



**AMENDMENT THREE
TO THE CONTRACT BETWEEN
OKLAHOMA HEALTH CARE AUTHORITY
AND
LIBERTY DENTAL PLAN OF OKLAHOMA, INC.**

The Oklahoma Health Care Authority (OHCA) and Liberty Dental Plan of Oklahoma, Inc. (hereinafter referred to as Contractor) mutually consent to modify the SoonerSelect Agreement as reflected below. All revisions are shown in red text; removals are indicated with strikethroughs, and additions are notated with underlines.

1.2.20.5 Compliance with Law

The parties hereto acknowledge that the bid process for this Contractor and the Medicaid managed care program are highly regulated by federal statutes and regulations. The parties further acknowledge that any and all references to Code of Federal Regulation (C.F.R.) citations in this Contract, and other statutes and regulations applicable to Medicaid managed care, are those in effect on the date of Notice of Award. The parties to this Contract acknowledge and expect that changes may occur over the term of this Contract regarding federal or State Medicaid statutes and regulation and State statutes and rules governing health insurers and the practice of health care professions. In the event any indicated C.F.R. citation, federal or State Medicaid statute or regulation or State statute or rule governing health insurers and the practice of health care professions or related requirements are amended during the term of this Contract, all parties to this Contract shall be mutually bound by the amended requirements in effect at any given time following Contract execution.

In accordance with 42 C.F.R. § 438.3(f)(1), the Contractor shall comply, and shall ensure that its officers, employees, Providers, Subcontractors, and their respective Affiliates comply, with all applicable federal and State laws, regulations, rules, policies, and guidance including but not limited to:

- a. Federal requirements within 42 C.F.R. §§ 438.1, et seq., as applicable to PAHPs;
- b. Title VI of the Civil Rights Act of 1964;
- c. The Age Discrimination Act of 1975;
- d. The Rehabilitation Act of 1973;
- e. Title IX of the Education Amendments of 1972 (regarding education programs and activities);
- f. The Americans with Disabilities Act of 1990 as amended;
- g. Section 1557 of the Patient Protection and Affordable Care Act (ACA);
- h. Healthcare Insurance Portability and Accountability Act, 42 U.S.C. § 290dd-2;



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- i. Mental Health Parity and Addiction Equity Act, ~~42 C.F.R. Part 2~~ 45 C.F.R. Part 146;
- j. Oklahoma Electronic Information Technology Accessibility (EITA) Act (Oklahoma 2004 HB 2197) regarding information technology accessibility standards for persons with disabilities;
- k. Ensuring Access to Medicaid Act, 56 O.S. §§ 4002.1, et seq.;
- l. Oklahoma Medicaid False Claims Act, 63 O.S. §§ 5053 – 5054;
- m. Oklahoma Worker’s Compensation Act, 85A O.S. §§ 1, et seq.;
- n. 74 O.S. §§ 85.44(B) and (C) and 45 C.F.R. § 75.320 with regard to equipment (as defined by 2 C.F.R. Parts 220, 225, or 230 as applicable to the Contractor’s entity) purchased with monies received from OHCA pursuant to this Contract;
- o. Title 317 of the Oklahoma Administrative Code (OAC);
- p. Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. § 1313 and participates in the Status Verification System. The Status Verification System is defined at 25 O.S. § 1312; and
- q. Deceptive Trade Practices; Unfair Business Practices:
 - i. Contractor represents and warrants that neither Contractor nor any of its Subcontractors:
 - a) Have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under the Oklahoma Consumer Protection Act, 15 O.S. §§ 751, et seq.;
 - b) Have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation, or other proceeding;
 - c) Have officers who have served as officers of other entities who have been found liable in any administrative hearing, litigation, or other proceeding of Deceptive Trade Practices violation; and,
 - d) Have officers who have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation, or other proceeding.

In accordance with 42 C.F.R. § 438.100(a)(2), the Contractor shall also comply with any applicable federal and State laws that pertain to SoonerSelect Dental Enrollee rights and ensure that its employees and Participating Providers observe and protect those rights.

The explicit inclusion of some statutory and regulatory duties in this Contract shall not exclude other statutory or regulatory duties.

All questions pertaining to the validity, interpretation and administration of this Contract shall be determined in accordance with the laws of the State of Oklahoma, regardless of where any service is performed.



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The venue for civil actions arising from this Contract shall be Oklahoma County, Oklahoma. For the purpose of federal jurisdiction, in any action in which the State of Oklahoma is a party, venue shall be United States District Court for the Western District of Oklahoma.

If any portion of this Contract is found to be in violation of State or federal statutes, that portion shall be stricken from this Contract and the remainder of the Contract shall remain in full force and effect.

Should any part of the scope of work under this Contract relate to a State program that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which CMS has withdrawn federal authority, or which is the subject of a legislative repeal), the Contractor must do no work on that part after the effective date of the loss of program authority. The State must adjust Capitation Rates to remove costs that are specific to any program or activity that is no longer authorized by law. If the Contractor works on a program or activity no longer authorized by law after the date the legal authority for the work ends, the Contractor will not be paid for that work. If the State paid the Contractor in advance to work on a no-longer-authorized program or activity and under the terms of this Contract the work was to be performed after the date the legal authority ended, the payment for that work should be returned to the State. However, if the Contractor worked on a program or activity prior to the date legal authority ended for that program or activity, and the State included the cost of performing that work in its payments to the Contractor, the Contractor may keep the payment for that work even if the payment was made after the date the program or activity lost legal authority.

1.2.20.10 Performance Bond or Substitutes

The Contractor shall furnish a performance bond, cash deposit, United States (US) Treasury Bill, or an irrevocable letter of credit (together, performance bond, or substitutes). The performance bond or substitute shall be in a form acceptable to OHCA. The performance bond or substitute shall cover the full duration of the Contract period including all Contract renewal periods through twelve (12) months post Contract termination or expiration.

For Contractors who are self-insured, the value of the performance bond or substitute shall not be less than \$25,000,000.00.

If a cash deposit is used, it must be placed in different financial institutions to a maximum of \$250,000 per deposit. If a letter of credit is used, it must be issued by a bank or savings and loan institution doing business in the State of Oklahoma and insured by the Federal Deposit Insurance Corporation or a credit union doing business in the State of Oklahoma and insured by the National Credit Union Administration.



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The amount of the performance bond, cash deposit, or letter of credit shall be one (1) dollar for each capitation dollar expected to be paid to Contractor in month one (1) of the Rating Period.

This requirement must be satisfied within ten (10) Business Days following notification by OHCA of the required amount. Thereafter, OHCA shall evaluate Enrollment and Capitation Payment data on a ~~monthly~~ quarterly basis. If there is an increase in Contractor's monthly Capitation Payment that equals or exceeds ten percent (10%) above the payment amount used to calculate the performance bond, cash deposit, US Treasury bill or letter of credit requirement, OHCA shall require a commensurate increase in the amount of the performance bond, cash deposit, US Treasury bill or letter of credit. The Contractor shall have ten (10) Business Days to comply with any such increase.

