4 Mailing Addresses; Other Enrollment Information	The capturing of Race and Ethnicity, Written and Spoken language, Gender identity, Sexual orientation, Disability status is critical to meeting certain aspects of other contractual requirements such as in Attachment 7 and Attachment 14/X. We request Covered California take steps towards requiring these fields on the application, if permitted by law. Capturing this information at time of enrollment is most appropriate and alleviates administrative burden on plans to collect this information that Covered California could have access to. In addition, there may be requirements for NCQA MHCD and/or Health Equity regarding the capturing of this enrollment information which is most appropriately collected at time of enrollment by Covered California.	<p>The comment doesn't address intent of this contract section.</p> <p>The reference to 'Other Enrollment Information' is enrollment information, not race and ethnicity which is the purview of Attachment 7. Since Enrollees may update through Covered California their address, family size, income, or other data points which potentially affect which plans they may enroll in, it's important the data sent by Covered California to the Contractor be updated.</p> <p>No contract change will be made.</p>
2	2.4.4 Mailing Addresses; Other Enrollment Information	We are concerned that this section does not make it clear what "other enrollment information" QHPs must update on a continuous basis from Covered California. If QHPs are expected to make outreach, such as for Race/Ethnicity and Written/Spoken language, then we have a challenge regarding what data is most accurate. Example: 834 no race, member provides race to QHP as AI/AN, member provides Covered California race as White, Covered California sends maintenance 834 as White. There is a conflict whether QHP should be showing AI/AN or White. Alternatively, if the consumer didn't communicate with Covered California and we still received a Maintenance 834 for some other reason, that blank race information may overwrite what the member told the carrier directly.	<p>Issuers receive enrollee reported updates to enrollment information (address, family size, income) on the 834 maintenance file. Since this potentially affects which plans they may enroll in, it's important the data sent by Covered California to the Issuer be updated.</p> <p>As previously reported, no race/ethnicity data will be collected here.</p>
2	2.4.4 Mailing Addresses; Other Enrollment Information	We request consideration be made that there are mutually agreed upon additional fields that carriers send back to Covered California. As an example, if carriers are to update Race/Ethnicity data, we wonder if that should be sent to Covered California to update your records as well.	As previously reported, no race/ethnicity data will be collected here.

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	2.4.4	Request to clarify intent of verbiage usage from "Demographic" to "Enrollment." Plan requests to provide examples of expected data categories.	Issuers receive enrollee reported updates to enrollment information (address, family size, income) on the 834 maintenance file. Since this potentially affects which plans they may enroll in, it's important the data sent by Covered California to the Issuer be updated.
3.1	3.1.4 (d)	Section 3.1.4(d) discusses providing advance notice to Covered California for certain actions. It is possible that the QHPs would need, for example, to switch vendors or platforms due to performance or security issues, or make changes to key personnel, and would be unable to provide the required notice. We suggest adding qualifying language similar to that provided in section 3.3.4(c)(i)(1): "at least 60 days prior to any change or <i>immediately upon Contractor's knowledge of the change if knowledge is acquired less than 60 days prior to the change ...</i> ".	<p>Section 3.1.4.d.i.4.a states "at least 30 days" advance notice to Covered California will occur for any unplanned activity or system change needed to resolve any critical issue occurring in the Contractor's production system during the Renewal and Open Enrollment period.</p> <p>No contract change will be made from 30 to 60 days prior; Covered California agrees to add qualifying language to allow for notification "immediately upon Contractor's knowledge" to contract subsection 3.1.4(4)a. addressing 30 day notifications.</p>

