

**The Oklahoma Health Care  
Authority**

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**SoonerSelect Dental Program**

**Request for Proposals**

**Solicitation Number 8070001412**

**October 274, 2022**

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## **1. Introduction and Solicitation Overview**

### **1.1 Authority to Procure Medicaid Managed Care Services**

#### **1.1.1 State Authority**

OHCA has general authority to enter into contracts for the delivery of State-purchased health care pursuant to 63 O.S. § 5006(A)(2). The Oklahoma Legislature, through the Ensuring Access to Medicaid Act, 56 O.S. §§ 4002.1, *et seq.*, established and defined the scope of the Oklahoma Health Care Authority's (OHCA's) authority and responsibility to procure the Medicaid managed care services that are the subject of this Request for Proposal (RFP).

#### **1.1.2 Federal Authority**

The Centers for Medicare and Medicaid Services (CMS), pursuant to 42 C.F.R. Part 438, has the authority and responsibility to review and approve or deny any contract for Medicaid managed care services. For any contract resulting from this solicitation, only those contract terms that are applicable to and permissible for prepaid ambulatory health plans (PAHPs), as defined at 42 C.F.R. § 438.2, are enforceable.

#### **1.1.3 Oklahoma Central Purchasing Act (Central Purchasing Act) (74 O.S. §§ 85.1, *et seq.*) and Accompanying Oklahoma Administrative Code (O.A.C.) Provisions**

The Central Purchasing Act (Central Purchasing Act, 74 O.S. §§ 85.1, *et seq.*) establishes policies that an Oklahoma State agency must follow to procure products or services from a third-party vendor, including the requirement that, absent an exemption and provided the acquisition exceeds \$50,000, such contracts must be competitively bid (74 O.S. § 85.7). The Central Purchasing Act provides that when an acquisition requires competitive bidding, the purchasing activities of the State agency shall be under the direction of the Central Purchasing Division of the Office of Management and Enterprise Services (OMES) unless otherwise delegated to the State agency (74 O.S. § 85.5). The Central Purchasing Division has delegated the right to procure needed products and services for the OHCA to the OHCA Chief Executive Officer (CEO) and other OHCA officers and personnel, subject to certain prior approval requirements from the Oklahoma Health Care Authority Board (O.A.C. 317:10-1-16). In accordance with O.A.C. 317:10-1-1, when an acquisition is made by OHCA, OHCA's Rules at O.A.C. 317:10 must be read in conjunction with the OMES Purchasing Rules at O.A.C. 260:115. Per O.A.C. 317:10-1-3, when applying the Central Purchasing Act and related O.A.C. provisions to acquisitions under this RFP, where "State Purchasing Director" is specified, it means either the certified OHCA procurement officer or the OHCA CEO, or both, and "Purchasing Division" means OHCA.

#### **1.1.4 Oklahoma Privatization of State Functions Actions**

The Ensuring Access to Medicaid Act, 56 O.S. § 4002.3a, directs OHCA to enter public-private partnerships with Contracted Entities, through risk-based Capitated Contracts, to provide Medicaid

dental services to specified populations. The Oklahoma Privatization of State Functions Act (Privatization Act, 74 O.S. §§ 586, *et seq.*) establishes guidelines for the privatization of State services to ensure that such privatization is cost effective and in the best interest of the State. OHCA has submitted a cost analysis to OMES, and OMES has found that the analysis fulfills the content requirements of the Privatization Act. OHCA has also provided the notices required under Section 589 of the Privatization Act. To the extent that OHCA receives a response to those notices that requires it to modify or amend this solicitation, those updates or amendments will be posted in accordance with Section 1.1.15: “Changes in Solicitation Specifications or Contract Terms.”

Bidders will be required to provide in their Proposal all the information and certifications required by the Privatization Act as more fully discussed in Section 1.1.4: “Oklahoma Privatization of State Functions Actions.” Failure to provide this information and certifications could result in a Proposal being considered non-responsive and not considered for further evaluation. Failure to abide by the Privatization Act may also result in a Bidder’s disqualification.

### **1.1.5 The RFP**

The Ensuring Access to Medicaid Act, 56 O.S. § 4002.3b, directs OHCA to contract with at least two (2) Dental Benefit Managers (DBMs) to deliver Medicaid managed care dental services to the following Medicaid populations referred to as SoonerSelect Eligibles: SoonerCare Children, Pregnant Women, Deemed Newborns, Parent and Caretaker Relatives, and the Expansion Population, and members of the Children’s Specialty Program as provided by subsection D of 56 O.S. 4002.3b, referred to as SoonerSelect Dental Eligibles. OHCA requests Proposals from qualified Bidders to coordinate and deliver Medicaid dental services to the specified Medicaid populations while demonstrating improved dental health outcomes, increased access to care, and increased accountability in the State’s Medicaid program, referred to as SoonerCare.

The Contracts resulting from this RFP process will be for an initial term from Contract award through June 30, 2024, with five (5) one (1) year renewal options at the discretion of OHCA. Enrollment of SoonerSelect Dental Eligibles in the SoonerSelect Dental program will be effective October 1, 2023, or the first day of the first month following CMS approval.

#### **1.1.5.1 Sooner Select Dental Goals**

The Oklahoma Legislature and Governor Stitt have directed OHCA to design the Oklahoma Medicaid program to achieve the following goals:

- Improve health outcomes for Medicaid members and the State as a whole;
- Ensure budget predictability through shared risk and accountability;
- Ensure access to care, quality measures, and member satisfaction;
- Ensure efficient and cost-effective administrative systems and structures; and
- Ensure a sustainable delivery system that is a Provider-led effort and that is operated and managed by Providers to the maximum extent possible.

OHCA designed the SoonerSelect Dental program to meaningfully achieve stated goals, as well as to advance Governor Stitt’s plan to transform Oklahoma into a Top Ten (10) state in health outcomes. Additionally, the SoonerSelect Dental program is designed to achieve the following goals:

- Improve access for SoonerSelect Dental Enrollees to oral healthcare, including preventive and restorative services;
- Engage with SoonerSelect Dental Enrollees through high-quality outreach and education materials and regularly scheduled activities; and
- Cultivate a culture of collaboration among medical and dental professionals.

### **1.1.5.2 SoonerCare Program Background**

SoonerCare is the State of Oklahoma’s Medicaid program. OHCA is the single State agency responsible for administration of SoonerCare. Since 1995, SoonerCare has operated under Section 1115 demonstration authority granted by the CMS. SoonerCare services are currently delivered through coordinated care models including patient centered medical homes (PCMHs), Health Access Networks (HANs), and the SoonerCare Health Management Program (HMP). All SoonerSelect Dental Eligibles currently qualify to receive services through these models, except for the following:

- Dual Eligible Individuals;
- Individuals residing in an institution or nursing home;
- § 1915(c) Waiver enrollees;
- Individuals infected with tuberculosis covered under §§ 1902(a)(10)(A)(ii)(XII) and 1902(z)(1) of The Act;
- Individuals eligible as a Former Foster Care Child under 42 C.F.R. § 435.150;
- Pregnant Women with incomes between one hundred thirty-four percent (134%) and one hundred eighty-five percent (185%) federal poverty level (FPL) converted to the – Modified Adjusted Gross Income (MAGI) equivalent, plus five percent (5%) disregards; and
- Individuals with other creditable coverage, except Indian Health Service (IHS) coverage.

### **1.1.5.3 SoonerSelect Dental Enrollment**

The Enrollment table below is for informational purposes only. The Enrollment data used in Capitation Rate setting is presented separately in the SoonerSelect Dental Capitation Rate data book. Data presented below reflects average monthly Enrollment from June 2021 through July 2022. This data includes Enrollment increases that were attributed to the Public Health Emergency (PHE) and COVID-19, including requirements to maintain eligibility for otherwise ineligible individuals in accordance with the Families First Coronavirus Response Act, Pub. L. No. 116-127, § 6008, 134 Stat. 178, 208 (2020).

**SoonerSelect Dental Populations**

Eligibility Group	Overall Enrollment June 2021 to July 2022* (Includes PHE)	PHE Enrollment in August 2022 (Subset of Total)
Children	568,290	113,820
Pregnant Women	25,060	16,037
Deemed Newborns	1,880	—
Parent and Caretaker Relatives	89,401	17,381
Expansion Adults (effective July 2021)	233,861	95,819
Former Foster <u>Care</u> Children	814	73
<b>TOTAL</b>	<b>919,306</b>	<b>243,130</b>

Notes: \*Average per month

**1.1.5.4 Future Reform**

Per 56 O.S. § 4002.3a(A)(2), if, during the initial term or a renewal term of a Contract awarded under this procurement, the Oklahoma Legislature expressly authorizes OHCA to expand the SoonerSelect Dental program to additional eligibility groups. Such expansion will be implemented as directed, to the extent authorized by law.

**1.1.6 Solicitation Scope**

Per 56 O.S. § 4002.3a(A)(2), if, during the initial term or a renewal term of a Contract awarded under this procurement the Oklahoma Legislature expressly authorizes OHCA to expand the SoonerSelect Dental program to additional eligibility groups, such expansion will be implemented as directed, to the extent authorized by law.

**1.1.6.1 Sustainability of the Transformed Medicaid Delivery System**

OHCA is committed to the sustainability of the transformed Medicaid delivery system. In accordance with 56 O.S. § 4002.12b and subject to approval by CMS, OHCA will preserve and, to the maximum extent permissible under federal law, improve existing levels of funding through directed payments or other mechanisms outside the capitated rate to Contracted Entities.

**1.1.7 Evaluation Criteria, Documentation and Scoring Methodology**

For purposes of evaluating Proposals, OHCA has developed evaluation criteria and documentation in accordance with O.A.C. 260:115-7-32. OHCA’s evaluation criteria conforms to the best value criteria as defined at 74 O.S. § 85.2(2). As directed by 56 O.S. § 4002.3b, OHCA’s scoring methodology affords preferential scoring to a Bidder that both meets the definition of Provider-Led Entity (PLE) as defined in 56 O.S. § 4002.2(17) and submits a responsive Proposal demonstrating ability to fulfill Contract requirements.

### **1.1.8 OHCA Sole Point of Contact**

OHCA is the issuing agency for this competitive bid RFP. The sole point of contact for the RFP is listed below. All RFP-related inquiries must be directed to this individual. The sole point of contact is the only individual the Bidder should contact, or communicate with, regarding any questions or issues with the RFP or a Proposal, and in no instance should a Bidder contact the OHCA CEO, the Oklahoma Health Care Authority Board, or any other official in Oklahoma about the RFP or a Proposal. Failure to comply with this requirement may result in the Proposal being considered non-responsive or not considered for further evaluation. Failure to abide by this provision may result in a Bidder's disqualification. Notwithstanding the foregoing, a Bidder may contact or communicate with a member of the Legislature to the extent permitted by 74 O.S. § 464.1.

Sheila Killingsworth  
Email: [procurement@okhca.org](mailto:procurement@okhca.org)

All emails shall include the solicitation name and number in the subject line of the email.

### **1.1.9 Definitions**

Appendices 1A and 1B to this RFP contain acronyms and definitions of key words used in the solicitation and Contract.

### **1.1.10 Effect of the Federal Waiver or State Plan Authority**

As directed at 56 O.S. § 4002.15, OHCA shall seek federal authority from CMS to operate the SoonerSelect Dental program. The Contractor shall comply with any modifications to this RFP and the final Contract resulting from the approval process. In the event CMS denies the request prior to Contract award or signature, OHCA shall be under no obligation to award a Contract as a result of this RFP. In the event CMS denies the request following Contract award and signature, OHCA may terminate the Contract immediately in writing to the Contractor without penalty. OHCA shall not be liable or required to compensate the Contractor for any work performed or expenses incurred prior to termination.

### **1.1.11 Geographic Scope, Number of Contracts, and New Solicitations**

As directed at 56 O.S. § 4002.3b(C), OHCA intends to award no fewer than two (2) Statewide Capitated Contracts for the coordination and delivery of Medicaid dental services to SoonerSelect Dental Eligibles in accordance with the scoring methodology developed by OHCA. Title 56, Section 4002.3b(D), of the Oklahoma Statutes details OHCA's Contract award obligations related to PLEs:

#### **1.1.11.1 Statewide PLEs**

At least one (1) Contract will be awarded to a PLE that submits a responsive Proposal demonstrating ability to fulfill the Contract's requirements. If no PLE submits a responsive Proposal demonstrating Contract fulfillment capability, OHCA is not obligated to award a Contract to a PLE.



**1.1.11.2 Urban PLEs**

OHCA may select at least one (1) PLE for the Urban Region if:

- a. The PLE submits a responsive Proposal demonstrating ability to fulfill the Contract’s requirements; and
- b. The PLE demonstrates the ability, and agrees continually, to expand its coverage area throughout the Contract term to develop Statewide operational readiness within a time frame set by OHCA but not mandated before five (5) years.

**1.1.12 Cost of Preparation**

The Bidder is liable for all costs incurred in preparing its Proposal and participating in any related pre-award or post-award activities, including oral presentations and Readiness Reviews, as necessary to fulfill any provisions of this solicitation, an awarded Contract, or any federal or State authority, and as OHCA determines necessary for successful implementation and/or initiation of Enrollment.

**1.1.13 Certifications**

For the purposes of a competitive bid, in accordance with 74 O.S. § 85.22, the Agent of the Bidder must certify in statement that:

- They are the duly authorized Agent of the Bidder for the purpose of certifying facts pertaining to the existence of collusion among and between Bidders and suppliers and State officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in connection with the prospective acquisition.
- They are fully aware of the facts and circumstances surrounding the acquisition or making of the Proposal to which this statement relates and have been personally and directly involved in events leading to the acquisition or submission of such Proposal.
- Neither the business entity that they represent in this certification nor anyone subject to the business entity’s direction or control has been a party:
  - To any collusion among Bidders or suppliers in restraint of freedom of competition by agreement to bid or contract at a fixed price or to refrain from bidding or contracting;
  - To any collusion with any State official or employee as to quantity, quality, or price in the prospective Contract or as to any other terms of such prospective Contract; or
  - To any discussions between Bidders or suppliers and any State official concerning exchange of money or other thing of value for special consideration in connection with the prospective Contract.
- If awarded the Contract, neither the business entity represented, they, nor anyone subject to the business entity’s direction or control has paid, given, donated, or agreed to pay, give, or donate to any officer or employee of this State any money or other thing of value, either directly or indirectly, in procuring the Contract to which this statement relates.

By submitting a response to this solicitation, the Bidder and its employees, Agents, proposed Subcontractor(s), Subsidiaries, and Affiliates certify that:

- In accordance with 74 O.S. § 85.42(B) and amendments or revisions thereto, no person who has been involved in any manner in the development of this Contract while employed by the State of Oklahoma shall be employed by the Contractor to fulfill any of the services provided under the Contract resulting from this solicitation.
- No such person or entity is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal, state, local department, or agency.
- No such person or entity has, within a three (3) year period preceding this Proposal, been convicted of or had a civil judgment rendered against it for commission of Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- No such person or entity is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the previous paragraph.
- No such person or entity has, within a three (3) year period preceding this Proposal, had one (1) or more public (federal, state, or local) contracts terminated for cause or default.
- It will disclose any activity or interest that conflicts or may conflict with the best interest of the State, including, but not limited to, any person or entity currently under contract with or seeking to do business with the State or one of its agencies, its employees, or any other third-party individual or entity awarded a contract with the State or one of its agencies. Any conflict of interest shall, in the sole discretion of OHCA, be grounds for rejection of the bid or partial or whole termination of the Contract.

Pursuant to 74 O.S. § 582(B), the person whose signature appears on the Proposal certifies that the Bidder and any Subcontractor of the Bidder are not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

If the person whose signature appears on the Proposal or the Bidder or a Subcontractor is unable to certify any of the statements in this certification, an explanation must be attached to the solicitation response.

### **1.1.14 Proposals Subject to Public Disclosure/Proprietary Information**

Unless otherwise specified in the Oklahoma Open Records Act (51 O.S. §§ 24A.1, *et seq.*), the Central Purchasing Act, or other applicable law, documents, and information a Bidder submits as part of or in connection with a solicitation, including any materials provided at an in-person meeting, are public records and subject to disclosure if the Bidder is awarded a contract. Unless incorporated into an awarded contract, Proposal documents are not disclosable (O.A.C. 260:115-3-9). This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process as required under 51 O.S. § 24A.5(6). After the Contract has been awarded, the Proposals for those Bidders who were awarded Contracts will be open for public inspection, with the exception of

those portions of the Proposals that OHCA has reviewed and determined to be confidential prior to award (O.A.C. 317:10-1-25.1(f)).

Bidders claiming any portion of their Proposal as proprietary or confidential must: (a) specifically identify what documents or portions of documents they consider confidential; (b) enumerate the specific grounds, based on applicable laws, which support treatment of the information as exempt from disclosure; (c) explain why disclosure is not in the best interest of the public if the information is incorporated into an awarded contract; (d) submit all information considered confidential under separate cover in an electronic redacted copy with the claimed information redacted and labeled "Redacted Copy;" and (e) include the content considered confidential in applicable sections of the Proposal in accordance with instructions provided in Section 2.4.2 "Proprietary Information." OHCA is the sole and final determiner of the proprietary or confidential nature of a Proposal in part or in whole.

### **1.1.15 Changes in Solicitation Specifications or Contract Terms**

Any solicitation amendment shall be set forth at the same online link as the solicitation. If one (1) or more amendments to this solicitation are issued, the Bidder shall acknowledge receipt of any/all such amendment(s) by signing and returning the amendment cover page in accordance with instructions provided in Section 2.5.2 "Technical Proposal Contents." OHCA must receive the amendment acknowledgement(s) by the closing date/time for the Proposal to be deemed responsive. Failure to acknowledge solicitation amendment(s) may be grounds for rejection.

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by OHCA.

It is the Bidder's responsibility to check the Bidder's Library frequently for any amendments that may be issued. OHCA is not responsible for a Bidder's failure to acquire any amendment documents required to complete a Proposal.

### **1.1.16 Waiver of Objections**

The Bidder is responsible for reviewing all materials associated with this solicitation and submitting questions and comments in advance of the deadline specified in Section 1.1.18: "Solicitation Timeline." Protests based on any matter that could have been raised prior to the deadline, but was not, will be considered waived by OHCA.

### **1.1.17 Disability Accommodations**

OHCA will make appropriate accommodations, upon proper notice from the Bidder, for any individual who represents a Bidder in the solicitation process and whose disabled status impairs full engagement in the solicitation process. It is the responsibility of any Bidder seeking accommodations for its solicitation process representative(s) to promptly notify OHCA through the sole point of contact for the solicitation.

### 1.1.18 Solicitation Timeline

Key milestone dates for the solicitation and SoonerSelect Dental program implementation are presented in the table below. Dates are subject to change through RFP amendment. All times are Central Time. If no time of day is specified for a “Milestone” in this Section, the deadline for each is 11:59 p.m.

#### *SoonerSelect Dental Program Solicitation Timeline*

Milestone	Date and Time (Central Standard Time)
RFP Available on OHCA Website/Email Bidders	September 1, 2022
Release of Capitation Rates	September 30, 2022
RFP Technical Questions Due	October 3, 2022 5:00 p.m.
RFP Answers Available on OHCA Website	October 12, 2022 5:00 p.m.
Actuarial Bidder’s Conference	October 19, 2022
Closing Date/Time: Proposals Due to OHCA	October 31, 2022 3:00 p.m.
Oral Presentations	November 30, 2022 to December 1, 2022
Notice of Award	January 6, 2023
Readiness Review	Immediately Upon Notice of Award to September 30, 2023
Award of Contract	Upon Contract Signature
Operations Begin	October 1, 2023 (Or, if occurring later, the first day of the first month immediately following CMS approval of implementation)

Bidder’s Proposal shall remain firm for a minimum of one hundred eighty (180) Days from the RFP closing date and time.

OHCA reserves the right to adjust any milestone or related date. Initiation of Enrollment with a Contractor will be subject to successful completion of Readiness Review activities, in accordance with 42 C.F.R. § 438.66(d) and 56 O.S. § 4002.10, as well as CMS approval of the final Contract and Capitation Rates. Per 56 O.S. § 4002.3b(H), at the discretion of OHCA and subject to appropriate notice to the Legislature and CMS, OHCA may approve a delay in the implementation of one (1) or more Capitated Contracts to ensure financial and operational readiness.

### 1.1.19 Bidder’s Library

OHCA has established an online Bidder’s Library for this solicitation at <https://oklahoma.gov/ohca/about/procurement.html>. New content will be added to the Bidder’s Library as appropriate throughout the solicitation. It is the Bidder’s responsibility to check the Bidder’s Library frequently for updated information. OHCA will not routinely notify Bidders when new material is posted to the Bidder’s Library.

## 2. Solicitation Guidelines

### 2.1 Overview

This section presents Proposal submission requirements for Solicitation Number 8070001412. The submission requirements have been developed to identify organizations with the necessary experience, demonstrated outcomes, capacity, and processes to deliver high-quality, cost-effective services to SoonerSelect Dental Enrollees (Enrollees).

As discussed in more detail below, in conducting this solicitation, OHCA reserves the right to:

- Reject any Proposals that do not comply with the requirements and specifications of the solicitation. A Proposal may be rejected when the Bidder imposes terms or conditions that would modify the requirements of the solicitation, require indemnification by OHCA, or limit the Bidder's liability to the State.
- Waive minor irregularities in Proposals that do not result in substantive changes to the Proposal as determined by OHCA to be in the best interest of the State. If granted, the waivers will in no way modify the requirements of the solicitation or the obligations of Bidder's awarded Contract.
- Award a Contract based on this solicitation and the Proposals of selected Bidder(s);
- Award the Contract to more than one (1) Bidder, or reject any or all Proposals received, if deemed to be in the best interest of the State of Oklahoma.
- Request clarification or correction of Proposals.
- Amend this solicitation, or any segment hereof.
- Cancel this solicitation, if determined to be in the best interest of the State.
- Discontinue the contracting process at any time.

### 2.2 Eligibility to Submit Proposal

An entity eligible to submit a Proposal for this solicitation will:

- Meet the definition of Dental Benefit Manager (DBM) as defined at 56 O.S. § 4002.2(9); and
- Meet the definition of Prepaid Ambulatory Health Plan (PAHP) as defined at 42 C.F.R. § 438.2; and
- Meet the definition of Prepaid Dental Plan Organization as defined at 36 O.S. § 6142(4); and
- Hold, or at minimum demonstrate capacity to obtain, a certificate of authority under 36 O.S. §§ 6141, *et seq.* to operate in Oklahoma as a Prepaid Dental Plan Organization.

An eligible entity may, but is not required to, meet the definition of PLE as defined at 56 O.S. § 4002.2(17).

### 2.3 Submission of Proposal

Submitted Proposals shall be in strict conformity with the instructions to Bidders and shall be submitted with a completed "Responding Bidder Information" form, [Form 8070001412-C Cover Page](#), and any other forms required by the solicitation.

As discussed in Section 2.4.1: “Electronic Proposals,” all Proposals must be submitted electronically.

The required certification statement, “Certification for Competitive Bid and/or Contract (Non-Collusion Certification)”, OMES-Form-CP-004, must be made out in the name of the Bidder and must be properly executed by an authorized person with full knowledge and acceptance of all of its provisions.

The technical requirements of a properly submitted Proposal are discussed in Section 2.5: “Technical Proposal Requirements.” A Proposal submitted in any other format may not be accepted.

Each Proposal is required to include relevant information for a designated contact to receive notice, approvals, and requests allowed or required by the terms of the Contract.

A Proposal shall remain firm for a minimum of one hundred eighty (180) Days from the RFP closing date. Bidders guarantee unit prices to be correct.

In accordance with 74 O.S. § 85.40, all travel expenses to be incurred by a Bidder in performance of the Contract shall be included in the total Proposal price/contract amount. Travel expenses include, but are not limited to, transportation, lodging, and meals. Examples of other miscellaneous travel expenses are referenced in Section 10.14 of the OMES Statewide Accounting Manual.

Pursuant to Oklahoma Attorney General Opinion No. 96-7, OHCA is prohibited from indemnifying a Bidder, any Subcontractor, or any other party to the Contract. Any Contract between the selected Bidder and OHCA will not contain any terms limiting the liability of the Bidder or providing indemnification by OHCA in favor of the Bidder or any third-parties. By submitting a Proposal, the Bidder will be deemed to acknowledge and agree that the State of Oklahoma and its agencies are prohibited from holding an individual or a private entity harmless from liability or providing indemnity to a private entity or individual. Any attempt by the Bidder to add indemnification or limitation of liability provisions in favor of the Bidder (or third-parties) to the definitive Contract may render the Bidder’s Proposal non-responsive and subject to rejection and will be deemed by all parties as unenforceable under any circumstances.

After review of a Bidder’s submitted Proposal, OHCA may require additional terms related to consumer data that will be accessed, processed, or stored by the Contractor. If consumer data includes any protected health information, as that term is defined by Health Insurance Portability and Accountability Act (HIPAA), OHCA and the Bidder awarded a Contract shall enter into a business associate agreement, as required by law.

All Proposals submitted shall be subject to the Central Purchasing Act, Central Purchasing Rules, and other statutory and regulatory requirements as applicable.

For the avoidance of doubt, and subject to OHCA protest process discussed in Section 2.8: “Protests,” by submitting a Proposal to this RFP, the Bidder stipulates that the courts of the State of Oklahoma sitting in Oklahoma County, Oklahoma shall have personal jurisdiction over its person, and it hereby irrevocably (i) submits to the personal jurisdiction of said courts and (ii) consents to the service of process, pleadings, and notices in connection with any and all actions initiated in said courts and waives any objection to venue. The Bidder agrees that a final judgment in any such action or proceeding shall be conclusive and binding and may be enforced in any other jurisdiction. Any disputes will be governed by Oklahoma law, without regard to the principals of conflict of laws of such state.

### **2.3.1 One Proposal**

Except as requested by OHCA, a Proposal may not be changed after the closing date/time. Bidders may submit only one (1) Proposal in response to this solicitation. If the Bidder needs to change a submitted Proposal prior to the closing date/time, the Bidder shall withdraw the original Proposal submission and a new Proposal shall be submitted to OHCA by the closing date/time. Bidders may withdraw and resubmit a Proposal at any time prior to the closing date/time. As part of the resubmission process, Bidders must acknowledge in writing that the resubmitted Proposal supersedes all previously submitted Proposals by including the following statement on the superseding Proposal cover page “THIS PROPOSAL SUPERSEDES ANY PROPOSAL PREVIOUSLY SUBMITTED.” The resubmitted Proposal should contain the solicitation number and closing date/time in the body of the submission email.

### **2.3.2 Strict Closing Date and Time**

In accordance with O.A.C. 260:115-1-2, closing date/time means the date and Central Time Proposals are due. Proposals received by OHCA after the closing date/time shall be deemed non-responsive and shall NOT be considered for any resultant award.

### **2.3.3 Property of the State**

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents, and information a Bidder submits as part of or in connection with a Proposal are public records and subject to disclosure after the Contract has been awarded pursuant to O.A.C. 260:115-3-9.

### **2.3.4 Withdrawal from Solicitation**

Bidders may withdraw Proposals and remove themselves from consideration by providing written notification, in the form specified in O.A.C. 260:115-3-11(d), to the OHCA sole point of contact at any time prior to the closing date/time. The OHCA sole point of contact is provided in Section 1.1.8: “OHCA Sole Point of Contact.” In accordance with O.A.C. 260:115-3-11(e), a Proposal may not be withdrawn after the closing date/time except as authorized by the OHCA CEO after proof by the Bidder that a significant error by the Bidder exists in the Proposal.

Unless properly withdrawn, the submitted Proposal is deemed to be a binding offer on the part of the Bidder.

### **2.3.5 Binding Proposals**

All Proposals shall be firm representations that the responding Bidder has carefully investigated and will comply with all OHCA and State terms and conditions relating to the Solicitation. Bidders whose Proposals are accepted for evaluation will be bound by the terms of the solicitation and the contents of the Proposals, subject to OHCA’s discretionary authority to require modifications necessary to meet the terms of the Contract, State or federal law, or program objectives, for the duration of the solicitation and Contract period. Bidders awarded a Contract will be governed by the terms outlined in Appendix 1: “Draft Contract” as may be executed and amended by the parties.

### **2.3.6 Proposal Rejection**

The Bidder's failure to submit required information may cause the Proposal to be rejected. In addition, a Proposal received after the Proposal closing date/time shall be deemed non-responsive and shall not be considered unless, in accordance with O.A.C. 260:115-3-11, OHCA has authorized acceptance of a late Proposal due to a significant error or incident that occurred which affected the receipt of a Proposal.

Additionally, failure to comply with these Bidder instructions or solicitation requirements may result in a Proposal being disqualified from evaluation. Whenever the terms "shall," "must," "will," or "is required" are used in the solicitation, the specification being referred to is a mandatory specification of the solicitation. Failure to meet any mandatory specification may cause rejection of a Proposal. Whenever the terms "can," "may," or "should" are used in the solicitation, the specification being referred to is a desirable item and failure to provide any item so termed shall not be the cause for rejection of a Proposal.

A Proposal may be rejected when the Bidder imposes terms or conditions that would modify the requirements of the solicitation, require OHCA to indemnify the Bidder or a third-party, or limit the Bidder's liability. Other possible reasons for rejection are listed in O.A.C. 260:115-7-32(f).

### **2.3.7 Deficiencies**

In accordance with the O.A.C. 260:115-7-32(g), OHCA has the right, but is not required, to waive minor deficiencies or informalities if OHCA determines the deficiencies or informalities do not prejudice the other Bidders. OHCA may also permit Bidders to cure certain non-substantive deficiencies if there is sufficient time prior to the award of the Contract.

### **2.3.8 Submission of Questions**

Bidders may submit written questions by email only to the OHCA sole point of contact. Questions must be submitted using [Form 8070001412-A SoonerSelect Dental Solicitation Questions](#) included in the Bidder's Library. The form must be submitted in original Excel format.

OHCA will provide written answers to all technical Proposal and price questions received on or before the dates specified in Section 1.1.18: "Solicitation Timeline." Answers will be made publicly available in the form of one or more solicitation amendments posted to the Bidder's Library. Only posted answers will be considered official and valid by the State. No Bidder shall rely upon, take any action, or make any decision based upon any verbal communication with any State employee.

### **2.3.9 Actuarial Bidder's Conference**

OHCA will hold an actuarial Bidder's conference at the OHCA offices on the date and time specified in Section 1.1.18: "Solicitation Timeline." Additional information about the Bidder's conference will be provided in advance of the session. OHCA may modify the place, date, or time of the Bidder's conference to accommodate public health needs that exist or that may be reasonably expected to exist on the specified date. Any public health accommodation made pursuant to this section may include but is not limited to rescheduling, limiting attendance, changing the venue from in-person to virtual, and offering a virtual option in addition to an in-person expectation.



### **2.3.10 Evaluation**

A responsive Proposal will proceed to the evaluation process. The evaluation process will be conducted in accordance with Section 2.6: "Proposal Evaluation." Proposals will be evaluated on best value criteria in accordance with 74 O.S. § 85.2(2). Bidder's Past Performance Information may be considered when evaluating a Bid.

## **2.4 Proposal Structure and Submission Requirements**

### **2.4.1 Electronic Proposals**

All Proposals shall be submitted electronically. Bidders will e-mail [procurement@okhca.org](mailto:procurement@okhca.org) to set up their large file upload for Bidder submissions. Bidder submissions shall include the solicitation name and number (# 8070001412) in the subject line of the email. The body of the email shall state:

- Large file request for [Your Company Name]
- Name of requestor
- E-mail address of requestor

The OHCA procurement officer for this solicitation will send an email to the Bidder's specified email address that states, "You've been invited to share large files."

- The Bidder will click on the "Upload Files" button on the e-mail and will be directed to get an access key;
- The access key will be sent in a separate email and will need to be copied and pasted into the email requesting the access key;
- The Bidder will receive a secure e-mail to send their large files;
- The Bidder will add the files and send their Proposal; and
- The Bidder will receive a message that the email was sent.

OHCA encourages Bidders to request a test submission to make sure they understand the process and are comfortable using the large file submission software. Once the Bidder has uploaded files from a request, it can no longer upload files (i.e., it cannot upload a test file and then use the same access key to upload the solicitation response). If the Bidder needs to upload more files or make corrections, a new, large file request will have to be submitted.

All requests to submit large files for this solicitation should be requested seven (7) Calendar Days in advance.

### **2.4.2 Proprietary Information**

Documents and information submitted by a Bidder as part of or in connection with a solicitation are public records and subject to disclosure after the Contract has been awarded pursuant to O.A.C. 260:115-3-9, or unless otherwise specified in applicable law. Bidders claiming any portion of a Proposal as proprietary or confidential must conspicuously mark on the first page that the Proposal contains information considered confidential, specifically identify what documents or portions of documents they consider confidential, enumerate the specific grounds, based on applicable laws, which support

treatment of the marked information as exempt from disclosure, explain why disclosure is not in the best interest of the public and submit an additional electronic copy of the Proposal with this information redacted, and include the content considered confidential in applicable sections of the bid. The additional copies with the Confidential Information redacted should be clearly labeled “Redacted Copy.” It shall be within the sole discretion of OHCA to make the final decision as to whether the documentation or information is confidential.

A Proposal marked in total as proprietary and/or confidential (versus specific documents or portions of documents within a Proposal) shall not be considered confidential. Likewise, unless specifically referenced otherwise in a solicitation, resumes, pricing, Marketing Materials, business references, additional terms proposed by a Bidder, and Subcontractor information are not confidential and are not exempt from disclosure under the Oklahoma Open Records Act. The foregoing list is intended to address information often marked confidential that is not exempt from disclosure and it is not an exhaustive list.

OHCA has no responsibility to independently review any part or the entirety of a Proposal for a confidentiality claim. Likewise, confidentiality claims of a Bidder will not be considered if a Proposal does not comply with the requirements of this Section 2.4.2: “Proprietary Information” of this Contract and applicable law, including O.A.C. 260:115-3-9 and O.A.C. 317:10-1-25-1, and the information will be subject to disclosure pursuant to State law.

If the Bidder provides a copy of this Proposal with proprietary and Confidential Information redacted and OHCA appropriately supplies the redacted Proposal to another party under the Oklahoma Open Records Act or other statutory or regulatory requirements, the Bidder agrees to indemnify OHCA and step in to defend its interest in protecting the referenced redacted material.

For the avoidance of doubt, if a Bidder wishes to seek an exemption from disclosure under the Oklahoma Open Records Act or other statutory or regulatory requirements, it is the responsibility of the Bidder to assert any right of confidentiality that may exist. OHCA will not make that assertion on behalf of a Bidder.

## **2.5 Technical Proposal Requirements**

### **2.5.1 Format**

Technical Proposals must conform to the following formatting requirements:

Proposal header must include the solicitation number and the Bidder’s legal name.

- Proposal footer must include a page number. Pages must be numbered sequentially, beginning with the transmittal letter, and continuing to the end of the technical Proposal. Pages must run 1, 2, 3, etc., without starting over and with no section or question prefixes. It is not necessary to erase page numbers on pre-printed documents, such as solicitation amendments, as long as the sequential page numbering is visible. The original worksheet files included in Proposal Forms folder do not require page numbers that align with the consolidated PDF version;
- Narrative submission responses must be in twelve (12) point or greater, Calibri or Times New Roman font, with a minimum of one-inch margins, and 1.15 line spacing;

- Wording in any figures, tables, or exhibits included or attached to Proposal narrative must be in eight (8) point or greater font;
- Narrative submission responses should begin by restating the submission requirement number (i.e., Item Number) and bold-faced title. It is not necessary to restate the question.
- Page limits, where applicable, are noted at the end of a submission requirement. Page limits include headers, footers, and titles. Page limits also apply to exhibits and attachments, unless otherwise specified. OHCA will not review material outside of page limits; and
- The Proposal and each form and document submitted as part of the Proposal must have the Bidder’s legal name and complete address, the solicitation number, and the closing date of the RFP.

## 2.5.2 Technical Proposal Contents

The Technical Proposal must contain the elements listed below, in the order shown. Mandated forms/templates are included in the Bidder’s Library.

In preparing technical Proposals, Bidders are encouraged to:

- Be as specific as possible when documenting Past Performance Information (i.e., outcomes) and when describing actions or initiatives to be undertaken on behalf of SoonerSelect Dental Enrollees;
- Use flow charts and other exhibits to help illustrate processes, where applicable;
- Address diversity within the State when describing challenges to, and strategies for, meeting program requirements, including but not limited to differences between Urban and Rural Areas;
- Discuss innovative programs and best practices implemented in other states or for other Oklahoma populations that also will be offered to the SoonerSelect Dental Enrollees;
- Avoid use of tentative language such as “may undertake” or “will explore doing,” as this may result in the proposed activity or initiative being given reduced or no weight in the evaluation; and
- Reference publicly available data and reports, including but not limited to, Dashboards, Fast Facts, and the OHCA Annual Report, online at <https://oklahoma.gov/ohca/research/data-and-reports.html>.

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<b>Administrative Requirements</b>	
1.	<p><b>Bidder Proposal Submission Checklist</b></p> <p>Complete and include a copy of <b>Form 8070001412-B Bidder Proposal Submission Checklist</b>. Indicate whether each submission item is included by checking “Yes” or “No.” If “No” is checked for an item, explain the reason, which is to be submitted with Bidder's Proposal.</p> <p>Note that failure to submit a required submission item may result in rejection of the Bidder’s Proposal as non-responsive.</p> <p>(Page Limit: N/A)</p>
2.	<p><b>Transmittal Letter</b></p> <p>Include a dated proposal Transmittal Letter signed by an individual authorized to bind the Bidder’s organization to the terms of the solicitation.</p> <p>The contents of the letter must include:</p> <ul style="list-style-type: none"> <li>— Solicitation number, Bidder’s full legal name and mailing address and FEIN.</li> <li>— Name and contact information for a point-of-contact for ongoing communication.</li> <li>— A statement attesting to the accuracy and truthfulness of all information contained in the Proposal.</li> <li>— A statement that a true and correct List of Authorized Signatories of the Bidder is attached to the Proposal Transmittal Letter as an exhibit.</li> <li>— A statement that the Bidder is willing to enroll and serve all SoonerSelect Dental Eligibles for enrollment in the SoonerSelect Dental program as identified in Contract Section 1.5: “Mandatory, Voluntary, and Excluded Populations”</li> <li>— A statement that the entity proposing to contract with OHCA is located inside the United States.</li> <li>— A statement that the Bidder has reviewed and accepts the SoonerSelect Dental Capitation Rates as calculated, the Capitation Rate methodology, and methodology for updating the rates.</li> </ul> <p>The letter also must include either:</p> <ul style="list-style-type: none"> <li>— A statement that the Bidder has read, understands and is able and willing to comply with all terms of the Contract and standards and participation requirements described in the solicitation; or</li> <li>— A statement specifying any objections the Bidder has to one or more solicitation terms or conditions. Each objection to a solicitation term or condition shall identify (i) the document and section reference of the specific affected term or condition and (ii) either that the term is inapplicable and should be intentionally omitted or offer alternative language. OHCA has no responsibility to independently review an entire bid for objections and any objection embodied in a section of the bid but not listed in the Proposal Transmittal Letter will not be considered.</li> <li>— Any additional terms that the Bidder requests be applicable to the Contract shall also be included in the Proposal Transmittal Letter and shall also be provided in a separate Word format document. OHCA has no responsibility to independently review an entire</li> </ul>

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	<p>bid for additional terms and any such terms not listed in the Proposal Transmittal Letter shall not be considered.</p> <p>OHCA reserves the right to disqualify a Proposal with objections or additional Bidder terms on the grounds of non-responsiveness. Even if OHCA does not disqualify a Proposal, it makes no commitment to modifying terms and conditions based on the Bidder’s objections.</p> <p>If a bid includes an offer of value-added products and/or services, such offer shall be included in the Proposal Transmittal Letter and include associated pricing and any other information relevant to such value-added offer. However, OHCA is not obligated to purchase value-added products or services.</p> <p>(Page Limit: N/A)</p>
3.	<p><b>PLE Status</b></p> <p>The organization must submit documentation if it is seeking to qualify as a PLE under 56 O.S. § 4002.2(17). Specifically, the bidder should submit:</p> <ul style="list-style-type: none"> <li>— Proof that a majority of the entity’s ownership is held by Medicaid providers in the State of Oklahoma or is held by an entity that directly or indirectly owns or is under common ownership with Medicaid providers in Oklahoma, or</li> <li>— Summary and supporting proof that a majority of the entity’s Governing Body is composed of individuals who: <ul style="list-style-type: none"> <li>— Have experience serving Medicaid members, and</li> <li>— Are licensed in Oklahoma as physicians, physician assistants, nurse practitioners, certified nurse-midwives, or certified registered nurse anesthetists, or at least one Governing Body member is a licensed behavioral health Provider, or are employed by a hospital or other medical facility licensed and operating in Oklahoma, or an inpatient or outpatient mental health or substance abuse treatment facility or program licensed or certified by Oklahoma and operating in Oklahoma,</li> <li>— Represent the providers or facilities described above, or are non-clinical administrators of clinical practices serving Medicaid members</li> </ul> </li> </ul> <p>Submit requested information for each owner and/or Governing Body member within a summary table and a list of supporting documentation.</p> <p><i>OHCA will determine the status of each organization as to whether it qualifies as a PLE.</i></p> <p>(Page Limit: N/A)</p>
4.	<p><b>Governance</b></p> <p>Describe the organization's Governing Body at the time of proposal submission. Describe how the entity will align with requirements in 56 O.S. § 4002.5 to have a shared governance structure including:</p> <ul style="list-style-type: none"> <li>• Representatives of local Oklahoma Provider organizations who are Medicaid providers,</li> <li>• Essential community providers, and</li> </ul>

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	<ul style="list-style-type: none"> <li>Representative from a teaching hospital owned, jointly owned, or affiliated with and designated by the University Hospitals Authority, University Hospitals Trust, Oklahoma State University Medical Authority, or Oklahoma State University Medical Trust.</li> </ul> <p>This description should include a breakdown of the Governing Body by the three (3) categories outlined by 56 O.S. § 4002.5.</p> <p>Describe how your organization will meet the requirement that no less than one-third (1/3) of the local Governing Body shall be comprised of representatives of local Oklahoma Provider organizations.</p> <p>Describe how your organization will meet the requirement that no less than two (2) members of your clinical and quality committees shall be representatives of local Oklahoma Provider organizations, and the committees shall be chaired or co-chaired by a representative of a local Oklahoma Provider organization.</p> <p>(Page Limit: Five pages)</p>
5.	<p><b>Solicitation Amendments</b></p> <p>RFP amendment(s), if any, will be located at the same online link as the RFP. The Bidder shall acknowledge agreement with each RFP amendment, if any, by including a cover page from each RFP amendment, signed by an authorized signatory of the Bidder, in its bid.</p> <p>(Page Limit: N/A)</p>
6.	<p><b>OMES- and OHCA-Mandated Representations and Certifications</b></p> <p>Include completed <b>Form 8070001412- C Cover Page and Form 8070001412-D Bidder Representations and Certifications.</b> Note that Form 8070001412-D consists of both a Word document and Excel File (“companion templates”). Include an electronic copy of the Excel file content immediately behind Form 8070001412-D. If a template within the Excel file does not contain data, enter “N/A” in the first row of the template and include in the proposal.</p> <p>Form 8070001412-C and Form 8070001412-D include signature requirements. The forms should be signed by the same individual signing the Bidder’s Transmittal Letter.</p> <p>(Page Limit: N/A)</p>
7.	<p><b>Privatization Act Mandated Representations and Certifications</b></p> <p>Include a section in the Bidder’s Proposal which addresses the following items:</p> <ul style="list-style-type: none"> <li>— A description of any past (within the past ten (10) years) or present litigation involving the Bidder.</li> <li>— The financial stability of the Bidder, including its ability to fund its operations during the term of the Contract.</li> <li>— At least three (3) references related to the Bidder’s performance of a contract with a governmental entity or agency covering Medicaid Populations.</li> </ul>

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	<ul style="list-style-type: none"> <li>— A detailed description of how the Bidder will perform the Contract, including anticipated staffing and equipment information.</li> </ul> <p>To the extent that a Bidder has addressed these items elsewhere in the Proposal, the Bidder may attest that all requested information has been provided. Any such attestation must clearly identify where the requested information is located in the Proposal. Bidders must ensure that all requests for information are answered completely.</p> <p>Include a certification, in accordance with 74 O.S. § 589, certifying that the Bidder:</p> <ul style="list-style-type: none"> <li>— Will offer available employee positions pursuant to the Contract to qualified employees of OHCA who meet the hiring criteria of the Bidder (or any applicable Subcontractor) and whose State employment is terminated because of the awarding of the Contract to the Bidder.</li> <li>— Agrees that the Contract shall provide that the dollar amount agreed upon in the Contract may be reduced if the agency experiences a budget shortfall, but such adjustment shall ensure Capitation Rates remain actuarially sound and are approved by CMS.</li> <li>— Is financially stable as of the date of its Proposal and shall maintain a financially stable operation in accordance with all State and federal laws, regulations, and guidance during the term of the Contract, including any extensions thereof.</li> </ul> <p>(Page Limit: N/A)</p>
8.	<p><b>Contract Termination</b></p> <p>Describe whether your organization has had a contract terminated or not renewed for any reason within the past ten (10) years. The response should include all parent organizations, affiliates, and Subsidiaries conducting Medicaid or other state/federal health business. Include a description of the issues and the parties involved and provide the name, title, email address, and direct telephone number of the primary contact for the party with whom the contract was held.</p> <p>(Page Limit: N/A)</p>
<b>Executive Summary</b>	
9.	<p><b>Executive Summary</b></p> <p>Include an Executive Summary of your Proposal to serve SoonerSelect Dental Enrollees. The Executive Summary should describe your approach to improve oral health outcomes, increase access to care, and increase accountability in the SoonerCare program. Information included in the Executive Summary may be used by OHCA when preparing public announcements concerning solicitation awards.</p> <p>(Page Limit: Four pages)</p>
<b>Organizational Structure</b>	
10.	<p><b>Oklahoma and Medicaid Experience</b></p> <p>Describe your organization’s experience serving the Medicaid populations covered under SoonerSelect in Oklahoma and/or other states, if applicable. Limit your response to the past five (5) years. As part of your response, provide examples of innovative programs and initiatives</p>

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	<p>implemented in Oklahoma and/or other states, results achieved, and data collected to document and measure those results. Describe their relevance to the SoonerSelect program, potential barriers to implementation in Oklahoma, and how you intend to overcome these barriers. Include <b><u>Form 8070001412– F Other State Medicaid Experience</u></b>.</p> <p>Describe your organization’s experience in the State of Oklahoma serving publicly- and privately-funded populations, including examples of implemented programs and results achieved and how they will be integrated into your strategy for serving SoonerSelect Dental Enrollees. Limit your response to the past five (5) years. Include <b><u>Form 8070001412-E Oklahoma Experience</u></b>.</p> <p><i>Responses highlighting strong Oklahoma experience will receive preference.</i></p> <p>(Page Limit: Six pages, excluding required Forms)</p>
11.	<p><b>References</b></p> <p>References shall be submitted using <b><u>Form 8070001412– G References</u></b> in accordance with the instructions on the front page of the form. It is the responsibility of the Bidder to collect references from their customers. All references should be signed and clearly list the contact information of the responding customer. Bidder will submit three (3) to five (5) references where Medicaid managed care for dental services is currently in use. At least three (3) references must relate to the Bidder’s performance of a contract with a governmental entity or agency covering Medicaid populations.</p> <p>(Page Limit: N/A)</p>
12.	<p><b>Organization Overview</b></p> <p>Provide a brief company profile, including:</p> <ul style="list-style-type: none"> <li>a. Company Name;</li> <li>b. Ownership (e.g., sole proprietor, partnership);</li> <li>c. State of Incorporation;</li> <li>d. Date of Incorporation;</li> <li>e. Number of years in business;</li> <li>f. List of top officers;</li> <li>g. Location of company headquarters;</li> <li>h. Location(s) of the company offices;</li> <li>i. Location(s) of the office that will provide the services in the RFP;</li> <li>j. Number of employees locally with the expertise to support the requirements in the RFP; and</li> <li>k. Number of employees nationally with the expertise to support the requirements in the RFP.</li> </ul> <p>(Page Limit: One page)</p>



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13.	<p><b>Litigation</b></p> <p>Describe whether a contracting party found you to be in breach of any of your dental services contracts within the past ten (10) years. The response should include parent organization, affiliates, and Subsidiaries conducting Medicaid or other state/federal health business.</p> <ul style="list-style-type: none"> <li>— Provide a description of the events concerning the breach, specifically addressing the issue of whether or not the breach was due to factors beyond your control.</li> <li>— If a corrective action plan was imposed, describe the steps and timeframes in the corrective action plan and whether the corrective action plan was completed.</li> <li>— If a sanction was imposed, describe the sanction, including the amount of any monetary sanction (e.g., penalty or liquidated damage).</li> <li>— If the breach was the subject of an administrative proceeding or litigation, indicate the result of the proceeding/litigation.</li> </ul> <p>Responses should also include:</p> <ul style="list-style-type: none"> <li>— A statement of whether there is any pending or recent (within the past five years) litigation against the Bidder. This shall include, but not be limited to, litigation involving failure to provide timely, adequate, or quality dental services. Disclose the case name, court, case number, and a brief description of the case and any judgments, settlements, or decisions. The Bidder does not need to report workers’ compensation cases. Describe the damages being sought or awarded and the extent to which adverse judgment is/would be covered by insurance or reserves set aside for this purpose. Include an opinion of counsel as to the degree of risk presented by any pending litigation and whether pending or recent litigation will impair the Bidder’s performance in a contract. The Bidder shall also include any Securities and Exchange Commission (SEC) filings discussing any pending or recent litigation. The Bidder shall also address the Bidder’s parent organization, affiliates, and Subsidiaries conducting Medicaid or other state/federal health business.</li> <li>— The Bidder shall specify whether there is any pending or recent (within the past five (5) years) litigation against a major health care service Subcontractor, as defined in Contract Section 1.4.3: “Subcontracting.” This shall include, but not be limited to, litigation involving failure to provide timely, adequate, or quality physical or behavioral health services. Disclose the case name, court, case number, and a brief description of the case and any judgments, settlements, or decisions. The Bidder does not need to report workers’ compensation cases. Describe the damages being sought or awarded and the extent to which adverse judgment is/would be covered by insurance or reserves set aside for this purpose. Also, the Bidder shall include any SEC filings discussing any pending or recent Major health care service Subcontractor litigation. The Bidder shall address the Major Subcontractors’ parent organization, affiliates, and Subsidiaries.</li> </ul> <p><b>Form 8070001412-D Bidder Representations and Certifications, tab B.12 Legal Actions</b> must be completed in addition to, and may not serve as a substitute for, Items 6 and 13.</p> <p>(Page Limit: N/A)</p>