OHCA may, at its discretion, permit the Contractor to offer substitute security in lieu of a performance bond, cash deposit, US Treasury bill or letter of credit. In that event, the Contractor shall be solely responsible for establishing the credit worthiness of all forms of substitute security. The Contractor also shall agree that OHCA may, after supplying written notice, withdraw its permission for substitute security, in which case the Contractor shall provide OHCA with a form of security as described above.

In the event of termination for default, as described in Section 1.24: "Termination" of this Contract, the performance bond, cash deposit, US Treasury bill, letter of credit or substitute security shall become payable to OHCA for any outstanding damage assessments against the Contractor. Up to the full amount also may be applied to the Contractor's liability for any administrative and legal costs and/or excess medical or other costs incurred by OHCA in obtaining similar services to replace those terminated as a result of the default. OHCA may seek other remedies under law or equity in addition to this stated liability.

1.3.3 Report of Capitation Overpayment

In accordance with 42 C.F.R. § 438.608(c)(3), the Contractor shall report to OHCA within ~~thirty (30)~~ sixty (60) Days when it has identified Capitation Payments or other payments in excess of amounts specified in the Contract as specified in the Reporting Manual.

1.4.2 Accreditation

In accordance with 56 O.S. § 4002.4, the Contractor shall be accredited by an Accrediting Entity identified by 45 C.F.R. § 156.275 within eighteen (18) months of Operations Start Date. If the Contractor is undergoing accreditation, the Contractor shall submit reports documenting the status of the accreditation process as required by OHCA. In accordance



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with 42 C.F.R. § 438.332(a), the Contractor shall inform OHCA when it has been accredited.

In accordance with 42 C.F.R. § 438.332(b), the Contractor shall authorize the Accrediting Entity to provide OHCA a copy of the Contractor's most recent accreditation review, including:

- a. Accreditation status, survey type, and level (as applicable);
- b. Accreditation results, including recommended actions or improvements, CAPs, and summaries of findings; and
- c. Expiration date of the accreditation.

OHCA and the Contractor shall post information about the Contractor's accreditation status on OHCA and the Contractor's website. The posted accreditation information shall include the name of the Accrediting Entity, accreditation program, and accreditation level. The website information shall be updated at least annually.

The Contractor shall undergo reaccreditation in accordance with the timeframes required by the Accrediting Entity and federal regulations. Failure to achieve or maintain accreditation in accordance with the provisions of this Contract shall be considered a breach of this Contract and may result in Administrative Remedies including liquidated damages or ~~subcontracting~~ termination.

1.4.3 Subcontracting (correcting missing subsection heading)

1.4.34 Business Relationship Disclosure

1.4.45 Oklahoma Presence

To ensure models of care are developed to meet the needs of Medicaid members, each Contractor must Contract with at least one (1) Local Oklahoma Provider Organization (LOPO) for a model of care containing Care Coordination, Care Management, utilization management, disease management, Network management, or another model of care as approved by OHCA. Such contractual arrangements must be in place within twelve (12) months of the effective date of this Contract authorized by O.S. § 4002.4(C).

The Contractor shall have an office in Oklahoma, from which, at a minimum, Key Staff members in accordance with Section 1.4.6.2: "Key Staff" of this Contract physically perform ~~physically perform~~ their daily duties and responsibilities. OHCA reserves the right to grant any exceptions to Key Staff its sole discretion. At a minimum, the Contractor shall maintain the following roles and positions at the Oklahoma Office:

- a. Chief Executive Officer (CEO)
- b. Chief Financial Officer (CFO)
- c. Chief Operating Officer (COO)



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- d. Compliance Officer
- e. Information Systems Manager
- f. Dental Director
- g. Provider Services Director
- h. Quality and Utilization Management (UM) Director
- i. SoonerSelect Dental Enrollee Advocate
- j. Community Dental Health Coordinator
- k. Tribal Government Liaison

The Contractor shall maintain the following positions throughout Oklahoma in order to best serve the needs of the SoonerSelect Dental Enrollees:

- a. Provider services staff
- b. Quality management staff
- c. SoonerSelect Dental Enrollee care support staff
- d. SoonerSelect Dental Enrollee services staff
- e. Program Integrity staff including but not limited to requirements specified in Section 1.18.2: “Compliance Program” of this Contract:
 - i. Lead Investigator and
 - ii. One (1) full time investigator for every 75,000 enrolled SoonerSelect Dental Enrollees.

The Contractor may maintain the following positions at any location in order to best serve the needs of the SoonerSelect Dental Enrollees, but these staff must be readily available to perform the duties in State:

- 1. Internal Audit staff
- 2. Grievances and Appeals staff

Additionally, the following staff must be located and operate within Oklahoma:

- a. SoonerSelect Dental Enrollee services call center as required under Section 1.11.8: “SoonerSelect Dental Enrollee Services Call Center” of this Contract and
- b. Provider services call center as required under Section 1.13.2 “Provider Services Call Center” of this Contract.

The Contractor shall ensure the location of any staff or operational functions outside of Oklahoma does not compromise the delivery of integrated services to SoonerSelect Dental Enrollees and Providers. The Contractor shall be responsible for ensuring all staff functions conducted outside of Oklahoma are readily available to OHCA to ensure such location does not hinder OHCA’s ability to monitor the Contractor’s performance and compliance with Contract requirements.

The Contractor shall enforce Tobacco-Free policies covering one hundred percent (100%) of the Contractor’s offices Statewide. This is an evidence-based intervention for smoking cessation as tobacco free policies create environments that make it much easier to quit and stay quit.

1.4.45.1 Prohibition on Off-Shoring

1.4.56 Staffing



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1.4.56.1 Governing Body

1.4.56.2 Key Staff

1.4.56.3 Operational Support Staff

1.4.56.4 Staffing Plan and Implementation Plan

1.4.56.5 Changes in Governing Body and Key Staff

1.4.56.6 Staff Training

1.4.56.7 Coordination with OHCA

1.4.56.8 Coordination with Other State Agencies and Entities

1.4.67 Policies and Procedures

1.4.78 Readiness Review

1.4.89 Response to State Inquiries and Request for Information

1.5.2 Mandatory Enrollment Populations

The following Eligibles will be mandatorily enrolled with a Contracted Entity (CE) under the SoonerSelect Dental program:

- a. Pregnant Women;
- b. Children;
- c. Parents and Caretaker Relatives;
- d. Expansion Adults;
- e. Deemed Newborns;
- f. Former Foster Care Children (FFCC) ~~up to 25 years of age~~ under age 26;
- g. Juvenile Justice Involved Children;
- h. Foster Care Children (FCC); and
- i. Children Receiving Adoption Assistance.

1.6.8 Disenrollment Effective Date

Consistent with 42 C.F.R. § 438.56(e), except as provided for below, and unless OHCA determines that a delay would have an adverse effect on a SoonerSelect Dental Enrollee's health, it is OHCA's intent that a Disenrollment shall be effective ~~on~~ no later than the first (1st) Day of the second following month. Grievance resolution for poor quality of care, lack of access to services covered under the Contract or lack of access to Providers experienced in dealing with the SoonerSelect Dental Enrollee's oral health care needs, or other matters deemed sufficient to warrant Disenrollment under Section 1.6.7.2: "SoonerSelect Dental Enrollee Request" of this Contract must be completed within this timeframe. If the Contractor fails to complete the Grievance process in time to permit Disenrollment by OHCA, the Disenrollment shall be considered approved for the



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effective date that would have been established had the Contractor complied with this timeframe.

