

Article	Section #	Comment	Covered California Response
1	1.4.1	Please add a clause to section 1.4.1 that addresses how Covered California will handle accidental or otherwise erroneous release of contractor confidential information. The contractor should be notified within an urgent timeframe and the misdirected information should be confirmed to have been destroyed by the improper recipient.	Although Covered California appreciates commenter’s concerns regarding inadvertent disclosures of confidential information, it believes existing language in Section 10.2 already provides the requested terms. Section 10.2 provides procedures, including prompt written notification requirements, for unauthorized disclosures of confidential information. Therefore, no change will be made.
1	1.5 d. ii.	We propose replacing "occurrence" with "concern" in order to attach reporting to the type of event (i.e. “concerns”). Proposed Revision: d) ii. “any material concerns identified by Contractor or material concerns, including any enforcement actions resulting in monetary penalties equal to or exceeding \$100,000, identified by State and Federal Regulators that may impact Contractor’s performance under this Agreement within ten (10) Days following Contractor’s knowledge of such <del>occurrence-concern</del> ,”	Covered California accepts this change.
	1.9	We advocate for and respectfully request that "preliminary or" be removed.	The added language to Section 1.9 was intended to restate the existing requirement in Section 1.5(e). Covered California is removing the added language in Section 1.9 because it may be interpreted too broadly, but reminds carriers of the existing requirement under 1.5(e).
1	1.9	How do notices of “Contractor Changes” (emphasis added) relate to regulatory reports/findings/orders? We recommend removing the word "preliminary" from the added language. Proposed Revision: “If Contractor receives any <del>preliminary-or</del> final reports, findings, or orders related to notices pursuant to this Section, it shall provide Covered California with copies of them within 48 hours of Contractor receiving them from State and Federal Regulators.”	The added language to Section 1.9 was intended to restate the existing requirement in Section 1.5(e). Covered California is removing the added language in Section 1.9 because it may be interpreted too broadly, but reminds carriers of the existing requirement under 1.5(e).
1	1.9 IND AND CCSB	RECOMMEND CHANGING THE TIMELINE TO FIVE BUSINESS DAYS. TWO CALENDAR DAYS DOES NOT GIVE US ENOUGH TIME TO REVIEW THE REGULATOR COMMUNICATION BEFORE SHARING WITH COVERED CA	The added language to Section 1.9 was intended to restate the existing requirement in Section 1.5(e). Covered California is removing the added language in Section 1.9 because it may be interpreted too broadly, but reminds carriers of the existing requirement under 1.5(e).

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	1.15	We advocate for and respectfully request that "preliminary or" be removed.	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.
1	1.15	We request the removal of the new language requiring reporting of findings in section 1.15 (Fraud Waste and Abuse), as these reports may include confidential member claims information that may not be appropriate to share with Covered California or remain part of a confidential investigation.	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.
1	1.15 IND AND CCSB	RECOMMEND CHANGING THE TIMELINE TO FIVE BUSINESS DAYS. TWO CALENDAR DAYS DOES NOT GIVE US ENOUGH TIME TO REVIEW THE REGULATOR COMMUNICATION BEFORE SHARING WITH COVERED CA.	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.
3	3.2.1.2(f)	States that QHPs must submit marketing plans for retention and renewal must be submitted at least 30 days before the calendar year begins. It appears that Covered CA is requesting this information on or before December 1, 2023. Can Covered CA confirm that this is what they intend (vs. marketing plans prior to the beginning of Open Enrollment?).	Yes, a retention and renewal marketing plan for the upcoming calendar year will be due at least thirty (30) Days before that calendar year begins. Retention and renewal marketing efforts are based on the calendar year as opposed to Open Enrollment Periods, so the contract language will be updated to accurately reflect this.

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1	5(d)	Covered CA is proposing that carriers notify Covered CA regarding material concerns or enforcement actions exceeding \$100,000 by state or federal regulators within 10 days. It would be helpful for Covered CA to clarify if this is 10 business days or 10 calendar days.	The definitions found in Article 14 defines "Days" as "Days – Wherever in this Agreement a set number of days is stated or allowed for a particular event to occur, the days are understood to include all calendar days, including weekends and holidays, unless otherwise specified."