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14.	<p><b>Financial Information</b> Provide a copy of the Bidder’s audited or reviewed financial statements (preferably audited) prepared by an independent Certified Public Accountant for each of the last three (3) years. The submission should include at least a balance sheet, income statement, and cash flow statement for each year and the auditor’s report (if applicable). This information must also be submitted with respect to the Bidder’s corporate parent organization and any Major Subcontractors, as applicable.</p> <p>Also, describe how the Bidder can assist the state with cash flow for start-up costs such as Fee-For-Service claims run out if the need arises. OHCA is requesting ideas from Bidders for offsetting initial costs to the State and assisting with potential cash flow issues. Please use experience in other states to provide response.</p> <p>(Page Limit: N/A)</p>
15.	<p><b>Reinsurance</b> Describe how you intend to meet the reinsurance requirements outlined in the Contract Section 1.2.19.7: “Reinsurance.”</p> <p>(Page Limit: One page)</p>
16.	<p><b>Licensure</b> The Contractor shall be licensed and authorized to transact dental business in the state of Oklahoma in accordance with Contract Section 1.4.1: “Licensure.” Include a copy of your license, or if not currently licensed in Oklahoma, your plan for obtaining licensure and the date by which this is anticipated to occur.</p> <p>(Page Limit: One page, excluding license. If already licensed Statewide, do not submit a narrative.)</p>
17.	<p><b>Major Subcontractors</b> Identify the services to be furnished by Major Subcontractors, as defined in Contract Section 1.4.3: “Subcontracting” As part of your response, discuss:</p> <ul style="list-style-type: none"> <li>• Roles and locations of each Major Subcontractor, Subsidiary and Affiliate;</li> <li>• Relevant experience of each Subsidiary, Major Subcontractor and Affiliate;</li> <li>• Metrics used to evaluate prospective Major Subcontractors’, Subsidiaries’, and Affiliates’ abilities to perform delegated activities prior to delegation;</li> <li>• Policies and procedures for monitoring Major Subcontractor activity;</li> <li>• Enforcement policies used for Major Subcontractor non-performance, including examples;</li> <li>• How you will ensure ongoing collaboration with Major Subcontractors for a streamlined and coordinated approach to serving SoonerSelect Dental Enrollees and Providers; and</li> <li>• Quality goals and performance oversight activities for Major Subcontractors providing health services.</li> </ul> <p>Also include <b>Form 8070001412-H Major Subcontractors</b> for each applicable Subcontractor.</p> <p>(Page Limit: Three pages, excluding Form 8070001412-H)</p>

ITEM	INSTRUCTIONS
18.	<p><b>Key Staff</b></p> <p>Describe your staffing plan and management structure for the SoonerSelect program that meets the requirements of Contract Section 1.4.6: “Staffing.” Include the rationale and methodology utilized for determining required numbers of staff by position type. Also include a copy of the following forms:</p> <ul style="list-style-type: none"> <li>• <b>Form 8070001412-J Plan Staffing</b> denoting the estimated number of staff, by position, along with a job description for each position denoted on Form 8070001412-J that includes at least the following information: position responsibilities; reporting relationship; educational and experience requirements; and license/credential requirements, if applicable.</li> <li>• <b>Form 8070001412-I Key Staff and Oklahoma Presence</b> identifying the individuals who will serve in the Key Staff positions described in Contract Section 1.4.6.2: “Key Staff” and other staffing as described in Contract Section 1.4.5: “Oklahoma Presence,” if known. Include job descriptions for each position (responsibilities, position requirements, licenses, etc.), resumes for individuals, and summary of recruitment timelines and contingency plans if positions remain open.</li> </ul> <p>(Page Limit: Six pages, excluding required Forms, job descriptions, resumes, recruitment timelines and contingency plans)</p>
19.	<p><b>Contractor’s Association with PLEs</b></p> <p>Describe any subcontracts with PLEs that meet minimum eligibility to submit a Proposal to the RFP, regardless of whether the PLE actually submits or intends to submit a Proposal.</p> <p>(Page Limit: Three pages)</p>
20.	<p><b>Local Oklahoma Provider Organizations</b></p> <p>Describe the organization's contracted status with local Oklahoma Provider organizations for a model of care containing care coordination, care management, utilization management, disease management, and network management. If already contracted, list the names of each local Provider organizations and the scope of services included within the model. If not already contracted, describe how the organization will put in place a contractual arrangement within twelve (12) months of the effective date of any Contract that may arise from this RFP.</p> <p><i>Responses highlighting current local Oklahoma Provider organization contracting will receive preference.</i></p> <p>(Page Limit: Three pages)</p>

ITEM	INSTRUCTIONS
21.	<p><b>Oklahoma Presence</b>            Identify your existing and proposed office locations within Oklahoma and any other office locations outside of Oklahoma. Describe your rationale and methodology for selecting these locations, including a service area-level map denoting the locations.</p> <p>Also describe how staff located outside of Oklahoma will be structured to ensure compliance with Contract requirements and how Oklahoma-based staff will maintain a full understanding of the operations conducted out-of-state.</p> <p>(Page Limit: Two pages, excluding map)</p>
22.	<p><b>Economic Impact</b>            Describe the projected economic impact that your organization will have on Oklahoma. Describe partnerships that your organization will develop with Oklahoma-based entities to improve economic outcomes and improve workforce pipeline across the State. Also include a copy of <b>Form 8070001412-K Economic Impact</b> documenting the estimated economic impact of your proposed Oklahoma-based staff.</p> <p>(Page Limit: Three pages, excluding Form 8070001412-K)</p>
<b>Operations Plan</b>	
23.	<p><b>Operations Plan</b>            Describe how your organization will begin operations in the first twelve (12) months post-award through all of the following:</p> <ul style="list-style-type: none"> <li>— Identify key implementation activities and describe your approach for ensuring these activities will be completed prior to the onsite Readiness Review scheduled to occur approximately one-hundred twenty (120) Days prior to initial enrollment of SoonerSelect Dental Eligibles;</li> <li>— Required OHCA resources to ensure Bidder readiness;</li> <li>— Discuss potential barriers or risks to timely implementation and your process for addressing;</li> <li>— Discuss plan and timeline for Statewide operations, if applicable;</li> <li>— Discuss how you will operationalize any partnership(s) with Provider-led entities, if applicable;</li> <li>— Discuss how you will operationalize at least one (1) partnership(s) with Local Oklahoma Provider Organizations;</li> <li>— Discuss your results of Readiness Reviews conducted in other Medicaid managed care programs or other government-sponsored health programs (e.g., Medicare). Limit examples to 2017 or later. Identify all examples of functions that failed at the time of the review and any corrective action plans issued as a result.</li> </ul> <p>Provide a Gantt chart showing implementation steps and responsible parties for implementation planning and the first twelve (12) months serving SoonerSelect Dental Enrollees. The Gantt should be in sufficient detail to serve as a management tool for tracking implementation progress in the event of Contract award.</p>

ITEM	INSTRUCTIONS
	(Page Limit: Five pages, excluding Gantt chart)
24.	<p><b>Mandatory, Voluntary and Excluded Populations</b>            Identify any populations mandatorily or voluntarily enrolled in SoonerSelect Dental, as identified in Contract Section 1.5: “Mandatory, Voluntary, and Excluded Populations” that you do not have experience covering under a risk-based Medicaid managed care contract.</p> <p>(Page Limit: Two pages)</p>
<b>Provider Network and Services</b>	
25.	<p><b>Provider Network: Primary Care Dentist Model</b>            Describe your proposed approach for contracting with PCDs in accordance with requirements outlined in Contract Section 1.12.2.4: “Provider Agreement Requirements for Specific Provider Types.”</p> <p>In addition, provide an example of an innovative approach you took to supporting PCD activities and quality of care through use of health information technology, the results achieved and how you will apply this experience to SoonerSelect Dental. Limit your example to 2017 or later.</p> <p>(Page Limit: Five pages)</p>
26.	<p><b>Adequacy</b>            Describe your organization's approach (including methodology, timeline, etc.) to developing a dental Provider network that meets the requirements of Contract Section 1.12: "Provider Network Development." Please address plan to meet adequacy requirements, focusing on areas of Oklahoma where Provider access may be more challenging.</p> <p>(Page Limit: Four pages)</p>
27.	<p><b>Onboarding</b>            Describe your organization's process for onboarding a new Provider from contracting through credentialing. Specifically identify how this process may differ for essential community providers and Local Oklahoma Provider Organizations.</p> <p>(Page Limit: Four pages)</p>
28.	<p><b>Provider Education</b>            Describe your proposed approach to preparing Participating Providers to serve Sooner Select Health Plan Enrollees in accordance with Contract Section 1.13: "Provider Services." Please address the following pre-go-live activities in your response:</p> <ul style="list-style-type: none"> <li>• Network education and training; and</li> <li>• Assessment of Provider readiness</li> </ul> <p>In addition, provide an example of an innovative approach you took to educating Providers without managed care experience on managed care principles and procedures, the results achieved and how you will apply this experience to SoonerSelect Dental. Limit your example to the previous five (5) years.</p> <p>(Page Limit: Five pages)</p>

ITEM	INSTRUCTIONS
29.	<p><b>Monitoring</b> Describe your organization's approach to ongoing Provider network monitoring to ensure quality access to SoonerSelect Dental Enrollees across the State, especially in Rural Areas. Include descriptions of how time and distance and appointment access standards are monitored and the process for resolving non-compliance.</p> <p>(Page Limit: Four pages)</p>
30.	<p><b>Statewideness and Development Challenges</b> Describe your organization's most significant challenges to developing a Statewide Provider network and how your organization will address them.</p> <p>If the organization is a PLE and unable to serve SoonerSelect Dental Enrollees Statewide on the Operations Start Date, describe how your organization will expand the network beyond Urban Areas (<i>only applicable to PLE Bidders</i>).</p> <p>Provide detailed timelines and milestones to achieving Statewideness.</p> <p>(Page Limit: Three pages, excluding timeline(s) and milestones)</p>
31.	<p><b>Access to Services in Rural Areas</b> Describe how your organization will enhance access to services in rural communities.</p> <p>(Page Limit: Three pages)</p>
32.	<p><b>Claims Processing</b> Describe your claims system and proposed processes for meeting the requirements outlined in Contract Section 1.14.4: "Claims Processing." As part of your response, describe:</p> <ul style="list-style-type: none"> <li>• Procedures for receipt and adjudication of electronic and paper claims;</li> <li>• Process for identification and resolution of Provider- or system-level issues; and</li> <li>• Processes for ensuring compliance with timely payment requirements.</li> <li>• Process for ensuring claims accuracy.</li> </ul> <p>Additionally, include a copy of <b>Form 8070001412-N Claims Processing</b>.</p> <p>(Page Limit: Five pages, excluding Form 8070001412-N)</p>
<b>Covered Benefits</b>	
33.	<p><b>Access to Covered Benefits</b> Describe how your organization will ensure and enhance access to the benefits outlined in Contract Section 1.7: "Covered Benefits." Describe proposed strategies to ensure SoonerSelect Dental Enrollees have timely access to quality dental care and engage SoonerCare Dental Enrollees in preventive dental care.</p> <p>(Page Limit: Three pages)</p>

ITEM	INSTRUCTIONS
34.	<p><b>Value-Added Benefits</b>            Identify any Value-Added Benefits you propose to offer to SoonerSelect Dental Enrollees, including the target population, the scope of the benefit (including any limitations), the desired outcome of providing the value-added services, and how the Value-Added Benefit will be monitored and evaluated. Complete <b>Form 8070001412-L Value-Added Benefits</b> specifying expected utilization and cost of each benefit, as well as any limits in terms of eligible populations, service caps and/or Prior Authorization requirements.</p> <p>(Page Limit: Two pages, excluding Form 8070001412-L)</p>
35.	<p><b>Early and Periodic Screening, Diagnostic, and Treatment (EPSDT)</b>            Describe your strategies for increasing EPSDT screening visit rates.</p> <p>Provide an example of an innovative approach you took to address EPSDT, the results achieved, and how you will apply this experience to SoonerSelect Dental. Limit your examples to 2017 or later.</p> <p>(Page Limit: Two pages)</p>
36.	<p><b>School-Based Services</b>            Describe your approach for reimbursing school-based services in accordance with Contract Section 1.7.5: “School-Based Services.” Include in your response how you will ensure compliance with the requirements of O.A.C. 317:30-5-1020 through 317:30-5-1027.</p> <p>(Page Limit: Two pages)</p>
37.	<p><b>Coordination with Other SoonerCare Programs and Other State Agencies</b>            Describe your procedures to coordinate services delivered under the Contract with services SoonerSelect Dental Enrollees receive from the PAHPs and community and social support providers in accordance with Contract Section 1.8.6: “Coordination with Other SoonerCare Programs.”</p> <p>Also describe your procedures to coordinate services delivered under the Contract with other state agencies in accordance with Contract Section 1.4.6.8: “Coordination with Other State Agencies and Entities.” Provide examples of successful collaborations with other state agencies that have been implemented in other state Medicaid programs.</p> <p>(Page Limit: Three pages)</p>

ITEM	INSTRUCTIONS
<b>SoonerSelect Dental Enrollee Services</b>	
38.	<p><b>New SoonerSelect Dental Enrollee Outreach</b></p> <p>Describe your relevant experience and proposed approaches for conducting outreach to new SoonerSelect Dental Enrollees and making initial contact in accordance with requirements outlined in Contract Section 1.11.4: “New SoonerSelect Dental Enrollee Materials and Outreach.” As part of your response discuss:</p> <ul style="list-style-type: none"> <li>• How you will undertake and track initial contact efforts;</li> <li>• SoonerSelect Dental population segments most likely to be “hard-to-contact” and steps you will take to reach hard-to-contact SoonerSelect Dental Enrollees;</li> <li>• How you will ensure distribution of SoonerSelect Dental Enrollee materials in compliance with timeliness standards; and</li> <li>• Initial SoonerSelect Dental Enrollee education activities.</li> </ul> <p>In addition, provide an example of an innovative approach you took to improve contact rates among hard-to-contact SoonerSelect Dental Enrollees with respect to dental services within Medicaid managed care, the results achieved and how you will apply this experience to SoonerSelect Dental. Limit your example to 2017 or later.</p> <p>Additionally, include a completed copy of <b><u>Form 8070001412-T New SoonerSelect Dental Enrollee Contact Rates.</u></b></p> <p>(Page Limit: Three pages)</p>
39.	<p><b>SoonerSelect Dental Enrollee Information</b></p> <p>Describe your relevant experience and proposed approach to using the SoonerSelect Dental Enrollee website, social media, and mobile applications to enhance communications with SoonerSelect Dental Enrollees. As part of your response, discuss:</p> <ul style="list-style-type: none"> <li>• The types of social media applications and platforms you will employ;</li> <li>• How social media, the SoonerSelect Dental Enrollee website and mobile applications will be tailored to the different SoonerSelect Dental populations;</li> <li>• How you will monitor SoonerSelect Dental Enrollee use and responsiveness to social media, mobile applications, and the SoonerSelect Dental Enrollee website; and</li> <li>• How you will ensure compliance with all State and federal privacy requirements, including but not limited to HIPAA, 42 U.S.C. § 290dd-2; 42 C.F.R. §§ 2.1 – 2.67, and 43A O.S. § 1-109.</li> </ul> <p>In addition, provide an example of an innovative approach you took to improve SoonerSelect Dental Enrollee health outcomes through social media, mobile applications or website, the results achieved and how you will apply this experience to the SoonerSelect Dental program. Limit your example to 2017 or later.</p> <p>(Page Limit: Three pages)</p>



ITEM	INSTRUCTIONS
40.	<p><b>Call Center</b></p> <p>Describe your relevant experience and proposed approach to operating a call center, in accordance with the requirements outlined in Contract Section 1.11.8: “SoonerSelect Dental Enrollee Services Call Center.” As part of your response, discuss:</p> <ul style="list-style-type: none"> <li>• Call center location(s) and hours of operation;</li> <li>• How you will train call center staff;</li> <li>• How you will monitor compliance with performance standards and address staffing needs during unanticipated spikes in volume;</li> <li>• How you will handle calls received from non-English speakers; and</li> <li>• Whether you will operate a combined call center for Dental Health Plan Enrollee and Provider services. If not, describe your proposed Provider Service call center structure in accordance with the requirements of Contract Section 1.13.2: “Provider Services Call Center.”</li> </ul> <p>Additionally, include a copy of <b><u>Form 8070001412-M Call Center Performance</u></b>.</p> <p>(Page Limit: Three pages, excluding Form 8070001412-M)</p>
41.	<p><b>SoonerSelect Dental Enrollee Grievances and Appeals</b></p> <p>Describe your proposed structure and process for meeting the requirements outlined in Contract Section 1.16: “SoonerSelect Dental Enrollee Grievance and Appeal.” As part of your response discuss:</p> <ul style="list-style-type: none"> <li>— How you will provide assistance to SoonerSelect Dental Enrollees in filing Grievances or Appeals;</li> <li>— How you determine if a Grievance or Appeal will undergo an expedited review;</li> <li>— Who in your organization will serve as decision makers when reviewing Grievances and Appeals;</li> <li>— How you will ensure compliance with timeliness requirements;</li> <li>— Processes for continuing or reinstating benefits;</li> <li>— How you will incorporate Grievance and Appeals data into your quality improvement process; and</li> <li>— Your process for remediation as required by certain Grievance and Appeals outcomes.</li> </ul> <p>In addition, provide an example of a trend you identified through analysis of Grievances data, the steps you took to address, and the results achieved. Provide a separate example for a trend identified through analysis of Appeals data. Limit your examples to 2017 or later.</p> <p>Also include a copy of <b><u>Form 8070001412-O SoonerSelect Dental Enrollee Grievances and Appeals Resolution</u></b>.</p> <p>(Page Limit: Five pages, excluding Form 8070001412-O)</p>

ITEM	INSTRUCTIONS
42.	<p><b>Cost Sharing</b></p> <p>Describe your methodology, in accordance with the requirements of Contract Section 1.17: “Cost Sharing,” for the following:</p> <ul style="list-style-type: none"> <li>— Systematically identifying Cost Sharing exempt SoonerSelect Dental Enrollees;</li> <li>— Ensuring Cost Sharing is not imposed on Cost Sharing exempt services;</li> <li>— Reducing claims payment to Providers by the amount of a SoonerSelect Dental Enrollee’s Cost Sharing obligation;</li> <li>— Notifying Providers when a SoonerSelect Dental Enrollee is exempt from Cost Sharing; and</li> <li>— Tracking and responding to the five (5) percent Cost Sharing limit.</li> </ul> <p>(Page Limit: Four pages)</p>
<b>American Indian/Alaska Native Health</b>	
43.	<p><b>Tribal Government Liaison</b></p> <p>Describe your relevant experience and proposed approach for undertaking an outreach strategy for American Indian/Alaska Native (AI/AN) SoonerSelect Dental Enrollees and how you will use the Tribal Government Liaison position to support AI/AN SoonerSelect Dental Enrollees and IHCPs in accordance with the requirements outlined in Contract Section 1.15.1: “Tribal Government Liaison.”</p> <p>(Page Limit: Three pages)</p>
<b>Quality Improvement</b>	
44.	<p><b>Quality Performance Measures</b></p> <p>Select two (2) measures from Contract Section 1.10.5.1: “Oral Health Performance Measures” and describe strategies you employed in one (1) or more Medicaid managed care programs to improve performance on the measure(s). As part of your response, discuss:</p> <ul style="list-style-type: none"> <li>• Why the measure(s) were selected for improvement;</li> <li>• Populations targeted;</li> <li>• Specific interventions undertaken;</li> <li>• Intervention time period; and</li> <li>• Results achieved.</li> </ul> <p>(Page Limit: Five pages)</p>

ITEM	INSTRUCTIONS
45.	<p><b>Performance Improvement Projects (PIPs)</b>            Describe your proposed approach to ensure PIPs, as required under Contract Section 1.10.6: “Performance Improvement Projects (PIPs),” are effective in addressing identified focus areas and improving outcomes and quality of care for SoonerSelect Dental Enrollees. Include the following in your response:</p> <ul style="list-style-type: none"> <li>• Lessons learned, challenges and successes you have experienced while conducting PIPs, and how you will consider those experiences in implementing SoonerSelect Dental PIPs;</li> <li>• Proposed PIP focus areas for the first two (2) Contract Years;</li> <li>• Rationale for proposed PIPs; and</li> <li>• Methods for monitoring and ongoing evaluation of PIP progress and effectiveness.</li> </ul> <p>(Page Limit: Four pages)</p>
46.	<p><b>Enrollee Satisfaction</b>            Provide the two (2) most recent years of CAHPS® data available for up to three (3) Medicaid managed care programs. If you do not have CAHPS® data but have other Enrollee satisfaction data, provide the substitute data along with a description of the methodology employed in its collection and analysis.</p> <p>(Page Limit: N/A)</p>
47.	<p><b>Provider Satisfaction</b>            Provide the two (2) most recent years of Provider satisfaction data available for up to three (3) Medicaid managed care programs. If you do not have Provider satisfaction data but have other Provider satisfaction data, provide the substitute data along with a description of the methodology employed in its collection and analysis.</p> <p>(Page Limit: N/A)</p>
48.	<p><b>Accreditation</b>            Indicate whether you are currently accredited in accordance with Contract Section 1.4.2: “Accreditation.” If not currently accredited, describe your plan to achieve accreditation within the required timeframe. Identify the entity from which you will be seeking accreditation.</p> <p>(Page Limit: One page)</p>
<b>Enrollee Management</b>	
49.	<p><b>Dental Services Utilization Management</b>            Describe your organization's approach to member management that will result in high quality, cost efficient, timeline, and effective care; consistent and informed decisions; and the reduction of unnecessary administrative Provider burden, in alignment with the requirements defined in Contract Section 1.8: “Dental Services Utilization Management.”</p> <p>(Page Limit: Four pages)</p>

ITEM	INSTRUCTIONS
50.	<p><b>Transition of Care</b></p> <p>Describe your relevant experience and proposed approach for completing transition of care activities in accordance with requirements outlined in Contract Section 1.9: “Transition of Care (TOC).” As part of your response, discuss how you will:</p> <ul style="list-style-type: none"> <li>— Capture existing prior authorizations in your dental management system and ensure they are honored during the Continuity of Care Period;</li> <li>— Identify SoonerSelect Dental Enrollees with continuity of care needs beyond the 90-day Continuity of Care Period as described in Contract Section 1.9.3: “Transition of Prior Authorizations;”</li> <li>— Ensure SoonerSelect Dental Enrollee services are not interrupted during the Transition Period; and</li> <li>— How you will share data and coordinate with other PAHPs, OHCA or SoonerCare, and Non-Participating Providers.</li> </ul> <p>(Page Limit: Four pages)</p>
51.	<p><b>High Utilizers</b></p> <p>Describe your organization's approach for improving the quality of care and outcomes for high utilization populations and how you will apply that experience to SoonerSelect Dental.</p> <p>(Page Limit: Two pages)</p>
52.	<p><b>Health Outcomes</b></p> <p>Describe how your organization uses rural/urban data to improve health outcomes and address disparities in health outcomes for SoonerSelect Dental enrollees in Rural communities.</p> <p>(Page Limit: Two pages)</p>
53.	<p><b>Provider Profiling</b></p> <p>Describe your relevant experience and proposed approach to conducting Provider profiling, in accordance with the requirements outlined in Contract Section 1.10.8: “Provider Profiling.” Include the following in your response:</p> <ul style="list-style-type: none"> <li>— Methodology for determining which and how many Providers will be profiled;</li> <li>— Proposed performance measures;</li> <li>— Rationale for selecting proposed measures;</li> <li>— The proposed frequency with which profiles will be distributed.</li> </ul> <p>Also include a sample profile report or a representative sample used in another program.</p> <p>(Page Limit: Three pages; there is no page limit for the sample profile)</p>
<b>Value-Based Payment</b>	
54.	<p><b>Approach</b></p> <p>Describe your relevant experience and proposed approach for meeting the value-based Provider payment thresholds outlined in Contract Section 1.14.1.7: “Value-Based Provider Payments.” As part of your response:</p> <ul style="list-style-type: none"> <li>— Separately discuss PCD and dental Specialist;</li> </ul>

ITEM	INSTRUCTIONS
	<ul style="list-style-type: none"> <li>— Outline the specific reimbursement methodology, or methodologies, to be implemented, including payment structure, performance incentives and metrics; and</li> <li>— Describe how data sharing and reporting will be used to promote transparency, collaboration, and accountability with Provider partners of all types.</li> </ul> <p>(Page Limit: Five pages)</p>
55.	<p><b>Design and Experience</b></p> <p>Describe how your organization's knowledge of the SoonerSelect Dental population and Provider pool will allow your organization to design the most successful value-based payment program possible given local dynamics in Oklahoma. Describe your organization's plan and related timelines for engaging providers in value-based payment programs.</p> <p>(Page Limit: Three pages)</p>
56.	<p><b>Innovation</b></p> <p>Provide an example of an innovative approach your organization took to successfully implement a value-based payment program. Include outcomes and demonstrate success. Limit example to the previous five (5) years.</p> <p>(Page Limit: Two pages)</p>
<b>Case Studies</b>	
57.	<p><b>Coordination with Other SoonerCare Programs: Case Study (Billy)</b></p> <p>Billy is a middle-aged adult. He hasn't had his teeth cleaned and has several loose teeth. He sees a dentist a few times a year when these loose teeth start to bother him. When Billy does have a tooth removed, he is very slow to heal. He is overweight and has a family history of diabetes. How will your organization coordinate regular health screenings for SoonerSelect Dental Enrollees with OHCA's other contractors?</p> <p>(Page Limit: Three pages)</p>
58.	<p><b>Coordination with Other SoonerCare Programs: Case Study (Billy, continued)</b></p> <p>Billy has now been diagnosed with Type II Diabetes. He is not always compliant with his medications and does not always eat well. He comes in for another extraction. Dr. Williams asks Billy if he has had any medical changes. Billy states that he is as good as ever. After the extraction Billy has complications. Billy's last HbA1c was 8.1. How can your organization encourage effective communication between the PCD and PCP?</p> <p>(Page Limit: Three pages)</p>
59.	<p><b>New SoonerSelect Dental Enrollee Outreach Case Study (Rebecca)</b></p> <p>Rebecca is a 24-year-old SoonerSelect Dental Enrollee enrolled effective June 1. Rebecca was auto assigned to your organization. Her enrollment information did not include a phone number and listed an Oklahoma City area homeless shelter as her last place of residence. Rebecca left the shelter on May 25 and the shelter does not know her current whereabouts. Describe how you will attempt to contact Rebecca by June 10.</p> <p>(Page Limit: Three pages)</p>

ITEM	INSTRUCTIONS
60.	<p><b>Coordination with Other SoonerCare Programs: Case Study (Sarah)</b>            Sarah is a 17-year-old with a diagnosis of depression, as well as previous meth use. Sarah needs extensive dental work and will continue to be at a high risk of oral disease as long as her behavioral health and substance abuse is not controlled. Describe the policies and procedures the organization will have in place to coordinate oral health care with the appropriate behavioral health professionals.</p> <p>(Page Limit: Three pages)</p>
61.	<p><b>Coordination with Other SoonerCare Programs: Case Study (Mark and Denise)</b>            Mark and Denise have an 8-month-old baby. Dental care has not been a priority to them. They only see a dentist when ‘it really hurts’. They are not aware of oral health care needs for infants and toddlers. They do, however, bring their child in for well-child visits as they want their child to stay healthy. Describe how your organization will coordinate early oral preventive care interventions and referrals for care through the PCP? How does your organization coordinate with both the PCP and the PCD to ensure kids start out with good oral health?</p> <p>(Page Limit: Three pages)</p>
62.	<p><b>Transition of Care: Case Study (Janet)</b>            Two years ago, Janet had a dental examination. She was told that she needed extensive dental treatment including several root canals and crowns. She was not able to complete the work due to transportation issues in Keyes, Oklahoma. Her grandfather recently gave her a car and she is ready to complete her dental work. Janet called to make an appointment with her dental Provider. When the Provider’s office called the Plan to verify eligibility, the Plan Provider services representative noticed that Janet’s 21<sup>st</sup> birthday is in seven (7) Days and some of the services she needs are not covered under the adult benefit plan. Describe how the plan will ensure that Janet receives the services she needs prior to aging out of the children’s benefit while also making sure the member successfully transitions into the adult dental benefit. What programs are in place to ensure members are not denied access to care due to lack of dependable transportation?</p> <p>(Page Limit: Two pages)</p>
<b>Compliance</b>	
63.	<p><b>Reporting</b>            Describe your relevant experience and proposed approach for meeting the requirements outlined in Contract Section 1.21: “Reporting.” As part of your response, discuss:</p> <ul style="list-style-type: none"> <li>• Your monitoring and evaluation procedures for ensuring reports are accurate and submitted timely;</li> <li>• Your ability to generate ad hoc reports if requested by OHCA;</li> <li>• How changes to reporting requirements will be addressed, including testing and quality assurance procedures;</li> <li>• How reports are continually analyzed and incorporated into quality improvement initiatives;</li> <li>• Your process for monitoring, tracking, and validating data from Subcontractors; and</li> <li>• Your capability to produce system-generated reports versus manual.</li> </ul>

ITEM	INSTRUCTIONS
	(Page Limit: Three pages)
64.	<p><b>Contractor Performance Standards</b>            Describe your relevant experience and proposed approach for monitoring performance against program standards and identifying and correcting deficiencies proactively. As part of your response, discuss:</p> <ul style="list-style-type: none"> <li>• The role individual departments will play in monitoring performance;</li> <li>• Whether there will be a centralized function within the plan responsible for monitoring performance; and</li> <li>• Process for identifying, reporting, and remediating performance issues.</li> </ul> <p>Also include a copy of <b><u>Form 8070001412-R Contractor Performance History</u></b>.</p> <p>(Page Limit: Four pages, excluding Form 8070001412-R)</p>
65.	<p><b>Program Integrity</b>            Describe your structure and proposed processes for meeting the requirements outlined in Contract Section 1.18: “Program Integrity.” As part of your response, provide an overview of your Compliance Program and discuss:</p> <ul style="list-style-type: none"> <li>• Your procedures for educating and training both employees and Subcontractors in accordance with Contract Section: 1.18.2.2: “Compliance Education and Training;”</li> <li>• Your internal and external focused fraud and abuse detection methodologies, including but not limited to, analytics, referral processes, audit techniques (or practices), and reporting;</li> <li>• Your procedures for reporting changes in SoonerSelect Dental Enrollee or Provider circumstances;</li> <li>• Your procedures for suspending payments for credible allegations of fraud; and</li> <li>• Your procedures for verifying delivery of services to SoonerSelect Dental Enrollees.</li> </ul> <p>(Page Limit: Five pages)</p>
66.	<p><b>Third-Party Liability (TPL)</b>            Describe your relevant experience and proposed approach for identification and management of TPL in accordance with the requirements outlined in Contract Section 1.20.7: “Third-Party Liability.”</p> <p>(Page Limit: Three pages)</p>
<b>Information Technology</b>	
67.	<p>Describe your capacity and proposed approach for meeting the requirements outlined in Contract Section 1.19.1: “General Requirements.” Include in your response the following:</p> <ul style="list-style-type: none"> <li>— A description and system diagram of the proposed Management Information System (MIS) solution that will support the SoonerSelect Dental program. Ensure at a minimum the response covers all systems that support the required functional areas that you will provide as a part of your solution.</li> <li>— Provide a narrative and diagram that demonstrates an understanding of all required interfaces.</li> </ul>

ITEM	INSTRUCTIONS
	<ul style="list-style-type: none"> <li>— Describe and discuss your data analytics and reporting tools capabilities. How do your tools and processes provide you with the capability to prepare timely and accurate reports for submission to OHCA as required? Describe internal reports you can create to monitor internal operations and system performance.</li> <li>— Describe and discuss your current state of readiness for implementation of the features and functions required in the 21<sup>st</sup> Century CURES act – specifically the support application programming interface (API), easy access to Eligibles’ data in real time, Interoperability and application authentication and Anti-blocking provisions. If not currently operational, indicate when the compliance systems will be in place.</li> <li>— Describe your standard (out of the box) reporting as well as your ability to provide ad hoc reporting based on the changing CMS environment.</li> <li>— Describe your Informational Technology (IT) infrastructure regarding the MIS platform; explain your IT Roadmap for continued development and improvements in the care management enterprise.</li> <li>— Discuss your System Development Lifecycle (SDLC) for new development and correcting defects and how you will notify and keep OHCA, SoonerSelect Dental Enrollees and Providers informed of any updates or releases to your systems.</li> <li>— Confirm your ability to utilize all batch and online HIPAA transactions listed in Contract Section: 1.19.1 “General Requirements.”</li> <li>— Confirm your ability and experience in providing Transformed Medicaid Statistical Information Systems (T-MSIS) data to State Medicaid agencies for submission to CMS.</li> </ul> <p>(Page Limit: Ten pages; page limit does not include IT Roadmap or MIS Diagram)</p>
68.	<p><b>Communications with OHCA</b> Describe your approach to meeting the requirements of Contract Section 1.19.4: “Communications with OHCA.” Include in your response an explanation of how you will communicate with OHCA, including how you will meet the OHCA security standards for encryption of Confidential Information.</p> <p>(Page Limit: Three pages)</p>
69.	<p><b>System Security</b> Describe your approach to meeting the requirements of Contract Sections 1.19.8: “System Security.” Include responses to the following questions:</p> <ul style="list-style-type: none"> <li>— Description of your overall cybersecurity methodology, with an emphasis on which best practices your organization follows to manage its cybersecurity risks. Clarify whether your methodology adheres to any cybersecurity frameworks, including but not limited to, National Institute of Standards and Technology (NIST), or ISO/IEC 27001. If so, provide documentation on how your practices align.</li> <li>— Description of what auditing capabilities exist in the system. What are your processes around security audits to include frequency, results reporting, and corrective actions?</li> <li>— How you will manage security authorizations to the system. At a minimum, include content regarding processes for role-based security, fine-grained controls for authorization, and your processes for identification and authentication.</li> <li>— What encryption level does your system support and what type of encryption do you recommend and upon what bases?</li> </ul>



ITEM	INSTRUCTIONS
	<ul style="list-style-type: none"> <li>— What type of security controls and measures will you implement? Include both system and physical security controls at national offices and any proposed local Oklahoma offices.</li> <li>— What is your process for handling security incidents? “Security Incident” refers to attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the hosted environment used to perform the services.</li> <li>— Describe your process for corrective action should a system error or penetration test reveal that PHI/PII could have been or was compromised.</li> <li>— Describe how you perform data masking in test environments and/or production.</li> <li>— Describe data management techniques and processes as they relate to security.</li> <li>— Describe your security monitoring and evaluation activities. Include both system monitoring and operational monitoring and evaluation activities.</li> <li>— What type of security and privacy training do you provide? How often and to whom?</li> <li>— Describe the extent of your latest HiTrust CSF/R2, or equivalent audit and did you have any findings? If so, what corrective actions were done or will be done to address the findings?</li> <li>— If you are utilizing a cloud hosting service, describe a breakdown of security shared responsibility model, with supportive roles, processes, policies, and procedures defining how those security responsibilities are being maintained.</li> <li>— Describe any third-party security assessments performed on your cloud providers.</li> <li>— Do you classify assets by risk and criticality and if so, describe your methodology and approach to classifying your IT assets?</li> <li>— If you upgrade your system(s), what kind of security testing is done prior to implementing the new solution or fix?</li> <li>— Provide a list of all HIPAA breaches reported to the Secretary of Health and Human Services over the past five (5) years, with details regarding each breach to include: the number of patients impacted, a description of the breach, and steps taken to mitigate breaches in the future.</li> </ul> <p>Include a copy of <b>Form 8070001412-Q State of Oklahoma Security and Accreditation Assessment</b>. Note that in Form 8070001412-Q, the maturity levels for each control are based on NIST 800-53 Rev 5 guidance.</p> <p>See <b>Form 8070001412-P Security Specifications</b> and <b>Form 8070001412-U CMS Minimum Acceptable Risk Safeguards for Exchanges (MARS-E) Document Suite 2.2</b> for reference. These forms are to be completed only upon Notice of Award. If State data is to be stored or hosted by the vendor, the Contractor shall complete, execute, and submit <b>Form 8070001412-S OMES Hosting Agreement</b> upon Notice of Award and meet or exceed terms therein.</p> <p>(Page Limit: Ten pages)</p>

***SoonerSelect Dental Solicitation Forms – Summary Listing (Forms are located in Bidder’s Library)***

Form Number	Form Title
Form 8070001412 - A	SoonerSelect Dental Solicitation Questions
Form 8070001412 - B	Bidder Proposal Submission Checklist
Form 8070001412 - C	Cover Page
Form 8070001412 - D	Bidder Representations and Certifications
Form 8070001412 - E	Oklahoma Experience
Form 8070001412 – F	Other State Medicaid Experience
Form 8070001412 – G	References
Form 8070001412 – H	Major Subcontractors
Form 8070001412 – I	Key Staff and Oklahoma Presence
Form 8070001412 - J	Plan Staffing
Form 8070001412 - K	Economic Impact
Form 8070001412 – L	Value-Added Benefit
Form 8070001412 – M	Call Center Performance
Form 8070001412 – N	Claims Processing
Form 8070001412 – O	SoonerSelect Dental Enrollee Grievances and Appeals Resolution
Form 8070001412 – Q	State of Oklahoma Security and Accreditation Assessment
Form 8070001412 – R	Contractor Performance History
Form 8070001412 – T	New SoonerSelect Dental Enrollee Contact Rates

***SoonerSelect Dental Solicitation Forms to be Completed Upon Notice of Award – Summary Listing (Forms are located in Bidder’s Library)***

Form Number	Form Title
Form 8070001412 – P	Security Specifications
Form 8070001412 – S	OMES Hosting Agreement
Form 8070001412 – U	CMS Minimum Acceptable Risk Safeguards for Exchanges (MARS-E) Document Suite 2.2
Form 8070001412 – V	OMES-Form-CP-004 -Certification for Competitive Bid and/or Contract

### **2.5.3 Written Clarification and Oral Presentations**

OHCA reserves the right, at its sole discretion, to request clarifications of Proposal information or to conduct discussions for the purposes of clarification with any or all Bidders. The purpose of any such discussion shall be to ensure full understanding of the Proposal. If clarifications are made because of such discussion, the Bidder(s) shall put such clarifications in writing. Bidder clarifications that are outside the scope of the clarification questions shall be disregarded. Oral explanations or instructions provided to a potential Bidder are not binding.

If a Bidder fails to notify OHCA of an error, ambiguity, conflict, discrepancy, omission, or other error in the Solicitation that is actually or constructively known by the Bidder or that reasonably should have been known by the Bidder, the Bidder shall submit a Proposal at its own risk; and if awarded the Contract, the Bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a Bidder takes exception to any requirement or specification contained in the Solicitation, these exceptions must be clearly and prominently stated in the Proposal. OHCA does not exempt a requirement or specification by Contract award, and exceptions must be agreed upon in writing through a Contract amendment.

OHCA may schedule oral presentations as part of Proposal evaluation activities. Further information on any oral presentation schedule and content requirements will be provided, if at all, after the closing date/time.

## **2.6 Proposal Evaluation**

Following the closing date/time, an administrative review and evaluation process will be conducted to determine the responsiveness and quality of each Proposal.

Proposals will be evaluated based upon the ability of the Bidder to satisfy the requirements of the RFP in best serving the interests of the citizens of Oklahoma. Each of the evaluation steps is described below with a brief explanation of the evaluation criteria in that step. The points associated with each evaluation area are indicated following the category name.

The Central Purchasing Act at 74 O.S. § 85.7(B), requires that bids shall be awarded to the lowest and best, or best value, Bidder or Bidders, using the “best value criteria” contained in 74 O.S. § 85.2(2)(a)-(j) and “lowest and best” criteria in 74 O.S. § 85.2(14)(a)-(c).

### **2.6.1 Step One – Administrative Review (Pass/Fail)**

OHCA will review the Bidder’s Proposal for timely submission, completeness, and compliance with general submission guidelines outlined in this RFP. The Administrative Review will also determine compliance with mandated forms and ability to meet risk-based capital requirements. Inability to meet any Mandatory Requirements will be grounds to disqualify a response from further consideration.

### **2.6.2 Step Two – Technical Proposal Evaluation (1,550 points)**

OHCA will review each Proposal passing the Administrative Review and use the Evaluation Areas and points below to determine a Technical Proposal score for each Bidder. [For each Technical Proposal,](#)

OHCA evaluators will provide independent raw scores which will be extrapolated to produce the overall score described in this section.

In compliance with 56 O.S. § 4002.3b, OHCA has developed a preferential scoring methodology for PLEs, as long as the PLE otherwise demonstrates ability to fulfill Contract requirements. As such, OHCA will establish two separate evaluation pools to assess Bidders: (1) PLEs who meet the criteria outlined in 56 O.S. §§ 4002.2(17) and (2) all other care entities.

PLEs must meet a minimum threshold to confirm the Bidder’s Proposal is responsive and determined able to demonstrate ability to fulfill Contract requirements (56 O.S. § 4002.3b). ~~If PLEs meet OHCA’s minimum score for the Technical Proposal Evaluation,~~ OHCA will award PLEs qualifying for the PLE pool up to fifty (50) additional points, in compliance with 56 O.S. § 4002.3b. These fifty (50) points will be added to the Technical Proposal score.

#### ***Technical Proposal Evaluation Area: Points Possible***

<b>Evaluation Area</b>	<b>Points Possible</b>
Executive Summary	25
Organizational Structure	250
Operations Plan	180
Provider Network and Services	210
Covered Benefits	100
SoonerSelect Dental Enrollee Services	120
American Indian/Alaska Native Health	50
Quality Improvement	100
SoonerSelect Dental Enrollee Management	120
Value-Based Payment	80
Case Studies	120
Compliance	75
Information Technology	120
<b>Total Technical Proposal Points Available</b>	<b>1550</b>
<i>PLE Bonus (if organization meets criteria outlined in 56 O.S. §§ 4002.2(17))</i>	<b>50</b>
<b>Total Technical Proposal Points Available to PLEs</b>	<b>1600</b>

### **2.6.3 Step Three – Oral Presentation Evaluation (50 points)**

As stated in Section 2.5.3: “Written Clarification and Oral Presentations,” OHCA may invite some or all Bidders to participate in Oral Presentations. In-person presentations shall be conducted in Oklahoma City, OK at a site chosen by OHCA or may be held virtually by video conference. The presentations will address specific topics provided in advance to the Bidder.

OHCA may “short-list” some Bidders as a result of their Administrative Review and Technical Proposal scores from Steps 1 & 2 and invite only those Bidders “short-listed” to participate in Oral Presentations. OHCA may limit any presentations only to those Bidders which are deemed competitive. Additional details regarding the scheduling of the in-person, oral or virtual presentations will be provided to

selected Bidders by OHCA upon determination that such presentation is needed. The Bidders are solely responsible for any costs associated with making oral presentations, including but not limited to travel and the preparation of additional materials.

If Bidders are invited to provide Oral Presentations, the Oral Presentations will be evaluated and eligible to be awarded points based on the possible point values below.

***Oral Presentation: Points Possible***

Evaluation Area	Points Possible
Oral Presentation	50

Oral Presentation scores would be added to Technical Proposal scores to result in final Proposal scores.

Bidders may have little notice as to whether they will be invited or not invited to provide Oral Presentations per the timeline specified in Section 1.1.18: “Solicitation Timeline.” All Bidders should be prepared to provide oral presentations that follow the instructions for oral presentations that will be distributed after the Proposal submission deadline.

### **2.6.4 Step Four – Scoring Review**

OHCA will review the final Proposal scores across both pools and select Bidders based on the following order of priority:

- a. Final Proposal scores; and
- b. Statewideness to guarantee Enrollee choice in accordance with 42 C.F.R. § 438.52.

OHCA reserves the right, but is not obligated, to contract with more than one (1) PLE should multiple PLEs be among the highest Bidders responding to this RFP.

The OHCA CEO or such CEO’s designee(s) will, in the exercise of their sole discretion, determine which Proposal(s) offer the best means of serving the interests of the State based on overall RFP scores. The exercise of this discretion will be final.

### **2.6.5 Step Five – Final Negotiations**

In accordance with the Oklahoma Central Purchasing Act and O.A.C. 260:115, OHCA reserves the right to negotiate with one, selected, all, or none of the Bidders responding to this RFP to obtain the best value for OHCA. OHCA reserves the right to limit negotiations to those Proposals that received the highest rankings during the initial evaluation phase. Negotiations will be conducted in accordance with O.A.C. 260:115-7-32, and may be conducted in person, in writing, or by electronic means. Negotiations could entail discussions on products, services, pricing, contract terminology, or any other issue that mitigate OHCA’s risks. OHCA will consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one (1) or more Bidders, for any and all items in the Bidder’s Proposal. Bidders that contend a lack of flexibility because of corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered.

### **2.6.6 Step Six – Award of Contract**

Contract awards shall be made in accordance with O.A.C. 260:115-7-32. OHCA may award the Contract to more than one (1) Bidder by awarding the Contract(s) by item or groups of items or may award the Contract on an all or none basis, whichever is deemed to be in the best interest of OHCA.

Pursuant to Oklahoma Attorney General Opinion No. 06-23, any Bidder that has assisted in preparing the solicitation or developing the procurement terms, either directly or indirectly, is precluded from being awarded the Contract or from securing a sub-contractor that has provided such services.

Prior to award, OHCA may choose to request information from the Bidder to demonstrate its (and/or its parent's or Subsidiary's) financial status and performance.

### **2.6.7 Step Seven – Notice of Award**

The successful Bidder(s) shall be notified they have been selected for award, and before the official award, the following shall be requested to be completed:

In order to receive an award or payments from the State of Oklahoma, Bidder must be a registered vendor. The Bidder registration process can be completed electronically through the website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

The successful Bidder shall register with the Oklahoma Secretary of State or shall attach a signed statement that provides specific details supporting the exemption the supplier is claiming. The Oklahoma Secretary of State Office's contact information is as follows: [www.sos.ok.gov](http://www.sos.ok.gov) or 405-521-3911. Bidder is required to provide a certificate of liability insurance showing proof of compliance with Section 1.2.19: "Insurance" of this Contract

The successful Bidder shall submit the following forms upon Notice of Award:

- Form 8070001412 – PSecurity Specifications;
- Form 8070001412 – SOMES Hosting Agreement;
- Form 8070001412 – UCMS Minimum Acceptable Risk Safeguards for Exchanges (MARS-E) Document Suite 2.2; and
- Form 8070001412 – VOMES-Form-CP-004 -Certification for Competitive Bid and/or Contract (Non-Collusion Certification). This form must be made out in the name of the Bidder and must be properly executed by an authorized person representing the Bidder with full knowledge and acceptance of all of its provisions.

Notification of award shall also be posted on OHCA website.

## **2.6.8 Step Eight – Execution of Contract**

OHCA will issue the successful Bidder(s) a final Contract for Bidder signature and execution. A final signed contract resulting from this RFP shall result in a binding Contract.

## **2.7 Debriefings**

Bidders may request copies of Proposals and evaluation and award materials after the Contract has been awarded. Due to limited staff time, OHCA is unable to provide formal debriefings for any Bidder.

## **2.8 Protests**

Protest of awards under this solicitation will be addressed by OHCA in accordance with administrative rules found at O.A.C. 317:2-1-14 and 317:10-1-12. In summary, a Bidder who wishes to protest the award of a contract under the solicitation must submit a written notice to the OHCA Legal Division within ten (10) Business Days of the contract award. The protest must state the relevant facts and the Bidder's grounds for protest. The OHCA Legal Division will respond to the Bidder's protest within ten (10) Business Days of its receipt of the Bidder's properly submitted written notice of protest. OHCA will determine, in its sole discretion, if a written notice of protest was properly submitted in accordance with O.A.C. 317:2-1-14. The OHCA Legal Division reserves the right to decline to consider any protests that are not submitted in conformity with O.A.C. 317:2-1-14.

Notwithstanding anything in O.A.C. 317:2-1-14 or O.A.C. 317:2-1-2 to the contrary, by submitting a Proposal, the Bidder agrees that the Bidder may appeal the OHCA Legal Division's decision by requesting an administrative hearing before an Administrative Law Judge (ALJ). To submit such request, the Bidder must file a Form LD-3 with OHCA's docket clerk within thirty (30) Calendar Days of the Bidder's receipt of the written denial from the OHCA Legal Division. The ALJ's decision will constitute the final administrative decision of OHCA.

Any claims, disputes or litigation relating to the solicitation shall be governed by the laws of the State of Oklahoma. Venue for any action, claim, dispute, or litigation relating in any way to the solicitation shall be in Oklahoma County, Oklahoma.

# 1. Appendix 1 – Draft Contract

OKLAHOMA HEALTH CARE AUTHORITY

AND

[CONTRACTOR NAME]

The purpose of this Contract is to establish standard terms for a risk-based Capitated Contract between the Oklahoma Health Care Authority (OHCA) and [CONTRACTOR NAME] (Contractor) for the delivery of Medicaid dental services to certain Eligibles through managed care in the Oklahoma Medicaid program known as SoonerCare.



## **1.1 Basis of Contract Authority**

### **1.1.1 General State Authority**

Office of Management and Enterprise Services (OMES) has general procurement authority under 74 O.S. §§ 85.1, *et seq.* The Central Purchasing Division of OMES has delegated the right to procure needed products and services for OHCA to the OHCA Chief Executive Officer (CEO) and other OHCA officers and personnel, subject to certain prior approval requirements from the Oklahoma Health Care Authority Board. As such, OHCA has general authority to enter into contracts for the delivery of State-purchased health care pursuant to 63 O.S. § 5006(A)(2). Pursuant to 63 O.S. § 5008(B), OHCA CEO has authority to act for the Authority in all matters except as may be otherwise provided by law or Contract.

### **1.1.2 Specific State Authority**

The Oklahoma Legislature, through the Ensuring Access to Medicaid Act, 56 O.S. §§ 4002.1, *et seq.* (Ensuring Access Act), established and defined the scope of OHCA's authority and responsibility to contract for the delivery of Medicaid dental services that are the subject of this Contract.

### **1.1.3 Federal Authority**

The Centers for Medicare and Medicaid Services (CMS), pursuant to 42 C.F.R. Part 438, has the authority and responsibility to review and approve or deny Oklahoma's Medicaid delivery system, as set forth at 56 O.S. §§ 4002.1, *et seq.* Only those Contract terms that are applicable to and permissible for prepaid ambulatory health plans (PAHPs), as defined at 42 C.F.R. § 438.2, are enforceable.

## **1.2 General Terms and Conditions**

### **1.2.1 Parties**

Oklahoma Health Care Authority

OHCA is the single State agency designated by the Oklahoma Legislature through 63 O.S. § 5009(B) to administer Oklahoma's Medicaid program, known as SoonerCare.

Contractor

Contractor's Full Legal Name:

Point of Contact:

Address:

Phone Number:

Fax Number:

Email Address:

Web Address:

FEI/SSN:

PeopleSoft Vendor Number:

The Contractor states that it has the experience and expertise to perform the services required under the Contract. The Contractor has the authority to enter into the resulting Contract pursuant to its organizational documents, bylaws, or properly enacted resolution of its governing authority. The person executing the Contract for the Contractor has authority to execute the Contract on the Contractor's behalf pursuant to the Contractor's organizational documents, bylaws, or properly enacted resolution of the Contractor's governing authority.

### **1.2.1.1 Oklahoma Health Care Authority**

OHCA has appointed a contracts designee responsible for all matters related to the Contract. The designee shall be the Contractor's primary liaison in working with other OHCA staff. The contract designee is Sheila Killingsworth. If a new contract designee is appointed, OHCA will provide written notice of the change to the Contractor.

Once a contract has been awarded, the Contractor shall not refer any matter to OHCA CEO, the Oklahoma Health Care Authority Board, or any other official in Oklahoma unless initial contact regarding the matter has been presented to the contract designee both orally and in writing. Notwithstanding the foregoing, a Contractor may contact or communicate with a member of the Legislature to the extent permitted by 74 O.S. § 464.1.