Disenrollments for any of the following reasons shall be effective as of the date that the SoonerSelect Dental Enrollee's SoonerSelect Dental program eligibility status changes:

- a. Loss of eligibility for Medicaid;
- b. Transition to a SoonerCare eligibility group excluded from the SoonerSelect Dental program;
- c. SoonerSelect Dental Enrollee becomes eligible for Medicare;
- d. Death;
- e. SoonerSelect Dental Enrollee becomes an inmate of a public institution;
- f. SoonerSelect Dental Enrollee commits Fraud or provides fraudulent information;
or
- g. Disenrollment is ordered by a hearing officer or court of law.

SoonerSelect Dental Enrollees requiring long-term care in a nursing facility or ICF-IID shall be disenrolled from the Contractor when the level of care determination being done by the SoonerSelect or SoonerSelect Children's Specialty Plan Contracted Entities is complete.

Notwithstanding the foregoing, the effective date of disenrollment from the Contractor shall be the date recorded on the outbound ANSI ASC X 12 834 electronic transaction sent by OHCA.

1.11.13 Assignment Requirements

If a SoonerSelect Dental Enrollee does not select a PCD Provider ~~within ninety (90) Days of their enrollment effective date,~~ upon enrollment in the SoonerSelect Dental program, the Contractor shall assign one. All Contractor-initiated PCD Provider assignments shall:

- a. Be within the time and distance standards of the SoonerSelect Dental Enrollee's residence as specified in Section 1.12.4: "Time and Distance and Appointment Access Standards" of this Contract;
- b. Be made to an age, gender, and culturally-appropriate Provider;
- c. Consider the following factors:
 - i. Previous or current relationship the SoonerSelect Dental Enrollee has with a Provider;
 - ii. Previous or current relationship the SoonerSelect Dental Enrollee's family members have with a Provider;
 - iii. Any special dental needs of the SoonerSelect Dental Enrollee; and
 - iv. Any SoonerSelect Dental Enrollee language needs made known to the Contractor.



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1.11.14.2 Contractor-Initiated PCD Changes

The Contractor may initiate a change in PCD Providers only under the following circumstances:

- a. SoonerSelect Dental Enrollee requires specialized care for an oral health condition and the SoonerSelect Dental Enrollee and the Contractor agree that reassignment to a different Participating Provider is in the SoonerSelect Dental Enrollee's interest;
- b. SoonerSelect Dental Enrollee's place of residence has changed such that they have moved beyond the PCD Provider travel time and distance standard;
- c. SoonerSelect Dental Enrollee's PCD Provider ceases to participate in the Contractor's network;
- d. SoonerSelect Dental Enrollee has exhibited disruptive behaviors to the extent that the Contractor cannot effectively manage their care, and the PCD Provider has made all reasonable efforts to accommodate the SoonerSelect Dental Enrollee;
- e. SoonerSelect Dental Enrollee has taken legal action against the Provider; or
- f. Based on claims-based attribution to align SoonerSelect Dental Enrollees with the PCD Provider actively providing care.

Whenever initiating a change, the Contractor must offer affected SoonerSelect Dental Enrollees the opportunity to select a new PCD Provider. The Contractor shall notify the SoonerSelect Dental Enrollee within three (3) Days of the name and contact information of the new Contractor-assigned or SoonerSelect Dental Enrollee-selected PCD Provider.

1.11.15.2 Content

Pursuant to 42 C.F.R. §§ 438.10(h)(1)(i)(viii) and 438.10(h)(2) and Section 5123: Requiring Accurate, Updated, and Searchable Provider Directories, of the Consolidated Appropriations Act, 2023 (P.L. 117-328), the Provider directory shall contain the following information about the Contractor's Participating Providers:

- a. Provider's name as well as any group affiliation, including the following Provider types:
 - i. Dentists, including specialists,
 - ii. Dental practices, clinics, and facilities, and
 - iii. Other Providers required under this Contract;
- b. Street address(es);
- c. Telephone number(s);
- d. Website URL, as appropriate;
- e. Specialty, if appropriate;
- f. Gender;
- g. Whether the Provider will accept new SoonerSelect Dental Enrollees (necessary only in the online version);
- h. Mapping capabilities (necessary only in the online version)



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- i. Provider's cultural and linguistic capabilities, including languages (ASL included) offered by the Provider or by skilled medical interpreter at the Provider's office and whether the Provider has completed cultural competence training; ~~and~~
- j. Whether the Provider's office/facility has accommodations for persons with disabilities, including offices, exam room(s) and equipment-; ~~and~~
- k. Whether the Provider's office/facility has capabilities for telehealth services.

1.12.3 Credentialing

All Dental Benefit Contracted Entities must align and utilize the same single Credential Verification Organization (CVO) that is certified by a CMS-approved accrediting organization and approved by OHCA as part of its Provider credentialing and recredentialing process.

The CVO shall facilitate the Provider enrollment process including the collection and verification of Provider education, training, experience, and competency. The CVO will be responsible for receiving completed applications, attestations, and primary source verification documents. The Contractor's credentialing and re-credentialing processes shall be consistent with recognized managed care industry standards and comply with relevant State and federal regulations including 63 O.S. § 1-106.2, 42 C.F.R. § § 438.12, 438.206(b)(6), and 438.214, relating to Provider credentialing and notice.

As outlined in Memo 2023-17, OHCA is requiring the following interim solution from the date the memo until February 1, 2025, or until such time as a CVO is implemented, whichever is earlier.

1. All SoonerSelect Dental Contractors will approve providers actively enrolled with OHCA. The Contractors will only consider OHCA's provider enrollment status when making determinations for network participation for the SoonerSelect Dental provider populations.
2. Upon implementation of the CVO, all providers will submit applications and documentation to the single CVO and each Contractor will access the documentation to complete Primary Source Verification (PSV) necessary to make a credentialing determination and acceptance for network participation.
3. Contractors will monitor provider sanctions, exclusions, and debarments at the time OHCA enrollment status is validated and monthly thereafter. The Contractors will ensure corrective actions are taken to address occurrences of adverse actions. Ongoing monitoring and appropriate interventions will be taken, up to and including removal from the network, upon discovery by collecting and reviewing the following information at least every 30 calendar days of its release:
 - a. OIG/LEIE/SAM/GSA;



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- b. CMS preclusion list;
 - c. Ad-hoc notifications from OHCA;
 - d. Sanctions or limitations on license;
 - e. Medicare and Medicaid sanctions and exclusions;
 - f. Complaints;
 - g. Voluntary terminations; and
 - h. Identified adverse actions.
4. When a provider has already been credentialed by a Contractor for an existing product, the Contractor will leverage their existing credentialing for the Oklahoma Medicaid network rather than requiring the provider to complete the full credentialing process again. If a provider has already been credentialed to the Contractor's accrediting body standard for an existing product line, Contractors will confirm that these providers are actively enrolled with OHCA, have an active Oklahoma SoonerCare ID, and are in good standing with Federal and State entities.

