

Response to Comment Cycle 2 - 2025 QHP-CCSB Model Contract Amendment

Article	Section #	Comment	Covered California Response
1	1.9	Recommend changing the timeline to five business days. Two calendar days does not allow enough time to review the regulator communication before sharing with Covered California.	Covered California removed the added language in Section 1.9 following Comment Cycle 1.
1	1.15	Recommend changing the timeline to five business days. Two calendar days does not allow enough time to review the regulator communication before sharing with Covered California.	The added language to Section 1.15 restates the existing requirement in Section 1.5(e). Existing language in Section 1.15 requires reporting to Covered California of any material concerns that may impact performance under the Agreement. Consistent with existing Section 1.5(e), if any such concerns results in a regulatory report, the report shall be provided to Covered California within 48 hours. If Contractor requests confidential treatment for any information it provides, Covered California shall treat the information as confidential, consistent with Section 1.4.1. No change will be made.
2	2.1.2 (d)	<p>The CCSB Reconciliation Document V4.1 was last revised in 2021, and does not reflect the current process carriers are following with CCSB and NFP. We do not believe that this document was agreed upon or implemented as part of Carrier Integration Testing as it is not the process currently in place.</p> <p>Recommendation: change the language to reflect "Contractor will follow the discrepancy reconciliation process mutually developed with Covered California and their enrollment vendor." and remove reference to the CCSB Reconciliation Document V4.1 and remove the following line "Contractor confirms this document was reviewed and requirements were agreed upon between CCSB and the Contractor during Carrier Integration Testing."</p>	<p>Covered CA agrees to these changes:</p> <p>Delete reference to CCSB Reconciliation Document V4.1. Language will state "Contractor will follow the discrepancy reconciliation process mutually developed with Covered California and their enrollment vendor."</p> <p>Delete sentence "Contractor confirms this document was reviewed and requirements were agreed upon between CCSB and the Contractor during Carrier Integration Testing."</p>
2	2.1.2 (d)	The latest CCSB Reconciliation Document we have is version 2.5, but the contract lists V4.1.	CCSB Reconciliation Document V4.1 was sent.
3	3.2.1.2 (e)	Actualized spend reports have not been collected historically for Small Business, only Individual and Family Dental. Requesting that this be removed from the contract.	Thank you for flagging. We will work to ensure we have the process in place to collect this information from QHPs for Small Business.
3	3.2.2.2 (e)	Actualized spend reports have not been collected historically for Small Business, only Individual and Family Dental. Requesting that this be removed from the contract.	Thank you for flagging. We will work to ensure we have the process in place to collect this information from QHPs for Small Business.

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3	3.2.2.2 (d) (e)	Marketing plans may not always include these strategies. What do the words "as appropriate" mean?	<p>See proposed edits to section 3.2.2.2 (d):</p> <p>(d) Marketing Plans. Contractor and Covered California recognize that uninsured Californians, Covered California Enrollees and other health care consumers benefit from efforts relating to outreach activities designed to increase health awareness and encourage enrollment. The parties shall create and share high-level marketing strategies and plans on an annual basis and at such other intervals as may be reasonably requested by Covered California. Contractor shall submit to Covered California an annual marketing plan at least thirty (30) Days prior to January 1st of each year for the upcoming Calendar Year that highlights marketing approach for acquisition and renewal. This summary should outline lead-generation activities to support Agents as well as Business-to-Business advertising a marketing campaign targeted at small businesses. as appropriate. The marketing strategies and plans of Covered California and Contractor shall address both new enrollment and renewal efforts. Contractor shall provide proposed and actual marketing approaches, communication strategies, channel distribution strategies, and samples of any planned marketing materials and related collateral. The Contractor shall include this information for both on and off-exchange small group market efforts. Covered California shall treat these materials as confidential consistent with Section 1.4.1.</p>
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