### **1.2.1.2 Contractor**

The Contractor shall designate a Contract Officer. Such designation may be changed during the period of the Contract only by written notice. The Contract Officer shall be listed on the Contractor's List of Authorized Signatories attached to this Contract, which List of Signatures may be amended from time to time and shall be authorized and empowered to represent the Contractor with respect to all matters within such area of authority related to implementation of the Contract.

## **1.2.2 Legal Contract**

Submitted bids are rendered as a legal offer and any bid, upon acceptance by OHCA, shall constitute a Contract. The Contract consists of the following documents in order of preference:

- a. Contract award documents, including but not limited to the Contract, purchase orders, any addendum to the Contract, Contract modifications or amendments, negotiated statements of work, required certifications, affidavits, and change orders;
- b. Approved Corrective Action Plans (CAPs) submitted by the Contractor in response to deficiencies documented by OHCA through Readiness Reviews, operational/financial audits, routine reporting and/or other oversight activities as described in Section 1.22: "Contractor Performance Standards" of this Contract;

- c. The Proposal (Solicitation Number 8070001412) in its entirety, including any amendments or attachments such as drawings, attachments, schedules, diagrams, illustrations, OHCA answers to Bidder's questions that lead to a change in the project scope, and the like; and
- d. The Contractor's accepted Proposal, including Contractor's responses to OHCA questions.

This Contract, as described above, constitutes, and defines the entire agreement between the Contractor and OHCA. No documentation shall be omitted which in any way bears upon the terms of that agreement.

In the event of a conflict between any of the provisions of this Contract, precedence shall be given in the following order:

- a. Betterments: Any portions of the Contractor's response to the Proposal (including, but not limited to, Contractor's answers to OHCA questions asked in response to a Proposal) which both conform to and exceed the requirements of the Proposal;
- b. Contract award documents, including but not limited to this Contract, the Purchase Order, Contract modifications, negotiated statements of work, required certifications, affidavits, and change orders;
- c. The Proposal in its entirety, including any amendments or attachments; and,
- d. All other provisions of the Contractor's response to the Proposal to the extent that the Contractor's response does not conflict with the requirements of any Contract award documents, this Request for Proposal (RFP), or applicable law.

In the event that an issue is addressed in the accepted Proposal that is not addressed in this RFP or Contract award documents, no conflict in language shall be deemed to occur. However, OHCA reserves the right to clarify, in writing, any contractual relationship with the concurrence of Contractor(s), and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP. Such clarifications shall be issued solely by OHCA CEO or contract designee.

The State may award the Contract, in compliance with federal law, to more than one (1) Bidder by awarding the Contract(s) by item or groups of items or may award the Contract on an all or none basis, whichever is deemed to be in the best interest of OHCA and the State of Oklahoma..

### **1.2.3 Contract Effective Date, Approval, and Implementation**

This Contract becomes effective upon a fully executed (signed) Contract. The validity of such effectiveness is contingent upon both full execution of the Contract and, pursuant to Oklahoma Administrative Code (O.A.C.) 317:10-1-16, OHCA Board approval.

Implementation of the contracted delivery of services is contingent upon CMS approval of the fully executed Contract, rates, and readiness, in accordance with 42 C.F.R. §§ 438.3(a), 438.7, and 438.66(d)(1) and (d)(2)(iii). OHCA may, in its sole discretion, set a go/no-go date occurring before implementation. If CMS has not completed its review by any set go/no-go date, or, if none, by the Implementation Date, OHCA may delay implementation in the manner described at 56 O.S. §

4002.3b(H). If CMS disapproves any required pre-implementation document or activity, OHCA may seek to remediate the CMS-identified defects or may terminate this Contract without penalty.

### **1.2.4 Notices**

Whenever a notice is required to be given to the other party, the notice shall be made in writing and delivered to that party personally, by reputable courier service such as Federal Express (signature required), or by registered or certified mail, return receipt requested, to the addresses below or to such other address as designated by a party. Delivery shall be deemed to have occurred if a signed receipt is obtained, either when delivered by hand, by courier or return receipt requested. Notices shall be effective upon receipt if delivered personally, one (1) Business Day after sent if delivered by courier service, three (3) Business Days if the addressee is outside the United States, three (3) Business Days after sent by registered or certified mail, and five (5) Business Days if the addressee is outside the United States. All notices must be in English.

#### **1.2.4.1 Notices to OHCA**

Sheila Killingsworth  
Procurement Officer  
Oklahoma Health Care Authority  
4345 North Lincoln Boulevard  
Oklahoma City, Oklahoma 73105

#### **1.2.4.2 Notices to the Contractor**

[Name and Address]

### **1.2.5 Notification of Material Change and Authorized Signatories**

The Contractor shall promptly notify OHCA of any material change. Pursuant to 56 O.S. § 4002.2(11), the term material change includes, but is not limited to, any change in overall business operations, such as policy, process or protocol which affects, or can reasonably be expected to affect, more than five percent (5%) of SoonerSelect Dental Enrollees or Participating Providers.

The Contractor shall notify OHCA within three (3) Business Days of any change to the Contractor's assigned Contract Officer and shall provide an updated List of Authorized Signatories reflecting the same.

### **1.2.6 Contract Term**

In accordance with Article X of the Oklahoma State Constitution, this initial Contract shall begin upon final execution (signed) of the Contract and terminate on June 30, 2024. OHCA may renew this Contract for five (5) additional one (1) year periods. OHCA's renewal shall be contingent upon the needs of OHCA and funding availability, as more fully discussed below, and is at the sole discretion of OHCA.

The engagement under this Contract and any purchase order issued under this Contract are contingent upon sufficient appropriations being made by the federal government, the Oklahoma State Legislature or other appropriate government entity. Notwithstanding any language to the contrary in this Contract

or in any purchase order or other document, OHCA may terminate its obligation under this Contract if sufficient appropriations are not made by the legislature or other appropriate governing entity to pay amounts due for multiple year agreements. OHCA's decision whether sufficient appropriations are available shall be accepted by the Contractor and shall be final and binding.

OHCA may choose to exercise an extension for up to one hundred and eighty (180) Days beyond the final renewal option period at the Contract pricing rate; if so elected by OHCA, Contractor and OHCA shall execute a document reflecting such extension. If this option is exercised, OHCA shall notify the Contractor in writing prior to the Contract end date.

OHCA may choose to exercise subsequent extensions, up to one hundred eighty (180) Days each, by mutual agreement and at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new Contract or as needed for transition to a new Contractor. Payment terms for any renewal period shall be administered in accordance with Section 1.3: "Payments to Contractor" of this Contract.

The Contractor shall have certain obligations that will survive Contract expiration. These obligations are described in the relevant sections of the Contract, including but not limited to Section 1.24: "Termination" of this Contract.

The initial Rating Period shall be nine (9) months (October 1, 2023 through June 30, 2024). Each subsequent Rating Period shall be twelve (12) months (July 1-June 30).

### **1.2.7 Free to Contract**

Notwithstanding any other language in this Contract and as authorized at law, OHCA retains full freedom throughout the Contract period to solicit and/or award one (1) or more Contracts for the delivery of Medicaid services. In future solicitations and/or awards, OHCA is under no obligation to replicate any part of the solicitation released or any contract term adopted in relation to this Contract. OHCA is under no obligation to provide prior notice of any such solicitation or award to the Contractor. As appropriate, OHCA shall provide reasonable subsequent notice of any such contract awarded to a party unrelated to the Contractor. Any such contract has no impact on OHCA's or the Contractor's rights and obligations under the terms of this Contract.

Notwithstanding any other language in this Contract, the Contractor retains full freedom throughout the Contract period to engage with any other state Medicaid agency in procurement activities up to and including the delivery of managed care Medicaid services. The Contractor shall provide notice of material change, if any. Engagement with any other state Medicaid agency has no impact on OHCA's or the Contractor's rights and obligations under the terms of this Contract.

### **1.2.8 Amendments or Modifications**

This Contract contains all of the agreements of the parties and no oral representations from either party that contradict the terms of this Contract are binding. Any modifications to this Contract must be in writing and signed by both parties.

Legislative, regulatory, and programmatic changes may require changes in the terms and conditions of this Contract. Modifications of terms and conditions of this Contract shall be authorized in such cases

upon approval by OHCA and the Contractor. At all times, all parties shall adhere to the overall intent of the Contract.

### **1.2.9 Assignment**

The Contractor shall not assign or transfer any rights or obligations under this Contract without prior written consent of OHCA. Such consent, if granted, shall not relieve the Contractor of its responsibilities under the Contract. For purposes of this section, any change in ownership of the Contractor shall constitute an assignment of the Contract.

### **1.2.10 Waivers**

No covenant, condition, duty, obligation or undertaking in or made a part of this Contract shall be waived except by the written agreement of the parties and approval of CMS. Forbearance or indulgence in any form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation or undertaking to be kept, performed, or discharged by the party to which the same may apply. Notwithstanding any such forbearance or indulgence, the other party shall have the right to invoke any remedy available under law or equity until complete performance or satisfaction of all such covenants, duties, obligations, and undertakings is achieved.

Waiver of any breach of any term or condition in the Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of the Contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed in advance by the parties hereto and approval of CMS.

### **1.2.11 Policy Determinations**

In the event that the Contractor may, from time to time, request OHCA to make policy determinations or to issue operating guidelines required for proper performance of the Contract, OHCA shall do so in a timely manner, and the Contractor shall be entitled to rely upon and act in accordance with such policy determinations and operating guidelines and shall incur no liability in doing so unless the Contractor acts negligently, maliciously, fraudulently, or in bad faith.

Such determinations shall only be valid if issued by OHCA's contract designee.

### **1.2.12 Disputes**

Pursuant to O.A.C. 260:115-9-1 and 317:10-1-3 and prior to the institution of arbitration or litigation concerning any Contract Dispute, OHCA's procurement officer, as that term is used in O.A.C. 317:10-1-3 and/or OHCA CEO are authorized to seek Contract Dispute resolution if Contractor "(1) fails to timely retrieve and replace an acquisition that does not meet or exceed contract specifications; (2) does not refund payment for an acquisition that does not meet or exceed contract specifications; or (3) fails to resolve any other problem that conflicts with the contract specifications or terms and conditions in a timely manner." This authority to resolve Disputes, as well as the process for such resolution, is subject to limitations or conditions imposed by federal and State law. Such Disputes may include a cause for Contract modification such as in the case of a mistake, misinterpretation or other cause for Contract modification or rescission. This excludes any claim or controversy involving penalties or forfeitures

prescribed by statute or regulation where an official, other than OHCA's procurement officer and/or OHCA CEO, are specifically authorized to resolve or determine such controversy.

OHCA's procurement officer and/or OHCA CEO shall be authorized to resolve Contract Disputes between the Contractor and OHCA upon submission of a request in writing from either party. Such a request shall provide:

- a. A description of the problem, including all appropriate citations and references from the Contract;
- b. A clear statement by the party requesting the decision or interpretation of the Contract; and
- c. A proposed course of action to resolve the dispute.

OHCA's procurement officer and/or OHCA CEO shall determine whether the interpretation provided is appropriate, whether the proposed solution is feasible and/or whether another solution is feasible or negotiable. If a dispute or controversy cannot be resolved by mutual agreement, OHCA's procurement officer and/or OHCA CEO shall promptly issue a decision in writing after receipt of a request for dispute resolution. A copy of the decision shall be mailed or otherwise furnished to the Contractor.

If OHCA's procurement officer and/or OHCA CEO does not issue a written decision within forty-five (45) Days after written request for a final decision, or within such longer period as might be established in writing by the parties to the Contract, then the Contractor may proceed as if an adverse decision had been received.

### **1.2.13 Record Retention**

Unless specified, the term "record" means all documents including, but not limited to, any book, paper, photograph, microfilm, data files created by or used with computer software, computer tape, disk, record, sound recording, film recording, video record, or other material regardless of physical form or characteristic, created by, received by, under the authority of, or coming into the custody, control or possession of Contractor in connection with or related to fulfilling the terms and conditions of this Contract.

For purposes of this Contract, a record shall be considered a public record only if the record meets a definition provided in the Oklahoma Public Records Laws, including the Oklahoma Open Records Act, 51 O.S. §§ 24A.1—29, the Oklahoma Open Meetings Act, 25 O.S. §§ 301—314, and the Records Management Act, 67 O.S. §§ 201—217.

The Contractor and Subcontractors, as well as Subsidiaries, Affiliates and Employees thereof, shall retain records in compliance with both the provisions and spirit of relevant State and federal law.

For a period of no less than ten (10) years immediately following the completion and/or termination of the Contract, the Contractor and Subcontractors shall retain in retrievable form all records that exist at any time and that relate to or arise from the Contract, including but not limited to the fulfillment of any Contract term and the solicitation resulting in the Contract.

If an action to review, audit, investigate, litigate, or otherwise assess any matter related to or arising from the Contract begins before the end of the ten (10) year period, the Contractor and Subcontractors

shall retain in retrievable form records for two (2) years after the date that the last of all issues arising out of the action are resolved, or until the end of the ten (10) year retention period, whichever is later. Regarding an action initiated by a State or federal agency, the “date that the last of all issues arising out of the action are resolved” means the effective date of the relevant agency’s written notification that the action is complete.

For records that are under State or federal agency audit, review, or investigation on the day that the ten (10) year period expires, the Contractor or Subcontractor shall retain in retrievable form any such records until the effective date of the relevant agency’s written notification that the action is complete. In accordance with 42 C.F.R. § 438.3(u) and for a period of no less than ten (10) years, the Contractor and Subcontractors shall retain, as applicable:

- a. SoonerSelect Dental Enrollee Grievance and Appeal records in accordance with 42 C.F.R. § 438.416;
- b. Base data in accordance with 42 C.F.R. § 438.5(c);
- c. Medical loss ratio (MLR) reports in accordance with 42 C.F.R. § 438.8(k); and
- d. Data, information, and documentation specified in 42 C.F.R. §§ 438.604, 438.606, and 438.610.

### **1.2.14 Inspection and Audit Rights**

In accordance with 42 C.F.R. § 438.3(h) and 74 O.S. § 85.41, the State, including, but not limited to, OHCA, the State Auditor and Inspector (SA&I), the Office of State Finance—Central Purchasing Division (CPD), and the Oklahoma Attorney General’s Medicaid Fraud Control Unit (MFCU), and CMS, the Office of the Inspector General (OIG), and the Comptroller General, and their designees shall have, at any time, the right to:

- a. Inspect and audit any records or documents of the Contractor or Subcontractors; and
- b. Inspect the premises, physical facilities, and equipment where Medicaid-related activities are conducted.

The aforementioned right to audit exists for ten (10) years from the final date of the Contract period or from the date of completion of any audit, whichever is later.

#### **1.2.14.1 Subcontractor Inspection and Audit**

In accordance with and 42 C.F.R. § 438.230(c)(3)(ii), the Secretary and the State, or any person or organization designated by either, shall also have the right to audit and inspect any books or records of the Contractor and of any Subcontractors, Subsidiaries, or Affiliates that pertain to:

- a. The ability of the Contractor to bear the risk of financial losses; and
- b. Services performed or payable amounts under the Contract.



## **1.2.15 Oklahoma Public Records Laws**

OHCA is a public body defined by and subject to the Oklahoma Open Records Act, 51 O.S. §§ 24A.1—29, and the Oklahoma Open Meetings Act, 25 O.S. §§ 301—314. OHCA is an agency defined by and subject to the Records Management Act, 67 O.S. §§ 201—217. Together, these laws are referenced in this Contract as Oklahoma Public Records Laws.

OHCA is not required to maintain the confidentiality of non-public information that is furnished by the Contractor to OHCA to the extent that OHCA believes, after due inquiry, that it is required to disclose such information pursuant to the Public Records Laws. OHCA in its sole discretion shall determine whether OHCA is legally required to disclose non-public information pursuant to the Public Records Laws. OHCA shall allow for retention and public inspection of public records as required by one (1) or more of the Oklahoma Public Records Laws.

The Contractor shall cooperate with OHCA as necessary to comply with Oklahoma Public Records Laws.

## **1.2.16 Confidentiality; Health Insurance Portability and Accountability Act (HIPAA) and Business Associate Requirements**

### **1.2.16.1 Definitions**

HIPAA Rules shall mean the Health Insurance Portability and Accountability Act of 1996, as amended, the Privacy, Security, Breach, Notification and Enforcement Rules at 45 C.F.R. Parts 160 and 164 and related regulations, including the Administrative Simplification rules at 42 U.S.C. §§ 1320d, *et seq.*, and the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”) and its associated rules, including but not limited to those at 45 C.F.R. Parts 160 and 164, all as amended thereto.

The Contractor constitutes a “Business Associate” of OHCA for purposes of this Contract. Therefore, the term, “Contractor” as used in this section shall mean “Business Associate.”

The following terms in this section shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act (HIPAA) Rules: Breach, Business Associate, Covered Entity, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information (PHI), Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information and Use.

“Discovery” or “discovered” shall generally mean the first day a Security Incident or Breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor. Contractor shall be deemed to have knowledge of a Security Incident or Breach if known, or if, by exercising reasonable diligence, the Security Incident or Breach would have been known, to any person other than the person committing the Breach, who is an employee or Agent of Contractor (determined in accordance with the federal common law of agency).

### **1.2.16.2 Permitted Uses and Disclosures by Contractor**

Except as otherwise provided in this Contract, Contractor may use or disclose PHI on behalf of, or to provide services to, OHCA solely to provide the services specified in this Contract (including any

additional services necessary to carry out the specific services in this Contract) and only if such use or disclosure of PHI would not violate the HIPAA Rules if performed by OHCA. Any use or disclosure of PHI shall be consistent with OHCA's minimum necessary standards, and the regulations and guidance issued by the Secretary regarding minimum necessary standards for Contractor to perform its obligations under this Contract. Subject to the foregoing, Contractor may:

- a. Use the PHI for the purpose of determining and reporting potential improper billing and Fraud in the Oklahoma Medicaid Program and, if directed to do so in writing by OHCA, disclose the PHI as needed to cooperate in Oklahoma Medicaid Fraud investigations conducted by authorized State or federal entities.
- b. Use PHI to de-identify the information in accordance with 45 C.F.R. § 164.514(a)-(c), with OHCA's prior written consent.
- c. Disclose PHI to report violations of law to appropriate federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1). OHCA shall be furnished with a copy of all correspondence sent by Contractor to a federal or State authority.
- d. If directed to do so in writing by OHCA, create a limited data set as defined at 45 C.F.R. § 164.514(e)(2), for use in public health, research, or health care operations. Any such limited data sets shall omit all of the identifying information listed in 45 C.F.R. § 164.514(e)(2). Contractor will enter into a valid HIPAA-compliant Data Use Agreement, as described in 45 C.F.R. § 164.514(e)(4), with the limited data set recipient. Contractor will report any material breach or violation of the data use agreement to OHCA immediately after it becomes aware of any such material breach or violation.
- e. If authorized to do so in writing by OHCA, use or disclose PHI for public health activities in accordance with 45 C.F.R. § 164.512(b)(1)(i)-(iv) and State public health reporting requirements established by the Oklahoma State Department of Health.
- f. Use or disclose PHI within limitation(s) of OHCA's notice of privacy practices, in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect the Contractor's use or disclosure of PHI.

Contractor may not use or disclose PHI in a manner that would violate the HIPAA Rules (including but not limited to Subpart E of 45 C.F.R. Part 164) if done by OHCA, except that Contractor may, if necessary:

- a. Use PHI for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor.
- b. Disclose PHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of Contractor if the disclosure is required by law; or if the Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Provide data aggregation services relating to the health care operations of OHCA.

### **1.2.16.3 Obligations of the Contractor**

Contractor is OHCA's Business Associate and agrees to comply with the HIPAA Rules and all other terms as required in this Contract upon execution of this Contract and continuing until the conclusion of any Contract termination procedures.

Contractor agrees not to use or further disclose PHI (including but not limited to electronic PHI) in whole or in part, other than as permitted by this Contract or as Required by Law. Contractor agrees not to use or disclose information in a manner that would violate the provisions of 42 C.F.R. Part 2 (regarding substance abuse information), 43A O.S. § 1-109 (regarding mental health records), or any other applicable privacy law.

Contractor acknowledges that Enrollee information is confidential and not to be released pursuant to 42 U.S.C. § 1396a(a)(7), 42 C.F.R. §§ 431.300 - 431.307, 42 C.F.R. § 438.224 and 63 O.S. § 5018. The Contractor agrees not to release the information governed by these laws and regulations to any other person or entity without the approval of OHCA, or as required by law or court order.

Contractor agrees that Enrollee and Provider information cannot be re-marketed, summarized, distributed, or sold to any other organization without the express written approval of OHCA.

Contractor will not use or further disclose PHI other than as permitted or required by this Contract or as Required by Law, including but not limited to HIPAA.

Contractor will implement, maintain, and document appropriate technical, physical, and administrative safeguards and comply with 45 C.F.R. Part 164 with respect to electronic PHI (ePHI) to prevent use or disclosure of PHI other than as provided for by this Contract, and will protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits for or on behalf of OHCA in accordance with the HIPAA Rules, including but not limited to training all employees, Agents, and Subcontractors in HIPAA to protect OHCA's PHI and prevent, detect, contain, and correct security violations in accordance with the HIPAA Rules.

The Contractor agrees to report the following:

- a. Potential known violations of 21 O.S. § 1953 to the OHCA Privacy Officer within one (1) Hour of discovery of an unauthorized act. In general, this criminal statute makes it a crime to willfully and without authorization gain access to, alter, modify, disrupt, or threaten a computer system.
- b. Any Use or Disclosure of PHI not provided for by this Contract of which it becomes aware, including Breaches of Unsecured PHI, as provided herein and in accordance with the HIPAA Rules, including but not limited to 45 C.F.R. § 164.410. Where this Contract requires a shorter notification period than the HIPAA Rules, the Contract provisions control. Contractor shall notify the OHCA Privacy Officer of such Breach in writing within one (1) Hour from discovery as prescribed in the Reporting Manual. Contractor shall be diligent in monitoring systems and taking appropriate measures to become aware of Security Incidents and Breaches.
- c. Any Security Incident of which it becomes aware within one (1) Hour of discovery of the incident that may constitute a reasonable concern to the privacy and security posture affecting OHCA, including its Enrollees, data, networks, or reputation. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification

or destruction of information or interference with system operations in an information system. Examples of Security Incidents include, but are not limited to, unauthorized use of a system for processing, accessing, or storing ePHI; changes to system hardware, firmware, or software without Contractor's consent; or suspicious patterns of Distributed Denial of Service (DDoS) attacks, pings, port scans, and similar exploratory contacts or access attempts. Security Incidents will be reported to the OHCA Privacy Officer and the OHCA Compliance Risk Management Analyst via email ([securitygovernance@okhca.org](mailto:securitygovernance@okhca.org)) within forty-eight (48) Hours of awareness of event, but immediately within one (1) Hour from discovery. Mark these emails as a High Priority and include "Partner Incident Breach Submission" in the subject. Notwithstanding anything herein, Contractor may report innocuous Security Incidents consisting of unsuccessful attempts that, in Contractor's reasonable determination, do not present a legitimate risk of unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations (such as random pings, DDoS attempts, port scans, similar exploratory contacts, and unsuccessful log-on attempts) in the form of a brief general summary statement provided via email not more than every sixty (60) Days upon OHCA's request.

Contractor will cooperate, if requested, with OHCA's breach analysis and response procedures, including risk assessment. Contractor shall cooperate with OHCA in the determination as to whether a Breach of Unsecured PHI has occurred and whether notice to Individuals and/or other entities is required. Contractor will investigate the potential Breach and report its findings to OHCA and will continuously provide OHCA with additional information related to a suspected or actual Breach as it becomes available.

#### **1.2.16.3.1 Breach**

In the event that OHCA informs Contractor that (i) OHCA has determined that the affected Individuals must be notified because a Breach of unsecured PHI has occurred and (ii) Contractor is in the best position to notify the affected Individuals of such Breach, Contractor shall, within ten (10) Days from receipt of such notice, provide a draft letter for OHCA to approve for use in notifying the Individuals, and upon OHCA's approval, Contractor shall give the required notice (1) within the time frame defined by 45 C.F.R. § 164.404(b); (2) in a form and containing such information reasonably requested by OHCA; (3) containing the content specified in 45 C.F.R. § 164.404(c), and (4) using the method(s) prescribed by 45 C.F.R. § 164.404(d). In addition, in the event that OHCA indicates to Contractor that OHCA will make the required notification, Contractor shall promptly take all other actions reasonably requested by Covered Entity related to the obligation to provide a notification of a Breach of unsecured PHI under 45 C.F.R. §§ 164.400, *et seq.*

In addition, the Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to the Contractor in connection with all suspected or known security incidents or disclosure of PHI by the Contractor in violation of the requirements of this Contract. If OHCA requests, Contractor shall promptly submit a proposed remediation plan to address the Breach and prevent further Breaches for OHCA's approval. Once approved by OHCA, Contractor will remediate the Breach in accordance with the approved plan. OHCA incident response contacts shall be kept aware of the progress of the incident through timely completion of a final remediation report that is satisfactory to both parties.

In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, the Contractor will ensure that any Subcontractors, vendors, and Agents to whom it provides PHI or that create, receive, maintain, transmit, or access PHI on behalf of the Contractor agree to the same restrictions, conditions and requirements that apply to the Contractor with respect to such information. The Contractor must

obtain satisfactory written assurance of this obligation, in the form of a HIPAA-compliant business associate agreement, from the Subcontractor, vendor, or Agent. Contractor will provide a copy to OHCA upon request.

Contractor will make available, in a timely manner, PHI maintained by Contractor in a Designated Record Set to OHCA, or if directed by OHCA, to an Individual as necessary to satisfy OHCA's obligations under 45 C.F.R. § 164.524, including, if requested, a copy in electronic format.

### **1.2.16.3.2 Additional Requirements**

Contractor will, in a timely manner, make any amendment(s) to PHI in a designated record set as directed or agreed to by OHCA pursuant to 45 C.F.R. § 164.526 at the request of OHCA or an Individual, and take other measures as necessary to satisfy OHCA's obligations under 45 C.F.R. § 164.526, including the obligation to make PHI available in a timely manner for amendment.

The Contractor shall maintain and make available the information necessary to provide an accounting of disclosures to OHCA as necessary to satisfy OHCA's obligations under 45 C.F.R. § 164.528. Contractor will provide all such information requested by OHCA within fifteen (15) Days from OHCA's request. If directed by OHCA, Contractor agrees to provide all such information to an Individual, as necessary to satisfy OHCA's obligations under 45 C.F.R. § 164.528. Contractor shall meet documentation and retention requirement as necessary to satisfy OHCA's obligations under 45 C.F.R. § 164.528.

To the extent the Contractor is to carry out one (1) or more of OHCA's obligations under Subpart E of 45 C.F.R. Part 164, the Contractor shall comply with the requirements of Subpart E that apply to OHCA in the performance of such obligations.

The Contractor shall make its internal policies, procedures, practices, books, and records related to the use and disclosure of PHI received from or created or received by Contractor on behalf of OHCA available to the Secretary for purposes of determining compliance with HIPAA Rules.

Contractor will indemnify and hold OHCA harmless from all liability, costs, expenses, claims, or other damages that OHCA or any of its directors, officers, Agents, or employees may sustain as a result of Contractor's breach or Contractor's Subcontractor's, Affiliate's, Agent's, Employee's, or Independent Contractor's breach of its obligations under this entire section. The Contractor shall reimburse OHCA for any and all actual and direct costs and/or losses, including those incurred under civil penalties implemented by legal requirements, including but not limited to the HIPAA Rules, and including reasonable attorney's fees, which may be imposed on OHCA under legal requirements, arising from or in connection with the Contractor's negligent or wrongful actions or inactions or violations of this Agreement.

Contractor will respond to OHCA's request for confirmation and certification of Contractor's ongoing compliance with the HIPAA Rules, including but not limited to conducting regular security audits and assessments as necessary to evaluate its security and privacy practices.

Contractor will timely provide OHCA with all information, documentation, or other artifacts, access, and resources needed for OHCA to conduct or comply with required audits, inspections, assessments, or evaluations.

Contractor will not receive remuneration from a third-party in exchange for disclosing PHI received from or on behalf of OHCA.

Except as otherwise provided for in this Contract, any disclosure of OHCA data shall be approved in advance and in writing by OHCA and then only to persons expressly authorized to review such information under applicable federal or State laws. If Contractor, employees, or Subcontractors disclose(s) or attempt(s) to disclose OHCA data, an injunction may be sought to prevent that disclosure as well as any other remedies of law that may be available. Contractor shall provide written notice to OHCA of any use or disclosure of OHCA data not provided for by this Contract of which Contractor becomes aware within five (5) Calendar Days of its discovery.

Notwithstanding anything to the contrary herein, Contractor shall promptly provide written notice to OHCA upon receipt of a subpoena or other legal process that seeks disclosure of OHCA data, so that OHCA may have the opportunity to seek a protective order, on its own behalf, with respect to such data. Contractor will, to the extent allowed by law, fully cooperate with any attempt by OHCA to seek such a protective order, including but not limited to withholding from production any data before OHCA has had a reasonable opportunity to seek such an order or to seek review of the denial of such an order or the issuance of an order that OHCA deems insufficiently protective.

#### **1.2.16.4 Obligations of the Contractor Upon Termination**

Upon termination of this Contract for any reason, the Contractor, with respect to PHI received from OHCA, or created, maintained, or received by the Contractor on behalf of OHCA, shall:

- a. Retain only that PHI which is necessary for the Contractor to continue its proper management and administration or to carry out its legal responsibilities;
- b. Return to OHCA or, if agreed to by OHCA, and if feasible, destroy the remaining PHI that the Contractor still maintains in any form. If return or destruction is not feasible, Contractor will limit further uses and disclosures to those purposes that make the return or destruction infeasible;
- c. Extend the protections of this Contract and continue to use appropriate safeguards to protect PHI it maintains in any form and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this section, for as long as the Contractor retains the PHI; and
- d. Return to OHCA or, if agreed to by OHCA, destroy the PHI retained by the Contractor when it is no longer needed by the Contractor for its proper management and administration or to carry out its legal responsibilities.

The Contractor will transmit the PHI to another Business Associate or designee of OHCA at termination and the Contractor is obligated to obtain or ensure the destruction of PHI created, received, or maintained by Subcontractors. Contractor shall send OHCA written certification on oath of such destruction within twenty (20) Days from the date of destruction. Where data is to be destroyed per this section, sanitization shall be in alignment with the current National Institute of Standards and Technology (NIST) 800-88 Guidelines for Media Sanitization.

The obligations of the Contractor under Section 1.2.16: “Confidentiality; HIPAA and Business Associate Requirements” of this Contract shall survive the termination of this Contract.

#### **1.2.16.5 Obligations of OHCA**

OHCA shall notify the Contractor of any limitation(s) in OHCA’s notice of privacy practices, in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect the Contractor’s use or disclosure of PHI.

OHCA shall notify the Contractor of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent such changes may affect the Contractor’s use or disclosure of PHI.

OHCA shall notify the Contractor of any restriction to the use or disclosure of PHI that OHCA has agreed to or is required to abide by in accordance with 45 C.F.R. § 164.522, or as mandated pursuant to Section 13405(c) of the HITECH Act, to the extent that such restriction may affect the Contractor’s use or disclosure of PHI.

Except to the extent allowed by 45 C.F.R. § 164.502(b), OHCA agrees to make reasonable efforts to disclose to the Contractor only the minimum amount of PHI necessary to accomplish the services covered under this Contract.

#### **1.2.16.6 Miscellaneous**

Any reference to the HIPAA Rules within this Contract section refers to the HIPAA Rules in current effect. Any ambiguity in this section shall be interpreted to permit compliance with the HIPAA Rules.

#### **1.2.17 Conflict of Interest**

The Contractor certifies and agrees that it presently has no interest and shall not acquire any interest, either direct or indirect, which would conflict in any manner or degree with the performance of the Contract.

If Contractor acquires such a conflict, it shall notify OHCA in writing within five (5) Business Days.

#### **1.2.18 Hold Harmless**

The Contractor shall indemnify, defend, protect, and hold harmless OHCA and the State and any of its officers, Agents, and employees from:

- a. Any claims for damages or losses arising from any breach of this Contract by Contractor, or by officers or employees of, the Contractor, Agents, Subcontractors, Providers, or Affiliates;
- b. Any claims for damages or losses arising from services rendered by any Subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the Contract by Contractor;
- c. Any claims for damages or losses arising from erroneous or negligent acts occurring in performance of the Contract, including but not limited to, the disregard of federal or State Medicaid laws or regulations, when such erroneous or negligent act is performed by, or by an

officer or employee of, the Contractor, Agents, Subcontractors, Providers, or Affiliates, in performance of the Contract;

- d. Any claims for damages or losses arising from the publication, translation, reproduction, delivery, performance, use or disposition of any data processed under the Contract in a manner not authorized by the Contract or by federal or State regulations or statutes, when such act is performed by Contractor, or by officers or employees of, the Contractor, Agents, Subcontractors, Providers. or Affiliates
- e. Any damages or losses arising from any failure to comply with any federal or State laws, regulations, rules, policies, or guidance, including but not limited to labor laws and minimum wage laws, when such failure is due to any act or failure to act by, or by officers or employees of, the Contractor, Agents, Subcontractors, Providers, or Affiliates; and
- f. Any claims for damages, losses or costs associated with legal expenses, including but not limited to those incurred by or on behalf of OHCA in connection with the defense of claims for such injuries, losses, claims, or damages specified above.

Before delivering services under the Contract, the Contractor shall provide adequate demonstration to OHCA that insurance protections necessary to address each of these risk areas are in place. Minimum requirements for coverage are defined in Section 1.2.19: “Insurance” of this Contract.

### **1.2.19 Insurance**

The Contactor shall procure, at its own expense, the following insurance coverage with the applicable liability limits set forth below:

- a. Automobile insurance;
- b. Comprehensive liability insurance;
- c. Errors and omissions insurance;
- d. Commercial general liability insurance;
- e. Medical malpractice insurance;
- f. Professional liability insurance;
- g. Directors and officers liability insurance;
- h. Cyber liability insurance;
- i. Property damage insurance; and
- j. Worker’s compensation and employer’s liability insurance.

A table outlining the required, minimum insurance coverages and applicable limits is included in Appendix 1D: “Contract Minimum Insurance Requirements” of this Contract.



Before commencement of any work in connection with the Contract, the Contractor shall provide proof of such insurance showing annual coverage and providing proof of coverage annually on the anniversary date thereafter. The Contractor's obligation to maintain insurance coverage under the Contract is a continuing obligation until the Contractor has no further obligation under the Contract. In addition, the Contractor shall promptly notify OHCA of any modification, restriction, or limitation on coverage.

The required insurance policies shall be provided by carriers authorized to do business within Oklahoma and rated as "A+" or higher by the A.M. Best Rating Service. Certificates of Insurance, original and any renewal or revision, shall be incorporated as an attachment into this Contract. Upon request by OHCA or the State, the Contractor shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Each required insurance policy and any renewed or revised policy shall contain the following endorsement:

"The State of Oklahoma and the Oklahoma Health Care Authority are hereby added as additional insureds. Coverage afforded under this Certificate shall be primary, and any insurance carried by the State or any of its agencies, boards, departments, or commissions shall be secondary to this policy. This policy shall not expire, be cancelled, or materially change without thirty (30) Days' written notice to the State of Oklahoma and the Oklahoma Health Care Authority. The insurer and the insured party obtaining this Policy shall each be independently obligated to provide timely written notice. This policy is invalid unless countersigned by an Authorized Representative of the insurance company."

The Contractor shall ensure that Certificates of Insurance:

- a. State the policy number, the insured parties, including the State of Oklahoma and OHCA, and the insurance period;
- b. Are supported by a policy that obligates the insurer and the insured Contractor, independently, to provide written notice to the State and OHCA at least thirty (30) Days prior to cancellation, expiration, or material change;
- c. Are submitted to OHCA within thirty (30) Days of official notice of Contract award and prior to commencement of service delivery to Medicaid beneficiaries; and
- d. Are renewed and resubmitted to OHCA annually on or before the anniversary of the originally submitted Certificate of Insurance.

The Contractor shall require that each of its Subcontractors, independent contractors, or Affiliates of those entities or individuals, maintain insurance coverage as specified in this section or, in the alternative, the Contractor may provide coverage for each Subcontractor's, independent contractor's, Agent's, or employees and Affiliates thereof, liability and employees. The provisions of this clause shall not be deemed to limit the liability or responsibility of the Contractor or any of its Subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its Agents, representatives, employees or Subcontractors, and the Contractor is free to purchase additional insurance.

OHCA reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the term of this Contract, as deemed necessary by OHCA in its sole discretion. Such action will not require a formal Contract amendment. The Contractor shall be in compliance with all applicable insurance laws of the State and federal government throughout the duration of the Contract.

### **1.2.19.1 Professional Liability Insurance**

The Contractor shall obtain and maintain, for the duration of the Contract, professional liability insurance in the amount of at least \$1,000,000 for each occurrence.

No later than June 1 of each Contract Year, the Contractor shall advise OHCA if any of its Subcontractors, independent contractors, Agents, employees, or Affiliates thereof are covered by the Oklahoma Governmental Tort Claims Act and thus, in the Contractor's opinion, do not require professional liability insurance. Such proposed coverage of the Subcontractors, independent contractors, Agents, employees, or Affiliates by the Oklahoma Governmental Tort Claims Act as a substitute for professional liability insurance is subject to OHCA's approval.

Failure to advise OHCA that it is the Contractor's intention for covered Subcontractors, independent contractors, Agents, employees, or Affiliates thereof, to utilize Oklahoma Governmental Torts Claim Act protection in lieu of professional liability insurance in amount of at least \$1,000,000 for each occurrence during the Contract term shall result in the Contractor being obligated to substitute professional liability insurance in an amount of at least \$1,000,000 per occurrence for said Subcontractors, independent contractors, Agents, or employees.

### **1.2.19.2 Minimum Liability and Property Damage Insurance**

The Contractor shall obtain, pay for, and keep in force:

- a. Commercial general liability insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$5,000,000 per occurrence;
- b. Automobile liability insurance with limits of liability of not less than \$5,000,000 combined single limit each accident;
- c. Insurance against liability for property damages, as well as first party fire insurance, including contents coverage for all records maintained pursuant to the Contract, in the amount of \$500,000 for each occurrence.

### **1.2.19.3 Directors and Officers Liability Insurance**

The Contractor shall obtain, pay for, and keep in force Directors and Officers Liability Insurance which shall include employment practices liability as well as consultant's computer errors and omissions coverage, with limits not less than \$5,000,000 per occurrence.

#### **1.2.19.4 Cyber Liability Insurance**

The Contractor shall obtain, pay for, and keep in force Cyber liability insurance, including coverage for failure to protect Confidential Information and PHI, and failure of the security of the Contractor's computer systems that results in unauthorized access to OHCA data with limits no less than \$50,000,000 per occurrence.

#### **1.2.19.5 Errors and Omissions Insurance**

The Contractor shall obtain, pay for, and keep in force for the duration of the Contract errors and omissions insurance in the amount of \$10,000,000.

#### **1.2.19.6 Workers' Compensation and Employer's Liability Insurance**

The Contractor shall obtain, pay for, and keep in force for the duration of the Contract worker's compensation and employer's liability insurance in accordance with and to the extent required by applicable law.

#### **1.2.19.7 Reinsurance**

The Contractor shall have the option of purchasing reinsurance from a commercial reinsurer. The Contractor may elect to self-insure based upon the Contractor's ability to survive a series of adverse financial events.

### **1.2.20 Ownership of Data and Reports**

Data, information, and reports collected or prepared by the Contractor in the course of performing its duties and obligations under the Contract shall be deemed to be owned by the State of Oklahoma. This provision is made in consideration of the Contractor's use of public funds in collecting or preparing such data, information, and reports.

#### **1.2.20.1 Intellectual Property Infringement, Hold Harmless, and Specific Performance**

Contractor represents that it owns and/or has secured all intellectual property rights and all other rights, approvals, and releases necessary to provide the services pursuant to this Contract. The Contractor represents that, to the best of its knowledge, none of the software or any other products, information, or materials to be used, developed, or provided pursuant to the Contract violates or infringes upon any patent, copyright, trademark, trade secret, or any other right of a third-party.

If any claim or suit is brought against OHCA for the alleged infringement of such patents, copyrights, trademarks, trade secrets, or any other proprietary property arising from the Contractor's products, materials or services provided by Contractor under this Contract, or from OHCA's use thereof, then the Contractor shall, at its expense, hold harmless and defend, at its own expense, all suits, claims or proceedings against OHCA. The Contractor shall satisfy any final award for such infringement (including attorney's fees), whether it is resolved by settlement or judgment involving such a claim or suit.

If use of the products or services in question is held to infringe and the use thereof enjoined, or if in light of the circumstances OHCA determines that it is advisable to do so, Contractor shall, at its own expense, either (i) procure the right for OHCA to continue to use such products or services, (ii) replace the same with products or services which do not give rise to allegations of infringement, or (iii) modify such products or services to remove the basis for allegations of infringement without interruption of services under this Contract. Because a breach of these provisions may give rise to damages suffered by OHCA which may be difficult or impossible to ascertain, OHCA may at its option obtain specific enforcement of Contractor's obligations hereunder.

#### **1.2.20.2                    Publicity**

Any publicity given to the program or services provided therein, including but not limited to notices, information pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor or its Subcontractors, shall identify the State of Oklahoma as the sponsor and shall not be released without prior written approval from OHCA pursuant to "OHCA Review and Approval Process" at Section 1.11.17.4 of this Contract. In circumstances where time is of the essence, OHCA will make a good faith effort to review and respond within one (1) Business Days.

#### **1.2.20.3                    Employment Relationship**

This Contract does not create an employment relationship with, or with officers or employees of, Contractors, Agents, Subcontractors, independent contractors, or Affiliates. Individuals performing services required by this Contract are not employees of the State of Oklahoma or OHCA. The Contractor's employees shall not be considered employees of the State of Oklahoma, nor of OHCA for any purpose, and accordingly shall not be eligible for rights or benefits accruing to State employees.

#### **1.2.20.4                    Force Majeure**

Neither the Contractor nor OHCA shall be liable for any damages or excess costs for failure to perform their Contract responsibilities if such failure arises from causes beyond the reasonable control and without fault or negligence by the Contractor (including its Subcontractors) or OHCA. Such causes may include, but are not limited to, catastrophic events, pandemics or acts of God. In all cases, the failure to perform must be beyond the reasonable control of, and without fault or negligence of, either party or its Subcontractors.

The Contractor shall have in place a disaster recovery plan that has been reviewed and approved by OHCA and that meets the specifications of Section 1.19.9: "Disaster Preparation and Data Recovery" of this Contract.

#### **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;
- i. Mental Health Parity and Addiction Equity Act, 42 C.F.R. Part 2;
- 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 ("O.A.C.");
- 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:

- ii. 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.*;
- iii. Have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation, or other proceeding;
- iv. 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,
- v. 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.

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.

#### **1.2.20.6 Titles Not Controlling**

Titles of paragraphs used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer a contractual construction of language.

#### **1.2.20.7 Counterparts**

The Contract may be executed simultaneously in two or more counterparts, each of which will be deemed an original and all of which together will constitute one (1) and the same instrument.

#### **1.2.20.8 Administrative Procedures Not Covered**

Administrative procedures not covered in the Contract or other applicable statutory or regulatory provisions will be set forth where necessary in separate memoranda from time to time.

#### **1.2.20.9 Days Terminology**

Unless otherwise specified, "Days" as used in this Contract shall mean Calendar Days.

#### **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.

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.

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 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 Payments to Contractor**

OHCA shall pay the Contractor a monthly Capitation Payment for each SoonerSelect Dental Enrollee through the Medicaid Management Information System (MMIS), in accordance with the final certified rates approved by CMS. OHCA will pay the monthly Capitation Payments no later than the tenth (10<sup>th</sup>) Business Day of each month, in accordance with the final rate schedule following rate certification. OHCA will calculate the monthly Capitation Payments by multiplying the number of SoonerSelect Dental Enrollees in each Rate Cell category by the Capitation Rate for each Rate Cell.

The Contractor and OHCA agree that Capitation Payments must be in accordance with 42 C.F.R. § 438.3(c) and approved as actuarially sound by the CMS in accordance with 42 C.F.R. § 438.4. Capitation Rates shall be certified by an actuary meeting the qualification standards of the American Academy of Actuaries following generally accepted actuarial principles.

The Contractor agrees the Capitation Payment shall represent OHCA’s payment in full (subject to any risk mitigation provisions) for all services furnished under this Contract. In accordance with 42 C.F.R. § 438.3(c)(2), Capitation Payments may only be made by OHCA and retained by the Contractor for SoonerSelect Dental Enrollees.

The Contractor shall accept payment from OHCA by direct deposit to the Contractor’s financial institution. OHCA shall make payment in accordance with information supplied by the Contractor via an electronic funds transfer (EFT) form to be provided by OHCA. The Contractor shall update direct deposit information as needed by sending a signed EFT form to OHCA.

#### **1.3.1 Payment Schedule**

The Contractor shall be notified of Enrollment and Disenrollment updates through receipt of outbound ANSI ASC X 12 834 electronic transactions. The Contractor shall receive notification of Capitation Payment through receipt of an ASC X12N 820 electronic transaction. Capitation Payment will be made through electronic funds transfer in accordance with a schedule to be published by OHCA for SoonerSelect Dental Enrollees after the Operational Implementation Date.

#### **1.3.2 Capitation Reconciliation**

The Contractor shall be responsible for performing a monthly reconciliation of Enrollment roster data against Capitation Payments and notifying OHCA of discrepancies in a manner and on a schedule to be defined by OHCA.



### 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) Days when it has identified Capitation Payments or other payments in excess of amounts specified in the Contract as specified in the Reporting Manual.

### 1.3.4 Capitation Payment Recoupment

OHCA shall be the sole determiner of a SoonerSelect Dental Enrollee’s Enrollment and Disenrollment effective dates for purposes of capitation and recoupment, as described in Section 1.6: “Enrollment and Disenrollment” of this Contract.

For SoonerSelect Dental Enrollees whose Enrollment lapses for any portion of a month in which a Capitation Payment was made, as described in Section 1.6.8: “Disenrollment Effective Date” of this Contract, OHCA shall adjust the Capitation Payment through a reconciliation process to be defined by OHCA.

### 1.3.5 Capitation Rate Changes

OHCA and the Contractor understand and agree that the agreed upon Capitation Rates are subject to modification in accordance with Section 1.2.8: “Amendments or Modifications” of this Contract if changes in State or federal laws, rules, regulations, guidelines, policies, or court orders affect the rates or the actuarial soundness of rates. Material programmatic changes requiring an increase or decrease of more than one and a half percent (1.5%) per rate cell of the rates previously certified for the applicable rating shall be included in the Contract amendment issued to the Contractor in accordance with the provisions outlined in Section 1.2.8: “Amendments or Modifications” of this Contract.

### 1.3.6 Capitation Withhold

OHCA shall withhold amounts specified in Appendix 1C: “Quality Performance Withhold Program” of the Contractor’s Capitation Payments beginning July 1, 2024. The amounts include:

Contract Year	Quality Withhold	
	Performance Period	Withhold Amount
1. Oct 2023 -Jun 2024*	Jan – Dec 2024	Not Applicable
2. Jul 2024 - Jun 2025	Jan – Dec 2025	1%
3. Jul 2025 - Jun 2026	Jan – Dec 2026	1.5%
4. Jul 2026 - Jun 2027	Jan – Dec 2027	2%
5. Jul 2027 – Jun 2028	Jan – Dec 2028	2.5%

\*Date of award through June 30, 2024

The Contractor shall be eligible to receive some or all of the withheld funds based on the Contractor’s performance in the areas outlined in Appendix 1C “Performance Withhold Program.” OHCA reserves the right to adjust the percent of Capitation Payments withheld in future Contract Rating Periods. Such adjustments shall be made through a formal Contract amendment.

In accordance with 42 C.F.R § 438.6(b), the withhold arrangement will be:

- a. For a fixed period of time (i.e., annually beginning on July 1, 2024);
- b. Not to be renewed automatically;
- c. Made available to both public and private contractors under the same terms of performance;
- d. Does not condition the Contractor’s participation in the withhold arrangement on entering into or adhering to intergovernmental transfer agreements; and
- e. Necessary for the specified activities, targets, performance measures, or quality-based outcomes that support initiatives as specified in Oklahoma’s quality strategy (e.g., Performance Withhold Program in Appendix 1C).

## **1.4 Administrative Requirements**

### **1.4.1 Licensure**

The Contractor shall be licensed and authorized to transact dental business in all seventy-seven (77) counties in the state of Oklahoma, unless the Contractor is a Provider-Led Entity (PLE) serving an Urban Region. If the PLE serves the Urban Region, the PLE must expand its coverage area throughout the contract term and develop Statewide operational readiness within five (5) years.

A Certificate of Authority for Accident and Health Insurance or pre-paid dental issued by the Oklahoma Insurance Department shall be submitted as an attachment with Contractor’s response to demonstrate compliance with this requirement.

### **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 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 termination. The Contractor must earn National Committee for Quality Assurance's (NCQA's) Health Equity Accreditation in the State of Oklahoma within two (2) years from the Operations Start Date and maintain Health Equity Accreditation throughout the term of the Contract. The Contractor shall provide the State with evidence of the Contractor's Health Equity Accreditation, including the results of the Contractor's most recent NCQA review. The Contractor shall authorize NCQA to provide the State a copy of the most recent Health Equity Accreditation review for the Contractor.

### **1.4.3 Subcontracting**

The Contractor may enter into written subcontract(s) for performance of certain responsibilities listed in the Contract. All subcontracts must be in writing and fulfill the requirements of 42 C.F.R. §§ 438.230 and 438.3(k) that are appropriate to the service or activity being delegated. The Contractor shall make available all subcontracts in electronic format, in the manner and format required in the Reporting Manual, for review and comment by OHCA and all Subcontractors, including Major Subcontractors, within thirty (30) Days of Notice of Award. OHCA reserves the right to review and approve any future subcontracts.

If the Contractor uses a Major Subcontractor, as defined below, the Contractor shall obtain OHCA's consent prior to the effective date of any subcontract. A Major Subcontractor is defined as:

- a. Administrative – Entity anticipated being paid \$2,000,000 or more annually for SoonerSelect Dental Enrollee- or Provider-facing administrative activities, including but not limited to operation of call centers, claims processing and SoonerSelect Dental Enrollee/Provider education;
- b. Health Service – Entity, not including Participating Providers, that has an executed agreement to deliver or arrange for the delivery of any benefit covered under the Contract in accordance with Section 1.7: "Covered Benefits" of this Contract.

If the Contractor uses a Subcontractor, or Major Subcontractor in its response to the RFP, and this was accepted by OHCA, no separate OHCA consent is required. Subcontractors include Subsidiaries and Affiliates of the Contractor.

The Contractor shall maintain ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its Contract with OHCA, notwithstanding any relationship(s) with any subcontractors. The Contractor shall actively monitor Subcontractors to ensure their compliance with the Contract and verify the quality of their services.

No subcontract or delegation shall relieve or discharge the Contractor from any obligation or liability under the Contract. Any Major Subcontractor shall be subject to the same conditions as the Contractor, including Contract modifications subsequent to award, confidentiality, audit, certifications, and other relevant Contract terms.