1.12.4 Time and Distance and Appointment Access Standards

In accordance with 42 C.F.R. § 438.68(a), OHCA has developed and shall enforce the time and distance standards set forth in this Section. In developing the time and distance standards, OHCA considered all applicable requirements of 42 C.F.R. § 438.68(c). The Contractor shall meet the time and distance standards developed by OHCA in accordance with 42 C.F.R. § 438.68(b)(1) set forth in this Section in all geographic areas in which the Contractor operates, with standards varying for Urban and Rural Areas, as required pursuant to 42 C.F.R. § 438.68(b)(3), for the following types of Participating Providers:

- a. General Dentistry Providers;
- b. Pediatric Specialty Dental Providers; and
- c. Specialty Dental Providers.

OHCA has determined that time and distance standards for additional Provider types are necessary to promote the goals of the SoonerSelect Dental program and has set forth minimum access requirements for Providers as outlined in Sections 1.12.4.4: "Essential Community Provider Standards" of this Contract. OHCA reserves the right to set time and distance standards for additional Provider types that it determines necessary to improve SoonerSelect Dental Enrollee access and further the goals of the SoonerSelect Dental program.

As referenced in Memo 2023-02, OHCA has developed the following guidelines to evaluate each Contractor's submitted provider network for compliance with the contract's network adequacy requirements:



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1. OHCA will evaluate each Contractor's network by each identified provider type listed in the contract. OHCA will additionally compare the Contractor's network to the current Medicaid Fee-for-Service (FFS) provider network.
2. To assist with this evaluation, OHCA has provided each Contractor a copy of the current provider file, including addresses for each office and NPI numbers, along with a de-identified Enrollee file that provides the address of Enrollees. OHCA has also provided a historical claims file to Contractors to allow them to evaluate current utilization of services as the Contractor develops its provider network.
3. OHCA will only utilize executed provider contracts, based on providers who have active OHCA contracts, to evaluate the Contractor network. Each Contractor's provider network must be sufficient to provide a robust network that meets contractual appointment and wait times for Enrollees while also providing culturally competent care.

The Agency will evaluate wait times and cultural competency within six months after go-live.

OHCA has created a reporting template for the requirements that it will evaluate standards for provider networks. The report, DEN-1101 Network Adequacy Report, requires Contractors to provide the number of providers and locations in their network by urban vs. rural and by provider type. They must also report:

1. The number and percentage of Enrollees for which the Contractor meets network distance standards.
2. The number and percentage of Enrollees for which the Contractor does not meet network distance standards.
3. The average distance to at least one provider.

OHCA will conduct the following steps to evaluate Contractor network adequacy during Readiness Review:

1) Appointment Wait Times

- a. Contractors must update provider contract templates and corresponding Policies and Procedures related to contracting and network development. This includes adding language about the availability to schedule routine and urgent appointments.
- b. Review of Contractor-specific analyses of appointment wait times will not be available or assessed until after go-live as Contractors are still building provider networks during the readiness review assessment.

2) Distance Requirements



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- a. OHCA has provided files for Contractors to use to understand compliance with sufficiency. One file was a complete copy of the current FFS provider file and the other was a deidentified Enrollee file that included Enrollee addresses.
 - i. OHCA will determine whether there is enough of a provider type in a county to adequately serve the population of SoonerSelect Dental Enrollees. OHCA will additionally assess capacity of the Contractor's network in comparison to the current Medicaid FFS provider network.
- b. Distance to provider adequacy will be determined by number of contracted provider types in a county:
 - i. Contractors will create Geo-Access maps by provider type (including breakouts for various dental specialties) indicating distance to nearest provider against location of the current SoonerCare population.
 - ii. Where distance does not meet distance requirements within defined geographic area, OHCA will consider the Contractor non-compliant.
 - iii. Contractors must have 90% or greater compliance with all distance standard requirements.

3) Exceptions to Network Adequacy Requirements (i.e., waivers)

- a. Contractor should request exceptions to OHCA in writing no later than September 29, 2023.
- b. OHCA will also release an updated DEN-1102: Network Adequacy Exception Request template for Contractor use.
- c. On an ongoing basis, OHCA will monitor network adequacy exception reporting to evaluate Contractor progress in moving toward meeting each county's access requirements. Exception waivers will be time-limited.
- d. Contractors will also receive credit for enrolling Essential Community Providers and new to SoonerCare providers, with little to no claims history with OHCA. These providers' declared capacity to serve members as reported on the DEN-1101 Network Adequacy Report 20230906 will be evaluated in determining network adequacy.

4) Improvement Plan

- a. In the event a Contractor has not met OHCA's network adequacy requirements and is not approved for an exception, the Contractor must submit a Network Adequacy Improvement Plan for each county/specialty for OHCA review and approval.



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- b. OHCA will continue to monitor Contractor network adequacy status on an ongoing basis up until go-live.

5) Cultural Competency

- a. Within program agreements and policies, Contractors must include:
 - i. Language of the provider or the availability of translation services, closed captioning, speech to text, and any other accommodations for telemedicine services.
 - ii. ADA compliance of the provider's office.
 - iii. Access to Indian Health Care Providers (IHCPs) and policies/procedures to ensure Enrollees have access to providers who understand and respect their cultural norms and beliefs.

1.14.4.1 Claims Processing System and Methodology

The Contractor shall maintain a claims payment system, in accordance with 56 O.S. § 4002.7, capable of processing and paying claims in an accurate and timely manner and in full compliance with all State and federal laws, including but not limited to HIPAA requirements. The Contractor's claim processing system shall comport with all the information exchange provisions outlined in Section 1.19: "Information Technology" of this Contract.

The Contractor shall ensure that either Provider claims submissions or checks/warrants payable be printed, in boldface type, with the language specified in 42 C.F.R. § 455.18 or 42 C.F.R. § 455.19, respectively.

This system shall store claim information in accordance with the record retention requirements at Section 1.2.14: "Inspection and Audit Rights" of this Contract. At a minimum, these records shall include:

- a. The identity of the Provider submitting the claim;
- b. Date stamp of day received;
- c. Type of claim;
- d. Amount billed;
- e. All adjustments;
- f. Dates of all relevant action taken on the claim, including payment and denial;
- g. Amount paid;
- h. Service code;
- i. Provider involved in claim, including ~~ordering, referring, and~~ rendering;
- j. Service location;
- k. Application of coordination of benefits and subrogation of claims; and
- l. Information on the units of service rendered so that OHCA may collect information for the purposes of utilization management.



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The claims processing system used by the Contractor shall be equipped to receive and adjudicate claims submitted electronically and by mail, within a timeframe established by OHCA. The Contractor shall ensure that the electronic claims submission process is usable with a standard internet connection. Providers must be able to track the status of submitted claims online and contact a representative of the Contractor for resolution of claims questions.

The Contractor's and Subcontractors' payment cycle for newly submitted claims shall run at least weekly, on the same day each week, as determined by the Contractor and approved in writing by OHCA.