Article	Section #	Comment	Covered California Response
	<p>3.1.4(d) Commenter 2</p>	<p>COMMENT: Language proposals noted below in red to align with best practices and industry standards:</p> <p>3.1.4. Operational Requirements and Liquidated Damages: communication with Plan Manager and Covered California</p> <p>d. Communication with Plan Manager and Covered California</p> <p>Contractor shall notify Covered California appropriately and in a timely manner of any relevant system or operational changes which impact Covered California, Enrollees, or the CalHEERS system. This shall include the following:</p> <p>i. Contractor shall provide advance notification prior to any system changes as soon as practicable but no later than the following:</p> <ol style="list-style-type: none"> 1. Contractor shall provide at least sixty (60) thirty (30) days advance notification prior to any planned activity or planned modification to Contractor’s system that impacts the ability to receive, accept, or send electronic transactions; 2. Contractor shall provide at least sixty (60) thirty (30) days advance notification prior to any planned activity or planned transitions or planned migrations of Contractor’s system to a different platform; 3. Contractor shall provide at least sixty (60) thirty (30) days advance notification prior to any planned activity or planned transitions to new vendors who will support Contractor’s electronic integration and interface with the CalHEERS system. 4. Contractor shall avoid making any planned system changes that may impact CalHEERS thirty (30) days prior to and during each Renewal and Open Enrollment Period. <ol style="list-style-type: none"> a. <u>Where feasible</u>, Contractor shall provide at least thirty (30) days advance notification for Covered California approval review prior to any unplanned activity or system change needed to resolve any critical issue occurring in Contractor’s production system during the Renewal and Open Enrollment Period. ii. Contractor shall provide at least thirty (30) days advance notification prior to any operational changes being made. Examples of operational changes include: the closing of a call center, reducing call center hours, relocating an existing call center to another location, or changes to key personnel. <ol style="list-style-type: none"> 1. Contractor shall <u>make reasonable effort to</u> avoid making any operational changes to its call center thirty (30) days prior to and during the Renewal and Open Enrollment Period. <ol style="list-style-type: none"> a. <u>Where feasible</u>, Contractor shall provide advance notification for Covered California approval review prior to any unplanned activity or operational change needed to resolve any critical issue occurring in Contractor’s call center during the Renewal and Open Enrollment Period. iii. Upon request, Contractor shall provide only non-proprietary, non-confidential and relevant technical documentation to Covered California within fifteen (15) days or as specified by Covered California. Technical documentation includes: Contractor’s system lifecycle and release schedules, testing plan, system specification documents related to Contractor’s integration and interface with the CalHEERS system, or other technical documentation as requested by Covered California. 	

Article	Section #	Comment	Covered California Response
	<p>3.1.4(d) Commenter 2</p>	<p>RESPONSE: The proposed changes from Sixty (60) days to Thirty (30) days would not allow sufficient time for a Change Request and integration testing between CalHEERS and the Issuer to take place once configurations have been updated. No contract change will be made where 60 days is specified in this section, and no qualifying language to allow for notification "immediately upon Contractor's knowledge" will be added for 60 day events.</p> <p>Please note that we do allow Issuers to make code changes and implement them in the 30 days before the Renewals and Open Enrollment (R/OE) Period begins only if they are related to existing production issues, or if they are defects identified as critical or blocking issues during the Integration Test effort prior to R/OE.</p> <p>Examples of changes to a Issuer's system that impact CalHEERS are:</p> <ul style="list-style-type: none"> • Change in EDI 834 transaction vendor/changes to enrollment system • Change in SFTP endpoints • Change in Pay Now vendor/changes to payment processing system • Change in Pay Now URL <p>Covered California is agreeable to the following proposed changes in 3.1.4d)i.4.a.:</p> <p>4. "Contractor shall avoid making any system changes that may impact CalHEERS thirty (30) days prior to and during each Renewal and Open Enrollment Period.</p> <p>a. Contractor shall provide at least thirty (30) days advance notification, <u>or immediately upon Contractor's knowledge if knowledge is acquired less than thirty (30) days prior</u>, for Covered California approval prior to any unplanned activity or system change needed to resolve any critical issue occurring in Contractor's production system during the Renewal and Open Enrollment Period."</p> <p>Covered California is agreeable to the proposed contract language changes provided in Section 3.1.4.d.ii as it relates to operational changes with the addition of qualifying language to allow for notification , <u>"or immediately upon Contractor's knowledge if knowledge is acquired less than thirty (30) days prior"</u> , and call center changes with the deletion of <u>"or changes to key personnel."</u></p> <p>No other suggested contract changes will be made, adjustments agreed to here address many of these concerns.</p>	