In accordance with 42 C.F.R. § 438.230(c), if any of the Contractor's activities or obligations under the Contract with OHCA are delegated to a Subcontractor, the activities and obligations, and related reporting responsibilities, must be specified in the Contract or written agreement between the Contractor and the Subcontractor. The Contract or written agreement must also:

- a. Provide for revocation of the delegation of activities or obligations, or must specify other remedies in instances where OHCA or the Contractor determines that the Subcontractor has not performed satisfactorily;
- b. Require Subcontractor compliance with all applicable Medicaid laws, regulations, and applicable sub-regulatory guidance and Contract provisions;
- c. Specify that the Subcontractor agrees that the State, CMS, the U.S. Department of Health and Human Services (HHS), Office of Inspector General (OIG), the Comptroller General, or their designees have the right to audit, evaluate, and inspect any books, records, Contracts, computer or other electronic systems of the Subcontractor, or of the Subcontractor's contractor, that pertain to any aspect of services and activities performed, or determination of amounts payable under the Contract for ten (10) years from the later of final date of the Contract period or from the date of completion of any audit; and specify that the Subcontractor will make available its premises, physical facilities, equipment, books, records, Contracts, computer, or other electronic systems relating to its Medicaid Enrollees; and
- d. Specify that if the State, CMS, or the HHS OIG determine that there is a reasonable possibility of Fraud or similar risk, the State, CMS, or the HHS OIG may inspect, evaluate, and audit the Subcontractor at any time.

The Contractor shall provide OHCA written notice at least thirty (30) Days in advance of any contractual changes in subcontracted services. Notice of these changes shall include a written Transition Plan describing how the Contractor will notify SoonerSelect Dental Enrollees and Providers, as applicable, of the change and how the Contractor will maintain continuity of care for those affected SoonerSelect Dental Enrollees. At its discretion, OHCA may elect to conduct a Readiness Review of the Contractor and/or Subcontractor(s) pursuant to a change in subcontracted services, to ensure continued compliance with Contract terms.

The Contractor shall provide immediate notice to OHCA of any action or suit filed, including a bankruptcy filing, and of any claim made against the Contractor or its Subcontractor(s) that, in the opinion of the Contractor, may result in litigation related in any way to the Contract with OHCA.

OHCA shall consider the Contractor to be the sole point of contact with regard to contractual matters, including all charges and payments resulting from the Contract.

#### **1.4.4 Business Relationship Disclosure**

The Contractor shall provide to OHCA information on its business relationships. This includes any applicable parent organizations, joint ventures, Affiliates, Subsidiaries, and other related parties of the Contractor, and their ownership structures. The Contractor and its Subcontractors shall agree to disclose business transaction information upon request of OHCA and as otherwise specified in federal and State regulations.

## 1.4.5 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 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)
- 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:

- a. Internal Audit staff
- b. 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.

#### **1.4.5.1 Prohibition on Off-Shoring**

In accordance with 42 C.F.R. § 438.602(i), the Contractor shall not enter into any subcontract for the performance of any duty under this Contract in which such services are to be transmitted or performed outside of the United States and that nor shall any claims be paid by the Contractor to a Network Provider, out-of-Network Provider, Subcontractor, or financial institution located outside of the United States (U.S.) that is considered in the development of actuarially sound Capitation Rates. In accordance with this section, the purchase of offshore services is expressly prohibited and upon the request of OHCA, the Contractor shall:

- a. Disclose the location(s) where all services will be performed by the Contractor and Subcontractor(s);
- b. Disclose the location(s) where any State data associated with any of the services are provided, or seek to be provided, will be accessed, tested, maintained, backed-up, or stored;
- c. Disclose any shift in the location of services being provided by the Contractor or Subcontractor(s); and

- d. Disclose the principal location of business for the Contractor and all Subcontractor(s) who are supplying services to the State of Oklahoma under this Contract(s).

If contracted or subcontracted services shall be performed at multiple locations, the known or anticipated value of the services performed shall be identified and reported to OHCA. This information and economic impact on Oklahoma and its residents may be considered by OHCA in its evaluation of this Contract and any renewal hereof.

The Contractor may perform some development functions outside of Oklahoma but within the continental United States. Oklahoma health data must never leave the continental United States. If any Contractor's or Subcontractor(s) work identified for performance in the United States is moved to another country, outside the continental United States, such action may be deemed a breach of the Contract.

### **1.4.6 Staffing**

The Contractor shall have sufficient staff to meet all Contract standards. Pursuant to the Oklahoma Privatization Act, 74 O.S. §§ 588, *et seq.*, and because of this Contract, the Contractor shall be required to offer available employee positions pursuant to the Contract to qualified regular employees of OHCA who satisfy the hiring criteria of the Contractor. This includes, at a minimum, the following:

- a. Key Staff in accordance with Section 1.4.6.2: "Key Staff" of this Contract;
- b. Utilization and dental management staff dedicated to performing utilization management and review activities in accordance with Section 1.8: "Dental Services Utilization Management" of this Contract;
- c. SoonerSelect Dental Enrollee care support staff as described under Section 1.4.6.3: "Operational Support Staff" of this Contract;
- d. Quality management staff dedicated to quality management and improvement activities in accordance with Section 1.10: "Quality" of this Contract;
- e. Grievance and Appeal staff to ensure the timely and accurate processing of all Grievance and Appeal in accordance with Section 1.16: "SoonerSelect Dental Enrollee Grievance and Appeal" of this Contract;
- f. Provider reconsiderations and Appeals staff to ensure timely and accurate processing of all reconsiderations and Appeals in accordance with Section 1.13.6: "Provider Complaint System" of this Contract;
- g. Technical support staff to ensure the timely and efficient maintenance of all health information management system functionality, including Encounter Data reporting, required under Section 1.19: "Information Technology" of this Contract;
- h. SoonerSelect Dental Enrollee services, Marketing, and outreach staff to conduct all Member activities required under Section 1.11: "SoonerSelect Dental Enrollee Services" of this Contract;

- i. Compliance and reporting staff to complete all reporting required under Section 1.21: “Reporting” of this Contract;
- j. Program integrity staff to comply with the requirements of Section 1.18: “Program Integrity” of this Contract;
- k. Provider services staff to develop the Contractor’s network and coordinate communications with Participating and Non-Participating Providers as required under Section 1.13: “Provider Services” of this Contract;
- l. Claims processing staff sufficient to meet the timely claims processing standards in Section 1.14.5: “Timely Claims Filing and Processing” of this Contract;
- m. Accounting and finance staff; and
- n. Website staff to maintain and update the Contractor’s SoonerSelect Dental Enrollee and Provider websites.

The Contractor may combine functions as long as it is able to demonstrate that all tasks are being performed. A request to combine functions shall be submitted to OHCA for approval within thirty (30) Days of award. The Contractor may also use administrative service organizations to perform some or all of the above functions, subject to the conditions specified in Section 1.4.3: “Subcontracting” of this Contract.

In addition to meeting the requirements delineated elsewhere in the Contract, the Contractor’s staffing shall comply with the requirements listed below.

**1.4.6.1                      Governing Body**

The Contractor shall have a Governing Body specifically constituted for purposes of this Contract, and any subsequent Contracts, with OHCA. OHCA does not require a minimum number of Governing Body members.

In accordance with 56 O.S. § 4002.5, to ensure Providers have a voice in the direction of Contractor operations, the Contractor shall have a shared governance structure that includes:

- a. Representatives of LOPOs who are Medicaid providers;
- b. Essential community providers; and
- c. A representative from a teaching hospital owned, jointly owned, or affiliated with and designated by the University Hospitals Authority, University Hospitals Trust, Oklahoma State University Medical Authority, or Oklahoma State University Medical Trust.

No less than one third (1/3) of the Contractor’s local Governing Body shall be comprised of representatives of LOPOs.



### 1.4.6.2 Key Staff

The Key Staff positions required under the Contract include:

- a. Chief Executive Officer (CEO) who shall have ultimate responsibility for the administration and implementation of all Contract provisions.
- b. Chief Financial Officer (CFO) who shall oversee the budget and accounting systems under the Contract and ensure compliance with Contract requirements for financial performance and reporting.
- c. Chief Operating Officer (COO) who shall oversee processes and operations related to claims, as well as oversight of all aspects of member and Provider services.
- d. Compliance Officer who shall, in accordance with 42 C.F.R. § 438.608, be responsible for developing and implementing policies, procedures and practices designed to ensure Contract compliance and shall report directly to the CEO and Governing Body. The Compliance Officer shall be responsible for oversight and evaluation of any Contractor corrective actions required to correct non-compliance in accordance with the requirements of Section 1.23: “Remedies and Disputes” of this Contract. The Compliance Officer shall be responsible for development and oversight of the Regulatory Compliance Committee.
- e. Dental Director who shall be qualified, full-time, licensed dentist in the state of Oklahoma designated by the Contractor to exercise general supervision over the provision of core dental benefits and services by the Contractor and is responsible for ensuring the proper provision of covered services to participants, and representation at all dental Administrative Hearings.
- f. Information Systems (IS) Manager who shall oversee, manage, and maintain the Contractor’s management information systems in accordance with the requirements of Section 1.19: “Information Technology” of this Contract. The Information Systems Manager will serve as a liaison between the Contractor and OHCA regarding encounter claims submissions, capitation payment, SoonerSelect Dental Enrollee eligibility, enrollment, and other data transmission interface and management issues. The IS Manager, in close coordination with other key staff, is responsible for ensuring all program data transactions are in compliance with the terms of the Contract. The IS Manager is responsible for attending all technical meetings called by OHCA. If the IS Manager is unable to attend a technical meeting, the IS Manager shall designate a representative to take their place.
- g. Provider Services Director who shall oversee all Provider services and network development functionality in accordance with Section 1.13: “Provider Services” of this Contract. The Provider Services Director is responsible for managing a staff of Provider representatives who assist SoonerSelect Dental providers. The Provider Services Manager is also responsible for the growth and retention of SoonerSelect Dental providers, creating a qualified and comprehensive Provider network.
- h. SoonerSelect Dental Enrollee Advocate who shall be responsible for representation of Member’s interest, including input in policy development, planning and decision-making. SoonerSelect Dental Enrollee Advocate should have lived experience as a SoonerCare Dental Enrollee. The

SoonerSelect Dental Enrollee Advocate shall be responsible for development and oversight of the SoonerSelect Dental Enrollee Advisory Board.

- i. Community Dental Health Coordinator who shall be responsible for ensuring appropriate, coordinated care and communication occurs between the medical and dental providers when the SoonerSelect Dental Enrollee has complex dental needs. They are also responsible for helping the SoonerSelect Dental Enrollee understand their responsibilities in achieving optimal care.
- j. Quality and Utilization Management Director who shall be responsible for operation of the Contractor’s Quality Assessment and Performance Improvement (QAPI) program in accordance with the requirements of Section 1.10: “Quality” of this Contract. The Director shall also be responsible for:
  - i. The operation of the Contractor’s utilization management functionality in accordance with the requirements of Section 1.8: “Dental Services Utilization Management” of this Contract.
  - ii. Ensuring prompt and accurate claims processing in accordance with the requirements of Section 1.14.4: “Claims Processing” of this Contract.
- k. Tribal Government Liaison who shall be responsible for outreach to SoonerSelect Dental Enrollees, Indian Health Care Providers (IHCPs), Indian Health Service (IHS) or by an Indian Tribe, Tribal Organization, or Urban Indian Organization (I/T/Us), and Indian Tribe representatives. The Tribal Government Liaison shall serve as a resource to and advocate for American Indian/Alaska Native (AI/AN) SoonerSelect Dental Enrollees and IHCPs in their interactions with the Contractor.

All Key Staff shall be dedicated full-time to the SoonerSelect Dental Contract and based in Oklahoma as required under Section 1.4.5: “Oklahoma Presence” of this Contract. OHCA reserves the right at its sole discretion to review any Key Staff, approve or deny the individuals filling Key Staff positions, and request reassignment of Key Staff.

### **1.4.6.3 Operational Support Staff**

The Contractor must have sufficient staff, as determined by OHCA, in place to maintain and oversee key operational areas of the Contract including but not limited to:

- a. Contract Administration
- b. SoonerSelect Dental Enrollee Services and Outreach. The Contractor shall include SoonerCare Select Dental Enrollee services staff, with responsibility for assisting SoonerSelect Dental Enrollees by:
  - i. Advocating on behalf of a SoonerSelect Dental Enrollee and their preferences with respect to receiving SoonerSelect Dental Enrollee- and family-centered care;

- ii. Assisting the SoonerSelect Dental Enrollee to access community-based resources to address non-dental Social Determinants of Health (SDOH) needs and to support the SoonerSelect Dental Enrollee’s care plan objectives and independence;
  - iii. Obtaining information about available SoonerCare services;
  - iv. Helping SoonerSelect Dental Enrollees with the filing of Grievances and Appeals; and
  - v. Outreach and engagement including, but not limited to re-enrollment and Primary Care Dentist (PCD) or Dental Home assignment, as applicable.
- c. Call Center Support
  - d. Care Coordination
  - e. Quality and Utilization Management
  - f. Compliance and Grievance Management
  - g. Provider Services
  - h. Claims Processing

The Contractor shall have staff dedicated to working collaboratively on quality control and review of Encounter data submitted to OHCA, including meeting with OHCA regularly to identify, review, and resolve issues related to Encounter data quality.

#### **1.4.6.4 Staffing Plan and Implementation Plan**

The Contractor shall provide the following for OHCA review and approval no later than thirty (30) Days after Notice of Award:

- a. Identification of the Contractor’s implementation team;
- b. Names of the Governing Body and their current resumes;
- c. Implementation Plan;
- d. Hiring and Staffing Plan; and
- e. Diversity and Inclusion Plan.

The Contractor shall provide regular status updates to OHCA on Implementation Plan and Hiring and Staffing Plan activities during the Readiness Review, and as specified in the Reporting Manual.

#### **1.4.6.5 Changes in Governing Body and Key Staff**

The Contractor shall notify OHCA of all changes in composition of the Governing Body and Key Staff. The Contractor shall notify OHCA at least five (5) Days in advance of the change, whenever practical. The

Contractor shall submit a current resume and job description for the new Governing Body member(s) or Key Staff position for OHCA’s review as specified in the Reporting Manual.

#### **1.4.6.6 Staff Training**

The Contractor shall ensure all staff and Subcontractor staff receive detailed training on the requirements, policies, and procedures of the SoonerSelect Dental program. All Contractor staff shall receive initial and ongoing training and education necessary to fulfill their job responsibilities under this Contract.

The Contractor shall ensure distinct staff training for the following positions:

- a. SoonerSelect Dental Enrollee Services Call Center that meets the minimum requirements of Section 1.11.8.3: “Call Center Training” of this Contract;
- b. Provider Services Call Center that meets the minimum requirements of Section 1.13.2: “Provider Services Call Center” of this Contract;
- c. Language and Cultural Competency Training as described in Section 1.11.2: “Cultural Competency” of this Contract to Subcontractors and all SoonerSelect Dental Enrollee facing staff; and
- d. Marketing staff in accordance with Section 1.11.17.2: “Training Curriculum” of this Contract.

All Contractor staff and Subcontractors shall receive training on security and compliance in accordance with Section 1.18.2.2: “Compliance Education and Training” of this Contract. The Contractor shall track and document completion of all staff training and provide evidence of training completion to OHCA upon request.

#### **1.4.6.7 Coordination with OHCA**

OHCA shall conduct meetings and collaborative workgroups for the SoonerSelect Dental program. The Contractor must comply with all meeting requirements established by OHCA and is expected to cooperate with OHCA and its designees in preparing for and participating in these meetings. This includes presenting best practices for topics identified by OHCA as requested. The Contractor shall send qualified representatives to attend those meetings, as instructed by OHCA. OHCA may also require the participation of Subcontractors, as determined necessary.

OHCA reserves the right to cancel any regularly scheduled meetings, change the meeting frequency or format, or add meetings to the schedule as it deems necessary. At OHCA’s discretion, the Contractor may be permitted to have representatives attend remotely, rather than in person.

The Contractor shall also participate in meetings and proceedings with external entities as directed by OHCA, including but not limited to, the Drug Utilization Review (DUR) Board, Medical Advisory Committee (MAC), Medicaid Delivery System Quality Advisory Committee, and legislative hearings.

#### **1.4.6.8 Coordination with Other State Agencies and Entities**

The Contractor shall coordinate with other State agencies, in the manner to be determined by OHCA, to ensure that coordinated care is provided to SoonerSelect Dental Enrollees. This includes, but is not limited to coordination with:

- a. SoonerSelect and SoonerSelect Children’s Specialty Contracted Entities;
- b. Oklahoma State Immunization Information System (OSIIS);
- c. The Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS);
- d. The Oklahoma Office of Juvenile Affairs (OJA);
- e. The Oklahoma Department of Corrections (ODOC);
- f. The Oklahoma State Department of Education (OSDE);
- g. The Oklahoma State Department of Health (OSDH);
- h. Oklahoma Human Services (OHS);
- i. Tobacco Settlement Endowment Trust (TSET); and
- j. Other entities as identified by OHCA.

#### **1.4.7 Policies and Procedures**

The Contractor and any Subcontractor(s) shall develop and maintain written policies and procedures for administration of the Contract. The policies and procedures shall describe in detail how the Contractor and any Subcontractor(s) will fulfill the responsibilities outlined in the Contract.

The Contractor and any Subcontractor(s) must submit policies and procedures for OHCA’s review and approval prior to their adoption and implementation. The Contractor and any Subcontractor(s) shall furnish policies and procedures to OHCA upon request. OHCA will examine policies and procedures as part of Readiness Review activities described in Section 1.4.8: “Readiness Review” of this Contract and may require modifications or additions as part of Readiness Review findings. OHCA may also review the Contractor and any Subcontractor(s) policies and procedures and related matters associated with meeting the requirements of this Contract as part of ongoing oversight activities. This provision applies to all sections of the Contract regardless of whether a section contains separate language concerning review of policies and policies pertaining to that section.

If OHCA identifies necessary revisions to the Contractor’s and any Subcontractor(s) policies and procedures to conform to Contract standards, OHCA shall notify the Contractor of the required changes and the date by which proposed revised policies and procedures must be furnished. The Contractor and any Subcontractor(s) shall not be required to adopt the revised policies and procedures until after OHCA has given approval to the revisions.

As outlined in the Reporting Manual, OHCA shall require an annual certification from the Contractor attesting to updated policies and procedures and the operational execution of such.

### **1.4.8 Readiness Review**

The Contractor shall be required to participate in a Readiness Review process prior to the start of Eligible Enrollment. Readiness Review shall commence immediately upon Notice of Award. The Contractor must complete all Readiness Review activities to the satisfaction of OHCA and CMS before being eligible to receive Enrollment of Eligibles.

In accordance with 42 C.F.R. § 438.66, the Readiness Review shall include a desk review of Contractor documentation and an on-site review at the Contractor's offices. The Contractor's ability and capacity to perform satisfactorily on the following minimum components shall be assessed during the Readiness Review:

- a. Administrative staffing and resources;
- b. Subcontracted functionality;
- c. SoonerSelect Dental Enrollee and Provider communications;
- d. Grievances and Appeals;
- e. SoonerSelect Dental Enrollee services and outreach;
- f. Participating Provider management;
- g. Program integrity and compliance;
- h. Quality improvement;
- i. Utilization management;
- j. Financial reporting and monitoring;
- k. Financial solvency; and
- l. Information technology including claims management, Encounter Data, and Enrollment information management.

Failure of the Contractor to meet Readiness Review requirements shall subject the Contractor to the remedies in Section 1.23: "Remedies and Disputes" of this Contract.

### **1.4.9 Response to State Inquiries and Request for Information**

The Contractor shall prioritize requests from OHCA to respond to inquiries from any Departments under the State of Oklahoma, the Oklahoma Legislature, or other government agencies or bodies. The Contractor shall respond to urgent requests from OHCA within twenty-four (24) Hours and according to

the guidance and timelines provided by OHCA. The Contractor may be required to participate with and respond to inquiries from a consultant contracted with OHCA.

## **1.5 Mandatory, Voluntary, and Excluded Populations**

### **1.5.1 Eligibility Determinations**

OHCA has sole authority for determining eligibility for SoonerCare and for determining whether an Eligible is able to be enrolled in the SoonerSelect Dental program. The eligibility and enrollment process is described in Section 1.6: “Enrollment and Disenrollment” of this Contract.

### **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;
- g. Juvenile Justice Involved Children;
- h. Foster Care Children (FCC); and
- i. Children Receiving Adoption Assistance.

### **1.5.3 Voluntary Enrollment Populations**

Notwithstanding the requirements outlined in Section 1.5.2: “Mandatory Enrollment Populations” of this Contract, AI/AN Eligibles who are determined eligible for a SoonerCare population will have the option to voluntarily enroll in the SoonerSelect Dental program through an opt-in process.

### **1.5.4 Excluded Populations**

The following Eligibles will be excluded from enrollment in SoonerSelect Dental:

- a. Dual Eligible Individuals;
- b. Individuals enrolled in the Medicare Savings Program, including Qualified Medicare Beneficiaries (QMB), Specified Low-Income Medicare Beneficiaries (SLMB), Qualified Disabled Workers (QDW) and Qualified Individuals (QI)s;

- c. Persons with a nursing facility or Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF-IID) level of care (LOC, with the exception of SoonerSelect Dental Enrollees with a pending level of care determination;
- d. Individuals during a period of Presumptive Eligibility;
- e. Individuals infected with tuberculosis eligible for tuberculosis-related services under 42 C.F.R. § 435.215;
- f. Individuals determined eligible for SoonerCare on the basis of needing treatment for breast or cervical cancer under 42 C.F.R. § 435.213;
- g. Individuals enrolled in a § 1915(c) Waiver;
- h. Undocumented persons eligible for Emergency Services only in accordance with 42 C.F.R. § 435.139;
- i. Insure Oklahoma Employee Sponsored Insurance (ESI) dependent Children in accordance with the Oklahoma Title XXI State Plan;
- j. Coverage under Title XXI for the benefit of unborn Children ('Soon-to-be-Sooners'), as allowed by 42 C.F.R. § 457.10;
- k. Individuals determined eligible for Medicaid on the basis of age, blindness, or disability (ABD); and
- l. Populations other than those described above that remain enrolled due to the continuous Enrollment and maintenance of effort (MOE) requirement of Section 6008(b)(3) of the Families First Coronavirus Response Act (FFCRA).

### **1.5.5 Enrollment Phase-In**

OHCA does not anticipate phasing-in Enrollment of the populations in Section 1.5.2: "Mandatory Enrollment Populations" of this Contract. However, OHCA reserves the right to phase-in Enrollment by eligibility category, geographic area or other means if deemed necessary for the successful implementation of the SoonerSelect Dental program. The Contractor shall cooperate in the implementation of a phase-in schedule, if it is implemented.

### **1.5.6 Changes in Covered Populations**

OHCA reserves the right to enroll Eligibles in a SoonerCare eligibility group outlined in Section 1.5.4: "Excluded Populations" of this Contract into the SoonerSelect Dental program in future years upon legislative authority. Expansion of enrolled populations would be implemented through the procurement or Contract amendment process and the Contractor would be required to go through the Readiness Review process.



## **1.6 Enrollment and Disenrollment**

### **1.6.1 Non-Discrimination**

Consistent with 42 C.F.R. § 438.3(d), the Contractor may not refuse an assignment or seek to disenroll a SoonerSelect Dental Enrollee or otherwise discriminate against individuals eligible to enroll on the basis of race, color, national origin, sex, sexual orientation, gender identity, or disability and may not use any policy or practice that has the effect of discriminating on the basis of race, color, national origin, sex, sexual orientation, gender identity, or disability. The Contractor also may not discriminate against a SoonerSelect Dental Enrollee on the basis of expectations that the SoonerSelect Dental Enrollee will require frequent or high-cost care, or on the basis of health status or need for Health Care Services or due to an adverse change in the SoonerSelect Dental Enrollee's health in Enrollment, Disenrollment, or re-Enrollment.

The Contractor shall accept individuals eligible for Enrollment in the order in which they are enrolled unless otherwise authorized by CMS.

The Contractor shall not request Disenrollment because of a change in the SoonerSelect Dental Enrollee's health status, or because of the SoonerSelect Dental Enrollee's utilization of dental services, diminished mental capacity, or uncooperative or disruptive behavior resulting from their special needs, except when their continued Enrollment with the Contractor seriously impairs the Contractor's ability to furnish services to either this particular SoonerSelect Dental Enrollee or other SoonerSelect Dental Enrollees. The Contractor may only request Disenrollment of the SoonerSelect Dental Enrollee in accordance with the provisions outlined in Section 1.6.7.1: "Contractor Request" of this Contract.

### **1.6.2 Enrollment Process**

#### **1.6.2.1 Enrollment Choice Counseling**

OHCA, or its designee, will be responsible for educating Eligibles about the SoonerSelect Dental program and providing unbiased Choice Counseling concerning Enrollment options. Choice Counseling will be available at the time of initial Enrollment, during the annual Open Enrollment Period described in Section 1.6.5: "Annual and Special Enrollment Periods" of this Contract and under the provisions described in Section 1.6.7: "Disenrollment Request Process" of this Contract.

OHCA will provide notice to prospective SoonerSelect Dental Enrollees regarding the Contractor selection process and the importance of selecting in accordance with informational and timing requirements as specified in 42 C.F.R. § 438.54.

#### **1.6.2.2 Materials for Enrollment Choice Counseling**

The Contractor shall furnish materials regarding its dental plan and up-to-date Participating Provider rosters in a manner and on a schedule to be defined by OHCA. Materials must comply with OHCA review and approval process described in Section 1.11.17.4: "OHCA Review and Approval Process" of this Contract, including adherence to allowable and prohibited Marketing and Material requirements. The rosters shall include up-to-date information on whether each Participating Provider has an open or closed panel with respect to accepting new patients. Inaccurate Participating Provider information shall

be grounds for liquidated damages, as described in Section 1.23: “Remedies and Disputes” of this Contract.

The Contractor shall also supply Participating Provider rosters to the State of Oklahoma Health Information Exchange (HIE) vendor in a manner and on a schedule to be defined by OHCA.

The Contractor shall also conduct Marketing and outreach efforts to raise awareness of the SoonerSelect Dental program and their product, subject to the requirements of Section 1.11.17: “Marketing and Outreach” of this Contract.

### **1.6.2.3 Initial Contractor Selection Process**

OHCA, at its discretion, may allow up to sixty (60) Days for Eligibles to select a CE prior to the Enrollee’s start of coverage under the SoonerSelect Dental program. Subsequent to program implementation, SoonerCare Applicants eligible for the SoonerSelect Dental program will have an opportunity to select a CE on their application. Eligibles who do not make an election within the allowed timeframe will be assigned to a CE in accordance with the rules outlined in Section 1.6.2.4: “Auto Assignment” of this Contract.

### **1.6.2.4 Auto Assignment**

Applicants who are eligible to choose a CE and fail to make an election on the SoonerCare application, will be assigned to the CE that is due next to receive an auto assignment taking into account quality weighted assignment factors. Once assigned to an initial CE, the SoonerSelect Dental Enrollee shall have ninety (90) Calendar Days to request a transfer to another CE.

OHCA reserves the right to modify the auto-assignment algorithm at any time.

Notwithstanding the above language, OHCA will not make auto-assignments to the Contractor if any of the following conditions exist:

- a. The Contractor’s maximum Enrollment has been capped under the terms outlined in Section 1.6.6: “Enrollment Caps” of this Contract and actual Enrollment has reached ninety-five percent (95%) of the cap;
- b. The Contractor has been excluded from receiving new Enrollment due to the imposition of Administrative Remedies, as outlined in Section 1.23.2.4: “Administrative Remedies” of this Contract; or
- c. The Contractor has failed to meet Readiness Review requirements.

It is OHCA’s intent to modify the assignment algorithm in future Contract Years of the SoonerSelect Dental program to take into consideration the Contractor’s performance on improving oral health outcomes. The revised algorithm will be included as part of a Contract amendment to be issued in accordance with Section 1.2.8: “Amendments or Modifications” of this Contract.

### **1.6.3 Enrollment Effective Date**

Eligibles, with the exception of Deemed Newborns, who select or are assigned to a Dental Benefits Manager from the first day of the month through the fifteenth day of the month shall be enrolled effective on the first day of the following month. Eligibles who select or are assigned to a Contractor on the sixteenth day of the month through the last day of the month will be enrolled effective on the first day of the second following month. Prior to these Enrollment Dates, most Eligibles will be covered by a fee-for-service payment structure administered by OHCA. Deemed Newborns eligible for the SoonerSelect Dental program shall be enrolled effective as of the date of birth, if the newborn's mother also is enrolled in the SoonerSelect Dental program.

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

### **1.6.4 Enrollment Lock-In Period**

SoonerSelect Dental Enrollees will be permitted to change Contractors, without showing cause, during their first ninety (90) Days of Enrollment with the Contractor, or during the ninety (90) Days following the date OHCA sends the SoonerSelect Dental Enrollee notice of that Enrollment, whichever is later. Enrollees will also be permitted to change Contractors, without cause, at least once every twelve (12) months during the Open Enrollment Period. After the SoonerSelect Dental Enrollee's period for Disenrollment from the Contractor has lapsed, SoonerSelect Dental Enrollees will remain enrolled with the Contractor until the next annual Open Enrollment Period, unless:

- a. The SoonerSelect Dental Enrollee is disenrolled due to loss of SoonerCare eligibility;
- b. The SoonerSelect Dental Enrollee demonstrates cause in accordance with Section 1.6.7.2: "SoonerSelect Dental Enrollee Request" of this Contract;
- c. A temporary loss of eligibility or enrollment has caused the SoonerSelect Dental Enrollee to miss the annual Disenrollment period, then the SoonerSelect Dental Enrollee may disenroll without cause upon reenrollment; or
- d. The Contractor is terminated in accordance with Section 1.24: "Termination" of this Contract.

### **1.6.5 Annual and Special Enrollment Periods**

OHCA will conduct an annual Open Enrollment Period. Written notice of the Open Enrollment Period and SoonerSelect Dental Enrollee Disenrollment rights will be provided to SoonerSelect Dental Enrollees at least sixty (60) Days prior to the start of the Open Enrollment Period, in accordance with 42 C.F.R. § 438.56. OHCA, or its designee, will provide SoonerSelect Dental Enrollees information on their Dental Benefit Manager options for the coming year. The Contractor shall cooperate with OHCA in furnishing requested materials to current and prospective SoonerSelect Dental Enrollees.

SoonerSelect Dental Enrollees will be informed that if they do not request a new Dental Benefit Manager, they will remain in their current Dental Benefit Manager. All SoonerSelect Dental Enrollees, including those who do not make a change, will be permitted to change Dental Benefit Managers during

the first ninety (90) Days of the new Enrollment period in accordance with the process outlined in Section 1.6.4: “Enrollment Lock-In Period” of this Contract.

OHCA, at its sole discretion, may schedule a special Open Enrollment Period, under the following circumstances:

- a. In the event of the early termination of a SoonerCare Dental Contractor under the process described in Section 1.24.1: “Early Termination” of this Contract or
- b. The loss of a major Participating Provider places the Contractor at risk of failing to meet service accessibility standards and the Contractor does not have an acceptable plan for mitigating the loss or finding of non-compliance.

The Contractor shall cooperate as directed by OHCA in facilitating the special Open Enrollment Period.

### **1.6.6 Enrollment Caps**

OHCA, at its sole discretion, may impose a cap on the Contractor’s Enrollment, in response to a request by the Contractor or as part of a corrective action occurring under Section 1.23.2.4: “Administrative Remedies” of this Contract.

### **1.6.7 Disenrollment Request Process**

#### **1.6.7.1 Contractor Request**

The Contractor must comply with Section 1.6.1: “Non-Discrimination” of this Contract and seek to disenroll a SoonerSelect Dental Enrollee only for good cause in accordance with 42 C.F.R. §438.56(b)(3). The following actions, if found by OHCA, comprise good cause:

- a. SoonerSelect Dental Enrollee has been enrolled in error, as determined by OHCA;
- b. SoonerSelect Dental Enrollee has exhibited disruptive behaviors to the extent that the Contractor cannot effectively manage their care, and the Contractor has made all reasonable efforts to accommodate the SoonerSelect Dental Enrollee; or
- c. SoonerSelect Dental Enrollee has committed Fraud, including but not limited to, loaning an ID card for use by another person.

The Contractor must make a written request to OHCA for SoonerSelect Dental Enrollee Disenrollment, in a format to be specified by OHCA. The Contractor’s request for Disenrollment must document the reasonable steps taken to educate the SoonerSelect Dental Enrollee regarding proper behavior and that the SoonerSelect Dental Enrollee refused to comply, if applicable. The Contractor also must communicate its request to the SoonerSelect Dental Enrollee in writing, in a format to be specified by OHCA.

OHCA shall have sole authority to grant or deny the Disenrollment request.

### **1.6.7.2 SoonerSelect Dental Enrollee Request**

SoonerSelect Dental Enrollees shall be permitted to disenroll from the Contractor without cause, in accordance with the provisions of Section 1.6.4: "Enrollment Lock-In Period" of this Contract.

During the lock-in period, SoonerSelect Dental Enrollees may be disenrolled for cause, at any time, in accordance with 42 C.F.R. § 438.56(d) and under the following conditions:

- a. The SoonerSelect Dental Enrollee moves out of the Contractor's service area;
- b. SoonerSelect Dental Enrollee seeks covered benefits that the Contractor does not cover for moral or religious reasons;
- c. SoonerSelect Dental Enrollee needs related services to be performed at the same time; not all related services are available within the Contractor's network; and the SoonerSelect Dental Enrollee's PCD Provider or another Provider determines that receiving the services separately would subject the SoonerSelect Dental Enrollee to unnecessary risk;
- d. SoonerSelect Dental Enrollee has filed and prevailed in a Grievance regarding 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; or
- e. SoonerSelect Dental Enrollee has been enrolled in error, as determined by OHCA.

SoonerSelect Dental Enrollees shall seek redress through the Contractor's Grievance process before OHCA will make a determination on a SoonerSelect Dental Enrollee's request for Disenrollment. The Contractor shall accept SoonerSelect Dental Enrollee requests for Disenrollment orally or in writing. The Contractor shall complete a review of the request within ten (10) Days of the SoonerSelect Dental Enrollee filing the Grievance. If the SoonerSelect Dental Enrollee remains dissatisfied with the result of the Grievance process, the Contractor shall refer the Disenrollment request to OHCA. The Contractor shall send records gathered during the Grievance process to OHCA to facilitate OHCA's decision-making process. Disenrollment requests will be adjudicated by OHCA and, if approved, will become effective on a date established by OHCA consistent with Section 1.6.8: "Disenrollment Effective Date" of this Contract.

### **1.6.7.3 At OHCA's Initiation**

OHCA will initiate Disenrollment of SoonerSelect Dental Enrollees under the following circumstances:

- a. Loss of eligibility for Medicaid;
- b. Transition to a SoonerCare eligibility group excluded from the SoonerSelect Dental program;
- c. SoonerSelect Dental Enrollee becomes enrolled in 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.

### **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 the first (1<sup>st</sup>) 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 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.

### **1.6.9 SoonerSelect Dental Enrollee Status Changes**

The Contractor shall notify OHCA, in the manner required by OHCA, within five (5) Business Days of learning of any change in a SoonerSelect Dental Enrollee’s status or circumstances that could affect the SoonerSelect Dental Enrollee’s eligibility for the SoonerSelect Dental program.

### **1.6.10 Retroactive Dual Eligibility**

Dual Eligible Individuals are excluded from SoonerSelect Dental program enrollment. SoonerSelect Dental Enrollees who become a Dual Eligible Individual will be disenrolled as of their Medicare eligibility effective date. In the event a SoonerSelect Dental Enrollee becomes retroactively Medicare eligible, the Contractor shall recover claims payments made to Providers during the months of retroactive Medicare eligibility. The Contractor shall also notify the Provider of the requirement to submit the claim to Medicare for reimbursement. OHCA will recoup the Capitation Payments paid for months of retroactive Medicare eligibility.

### **1.6.11 Re-enrollment Following Loss of Eligibility**

SoonerSelect Dental Enrollees who lose and regain eligibility for SoonerSelect Dental program for a period of sixty (60) Days or less will be re-enrolled automatically with their prior Contractor unless the Contractor is otherwise suspended or excluded from receiving new SoonerSelect Dental Enrollees. Re-enrolled SoonerSelect Dental Enrollees will have the right to change Dental Benefit Managers in accordance with Section 1.6.4: "Enrollment Lock-In Period" of this Contract.

## **1.7 Covered Benefits**

The Contractor shall be responsible for furnishing the dental benefits described in this section. The Contractor shall also coordinate with Providers of benefits outside of the SoonerSelect Dental capitation to promote service integration and the delivery of holistic, person- and family-centered care. This includes:

- a. SoonerCare-covered benefits which are not covered services through this Contract, as outlined in Section 1.7.1.2: "Benefits Not Covered Under This Contract" of this Contract; and
- b. Other benefits a SoonerSelect Dental Enrollee receives, regardless of payer, including volunteered services.

In accordance with 42 C.F.R. § 438.210(a), in furnishing covered benefits, the Contractor shall ensure:

- a. Each service is provided to SoonerSelect Dental Enrollees in an amount, duration and scope that is no less than the amount, duration, and scope for the same services provided under the SoonerCare fee-for-service program;
- b. Services are sufficient in amount, duration, and scope to reasonably achieve the purpose for which the services are furnished; and
- c. It does not arbitrarily deny or reduce the amount, duration, or scope of a required service on the basis of the diagnosis, type of illness, or condition of the SoonerSelect Dental Enrollee. Notwithstanding the foregoing, in accordance with Section 1.8: "Dental Services Utilization Management" of this Contract, the Contractor may place appropriate limits on a service on the basis of criteria applied under the Medicaid State Plan, such as Medical Necessity, or for utilization control, provided the services furnished can reasonably achieve their purpose and services supporting SoonerSelect Dental Enrollees with ongoing or Chronic Conditions are

authorized in a manner that reflects the SoonerSelect Dental Enrollee’s ongoing need for such services and supports.

The Contractor shall furnish all Medically Necessary capitated benefits in accordance with applicable OHCA policies and rules in effect at the time of Contract execution, or as updated in accordance with the amendment process outlined in Section 1.2.8: “Amendments or Modifications” of this Contract.

The Contractor may require Prior Authorization to the extent these are required under OHCA’s policies and rules. The Contractor may propose to impose alternative Prior Authorization requirements, subject to OHCA’s review and approval, except for those benefits identified as exempt from Prior Authorization, as delineated in this section. Contractor may be less restrictive on the requirements of a Prior Authorization than OHCA but may not impose greater restrictions.

**1.7.1 Dental Benefits**

The Contractor shall ensure that all Medically Necessary covered services are available to SoonerSelect Dental Enrollees on a timely basis and that services are consistent with appropriate dental guidelines, generally accepted practice parameters and Contract requirements.

The Contractor shall furnish the dental benefits outlined in the table below, and as described in O.A.C. 317:30-5-695 through 317:30-5-705, which may be modified as OHCA deems necessary. Annual benefit limits are tracked on a Contract Year basis.

*List of Covered Benefits*

Service	Children (under 21 years of age)	Adults
Oral Examinations	Covered  Limited, Comprehensive, and Periodic Evaluations	Covered  Limited, Comprehensive, and Periodic Evaluations
Images	Covered as Medically Necessary for Diagnostic Purposes	Covered as Medically Necessary for Diagnostic Purposes
Dental Prophylaxis	Covered  Once Every 6 Months	Covered  Once Every 6 Months
Dental Sealants	Covered  Provided Through Eighteen (18) Years of Age; Compensable Once Every Thirty-Six (36) Months	Not Covered
Fluoride Varnish	Covered  Once Every 6 Months	Covered  Once Every 6 Months



Service	Children (under 21 years of age)	Adults
Interim Caries Arresting Medicament Application	Covered  Provided for Primary and Permanent Teeth Once Every One Hundred Eighty-Four (184) Days for Two (2) Occurrences per Tooth in a Lifetime	Not Covered
Periodontal Services Including but not Limited to Scaling and Root Planning and Scaling in the Presence of Gingivitis	Covered  Prior Authorization Required	Non-Surgical Periodontal Services Covered Prior Authorization Required
Stainless Steel Crowns	Covered for Primary and Permanent Teeth	Not Covered
Space Maintenance Including band and loop type space maintenance and lingual arch bars	Covered	Not Covered
Endodontic Services	Pulpotomy, Pulpectomy, Pulp Caps, Apexification, and Root Canals Covered  Allowable Once per Tooth per Lifetime  Some Services May Require Prior Authorization	Not Covered
Anesthesia	Covered	Covered as Needed for Medically Necessary Procedures
Restorative	Covered  Amalgam and Resin-Based Restorations, Including Protective Restorations	Covered  Amalgam and Resin-Based Restorations
Fixed Prosthetics	Covered Prior Authorization Required	Not Covered
Removable Prosthetics	Covered Prior Authorization Required	Covered Prior Authorization Required

Service	Children (under 21 years of age)	Adults
Oral and Maxillofacial Surgery	Covered Some services may require Prior Authorization	Covered Oral Pathology as Medically Necessary for Malignant Lesions
Tobacco Cessation	5-As Counseling	5-As Counseling
Orthodontic Services	Covered as per O.A.C. 317:30-5-700  Prior Authorization Required	Not Covered
Medically Necessary Extractions	Covered	Covered

### 1.7.1.1 Tobacco Cessation Services

The Contractor shall at a minimum:

- a. Partner with the Oklahoma Tobacco Helpline (OTH) and the OTH’s helpline vendor on outreach;
- b. Submit Marketing and educational materials for review and approval consistent with the requirements of Contract Section 1.11.3.2: “Prior Approval Process;”
- c. Promote Helpline services to SoonerSelect Dental Enrollees and Providers with partnership in development, review, and approval from OTH Administration and the Tobacco Settlement Endowment Trust, Health Communications Team;
- d. Promote Tobacco Cessation Brief Intervention (5A’s) to Health Providers with partnership in development, review, and approval from OTH Administration, Tobacco Settlement Endowment Trust, Health Communications Teams; and
- e. Contract with the University of Oklahoma Hudson College of Public Health and OTH Administration for Helpline Experience Extract and reports to provide evaluation services via a Data Use Agreement.

The Contractor shall require tobacco-free policies covering 100% of dental practices. 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. It also eliminates exposure to harmful secondhand smoke/aerosol.

### 1.7.1.2 Benefits Not Covered Under This Contract

Medical, behavioral health, pharmacy, medical emergency services, and non-emergency transportation services will be reimbursed by OHCA outside of the Contractor’s capitation and delivered through SoonerSelect and SoonerSelect Children’s Specialty Program Contracted Entities. Additionally, in accordance with Section 1.15.4.3: “Payments to IHCPs” of this Contract, the Contractor shall not be financially responsible for services rendered by IHCPs that are eligible for 100% federal funding.

### **1.7.2 Referrals**

The Contractor shall develop referral policies and procedures to ensure that SoonerSelect Dental Enrollees have access to participating specialty Providers for Medically Necessary dental care for their covered conditions. All SoonerSelect Dental Enrollees and Providers shall be educated on the referral policy and procedures, including which services require referrals.

SoonerSelect Dental Enrollees shall be educated on the possible consequences of self-referrals, including, but not limited to, experiencing a delay in accessing service. If the SoonerSelect Dental Enrollee attempts to receive a non-covered service, the SoonerSelect Dental Enrollee shall be made aware at the point of service that they may be billed for the service and how much they will be billed.

If the Contractor has exhausted all in-State options and demonstrated that a Medically Necessary service is unavailable within the State, the Contractor shall provide for these services through out-of-State Providers in accordance with O.A.C. 317:30-3-89 – O.A.C. 317:30-3-92 and as per Section 1.7.7: “Out-of-State Dental Services” of this Contract. The Contractor shall facilitate such referrals as appropriate.

The Contractor shall make good faith efforts to ensure that PCD Providers track and follow up on SoonerSelect Dental Enrollee referrals. The Contractor shall ensure that the PCD Providers maintain dental records documenting referrals. The Contractor shall maintain referral records which may be audited by OHCA as part of routine oversight activities.

The Contractor must have a process, such as Standing Referrals or approved number of visits, to allow SoonerSelect Dental Enrollees to directly access a Specialist as appropriate for a SoonerSelect Dental Enrollee’s condition and identified needs, when SoonerSelect Dental Enrollees are determined through an assessment by an appropriate health care professional to need a course of treatment or regular care monitoring.

SoonerSelect Dental Enrollees shall be permitted to self-refer to:

- a. Emergency services; and
- b. Services provided by Indian Health Care Providers to AI/AN SoonerSelect Dental Enrollees.

### **1.7.3 Value-Added Benefits**

The Contractor may offer Value-Added Benefits and Services in addition to the capitated benefit package to support the health, wellness, and independence of SoonerSelect Dental Enrollees and to advance the State’s objectives for the SoonerSelect Dental program. The Contractor shall report information on Value-Added Benefits to OHCA as specified in the Reporting Manual. This may include, but is not limited to dental services in excess of fee-for-service program limits.

Value-Added Benefits and Services, if offered, shall not be included in determining the Contractor’s Capitation Rates.

If the Contractor has proposed any Value-Added Benefits or services in its response to the Solicitation, and OHCA has approved the proposed benefits and services, the Contractor must furnish these benefits

for the duration of the Contract. However, the Contractor may submit a request for revision of the benefits and services for OHCA’s review and approval prior to the start of a Contract Year, to take effect in the upcoming Contract Year. Each request is subject to OHCA review and approval.

For each Value-Added Benefit proposed or revised, the Contractor must:

- a. Define and describe the Value-Added Benefit, including the rationale for adding or revising;
- b. Specify the applicable service areas for the proposed Value-Added Benefit;
- c. Identify the category, group, or SoonerSelect Dental Enrollees eligible to receive the proposed Value-Added Benefit if it is a type of service that is not appropriate for all Enrollees;
- d. Note any limitations or restrictions that apply to the Value-Added Benefit; and
- e. Describe if, and how, the Contractor will identify the Value-Added Benefit in the Encounter Data.

#### **1.7.4 Early and Periodic, Screening, Diagnostic, and Treatment (EPSDT)**

The Contractor shall provide EPSDT dental benefits to all SoonerSelect Dental Enrollees under age twenty-one (21), including necessary health care, diagnostic services, treatment, and other measures described in Section 1905(a) of The Act to correct or ameliorate defects and physical and mental illnesses and conditions discovered during screening, whether or not such services are covered under the State Plan.

#### **1.7.5 School-Based Services**

The Contractor shall reimburse OHCA-enrolled qualified schools as providers of health-related services for all SoonerCare covered benefits for which the Contractor is responsible. Contractor must also contract with Independent School Districts to reimburse qualified schools for all SoonerCare covered benefits for which the Contractor is responsible.

Per the evolving nature of the school-based Medicaid Program, the requirements outlined above may be modified in future years to allow for reimbursement of Medically Necessary dental-related services that are provided pursuant to a 504 Plan or Individualized Family Service Plan in a school setting.

#### **1.7.6 Delivery Network**

In addition to the benefits described in the sections above, the Contractor shall also cover services in the following situations:

- a. The Contractor shall provide for a second opinion from a Participating Provider or arrange for the SoonerSelect Dental Enrollee to obtain a second opinion outside the network, at no cost to the SoonerSelect Dental Enrollee, in accordance with 42 C.F.R. § 438.206(b)(3).

- b. If the Contractor's Provider network is unable to provide necessary dental services covered under the Contract to a particular SoonerSelect Dental Enrollee, the Contractor must adequately and timely cover the services out of network, for as long as the Contractor's Provider network is unable to provide them, in accordance with 42 C.F.R. § 438.206(b)(4).

The Contractor shall coordinate payment with Non-Participating Providers and ensure the cost to the SoonerSelect Dental Enrollee is no greater than it would be if the services were furnished within the network.

### **1.7.7 Out-of-State Dental Services**

Consistent with 42 C.F.R. § 431.52 and O.A.C. 317:30-3-90, the SoonerSelect Dental Enrollee may travel to a border state (Arkansas, Colorado, Kansas, Missouri, New Mexico, or Texas) within one hundred (100) miles of the Oklahoma State border to receive dental services covered under this Contract. Reimbursement for covered dental services furnished in another state is available to the extent reimbursement for covered dental services are furnished within Oklahoma boundaries. The dental services being rendered must be provided by a Provider who is contracted with the OHCA and must be appropriately licensed and in good standing with the state in which they practice.

### **1.7.8 Moral Objections**

The Contractor shall provide, reimburse for, or provide coverage of all counseling and referral services covered under the Contract unless the Contractor objects to the service on moral or religious grounds. The Contractor shall furnish information about the services it does not cover because of an objection on moral or religious grounds to the State in its response to the Solicitation and whenever the Contractor adopts such a policy during the term of the Contract. Pursuant to 42 C.F.R. § 438.10(e)(2)(v)(C), the State will provide information to potential SoonerSelect Dental Enrollees about counseling or referral services the Contractor will not cover on the basis of moral or religious objections at least thirty (30) Days before the effective date of the policy for any particular service.

## **1.8 Dental Services Utilization Management**

The Contractor and OHCA acknowledge that the purpose of dental services utilization management is to ensure SoonerSelect Dental Enrollees have appropriate access to Medically Necessary dental services. For the purpose of this Contract, Medically Necessary covered dental services must be furnished in a manner that:

- a. Is no more restrictive than that used in the Oklahoma Medicaid program, including quantitative and non-quantitative treatment limits, as indicated in State statutes and regulations, the Oklahoma Medicaid State Plan, and other State policies and procedures;
- b. Addresses the prevention, diagnosis, and treatment of a SoonerSelect Dental Enrollee's disease, condition, and/or disorder that results in health impairments and/or disability;
- c. Allows SoonerSelect Dental Enrollees to achieve age-appropriate growth and development; and
- d. Allows SoonerSelect Dental Enrollees the ability to attain, maintain or regain functional capacity.

### **1.8.1 Dental Utilization Management Program Components**

The Contractor shall develop a dental management structure for the SoonerSelect Dental program, as specified in the Reporting Manual, that is integrated with and complementary to the Contractor's QAPI program. This program should have a Dental Utilization Management Program description, work plan, an implementation mechanism, policies and procedures, and program evaluation with evaluative criteria, all of which shall be reviewed and updated annually.

The Dental Utilization Management Program must include:

- a. Prior authorization (pursuant to 56 O.S., 2021 § 4002.6);
- b. Profiling of primary care dentists and analysis of utilization data to detect underutilization and overutilization of services;
- c. Investigation and intervention, as appropriate, when utilization and/or quality of care issues are identified; and
- d. Direction and analysis of periodic reviews of members' service utilization patterns.

OHCA reserves the right to review and approve the Contractor's Dental Utilization Management Program description, work plan, policies and procedures, and program evaluation with evaluative criteria during Readiness Review, annually, and at times specified by OHCA.

### **1.8.2 Qualified Staff**

The dental utilization management function shall be overseen by a full-time Quality and Utilization Management Director, or equivalent, and a dental management (utilization management) committee, which shall be comprised of appropriately credentialed dental providers. This committee shall report to the Contractor's Quality Improvement Committee.

The dental management program shall be staffed by an appropriate number of credentialed dental professionals. The Contractor shall submit a staffing plan for the dental management program for review by OHCA during Readiness Review. This staffing plan should cover the training that staff receive specific to the area of dental utilization management.