The claims processing system shall be equipped with system edits for the following, at minimum:

- a. Confirming SoonerSelect Dental Enrollee eligibility as claims are submitted on the basis of the eligibility information provided by OHCA applicable to the period in which the charges on the claim were incurred;
- b. Ensuring that claims are only paid if received from Providers that are eligible to render the services for which the claim was submitted;
- c. Reviewing for Third-Party Liability and reducing claims payment based on payments by a third-party for any part of a service;
- d. Reviewing for duplicate claims and flagging possible duplicate claims for further review or denial;
- e. Reviewing for PA requirement, and, if applicable to the service(s) for which the claim is submitted, PA approval;
- f. Reviewing for Medical Necessity, including that the services are appropriate in amount, duration, and scope;
- g. Verifying that the service is a covered service under this Contract and is eligible for payment;
- h. Ensuring that SoonerSelect Dental Enrollee benefit limits are factored into the claim adjudication and payment determination;
- i. Ensuring compliance with NCCI editing;
- j. Ensuring that the date(s) of service on the claim are valid, including, but not limited to:
 - i. Date(s) are not in the future; and
 - ii. Date of discharge is on or after the date of admission;
- k. Identifying missing, invalid, or mismatched Provider National Provider Identifiers (NPIs), and/or
- l. Taxpayer Identification Numbers (TINs)/Employer Identification Numbers (EINs).



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OHCA reserves the right to add additional minimum required system edits at its discretion.

Each financial adjustment to each claim shall be recorded, including Third-Party Liability adjustments, interest, and Co-payments.

The Contractor's claims processing system shall track the error rates in claims and Encounter Data received from the Provider or a third-party prior to a claim or encounter being adjudicated and submitted to OHCA.

1.14.5.5 Interest Payment for Delayed Adjudication of Clean Claims

~~The Contractor shall pay a monthly interest rate of one and a half percent (1.5%) on all Clean Claims that are not adjudicated within forty five (45) Days of receipt by the Contractor, in accordance with 62 O.S. § 34.72. This interest rate shall be prorated on a daily basis. A Clean Claim shall be processed within the time frames provided under Title 56 of the Oklahoma Statutes Section 4002.7(B) and shall bear simple interest at the monthly rate of one and one-half percent (1.5%) payable to the provider as per 56 O.S. § 4002.7(B).~~

1.15.4.3 Payments to IHCPs

~~All Contractor payments to IHCPs shall be made in accordance with 42 C.F.R. § 438.14. OHCA will reimburse IHCPs for services that are eligible for one hundred percent (100%) federal reimbursement and are provided by an IHS or 638 Tribal facility to IHCPs to AI/AN SoonerSelect Dental Enrollees, who are eligible to receive services through an IHS or 638 Tribal facility. Encounters for SoonerCare services billed by IHCPs IHS or 638 Tribal facilities and eligible for one hundred percent (100%) federal reimbursement will not be accepted by OHCA from the CEs or considered in Capitation Rate development.~~

~~The Contractor shall make payment to IHCPs for covered services not eligible for one hundred percent (100%) federal reimbursement and provided to SoonerSelect Dental Enrollees who are eligible to receive services through the IHCP, regardless of whether the IHCP is a Participating Provider, contracted at the applicable encounter rate published annually in the Federal Register by the Indian Health Service (IHS). In the absence of a published encounter rate, the Contractor shall pay, at minimum, the amount the IHCP would receive if the services were provided under the State Plan fee for service methodology.~~

~~In the event the amount the IHCP receives from the Contractor is less than the amount the IHCP would have received under fee for service or the applicable encounter rate published annually in the Federal Register by the IHS, the Contractor shall make a~~



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~~supplemental payment to the IHCP to make up the difference between the amount the Contractor pays and the amount the IHCP would have received under fee for service or the applicable encounter rate.~~

~~The Contractor shall timely pay all I/T/U Participating Providers in accordance with the requirements of Section 1.14.5: "Timely Claims Filing and Processing" of this Contract.~~

In accordance with CMS State Health Official Letter #16-002, THS/Tribal facilities may enter into Care Coordination agreements with non-THS/Tribal Providers to furnish certain services for AI/AN Eligibles and SoonerSelect Dental Enrollees and such services are eligible for one hundred percent (100%) federal funding. The Contractor shall provide reporting in the manner and format required in the Reporting Manual to facilitate the State's collection of one hundred percent (100%) federal funding for the services furnished by the non-THS/Tribal Providers acting with a Care Coordination agreement with IHCPs. The Contractor shall also facilitate the development of Care Coordination agreements between IHCP and other non-THS/Tribal Providers as necessary to support the provision of services for AI/AN SoonerSelect Dental Enrollees.

1.16.9.2 Duration of Continued or Reinstated Benefits

If the Contractor continues or reinstates the SoonerSelect Dental Enrollee's benefits at the SoonerSelect Dental Enrollee's request while the Appeal or State Fair Hearing is pending, the benefits must be continued until one (1) of following occurs:

- a. The SoonerSelect Dental Enrollee withdraws the Appeal;
- b. The SoonerSelect Dental Enrollee withdraws the request for State Fair Hearing;
- c. The SoonerSelect Dental Enrollee fails to request a State Fair Hearing and continuation of benefits within ~~thirty (30)~~ **ten (10)** Calendar Days after the Contractor sends the notice of an Adverse Resolution to the SoonerSelect Dental Enrollee's Appeal under 42 C.F.R. §§ 438.420(c)(2), and 438.408(d)(2); or
- d. A State Fair Hearing officer issues a hearing decision adverse to the SoonerSelect Dental Enrollee.

1.17.5 Five Percent (5%) Cost Sharing Limit

In accordance with 42 C.F.R. § 447.56, SoonerSelect Dental Enrollee's total Cost Sharing shall not exceed five percent (5%) of the SoonerSelect Dental Enrollee's household income applied on a monthly basis. The Contractor shall report SoonerSelect Dental Enrollee Cost Sharing to the MMIS according to a process defined by OHCA. The MMIS will aggregate the Contractor's Cost Sharing data with household Cost Sharing and SoonerSelect Dental Enrollee Cost Sharing incurred for any Excluded Benefits and will notify the Contractor via the ANSI ASC X 12 834 electronic transaction when a SoonerSelect Dental Enrollee has met the five percent (5%) aggregate limit.



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Upon receipt of the ANSI ASC X 12 834 electronic transaction, the Contractor shall ensure that Co-payments are not deducted from Provider claims reimbursement through the end of the month. ~~The Contractor shall notify the SoonerSelect Dental Enrollee and Providers when the aggregate limit has been met and that Cost Sharing will not apply for the remainder of the month.~~ The Contractor shall reinstate SoonerSelect Dental Enrollee Cost Sharing effective the first of the following month for any SoonerSelect Dental Enrollees who exceeded the aggregate limit in the previous month.