Article	Section #	Comment	Covered California Response
3	3.1.4..d)i.4.a	The requirement to provide 30 prior notice of an "unplanned activity" is not practical as it would prevent emergent issues from being quickly addressed.	Covered California reviewed the language and is agreeable to the proposed changes:"Contractor shall avoid making any system changes that may impact CalHEERS thirty (30) days prior to and during each Renewal and Open Enrollment Period. a. Contractor shall provide at least thirty (30) days advance notification, <u>or immediately upon Contractor's knowledge if knowledge is acquired less than thirty (30) days prior</u> , for Covered California approval prior to any unplanned activity or system change needed to resolve any critical issue occurring in Contractor's production system during the Renewal and Open Enrollment Period."
	3.1.4..d)i.4.a	Request to clarify that this does not prevent emergency changes or changes necessary to prevent immediate operational issues as plans may need to be able to fix some problems immediately.	Covered California reviewed the language and is agreeable to the proposed changes:"Contractor shall avoid making any system changes that may impact CalHEERS thirty (30) days prior to and during each Renewal and Open Enrollment Period. a. Contractor shall provide at least thirty (30) days advance notification, <u>or immediately upon Contractor's knowledge if knowledge is acquired less than thirty (30) days prior</u> , for Covered California approval prior to any unplanned activity or system change needed to resolve any critical issue occurring in Contractor's production system during the Renewal and Open Enrollment Period."
	3.1.4d)ii.	Request to clarify that this does not prevent emergency changes or changes necessary to prevent immediate operational issues as plans will need to be able to fix some problems immediately.	Covered California reviewed the language and is agreeable to the proposed changes:"Contractor shall provide at least thirty (30) days advance notification, <u>or immediately upon Contractor's knowledge if knowledge is acquired less than thirty (30) days</u> prior to any operational change being made. Examples of operational changes include...
3	3.1.4 d) ii)	We request the removal of "key personnel" from this requirement as key personnel can change frequently throughout the calendar year.	Covered California agrees to remove "key personnel" from this Section since it is addressed in Section 1.5.

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3	3.1.4 d) iii)	Please revise the deadline for providing technical documentation from 10 days to 30 days. This documentation will need to come from several different business areas and will take time to compile.	The contract language states 15 days (not 10 days) for the provision of technical documentation. Covered California views 15 business days as reasonable. No contract change will be made.
3	3.3.3	Not material. Document formatting error. Misleading redline indicating removal of a duplicative ECP section but in the current contract (A7) there is only one 'ECP' section. Unclear why it appears that the 'ECP' section is being deleted here.	Renumbered to 3.3.4, not deleted.
	3.3.3 Network Stability	c) We request notification is limited to material changes to the network.	Covered California's objective is to be aware of upcoming network changes which might require time to prepare our Service Centers. The contract change will stand, to make contract compliance clearer for the carriers as there is no common definition for "material".
	3.3.3	c) We request the 10% change be limited to providers, not enrollees. Please change to "10% network reduction in a region"	Ten percent of Enrollees establishes a safety net for rural regions. No contract change will be made.
3	3.3.3	There appear to be references to 3.3.3 c)i. in c) and c)i.1. Please review this reference as it appears circular to this same section. Believe it may have changed due to other numbering of sections.	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. No contract change will be made.
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. We recommend removing the cross references to 3.3.3 c) and 3.3.3c)i	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. No contract change will be made.

Article	Section #	Comment	Covered California Response
3	3.3.3(c)	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.	Covered California agrees to delete "State Regulators" from this section.
3	3.3.3 c)	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.	Covered California agrees to delete "State Regulators" from this section.
3	3.3.4	Not material. Document formatting error. Misleading redline indicating removal of a duplicative 'Special Rules Governing American Indians and Alaskan Natives' section but in the current contract (A7) there is only one 'Special Rules Governing American Indians and Alaskan Natives' section. Unclear why it appears that the 'Special Rules Governing American Indians and Alaskan Natives' section is being deleted here.	Renumbered to 3.3.5, not deleted.
	3.3.4	d) We request "material" not be struck out in both paragraphs	Covered California's objective is to be aware of upcoming network changes which might require time to prepare our Service Centers. The contract change will stand, to make contract compliance clearer for the carriers as there is no common definition for "material".
3	3.3.4 d)	Same comment regarding 3.3.3 c) in d). <i>There appear to be references to 3.3.3 c)i. in c) and c)i.1. Please review this reference as it appears circular to this same section. Believe it may have changed due to other numbering of sections.</i>	Covered California has updated the contract eliminating the reference to 3.3.3 subsections in Section 3.3.4d).