The Contractor shall have sufficient staff with clinical expertise and training to interpret and apply the utilization management criteria and practice guidelines to Providers' requests for oral health care or Prior Authorizations (PAs) for the Contractor's SoonerSelect Dental Enrollees. Dental utilization management staff shall receive ongoing training regarding interpretation and application of the utilization management guidelines. The Contractor shall prepare a written training plan with a prospective training calendar. Contractor shall maintain a contemporaneous training log with dates, subject matter, materials, trainers, and attendees. The Contractor shall be prepared to provide upon OHCA request:

- a. A written training plan inclusive of dates and subject matter;
- b. Training materials; and

- c. Oversight and monitoring materials including an Inter-Rater Reliability Report.

The Inter-Rater Reliability Report requires the following documentation on a semi-annual basis:

- a. Inter-rater reliability activities;
- b. Staff monitoring protocols;
- c. Monitoring results; and
- d. Staff remediation and training.

In accordance with 42 C.F.R § 438.210(e), the Contractor shall ensure compensation to staff and Subcontractors conducting dental utilization management activities is not structured to provide incentives for denying, limiting, or discontinuing Medically Necessary services to any SoonerSelect Dental Enrollee.

### **1.8.3 Clinical Practice Guidelines**

Pursuant to 42 C.F.R. § 438.236, the Contractor shall adopt oral health Clinical Practice Guidelines that meet the following requirements:

- a. Are based on valid and reliable clinical evidence or a consensus of dental professionals;
- b. Consider the needs of SoonerSelect Dental Enrollees in each of the eligibility groups enrolled with the Contractor;
- c. Are adopted in consultation with Participating Providers; and
- d. Are reviewed and updated as needed, or at least every two years.

The Contractor shall ensure decisions regarding dental utilization management, SoonerSelect Dental Enrollee education, coverage of services, and other areas to which practice guidelines apply are consistent with the practice guidelines. The Contractor shall coordinate the development of Clinical Practice Guidelines with other Dental Benefit Managers to avoid the possibility that Providers receive conflicting Clinical Practice Guidelines from different Dental Benefit Managers. The Contractor shall disseminate Clinical Practice Guidelines to all affected Participating Providers and, upon request, to SoonerSelect Dental Enrollees or Eligibles. The Contractor shall include the Clinical Practice Guidelines within Provider Agreements and measure Provider Compliance with the Clinical Practice Guidelines.

### **1.8.4 Authorization Process**

The Contractor shall develop a Prior Authorization (PA) process pursuant to 56 O.S. § 4002.6 as part of the Dental Management Program that comports with all State and federal requirements. In accordance with 42 C.F.R. § 438.210(b), the Contractor and any applicable Subcontractors shall have in place and follow written policies and procedures for processing requests for initial and continuing authorizations of services. The Contractor's Prior Authorization process shall also put in place mechanisms to ensure consistent application of review criteria for authorization decisions and consult with the Provider that requested the services when appropriate.

The Contractor shall provide information sufficient for OHCA to comply with its statutory responsibilities under 63 O.S. §§ 2560 – 2565, in the manner and format required in the Reporting Manual.

OHCA reserves the right to standardize certain parts of the PA reporting process across Dental Benefit Managers, such as requiring Contractors to adopt and apply the same definitions regarding approved, pending, denied, suspended requests, and other policies and processes, as determined by OHCA.

The Contractor shall implement plans and processes to monitor Prior Authorization requests and denials. The Contractor shall use this information to identify strategies in the annual utilization management workplan, policies and evaluation and available to OHCA upon request to address over- and under-utilization of services and sharing monitoring and strategies.

#### **1.8.4.1 Services Requiring PA**

The Contractor may require PA to the extent required under OHCA’s policies and rules, CE operational manual, and/or Readiness Review requirements and may propose additional PA requirements, subject to OHCA review and approval. In accordance with 42 C.F.R. § 438.208(c)(4), for Enrollees with Special Health Care Needs, the Contractor shall have a mechanism in place to allow Enrollees to directly access a Specialist as appropriate for the Enrollee’s condition and identified needs.

The Contractor shall not be permitted to impose Prior Authorization on urgent dental care.

### **1.8.5 Preauthorization of Orthodontic Services**

The Dental Benefit Manager shall make a determination of Medical Necessity on a case-by-case basis for services requiring preauthorization. The Contractor shall submit Prior Authorization by or before the SoonerSelect Dental Enrollee reaches the age of 18 for the provision of orthodontics to individuals under the age of 21 when the orthodontic treatment plan meets all of the criteria set by OHCA.

The Contractor shall:

- a. Follow OHCA’s criteria and preauthorization processes for orthodontic procedures, including the criteria and processes at O.A.C. 317:30-5-700 and 317:30-5-700.1.
- b. Cover orthodontic services for members under the age of 21 demonstrating Medical Necessity through dysfunction and a score of at least 30 on the Handicapping Labio-Lingual Deviations Index (HLD).
- c. Follow OHCA’s established rate of reimbursement for the approved orthodontic services and remit the total reimbursement for comprehensive orthodontia, after the corrective appliances are installed in the recipient’s mouth; and
- d. Ensure that treatment is completed, despite the loss of eligibility, provided the recipient was eligible on the date the banding occurred.

#### **1.8.5.1 Methods of PA Submission**

To ease Provider administrative burden, the Contractor shall, at a minimum, utilize the criteria as it appears on the currently approved American Dental Association (ADA) claims form. The Contractor may



use any paper or electronic PA form as long as the criteria exactly matches the criteria of the currently approved ADA claims form. Providers shall be able to request PAs online. The Contractor shall implement strategies to streamline and simplify online submission processes as that is the primary mode of PA submission currently utilized by SoonerCare Providers. Online requests shall be submitted through the secure Provider portal on the Contractor's website. The Contractor may also allow Providers to submit PA requests by fax or toll-free phone call at their discretion. If phone requests are allowed, those requests shall be handled by the Contractor's toll-free Provider services call center, as described in Section 1.13.2: "Provider Services Call Center" of this Contract, or a dedicated toll-free authorization line. The line shall be equipped to respond to Urgent Care Prior Authorization requests on a twenty-four (24) Hour, seven (7) Day per week basis. If an Urgent Care PA request must be recorded by a voice mail system due to capacity issues, that phone call must be returned within thirty (30) minutes and a decision rendered within one (1) Hour.

The authorization line or Provider services call center shall be equipped after regular Business Hours to field calls from Providers treating SoonerSelect Dental Enrollees with Urgent Care needs. Should a Provider determine that a SoonerSelect Dental Enrollee needs a prompt referral to a Specialist, call center policies and procedures shall be able to allow that prompt referral if necessary. All calls regarding Urgent Care situations shall be returned within thirty (30) minutes.

#### **1.8.5.2 Timeliness Standards**

The Contractor shall decide standard Prior Authorization requests within seventy-two (72) Hours of receipt of the request or as expeditiously as the SoonerSelect Dental Enrollee's health requires. If the SoonerSelect Dental Provider indicates, or the Contractor is aware, that adhering to the standard seventy-two (72) Hour timeframe could jeopardize the Enrollee's life, health, or ability to attain, maintain, or regain maximum function, the Contractor shall make an authorization decision as expeditiously as necessary and, in no event, later than twenty-four (24) Hours after receipt of the request for service.

If the Enrollee, or Provider on behalf of the SoonerSelect Dental Enrollee in the case of standard authorizations, requests the extension or if the Contractor can justify to OHCA the need for additional information and show that the extension is in the SoonerSelect Dental Enrollee's best interest, the Contractor may have an extension of up to fourteen (14) Days and at least forty-eight (48) Hours to complete the PA request, in accordance with a process to be defined by OHCA. If an extension is granted that is not requested by the SoonerSelect Dental Enrollee, the Contractor shall provide the SoonerSelect Dental Enrollee with a written explanation and information on how an Appeal may be filed in response to the extension.

#### **1.8.5.3 Prior Authorization Approval Notices**

The Contractor shall provide written notification in accordance with 42 C.F.R. § 438.10 to SoonerSelect Dental Enrollees and Providers when a service request is authorized. When the Contractor denies a Prior Authorization request or authorizes services in an amount, duration or scope less than requested, the Contractor shall send a notice in accordance with Section 1.16.6: "Adverse Benefit Determinations" of this Contract.

#### **1.8.5.4 Retrospective Review**

The Contractor shall develop retrospective review policies and procedures as part of its Dental Management Program. The retrospective review component of the Dental Management Program shall evaluate the appropriateness of care previously received by a SoonerSelect Dental Enrollee.

The Contractor shall ensure the retrospective review process evaluates suspended claims within fourteen (14) Days or sooner, if feasible, and shall deliver the decision on coverage to the Provider no later than the next Business Day after a decision is reached.

#### **1.8.5.5 Authorization Denials and Peer-to-Peer Review**

In accordance with 42 C.F.R. § 438.210(b)(3), any decision to deny a Prior Authorization request or to authorize a service in an amount, duration, or scope that is less than requested shall be made by an individual who has appropriate expertise in addressing the SoonerSelect Dental Enrollee's healthcare needs.

The Contractor shall permit Providers to request a peer-to-peer review process for all Prior Authorization denials or authorizations in an amount, duration, or scope less than requested. The Contractor shall provide a prompt opportunity for peer-to-peer conversations with licensed clinical staff of the same or similar specialty which shall include, but not be limited to, Oklahoma-licensed clinical staff upon Adverse Determination; and establish uniform rules for Medicaid Provider or Enrollee Appeals across all Contracted Entities in accordance with 56 O.S. § 4002.6(J)(2) as per the methodology described in Section 1.16.6: "Adverse Benefit Determinations."

#### **1.8.5.6 Direct Access to Specialists**

In accordance with 42 C.F.R. § 438.208(c)(4), for SoonerSelect Dental Enrollees with Special Health Care Needs, if it is determined through a comprehensive dental assessment that there is a need for a course of treatment or regular care monitoring, the Contractor shall have a mechanism in place to allow SoonerSelect Dental Enrollees to directly access a specialist as appropriate for the SoonerSelect Dental Enrollee's condition and identified needs.

### **1.8.6 Coordination with Other SoonerCare Programs**

In accordance with 42 C.F.R. §§ 438.208(b)(2)(ii) – (iv), the Contractor shall implement procedures to coordinate services delivered under this Contract with the services the SoonerSelect Dental Enrollee receives from:

- a. The SoonerSelect Contracted Entities;
- b. The SoonerSelect Children's Specialty Program Contracted Entity;
- c. The fee-for-service SoonerCare program;
- d. Local Oklahoma Provider Associations, as applicable; and
- e. Community, LOPOs, and social support Providers.

The Contractor's policies and procedures for coordination under this section shall be subject to OHCA review and approval and will be designed to ensure continuity of care and avoid duplication.

## **1.9 Transition of Care (TOC)**

### **1.9.1 TOC General Provisions**

The Contractor shall take all necessary steps to ensure continuity of care when SoonerSelect Dental Enrollees transition to the Contractor from another Dental Benefit Manager or SoonerCare program. The Contractor shall ensure that established SoonerSelect Dental Enrollee and Provider relationships, current services and existing Prior Authorizations and Care Plans will remain in place during the Continuity of Care Period in accordance with the requirements outlined in this section. Transition to the Contractor shall be as seamless as possible for SoonerSelect Dental Enrollees and their Providers.

The Contractor shall take special care to provide continuity of care for newly enrolled SoonerSelect Dental Enrollees who have oral health care needs and are under the care of existing treatment Providers and whose health could be placed in jeopardy, or who could be placed at risk of Hospitalization, if covered services are disrupted or interrupted.

The Contractor shall make TOC policies available to SoonerSelect Dental Enrollees and provide instructions to SoonerSelect Dental Enrollees on how to access continued services during the Continuity of Care Period. This information shall be available, at minimum, in the SoonerSelect Dental Enrollee Handbook, new SoonerSelect Dental Enrollee materials and via SoonerSelect Dental Enrollee call center representatives. Language used in all forms of communication shall conform with requirements specified in Section 1.11: "SoonerSelect Dental Enrollee Services" of this Contract and 42 C.F.R. § 438.10.

The Contractor shall ensure that all SoonerSelect Dental Enrollees are held harmless by Providers for payment for any existing covered services, other than required Cost Sharing, during the Continuity of Care Period.

### **1.9.2 TOC Policies and Procedures**

The Contractor shall implement a TOC policy that, at a minimum, is consistent with the requirements in 42 C.F.R. § 438.62(b)(1) and at least meets OHCA's defined TOC policy. The Contractor shall have additional TOC policies and procedures that include at least the following:

- a. A schedule that ensures that the transition does not create a lapse in a service;
- b. A process for timely information exchange (including transfer of a SoonerSelect Dental Enrollee record);
- c. A process for assuring confidentiality;
- d. A process for allowing SoonerSelect Dental Enrollees to request and be granted a change of Provider;
- e. An appropriate schedule for transitioning SoonerSelect Dental Enrollees from one (1) Provider to another when it is medically necessary for ongoing care, including a process for ensuring the

SoonerSelect Dental Enrollee's new Provider(s) are able to obtain copies of the SoonerSelect Dental Enrollee's dental records, as appropriate and consistent with federal and State law;

- f. A process for transitioning SoonerSelect Dental Enrollees from one (1) care setting to another; and
- g. A process for transitioning SoonerSelect Dental Enrollees from or to another Dental Benefit Manager.

The Contractor's TOC policy shall also ensure compliance with 42 C.F.R. § 438.62(b)(1)(vi) regarding the process for the electronic exchange of, at a minimum, the data classes and elements included in the content standard adopted at 45 C.F.R. § 170.213.

### **1.9.3 Transition of Prior Authorizations**

The Contractor shall ensure all Prior Authorizations for covered benefits in place on the day prior to the SoonerSelect Dental Enrollee's Enrollment with the Contractor remain in place for ninety (90) Days following a SoonerSelect Dental Enrollee's Enrollment. This requirement applies during both Initial Program Implementation and Steady State Operations. During the ninety (90) day Continuity of Care Period, Prior Authorizations may not be denied on the basis that the authorizing Provider is not a Participating Provider. Payment to Non-Participating Providers shall be made at the current Medicaid fee schedule rate, and in accordance with OHCA's payment timeliness standards, as outlined in Section 1.14.5.1: "Timely Claims Filing Requirements" of this Contract, during the Continuity of Care Period.

### **1.9.4 Continuity of Provider Assignment**

The Contractor shall allow SoonerSelect Dental Enrollees with an existing relationship with a Participating Provider to retain that Provider during and after transition to the Contractor. The Contractor shall continue to pay a SoonerSelect Dental Enrollee's existing Providers until such time as the Contractor can reasonably transfer the SoonerSelect Dental Enrollee to a Participating Provider without impeding service delivery necessary to the SoonerSelect Dental Enrollee's health or to prevent Hospitalization. In the event there is no Participating Provider available who meets the SoonerSelect Dental Enrollee's needs, the Contractor shall allow the SoonerSelect Dental Enrollee to retain their current Provider until either the current Provider becomes a Participating Provider or a Participating Provider who meets the SoonerSelect Dental Enrollee's needs becomes available.

Notwithstanding the foregoing, SoonerSelect Dental Enrollees shall be permitted to receive care from a Non-Participating Provider if OHCA determines that circumstances warrant out of network treatment.

### **1.9.5 TOC Between Dental Benefit Manager Contracted Entities**

When a SoonerSelect Dental Enrollee transitions from one (1) Contractor to another Contractor, and provides the appropriate authorization for release of information, the receiving Contractor shall be responsible for making a request to the surrendering Contractor for any data that will facilitate a seamless transition, including but not limited to, utilization data and Provider information. When the surrendering Contractor receives requests from the other Contractor for transition information on a former SoonerSelect Dental Enrollee, the surrendering Contractor shall transmit the information within five (5) Days for data which is available electronically, and within thirty (30) Days for data which is not

stored electronically. This includes, but is not limited to, processes for contacting the SoonerSelect Dental Enrollee's PCD Provider to coordinate the pending transition and processes to contact the SoonerSelect Dental Enrollee to assist in the transition.

If the SoonerSelect Dental Enrollee is receiving orthodontic care at the time of Enrollment or Disenrollment from one (1) Contractor to another, or from the Contractor to OHCA, the surrendering Contractor shall be responsible for payment of all remaining orthodontic care until full service(s)/treatment is completed. Upon new Contractor enrollment, the SoonerSelect Dental Enrollee becomes the financial responsibility of the receiving Contractor. It is the responsibility of the surrendering Contractor to coordinate transfer of payment to the receiving Contractor for any remaining orthodontic care required by the SoonerSelect Dental Enrollee to complete orthodontic service(s)/treatment.

If the SoonerSelect Dental Enrollee is receiving orthodontic care at the time of a Provider change within the same Contractor, the surrendering orthodontic Provider shall be responsible for the transfer of the SoonerSelect Dental Enrollee's clinical notes and treatment plans to the receiving orthodontic Provider. The Contractor shall be responsible for ensuring that payment from the surrendering orthodontic Provider for any remaining orthodontic care required by the SoonerSelect Dental Enrollee to complete orthodontic treatment is made to the receiving orthodontic Provider.

Payment is not made for treatment beyond thirty-six (36) months, if treatment time extends over the maximum allowed the Provider and/or Contractor cannot charge the member.

### **1.9.6 TOC Between SoonerSelect and SoonerSelect Children's Specialty Program Contracted Entities and Dental Benefit Manager**

The Contractor shall work with SoonerSelect and SoonerSelect Children's Specialty Program Contracted Entities to transition and coordinate care after a Dental Related Emergency Service. This may include:

- a. Communicating with SoonerSelect and SoonerSelect Children's Specialty Program Contracted Entities and Enrollees to locate Participating Providers;
- b. Providing information on dental follow-up appointments and benefits; and
- c. Providing appointment assistance.

### **1.9.7 Terminated Provider to New Provider**

The Contractor shall actively assist SoonerSelect Dental Enrollees in transitioning to another Participating Provider when a current Provider has terminated participation with the Contractor. This may include:

- a. Mail notification of Provider termination with a contact number for the Enrollee to call for reassignment;
- a. Auto assigning SoonerSelect Dental Enrollees who do not call within thirty (30) Days of notice;

- b. Sending notice of Provider reassignment; and
- b. Instructions on how to call to get reassigned to a different Provider.

### **1.9.8 Age Transitions**

The Contractor shall monitor the age status of SoonerSelect Dental Enrollees and offer assistance to SoonerSelect Dental Enrollees approaching age thresholds that will affect SoonerCare coverage or eligibility, as well as SoonerSelect Dental Enrollee transitions of care including, but not limited to, transition aged youth, transitioning from the child/adolescent healthcare system to the adult system. The Contractor shall educate these SoonerSelect Dental Enrollees or their parents/guardians concerning the upcoming changes in their coverage and shall update Care Plans in advance of the age threshold being reached, to minimize any disruption in care.

### **1.10 Quality**

The Contractor shall comply with all OHCA requirements regarding quality oversight, monitoring, and evaluation. The Contractor shall comply with OHCA's Comprehensive Quality Strategy developed in accordance with 42 C.F.R. § 438.340 and with all State and federal regulations.

The Contractor shall provide quality care that includes, at minimum:

- a. Adequate capacity and service to ensure SoonerSelect Dental Enrollee choice and timely access to appropriate services and care;
- b. Effective coordination and continuity of care;
- c. Protection of SoonerSelect Dental Enrollee rights and the provision of services in a manner that is sensitive to the cultural needs of SoonerSelect Dental Enrollees;
- d. Encouragement and assistance to SoonerSelect Dental Enrollees in participating in decisions regarding their care;
- e. Emphasis on health promotion and prevention, as well as early diagnosis, treatment, and health maintenance.
- f. Appropriate utilization of Medically Necessary services; and
- g. A continuous quality improvement approach.

#### **1.10.1 Quality Rating System**

OHCA shall develop and implement a Medicaid Managed Care Quality Rating System, in accordance with 42 C.F.R. § 438.334, to evaluate the annual performance of all Contractors participating in the SoonerSelect Dental program. The Contractor shall comply with all necessary OHCA reporting requirements for the quality rating system adopted by OHCA.

As part of the Quality Rating System, OHCA will develop a scorecard that compares each Contractor and will include the elements required by 56 O.S. § 4002.11. The scorecard will be compiled quarterly and

will consist of the information obtained during the prior quarter. The scorecard will, at a minimum, consist of:

- a. Average speed of authorization of services;
- b. Rates of denials of Medicaid reimbursable services when a complete authorization request is submitted in a timely manner;
- c. SoonerSelect Dental Enrollee satisfaction survey results; and
- d. Provider satisfaction survey results.

OHCA reserves the right to include other criteria. In accordance with 42 C.F.R. § 438.334(d), OHCA shall issue an annual quality rating to the Contractor based on the performance measures collected. OHCA shall prominently display the quality rating given to the Contractor by OHCA on OHCA's website in accordance with 42 C.F.R. § 438.334(e) and in a manner that complies with the standards at 42 C.F.R. § 438.10(d).

### **1.10.2 External Quality Review**

In accordance with 42 C.F.R. § 438.350, the Contractor shall undergo an annual, independent external quality review (EQR) of timeliness and access to the services covered under this Contract. To conduct this EQR, OHCA will retain the services of a qualified External Quality Review Organization (EQRO) in accordance with the qualifications for competence and independence at 42 C.F.R. § 438.354. The SoonerSelect Dental program EQRO retained by OHCA shall conduct EQR activities including all necessary audits and review of information in accordance with 42 C.F.R. § 438.358(b), as well as any additional optional audits and review of information outlined in 42 C.F.R. § 438.358(c), that further OHCA's management and oversight of the SoonerSelect Dental program. All EQRO-related quality activities performed by the SoonerSelect Dental program EQRO will comply with all State and federal regulations, including 42 C.F.R. § 438.358. The Contractor shall cooperate fully with the EQRO and demonstrate to the SoonerSelect Dental program EQRO the Contractor's compliance with managed care regulations and quality standards as set forth in federal regulation and OHCA's policy.

The EQRO will conduct the following mandatory activities, in accordance with 42 C.F.R. § 438.358(b):

- a. Validation of the Contractor's Performance Improvement Projects (PIPs) required in accordance with 42 C.F.R. § 438.330(b)(1) that were underway during the preceding twelve (12) months;
- b. Validation of the Contractor's performance measures required in accordance with 42 C.F.R. § 438.330(b)(2) or Contractor performance measures calculated by the State during the preceding twelve (12) months;
- c. A review, conducted within the previous three (3) year period, to determine the Contractor's compliance with the standards set forth in 42 C.F.R. Subpart D and the Quality Assessment and Performance Improvement Requirements (QAPI) described at 42 C.F.R. § 438.330; and
- d. Validation of the Contractor's network adequacy during the preceding twelve (12) months to comply with requirements set forth in 42 C.F.R. §§ 438.68 and 438.14(b)(1).

OHCA may elect to have the SoonerSelect Dental program EQRO perform the following optional review activities in accordance with 42 C.F.R. § 438.358(c):

- a. Validation of the Contractor's Encounter Data;
- b. Administration or Validation of Contractor Enrollee SoonerSelect Dental Enrollee or Provider surveys of quality of care;
- a. Calculation of performance measures in addition to those reported by the Contractor;
- b. PIPs in addition to those conducted by the Contractor;
- c. Studies on quality that focus on a particular aspect of clinical or nonclinical services at a point in time; and
- d. Assisting with the quality rating of the Contractor.

The SoonerSelect Dental program EQRO will produce an annual External Quality Review Technical Report on quality outcomes, including timeliness of services and access to services covered by the SoonerSelect Dental program. The Report will detail, analyze, and aggregate the data from all activities conducted in accordance with 42 C.F.R. § 438.358. The Report must include:

- a. The results of the EQR-related activities;
- b. The EQRO's assessment of each DBM's strengths and weaknesses related to quality, timeliness, and access;
- c. Recommendations for improving the quality of Health Care Services furnished by each DBM and recommendations for how the State can target goals and objectives in the State quality strategy;
- d. Methodologically appropriate, comparative information about all DBMs; and
- e. An assessment of the degree to which each DBM has addressed the recommendations for quality improvement made by the EQRO during the previous year's EQR.

The information obtained by the SoonerSelect Dental program EQRO will be obtained consistent with protocols established in 42 C.F.R. § 438.352 and the results made available as specified in 42 C.F.R. § 438.364.

The Contractor shall participate with the SoonerSelect Dental program EQRO in various other tasks and projects identified by OHCA to gauge Contractor performance in a variety of areas, including, but not limited to management of special populations. The Contractor shall ensure that the SoonerSelect Dental Program EQRO has sufficient information to carry out this review.

As provided in 42 C.F.R. § 438.358(d), OHCA may also request that the SoonerSelect Dental program EQRO provide technical assistance to the Contractor in conducting activities relating to the mandatory and optional activities described in this section.



OHCA reserves the right, pursuant to 42 C.F.R. § 438.362, to exempt the Contractor from the EQR if all conditions of 42 C.F.R. § 438.362(a) and all other relevant State and federal regulations are met and OHCA determines it is the appropriate course of action.

### **1.10.3 Quality Assessment and Performance Improvement (QAPI) Program**

#### **1.10.3.1 QAPI Program**

In accordance with 42 C.F.R. § 438.330(a)(1), the Contractor shall establish and implement an ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) program for the services it furnishes. The Contractor's QAPI program shall comply with all requirements of State and federal law and regulations. The QAPI program shall use standards and guidelines from the Contractor's Accrediting Entity including standards for Quality Management, Quality Improvement, Quality Assessment, and Performance Improvement Programs.

The QAPI program shall include all of the following, at minimum:

- a. PIPs that evaluate clinical and nonclinical areas, in accordance with 42 C.F.R. §§ 438.330(b)(1) and (d)(1), including all SoonerSelect Dental program population groups, care settings, and types of services.
- b. In accordance with 42 C.F.R. § 438.330(b)(2), collection of and submission of performance measurement data, including the performance measures determined by OHCA as required pursuant to 42 C.F.R. § 438.330(c)(1)(i), or as determined by CMS in the event CMS identifies standard required measures pursuant to 42 C.F.R. § 438(a)(2).
- c. Mechanisms to detect both underutilization and overutilization of services, in accordance with 42 C.F.R. § 438.330(b)(3).
- d. Assess the quality and appropriateness of care furnished to SoonerSelect Dental Enrollees with Special Health Care Needs, in accordance with 42 C.F.R. § 438.330(b)(4). SoonerSelect Dental Enrollees with Special Health Care Needs will be defined by OHCA in the quality strategy developed pursuant to 42 C.F.R. § 438.340.

OHCA or its designee shall perform oversight and monitoring functions, evaluate the impact and effectiveness of the Contractor's QAPI program, review performance and all reporting, and monitor the SoonerSelect Dental program contractual obligations. The Contractor shall be responsible for the day-to-day performance and operational requirements. The Contractor shall report to OHCA Quality Advisory Committee in accordance with 56 O.S. § 4002.13. Any changes to the QAPI program structure shall require prior written approval from OHCA, ninety (90) Days prior to implementation.

The Contractor shall review, evaluate, and report outcome data to the OHCA at least quarterly for performance improvement, recommendations, and interventions. The Contractor shall include QAPI activities to improve health care disparities identified through data collection.

The Contractor shall use the results of QAPI activities to improve the quality of SoonerSelect Dental Enrollee oral health, with appropriate input from Participating Providers and SoonerSelect Dental

Enrollees. The Contractor shall take appropriate action to address service delivery, Provider and other QAPI issues as they are identified. The Contractor shall make all information about its QAPI program available to Providers and SoonerSelect Dental Enrollees. The Contractor shall provide technical assistance, CAPs and, follow-up activities as necessary to Participating Providers to assist them in improving their performance.

The Contractor may be required to conduct special focused studies as determined by OHCA and shall participate in workgroups and agree to establish and implement policies and procedures that are agreed to and described by OHCA in order to address specific quality concerns.

OHCA reserves the right to require the Contractor to develop a process for its own evaluation of the impact and effectiveness of its QAPI program.

### **1.10.3.2 Oversight of QAPI Program**

The Contractor shall have a Quality Department within its organizational structure that is separate and distinct from all other units or departments. The Quality Department shall be accountable to the Contractor's Governing Body and executive management team, who set strategic direction for the QAPI program and ensure that the QAPI plan is incorporated into the Contractor's operations.

The Contractor shall have a Quality Improvement Committee (QIC), chaired by the Contractor's Dental Director that oversees all QAPI functions. Other QIC representatives shall be selected to meet the needs of the Contractor but must include representation from the following functional areas:

- a. Quality Improvement;
- b. Grievances and Appeals;
- c. Dental Service Utilization Management;
- d. Credentialing;
- e. Compliance;
- f. SoonerSelect Dental Enrollee Care Support Staff (at least one (1) staff member); and
- g. Minimum of two (2) representatives of Local Oklahoma Provider Organizations (with one (1) representative shall serve as chair or co-chair).

Individual staff members may serve in multiple roles on the QIC if they also serve in multiple positions within the Contractor's organization. The QIC shall meet no less than quarterly. Its responsibilities shall include the development and implementation of a written QAPI plan, which incorporates the strategic direction provided by the Governing Body and executive management team.

The QIC shall:

- a. Direct and review QAPI activities;
- b. Analyze and evaluate the results of QAPI activities and suggest new or improved activities;

- c. Ensure that Participating Providers and other stakeholders are involved in the QAPI program;
- d. Direct task forces or committees in specific improvement areas;
- e. Review quality of care complaints;
- f. Publicize findings to appropriate staff and departments within the Contractor's organization;
- g. Report findings and recommendations to the Contractor's executive management team;
- h. Direct and analyze periodic reviews of SoonerSelect Dental Enrollees' service utilization patterns, institute needed action, and ensure that appropriate follow-up occurs; and
- i. Review and approve the QAPI work plan and annual evaluation.

The QIC shall keep written minutes of all committee and sub-committee meetings. A copy of the signed and dated written minutes for each meeting shall be available on file after the completion of the following QIC meeting in which the minutes are approved. Minutes shall be available for review upon request by OHCA and during the annual on-site EQRO review or accreditation review.

### **1.10.3 QAPI Documentation**

The Contractor shall submit an annual QAPI program description and associated work plan to OHCA that addresses its strategies for performance improvement and for conducting the quality management activities described in this Section. In addition, the Contractor shall submit an annual evaluation of the previous year's QAPI program to OHCA. The Contractor's QAPI program description, work plan and program evaluation shall be submitted exclusive to Oklahoma Medicaid and shall not contain documentation from any other state Medicaid program(s). The annual QAPI program description, associated work plan, and program evaluation shall be submitted as specified in the Reporting Manual.

The QAPI program description shall include goals, objectives, structure, and policies and procedures. At a minimum, the QAPI program description shall include the following:

- a. Guiding philosophy and strategic direction for the QAPI program;
- b. Communication mechanism between the Contractor's executive management team and the QIC;
- c. QAPI program committee structure, including specific committees, committee representatives and why the representatives were chosen;
- d. Roles of SoonerSelect Dental Enrollee and Provider representatives on the QIC;
- e. Process for selecting and directing task forces or subcommittees;
- f. Types of training, including any quality protocols developed by the CMS, provided to quality staff and QIC members;
- g. Specific components of the QAPI plan;

- h. Process the QAPI program will use to review and suggest new or improved quality activities;
- i. Process to report findings to appropriate executive leadership, staff, and departments within the Contractor's organization, as well as relevant stakeholders, such as Participating Providers;
- j. Methodology for which and how many Participating Providers to profile and how measures for profiling will be selected;
- k. Process for selecting evaluation and study design procedures;
- l. How data will be collected and used;
- m. How the Contractor will ensure that QAPI program activities take place throughout the Contractor's organization and the procedures to document results;
- n. The Health Management Information systems that will support the QAPI program;
- o. Process for reporting findings to OHCA, Participating Providers, and SoonerSelect Dental Enrollees; and
- p. Process for annual program evaluation.

The annual QAPI work plan shall contain the scope, objectives, planned activities, timeframes, and data indicators for tracking performance and other relevant QAPI information.

The annual QAPI program evaluation to OHCA shall include, the following, at minimum:

- a. A description of ongoing and completed QAPI activities;
- b. Measures that are trended to assess performance;
- c. Year-over-year findings that contain an analysis of demonstrable improvements in the quality of clinical care and service;
- d. Development of future QAPI work plans based on previous year findings;
- e. Results of QAPI projects and reviews;
- f. Healthcare Effectiveness Data and Information Set (HEDIS®), Consumer Assessment of Healthcare Providers and Systems (CAHPS®) Survey, OHCA scorecards, and other performance measure results;
- g. Monitoring and evaluation of non-clinical aspects of service with timely resolution of problems and improvement in processes; and
- h. Monitoring and evaluation of Network quality, including, at minimum:
  - i. Credentialing and recredentialing processes,
  - ii. Performance Improvement Projects,

- iii. Performance measurement,
- iv. Problem resolution and improvement approach and strategy,
- v. Annual program evaluation,
- vi. Metrics for monitoring the quality and performance of Participating Providers related to their continued participation in the Contractor's network.

In accordance with 42 C.F.R. § 438.330(e)(1), OHCA or its designees shall annually review the impact and effectiveness of the Contractor's QAPI program. This review shall utilize a variety of methods, including, but not limited to:

- a. Reviewing, evaluating, and reporting all QAPI Program documents, the Contractor's performance measures, and Contractor reports regularly required by OHCA or its designees;
- b. Reviewing outcomes and trended results of the Contractor's Performance Improvement Projects;
- c. Reviewing, evaluating, or validating implementation of specific policies and procedures or special reports relating to areas such as SoonerSelect Dental Enrollee choice, rights and protections, services provided to SoonerSelect Dental Enrollees with Special Health Care Needs, utilization management, Network access standards, measurement and improvement standards, Clinical Practice Guidelines, and continuity and coordination of care;
- d. Performing medical records reviews; and
- e. Conducting on-site reviews to interview the Contractor's staff for clarification, to review records, or to validate implementation of processes and procedures.

The Contractor shall furnish specific data requested in order for OHCA and its designees to conduct evaluations, including medical records, Participating Provider credentialing records, Provider reimbursement records, utilization reports, the Contractor's personnel records and any other documents and files as required by OHCA and its designees.

## **1.10.4 Surveys**

### **1.10.4.1 Consumer Assessment of Healthcare Providers and Systems (CAHPS®) Surveys**

The Contractor shall conduct annual CAHPS® surveys. Annual CAHPS® survey reports will be due to OHCA no later than June 15th of each year. OHCA, based on the recommendations of the Oklahoma Medicaid Quality Advisory Committee, will identify a single survey vendor to administer the surveys. The Contractor shall enter into an agreement with the chosen vendor to perform annual CAHPS® surveys. The vendor shall perform the CAHPS® Health Plan Survey 5.1H CHIP, non-CHIP Child, and Adult dental surveys.

The Contractor shall submit to OHCA by November 1st of each year a proposal for survey administration and reporting that includes the sampling methodology, administration protocol, analysis plan, and reporting description.

Survey results shall be reported to OHCA separately for each required CAHPS® survey listed above. Survey results shall be submitted to OHCA, NCQA, Agency for Healthcare Research and Quality (AHRQ), and OHCA’s SoonerSelect Dental program EQRO annually as required in Section 1.21: “Reporting” of this Contract.

The Contractor shall:

- a. Use the annual CAHPS® results in the Contractor’s internal QAPI plan by using areas of decreased satisfaction as areas for targeted improvement;
- b. Include additional survey questions that are specified by OHCA in addition to the CAHPS®;
- c. Make available results of the surveys to Participating Providers, OHCA, SoonerSelect Dental Enrollees and families/caregivers;
- d. Demonstrate consistent and sustainable patterns of acceptable performance and/or improvement from year to year in the overall survey results; and
- e. Have mechanisms in place to incorporate survey results in the QAPI plan for program improvements and systems improvements.

At its discretion, OHCA reserves the right to implement additional surveys. The Contractor shall conduct any additional surveys under the same process, where appropriate, as outlined in this Section.

#### **1.10.4.2 Provider Satisfaction Surveys**

The Contractor shall conduct an annual Participating Provider satisfaction survey that is inclusive of all Participating Providers. OHCA will collaborate with the Contractor and other SoonerSelect Dental Contractors to review and approve a uniform set of Provider satisfaction measures and a uniform survey instrument. The Contractor shall conduct the survey and compile and analyze its survey results for submission to OHCA annually.

The survey instrument shall include the following domains:

- a. Provider relations and communication;
- b. Clinical management processes;
- c. Authorization processes, including denials and Appeals;
- d. Timeliness of claims payment and assistance with claims processing;
- e. Grievance resolution process; and
- f. Care Management support.

The survey report results shall include a summary of the survey methods and findings for oral health Providers, with an analysis of opportunities for improvement.

The Contractor shall provide the survey results to OHCA with an action plan to address the results of the survey in accordance with Section 1.21: "Reporting" of this Contract.

### **1.10.5 Quality Performance Measures**

The Contractor shall comply with all OHCA's requirements to improve performance for OHCA-established quality performance measures. Annually, the Contractor shall submit a Quality Performance Measure Report for all quality performance measures established by OHCA pursuant to 42 C.F.R. § 438.330(c)(1)(i) and listed in this Section. Quality performance measures shall:

- a. Be modified annually by OHCA or CMS and published in advance;
- b. Be specific to the SoonerSelect Dental program population; and
- c. Include target performance rates that will increase annually.

Annually, the Contractor shall complete the specified measures designated by OHCA as relevant to the SoonerSelect Dental Enrollees being served in the SoonerSelect Dental program. The Contractor shall Contract with an NCQA-certified HEDIS® auditor to validate the processes of the Contractor in accordance with NCQA requirements. The Contractor shall submit to OHCA a copy of the signed Contract with the NCQA-approved vendor to perform the HEDIS® audit. Audited HEDIS® results shall be submitted to OHCA, NCQA and OHCA's SoonerSelect Dental Program EQRO annually as required in Section 1.21: "Reporting" of this Contract.

In addition to OHCA-established quality performance measures, the Contractor shall report EPSDT information utilizing Encounter Data submissions in accordance with specifications for the CMS-416 report. This report includes information on EPSDT participation, percentage of Children identified for referral, percentage of Children receiving follow-up services in a timely manner, and other measures.

The Contractor shall meet OHCA-specified performance targets for all quality performance measures. The performance targets for each of the required measures shall be determined by OHCA in collaboration with the Contractor and other SoonerSelect Dental Contractors.

Although quality performance targets will be updated annually, OHCA, at its discretion, may change these targets and/or change the timelines associated with meeting the targets. The quality performance targets will be incorporated into the comprehensive Uniform Performance Monitoring Data Set described in Section 1.22.2: "Value-Based Contracting" and Appendix 1C: "Performance Withhold Program" of this Contract.

OHCA shall post information about quality measures and performance outcomes on OHCA's website. This information shall be updated at least annually, or as needed.

If OHCA determines that the Contractor's performance relative to any of the quality performance targets is not acceptable, OHCA may require the Contractor to submit a CAP in accordance with Section 1.23: "Remedies and Disputes" of this Contract. OHCA shall specify a time period for Contractor's submission of a CAP. OHCA also may impose Administrative Remedies for failure to meet quality

performance targets or demonstrate improvement in a measure rate in accordance with Section 1.23.2.4: “Administrative Remedies” of this Contract. When considering whether to impose Administrative Remedies, OHCA may consider the Contractor’s cumulative performance on all quality performance measures.

A report, certification, or other information required for performance measure reporting is incomplete when it does not contain all data required by OHCA or when it contains inaccurate data. A report that is incomplete or contains inaccurate data shall be considered deficient and each instance shall be subject to Administrative Remedies as described in Section 1.23.2.4: “Administrative Remedies” of this Contract.

A report or certification is “false” if completed or made with the knowledge of the preparer or a superior of the preparer that it contains data or information that is not true or not accurate. The Contractor shall submit a detailed explanation for any measure marked as “not reported” (NR). A report that contains an “NR” due to bias for any or all measures by the HEDIS® auditor, or is “false,” shall be considered deficient and will be subject to Administrative Remedies as described in Section 1.23.2.4: “Administrative Remedies” of this Contract.

#### **1.10.5.1 Oral Health Performance Measures**

The Contractor shall be responsible for reporting on the oral health performance measures that are provided in Appendix 1C: “Performance Withhold Program” of this Contract and are subject to change. The Contractor will also be responsible for reporting on any OHCA identified tracking measures that are not tied to the Performance Withhold Program.

#### **1.10.6 Performance Improvement Projects (PIPs)**

Contractors are required to conduct at least two (2) PIPs annually. For Rating Period one (1), the Contractor shall propose, subject to OHCA’s approval, one (1) non-clinical, and one (1) clinical PIP. In subsequent years, PIP topics may be identified by CMS, the Contractor, or OHCA. All PIPs are subject to final approval by OHCA.

Each PIP must be designed to achieve significant improvement, sustained over time, in health outcomes and SoonerSelect Dental Enrollee satisfaction, in accordance with 42 C.F.R. § 438.330(d)(2), and must include the following elements set forth at 42 C.F.R. § 438.330(d)(2)(i)-(iv):

- a. Measurement of performance using objective quality indicators;
- b. Implementation of interventions to achieve improvement in the access to and quality of care;
- c. Evaluation of the effectiveness of the intervention based on the performance measures collected as part of the PIP; and
- d. Planning and initiation of activities for increasing or sustaining improvement.

In accordance with 42 C.F.R. § 438.330(d)(3), the Contractor shall report the status and results of each PIP as requested by OHCA, which shall be no less than annually, or as needed. Improvement must be measured through comparison of a baseline measurement and an initial re-measurement following application of an intervention. Annual changes shall be evaluated for statistical significance using a



ninety-five percent (95%) confidence interval. Status reports on PIPs may be requested more frequently by OHCA.

PIPs are subject to annual independent Validation by the SoonerSelect Dental Program EQRO to ensure compliance with CMS protocols and OHCA's policy, including timeline requirements.

PIPs that have successfully achieved sustained improvement, as approved by OHCA, shall be considered complete and shall not meet the requirement for one (1) of the number of PIPs required by OHCA, although the Contractor may wish to continue to monitor the performance indicator as part of its overall QAPI program. In this event, the Contractor shall select a new PIP and submit it to OHCA for approval.

### **1.10.7 Addressing Health Disparities**

The Contractor shall participate in, and support OHCA's efforts to reduce health disparities. According to the U.S. Department of Health and Human Services Office of Minority Health, and for the purposes of this Contract, a health disparity is "a particular type of health difference closely linked with social or economic disadvantage." Health disparities adversely affect groups of people who have systematically experienced greater social and/or economic obstacles to health based on characteristics historically linked to discrimination or exclusion (e.g., race or ethnic group; religion; socioeconomic status; gender; age; mental health; cognitive, sensory, or physical disability; sexual orientation; or geographic location). To further advance OHCA's efforts to achieve health equity, the Contractor shall collect and use SoonerSelect Dental Enrollee-identified race, ethnicity, language, and Social Determinants of Health data to identify and reduce disparities in health care access, services, and outcomes. This includes, where possible, stratifying HEDIS® and CAHPS®, and Health Risk Assessment results by race, ethnicity, or other relevant demographics, and implementing a strategy to reduce identified disparities. The Contractor shall maintain health equity representatives who are actively involved in improvement initiatives to reduce disparities by: obtaining input from SoonerSelect Dental Enrollees and from Providers of direct services which are intended to reduce adverse health outcomes among SoonerSelect Dental Enrollees, determining the root cause of inequities, developing targeted interventions and measures, and collecting and analyzing data to track progress in disparity reduction efforts.

### **1.10.8 Provider Profiling**

The Contractor shall conduct PCD Provider and other Participating Provider profiling activities at least quarterly, or as needed. As part of its QAPI Program, the Contractor shall describe the methodology it uses to identify which and how many Participating Providers to profile and to identify measures to use for profiling such Providers.

Provider profiling activities shall include, without limitation:

- a. Developing PCD Provider and other Provider-specific reports that include a multi-dimensional assessment of a PCD Provider or other Participating Provider's performance using clinical, administrative and SoonerSelect Dental Enrollee satisfaction indicators of care that are accurate, measurable, and relevant to the enrolled population;
- b. Establishing PCD Provider, other Participating Provider, group, service area, or regional benchmarks for areas profiled, where applicable; and

- c. Providing feedback to individual PCD Providers and other Participating Providers regarding the results of their performance and the overall performance of the Contractor's Participating Provider network.

## **1.10.9 Dental Records**

### **1.10.9.1 Dental Record Standards**

As part of its QAPI Program, the Contractor shall establish dental records standards, as well as a record review system to assess and ensure conformity with the standards. The standards shall, at a minimum:

- a. Require that the dental record be maintained by the Provider;
- b. Ensure that OHCA's personnel or personnel contracted by OHCA have access to all records, if access to the records is needed to perform the duties under this Contract and to administer the Medicaid program;
- c. Comply with any and all State and federal laws regarding confidentiality;
- d. Provide OHCA or its designee(s) with prompt access to SoonerSelect Dental Enrollees' dental records;
- e. Provide SoonerSelect Dental Enrollees with the right to request and receive copies of their dental records and to request they be amended; and
- f. Allow for paper or electronic record keeping.

The Contractor and its Participating Providers shall retain all medical records for a minimum of ten (10) years from the last date of entry in the records. For minors, the Contractor and Participating Providers shall retain all medical records during the period of minority plus a minimum of ten (10) years after the age of majority.

### **1.10.9.2 Dental/Case Record Audits**

The Contractor shall furnish specific data requested in order for OHCA to conduct the dental/case record audit, including audit of SoonerSelect Dental Enrollee care plans, Participating Provider credentialing records, service Provider reimbursement records, utilization reports, the Contractor's personnel records, and other documents and files as required under this Contract.

If the dental/case record audit and/or other document audits indicate that quality of care is not acceptable within the terms of this Contract, the Contractor shall correct the problem immediately and may be subject to Administrative Remedies.

## **1.11 SoonerSelect Dental Enrollee Services**

The Contractor shall develop and operate a SoonerSelect Dental Enrollee Services department with adequate resources and qualified staff to deliver responsive, Person-Centered Care to SoonerSelect Dental Enrollees, including those with visual, hearing, functional, or cognitive impairments.

The Contractor shall ensure that, through its written materials, SoonerSelect Dental Enrollee Services Call Center, and other SoonerSelect Dental Enrollee Services activities, it provides timely and accurate information to SoonerSelect Dental Enrollees and pursuant to 42 C.F.R. § 438.10(c)(7) has appropriate mechanisms for helping SoonerSelect Dental Enrollees and Eligibles to understand the benefits and requirements of the SoonerSelect Dental program and the Contractor's services.

### **1.11.1 Accessibility of SoonerSelect Dental Enrollee Information**

Pursuant to 42 C.F.R. § 438.10(c)(1), the Contractor must provide all required information to SoonerSelect Dental Enrollees and Beneficiaries in a manner and format that may be understood easily and is readily accessible by such SoonerSelect Dental Enrollees and Eligibles. The Contractor shall at all times comply with the requirements of 42 C.F.R. § 438.10, including for the provision of all translation, interpretation, or other auxiliary aids requested by the SoonerSelect Dental Enrollee or Eligible. All accommodations for a SoonerSelect Dental Enrollee or Eligible's special needs or reading proficiency must be provided by Contractor free of cost.

The Contractor shall develop and submit to OHCA a plan to identify and assist SoonerSelect Dental Enrollees with Limited English Proficiency (LEP) and visual and hearing impaired SoonerSelect Dental Enrollees to understand all SoonerSelect Dental Enrollee materials. The plan shall be reviewed as part of the Readiness Review.

#### **1.11.1.1 Prevalent Non-English Languages and Auxiliary Aids**

The Contractor shall make all SoonerSelect Dental Enrollee materials available in English and Spanish and other prevalent non-English languages identified by OHCA. Pursuant to 42 C.F.R. § 438.10(d)(3), the Contractor shall also make written SoonerSelect Dental Enrollee materials available in alternative formats and via auxiliary aids and services upon request of the SoonerSelect Dental Enrollee or Eligible at no cost. Alternative formats include, but are not limited to, braille, large font letters, audiotape, and verbal explanations of written materials, and through interpretation services.

Written materials that are critical to obtaining services for prospective SoonerSelect Dental Enrollees must include taglines in the prevalent non-English languages in the State, explaining the availability of written translations or oral interpretation to understand the information provided, information on how to request auxiliary aids and services, and the toll-free telephone number of the entity providing Choice Counseling services as required by 42 C.F.R. § 438.71(a). Taglines for written materials critical to obtaining services must be printed in a conspicuously visible font size.

Under this Contract, written materials critical to obtaining services includes, but is not limited to, the following written materials:

- a. All critical materials listed at 42 C.F.R. § 438.10(d)(3);

- b. The Provider directory described in Section 1.11.15: “Provider Directory” of this Contract;
- c. The SoonerSelect Dental Enrollee Handbook described in Section 1.11.5: “SoonerSelect Dental Enrollee Handbook” of this Contract;
- d. Grievance and Appeal notices; and
- e. Denial and termination notices.

The Contractor shall also identify additional languages that are prevalent among SoonerSelect Dental Enrollees. For purposes of this requirement, prevalent language is defined as any language spoken by at least five percent (5%) of the general population in the Contractor’s service area or regional area based on area coverage of Contractor.

OHCA will provide information about the SoonerSelect Dental Enrollee’s spoken language on the American National Standards Institute (ANSI) Accredited Standards Committee (ASC) X 12 834 electronic transactions. The Contractor shall utilize this information to ensure written materials are distributed in the appropriate prevalent non-English language.

When the Contractor learns the SoonerSelect Dental Enrollee requires a prevalent non-English language, a note shall be made in the SoonerSelect Dental Enrollee record and all Contractor correspondence thereafter shall be provided in both English and the required non-English language. If a non-English language is preferred, the Contractor must notify OHCA in a manner to be specified by OHCA so it may note the preferred language in their records.

**1.11.1.2 Interpretation Services**

Pursuant to 42 C.F.R. § 438.10(d)(4), the Contractor shall make interpretation services available to SoonerSelect Dental Enrollees at no cost. This includes oral interpretation and the use of auxiliary aids such as Teletype (TTY)/Telecommunications Device for the Deaf (TDD) and American Sign Language (ASL). Oral interpretation requirements apply to all non-English languages, not just those that OHCA identifies as prevalent.

Interpreters shall be made available both in-person, including at Provider’s offices, and through the telephone. For telephonic assistance, the SoonerSelect Dental Enrollee may not be made to disconnect and call a different number. The Contractor shall provide information to its Participating Providers regarding how to access interpretation services for SoonerSelect Dental Enrollees and shall notify Providers they shall not suggest or require that SoonerSelect Dental Enrollees with LEP, or who communicate through sign language, utilize friends or family as interpreters.

**1.11.1.3 SoonerSelect Dental Enrollee Notification of Interpretation Services and Alternative Formats**

Pursuant to 42 C.F.R. § 438.10(d)(5)(i) - (iii), the Contractor shall notify SoonerSelect Dental Enrollees of the following:

- a. That oral interpretation is available for any language;
- b. Written translation is available in prevalent languages;

- c. That auxiliary aids and services are available upon request and at no cost for SoonerSelect Dental Enrollees with disabilities; and
- d. How to access those services.

#### **1.11.1.4 Taglines**

Written materials that are critical to obtaining services for prospective SoonerSelect Dental Enrollees must include taglines in the prevalent non-English languages in the State, explaining the availability of written translations or oral interpretation to understand the information provided, information on how to request auxiliary aids and services, and the toll-free telephone number of the entity providing Choice Counseling services as required by 42 C.F.R. § 438.71(a). Taglines for written materials critical to obtaining services must be printed in a conspicuously visible font size.

#### **1.11.2 Cultural Competency**

Pursuant to 42 C.F.R. § 438.206(c)(2), the Contractor shall participate in OHCA’s efforts to promote the delivery of services in a culturally competent manner to all SoonerSelect Dental Enrollees, including those with LEP and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation, or gender identity.