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1.18.7 Suspension of Payments for Credible Allegation of Fraud

The Contractor, or its Subcontractor to the extent the Subcontractor is delegated claims payment responsibility, shall timely suspend payments to a Participating Provider for which OHCA determines there is a credible allegation of Fraud in accordance with 42 C.F.R. §§ 438.608(a)(8) and 455.23. OHCA shall determine whether payments should be suspended or if an exception is appropriate. OHCA shall notify the Contractor of payment suspensions, and the Contractor must then immediately suspend further payments to the Provider. The Contractor must ensure that no Medicaid dollars are received by Provider whose payments are suspended or that has been terminated by OHCA. After a credible allegation of Fraud, unless prior written approval is obtained from OHCA, the Contractor may not take any of the following actions:

- a. Contact the subject of the investigation concerning any matter related to the investigation;
- b. Institute any interventions, sanctions, or remedial procedures towards the subject of the investigation, including but not limited to hearings, suspension, or termination;
- c. Take any actions to recoup or withhold improperly paid funds already paid or potentially due to the Provider;
- d. File any civil action based upon the suspected Fraud against the subject of the investigation;
- e. Enter into or attempt to negotiate any settlement or agreement regarding the suspected Fraud; or
- f. Accept any money or other thing of value offered by the subject of the investigation in connection with suspected Fraud.

If the Contractor thinks that it is appropriate to initiate a recoupment or withholding action against a Provider under these circumstances, the Contractor shall consult with OHCA and OHCA's Program Integrity and Accountability Unit to ensure whether such action is permissible. In the event that the Contractor obtains funds from an action when recoupment or withholding is prohibited, the Contractor shall return the funds to the Provider.

1.18.11.4 Overpayments Resulting from Provider Disclosure

OHCA will implement policies in accordance with 42 U.S.C. § 1320a-7k(d)(1), codifying Section 6402(a) of the Patient Protection and ACA. All Overpayments resulting from situations other than Fraud, including self-reported Overpayments to the Contractor, will be considered the Contractor's property unless:

- a. OHCA, OIG, CMS or its contractors, Office of Attorney General, MFCU notified the Provider that an Overpayment existed;
- b. The Contractor fails to initiate recovery within twelve (12) months from the date the Contractor first paid the claim;



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- c. The Contractor fails to complete the recovery within fifteen (15) months from the date the Contractor first paid the claim or by the designated date set forth by a repayment plan approved by the OHCA; or
- d. The Contractor fails to complete the recovery within sixty (60) Days from the date the Provider notified the Contractor of the Overpayment.

1.20.7 Third-Party Liability

The Contractor will be notified of known SoonerSelect Dental Enrollee third party resources via the ANSI ASC X 12 834 electronic transactions. SoonerSelect Dental Enrollee third-party resource information provided to the Contractor will be based upon information obtained or made available to OHCA at the time of an Applicant's or Eligible's eligibility determination or re-determination.

Medicaid shall be the payer of last resort for all covered services in accordance with Federal regulations, including 42 C.F.R. 433 Subpart D and 42 C.F.R. § 447.20. The Contractor shall not avoid costs for services covered in its contract by referring enrollees to publicly supported health care resources in accordance with 42 C.F.R. 1201(p). The Contractor shall make every reasonable effort to:

- a. Determine the liability of third parties to pay for services rendered to SoonerSelect Dental Enrollees;
- b. Avoid costs which may be the responsibility of third-parties;
- c. Reduce payments based on payments by a third-party for any part of a service; and
- d. Recover any liability from responsible third-party sources, except for estate recovery and third-party subrogation. Contractor shall calculate amount to be recovered by using their fee schedule for the specific service.

The Contractor shall treat funds recovered from third-parties as reductions to claims payment as required under Section 1.14.4.1: "Claims Processing System and Methodology" of this Contract and shall report all Third-Party Liability collections in the manner and timeframe required by OHCA as prescribed in the Reporting Manual. OHCA will monitor to confirm that the Contractor is upholding contractual requirements for Third-Party Liability activities.

1.21.1.3 Certification Requirements

In accordance with 42 C.F.R. §§ 438.606(a) and 457.1201(o), all data, documentation, or information submitted by the Contractor to OHCA under 42 C.F.R. § 438.604 shall be certified by one (1) of the following:

- a. The Contractor's CEO;
- b. The Contractor's CFO; or



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- c. An individual who reports directly to the CEO or CFO with delegated authority to sign for the CEO or CFO so that the CEO or CFO is ultimately responsible for the certification.

The Contractor shall submit this certification concurrently with the data, documentation, or information submission. The certifying officer must attest that, based on the certifying officer's best information, knowledge, and belief, the data, documentation, and information submitted are accurate, complete, and truthful, under penalty of perjury.

Appendix 1B: Definitions

169. **SoonerSelect Children's Specialty Program** – The single Statewide health care plan that covers all Medicaid services other than dental services and is designed to provide care to children in Foster Care Children, Former Foster Care Children ~~up to 25 years of age~~ under age 26, Juvenile Justice Involved Children, and Children receiving adoption assistance.

183. **Telehealth** – The practice of health care delivery, diagnosis, consultation, evaluation and treatment, transfer of medical data or exchange of medical education information by means of a two-way, real-time interactive communication, not to exclude store and forward technologies, between a patient and a healthcare provider with access to and reviewing the patient's relevant clinical information prior to the telemedicine visit. Telehealth shall not include consultations provided by telephone audio-only communication, electronic mail, text message, instant messaging conversation, website questionnaire, nonsecure video conference, or facsimile transmission. For audio-only health service delivery, see OAC 317:30-3-27.1.

~~183~~184. **Third-Party Liability** – All or part of the expenditures for a SoonerSelect Dental Enrollee's medical assistance furnished under the OHCA State Plan that may be the liability of a third-party individual, entity, or program.

~~184~~185. **Transition of Care** – The movement of a patient from one (1) setting of care (hospital, ambulatory primary care practice, ambulatory specialty care practice, long-term care, home health, rehabilitation facility) to another.

~~185~~186. **Transition Period** – The time period which begins upon any of the following triggering events: notice issued by OHCA of its intent to terminate the Contract; notice issued by the Contractor or OHCA to not extend the Contract; or if the Contract has no remaining extension periods, one hundred eighty (180) Days before the Contract termination date. The Transition Period ends upon the transition of SoonerSelect Dental Enrollees to another Dental Benefit Manager or OHCA-designated service delivery system.



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186187. Transition Plan – The plan developed by the Contractor and approved by OHCA documenting how the Contractor will ensure the orderly transition of Enrollees and meet the Transition Period and Post-Transition obligations upon Contract expiration or termination.

187188. Urban Area – A county with a population of 50,000 people or more.

188189. Urban Region – Any county within the State of Oklahoma with a county population of not less than five hundred thousand (500,000) according to the latest Federal Decennial Census; or all counties that are contiguous to the Oklahoma counties with a population of not less than five hundred thousand (500,000) according to the latest Federal Decennial Census combined into one (1) region.

189190. Urgent Care – Medical care provided for a condition manifesting itself by acute symptoms of sufficient severity (including severe pain, psychiatric disturbances, and/or symptoms of substance abuse), such that a reasonably prudent layperson could expect that the absence of medical attention within twenty-four (24) Hours could result in:

- a. Placing the health of the individual (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy;
- b. Serious impairment to bodily function; or
- c. A serious dysfunction of any body organ or part.

190191. Value-Added Benefit – Any benefit or service offered by the Contractor that is not a covered benefit. These benefits are subject to change annually as determined by the Contractor and OHCA.

191192. Validation – The review of information, data, and procedures to determine the extent to which they are accurate, reliable, free from bias, and in accordance with standards for data collection and analysis.