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3	3.3.4 d)	<p>We recommend removing the references back to 3.3.3 c. That section is for network hospital disruption and is not applicable to Essential Community Providers.</p> <p><i>d)Notice of changes to ECP network. Contractor shall notify Covered California, as defined in 3.3.3c), with respect to any m-aterial change as of and throughout the term of this Agreement to its ECP contracting arrangements, geographic distribution, percentage coverage, ECP classification type (e.g. 340B), and other information relating to ECPs within thirty (30) business days of any change in ECP contracts. . Contractor shall notify Covered California, as defined in 3.3.3c), of any pending m-aterial change in its ECP contracting arrangements at least 60 days prior to any change or immediately upon Contractor's knowledge of the change if knowledge is acquired less than 60 days prior to the change, and cooperate with Covered California in planning for the orderly transfer of plan members.</i></p>	<p>Covered California agrees to this request, the contract has been updated eliminating the reference to 3.3.3 subsections in Section 3.3.4d).</p>
3	3.3.4 d)	<p>Please provide clarification if Covered CA is required to be notified if a single Essential Community Provider terminates from the provider network. Please also clarify why "material" was removed.</p>	<p>Covered California's objective is to be aware of upcoming network changes which might require time to prepare our Service Centers. The contract change will stand, to make contract compliance clearer for the carriers as there is no common definition for "material".</p>

Article	Section #	Comment	Covered California Response
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	3.6.4	If call center requirements are not in Attachment 14 we believe this should be removed from being referenced here.	<p>This section defines Covered California's expectations from Issuer Call Centers.</p> <p>No contract change will be made.</p>
3	3.6.16 Required Reports	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>
5	5.1.1 a)	Recommendation: Update the years to reflect this is the 2023 contract The Monthly Rates for Plan Year 2022 are those rates submitted by Contractor during the Certification Process and subsequently uploaded and validated by Contractor through the SERFF Templates for the 2022 Plan Year	Covered California agrees with this contract update.
5	5.1.3 c)	It appears that fees for 2023 will remain at 3.25%. We recommend that Covered California continue to review fees as membership and premium increase over time with a plan to reduce the % to avoid excess fees/budget creep.	Covered California reviews the participation fee each year and adjusts when appropriate.

Article	Section #	Comment	Covered California Response
6	6.2 Penalties and Credits	<p>We recommend that if Covered California still wants financial penalties to apply to performance guarantees that the amount at risk not be added to the already very high amount at risk associated with the QTI program, we recommend that instead any premium at risk applied to this area be retasked from that applied to QTI.</p> <p><i>6.2 Penalties and Credits</i> <i>Covered California may impose penalties (“penalties”) in the event that Contractor fails to comply or otherwise act in accordance with the Performance Measures. .</i> <i>Covered California may also administer and calculate credits (“credits”) that may offset or reduce the amount of any performance penalties, but in no event shall such credits exceed the total amount of the penalty levied. . Penalties and credits will be calculated in accordance with Attachment 14 (“Performance Measurement Standards”).</i></p>	<p>Covered California has adjusted the percent at risk for performance standards and QTI. We are proposing to adopt 0.2% of premium at risk for performance standards with penalties and 0.8% of premium at risk for QTI for 2023. We are proposing the total percent at risk will continue to increase by 1% each year to 4% and QTI will remain the majority of the percent at risk over time.</p>
9	9.2(a)(ii)	<p>Recommendation: "Confidential Information" should be defined broadly, request that "but is not limited to" not be deleted here.</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>
12	12.17 Days	<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>

Article	Section #	Comment	Covered California Response
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>