The Contractor shall develop a cultural competency and sensitivity plan for review and approval by OHCA at the time of Readiness Review. The plan shall include guidelines for evaluating health equity and monitoring disparities in membership and service quality, especially with regard to minority groups. Elements of this plan shall address how the Contractor will:

- a. Identify organizations and advocates that could work with LEP communities and individuals in a culturally competent way;
- b. Incorporate cultural competence into the Contractor’s dental programs, including outreach and referral methods;
- c. Recruit and train culturally diverse staff that will be able to operate fluently with all SoonerSelect Dental Enrollee communities throughout the State;
- d. Ensure SoonerSelect Dental Enrollee assessments inquire about language preference;
- e. Conduct self-assessments of cultural and linguistic competence before services commence and with annual frequency thereafter;
- f. Ensure cultural competence outcomes through internal audits and performance improvement targets;
- g. Provide annual training to Participating Providers and SoonerSelect Dental Enrollee-facing staff (e.g., SoonerSelect Dental Enrollee Services and care managers (if applicable)) to ensure the delivery of culturally and linguistically appropriate care.

### **1.11.3 Written Material Guidelines**

#### **1.11.3.1 General Guidelines**

In accordance with 42 C.F.R. § 438.10(d)(6), all written materials the Contractor provides to SoonerSelect Dental Enrollees and Eligibles shall:

- a. Use easily understood language and format;
- b. Use a font size no smaller than twelve (12) point;
- c. Be available in alternative formats and through the provision of auxiliary aids and services in an appropriate manner that takes into consideration the special needs of SoonerSelect Dental Enrollees or Eligibles with disabilities or LEP;
- d. Be written at a reading level no higher than sixth grade using the Flesch-Kincaid readability test; and
- e. Comply with tagline requirements outlined in Section 1.11.1.4: "Taglines."

#### **1.11.3.2 Prior Approval Process**

The Contractor shall submit to OHCA for review and prior approval templates of all materials that will be distributed to SoonerSelect Dental Enrollees. The Contractor must develop and include a Contractor-designated inventory control number on all SoonerSelect Dental Enrollee Marketing Materials. The purpose of this inventory control number is to facilitate OHCA's review and approval of SoonerSelect Dental Enrollee Marketing Materials and document its receipt and approval of original and revised documents. All submitted content must also include a clearly marked date issued or date revised and a reading level assessment, using the Flesch-Kincaid readability test. All materials translated into a non-English language shall be submitted to OHCA with a certificate of translation that shall include an official statement in which the translator confirms that they have accurately translated the document. The Contractor shall submit in English any translated materials to facilitate OHCA review.

Should the Contractor contract with either a Subcontractor or its Participating Providers to create and/or distribute SoonerSelect Dental Enrollee Marketing Materials, the materials shall not be distributed to SoonerSelect Dental Enrollees unless the Contractor previously submitted the materials to OHCA for review and received approval.

OHCA will review the submitted materials as soon as possible but within forty-five (45) Calendar Days to ensure compliance with this Contract. Marketing Materials requiring the review of the Medical Advisory Committee as per 42 C.F.R. § 438.104(c), must be submitted by the Contractor to OHCA for review and approval ninety (90) Days prior to intended use. OHCA will review the submitted materials as soon as possible but no later than ninety (90) Days. In the event OHCA does not approve the materials, OHCA may provide comments, and the Contractor shall resubmit the SoonerSelect Dental Enrollee Marketing Materials for review. OHCA will either approve or deny the resubmission. The Contractor shall not distribute materials without OHCA approval.

**1.11.3.3 Modifications to Approved SoonerSelect Dental Enrollee Materials**

The Contractor shall not make substantive changes to materials developed for use by or distribution to SoonerSelect Dental Enrollees without OHCA’s review and prior approval.

SoonerSelect Dental Enrollee materials developed by a Subcontractor or Participating Provider operating on the Contractor’s behalf, shall not be substantively changed without OHCA’s review and prior written approval.

OHCA will review the modified SoonerSelect Dental Enrollee and Marketing Materials as soon as possible but within forty-five (45) Calendar Days to ensure compliance with this Contract. In the event OHCA does not approve the materials, OHCA may provide written comments, and the Contractor shall resubmit the Contractor SoonerSelect Dental Enrollee and Marketing Materials for review. The Contractor shall not distribute the modified materials without OHCA review and approval.

**1.11.3.4 Discontinuation of Use/Modifications to Materials after Approval**

OHCA reserves the right to notify the Contractor to discontinue or modify SoonerSelect Dental Enrollee or Marketing Materials after approval.

**1.11.3.5 Distribution Guidelines**

The Contractor shall distribute SoonerSelect Dental Enrollee materials in the preferred mode of the SoonerSelect Dental Enrollee, either via mail or electronically. Mailed materials shall be sent to the SoonerSelect Dental Enrollee’s address as provided in the ANSI ASC X 12 834 electronic transactions. The name of the Contractor and its logo shall be prominently featured, once per item, on each piece of SoonerSelect Dental Enrollee mailed materials. It should solicit updates to any information, including address.

Pursuant to 42 C.F.R. § 438.10(c)(6), the Contractor may distribute SoonerSelect Dental Enrollee materials in an electronic format instead of a paper copy with a SoonerSelect Dental Enrollee’s express prior, written consent. Enrollee materials shall not be provided electronically by the Contractor unless all the following are met:

- a. The format is readily accessible;
- b. The information is placed in a location on the Contractor’s website that is prominent and readily accessible;
- c. The information is provided in an electronic form which can be electronically retained and printed;
- d. The information is consistent with the content and language requirements specified in Section 1.11.1: “Accessibility of SoonerSelect Dental Enrollee Information” of this Contract including Section 508 of the Rehabilitation Act guidance and guidelines that provide greater accessibility to individuals with disabilities; and

- e. The Contractor informs the SoonerSelect Dental Enrollee that the information is available in paper form without charge upon request and shall be provided to the SoonerSelect Dental Enrollee upon request within five (5) Business Days.

#### **1.11.3.6 Guidelines for Email**

The Contractor may attempt to contact SoonerSelect Dental Enrollees through email unless the SoonerSelect Dental Enrollee does not have access to email or opts out of email. The Contractor shall not attempt to disseminate information about its program through purchased or rented email lists. The Contractor shall not email SoonerSelect Dental Enrollees through email addresses obtained by referrals and shall provide an opt-out process for SoonerSelect Dental Enrollees to no longer be contacted via email. If the email address provided for the SoonerSelect Dental Enrollee is non-existent, invalid, or becomes invalid or otherwise undeliverable, the Contractor shall switch back to paper correspondence and notify OHCA the email address is no longer valid in a manner to be specified by OHCA as outlined in the Reporting Manual.

#### **1.11.3.7 Guidelines for Text**

The Contractor is permitted to utilize text messaging in communicating with its SoonerSelect Dental Enrollees. If the Contractor elects to correspond with the SoonerSelect Dental Enrollee by text messaging, it shall ensure compliance with the Telephone Consumer Protection Act and all HIPAA requirements as outlined in Section 1.2.16: “Confidentiality; Health Insurance Portability and Accountability Act (HIPAA) and Business Associate Requirements” of this Contract and shall provide indemnification in Section 1.2.16.3: “Obligations of the Contractor” of this Contract. OHCA reserves the right to require prior written approval of text message content before Contractor may communicate with Contractor SoonerCare Dental Enrollees via text message.

#### **1.11.3.8 Updates to SoonerSelect Dental Enrollee Contact Information**

The Contractor shall use and regularly update a record of the modalities used to reach the SoonerSelect Dental Enrollee, and shall:

- a. Update the record based on changes in OHCA’s registered addresses and record returned mail and re-mail attempts;
- b. Call any telephone number maintained in OHCA’s records or other publicly available sources; and
- c. Notify OHCA, through a method to be specified by OHCA in the Reporting Manual, if the Contractor learns of a new address for the SoonerSelect Dental Enrollee.

#### **1.11.3.9 Monitoring Effectiveness of Contractor Materials**

The Contractor shall monitor and evaluate the effectiveness of its SoonerSelect Dental Enrollee and Eligible materials and distribution as directed by OHCA. The Contractor shall be responsible for tracking, at minimum, website hits and returned mail rates. The Contractor will be required to provide a tracking report, on a quarterly basis, to OHCA in a manner prescribed by OHCA in the Reporting Manual.



### **1.11.3.9.1 OHCA-Developed SoonerSelect Dental Enrollee Materials**

Pursuant to 42 C.F.R. § 438.10(c)(4), the Contractor shall utilize OHCA-developed definitions for managed care terminology as described in Section 1.11.3.10: “Defined Terms” of this Contract, the model SoonerSelect Dental Enrollee Handbook as described in Section 1.11.5: “SoonerSelect Dental Enrollee Handbook” of this Contract and SoonerSelect Dental Enrollee notices. The model materials developed by OHCA may include translations of SoonerSelect Dental Enrollee materials into prevalent non-English languages.

The Contractor shall be responsible for producing and distributing written materials for SoonerSelect Dental Enrollees, in addition to OHCA-developed model materials.

### **1.11.3.10 Defined Terms**

For consistency in the information provided to SoonerSelect Dental Enrollees and pursuant to 42 C.F.R. § 438.10(c)(4)(i), OHCA will develop and require the Contractor to use standardized definitions for managed care terminology, which some definitions are set forth in Appendix 1B, including:

- a. Appeal;
- b. Copayment;
- c. Dental-related emergency services;
- d. Emergency medical condition;
- e. Emergency services;
- f. Excluded services;
- g. Grievance;
- h. Medically necessary;
- i. Network;
- j. Non-participating Provider;
- k. Participating Provider;
- l. Dental services;
- m. Preauthorization;
- n. Prescription drugs;
- o. Provider; and
- p. Specialist.

### **1.11.4 New SoonerSelect Dental Enrollee Materials and Outreach**

The Contractor shall provide the following information to new SoonerSelect Dental Enrollees:

- a. SoonerSelect Dental Enrollee Handbook in accordance with the timing and content requirements of Section 1.11.5: “SoonerSelect Dental Enrollee Handbook” of this Contract;
- b. SoonerSelect Dental Enrollee ID card in accordance with the timing and content requirements of Section 1.11.6: “SoonerSelect Dental Enrollee ID Card” of this Contract; and
- c. Information regarding how to access a Provider Directory as described in Section 1.11.15: “Provider Directory” of this Contract.

Additionally, the Contractor shall make all reasonable efforts during Initial Program Implementation to contact SoonerSelect Dental Enrollees within ninety (90) Days of initial SoonerSelect Dental Enrollee enrollment and within ten (10) Days of a SoonerSelect Dental Enrollee’s enrollment effective date during Steady State Operations. Reasonable effort is defined as at least three (3) attempts to contact the SoonerSelect Dental Enrollee with at least one (1) of those attempts by telephone. The three (3) attempts by the Contractor shall not be made within the same day. Telephone attempts should be staggered between different times of the day in an effort to increase the likelihood of contacting the SoonerSelect Dental Enrollee.

Upon contacting a new SoonerSelect Dental Enrollee, the Contractor shall:

- a. Inquire about any urgent health needs, or previously scheduled services, or advise the SoonerSelect Dental Enrollee how to contact the Contractor to provide this information;
- b. Inform the SoonerSelect Dental Enrollee about their right to continue certain existing services, as applicable, in accordance with Section 1.9: “Transition of Care (TOC)” of this Contract;
- c. Review with the SoonerSelect Dental Enrollee what to do in an emergency;
- d. Inform the SoonerSelect Dental Enrollee about the Contractor’s policies with respect to obtaining covered services including how to obtain specialty dental services, if needed;
- e. Assist the SoonerSelect Dental Enrollee in selecting a PCD Provider in accordance with Section 1.11.11: “PCD Selection and Assignment” of this Contract;
- f. Provide the SoonerSelect Dental Enrollee with the Contractor’s telephone numbers and website address;
- g. Advise the SoonerSelect Dental Enrollee about opportunities available for learning about Contractor policies and benefits in greater detail; and
- h. Confirm the SoonerSelect Dental Enrollee knows how to access the Contractor’s Provider Directory.

#### **1.11.4.1 Failure to Contact**

The Contractor shall report to OHCA all SoonerSelect Dental Enrollees that it has failed to contact during the first ninety (90) Days of initial Enrollment and within ten (10) Days of the Enrollment effective date during Steady State Operations, the Days of Enrollment, and the nature and disposition of its contact attempts. OHCA will specify the reporting format and timelines in the Reporting Manual.

### **1.11.5 SoonerSelect Dental Enrollee Handbook**

#### **1.11.5.1 Distribution Timeframe**

The Contractor shall provide each SoonerSelect Dental Enrollee a SoonerSelect Dental Enrollee Handbook within ten (10) Days after receiving notice of a SoonerSelect Dental Enrollee's enrollment on the ANSI ASC X 12 834 electronic transaction and within ten (10) Days of the SoonerSelect Dental Enrollee's request for a new SoonerSelect Dental Enrollee Handbook. The SoonerSelect Dental Enrollee Handbook serves as a summary of benefits and coverage. Pursuant to 42 C.F.R. § 438.10(g)(4), the Contractor shall give each SoonerSelect Dental Enrollee notice of any change that OHCA defines as significant in the information provided in the SoonerSelect Dental Enrollee Handbook. The notice shall be provided at least thirty (30) Days before the intended effective date of the change.

#### **1.11.5.2 Distribution Methods**

Pursuant to 42 C.F.R. § 438.10(g)(3)(i)-(iv), the Contractor shall be considered to have provided a SoonerSelect Dental Enrollee Handbook to the SoonerSelect Dental Enrollee if one (1) of the following distribution methods is used:

- a. Mailing a printed copy of the SoonerSelect Dental Enrollee Handbook to the SoonerSelect Dental Enrollee's mailing address;
- b. Providing the information by email after obtaining the SoonerSelect Dental Enrollee's agreement to receive the Handbook by email;
- c. Posting the information on the Contractor's website and advising the SoonerSelect Dental Enrollee in paper or electronic form that the information is available on the Contractor's website. The Contractor shall include the applicable Uniform Resource Locator (URL) address provided that SoonerSelect Dental Enrollees with disabilities who cannot access this information online are provided auxiliary aids and services upon request at no cost; or
- d. Providing the information by any other method that can reasonably be expected to result in the SoonerSelect Dental Enrollee receiving that information.

The Contractor shall develop strategies and policies to ensure that SoonerSelect Dental Enrollee Handbooks may be delivered to homeless SoonerSelect Dental Enrollees and submit these policies to OHCA for review and approval.

#### **1.11.5.3 Number of SoonerSelect Dental Enrollee Handbooks**

If the SoonerSelect Dental Enrollee Handbook is mailed and there are two (2) or more related SoonerSelect Dental Enrollees registered to the same address, the Contractor is permitted to mail one

(1) copy to that address. The Contractor shall provide information to the SoonerSelect Dental Enrollee about how to request additional copies of the SoonerSelect Dental Enrollee Handbook.

Every SoonerSelect Dental Enrollee that opts to receive information via email shall receive an electronic version of the SoonerSelect Dental Enrollee Handbook.

#### **1.11.5.4 SoonerSelect Dental Enrollee Handbook Content**

Pursuant to 42 C.F.R. § 438.10(c)(4)(ii), the Contractor shall use OHCA's model SoonerSelect Dental Enrollee Handbook content, that includes how to exercise an Advance Directive, in developing a Contractor-specific Handbook for OHCA's review and approval. The content of the SoonerSelect Dental Enrollee Handbook shall include information that enables the SoonerSelect Dental Enrollee to understand the SoonerSelect Dental program. This information shall include at a minimum:

- a. A table of contents;
- b. Information about how to update any personal information;
- c. Information about what managed care is, with emphasis placed on Participating versus Non-Participating Providers;
- d. The amount, duration and scope of benefits provided by the Contractor in sufficient detail to ensure that SoonerSelect Dental Enrollees understand the benefits to which they are entitled, including information about the EPSDT benefit and how to access component services;
- e. Procedures for obtaining benefits, including any policies, procedures, and requirements for PAs and/or referrals for specialty care and for other benefits not furnished by the SoonerSelect Dental Enrollee's PCD Provider;
- f. Information required AI/AN-specific policies and procedures, including:
  - i. Opt-in policies, and
  - ii. Rights in accessing care as described in Section 1.15: "American Indian/Alaska Native Population and Indian Health Care Providers" of this Contract;
- g. Limitations or exclusions to benefits;
- h. Information on how to access all services, including but not limited to EPSDT;
- i. Information on how to access services when out-of-state;
- j. How and where to access any benefits provided by OHCA and the Dental Benefit Manager;
- k. Cost Sharing on any benefits,
- l. The toll-free telephone number and hours of operation for the:
  - i. SoonerSelect Dental Enrollee Services Call Center,
  - ii. Any other Contractor unit providing services directly to SoonerSelect Dental Enrollees;

- m. Any restrictions on the SoonerSelect Dental Enrollee’s freedom of choice among Participating Providers;
- n. The process for selecting and changing the SoonerSelect Dental Enrollee’s PCD Provider;
- o. The extent to which, and how, SoonerSelect Dental Enrollees may obtain benefits from Non-Participating Providers;
- p. An assurance of non-discrimination of services;
- q. SoonerSelect Dental Enrollee rights and responsibilities, including the SoonerSelect Dental Enrollee’s right to:
  - i. Receive information on Enrollee and plan information;
  - ii. Be treated with respect and with due consideration for dignity and privacy;
  - iii. Receive information on available treatment options and alternatives, presented in a manner appropriate to the SoonerSelect Dental Enrollee’s condition and ability to understand;
  - iv. Participate in decisions regarding their health care, including the right to refuse treatment;
  - v. Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation;
  - vi. Request and receive a copy of their dental records and request that they be amended or corrected in accordance with HIPAA Rules and other applicable federal and State laws and regulations; and
  - vii. Obtain available and accessible oral health care services covered under the Contract;
- r. Grievance, Appeal, and State Fair Hearing procedures and timeframes, including:
  - i. The right to file Grievance and Appeal;
  - ii. Requirements and timeframes for filing a Grievance or Appeal;
  - iii. The availability of assistance in the filing process;
  - iv. The right to request a State Fair Hearing after the Contractor has made a determination on the SoonerSelect Dental Enrollee’s Appeal which is adverse to the SoonerSelect Dental Enrollee; and
  - v. The fact that, when requested by the SoonerSelect Dental Enrollee, benefits that the Contractor seeks to reduce or terminate will continue if the SoonerSelect Dental Enrollee files an Appeal or requests a State Fair Hearing within the timeframes specified for filing. The SoonerSelect Dental Enrollee may, consistent with State policy, be required to pay the cost of services furnished while the Appeal or State Fair Hearing is pending if the final decision is adverse to the SoonerSelect Dental Enrollee.
- s. How to access auxiliary aids and services, including additional information in alternative formats or languages;
- t. Information on how to report suspected Fraud or Abuse;
- u. The process of selecting and changing the SoonerSelect Dental Enrollee’s PCD Provider;

- v. Explanation of the role of the PCD Provider;
- w. An explanation of how SoonerSelect Dental Enrollee care needs, conditions and geographic location will factor into the assignment of a PCD Provider;
- x. Transition of care policies for SoonerSelect Dental Enrollees and Eligibles;
- y. The role of the SoonerSelect Dental Enrollee care/services department and how to contact this individual or department;
- z. Explanation of circumstances in which the SoonerSelect Dental Enrollee may be billed for services or fees;
- aa. General health and wellness literacy information;
- bb. Explanation about how to disenroll from the Contractor's plan; and
- cc. Any other content required by OHCA.

The SoonerSelect Dental Enrollee Handbook shall also explicitly outline the following SoonerSelect Dental Enrollee responsibilities:

- a. Checking OHCA/Contractor's information, correcting inaccuracies, and allowing government agencies, employers, and Providers to release records to OHCA/Contractor;
- b. Notifying OHCA/Contractor within ten (10) Days if there are changes in income, the number of people living in the home, address, or mailbox changes or Health Insurance changes;
- c. Transferring, assigning, and authorizing to OHCA all claims the SoonerSelect Dental Enrollee may have against Health Insurance, liability insurance companies, or other third-parties. This includes payments for dental services made by OHCA for the SoonerSelect Dental Enrollee's dependents;
- d. Responding to requests from the OHS Office of Child Support Services;
- e. Allowing SoonerCare to collect payments from anyone who is required to pay for medical care;
- f. Sharing necessary medical information with any insurance company, person or entity who is responsible for paying the bill;
- g. Inspecting any dental records to see if claims for services can be paid;
- h. Obtaining permission for OHS or OHCA to make payment or Overpayment decisions;
- i. Storing their identification card and knowing their Social Security Number to receive Health Care Services or prescriptions;
- j. Confirming that any care received is covered;
- k. Cost Sharing; and

- I. Ensuring all information provided to OHCA/Contractor is complete and true upon penalty of Fraud or perjury.

### **1.11.6 SoonerSelect Dental Enrollee ID Card**

The Contractor shall distribute a physical, paper SoonerSelect Dental Enrollee ID card to each SoonerSelect Dental enrolled in a household within seven (7) Days of receiving the ANSI ASC X 12 834 electronic transactions from OHCA. Following the distribution of the initial ID card, the Contractor must provide the SoonerSelect Dental Enrollee the option to receive an electronic ID card, or a permanent, physical ID card that must be made out of durable material suitable for everyday use, such as durable laminated paper.

If the SoonerSelect Dental Enrollee loses their SoonerSelect Dental Enrollee ID card, or the SoonerSelect Dental Enrollee's information changes, the Contractor shall update and reissue the SoonerSelect Dental Enrollee ID card within seven (7) Days of receiving notification of the change. The SoonerSelect Dental Enrollee must also be able to access and print a new card through the SoonerSelect Dental Enrollee Portal described in Section 1.11.7.3: "SoonerSelect Dental Enrollee Website Portal" of this Contract.

Each SoonerSelect Dental Enrollee ID card must include sufficient information to identify the SoonerSelect Dental Enrollee's identity and Contractor information to facilitate claims filing for all Participating Providers.

The Contractor must submit a sample SoonerSelect Dental Enrollee ID card as part of the Readiness Review for OHCA review and approval.

### **1.11.7 SoonerSelect Dental Enrollee Website**

#### **1.11.7.1 General Website Requirements**

The Contractor shall develop a SoonerSelect Dental Enrollee website. In developing the SoonerSelect Dental Enrollee website, the Contractor shall:

- a. Maintain a separate and distinct section on its website for SoonerSelect Dental information if the Contractor markets other lines of business;
- b. Ensure posted information is current and accurate;
- c. Review and update website content at least monthly;
- d. Include a date stamp on each webpage with the date the page was last updated;
- e. Clearly label any links;
- f. Notify individuals that they will leave the Contractor's SoonerSelect Dental website if there is a link that will take individuals to non-SoonerSelect Dental information or to a different website;
- g. Comply with HIPAA when providing SoonerSelect Dental Enrollee eligibility or SoonerSelect Dental Enrollee identification on the website, including the SoonerSelect Dental Enrollee and Provider portal(s);

- h. Ensure website content can be viewed via mobile devices;
- i. Minimize download and wait times and avoid tools or techniques that require significant memory or special intervention; and
- j. Ensure accessibility for all users by following the Web Content Accessibility Guidelines (WCAG).

### **1.11.7.2 Website Content**

As part of Readiness Review activities, the Contractor must submit all website pages and content related to the SoonerSelect Dental program to OHCA for review and approval before making the content public. At a minimum, the Contractor shall include the following information on its website:

- a. Contractor’s contact information, including address, SoonerSelect Dental Enrollee Services Call Center toll-free number and TTY/TDD number;
- b. Contractor’s office Hours/Days, including availability of customer service;
- c. Provider directory and information on how to find a Participating Provider near the SoonerSelect Dental Enrollee’s residence;
- d. Description of any restrictions on the SoonerSelect Dental Enrollee’s freedom of choice among Participating Providers, as well as the extent to which SoonerSelect Dental Enrollees may obtain benefits from Non-Participating Providers;
- e. Link to OHCA website and/or other pages within the website, as specified by OHCA;
- f. The amount, duration, and scope of benefits available by the Contractor in sufficient detail to ensure that SoonerSelect Dental Enrollees are informed of the services to which they are entitled, including PA requirements;
- g. Procedures for obtaining benefits, including PA requirements;
- h. SoonerSelect Dental Enrollee Handbook;
- i. Accreditation information in accordance with Section 1.4.2: “Accreditation” of this Contract; and
- j. Grievance, Appeal, and State Fair Hearing processes.

The Contractor may include the following information on its website:

- a. Marketing Materials specific to OHCA-approved Value-Added Benefits and/or quality rating reports and
- b. Materials intended to be read by SoonerSelect Dental Enrollees or Eligibles, such as newspaper articles and news releases, with prior approval from OHCA.

Following SoonerSelect Dental program implementation, the Contractor shall request updates to website content in accordance with Section 1.11.3.2: “Prior Approval Process” of this Contract.



### **1.11.7.3 SoonerSelect Dental Enrollee Website Portal**

The Contractor must provide a SoonerSelect Dental Enrollee portal on its website with a single sign-on process that can be accessed on a variety of electronic devices, including a computer or mobile device. The SoonerSelect Dental Enrollee portal must at least:

- a. Allow SoonerSelect Dental Enrollees to access and print SoonerSelect Dental Enrollee Identification (ID) cards; and
- b. Provide Explanation of Benefits (EOB) information.

### **1.11.7.4 508 Compliance**

The Contractor shall ensure that all electronic information and services will be compliant with all language, formatting, and accessibility standards such as Section 508 guidelines or guidelines that provide greater accessibility to individuals with disabilities. The Contractor shall notify SoonerSelect Dental Enrollees that materials are available in paper form and through auxiliary aids and services upon request and at no cost. The Contractor must provide an accessibility report to OHCA upon request.

### **1.11.7.5 Website Translation**

The Contractor shall ensure that website content will also be available in the prevalent non-English languages, in accordance with the requirements of Section 1.11.1.1: “Prevalent Non-English Languages and Auxiliary Aids” of this Contract. The Contractor shall receive approval of the translation from OHCA before publishing it online in accordance with the requirements of Section 1.11.3.2: “Prior Approval Process” of this Contract.

### **1.11.7.6 Machine Readable Data**

The Contractor shall post its Provider directories and formularies on its website in a machine-readable file and format specified by the Secretary of United States HHS.

### **1.11.7.7 Social Media and Mobile Applications**

The Contractor or its Subcontractor shall utilize social media platforms and mobile applications to provide SoonerSelect Dental Enrollees with health topic information and SoonerSelect Dental information. Social media shall be used to maximize Contractor communication with SoonerSelect Dental Enrollees.

The Contractor shall receive approval from OHCA before utilizing a new social media platform. OHCA reserves the right to require changes to any content deemed to be inaccurate or otherwise in conflict with Contract standards.

The Contractor or its Subcontractors shall comply at all times with all State and federal marketing regulations, the terms of this Contract, and with the social media and mobile applications policy within the most current OHCA Operations Manual while utilizing social media or mobile applications. OHCA must approve the use of a new social media platform prior to its use with SoonerSelect Dental Enrollees. OHCA reserves the right to require changes to any content deemed to be inaccurate or otherwise in conflict with Contract or regulatory standards.

A monthly social media calendar must be submitted to OHCA for prior approval of any social media posts or information targeted to SoonerSelect Dental Program populations or using the SoonerSelect Dental Program name or logo, as specified in the Reporting Manual.

Social media posts that boost, tag, or sponsor customer-paid insurance content must not be tailored to or directed to the SoonerSelect Dental Program population or mention SoonerSelect Dental Program by name or logo. Social media posts that boost, tag, or sponsor the SoonerSelect Dental Program must not be tailored to or directed to the SoonerSelect Dental Program population. Social media posts that boost, tag, or sponsor free educational or healthy life content may be tailored to or directed to the SoonerSelect Dental Program population.

Social media posts may tag or mention OHCA or any related account or channel whenever the content of the post specifically relates to the SoonerSelect Dental Program and has been pre-approved by OHCA per the monthly social media calendar or otherwise.

During live events, OHCA will monitor social media posts in real time and will alert the Contractor's Communications Director of immediate take-down requirements. Immediate take-down means within one (1) Hour of the Contractor receiving notice of OHCA's requirement to take down a social media post.

OHCA reserves the right to require take-down of or changes to any content deemed to be inaccurate or otherwise in conflict with Contract standards.

The following permissible activities are applicable to the Contractor, its Agents, Subcontractors, and Providers:

- a. With OHCA's prior written approval, the Contractor may partake in forms of social media advertising (i.e., Twitter, Facebook, Instagram);
- b. With OHCA's prior written approval, the Contractor may purchase advertisement banners on social media outlets. The content of such advertisements must be approved by OHCA prior to distribution;
- c. The Contractor may post Medicaid events on social media sources. The content of such posts must be approved by OHCA prior to posting;
- d. The Contractor may post general non-advertising information regarding the Contractor's activities. The content of such posts does not require OHCA's prior approval; and
- e. Any SoonerSelect Dental Enrollee complaints received through the social media sources must be processed and resolved through the general complaint intake system.

The following prohibitions are applicable to the Contractor, its Agents, Subcontractors, and Providers:

- a. Posting or sending any protected private information on social media sources;
- b. Advertising on social media platforms that entail direct communication with prospective SoonerSelect Dental Enrollees. This list includes, but is not limited to: Snapchat, Skype,

WhatsApp, Facebook Messenger, MeetUp, Viber, and any other personal communication services;

- c. Responding to any comments on social media posts from prospective SoonerSelect Dental Enrollees except when to provide general response, such as the Contractor phone number, links to the Contractor web site or the Enrollment broker phone number;
- d. Partaking in individual communication on social media outlets;
- e. Requesting followers or adding individuals as friends (i.e., friends on Facebook, followers on Instagram or Twitter); and
- f. Tagging individuals on social media source.

### **1.11.8 SoonerSelect Dental Enrollee Services Call Center**

#### **1.11.8.1 SoonerSelect Dental Enrollee Services Call Center Availability**

The Contractor shall operate a toll-free SoonerSelect Dental Enrollee Services Call Center in accordance with the location requirements outlined in Section 1.4.5: "Oklahoma Presence" of this Contract and aimed at addressing questions from SoonerSelect Dental Enrollees and their representatives. The Contractor shall ensure that the Enrollee Services Call Center has warm transfer capabilities to 911 and 988 Emergency Services.

The Contractor may operate an overflow call center within the United States for the purposes of meeting the SoonerSelect Dental Enrollee Services Call Center performance requirements described in Section 1.11.8.2: "SoonerSelect Dental Enrollee Services Call Center Performance Standards" of this Contract.

The Contractor shall ensure the SoonerSelect Dental Enrollee Services Call Center is staffed and operational, at minimum, from 8:00 am to 5:00 pm Central Time on Monday through Friday, except for State Holidays, pursuant to 25 O.S. § 82.1, Designation and dates of holidays - Executive Order - Acts to be performed on next succeeding Business Day - State employees authorized to observe certain holidays - "Holiday" defined.

The Contractor shall operate an after-hours system for fielding calls outside of Call Center operating hours. This system shall record any message the SoonerSelect Dental Enrollee leaves, their name and telephone number. The Contractor shall ensure that all calls are returned during the next Business Day.

The Contractor shall record all calls and emails received and store them in a searchable database. The Contractor shall have the ability to retrieve these calls and emails within one (1) Business Day.

The Contractor shall also maintain a remote monitoring system that OHCA may be able to use to survey the Contractor and SoonerSelect Dental Enrollee interaction.

### **1.11.8.2 SoonerSelect Dental Enrollee Services Call Center Performance Standards**

The Contractor shall have a quality control plan to monitor SoonerSelect Dental Enrollee Services Call Center activities and performance. The Contractor shall ensure the Call Center meets the following minimum performance requirements:

- a. Call abandonment rate shall be less than five percent (5%);
- b. No incoming call shall receive a busy signal;
- c. Eighty percent (80%) of calls shall be answered by a live voice within sixty (60) seconds of the first ring;
- d. Average wait time shall not exceed thirty (30) seconds;
- e. Blocked call rate shall not exceed one percent (1%); and
- f. The overflow call center must not receive more than five percent (5%) of all incoming calls to the Call Center.

The Contractor shall have the capability to track these Call Center metrics and issue reporting to OHCA in the timeframe and format specified in the Reporting Manual. SoonerSelect Dental Enrollee Services Call Center reporting shall break down performance by:

- a. The Contractor's main SoonerSelect Dental Enrollee Services Call Center;
- b. Overflow call center, if applicable; and
- c. Applicable Subcontractors.

The Contractor shall also have the capability to track Grievances received in the SoonerSelect Dental Enrollee Services Call Center by volume and type. The Contractor shall have the capability to compare and report its Oklahoma Call Center's performance to the performance of its affiliates in other states, if it has affiliates, and if similar performance standards are tracked.

At the end of each Contract Year, the Contractor shall issue to OHCA an annual report detailing performance of the Call Center and mapping out improvement strategies for the following year.

### **1.11.8.3 Call Center Training**

The Contractor shall develop a program to train newly hired SoonerSelect Dental Enrollee Services Call Center staff and to conduct ongoing training for all Call Center staff. This training program shall address topics that include, at least:

- a. The populations covered under the SoonerSelect Dental program;
- b. Covered and non-covered services;
- c. Enrollment and Disenrollment;

- d. Fielding eligibility questions;
- e. Accessing services in- and out-of-Network;
- f. Services for AI/AN SoonerSelect Dental Enrollees;
- g. Cultural and linguistic competency;
- h. Out-of-State services; and
- i. Filing a Grievance or Appeal.

The training program shall teach Call Center staff to interact with SoonerSelect Dental Enrollees efficiently, patiently, and respectfully. The staff shall be trained so that they are equipped to recognize situations where a SoonerSelect Dental Enrollee has LEP or is hearing impaired and to direct them to the appropriate resources.

Call Center staff shall receive training quarterly, or more frequently as needed, through instructor-led training or staff meetings. The staff shall also be retrained prior to the effective date of a major change in service delivery or covered services.

The Contractor shall submit its Call Center training program to OHCA during Readiness Review and annually for review and approval as specified in the Reporting Manual.

#### **1.11.8.4 Multilingual Representatives**

The Contractor shall have multilingual SoonerSelect Dental Enrollee Services Call Center representatives able to field calls for every prevalent non-English language. The Contractor shall also submit a plan for identifying SoonerSelect Dental Enrollees with LEP and providing these SoonerSelect Dental Enrollees with the translation or interpretation services necessary to have their question or issue resolved in a timely manner. The Contractor's plan must comply with the minimum requirements of Section 1.11.1.2: "Interpretation Services" of this Contract

#### **1.11.9 SoonerSelect Dental Enrollee Rights**

Pursuant to 42 C.F.R. § 438.100(a)-(c), the Contractor shall have written policies guaranteeing each SoonerSelect Dental Enrollee's right to:

- a. Receive information on the SoonerSelect Dental program and the Contractor;
- b. Be treated with respect and with due consideration for their dignity and privacy;
- c. Receive information on available treatment options and alternatives, presented in a manner appropriate to the SoonerSelect Dental Enrollee's condition and ability to understand;
- d. Participate in decisions regarding their health care, including the right to refuse treatment;
- e. Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation; and

- f. Request and receive a copy of their dental records, and to request that they be amended or corrected in accordance with HIPAA Rules and other applicable laws and regulations.

Each SoonerSelect Dental Enrollee is free to exercise their rights without the Contractor or its Participating Providers treating the SoonerSelect Dental Enrollee adversely.

SoonerSelect Dental Enrollee rights will at least appear in the SoonerSelect Dental Enrollee Handbook, described in Section 1.11.5: “SoonerSelect Dental Enrollee Handbook” of this Contract.

#### **1.11.10 Medicaid Dental Advisory Committee**

The Contractor shall establish a standing Medicaid Dental Advisory Committee that is comprised exclusively of Oklahoma-licensed dentists and specialists.

The Contractor shall submit the proposed Medicaid Dental Advisory Committee membership to OHCA for review and approval, prior to convening the first meeting. The Contractor shall keep OHCA advised of changes in membership as they occur.

The Contractor shall convene meetings at least quarterly and shall consult the Medicaid Dental Advisory Committee on matters affecting SoonerSelect Dental Enrollee and Provider experience, including but not limited to:

- a. SoonerSelect Dental Enrollee outreach and educational activities and materials;
- a. Provider outreach and educational activities and materials;
- b. Quality improvement plan, including:
  - i. Selection of PIP topics and sharing of results,
  - ii. Identification of measures to be evaluated for the purpose of documenting the Contractor’s performance in both the short- and long-term; and
  - iii. Strategies for addressing operational deficiencies, as identified through Grievance and Appeal trends, SoonerSelect Dental Enrollee satisfaction data, SoonerSelect Dental Enrollee appointment wait times, and other quality data.

The Medicaid Dental Advisory Committee shall meet at least quarterly, with the first meeting to be held no later than ninety (90) Days after initial SoonerSelect Dental Enrollee enrollment into the SoonerSelect Dental program. The Contractor shall inform OHCA at least thirty (30) Days in advance of each meeting and shall permit OHCA to send representative(s) to observe the meeting, if OHCA so requests.

The Contractor shall make the necessary arrangements, including payment of travel costs for the SoonerSelect Dental Enrollee and the family of the SoonerSelect Dental Enrollee, or other person assisting the SoonerSelect Dental Enrollee to each meeting, to facilitate attendance by board SoonerSelect Dental Enrollees and their representatives. The Contractor is permitted to offer nominal incentives to encourage meeting participation (e.g., refreshments in meetings).

The Contractor shall keep a written record of Advisory Board meetings and Advisory Board activities and results. The Contractor shall submit the record in a manner and format specified by OHCA upon request. Enrollees and their representatives. The Contractor may offer nominal incentives to encourage meeting participation (e.g., refreshments in meetings).

The Contractor shall keep a written record of Medicaid Dental Advisory Committee meetings and Committee activities and results. The Contractor shall submit the record in a manner and format specified by OHCA upon request.

### **1.11.11 PCD Selection and Assignment**

Pursuant to 42 C.F.R. § 438.208(b)(1), the Contractor shall implement procedures to ensure that each SoonerSelect Dental Enrollee has an ongoing source of care appropriate to their needs. The Contractor shall formally designate a PCD Provider to all SoonerSelect Dental Enrollees to be primarily responsible for coordinating services accessed by the SoonerSelect Dental Enrollee. The Contractor shall allow each SoonerSelect Dental Enrollee to choose their PCD Provider to the extent possible and appropriate and in accordance with Section 1.11.13: “Assignment Requirements” of this Contract. The Contractor shall have procedures for serving SoonerSelect Dental Enrollees and reimbursing Provider claims from the first day of SoonerSelect Dental Enrollee enrollment with the Contractor, whether or not the SoonerSelect Dental Enrollee has selected or been assigned a PCD Provider.

### **1.11.12 Dental Provider Types**

The Contractor shall limit PCD Provider types to those specified in Section 1.12.4.1: “PCD Provider Standards” of this Contract. A SoonerSelect Dental Enrollee whose PCD site is a multi-Provider clinic can be assigned either to the clinic or a specific practitioner within the clinic to serve as their PCD Provider.

### **1.11.13 Assignment Requirements**

In accordance with 42 C.F.R. § 438.3(l) and 56 O.S. § 4002.3d, each SoonerSelect Dental Enrollee shall be allowed to choose their PCD Provider to the extent possible and appropriate. The Contractor shall implement procedures to assist SoonerSelect Dental Enrollees in selecting a PCD Provider upon enrollment with the Contractor. The Contractor shall educate SoonerSelect Dental Enrollees on factors to consider in making a PCD Provider selection, such as travel distance, special healthcare needs, and Providers seen by family members. The Contractor must share the name of three (3) PCD providers nearest to the SoonerSelect Dental Enrollee’s home address that are participating with the Contractor and are accepting new Enrollees.

In accordance with 42 C.F.R. § 438.52(b), for SoonerSelect Dental Enrollees who qualify under the rural resident exception (under which a state may limit a Rural Area resident to a single Contracted Entity), the limitation on the SoonerSelect Dental Enrollee’s freedom to change between PCD Providers can only be as restrictive as the limitations on disenrollment from the Contracted Entity as requested by the SoonerSelect Dental Enrollee in accordance with 42 C.F.R. § 438.56(c).

If a SoonerSelect Dental Enrollee is in Oklahoma Department of Human Services (OHS) custody, the PCD Provider selection decision may be determined by the District Director presiding over the SoonerSelect Dental Enrollee’s county court jurisdiction. The case worker of the SoonerSelect Dental Enrollee in OHS custody may be involved in seeking the PCD Provider selection decision from the District Director.

If a SoonerSelect Dental Enrollee does not select a PCD Provider within ninety (90) Days of their enrollment effective date, 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.

Pursuant to 42 C.F.R. § 438.208(b)(1), within three (3) Days of the SoonerSelect Dental Enrollee’s selection or Contractor’s assignment to a PCD Provider, the Contractor shall notify the SoonerSelect Dental Enrollee, in writing, of the name and contact information of the PCD Provider.

OHCA intends to provide the Contractor with SoonerSelect Dental Enrollees’ historical dental Provider claims from the SoonerCare fee-for-service delivery system to facilitate the Contractor’s assignment of SoonerSelect Dental Enrollees to a PCD Provider during Initial Program Implementation.

### **1.11.14 PCD Changes**

#### **1.11.14.1 SoonerSelect Dental Enrollee-initiated PCD Changes**

The Contractor must permit SoonerSelect Dental Enrollees to change PCD Providers, without cause. If the Contractor has made an initial assignment, the Contractor must permit the SoonerSelect Dental Enrollee to change during the first month, effective the following business day. The Contractor may limit the effective date of changes after the first month of Enrollment to the beginning of the following month.

The Contractor must ensure that SoonerSelect Dental Enrollees have at least two (2) age appropriate PCD Providers within the travel time and distance standards specified in Section 1.12.4: “Time and Distance and Appointment Access Standards” of this Contract from which to select.

#### **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; or
- e. SoonerSelect Dental Enrollee has taken legal action against the Provider.

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.

### **1.11.14.3 Notification of PCD Termination**

Pursuant to 42 C.F.R. § 438.10(f)(1), the Contractor shall make a good faith effort to give written notice of termination of a Participating Provider to each SoonerSelect Dental Enrollee who received their primary dental care from, or was seen on a regular basis by, the terminated Provider. The Contractor shall provide notice to a SoonerSelect Dental Enrollee by the later of (1) thirty (30) Calendar Days prior to the effective date of the termination, or (2) fifteen (15) Calendar Days after receipt or issuance of the termination notice. The Contractor may provide notice earlier, as appropriate, to ensure quality of care.

"Regular basis," at a minimum, shall be construed to mean any Provider delivering care on a routine basis as defined in the SoonerSelect Dental Enrollee's care plan, as applicable. When clinically appropriate, the Contractor shall conduct immediate outreach and support for SoonerSelect Dental Enrollees to select alternative Providers. For SoonerSelect Dental Enrollees who are receiving treatment for a chronic or ongoing medical condition, the Contractor shall ensure that there is no disruption in services.

## **1.11.15 Provider Directory**

### **1.11.15.1 Format and Distribution**

The Contractor shall have a Provider directory available in electronic and paper formats. The directory shall be distributed to SoonerSelect Dental Enrollees at least annually in paper format or through a reminder notification to SoonerSelect Dental Enrollees of its availability on the Contractor's website. If the Contractor does not routinely distribute paper copies, the Contractor shall distribute a paper copy if requested by a SoonerSelect Dental Enrollee.

### **1.11.15.2 Content**

Pursuant to 42 C.F.R. §§ 438.10(h)(1)(i)-(viii) and 438.10(h)(2), 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)
  - 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.

**1.11.15.3 Submission Process and OHCA Approval**

The Contractor shall submit its Provider Directory to OHCA for review and approval at least thirty (30) Days prior to distribution. The open panel status of the Provider shall be updated online as it changes. Review from OHCA is not necessary to change the open panel status.

**1.11.15.4 Updates**

The Contractor shall update its Provider directory at the following timeframes:

- a. At least monthly for the paper directory; and
- b. No later than three (3) Business Days after the Contractor receives updated Provider information for the online version of the directory.

**1.11.15.5 Website Publication**

In accordance with 42 C.F.R. § 438.10(h)(4), the Contractor shall make the Provider directory available on its website without a login requirement and in a machine-readable file and format as specified by the Secretary of HHS.

### **1.11.16 Dentist Incentive Plan Notification**

If the Contractor uses dentist financial incentive plans, the Contractor must make available information about the incentive program. The Contractor shall also provide information about any physician incentive plans to OHCA prior to its initial use and prior to any subsequent revisions, and report information to OHCA as specified in the Reporting Manual. Any such incentive plans must comply with all applicable laws, including, without limitation 42 U.S.C. § 1395mm(i)(8) and 42 C.F.R § 417.479

### **1.11.17 Marketing and Outreach**

Marketing is any communication from the Contractor to an Eligible who is not enrolled with the Contractor that can reasonably be interpreted as intended to influence the Eligible to:

- a. Enroll in the Contractor's SoonerSelect Dental product; or
- b. Either to not enroll in, or to disenroll from, another SoonerSelect Dental Contractor.

Marketing does not include:

- a. Communication to an Eligible from the issuer of a Qualified Health Plan (QHP), as defined in 45 C.F.R. § 155.20, about the QHP; and
- b. Communication related to educating SoonerSelect Dental Enrollees about Contractor operations.

Marketing Materials are materials that are produced in any medium, by or on behalf of the Contractor, and can reasonably be interpreted by OHCA or its designee as intended to market the Contractor (or its employees, Participating Providers, Agents, or Subcontractors) to Eligibles. Marketing Materials include verbal presentation and written materials as well as advertising, public service announcements, printed publications, websites, social media, mobile device applications, broadcasts, and electronic messages.

#### **1.11.17.1 Policies and Procedures**

The Contractor shall develop and maintain written policies and procedures governing the development, implementation and distribution of Marketing activities and materials that, among other things, includes methods for quality control to ensure materials are accurate and do not mislead, confuse, or defraud SoonerSelect Dental Enrollees, OHCA, or the State.

#### **1.11.17.2 Training Curriculum**

The Contractor shall develop training curriculum and provide training for Marketing representatives, including the Contractor's staff and Subcontractors. The Contractor shall maintain documentation of training efforts and provide such documentation upon request to OHCA.

#### **1.11.17.3 Literacy/Format**

The Contractor shall ensure that its Marketing activities and materials are designed to meet the informational needs, relative to Marketing, of the cultural and physical diversity of the SoonerSelect Dental population. All Marketing Materials shall be in compliance with the information requirements in

42 C.F.R. § 438.10 to ensure that, before enrolling, an Eligible receives accurate oral and written information needed to make an informed decision on whether to enroll.

For further instruction on the requirements for written materials, refer to Section 1.11.3: “Written Material Guidelines” of this Contract.

#### **1.11.17.4 OHCA Review and Approval Process**

In accordance with 42 C.F.R. § 438.104(b), the Contractor shall not distribute Marketing Materials without first obtaining OHCA written approval. As set forth in 42 C.F.R. § 438.104(c), OHCA shall consult with the Medical Care Advisory Committee established under 42 C.F.R. § 431.12 on the Marketing Material review process.

The Contractor shall submit Marketing Materials to OHCA for review and approval in accordance with the requirements of Section 1.11.3.2: “Prior Approval Process” of this Contract at least ninety (90) Days prior to expected use and distribution. The Contractor shall not change any approved materials without the consent and approval of OHCA.

#### **1.11.17.5 Use of State Agency Logos**

The Contractor shall not refer to or use OHCA, SoonerSelect or other State agency name or logo in its Marketing Materials without prior written approval. Any approval given for the name or logo is specific to the use requested and shall not be interpreted as blanket approval. The Contractor shall include the State program logo(s) in its Marketing Materials upon the request of OHCA.

#### **1.11.17.6 Service Area Distribution**

In accordance with 42 C.F.R. § 438.104(b), the Contractor shall distribute Marketing Materials to its entire service area as indicated in the Contract.

#### **1.11.17.7 Marketing Plan**

The Contractor shall develop and implement a plan that details the Marketing activities the Contractor will undertake, and Marketing Materials the Contractor will create during the Contract period. The Marketing plan shall comply with the Marketing activity standards listed in 42 C.F.R. § 438.104 and include, at a minimum, the following information:

- a. Marketing goals and strategies;
- b. Details of proposed Marketing activities and events, including calendar of planned outreach activities and events for the first Contract Year, distribution methods, and schedules. This includes any proposed advertising campaigns, website development and launch, social media platform development and launch and printed materials development and distribution;
- c. Process for removing outdated materials;
- d. How the Contractor shall meet the informational needs, relative to Marketing, of the cultural and physical diversity of its membership;

- e. Summary of Value-Added Benefits, if applicable;
- f. List of all Subcontractors engaged in Marketing activities for the Contractor;
- g. Copy of training curriculum for Marketing representatives, including employees and Subcontractors;
- h. Procedures for monitoring and enforcing compliance with Marketing guidelines;
- i. Methods for tracking Marketing contacts, including (but not limited to) website visits and social media interactions;
- j. Process for responding to unsolicited direct contact from SoonerSelect Dental Enrollees or Eligibles; and
- k. Details regarding the basis the Contractor uses for awarding bonuses or increasing the salary of Marketing representatives or any other employees involved in Marketing activities.

The Contractor shall submit the Marketing plan to OHCA during Readiness Review and on a schedule as specified in the Reporting Manual for review and approval. The Contractor shall submit any changes to OHCA for review and approval a minimum of thirty (30) Days before intended implementation of the Marketing activity. The plan also shall be updated as requested by OHCA for review, as outlined in the Reporting Manual.

### **1.11.17.8 Allowable Marketing Activities**

The Contractor and its Subcontractors are allowed to perform the following Marketing activities (either written or verbal):

- a. Distributing general information through mass media (e.g., newspapers, magazines and other periodicals, radio, television, internet, public transportation advertising and any other media outlets). General material without OHCA, SoonerSelect, or other State logo may be distributed without approval;
- b. Responding to verbal or written requests for SoonerCare Dental Contractor-specific information made by a SoonerSelect Dental Enrollee;
- c. Organizing or attending activities/events that are designed to benefit the entire community, such as health fairs or other health education and promotion activities which have been prior approved by OHCA;
- d. Attending events at the request of OHCA to disseminate or share information about the Contractor, its services, and outcomes; and
- e. Offering Eligibles and SoonerSelect Dental Enrollees tokens or gifts of nominal value, as long as the Contractor acts in compliance with all Marketing provisions provided for in 42 C.F.R. § 438.104, which addresses Marketing activities and other State and federal laws, regulations, and guidance regarding inducements.

### **1.11.17.9 Prohibited Marketing Activities**

Pursuant to 42 C.F.R. § 438.104, the Contractor and its Subcontractors are prohibited from engaging in the following Marketing activities (either written or verbal):

- a. Distributing Marketing Materials or attending/organizing Marketing events that have not received prior approval from OHCA;
- b. Engaging in direct or indirect door-to-door, telephone, email, texting, or other Cold-call Marketing techniques or activities;
- c. Influencing Enrollment in conjunction with the sale or offering of any private insurance, except as provided in 42 C.F.R. § 438.104;
- d. Distributing plans and materials or making any statement that OHCA determines to be inaccurate, false, misleading, or intended to defraud SoonerSelect Dental Enrollees, Eligibles or OHCA. This includes, but is not limited to, statements that mislead or falsely describe covered services, membership or availability of Participating Providers or Participating Providers' qualifications or skills. The Contractor and Subcontractors must ensure this to OHCA;
- e. Asserting that an Eligible must enroll in the Contractor to obtain benefits or to not lose benefits;
- f. Asserting that the Contractor is endorsed by the CMS, the State, or federal government or similar entity, including any other governmental entity;
- g. Assisting with Enrollment or improperly influencing SoonerCare Dental Contractor selection;
- h. Designing a Marketing plan that discourages or encourages SoonerCare Dental Contractor selection based on health status or risk (however, this provision does not preclude the Contractor from proclaiming expertise or excellence with a specific subpopulation enrolled in the SoonerSelect Dental program); and
- i. Conducting any other Marketing activity prohibited by OHCA during the term of the Contract. OHCA reserves the right to prohibit additional Marketing activities at its discretion.