192193. Waste – The overutilization of services, or other practices that, directly or indirectly, result in unnecessary costs to the Medicaid program; generally, not considered to be caused by criminally negligent actions but rather the misuse of resources.

This Amendment services to incorporate Appendix B: SoonerSelect Dental Rates Summary of Rate Updates – State Fiscal Year 2025.

This Amendment shall be effective beginning date of signature by both parties. No other terms or provisions of the Contract are changed or affected.



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Appendix B - SoonerSelect Dental Rates Summary

Delivery Date: January 8, 2024

Disclaimer: This deliverable was prepared by Guidehouse Inc. for the sole use and benefit of, and pursuant to a client relationship exclusively with the Oklahoma Health Care Authority ("Client").

The work presented in this deliverable represents Guidehouse's professional judgement based on the information available at the time this report was prepared. The information in this deliverable may not be relied upon by anyone other than Client. Accordingly, Guidehouse disclaims any contractual or other responsibility to others based on their access to or use of the deliverable. This deliverable must be disclosed and shared in its entirety.



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SoonerSelect Dental Program
February 1, 2024 – June 30, 2025,
Capitation Rates Summary

Region	Population Group	Age/Gender	TPL	Voluntary	Projected Member Months	February 1, 2024 – June 30, 2025 Rate, Original	February 1, 2024 – June 30, 2025 Rate, Updated
STATEWIDE	CUST	< 6 Years, Male and Female	N	N	45,065	\$ 13.14	\$ 13.38
STATEWIDE	CUST	< 6 Years, Male and Female	N	Y	2,257	\$ 14.70	\$ 14.98
STATEWIDE	CUST	6+ Years, Male and Female	N	N	78,664	\$ 21.72	\$ 22.08
STATEWIDE	CUST	6+ Years, Male and Female	N	Y	6,097	\$ 18.75	\$ 19.15
STATEWIDE	CUST	All Ages, Male and Female	Y	N	1,650	\$ 2.58	\$ 2.57
STATEWIDE	CUST	All Ages, Male and Female	Y	Y	88	\$ 2.11	\$ 2.13
STATEWIDE	FFC	All Ages, Male and Female	N	N	11,391	\$ 6.93	\$ 6.93
STATEWIDE	FFC	All Ages, Male and Female	N	Y	941	\$ 5.85	\$ 5.80
STATEWIDE	FFC	All Ages, Male and Female	Y	N	207	\$ 1.58	\$ 1.57
STATEWIDE	FFC	All Ages, Male and Female	Y	Y	7	\$ 1.29	\$ 1.31
EAST	TANF/CHIP Child/Adoption	< 6 Years, Male and Female	N	N	558,939	\$ 14.19	\$ 14.22
OKC	TANF/CHIP Child/Adoption	< 6 Years, Male and Female	N	N	609,103	\$ 13.12	\$ 13.62
TULSA	TANF/CHIP Child/Adoption	< 6 Years, Male and Female	N	N	484,952	\$ 15.29	\$ 15.29
WEST	TANF/CHIP Child/Adoption	< 6 Years, Male and Female	N	N	811,958	\$ 12.87	\$ 12.92
EAST	TANF/CHIP Child/Adoption	< 6 Years, Male and Female	N	Y	38,433	\$ 16.62	\$ 16.72
OKC	TANF/CHIP Child/Adoption	< 6 Years, Male and Female	N	Y	3,037	\$ 18.31	\$ 18.41
TULSA	TANF/CHIP Child/Adoption	< 6 Years, Male and Female	N	Y	4,184	\$ 15.35	\$ 15.34
WEST	TANF/CHIP Child/Adoption	< 6 Years, Male and Female	N	Y	16,598	\$ 12.80	\$ 12.88
STATEWIDE	TANF/CHIP Child/Adoption	< 6 Years, Male and Female	Y	N	35,614	\$ 3.71	\$ 3.75
STATEWIDE	TANF/CHIP Child/Adoption	< 6 Years, Male and Female	Y	Y	870	\$ 3.53	\$ 3.62
EAST	TANF/CHIP Child/Adoption	6-14 Years, Male and Female	N	N	795,558	\$ 21.91	\$ 22.02
OKC	TANF/CHIP Child/Adoption	6-14 Years, Male and Female	N	N	954,617	\$ 21.32	\$ 22.12
TULSA	TANF/CHIP Child/Adoption	6-14 Years, Male and Female	N	N	710,349	\$ 24.21	\$ 24.21
WEST	TANF/CHIP Child/Adoption	6-14 Years, Male and Female	N	N	1,253,067	\$ 21.99	\$ 22.10
EAST	TANF/CHIP Child/Adoption	6-14 Years, Male and Female	N	Y	88,162	\$ 19.53	\$ 19.70
OKC	TANF/CHIP Child/Adoption	6-14 Years, Male and Female	N	Y	8,904	\$ 20.05	\$ 20.25
TULSA	TANF/CHIP Child/Adoption	6-14 Years, Male and Female	N	Y	11,118	\$ 21.83	\$ 21.83
WEST	TANF/CHIP Child/Adoption	6-14 Years, Male and Female	N	Y	39,188	\$ 17.06	\$ 17.16



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STATEWIDE	TANF/CHIP Child/Adoption	6-14 Years, Male and Female	Y	N	124,174	\$ 5.53	\$ 5.82
STATEWIDE	TANF/CHIP Child/Adoption	6-14 Years, Male and Female	Y	Y	5,538	\$ 4.00	\$ 4.07
EAST	TANF/CHIP Child/Adoption	15+ Years, Male and Female	N	N	303,057	\$ 26.67	\$ 26.85
OKC	TANF/CHIP Child/Adoption	15+ Years, Male and Female	N	N	361,193	\$ 27.87	\$ 28.45
TULSA	TANF/CHIP Child/Adoption	15+ Years, Male and Female	N	N	255,578	\$ 28.79	\$ 28.81
WEST	TANF/CHIP Child/Adoption	15+ Years, Male and Female	N	N	475,147	\$ 27.42	\$ 27.55
EAST	TANF/CHIP Child/Adoption	15+ Years, Male and Female	N	Y	38,310	\$ 21.96	\$ 22.16
OKC	TANF/CHIP Child/Adoption	15+ Years, Male and Female	N	Y	4,518	\$ 25.57	\$ 25.65
TULSA	TANF/CHIP Child/Adoption	15+ Years, Male and Female	N	Y	5,825	\$ 25.43	\$ 25.44
WEST	TANF/CHIP Child/Adoption	15+ Years, Male and Female	N	Y	19,260	\$ 22.92	\$ 22.99
STATEWIDE	TANF/CHIP Child/Adoption	15+ Years, Male and Female	Y	N	64,509	\$ 5.85	\$ 6.00
STATEWIDE	TANF/CHIP Child/Adoption	15+ Years, Male and Female	Y	Y	3,237	\$ 5.80	\$ 5.87
EAST	TANF Parent/Caretaker	All Ages, Adult Male and Female	N	N	376,679	\$ 15.73	\$ 16.02
OKC	TANF Parent/Caretaker	All Ages, Adult Male and Female	N	N	324,469	\$ 17.91	\$ 18.07
TULSA	TANF Parent/Caretaker	All Ages, Adult Male and Female	N	N	251,485	\$ 18.71	\$ 18.81
WEST	TANF Parent/Caretaker	All Ages, Adult Male and Female	N	N	518,692	\$ 15.13	\$ 15.34
EAST	TANF Parent/Caretaker	All Ages, Adult Male and Female	N	Y	44,220	\$ 11.16	\$ 11.30
OKC	TANF Parent/Caretaker	All Ages, Adult Male and Female	N	Y	6,583	\$ 15.19	\$ 15.21
TULSA	TANF Parent/Caretaker	All Ages, Adult Male and Female	N	Y	8,940	\$ 17.41	\$ 17.44
WEST	TANF Parent/Caretaker	All Ages, Adult Male and Female	N	Y	23,247	\$ 8.98	\$ 9.07
STATEWIDE	TANF Parent/Caretaker	All Ages, Adult Male and Female	Y	N	62,062	\$ 2.75	\$ 2.79
STATEWIDE	TANF Parent/Caretaker	All Ages, Adult Male and Female	Y	Y	2,572	\$ 1.57	\$ 1.64
EAST	Expansion	All Ages, Adult Male and Female	N	N	1,178,735	\$ 17.82	\$ 18.79
OKC	Expansion	All Ages, Adult Male and Female	N	N	955,084	\$ 20.99	\$ 21.65
TULSA	Expansion	All Ages, Adult Male and Female	N	N	744,688	\$ 19.91	\$ 20.57
WEST	Expansion	All Ages, Adult Male and Female	N	N	1,485,338	\$ 17.67	\$ 18.21
EAST	Expansion	All Ages, Adult Male and Female	N	Y	88,455	\$ 11.41	\$ 11.78
OKC	Expansion	All Ages, Adult Male and Female	N	Y	13,866	\$ 12.92	\$ 13.11
TULSA	Expansion	All Ages, Adult Male and Female	N	Y	17,207	\$ 18.78	\$ 18.97
WEST	Expansion	All Ages, Adult Male and Female	N	Y	45,111	\$ 10.16	\$ 10.35
STATEWIDE	Expansion	All Ages, Adult Male and Female	Y	N	132,515	\$ 3.05	\$ 3.25
STATEWIDE	Expansion	All Ages, Adult Male and Female	Y	Y	5,393	\$ 1.72	\$ 1.85
STATEWIDE	All	All	All	All	14,510,704	\$ 18.87	\$ 19.23



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Region	Population Group	Age/Gender	TPL	Voluntary	Projected Member Months	February 1, 2024 – June 30, 2025 Rate, Original	February 1, 2024 – June 30, 2025 Rate, Updated
STATEWIDE	CUST	All	N	N	123,730	\$ 18.59	\$ 18.89
STATEWIDE	CUST	All	N	Y	8,354	\$ 17.66	\$ 18.02
STATEWIDE	CUST	All	Y	N	1,650	\$ 2.58	\$ 2.57
STATEWIDE	CUST	All	Y	Y	86	\$ 2.11	\$ 2.13
STATEWIDE	FFC	All	N	N	11,391	\$ 6.93	\$ 6.93
STATEWIDE	FFC	All	N	Y	941	\$ 5.85	\$ 5.80
STATEWIDE	FFC	All	Y	N	207	\$ 1.58	\$ 1.57
STATEWIDE	FFC	All	Y	Y	7	\$ 1.29	\$ 1.31
STATEWIDE	TANF/CHIP Child/Adoption	All	N	N	7,571,519	\$ 20.45	\$ 20.67
STATEWIDE	TANF/CHIP Child/Adoption	All	N	Y	275,538	\$ 19.20	\$ 19.33
STATEWIDE	TANF/CHIP Child/Adoption	All	Y	N	224,297	\$ 5.33	\$ 5.43
STATEWIDE	TANF/CHIP Child/Adoption	All	Y	Y	9,642	\$ 4.56	\$ 4.63
STATEWIDE	TANF Parent/Caretaker	All	N	N	1,471,325	\$ 16.51	\$ 16.71
STATEWIDE	TANF Parent/Caretaker	All	N	Y	82,989	\$ 11.54	\$ 11.65
STATEWIDE	TANF Parent/Caretaker	All	Y	N	62,062	\$ 2.75	\$ 2.79
STATEWIDE	TANF Parent/Caretaker	All	Y	Y	2,572	\$ 1.57	\$ 1.64
STATEWIDE	Expansion	All	N	N	4,363,846	\$ 18.82	\$ 19.52
STATEWIDE	Expansion	All	N	Y	162,640	\$ 11.97	\$ 12.26
STATEWIDE	Expansion	All	Y	N	132,515	\$ 3.05	\$ 3.25
STATEWIDE	Expansion	All	Y	Y	5,393	\$ 1.72	\$ 1.85
STATEWIDE	All	All	All	All	14,510,704	\$ 18.87	\$ 19.23
STATEWIDE	Non-Expansion	All	All	All	444,940	\$ 8.88	\$ 9.03
EAST	Non-Expansion	All	All	All	2,239,358	\$ 19.20	\$ 19.33
OKC	Non-Expansion	All	All	All	2,272,425	\$ 19.66	\$ 20.24
TULSA	Non-Expansion	All	All	All	1,732,431	\$ 21.52	\$ 21.54
WEST	Non-Expansion	All	All	All	3,157,158	\$ 19.14	\$ 19.25
STATEWIDE	Expansion	All	All	All	137,908	\$ 3.00	\$ 3.20
EAST	Expansion	All	All	All	1,265,191	\$ 17.38	\$ 18.31
OKC	Expansion	All	All	All	968,950	\$ 20.87	\$ 21.53
TULSA	Expansion	All	All	All	761,895	\$ 19.88	\$ 20.53
WEST	Expansion	All	All	All	1,530,450	\$ 17.45	\$ 17.98
STATEWIDE	All	All	All	All	582,848	\$ 7.49	\$ 7.65
EAST	All	All	All	All	3,504,548	\$ 18.54	\$ 18.97
OKC	All	All	All	All	3,241,375	\$ 20.02	\$ 20.63
TULSA	All	All	All	All	2,494,328	\$ 21.02	\$ 21.23
WEST	All	All	All	All	4,687,607	\$ 18.58	\$ 18.83
STATEWIDE	All	All	All	All	14,510,704	\$ 18.87	\$ 19.23
STATEWIDE	Non-Expansion	All	All	All	9,846,311	\$ 19.23	\$ 19.44
STATEWIDE	Expansion	All	All	All	4,664,393	\$ 18.11	\$ 18.79
STATEWIDE	All	All	All	All	14,510,704	\$ 18.87	\$ 19.23



ADDRESS

4345 N. Lincoln Blvd.
Oklahoma City, OK 73105



WEBSITES

oklahoma.gov/ohca
mysoonerCare.org



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Admin: 405-522-7300
Helpline: 800-987-7767



EXECUTED:

Lisa Gifford

Lisa Gifford (Apr 1, 2024 19:02 CDT)

Lisa Gifford

04/01/2024

Date

Ellen Buettner, CEO Oklahoma
Health Care Authority

Date



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