### **1.11.17.10 Marketing in Provider Offices**

The Contractor may distribute brochures and display posters at Provider offices and clinics that inform patients that the Provider/clinic is part of the Contractor's network, provided that all SoonerCare Dental Contractors in which the Provider/clinic participates have an equal opportunity to be represented.

The Contractor is prohibited from:

- a. Requiring Providers to distribute Contractor-prepared Marketing and educational communications to patients;
- b. Providing incentives or giveaways to Providers to distribute them to SoonerSelect Dental Enrollees or Eligibles;

- c. Allowing Providers to solicit Enrollment or Disenrollment with the Contractor or another SoonerCare Dental Contractor; and
- d. Conducting Marketing activities or distributing SoonerSelect Dental Enrollee materials in areas where patients primarily receive Health Care Services or are waiting to receive Health Care Services.

The Contractor shall instruct Providers on permissible and prohibited Marketing activities and obtain the written consent of the Provider when conducting any form of Marketing in a Provider’s office. The Contractor shall maintain records of the instruction and consent.

**1.11.17.11 Marketing on Social Media and Mobile Applications**

All Marketing activity conducted through social media or Mobile Applications is subject to the general Marketing activity standards within this Contract, as well as all State and federal regulations. For a list of social media and mobile application specific activities, please see Section 1.11.7.7: “Social Media and Mobile Applications” of this Contract.

**1.11.18 Media Contacts**

The Contractor shall not provide information to the media or participate in media interviews without the prior consent of OHCA. In circumstances where time is of the essence, OHCA will make a good faith effort to review the Contractor’s request and respond within one (1) Business Day. The Contractor shall refer to OHCA any contacts by the media or entity/individual not directly related to the SoonerSelect Dental program.

**1.12 Provider Network Development**

**1.12.1 General Network Development and Contracting Standards**

**1.12.1.1 Contractor Approach, Policies and Procedures for Provider Contracting**

**1.12.1.1.1 Approach**

The Contractor shall develop and utilize a standardized approach to contracting with Providers for participation in the Contractor’s Participating Provider network. This approach shall incorporate, at a minimum, the following elements as further described in this Section:

- a. Credentialing and recredentialing process.
- b. A written Provider Agreement that lists the contractual obligations between the Contractor and the Participating Provider.

**1.12.1.1.2 Policies and Procedures**

In accordance with 42 C.F.R. §§ 438.12(a)(2) and 438.214(a), the Contractor shall maintain written policies and procedures on:

- a. Participating Provider selection;
- b. Retention and termination of a Participating Provider’s participation with the Contractor;
- c. Responding to changes in the Contractor’s Network of Participating Providers that affect access and ability to deliver services in a timely manner; and
- d. Access standards.

All policies and procedures required under Section 1.12: “Provider Network Development” of this Contract shall be submitted to OHCA during Readiness Review and upon request for review and approval as specified in the Reporting Manual.

In accordance with 42 C.F.R. §§ 438.12(a)(2) and 438.214(c), the Contractor’s written policies and procedures on Participating Provider selection, retention and termination shall not discriminate against particular Providers that serve high-risk populations or specialize in conditions that require costly treatment.

The Contractor shall follow written policies and procedures for Provider contracting and Network development, including at minimum:

- a. Provider selection, retention, and termination;
- b. Network participation outreach activities;
- c. Network participation application and processing;
- d. Network changes impacting access standards and the Contractor’s ability to deliver services under this Contract in a timely manner;
- e. Credentialing and recredentialing processes;
- f. Nondiscrimination of Providers;
- g. Excluded Providers;
- h. Provider Agreements; and
- i. Provider Payment.

In accordance with 56 O.S. § 4002.5(G) the Contractor or a Subcontractor shall not enforce a policy or Contract term with a Provider that requires the Provider to Contract for all products that are currently offered or that may be offered in the future by the Contractor or Subcontractor.

**1.12.1.2 Adequate Network**

In accordance with 42 C.F.R. § 438.206(b)(1), the Contractor shall maintain and monitor a Network of appropriate Participating Providers, supported by a signed Provider Agreement that is sufficient to provide adequate access and availability to all services covered under this Contract for all SoonerSelect Dental Enrollees, including those with LEP or physical or mental disabilities. The Contractor shall provide



reasonable and adequate Hours of operation, including 24-Hour availability of information, referral, and treatment for Emergency Medical Conditions and shall make arrangements with, or referrals to, a sufficient number of physicians and other practitioners to ensure that the services under this Contract can be furnished promptly and without compromising the quality of care, in accordance with 42 C.F.R. §§ 438.3(q)(1) and (q)(3).

In developing an adequate Network of Participating Providers, the Contractor shall:

- a. Meet and require its Participating Providers to meet State standards for timely access to care and services, as specified in this Contract, taking into account the urgency of the need for services, in accordance with 42 C.F.R. § 438.206(c)(1)(i).
- b. Ensure that its Participating Providers offer Hours of operation that are no less than the Hours of operation offered to commercial Enrollees or comparable to other SoonerCare populations, if the Participating Provider serves only SoonerCare Eligibles, in accordance with 42 C.F.R. § 438.206(c)(1)(ii);
- c. Make services included in this Contract available 24 Hours a day, 7 Days a week, when Medically Necessary, in accordance with 42 C.F.R. § 438.206(c)(1)(iii);
- d. Establish mechanisms to ensure compliance of with timely access requirements by Participating Providers, in accordance with 42 C.F.R. § 438.206(c)(1)(iv);
- e. Monitor Participating Providers regularly to determine compliance with timely access requirements, in accordance with 42 C.F.R. § 438.206(c)(1)(v); and
- f. Take corrective action if the Contractor, or its Participating Providers, fail to comply with the timely access requirements, in accordance with 42 C.F.R. § 438.206(c)(1)(vi).

The Contractor shall be able to demonstrate the Contractor's ongoing activities and efforts to comply with these standards. OHCA shall monitor and review the Contractor's compliance with these standards as part of its ongoing oversight activities.

Section 1.12.4: "Time and Distance and Appointment Access Standards" of this Contract provides a listing of the minimum required components of Network access standards. This is not meant to be an all-inclusive listing of Provider types and components of the Participating Provider network. The Contractor's Participating Provider Network for other service Providers must be adequate to ensure that care is available timely and geographically accessible. In addition, the Contractor shall add additional Participating Providers based on the needs of SoonerSelect Dental Enrollees or due to changes in State or federal requirements.

In accordance with 42 C.F.R. § 438.206(b)(4), if the Contractor is unable to provide necessary dental services covered under this Contract to a particular SoonerSelect Dental Enrollee, the Contractor shall adequately and timely cover the services provided out-of-Network by a Non-Participating Provider, for as long as the Contractor is unable to provide the services within the Contractor's Network of Participating Providers. The Contractor shall coordinate payment with Non-Participating Providers and ensure that the cost to the SoonerSelect Dental Enrollee is no greater than it would be if the services were furnished by a Participating Provider, in accordance with 42 C.F.R. § 438.206(b)(5).

As described in Section 1.7.6: “Delivery Network” of this Contract, the Contractor shall provide for a second opinion from a Participating Provider or arrange for the SoonerSelect Dental Enrollee to obtain a second opinion outside the Contractor’s Participating Provider network, at no cost to the SoonerSelect Dental Enrollee, in accordance with 42 C.F.R. § 438.206(b)(3).

### **1.12.1.3 Additional Network Contracting Requirements and Limitations**

#### **1.12.1.3.1 Non-Discrimination**

In accordance with 42 C.F.R. § 438.12(a)(1), the Contractor may not discriminate in the participation, reimbursement, or indemnification of any Provider who is acting within the scope of their license or certification under applicable State law, solely on the basis of that license or certification.

#### **1.12.1.3.2 Written Notice of Decision Not to Contract**

If the Contractor declines to include individual or groups of Providers in its Network of Participating Providers, it must give the affected Providers written notice of the reason for its decision in accordance with 42 C.F.R. § 438.12(a)(1).

#### **1.12.1.3.3 Limits on Network Contracting Requirements in this Contract**

Notwithstanding other language in this Contract, the Contractor:

- a. In accordance with 42 C.F.R. § 438.12(b)(1), shall not be required to execute a Provider Agreement beyond the number necessary to meet the needs of its SoonerSelect Dental Enrollees;
- b. In accordance with 42 C.F.R. § 438.12(b)(2), shall not be precluded from using different reimbursement amounts for different specialties or for different practitioners in the same specialty;
- c. In accordance with 42 C.F.R. § 438.12(b)(3), shall not be precluded from establishing measures that are designed to maintain quality of services and control costs and are consistent with its responsibilities to SoonerSelect Dental Enrollees; or
- d. In accordance with 56 O.S. § 4002.4(B), shall not exclude essential community providers, providers who receive directed payments in accordance with 42 C.F.R. Part 438, and such other providers, as directed by OHCA from execution of Providers Agreements.

#### **1.12.1.3.4 Compliance with OHCA-Determined Provider Selection Requirements**

The Contractor shall comply with any and all additional Participating Provider Network selection requirements established by OHCA or the State, in accordance with 42 C.F.R. §§ 438.12(a)(2); 42 C.F.R. 438.214(e) and 56 O.S. 2021 § 4002.4. This shall include all requirements included in this Contract and any amendments thereto, along with all other OHCA guidance on Participating Provider selection along with any applicable State law during the term of this Contract.

#### **1.12.1.4 Screening, Enrollment and Periodic Revalidation**

##### **1.12.1.4.1 SoonerCare Participation**

In accordance with the Provider disclosure, screening, and enrollment requirements at 42 C.F.R. §§ 438.608(b), 455.100-106 and 455.400-470, the Contractor shall require Providers seeking to become Participating Providers to be enrolled as a contracted Provider with SoonerCare. OHCA shall screen, enroll, and periodically revalidate all Participating Providers as a Provider with SoonerCare, in accordance with 42 C.F.R. § 438.602(b)(1).

##### **1.12.1.4.2 Provider Agreement Execution Pending SoonerCare Enrollment**

In accordance with 42 C.F.R. § 438.602(b)(2), the Contractor may execute a Provider Agreement pending the outcome of the screening, enrollment and periodic revalidation requirements of 42 C.F.R. § 438.602(b)(1) for up to sixty (60) Days, but must terminate a Participating Provider immediately upon notification from the State that the Participating Provider cannot be enrolled with SoonerCare, or the expiration of a sixty (60) Calendar Day period without enrollment of the Provider with SoonerCare and notify affected SoonerSelect Dental Enrollees.

#### **1.12.1.5 Provider Network Development and Management Plan**

In accordance with 42 C.F.R. § 438.207(a), the Contractor shall provide assurances to OHCA and provide a Provider Network Development and Management Plan, as specified in the Reporting Manual, that demonstrates that it has the capacity to serve the expected enrollment in its service area in accordance with OHCA's standards for access to care and in accordance with 42 C.F.R. §§ 438.68 and 438.206(c)(1).

As part of the Provider Network Development and Management Plan, the Contractor shall demonstrate compliance with 42 C.F.R. § 438.206(b), including but not limited to:

- a. It offers an appropriate range of preventive, primary care, and specialty services that is adequate for the anticipated number of SoonerSelect Dental Enrollees for the service area, in accordance with 42 C.F.R. § 438.207(b)(1);
- b. It maintains a Network of Participating Providers that is sufficient in number, mix and geographic distribution to meet the needs of the anticipated number of SoonerSelect Dental Enrollees in the service area, in accordance with 42 C.F.R. § 438.207(b)(2); and
- c. It requires its Participating Providers to meet requirements for access to services as set forth at Section 1.12.4: "Time and Distance and Appointment Access Standards" of this Contract taking into account the urgency of the need for services, in accordance with 42 C.F.R. § 438.206(c)(1)(i).

The Provider Network Development and Management Plan shall contain, at a minimum, information on the following:

- a. Summary of Participating Providers, by Provider type and geographical location in the State;

- b. An attestation that the Contractor’s Network of Participating Providers is sufficient to provide adequate access to all services covered under the Contract for all SoonerSelect Dental Enrollees, including but not limited to those with LEP or physical or mental disabilities;
- c. Demonstration of monitoring activities to ensure that OHCA-defined Network access standards, including time and distance, are met;
- d. Summary of capacity of the Contractor’s Network of Participating Providers and Network adequacy issues by type of Provider, service and county and efforts to address those issues; and
- e. Ongoing activities for Participating Provider development and expansion considerations.

At a minimum, the Plan shall be submitted to OHCA at the following timeframes in accordance with 42 C.F.R. § 438.207(b)-(c):

- a. At the time the Contractor enters into a Contract with OHCA;
- b. On an annual basis; and
- c. At any time there has been a significant change, as defined by OHCA, in the Contractor’s operations that would affect adequacy of capacity of services, including changes in the Contractor’s services, benefits, geographic service area, composition of or payments to its Network of Participating Providers or Enrollment of a new population in the Contractor’s Dental Benefit Manager.

OHCA shall review and approve the Contractor’s Provider Network Development and Management Plan. Once approved, OHCA shall submit an assurance of compliance to CMS that the Contractor meets OHCA’s requirements for availability of services, as set forth in 42 C.F.R. §§ 438.68 and 438.206. The submission to CMS shall include documentation of an analysis that supports the assurance of the adequacy of the Contractor’s Network of Participating Providers. OHCA shall make available to CMS, upon request, all documentation collected by OHCA from the Contractor.

#### **1.12.1.6 Participating Provider Network Listing**

After Notice of Award, the Contractor shall supply to OHCA, no later than five (5) Business Days before the end of each month, an up-to-date listing of all Participating Providers. The Contractor’s up-to-date listing must include open capacity for PCD Providers. The listing shall be provided in a format specified by OHCA. OHCA reserves the right to request Participating Provider listing data on a basis more frequently than monthly.

#### **1.12.1.7 Providers Prohibited from Participating**

The Contractor shall conduct background checks and similar activities as required under State and federal law, including querying the National Practitioner Data Bank, on all Providers before entering into a Provider Agreement with the Provider.

In accordance with 42 C.F.R. § 438.610, the Contractor shall not knowingly have a relationship with and shall have a proactive method to prevent relationship(s) with entities specified in Section 1.24.8: “Termination for Debarment” of this Contract.

### 1.12.1.8 Participating Provider Types

A list of all Provider types and Provider sub-specialties enrolled by OHCA is included in the table below. The Contractor shall utilize the same respective identifiers, and any updates thereto, for the Contractor's Participating Providers to ensure appropriate data interfaces with OHCA.

*OHCA Dental Provider Types*

Provider Type	Specialty
Dental	Endodontist
Dental	General Dentistry Practitioner
Dental	Oral Surgeon
Dental	Orthodontist
Dental	Pediatric Dentist
Dental	Periodontist
Dental	Oral Pathologist
Dental	Prosthodontist
Dental	General Dentist with Orthodontic Privileges

## 1.12.2 Provider Agreement Requirements

### 1.12.2.1 General Requirements

In all Provider Agreements, the Contractor shall comply with all requirements specified in 42 C.F.R. §§ 438.12, 438.214 and 489.1 through 489.35. The Contractor shall maintain policies and procedures that reflect these requirements.

All Provider Agreements shall be executed in accordance with all applicable State and federal statutes, regulations, policies, procedures, and rules. The Contractor shall identify and incorporate the applicable terms of this Contract and any amendments by or incorporated documents from the State, including the Solicitation for this Contract. Under the terms of the Provider Agreement, the Participating Provider shall agree that all applicable terms and conditions set out in this Contract, any incorporated documents, the Solicitation for this Contract and all applicable State and federal laws, as amended, govern the duties and responsibilities of the Participating Provider with regard to the provision of services to SoonerSelect Dental Enrollees.

If any requirement in the Provider Agreement is determined by OHCA to conflict with this Contract, such requirement shall be null and void and all other provisions of the Provider Agreement shall remain in full force and effect.

### 1.12.2.2 Minimum Content Requirements

All Provider Agreements are subject to OHCA review and approval during Readiness Review and upon OHCA request, and shall contain the following provisions, at minimum:

- a. *Parties to the Provider Agreement.* Identify the parties of the Provider Agreement and each party's legal basis of operation in the State of Oklahoma.
- b. *Term of Provider Agreement.* Include provisions describing when the Provider Agreement shall become effective and expire.
- c. *Termination of the Provider Agreement.* Include the procedures and specific criteria for:
  - i. Reasons for termination;
  - ii. The Contractor's ability to deny, refuse to renew or terminate any Provider Agreement in accordance with the terms of this Contract and any applicable statutes and regulations;
  - iii. Written notice requirements;
  - iv. In the event of termination of the Provider Agreement, the Provider shall immediately make available to OHCA or its designated representative in a usable form any or all records whether medically or financially related to the terminated Participating Provider's activities undertaken pursuant to the Provider Agreement and that the provision of such records shall be at no expense to OHCA;
  - v. OHCA reserves the right to direct the Contractor to terminate any Participating Provider if OHCA determines that termination is in the best interest of the State.
- d. *Independent Contractor.* Specify that the Participating Provider is not a third party beneficiary to the Contract and that the Participating Provider is an independent contractor performing services as outlined in this Contract between the Contractor and the State.
- e. *Scope of Work.* Identify the services, activities, and reporting responsibilities to be performed by the Participating Provider.
- f. *NPI.* Require that any Provider, including Providers ordering or referring a covered service, have an NPI, to the extent such Provider is not an atypical Provider as defined by the CMS.
- g. *Credentialing and Recredentialing.* The Contractor shall maintain all Provider Agreements in accordance with 42 C.F.R. § 438.214.
- h. *SoonerSelect Dental Enrollee Rights and Responsibilities.* Require all Participating Providers to abide by SoonerSelect Dental Enrollee rights and responsibilities denoted in this Contract.
- i. *Display Notices of SoonerSelect Dental Enrollee Rights to Grievances, Appeals and State Fair Hearings.* Require that the Participating Provider display notices in public areas of the Participating Provider's facility/facilities in accordance with all State requirements and any subsequent amendments.
- j. *Physical Accessibility.* Require Participating Providers to provide physical access, reasonable accommodations, and accessible equipment for SoonerSelect Dental Enrollees with physical or mental disabilities, in accordance with 42 C.F.R. § 438.206(c)(3).

- k. *Interpreter Presence.* Require Participating Providers to accommodate the presence of interpreters.
- l. *Dental Related Emergency Services.* Provide that Dental Related Emergency Services be rendered without the requirement of Prior Authorization.
- m. *Confidentiality.* Require that SoonerSelect Dental Enrollee information be kept confidential, as defined by State and federal laws, regulations, and policy.
- n. *Record Keeping.* Require Participating Providers to maintain an adequate record system for recording services and all other commonly accepted information elements, including but not limited to: charges; dates and records necessary for evaluation of the quality; and appropriateness and timeliness of services performed. SoonerSelect Dental Enrollees and their representatives shall be given access to and can request copies of the SoonerSelect Dental Enrollees' medical records to the extent and in the manner provided under State or federal law.
- o. *Record Availability.* Require Participating Providers to maintain all records related to services provided to SoonerSelect Dental Enrollees for a ten (10) year period. In addition, require Providers to make all SoonerSelect Dental Enrollee medical records or other service records available for any quality reviews that may be conducted by the Contractor, OHCA or its designated Agent(s) during and after the term of the Provider Agreement.
- p. *Professional Standards for Health Records.* In accordance with 42 C.F.R. § 438.208(b)(5), require Participating Providers furnishing services to SoonerSelect Dental Enrollees to maintain and share SoonerSelect Dental Enrollee health records in accordance with professional standards.
- q. *Facility and Record Access for Evaluation, Inspection or Auditing Purposes.* Include a provision that Authorized Representatives of OHCA and other State or federal agencies shall have reasonable access to facilities and records for audit purposes during and after the term of the Provider Agreement.
- r. *Release of Information for Monitoring Purposes.* Include a provision that the Participating Provider shall release to the Contractor any information necessary to monitor Participating Provider performance on an ongoing and periodic basis.
- s. *SoonerSelect Dental Enrollee Cost Sharing.* Specify the Participating Provider's responsibilities and prohibited activities regarding SoonerSelect Dental program Cost Sharing. When the covered service provided requires a Co-payment, as allowed by the Contractor, the Participating Provider may charge the SoonerSelect Dental Enrollee only the amount of the allowed Co-payment, which cannot exceed the Co-payment amount allowed by OHCA. The Participating Provider shall accept payment made by the Contractor as payment in full for covered services, and the Participating Provider shall not solicit or accept any surety or guarantee of payment from the SoonerSelect Dental Enrollee, OHCA, or the State.
- t. *Third-Party Liability.* Include a provision for Participating Provider responsibility with respect to Third-Party Liability, including:

- i. The Participating Provider’s obligation to identify SoonerSelect Dental Enrollee Third-Party Liability coverage, including Medicare and long-term care insurance as applicable; and
- ii. Except as otherwise required, the Participating Provider shall seek such Third-Party Liability payment before submitting claims to the Contractor.
- u. *Reimbursement Rates and Risk Assumptions.* Include the reimbursement rates and risk assumptions, if applicable.
- v. *Claims Submission and Payment.* Provide for prompt submission of claims information needed to make payment within six (6) months of the covered service being provided to a SoonerSelect Dental Enrollee.
- w. *Value-based Provider Payments/Incentive Plans.* Describe, as applicable, any performance-based Provider payment(s)/incentive plan(s) to which the Participating Provider is subject.
- x. *Quality Management/Quality Improvement (QM/QI) Participation.* The Contractor shall monitor utilization of the quality of services delivered under the Provider Agreement. The Provider Agreement shall require the Participating Provider’s participation and cooperation in any internal and external QM/QI monitoring, utilization review, peer review, and/or Appeal procedures established by OHCA and/or the Contractor and require the Participating Provider’s participation in any corrective action processes that will be taken where necessary to improve quality of care.
- y. *Data and Reporting.* Provide for the timely submission of all reports, clinical information and Encounter Data required by the Contractor and OHCA.
- z. *Indemnify and Hold Harmless.* Specify that at all times during the term of the Provider Agreement, the Participating Provider shall indemnify and hold OHCA harmless from all claims, losses, or suits relating to activities undertaken by the Provider pursuant to the Provider Agreement.
- aa. *Non-discrimination.* Require Participating Providers to:
  - i. Agree that no person, on the grounds of disability, age, race, color, religion, sex, sexual orientation, gender identity, or national origin, shall be excluded from participation in, or be denied benefits of the Contractor’s program or otherwise subjected to discrimination in the performance of the Provider Agreement with the Contractor or in the employment practices of the Participating Provider;
  - ii. Identify SoonerSelect Dental Enrollees in a manner which will not result in discrimination against the SoonerSelect Dental Enrollee in order to provide or coordinate the provision of covered services; and
  - iii. Not use discriminatory practices with regard to SoonerSelect Dental Enrollees such as separate waiting rooms, separate appointment Days or preference to private pay patients.



- bb. *Access and Cultural Competency.* Require Participating Providers to take adequate steps to promote the delivery of services in a culturally competent manner to SoonerSelect Dental Enrollees, including those with LEP and diverse cultural and ethnic backgrounds, disabilities and regardless of gender, sexual orientation, or gender identity.
- cc. *Database Screening and Criminal Background Check of Employees.* Require Participating Providers to comply with all State and federal law/requirements for National Practitioner Data Bank and other database screening and criminal background checks of new hires and current employees and staff who have direct contact with SoonerSelect Dental Enrollees and/or access to SoonerSelect Dental Enrollees' Protected Health Information. The Contractor and/or Participating Providers are prohibited from employing or contracting with individuals or entities that are excluded or debarred from participation in Medicare, Medicaid, or any federal health care program as further detailed at Section 1.18.10: "Prohibited Affiliations and Exclusions" of this Contract. The Contractor shall require Participating Providers to conduct initial screenings and criminal background checks and comply with ongoing monitoring requirements of all employees and contractors in accordance with State and federal law. The Participating Provider shall be required to immediately report to the Contractor any exclusion information discovered. OHCA reserves the right to deny enrollment or terminate a Provider Agreement with a Participating Provider as provided under State and/or federal law.

OHCA reserves the right to amend these requirements as it deems necessary.

### **1.12.2.3 Network Provider Agreement Limitations/Restrictions and Assurances**

The Contractor shall not include any of the following limitations or restrictions in any Provider Agreement:

- a. *Non-Compete Clause.* Prohibit a Participating Provider from entering into a contractual relationship with another CE (i.e., no covenant-not-to-compete) or include any compensation terms (i.e., incentive or disincentive) that encourages a Participating Provider not to enter into a contractual relationship with another CE.
- b. *Interference with Provider-Patient Relationship.* In accordance with 42 C.F.R. § 438.102(a)(1)(i)-(iv), the Provider Agreement shall not contain any provisions that prohibit or otherwise restrict Participating Providers acting within the scope of the Participating Provider's license from advising or advocating on behalf of SoonerSelect Dental Enrollees for the following:
  - i. SoonerSelect Dental Enrollee health status, medical care, or treatment options, including any alternative treatment that may be self-administered;
  - ii. Any information a SoonerSelect Dental Enrollee needs to decide among all relevant treatment options;
  - iii. The risks, benefits and consequences of treatment or non-treatment; or

- iv. The SoonerSelect Dental Enrollee’s right to participate in decisions regarding the SoonerSelect Dental Enrollee’s health care, including the right to refuse treatment and to express preferences about future treatment decisions.
- c. *The right to request resolution or support to file a Grievance or Appeal on behalf of a SoonerSelect Dental Enrollee if authorized by the SoonerSelect Dental Enrollee to do so.* The Contractor must include assurances in any Provider Agreement, including single case agreements in Section 1.12.2.5: “Single Case Agreements” of this Contract that it will take no punitive action against a Provider who either requests an expedited resolution or supports a SoonerSelect Dental Enrollee’s Appeal.

#### **1.12.2.4 Provider Agreement Requirements for Specific Provider Types**

The Contractor shall include the following provisions in its Provider Agreements, as applicable to the specific Provider types in this Section.

##### **1.12.2.4.1 PCD Provider Agreements**

In addition to the minimum Provider Agreement requirements in Section 1.12.2.2: “Minimum Content Requirements” of this Contract and 1.12.2.3: “Network Provider Agreement Limitations/Restrictions and Assurances” of this Contract, the Contractor shall include PCD responsibilities in all Agreements with PCD Providers. At a minimum, PCD responsibilities specified in the Provider Agreement shall include:

- a. Delivering primary dental care services and follow-up care;
- b. Utilizing and practicing evidence-based dentistry and clinical decision supports;
- c. Making referrals for specialty care and other covered services and, when applicable, working with the Contractor to allow SoonerSelect Dental Enrollees to directly access a specialist as appropriate for a SoonerSelect Dental Enrollee’s condition and identified needs;
- d. Maintaining a current medical record for the SoonerSelect Dental Enrollee;
- e. Using health information technology to support care delivery;
- f. Ensuring coordination and continuity of care with Providers, including but not limited to specialists;
- g. Engaging active participation by the SoonerSelect Dental Enrollee and the SoonerSelect Dental Enrollee’s family, Authorized Representative, or personal support, when appropriate, in health care decision-making and feedback;
- h. Ensure Enrollee has access to information on emergency dental care 24-hours per day, seven (7) Days a week, either directly or through coverage arrangements made with other Providers, clinics and/or local hospitals, or via a nurse staffed 24-Hour call line;
- i. Providing enhanced access to care, including extended office hours outside normal Business Hours, and facilitating use of open scheduling and same-day appointments where possible; and

- j. Participating in continuous quality improvement and voluntary performance measures established by the Contractor and/or OHCA.

### **1.12.2.5 Single Case Agreements**

The Contractor may enter into a single case agreement with any Provider performing covered services who is not willing to become a Participating Provider with the Contractor. The Contractor must ensure that the Provider is an OHCA Provider. In instances where a single case agreement is needed, and the Provider is not an OHCA Provider, OHCA must approve the single case agreement prior to Contract execution.

### **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.

#### **1.12.3.1 Credentialing and Recredentialing Timeframes**

Prior to entering into a Network Provider Agreement, the Contractor shall ensure that Providers have been properly credentialed to ensure provider facilities, organizations, and staff meet all qualifications and requirements for participation in the Oklahoma's Medicaid Program. All applications must be credentialed and the Contractor's claim systems must be able to recognize the Provider as a SoonerSelect Network Provider, no later than forty-five (45) Days of receipt of a completed application. The Contractor may request an extension of fifteen (15) Days from OHCA on a case-by-case basis.

If an application does not include required information, the Contractor must provide the Provider written notice of all missing information no later than five (5) Business Days after receipt. For new Providers, the Contractor must complete the credentialing process prior to the effective date of the Network Provider Contract. The recredentialing process must take into consideration Provider performance data including SoonerSelect Dental Enrollee Grievance and Appeal, quality of care, and utilization management. The Contractor shall ensure all credentialed Providers are loaded into the Contractor's Provider files and claims system within fifteen (15) Calendar Days of receipt from the CVO.

The Contractor must review and approve the credentials of all applicable licensed and unlicensed Participating and contracted Providers who participate in the Contractor's Provider Network at least once every three (3) years.

### **1.12.3.2 Ongoing Monitoring and Peer Review**

The Contractor shall complete ongoing monitoring and peer review of Provider compliance, Grievances, and quality issues between recredentialing cycles. The Contractor shall collect and review relevant information and take appropriate and prompt action against Providers when the Contractor identifies occurrences of poor quality.

### **1.12.3.3 Non-Licensed Providers**

When individuals providing services under this Contract are not required to be licensed or certified, the Contractor shall ensure, based on applicable State regulations, rules and/or program standards, that the individuals are appropriately educated, trained, qualified, and competent to perform their job responsibilities. In addition, the Contractor shall perform background checks and database screening in accordance with State and federal laws to ensure the Provider has not been excluded or debarred from participation in Medicare, Medicaid, or any federal health care program or employed/contracted with an individual/entity that has been excluded or debarred from these health care programs. This provision also applies to agency Providers that employ or hire non-licensed staff.

### **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.

#### **1.12.4.1 PCD Provider Standards**

The Contractor shall provide and maintain an adequate network of PCD Providers, to ensure that SoonerSelect Dental Enrollees have access to all comprehensive dental services in the SoonerSelect Dental program benefit package. The Contractor shall ensure that each SoonerSelect Dental program SoonerSelect Dental Enrollee has a PCD Provider.

PCD Providers include the following Provider types:

- a. Federally Qualified Health Center (QHC) and Rural Health Centers (RHC) Provider groups, dentists and dental specialists who meet the descriptions above and are authorized within their scope of practice under State law to provide these services; and
- b. Indian Health Care Providers.

The Contractor may allow SoonerSelect Dental program SoonerSelect Dental Enrollees to select a specialist or subspecialist as the SoonerSelect Dental Enrollees’ PCD Provider, where medically appropriate, and provided that the selected specialist Provider is willing to perform all responsibilities of a PCD Provider.

The Contractor shall meet the following access standards for PCD Providers:

Provider Type	Measure	Standard
Distance		
Adult PCD Pediatric PCD	Urban Distance	Within twenty (20) miles of a SoonerSelect Dental Enrollee’s residence
Adult PCD Pediatric PCD	Rural Distance	Within sixty (60) miles of a SoonerSelect Dental Enrollee’s residence
Appointment Time		
Adult PCD Pediatric PCD	<ul style="list-style-type: none"> <li>Not to exceed thirty (30) Days from date of the SoonerSelect Dental Enrollee’s request for routine appointment.</li> <li>Within twenty-four (24) hours for Urgent Care.</li> <li>Each PCD shall allow for at least some same-day appointments to meet acute care needs.</li> </ul>	

#### **1.12.4.2 Specialty Provider Standards**

The Contractor’s Participating Provider network shall include a sufficient number and type of adult and pediatric specialty dental Providers to ensure that SoonerSelect Dental Enrollees have access to all specialty dental care services in the SoonerSelect Dental program benefit package and to meet program access standards for adequate capacity.

The Contractor shall meet the following access standards for Specialty Providers:

Provider Type	Measure	Standard
Distance		
Dental Specialist	Urban Distance	Within twenty-five (25) miles of a SoonerSelect Dental Enrollee’s residence
Dental Specialist	Rural Distance	Within sixty (60) miles of a SoonerSelect Dental Enrollee’s residence
Appointment Time		
Dental Specialist	<ul style="list-style-type: none"> <li>• Not to exceed sixty (60) Days from date of the SoonerSelect Dental Enrollee’s request for routine appointment.</li> <li>• Within twenty-four (24) hours for Urgent Care.</li> </ul>	

**1.12.4.3 Indian Health Care Provider Standards**

The Contractor shall comply with the Network adequacy requirements of Section 1.15.4: “Indian Healthcare Providers (IHCPs)” of this Contract.

**1.12.4.4 Essential Community Provider Standards**

Essential community providers, per 56 O.S. 4002.2 include but are not limited to the following Provider types:

- a. FQHCs and RHCs;
- b. IHCPs;
- c. County health departments or city-county health departments;
- d. State agencies, including but not limited to, OJA, OSDH, and OHS; and
- e. Other entities certified by CMS as an essential community Provider as specified under 45 C.F.R. § 156.235.

At its discretion, OHCA may add additional Providers as essential community Providers if the Provider either offers services that are not available from any other Provider within a reasonable access standard or provides a substantial share of the total units of a particular service utilized by the SoonerSelect Dental Enrollees within the region during the last three (3) years, and the combined capacity of other service Providers in the region is insufficient to meet the total needs of the SoonerSelect Dental Enrollees.

The Contractor shall Contract with essential community Providers in the Contractor’s service area to the extent possible and practical. If the Contractor is unable to Contract with essential community Providers

as required below, the Contractor shall demonstrate to OHCA that both adequate capacity and an appropriate range of services for vulnerable populations exist to serve the expected Enrollment in the Contractor's service area without contracting with essential community Providers.

#### **1.12.4.5 Department of Health**

Upon award of this Contract, the Contractor shall extend an offer to all Oklahoma State Department of Health (OSDH) County Health Departments, including any applicable OSDH mobile clinics, to become a Participating Provider with reimbursement for services at OHCA Fee-For-Service (FFS) rates, and any updates thereto, at minimum. In accordance with 63 O.S. §§ 1-105e, when OSDH provides a covered service to any SoonerSelect Dental Enrollee, the OSDH may submit a claim for said service to the Contractor. Upon receipt of the claim, the Contractor shall reimburse OSDH for the service provided in accordance with OHCA FFS rates, and any updates thereto, at minimum. The Contractor shall recognize the public health service delivery model utilized by OSDH as an appropriate Provider of services for reimbursement.

#### **1.12.4.6 Local Oklahoma Provider Organizations (LOPOs)**

Pursuant to 56 O.S. § 4002.4, the Contractor must contract with at least one (1) 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 the Authority. Such contractual arrangements must be in place within twelve (12) months of the effective date of the Contracts awarded.

The Contractor must notify OHCA in writing within five (5) Business Days after contract execution with a LOPO. The notification must include the executed contract, description of the scope of services, and any related incentive payments.

#### **1.12.5 Network Adequacy Exception Process**

OHCA shall allow a Contractor to submit to OHCA a formal written request for a waiver of the distance standards in Section 1.12.4: "Time and Distance and Appointment Access Standards" of this Contract where there are no Participating Providers within the required driving distance, or the Contractor is unable to enter into a Provider Agreement with a particular Provider type.

OHCA will consider requests for waivers to the access standards for all Provider types under limited circumstances. In accordance with 42 C.F.R. § 438.68(d)(1)(ii), the standard by which the exception will be evaluated and approved by OHCA, at minimum, will be based on the number of Providers in that specialty in which the Contractor is requesting the waiver that are practicing in the Contractor's service area. Each waiver request must be supported by information and documentation, as specified by the Reporting Manual.

In accordance with 42 C.F.R. § 438.68(d)(2), OHCA will monitor SoonerSelect Dental Enrollee access to the Provider type for which any waiver is granted on an ongoing basis and include the findings to CMS in the managed care program assessment report required under 42 C.F.R. § 438.66 and in the manner and format required in the Reporting Manual.

## **1.12.6 Provider Agreement Termination**

### **1.12.6.1 Participating Provider Contract Termination**

The Contractor and its Participating Providers shall have the right to terminate the Contracts entered into with each other via a Provider Agreement. The Contractor and its Participating Providers may terminate the Provider Agreement for cause with thirty (30) Days advance written notice to the other party and without cause with sixty (60) Days advance written notice to the other party.

The Contractor shall terminate its Provider Agreement with the Participating Provider immediately under the following circumstances:

- a. To protect the health and safety of SoonerSelect Dental Enrollees;
- b. Upon conviction of credible allegation of Fraud on the part of the Participating Provider;
- c. When the Participating Provider's licenses, certifications and/or accreditations are modified, revoked or in any other way making it unlawful for the Provider to provide services under this Contract; or
- d. Upon request of OHCA.

If OHCA terminates a Provider from SoonerCare participation, OHCA shall notify the Contractor. The Contractor shall be responsible for monitoring all relevant State registries to review any Participating Providers that are terminated by OHCA and subsequently excluded from participation in the Contractor's Participating Provider network.

The Contractor shall follow a process to be defined by OHCA for notification, facilitation of SoonerSelect Dental Enrollee records transfer and any other assistance necessary for an orderly transition of health care from a Provider whose Provider Agreement has been terminated.

### **1.12.6.2 Notification of Participating Provider Network Changes**

#### **1.12.6.2.1 Notification to OHCA of Participating Provider Network Changes**

The Contractor shall notify OHCA when a Provider Agreement is terminated with:

- a. A hospital, FQHC, IHCP facility or any practitioner who is actively serving one hundred (100) or more of the Contractor's SoonerSelect Dental program SoonerSelect Dental Enrollees; or
- b. Any Participating Provider whose termination has the potential to compromise the Contractor's ability to meet one (1) or more Network access standards under this Contract.

In such an event, the Contractor shall provide OHCA with a CAP. OHCA reserves the right to allow SoonerSelect Dental Enrollees affected by the termination of the Provider to disenroll from the Contractor in accordance with the provisions of Section 1.23: "Remedies and Disputes" of this Contract.



The Contractor shall work with the terminated Provider to ensure that any SoonerSelect Dental Enrollee records and information are provided to the Contractor to facilitate an orderly transition of SoonerSelect Dental Enrollee care.

#### **1.12.6.2.2 Notification to Authorities of Provider Agreement Termination**

If the Contractor terminates a Provider Agreement, the Contractor must report the Provider's termination to the appropriate authorities, as required by law or regulation, including the National Practitioner Data Bank (NPDB), State licensing agencies, and any other entity designated by OHCA.

#### **1.12.6.2.3 Notification to SoonerSelect Dental Enrollees of Participating Provider Network Changes**

The Contractor shall notify SoonerSelect Dental Enrollees of Provider disenrollment in accordance with Section 1.12.6: "Provider Agreement Termination" of this Contract.

### **1.12.6.3 Participating Provider Contract Termination Appeal Rights**

The Contractor shall handle Provider Appeals of Provider Agreement terminations using a process substantially the same as the process and requirements set forth in O.A.C. 317:2-1-12. The Contractor shall develop, implement, and maintain a system for tracking Appeals related to Provider Agreement contracting issues. Within this process, the Contractor shall respond fully and completely to each Provider's Appeal and establish a tracking mechanism to document the status and final disposition of each. Such documentation shall be made available to OHCA upon request.

OHCA reserves the right to include an independent review process established by OHCA for final determination on these disputes.

### **1.12.7 Submission of Provider Disenrollment Data to OHCA**

The Contractor shall notify OHCA, in a manner specified by OHCA, of the Contractor's intent to disenroll a Participating Provider at least ten (10) Business Days in advance of sending the notice of disenrollment to the impacted Provider. The Contractor shall also notify OHCA within five (5) Days of the Contractor's receipt of notice from a Participating Provider that the Provider intends to disenroll from the Contractor's network. The Contractor shall submit Participating Provider enrollment data to OHCA in the manner and format required in the Reporting Manual.

#### **1.12.7.1 Direct Access to Specialists**

In accordance with 42 C.F.R. § 438.208(c)(4), the Contractor shall have a mechanism in place to allow SoonerSelect Dental Enrollees with Special Health Care Needs determined through a comprehensive dental assessment to need a course of treatment or regular care monitoring to directly access a Specialist as appropriate for the SoonerSelect Dental Enrollee's condition and identified needs.

## **1.13 Provider Services**

The Contractor shall develop and implement a comprehensive Provider services function within the Contractor's organization that shall include responsibility for, at minimum, the Provider communication and training requirements outlined in this Section of the Contract.

### **1.13.1 Policies and Procedures**

The Contractor shall develop and submit written Provider services policies and procedures to OHCA during Readiness Review and upon request for review and approval as specified in the Reporting Manual. All approved policies and procedures must be maintained for the duration of the Contract. At minimum, the Contractor's Provider services topics shall include:

- a. Provider services call center policies and procedures that address, at minimum:
  - i. Call center staffing;
  - ii. Call center staff training;
  - iii. Call center Hours of operation;
  - iv. Call center access and response standards, monitoring of calls and compliance with standards;
- b. Provider website policies and procedures that address, at minimum:
  - i. Website content;
  - ii. Frequency of website updates; and
  - iii. Ongoing monitoring of accuracy information provided on the website;
- c. Provider manual content review and distribution;
- d. Provider training and education; and
- e. Provider Complaint System, including Provider reconsiderations and Appeals.

### **1.13.2 Provider Services Call Center**

#### **1.13.2.1 Availability**

The Contractor shall maintain a Provider Services Call Center in accordance with the location requirements outlined in Section 1.4.5: "Oklahoma Presence" of this Contract. The Provider Services Call Center shall operate a toll-free telephone line to respond to Provider questions, comments, inquiries, and requests for Prior Authorizations.

The Contractor may operate an overflow call center within the United States for the purposes of meeting the performance requirements listed in this Contract for the Provider Services Call Center.

The Contractor shall ensure that the Provider Services Call Center is staffed adequately to respond timely to Providers' questions at a minimum from 8:00 am to 5:00 pm Central Time, Monday through Friday, except for State Holidays, pursuant to 25 O.S. § 82.1 and Oklahoma Governor's Executive Order regarding Holidays, which is updated annually.

The Contractor shall have an automated system available during business and non-Business Hours. The automated system shall include, at minimum, a voice mailbox for callers to leave messages. In addition, the Contractor shall return all messages on the next business day.

### **1.13.2.2 Provider Services Call Center Performance Standards**

The Contractor shall have a quality control plan to monitor Provider Services Call Center activities and performance. The Contractor shall ensure the Provider Services Call Center meets the following minimum performance requirements:

- a. Call abandonment rate shall be less than five percent (5%);
- b. No incoming call shall receive a busy signal;
- c. Eighty percent (80%) of all calls shall be answered by a live voice within sixty (60) seconds of the first ring;
- d. Average wait time shall not exceed thirty (30) seconds;
- e. Blocked call rate shall not exceed one percent (1%); and
- f. The overflow call center must not receive more than five percent (5%) of all incoming calls to the Call Center.

The Contractor shall have the capability to track these Provider Services Call Center metrics and issue reporting to OHCA in the timeframe and format specified in the Reporting Manual. Provider Services Call Center reporting shall break down performance by:

- a. The Contractor's main Provider Services Call Center;
- b. Overflow call center, if applicable; and
- c. Applicable Subcontractors.

At the end of each Contract Year, the Contractor shall issue to OHCA an annual report that details performance of the Provider Services Call Center and maps out improvement strategies for the following year. At the discretion of OHCA, the Contractor may be subject to a CAP to resolve any outstanding issues.

### **1.13.2.3 Provider Services Call Center Training**

The Contractor shall develop a program to train newly hired staff and retrain current Provider Services Call Center staff. This training program shall address topics that include, at minimum:

- a. The populations covered under the SoonerSelect Dental program;
- b. SoonerSelect Dental program Covered and non-covered services;
- c. Prior Authorization requirements and processes;
- d. Claims submission requirements and processes, including a focus on how to correct claims that have been denied due to Provider submission errors;
- e. Services for AI/AN SoonerSelect Dental Enrollees;
- f. Cultural and linguistic competency;
- g. Out-of-state services;
- h. Filing a Provider Complaint; and
- i. Filing a Grievance or Appeal on behalf of a SoonerSelect Dental Enrollee.

OHCA reserves the right to amend these requirements as it deems necessary.

### **1.13.3 Provider Website**

#### **1.13.3.1 General Website Requirements**

The Contractor shall maintain a website that is accessible to Providers. The Contractor shall:

- a. Ensure the website is accessible via mobile devices;
- b. Maintain a separate and distinct section on its website for its SoonerSelect Dental program information if the Contractor markets other lines of business;
- c. Ensure posted information is current and accurate;
- d. Review and update website content at least monthly;
- e. Include a date stamp on each page within the website with the date the page was last updated;
- f. Clearly label any links;
- g. Comply with HIPAA requirements and all other State and federal statutory and regulatory privacy requirements when providing SoonerSelect Dental Enrollee eligibility or SoonerSelect Dental Enrollee identification on the website, including Provider portal(s); and
- h. Minimize download and wait times and avoid tools or techniques that require significant memory or special intervention.

As part of this website, the Contractor must include a Provider portal that includes functionalities to support Provider services. All SoonerSelect Contractors must align and utilize the same single vendor for

a comprehensive SoonerSelect Dental Provider engagement portal. The vendor must be approved by OHCA. Functionality shall include but not be limited to:

- a. Patient management;
- b. Claims management;
- c. Provider engagement; and
- d. Authorization and referral management.

OHCA reserves the right to amend these requirements as it deems necessary.

### **1.13.3.2 Website Content**

The website shall include all pertinent information including, at least, the following:

- a. Provider Manual;
- b. Sample Provider Agreements;
- c. How to contact the Contractor and its Provider Services department;
- d. Functionality to allow Providers to make inquiries and receive responses from the Contractor regarding care for SoonerSelect Dental Enrollees, including real-time eligibility information and electronic Prior Authorization request and approval;
- e. How to track the status of claims online;
- f. Grievance, Appeal, and State Fair Hearing procedures; and
- g. How to file Provider Complaints, including policies and procedures on Provider reconsiderations and Appeals.

OHCA reserves the right to amend these requirements as it deems necessary.

## **1.13.4 Provider Manual**

### **1.13.4.1 General Provider Manual Requirement**

The Contractor shall develop, provide, and maintain a written Provider Manual for use by the Contractor's Participating Provider network, which is subject to OHCA review and approval. The Contractor shall issue a Provider Manual at time of Provider application. The Provider Manual shall be made available electronically, and in hard copy format (upon Provider request), to all Participating Providers, without cost.

### **1.13.4.2 Provider Manual Content**

The Provider Manual shall include, at minimum, the following topics:

- a. Introduction to the Contractor, its organization and administrative structure;
- b. Requirements for updating Participating Provider demographic data, including the process and timeframes for updating;
- c. Expectations for appointment access standards, by Provider type, as outlined in Section 1.12.4: “Time and Distance and Appointment Access Standards” of this Contract;
- d. Requirements for tracking and following-up on referrals for other services (e.g., specialist referrals);
- e. Listing and description of covered and non-covered services, requirements, and limitations, including applicable EPSDT requirements;
- f. Coordination of benefits with other Providers, any Subcontractors and OHCA’s contractors;
- g. How and where to access any benefits provided by the State, including any Cost Sharing, and how transportation is provided;
- h. Prior Authorization, utilization management, second opinion and referral processes, which shall include the Contractor’s mechanism to allow SoonerSelect Dental Enrollees to directly access a Specialist as appropriate for a SoonerSelect Dental Enrollee’s condition and identified needs;
- i. Medical Necessity standards and Clinical Practice Guidelines;
- j. The extent to which, and how, after-hours coverage is provided;
- k. Any restrictions on the SoonerSelect Dental Enrollee’s freedom of choice among Participating Providers;
- l. Cost Sharing and the Contractor’s tracking systems for aggregate limits;
- m. SoonerSelect Dental Enrollee rights and responsibilities;
- n. Confidentiality and privacy requirements, including, but not limited to HIPAA, with which the Provider must comply;
- o. Provider rights for advising and advocating on behalf of SoonerSelect Dental Enrollees, including the right to file a Grievance or Appeal on behalf of a SoonerSelect Dental Enrollee as their Authorized Representative;
- p. Provider non-discrimination information;
- q. The process of selecting and changing the SoonerSelect Dental Enrollee’s PCD Provider;
- r. Grievance, Appeal and State Fair Hearing procedures and timeframes;
- s. How to file Provider Complaints, including policies and procedures for filing Provider reconsiderations and Appeals;

- t. How to access auxiliary aids and services, including additional information in alternative formats or languages for patients;
- u. The Contractor and State contact information, including addresses and phone numbers;
- v. Information on how to report any potential Fraud, Waste and Abuse;
- w. Information on how to report any potential cases of neglect, abuse, and Exploitation of SoonerSelect Dental Enrollees;
- x. Policies and procedures for Third-Party Liability and other collections;
- y. Protocols for Encounter Data reporting and records applicable to Providers for whom the Contractor reimburses via a capitated arrangement;
- z. Billing, claims submission/filing protocols and standards;
- aa. Payment policies;
- bb. Credentialing and recredentialing information;
- cc. Performance standards; and
- dd. The Contractor's Quality Assessment and Performance Improvement program.

OHCA reserves the right to amend these requirements, as necessary.

### **1.13.5 Provider Education, Training and Technical Assistance**

The Contractor shall establish and maintain a Participating Provider training, education, and technical assistance plan. The Contractor shall update the plan annually and shall submit the plan and updates to OHCA, as specified in the Reporting Manual. The Contractor shall maintain a record of its training, education, and technical assistance activities and shall make this information available to OHCA in the manner and format required in the Reporting Manual.

#### **1.13.5.1 Training Frequency**

The Contractor shall provide initial and ongoing, at a minimum semi-annual, education and training to its Participating Provider network. The Contractor shall provide trainings in varying geographic locations based on Participating Provider Network concentration and need. The Contractor shall provide a virtual option for trainings, in addition to in-person trainings.

#### **1.13.5.2 Training Content**

The Contractor shall provide the following information, at minimum, in Participating Provider trainings and educational materials and upon request of a Participating Provider:

- a. Conditions of participation with the Contractor;

- b. Participating Provider responsibilities to the Contractor and to SoonerSelect Dental Enrollees;
- c. Prior Authorization, utilization management, second opinion and referral processes, including the Contractor’s mechanism to allow SoonerSelect Dental Enrollees to directly access a specialist as appropriate for a SoonerSelect Dental Enrollee’s condition and identified needs;
- d. How to update the Participating Provider’s demographic or facility information with the Contractor and under what timeline;
- e. Billing requirements, rate structures and amounts;
- f. Claims submission and dispute resolution processes;
- g. Encounter submission and encounter rejection remediation process for Providers for whom the Contractor reimburses via a capitated arrangement;
- h. Cultural and linguistic competency and resources, including AI/AN cultural competency;
- i. Critical Incident reporting requirements and timeframes;
- j. Credentialing and recredentialing processes;
- k. Grievance, Appeal, and State Fair Hearing processes;
- l. Policies and procedures surrounding Provider Complaints;
- m. Information on how to report any potential cases of abuse, neglect, and Exploitation of SoonerSelect Dental Enrollees;
- n. Information, as applicable, about the SoonerSelect Dental program and SoonerSelect Dental Provider responsibilities;
- o. The Contractor’s Quality Assessment and Performance Improvement program; and
- p. Other training and education as required/requested by OHCA or any other State or federal agency.

OHCA reserves the right to amend these requirements as it deems necessary.

### **1.13.5.3 Provider Technical Assistance**

The Contractor shall provide technical assistance to Participating Providers when determined necessary by the Contractor or OHCA or as requested by Participating Providers. Technical assistance includes, but is not limited to, in-person and telephonic one-on-one meetings. All technical assistance shall be provided in a culturally competent manner.

### **1.13.5.4 State Sponsored Provider Outreach Activities**

OHCA reserves the right to require that the Contractor coordinate with OHCA for State-sponsored Provider outreach activities.



### **1.13.6 Provider Complaint System**

A Participating or Non-Participating Provider who is not satisfied with the Contractor's policies and procedures or a decision made by the Contractor that does not impact the provision of services to SoonerSelect Dental Enrollees may file a Provider Complaint. The Contractor shall have written policies and procedures, approved by OHCA, for receiving, tracking, dating, storing, responding to, reviewing, reporting, and resolving Provider Complaints. The Contractor shall establish a Provider Complaint system to track the receipt and resolution of Provider Complaints, including requests for reconsideration or Appeals, as detailed in Sections 1.13.6.1: "Provider Reconsiderations" and 1.13.6.2: "Provider Appeals" of this Contract, respectively. The Contractor shall:

- a. Have sufficient ability to receive Provider Complaints by telephone, in writing or in person;
- b. Have staff designated to receive, process, and resolve Provider Complaints;
- c. Thoroughly investigate each Provider Complaint;
- d. Ensure an escalation process is in place;
- e. Furnish the Provider timely written notification of resolution or results; and
- f. Maintain a tracking system capable of generating reports to OHCA at least weekly during implementation and monthly thereafter on Provider Complaint volume and resolution, in accordance with reporting requirements specified in Section 1.21: "Reporting" of this Contract. OHCA reserves the right to update reporting frequency if needed and will be reflected in the Reporting Manual.

#### **1.13.6.1 Provider Reconsiderations**

The Contractor shall operate a reconsiderations process whereby Providers may request the Contractor reconsider the decision the Contractor has made or intends to make that is adverse to the Provider. At minimum, this shall include reconsiderations of Program Integrity Provider audit findings and Provider Agreement termination. Such policies and procedures shall be provided in writing:

- a. In the Provider Manual detailed in Section 1.13.4: "Provider Manual" of this Contract;
- b. On the Contractor's website detailed in Section 1.13.3: "Provider Website" of this Contract;
- c. At the time the Provider enters into a Provider Agreement or subcontract with the Contractor; and
- d. Upon Provider request.

The Contractor shall require the Provider to submit a request for reconsideration within the timeframe determined by OHCA and pursuant to O.A.C. 317:2-3-10. The Contractor shall resolve all requests for reconsideration within OHCA-determined timeframe. The Contractor shall send a reconsideration resolution notice to the Provider within the timeframe determined by OHCA and including the following, at minimum:

- a. The date of the notice;
- b. The action the Contractor has made or intends to make;
- c. The reasons for the action;
- d. The date the action was made or will be made;
- e. If the action is based upon a statute, regulation, policy or procedure, the Contractor shall provide the statute, regulation, policy, or procedure supporting the action;
- f. An explanation of the Provider's ability to submit an Appeal request to the Contractor within thirty (30) Calendar Days of the date of the notice;
- g. The address and contact information for submission of an Appeal;
- h. The procedures by which the Provider may request an Appeal regarding the Contractor's action;
- i. The specific change in federal or State law that requires the action, if applicable;
- j. The Provider's ability to request a Provider Appeal following completion of the Contractor's reconsideration process where the decision is adverse to the Provider; and
- k. Any other information required by Oklahoma statute or regulation, if applicable.

### **1.13.6.2 Provider Appeals**

The Contractor shall implement and operate a system for Provider Appeals of the Contractor's audit findings related to Program Integrity efforts and for cause and immediate Provider Agreement termination.

The Contractor shall operate a process whereby Providers may Appeal a decision the Contractor has made or intends to make that is adverse to the Provider. Such policies and procedures shall be provided in writing:

- a. In the Provider Manual detailed in Section 1.13.4: "Provider Manual" of this Contract;
- b. On the Contractor's website detailed in Section 1.13.3: "Provider Website" of this Contract;
- c. At the time the Provider enters into a Provider Agreement or subcontract with the Contractor; and
- d. Upon Provider request.

The Contractor shall require the Provider to submit an Appeal request in writing within thirty (30) Calendar Days. The Contractor shall resolve all Appeals within OHCA-determined timeframe. The Contractor shall send an Appeal resolution notice to the Provider within thirty (30) Calendar Days and including the following, at minimum:

- a. The date of the notice of Appeal resolution;

- b. The results of the resolution process;
- c. The date of the Appeal resolution;
- d. Any other information required by Oklahoma statute or regulation, if applicable; and
- e. For decisions not wholly in the Provider’s favor:
  - i. An explanation of the Provider’s ability to request an OHCA Administrative Appeal following receipt of the Contractor’s notice of Appeal resolution;
  - ii. How to request an Administrative Appeal;
  - iii. An explanation that any request for an Administrative Appeal must be requested within thirty (30) Calendar Days of the notice of Appeal resolution;
  - iv. The address and contact information for submission of the Administrative Appeal request; and
  - v. Details on the right to be represented by counsel at the Administrative Appeal;

The Contractor shall furnish a litigation summary to OHCA including all information to be specified by OHCA as prescribed in the Reporting Manual within fifteen (15) Calendar Days of a Provider’s request for an Administrative Appeal, as promulgated by OHCA.

## **1.14 Provider Payment**

### **1.14.1 Provider Payment Rates**

#### **1.14.1.1 Participating Provider Payment**

The Contractor shall ensure that rates for Participating Providers are reasonable to ensure SoonerSelect Dental Enrollee access to services, specified at Section 1.12.4: “Time and Distance and Appointment Access Standards” of this Contract, and that they comply with all State and federal provisions regarding rate setting. Pursuant to 56 O.S. § 4002.12, until July 1, 2026, the Contractor must adopt the OHCA established fee schedule at one hundred percent (100%) for the rate in effect when the service was rendered as the minimum rates of reimbursement for Participating Providers who have elected not to enter into value-based payment arrangements or other alternative payment agreements.

The Contractor shall adhere to State and federal requirements pertaining to payments of specific Provider types as described in Sections 1.14.1.2: “Payment to Non-Participating Provider” through 1.14.1.7, “Value-Based Provider Payments” of this Contract.

The Contractor’s Provider rate setting in the aggregate must align with the provisions of Section 1.22.2: “Value-Based Contracting” of this Contract.

#### **1.14.1.2 Payment to Non-Participating Provider**

If the Contractor is unable to provide covered services to a SoonerSelect Dental Enrollee within the Contractor's Network of Participating Providers, the Contractor must adequately and timely arrange for the provision of these services by Non-Participating Providers, in accordance with 42 C.F.R. § 438.206(b)(4). Pursuant to 42 C.F.R. § 438.206(b)(5), the Contractor shall ensure that, if applicable, the cost to the SoonerSelect Dental Enrollee is no greater than it would have been if the services were furnished by a Participating Provider. Except as otherwise precluded by law and/or specified for IHCPs, FQHCs, and RHCs, the Contractor shall reimburse Non-Participating Providers for covered services provided to SoonerSelect Dental program SoonerSelect Dental Enrollees at a minimum of ninety percent (90%) of the current Medicaid fee schedule/payment rate, unless the Contractor and the Non-Participating Provider agree to a different reimbursement amount.

#### **1.14.1.3 Balance Billing**

In accordance with § 1932(b)(6) of The Act and 42 C.F.R. §§ 438.3(k) and 438.230(c)(1)-(2), the Contractor shall ensure that a SoonerSelect Dental Enrollee is held harmless by the Provider for the costs of covered services except for any applicable Co-payment amount allowed by OHCA. The Contractor shall ensure no balance billing by Providers, referral Providers, and Subcontractors to any Enrollees for services covered under this Contract.

#### **1.14.1.4 Payments to IHCPs**

The Contractor shall reimburse IHCPs in accordance with the requirements of Section 1.15.4.3: "Payments to IHCPs" of this Contract.

#### **1.14.1.5 Payments to FQHCs**

Notwithstanding the provisions of Section 1.14.1.1: "Participating Provider Payment," the Contractor shall provide payment for the provision of covered services provided by contracted FQHCs at the Prospective Payment System (PPS) Rate and methodology as employed by OHCA for Eligibles not enrolled in the SoonerSelect Dental Program as per the currently approved State Plan, unless a separate payment rate and methodology is negotiated between the Contractor and the Participating Provider and is approved by OHCA. The Contractor's payment to a contracted FQHC shall not be less than the level and amount of payment which the Contractor would make for the services if the services were furnished by a Participating Provider that is not a FQHC, in accordance with § 1903(m)(2)(A)(ix) of The Act.

#### **1.14.1.6 Payments to RHCs**

The Contractor shall offer RHCs Contracts that reimburse RHCs using the methodology in place for each specific RHC prior to January 1, 2023, including any and all annual rate updates. The Contractor shall comply with all federal program rules and requirements, and the transformed Medicaid delivery system shall not interfere with the program as designed.

### **1.14.1.7 Value-Based Payments**

The Contractor may implement value-based payment (VBP) strategies to align payments between payers and Providers to incentivize quality, health outcomes, and value over volume to achieve the goals of better care, smarter spending, and healthier people.

In accordance with 42 C.F.R. § 438.3(i) and Section 1903(m)(2)(A)(x) of The Act, such value-based payment arrangements, as applicable, must meet the physician incentive plan requirements of 42 C.F.R. §§ 422.208 and 422.210, including:

- a. The Contractor shall not make a payment, directly or indirectly, to a Participating Provider as an inducement to reduce or limit covered services furnished to an Enrollee; and
- b. If the Contractor's VBP arrangement puts a physician/physician group at substantial financial risk, as determined at 42 C.F.R. § 422.208(d), for services not provided by the physician/physician group, the Contractor must ensure that the physician/physician group has adequate stop-loss protection.

### **1.14.1.8 Directed Payments to Certain Qualified Providers**

If the State uses directed payment programs (DPPs) for Providers, the following will apply. The Contractor shall fully participate in and faithfully execute all directed payment programs (DPPs) established by OHCA in accordance with 42 C.F.R. § 438.6(c) and 56 O.S. § 4002.12b. These DPPs will be defined by OHCA. OHCA will establish criteria for each DPP, including but not limited to the time frame for the directed payment; Providers who will participate in the directed payment; and the mechanism for the calculation and delivery of the amount(s) to be paid to the selected Providers. The CE will collect and provide to OHCA such information as is required to support all directed payment programs. Directed payment programs will be in accordance with CMS requirements, including 42 C.F.R. § 438.6(c).

Annually, the State will estimate the allocation to be assigned to each Contractor rate cell using rate development based historical utilization for the estimated payment distribution depending on the approved DPP by CMS. Directed payments are required to be made via electronic fund transfer (EFT) unless requested in another form by the qualifying Provider.

#### **1.14.1.8.1 Directed Payments Reporting**

OHCA will send each Contractor a report along with its quarterly payment that indicates the amount of the total payment for each Qualified Provider.

OHCA will send each Qualified Provider a quarterly report summarizing utilization per category of service by the Contractor used to determine the Directed Payments.

Within thirty (30) Calendar Days of receipt of payment of the Directed Payments from OHCA, the Contractor must submit a quarterly report indicating the following:

- a. Qualified Providers that received Directed Payments;

- b. Total amount paid to each Qualified Provider;
- c. The date such Directed Payments were made to the Qualified Providers; and
- d. The amount of total payment made to all Qualified Providers.

#### **1.14.1.8.2 Directed Payments Adjustment**

The Contractor is prohibited from making any changes to the DPP reimbursement levels unless at the direction of OHCA.

No retroactive adjustments to the Directed Payments may be issued by the Contractor to the Qualified Providers unless such retroactive adjustment was approved by OHCA.

### **1.14.2 Prohibited Payments**

#### **1.14.2.1 Overpayments**

The Contractor shall report Overpayments to OHCA and recover Overpayments the Contractor identifies from its Participating Providers as specified in Section 1.18.6: “Reporting Overpayments” of this Contract.

#### **1.14.2.2 Suspension of Payments**

The Contractor shall suspend payments to a Participating Provider for which the State determines there is a credible allegation of Fraud in accordance with Section 1.18.7: “Suspension of Payments for Credible Allegation of Fraud” of this Contract and in accordance with 42 C.F.R. § 455.23.

#### **1.14.2.3 Providers Ineligible for Payment**

The Contractor shall ensure that no payments using Medicaid funds are made for services or items as provided in Section 1.18.10: “Prohibited Affiliations and Exclusions” of this Contract.

#### **1.14.2.4 Provider-Preventable Conditions**

In accordance with 42 C.F.R. §§ 438.3(g), 434.6(a)(12)(i) and 447.26(b), the Contractor shall not make any payment to a Provider for Provider-Preventable Conditions as defined at 42 C.F.R. § 447.26(b). Provider- preventable Conditions for which payment shall not be made include:

- a. Conditions meeting the following criteria:
  - i. Is identified in the State Plan;
  - ii. Has been found by OHCA, based upon review of medical literature by qualified professionals, to be reasonably preventable through the application of procedures supported by evidence-based guidelines;
  - iii. Has a negative consequence for the SoonerSelect Dental Enrollee;

- iv. Is auditable; and
- v. Includes, at a minimum, wrong surgical or other invasive procedure performed on a patient, on the wrong body part or on the wrong patient.

### **1.14.3 Payment Assurance**

Pursuant to 42 C.F.R. § 438.60, OHCA ensures that no payment is made to a Participating Provider other than by the Contractor for services covered under this Contract, except when these payments are specifically required to be made by the State in Title XIX of The Act, Title 42 of the C.F.R., or when OHCA makes direct payments to Participating Providers for graduate medical education costs approved under the Medicaid State Plan. OHCA reserves the right to review any and all Contractor policies and procedures to ensure compliance with this assurance.

### **1.14.4 Claims Processing**

#### **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.

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 admission is earlier than date of discharge;



- k. Identifying missing, invalid, or mismatched Provider National Provider Identifiers (NPIs), and/or Taxpayer Identification Numbers (TINs)/Employer Identification Numbers (EINs).

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 Timely Claims Filing and Processing**

### **1.14.5.1 Timely Claims Filing Requirements**

The Contractor shall adjudicate Provider claims in accordance with timely filing limits specified in O.A.C. 317:30-3-11. The Contractor shall require the Provider to submit all claims within six (6) months from the date of service. The Contractor may not impose requirements to file claims within a shorter period.

The Contractor shall require claims to be resubmitted, when applicable, within an additional six (6) months from the date of service. The only exceptions to the resubmission deadline are the following:

- a. Administrative correction or action by the Contractor taken to resolve a dispute;
- b. Reversal of eligibility determination;
- c. Investigation for Fraud or Abuse of the Provider; or
- d. Court order or hearing decision.

### **1.14.5.2 Timely Payment Requirements**

The Contractor shall observe the following requirements in adjudicating Clean Claims:

- a. Ensure that ninety percent (90%) of Clean Claims received from all Providers are paid within fourteen (14) Days of receipt; and
- b. Ensure that ninety-nine percent (99%) of Clean Claims received from all Providers are paid within ninety (90) Days of receipt.

In accordance with 42 C.F.R. § 447.45(d), all claims shall be paid within twelve (12) months of date of receipt by the Contractor, except in the following cases:

- a. The time limitation does not apply to retroactive adjustments paid to Providers who are reimbursed under a retrospective payment system, as defined in 42 C.F.R. § 447.272;
- b. The time limitation does not apply to claims from who are then involved in a state or Federal investigation based on allegations of violating state or Federal Fraud and Abuse laws; and

- c. The Contractor may make payments at any time in accordance with a court order, to carry out hearing decisions or OHCA/Contractor corrective actions taken to resolve a dispute, or to extend the benefits of a hearing decision, corrective action, or court order to others in the same situation as those directly affected by it.

The Contractor shall develop and submit its policies and procedures governing the processing of claims to OHCA during Readiness Review for review and approval. At minimum, these policies and procedures should cover the format in which claims are to be submitted, the speed with which the Participating Provider or Subcontractor can expect them to be processed, and compliance with State and federal laws.

The Contractor shall pay its Participating Providers and Subcontractors consistent with Section 1902(a)(37)(A) of The Act.

### **1.14.5.3 Date of Receipt and Date of Payment**

The following definitions shall apply for the purpose of determining timely payment of Clean Claims in accordance with §§ 1902(a)(37)(A) and 1932(f) of The Act:

- a. In accordance with 42 C.F.R. §§ 447.45(d)(5) and 447.46(c)(1), the date of receipt, for purposes of Section 1.14.5: “Timely Claims Filing and Processing” of this Contract, shall be the date the Contractor received the claim as indicated by its date stamp on the claim.
- b. In accordance with 42 C.F.R. §§ 447.45(d)(6) and 447.46(c)(1), the date of payment, for purposes of Section 1.14.5: “Timely Claims Filing and Processing” of this Contract, shall be considered to be the date of the check or other method of payment to the Provider from the Contractor.

### **1.14.5.4 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.

### **1.14.5.5 Treatment of Unclean Claims**

If the Contractor receives a claim submission that does not include all the necessary documentation or information to be determined a Clean Claim in order to pay the claim, resulting in a denial or partial denial of the claim, the Contractor shall notify the Provider who submitted the claim in writing within seven (7) Days of receipt and explain what further documentation is needed for the Contractor to adjudicate the claim. Resubmission of a claim with further information and/or documentation shall constitute a new claim for purposes of establishing the time frame for claims processing.

### **1.14.5.6 Claim Corrections and Resubmissions**

Any corrections or resubmissions of existing, paid claims shall be submitted as adjustments to the existing claim.

### **1.14.6 Claims Format**

The Contractor shall accept HIPAA-compliant formats for electronic claims submission. The Contractor shall comply with the following standardized paper billing forms and formats, and any updates thereto:

- a. Professional claims: CMS 1500 claim form
- b. Institutional claims: CMS 1450/UB04
- c. Dental claims: American Dental Association (ADA) Dental claim form

The Contractor shall adhere to national standards and standardized instructions and definitions that are consistent with industry norms. These shall include, but not be limited to, HIPAA-based standards and federally required safeguard requirements.

### **1.14.7 Remittance Advice**

The Contractor shall send a remittance advice with the claim payment unless payment is executed electronically. If the payment is electronic, the Contractor shall send the remittance advice the same day, either electronically in 835 format or via download on the Provider portal.

### **1.14.8 Claims Inquiries and Disputes**

The Contractor shall develop and submit policies and procedures governing claims inquiries and disputes to OHCA during Readiness Review for review and approval. The claims dispute resolution process developed by the Contractor shall include at least two (2) levels for Providers to dispute the nature of Medical Necessity, with the second level including review by a medical professional with the same or similar specialty to the medical area that is the topic of the dispute. The Contractor shall systematically capture the status and resolution of all claim disputes, as well as all associated documentation.

## **1.15 American Indian/Alaska Native Population and Indian Health Care Providers**

OHCA is committed to preserving the protections afforded to AI/AN SoonerSelect Dental Enrollees under federal law, while expanding access to person/family-centered Care Coordination. OHCA is also committed to preventing disruption in payments to Indian Health Care Providers (IHCPs), while encouraging opportunities for creative partnerships between the Contractor and IHCP community.

OHCA and the Contractor will pursue these objectives and maintain open communication with AI/AN stakeholders through the processes outlined in this section and in compliance with the Oklahoma Medicaid State Plan, in accordance with the range of Indian managed care protections established by CMS through its 2016 Final Rule (See, 81 Fed. Reg. 88 (May 6, 2016) (codified at 42 C.F.R. Parts 431; 433, 438, 440, 457, and 495), and the guidance issued through the Center for Medicaid and CHIP Services (CMCS) Informational Bulletin (CIB 12-14-16) published December 14, 2016. The Contractor shall utilize the "Model Medicaid and Children's Health Insurance Program (CHIP) Managed Care Addendum for Indian Health Care Providers (IHCPs)" for all IHCPs seeking enrollment into the Contractor's network. Nothing in the Contractor's Network IHCP agreement or in any addendum thereto shall constitute a waiver of federal or Tribal sovereign immunity.

Contractors and IHCPs may refer to the “Model Medicaid and Children’s Health Insurance Program (CHIP) Managed Care Addendum for Indian Health Care Providers (IHCPs) by visiting the following CMS web address: <https://www.medicaid.gov/federal-policy-guidance/downloads/cib121416.pdf>

A reference copy will also be made available on the OHCA and Contractor websites at all times during the Contract period.

### **1.15.1 Tribal Government Liaison**

As a part of Key Staff, the Contractor shall employ a full-time Tribal Government Liaison as described in Section 1.4.6.2: “Key Staff” of this Contract, to conduct outreach to the AI/AN community and to serve as a resource for SoonerSelect Dental Enrollees and Providers with questions or issues. The Tribal Government Liaison will develop policy and lead Tribal consultation with Tribal governments and Tribal health care Providers in Oklahoma.

The Contractor shall develop and submit a Tribal outreach plan to OHCA during Readiness Review for review and approval. The Tribal Government Liaison will also be responsible for communicating with and advising Contractor’s Key Staff on topics regarding issues and concerns raised by IHCPs and AI/AN SoonerSelect Dental Enrollees including but not limited to, reimbursement, claims payments, access to care, and Enrollment, etc. The Tribal Government Liaison will also coordinate cultural competency training for Contractor’s staff.

### **1.15.2 OHCA Tribal Government Relations Unit**

OHCA Tribal Government Relations unit acts as an AI/AN liaison between OHCA and CMS, Indian Health Service, Urban Indian facilities, and Indian Tribes of Oklahoma for State and national level issues, including (without implied limitation) AI/AN work groups, policy development and compliance, Tribal consultation, payment issues, and elimination of health disparities. The Contractor’s Tribal Government Liaison shall serve as a single point-of-contact for OHCA Tribal Government Relations Unit and shall attend Tribal consultation meetings, workgroups, and trainings held by OHCA.

### **1.15.3 AI/AN SoonerSelect Dental Enrollees**

#### **1.15.3.1 Enrollment and Disenrollment**

OHCA or its designee will provide Choice Counseling and OHCA’s Enrollment materials will advise eligible AI/AN SoonerSelect Dental Enrollees that they have the option to enroll in the SoonerSelect Dental program. SoonerSelect Dental. Enrollees who opt-in will be subject to the Enrollment provisions specified in Section 1.6: “Enrollment and Disenrollment” of this Contract, except that AI/AN SoonerSelect Dental Enrollees may disenroll from the SoonerSelect Dental program without cause. If an AI/AN Eligible elects not to enroll or enrolls and then chooses to disenroll from the SoonerSelect Dental program, the AI/AN Eligible shall have a new opportunity to enroll at the next Open Enrollment Period.

#### **1.15.3.2 IHCP Primary Care Dentist**

In accordance with 42 C.F.R. § 438.14(b)(3), unless the Contractor is an Indian Managed Care Entity (IMCE), the Contractor shall permit AI/AN SoonerSelect Dental Enrollees to receive services from an

IHCP Primary Care Dentist who is a Participating Provider and to choose that IHCP as the AI/AN SoonerSelect Dental Enrollee's PCD, if that Provider has capacity to provide the services.

### **1.15.3.3 Access to Out-of-Network IHCPs and Referrals under Purchased and Referred Care**

Pursuant to 42 C.F.R. § 438.14(b)(4), the Contractor shall permit AI/AN SoonerSelect Dental Enrollees to obtain services covered under the Contract from out-of-Network IHCPs from whom the AI/AN SoonerSelect Dental Enrollee is otherwise eligible to receive such services. In accordance with 42 C.F.R. § 438.14(b)(6), the Contractor shall also permit an out-of-Network IHCP to refer an AI/AN SoonerSelect Dental Enrollee to a Participating Provider. This includes services furnished by an out-of-Network IHCP or through referral under purchase and referred care.

### **1.15.3.4 SoonerSelect Dental Enrollee Cost Sharing**

AI/AN SoonerSelect Dental Enrollees are exempt from Cost Sharing in accordance with the requirements of Section 1.17.2: "Cost Sharing Exempt Populations" of this Contract.

## **1.15.4 Indian Healthcare Providers (IHCPs)**

### **1.15.4.1 Sufficient IHCP Participation**

In accordance with 42 C.F.R. § 438.14(b)(1), the Contractor shall demonstrate there are sufficient IHCPs participating in the Contractor's Network to ensure timely access to services available under the Contract from such Providers for AI/AN SoonerSelect Dental Enrollees who are eligible to receive services. The Contractor shall provide OHCA with Network accessibility reports that are specific to its AI/AN SoonerSelect Dental Enrollees and IHCP network, in accordance with Reporting Manual requirements.

### **1.15.4.2 Timely Access to IHCPs**

If timely access to covered services cannot be ensured due to few or no IHCPs in the State, the Contractor will be considered to have met the IHCP Network requirement if AI/AN SoonerSelect Dental Enrollees are permitted by the Contractor to access out-of-State contracted IHCPs. In such a case, the Contractor must permit the SoonerSelect Dental Enrollee may travel to a border state (Arkansas, Colorado, Kansas, Missouri, New Mexico, or Texas) within one hundred (100) miles of the Oklahoma State border to receive dental services covered under this Contract.

This circumstance shall also be deemed to be good cause for Disenrollment from both the Contractor and the SoonerSelect Dental program in accordance with 42 C.F.R. § 438.56(c).

### **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 for services that are eligible for one hundred percent (100%) federal reimbursement and are provided by an IHS or 638 Tribal facility 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 IHS or

638 Tribal facilities and eligible for one hundred percent (100%) federal reimbursement will not be accepted by OHCA 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 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, IHS/Tribal facilities may enter into Care Coordination agreements with non-IHS/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 these services. The Contractor shall also facilitate the development of Care Coordination agreements between IHCP and other non-IHS/Tribal Providers as necessary to support the provision of services for AI/AN SoonerSelect Dental Enrollees.

#### **1.15.4.4 Indian Managed Care Entity (IMCE)**

Pursuant to 42 C.F.R. § 438.14(d), an Indian Managed Care Entity may restrict its Enrollment to AI/ANs in the same manner as Indian Health Programs may restrict the delivery of services to AI/ANs, as defined in 25 U.S.C. § 1603(12), without being in violation of the requirements in 42 C.F.R. § 438.3(d).

### **1.16 SoonerSelect Dental Enrollee Grievance and Appeal**

#### **1.16.1 Overall Requirements**

As provided under 56 O.S. § 4002.8 and 42 C.F.R. § 438.402(c)(2)(ii), the Contractor and OHCA shall allow a Provider or an Authorized Representative to request an Appeal, file a Grievance, or request a State Fair Hearing, on behalf of a SoonerSelect Dental Enrollee with the written consent of the SoonerSelect Dental Enrollee. When the term “SoonerSelect Dental Enrollee” is used throughout Section 1.16: “SoonerSelect Dental Enrollee Grievance and Appeal” of this Contract, it includes Authorized Representatives.

### **1.16.1.1 SoonerSelect Dental Enrollee Grievance and Appeal System**

In accordance with 42 C.F.R. §§ 438.402, 438.228(a), and 438.228(b), the Contractor shall operate a SoonerSelect Dental Enrollee Grievance and Appeal System to handle Appeal of an Adverse Benefit Determination and Grievance, as well as the processes to collect and track information about them. At all times, the SoonerSelect Dental Enrollee Grievance and Appeal System shall comply with the requirements in all applicable State and federal laws, regulations, and sub-regulatory guidance or policies required by OHCA.

### **1.16.1.2 Receipt of Grievance and Appeal**

The Contractor shall acknowledge receipt of each Grievance and Appeal of an Adverse Benefit Determination, in accordance with 42 C.F.R. § 438.406(b)(1). The process and timeframe by which the Contractor shall meet this requirement shall be determined by OHCA.

### **1.16.1.3 Decision Makers on Grievance or Appeal**

In accordance with 42 C.F.R. § 438.406(b)(2), the Contractor shall:

- a. Ensure that any individuals making a decision on a SoonerSelect Dental Enrollee Grievance or Appeal were not involved in, nor a subordinate of any individual involved in, any previous level of review or decision-making; and
- b. Ensure that any individual making a decision on a SoonerSelect Dental Enrollee Grievance or Appeal of an Adverse Benefit Determination are individuals with appropriate clinical expertise, as determined by OHCA, in treating the SoonerSelect Dental Enrollee's condition or disease when the decision involves the following:
  - i. An Appeal of a denial that is based on lack of Medical Necessity;
  - ii. A Grievance regarding denial of expedited resolution of an Appeal; or
  - iii. A Grievance or Appeal that involves clinical issues.

The Contractor's decision makers on SoonerSelect Dental Enrollee Grievance or Appeal shall, in accordance with 42 C.F.R. § 438.406(b)(2)(iii), take into account all comments, documents, records, and other information submitted by the SoonerSelect Dental Enrollee or the SoonerSelect Dental Enrollee's Authorized Representative without regard to whether such information was submitted or considered by the Contractor in the initial Adverse Benefit Determination, and without regard as to its admissibility in a court of competent jurisdiction.

#### **1.16.1.3.1 Presentation of Evidence**

The Contractor shall, in accordance with 42 C.F.R. § 438.406(b)(4), provide the SoonerSelect Dental Enrollee a reasonable opportunity, in person and in writing, to present evidence and testimony and make legal and factual arguments. The Contractor must inform the SoonerSelect Dental Enrollee of the limited time available for this sufficiently in advance of the resolution timeframes at 42 C.F.R. § 438.408(b)-(c) for Appeal and expedited Appeal.

#### **1.16.1.3.2 Access to SoonerSelect Dental Enrollee Case Files**

The Contractor shall, in accordance with 42 C.F.R. § 438.406(b)(5), provide the SoonerSelect Dental Enrollee the SoonerSelect Dental Enrollee's Case File, including all medical records, other documents and records, and any new or additional evidence considered, relied upon, or generated by the Contractor, or at the Contractor's direction, in connection with the Appeal of the Adverse Benefit Determination. This information must be provided free of charge and sufficiently in advance of the resolution timeframes at 42 C.F.R. § 438.408(b)-(c) for Appeal and expedited Appeal.

#### **1.16.1.3.3 Parties**

In accordance with 42 C.F.R. § 438.406(b)(6), the Contractor's Grievance and Appeal System shall include the following as parties to an Appeal:

- a. The SoonerSelect Dental Enrollee or the SoonerSelect Dental Enrollee's Authorized Representative; or
- b. The legal representative of a deceased SoonerSelect Dental Enrollee's estate.

### **1.16.2 Recordkeeping**

The Contractor shall, in accordance with 42 C.F.R. § 438.416, maintain records of all Grievances and Appeals and shall review the information as part of its ongoing monitoring procedures, as well as for updates and revisions to OHCA's quality strategy. The Contractor shall accurately maintain the records in a manner accessible to OHCA and available upon request to CMS. Except as is established in Section 1.16.8.4: "Contractor State Fair Hearing Support" of this Contract, the Contractor shall produce records to OHCA staff no later than three (3) Business Days after the date of request, in the format (electronic or hard copy) requested. The record of each Grievance or Appeal shall contain, at minimum, the following:

- a. A general description of the reason for the Grievance or Appeal;
- b. Date the Grievance or Appeal request was received by the Contractor;
- c. Date of each review or, if applicable, review meeting;
- d. Resolution at each level of the Grievance or Appeal, if applicable;
- e. Date of resolution at each level, if applicable; and
- f. Name of the SoonerSelect Dental Enrollee for whom the Grievance or Appeal was filed.

### **1.16.3 Written Policies Requirement**

The Contractor shall develop and submit written policies and procedures on its SoonerSelect Dental Enrollee Grievance and Appeal System to OHCA during Readiness Review for review and approval. The Contractor's policies and procedures shall be maintained for the duration of the Contract. In accordance with the requirements of 42 C.F.R. § 438.402, the Contractor's Grievance and Appeal System shall:

- a. Have at least one (1) level of Appeal for SoonerSelect Dental Enrollees;



- b. Allow a SoonerSelect Dental Enrollee to file a Grievance and request an Appeal with the Contractor, with the ability for the SoonerSelect Dental Enrollee to request a State Fair Hearing before OHCA after receiving notice pursuant to 42 C.F.R. § 438.408, and Section 1.16.6: “Adverse Benefit Determinations” of this Contract, that the Adverse Benefit Determination is upheld;
- c. Allow a SoonerSelect Dental Enrollee to file a Grievance with the Contractor, either orally or in writing, at any time; and
- d. Provide that a SoonerSelect Dental Enrollee, upon receiving notice of an Adverse Benefit Determination, shall have sixty (60) Days from the date on an Adverse Benefit Determination notice in which to file a request for an Appeal to the Contractor, which may be filed either orally or in writing.

#### **1.16.4 SoonerSelect Dental Enrollee Grievance and Appeal System Information to be Distributed to Enrollees, Providers, and Subcontractors**

The Contractor shall provide information about the Grievance and Appeal System and State Fair Hearing procedures and timeframes to SoonerSelect Dental Enrollees or the Enrollee’s Authorized Representative, Providers, and Subcontractors consistent with all applicable State and federal laws, regulations, and guidance.

The Contractor shall ensure that all notices related to Grievance and Appeal are available in the prevalent non-English languages required under Section 1.11.1.1: “Prevalent Non-English Languages and Auxiliary Aids” of this Contract. Pursuant to 42 C.F.R. § 438.10(d)(3), the Contractor shall ensure that the notices are available in alternative formats for persons with special needs, with auxiliary aids and services made available upon request at no cost.

In accordance with 42 C.F.R. § 438.406(a), the Contractor’s Grievance and Appeal System shall include provision of reasonable assistance to SoonerSelect Dental Enrollees in completing Grievance or Appeal forms and taking other procedural steps related to the Grievance or Appeal. The Contractor’s reasonable assistance to the SoonerSelect Dental Enrollee shall include, at minimum:

- a. Availability of SoonerSelect Dental Enrollee Care Support Staff;
- b. Auxiliary aids and services upon request, such as providing interpreter services; and
- c. Toll-free numbers that have adequate TTY/TDD and interpreter capability.

In accordance with 42 C.F.R. § 438.10(g)(2)(xi), the Contractor’s SoonerSelect Dental Enrollee Handbook shall include Grievance, Appeal, and State Fair Hearing procedures and timeframes, consistent with 42 C.F.R. Subpart F. At minimum, this information shall include:

- a. SoonerSelect Dental Enrollee Grievance, Appeal, and State Fair hearing procedures and timeframes as specified in 42 C.F.R. §§ 438.400 - 438.424 and in Section 1.16: “SoonerSelect Dental Enrollee Grievance and Appeal” of this Contract;

- b. The SoonerSelect Dental Enrollee’s right to file Grievance and Appeal and the requirements and timeframes for filing;
- c. The availability of assistance to the SoonerSelect Dental Enrollee with filing Grievance and Appeal;
- d. The SoonerSelect Dental Enrollee's right to request a State Fair Hearing after the Contractor has made a determination on a SoonerSelect Dental Enrollee’s Appeal which is adverse to the SoonerSelect Dental Enrollee; and
- e. The SoonerSelect Dental Enrollee’s right to request continuation of benefits, as described in Section 1.16.9: “Continuation of Benefits Pending Appeal and State Fair Hearing” of this Contract, that the Contractor seeks to reduce or terminate during an Appeal or State Fair Hearing filing, , if filed within allowable timeframes, although the SoonerSelect Dental Enrollee may be liable for the cost of any continued benefits while the Appeal or State Fair Hearing is pending if the final decision upholds the Contractor’s determination that is adverse to the SoonerSelect Dental Enrollee.

At a minimum, the Contractor shall include information on the Grievance and Appeal System in:

- a. Applicable SoonerSelect Dental Enrollee written notifications;
- b. The Contractor’s SoonerSelect Dental Enrollee Handbook; and
- c. Any other materials as required by State or federal laws, regulations, and OHCA.

### **1.16.5 SoonerSelect Dental Enrollee Grievance and Appeal System Information for Providers and Subcontractors**

In accordance with 42 C.F.R. §§ 438.414 and 438.10(g)(2)(xi), the Contractor shall provide the following information, at minimum, to all Providers and Subcontractors at the time they enter into a contract or Provider Agreement with the Contractor:

- a. SoonerSelect Dental Enrollee Grievance, Appeal, and State Fair Hearing procedures and timeframes as specified in 42 C.F.R. §§ 438.400 - 438.424 and described in Section 1.16: “SoonerSelect Dental Enrollee Grievance and Appeal” of this Contract;
- b. The SoonerSelect Dental Enrollee’s right to file Grievance and Appeal and the requirements and timeframes for filing;
- c. The availability of assistance to the SoonerSelect Dental Enrollee with filing Grievance and Appeal;
- d. The SoonerSelect Dental Enrollee's right to request a State Fair Hearing after the Contractor has made a determination on a SoonerSelect Dental Enrollee’s Appeal which is adverse to the SoonerSelect Dental Enrollee; and
- e. The SoonerSelect Dental Enrollee’s right to request continuation of benefits, as described in Section 1.16.9: “Continuation of Benefits Pending Appeal and State Fair Hearing” of this

Contract, that the Contractor seeks to reduce or terminate during an Appeal or State Fair Hearing filing, if filed within allowable timeframes, although the SoonerSelect Dental Enrollee may be liable for the cost of any continued benefits while the Appeal or State Fair Hearing is pending if the final decision upholds the Contractor's determination that is adverse to the SoonerSelect Dental Enrollee.

At minimum, the Contractor shall include this information in:

- a. Provider and Subcontractor contracts with the Contractor;
- b. The Contractor's Provider Manual;
- c. Applicable Provider and Subcontractor training materials; and
- d. Any other materials as required by State or Federal laws, regulations, and guidance.

## **1.16.6 Adverse Benefit Determinations**

### **1.16.6.1 General Requirements**

The Contractor shall provide SoonerSelect Dental Enrollee with timely and adequate written notice of an Adverse Benefit Determination consistent with 42 C.F.R. § 438.404(a). The written notice shall include all information required in Section 1.16.6.2: "Notice and Content" of this Contract and meet the timing requirements set forth in Section 1.16.6.3: "Timeframes for Notice Adverse Benefit Determination" of this Contract.

In accordance with 42 C.F.R. § 438.210(c), the Contractor shall notify the requesting Provider, and give the SoonerSelect Dental Enrollee written notice meeting the requirements of 42 C.F.R. § 438.404, of any decision rendered by the Contractor to deny a PA request, or to authorize a service in an amount, duration, or scope that is less than requested by the Provider.

### **1.16.6.2 Notice and Content**

OHCA will work with the Contractor after the award of this Contract to develop model notices of Adverse Benefit Determinations. The written notice shall include, at minimum, the following content set forth at 42 C.F.R. § 438.404(b):

- a. The Adverse Benefit Determination the Contractor has made or intends to make;
- b. The reasons for the Adverse Benefit Determination, including the SoonerSelect Dental Enrollee's right to be provided upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the SoonerSelect Dental Enrollee's Adverse Benefit Determination. Such information shall include necessary criteria, processes, strategies, or evidentiary standards in setting coverage limits;
- c. Information on how to request reasonable access to and copies of all documents, records, and other information relevant to the SoonerSelect Dental Enrollee's Adverse Benefit Determination;

- d. If an Adverse Benefit Determination is upheld, the SoonerSelect Dental Enrollee must be informed of exhausting the Contractor’s one (1) level of Appeal and the right to request a State Fair Hearing;
- e. The conditions in which SoonerSelect Dental Enrollee may request an expedited Appeal process and how the SoonerSelect Dental Enrollee may request it;
- f. The SoonerSelect Dental Enrollee’s right to continued benefits pending the resolution of the Appeal, how continued benefits may be requested, consistent with OHCA’s policy, and notifying the SoonerSelect Dental Enrollee that the SoonerSelect Dental Enrollee may be required to pay the costs of these services should the Adverse Benefit Determination be upheld; and
- g. The SoonerSelect Dental Enrollees’ rights and procedures available pursuant to 42 C.F.R. § 438.404(b).

The notice shall comply with all information requirements at 42 C.F.R. § 438.10 and, consistent with 42 C.F.R. § 438.10(d)(3) and Section 1.11.1.4: “Taglines” of this Contract, contain taglines in each State-established prevalent non-English language as well as large print explaining the availability of written translations or oral interpretation to understand the information provided and the toll-free and TTY/TDD telephone number of the entity providing customer service.

### **1.16.6.3 Timeframes for Notice Adverse Benefit Determination**

The Contractor shall mail the written notice of an Adverse Benefit Determination within the following timeframes set forth in Sections 1.16.6.1: “General Requirements” through 1.16.6.8: “Untimely Prior Authorization Decisions” of this Contract, in accordance with 42 C.F.R. § 438.404(c).

### **1.16.6.4 Termination, Suspension, or Reduction of Previously Authorized Covered Services**

When the action for which the notice of Adverse Benefit Determination is being provided is a termination, suspension, or reduction of previously authorized Medicaid-covered services, the Contractor shall send the written notice at least ten (10) Calendar Days before the date of action, in accordance with 42 C.F.R. §§ 431.211 and 438.404(c)(1). The Contractor shall also send the written notice of an Adverse Benefit Determination via mail and by electronic notice at least ten (10) Calendar Days before the date of action when the SoonerSelect Dental Enrollee’s location and address is unknown, based on returned mail with no forwarding address, in accordance with O.A.C. 317:35-5-67.

Exceptions to the ten (10) Calendar Day advance written notice requirement for termination, suspension or reduction of previously authorized Medicaid-covered services shall be, as follows:

- a. Notice Timeframe for Probable *SoonerSelect Dental* Enrollee Fraud: In accordance with 42 C.F.R. §§ 431.214 and 438.404(c)(1), the Contractor may shorten the written notice of Adverse Benefit Determination to as few as five (5) Calendar Days before the date of action if the Contractor has verified facts that indicate SoonerSelect Dental Enrollee Fraud.
- b. Notice Timeframe for Voluntary or Involuntary *SoonerSelect Dental* Enrollee Eligibility or Service Reduction: In accordance with 42 C.F.R. §§ 431.213 and 438.404(c)(1), the Contractor shall

provide SoonerSelect Dental Enrollees with written notice of an Adverse Benefit Determination no later than the date of the action in the notice in any of the following circumstances:

- i. The Contractor has factual information confirming the SoonerSelect Dental Enrollee's death;
- ii. The SoonerSelect Dental Enrollee submits a signed written statement requesting service termination;
- iii. The SoonerSelect Dental Enrollee submits a signed written statement including information that requires service termination or service reduction and indicates that the SoonerSelect Dental Enrollee understands that service termination or service reduction will result from supplying the information;
- iv. The SoonerSelect Dental Enrollee has been admitted to an institution in which they are ineligible for further services;
- v. The SoonerSelect Dental Enrollee's address is determined unknown based on returned mail with no forwarding address;
- vi. The Contractor has information establishing that the SoonerSelect Dental Enrollee has been accepted for Medicaid services by another local jurisdiction, state, territory, or commonwealth;
- vii. The SoonerSelect Dental Enrollee's physician prescribes a change in the level of medical care;
- viii. The notice involves an Adverse Determination with regard to preadmission screening requirements of Section 1919(e)(7) of The Act; or
- ix. The transfer or discharge from a facility will occur in an expedient fashion.

#### **1.16.6.5 Payment Denial**

In accordance with 42 C.F.R. § 438.404(c)(2), when the action for which the notice of Adverse Benefit Determination is being provided is denial of payment, the Contractor shall provide the notice at the time of any action affecting the claim.

#### **1.16.6.6 Prior Authorization Denial or Limitation**

In accordance with 42 C.F.R. §§ 438.404(c)(3) and 438.210(d)(1), when the action for which the notice of Adverse Benefit Determination is being provided is standard PA decisions that deny or limit services, the Contractor shall provide the notice as expeditiously as the SoonerSelect Dental Enrollee's condition requires and not to exceed fourteen (14) Calendar Days following receipt of the request for service. The Contractor may extend the fourteen (14) Calendar Day PA notice timeframe up to an additional fourteen (14) Calendar Days when requested by the SoonerSelect Dental Enrollee or Provider as Authorized Representative.

If the Contractor justifies to OHCA, upon request, the timeframe be extended for additional information and that the extension is in the SoonerSelect Dental Enrollee's interest, the Contractor shall, in accordance with 42 C.F.R. § 438.404(c)(4), provide the SoonerSelect Dental Enrollee written notice of the reason for the decision to extend the timeframe, inform the SoonerSelect Dental Enrollee of the right to file a Grievance if the SoonerSelect Dental Enrollee disagrees with that decision and issue and carry out its determination as expeditiously as the SoonerSelect Dental Enrollee's health condition requires and no later than the date the extension expires.

#### **1.16.6.7 Expedited Prior Authorization Denial**

In accordance with 42 C.F.R. §§ 438.404(c)(6) and 438.210(d)(2), and in cases in which a Provider indicates or the Contractor determines, that following the standard authorization timeframe could seriously jeopardize the SoonerSelect Dental Enrollee's life, health, or SoonerSelect Dental Enrollee's ability to attain, maintain, or regain maximum function, the Contractor shall expedite the authorization decision and provide oral notice as expeditiously as the SoonerSelect Dental Enrollee's health condition requires and provide written notice no later than seventy-two (72) Hours after receipt of the request for service. The Contractor may extend the seventy-two (72) Hour time period for written notice by up to fourteen (14) Calendar Days if:

- a. The SoonerSelect Dental Enrollee or Provider as Authorized Representative requests an extension; or
- b. The Contractor justifies to OHCA, upon request, a need for additional information and how the extension is in the SoonerSelect Dental Enrollee's interest.

#### **1.16.6.8 Untimely Prior Authorization Decisions**

In accordance with 42 C.F.R. § 438.404(c)(5), the Contractor shall give notice on the date that the timeframes expire, when PA decisions are not reached within the applicable timeframes for either standard or expedited PAs as set forth in Sections 1.16.6.6: "Prior Authorization Denial or Limitation" and 1.16.6.7: "Expedited Prior Authorization Denial" of this Contract.

#### **1.16.6.9 Grievance**

As detailed in Section 1.16.1.1: "SoonerSelect Dental Enrollee Grievance and Appeal System" of this Contract, a SoonerSelect Dental Enrollee may file a Grievance with the Contractor, either orally or in writing at any time.

#### **1.16.6.10 Enrollee Requirement to File Grievance with Contractor**

The SoonerSelect Dental Enrollee shall be required to file a Grievance directly with the Contractor and shall not file with OHCA, in accordance with OHCA's policy as allowed under 42 C.F.R. § 438.402(c)(3).

#### **1.16.6.11 Timeframe for Resolution of Grievance**

The Contractor shall resolve each Grievance and provide notice, as expeditiously as the SoonerSelect Dental Enrollee's health condition requires, which shall be within thirty (30) Calendar Days from the date the Contractor receives the Grievance, in accordance with 42 C.F.R. § 438.408(a) and (b)(1).

In accordance with 42 C.F.R. § 438.408(c)(1), the resolution timeframe may be extended by the Contractor by up to an additional fourteen (14) Calendar Days if:

- a. The SoonerSelect Dental Enrollee or Provider as Authorized Representative requests an extension; or
- b. The Contractor shows to the satisfaction of OHCA, upon request, that there is a need for additional information and how the delay is in the SoonerSelect Dental Enrollee's interest.

If the Contractor extends the timeframe for resolution of a Grievance, pursuant to the preceding language and 42 C.F.R. § 438.408(c)(1), and such extension was not at the request of the SoonerSelect Dental Enrollee, the Contractor must complete the following in accordance with 42 C.F.R. § 438.408(c)(2)(i)-(ii):

- a. Make reasonable efforts to give the SoonerSelect Dental Enrollee prompt oral notice of the delay; and
- b. Give the SoonerSelect Dental Enrollee written notice of the reason for the decision to extend the timeframe within two (2) Calendar Days and inform the SoonerSelect Dental Enrollee of the right to file a Grievance if the SoonerSelect Dental Enrollee disagrees with that decision.

#### **1.16.6.12 Grievance Resolution Notice Format, and Content**

The Contractor shall provide written notice of resolution of a Grievance to the impacted SoonerSelect Dental Enrollee within three (3) Calendar Days of the resolution of the Grievance. In accordance with 42 C.F.R. § 438.408(d)(1) and Section 1.11.4: "New SoonerSelect Dental Enrollee Materials and Outreach" of this Contract, OHCA shall establish the content the Contractor must include in the notice. The notice shall be in a format and language that, at a minimum, meet the requirements of 42 C.F.R. § 438.10, including taglines in each State-established prevalent non-English language as well as large print explaining the availability of written translations or oral interpretation to understand the information provided and the toll-free and TTY/TDD telephone number of the entity providing customer service.

### **1.16.7 Appeals**

#### **1.16.7.1 Authority and Format for Requesting Appeal**

As detailed in Section 1.16.1.1: "SoonerSelect Dental Enrollee Grievance and Appeal System" of this Contract, a SoonerSelect Dental Enrollee, Provider, or Authorized Representative acting on behalf of the SoonerSelect Dental Enrollee as permitted by State Law, may file an Appeal with the Contractor orally or in writing.

In accordance with 42 C.F.R. § 438.402(c)(3), the Contractor must ensure an oral request seeking to appeal an Adverse Benefit Determination is treated as an Appeal.

#### **1.16.7.2 Timeframe for Requesting Appeal**

In accordance with 42 C.F.R. § 438.402(c)(2)(ii), the Contractor shall allow the SoonerSelect Dental Enrollee, Provider, or Authorized Representative acting on behalf of the SoonerSelect Dental Enrollee as

permitted by State law, to file an Appeal to the Contractor within sixty (60) Calendar Days from the date on the Adverse Benefit Determination notice.

### **1.16.7.3 Timeframe for Standard Appeal Resolution**

The Contractor shall resolve each Appeal and provide notice, as expeditiously as the SoonerSelect Dental Enrollee's health condition requires, which shall be within thirty (30) Calendar Days from the date the Contractor receives the Appeal, in accordance with 42 C.F.R. § 438.408(a) and (b)(2).

In accordance with 42 C.F.R. § 438.402(c)(1)(B) and 56 O.S. § 4002.6(J), OHCA may offer and arrange for an external medical review for the Contractor's Adverse Benefit Determination if the following conditions are met:

- a. The review must be at the SoonerSelect Dental Enrollee's option and must not be required before or used as a deterrent to proceed to the State Fair Hearing;
- b. The review must be independent of both OHCA and the Contractor;
- c. The review must be offered without any cost to the SoonerSelect Dental Enrollee; and
- d. The review must not extend any of the timeframes specified in 42 C.F.R. § 438.408 and must not disrupt the continuation of benefits in 42 C.F.R. § 438.420

However, in accordance with 42 C.F.R. § 438.408(c)(1), the resolution timeframe may be extended by the Contractor by up to fourteen (14) Calendar Days if:

- a. The SoonerSelect Dental Enrollee or Provider as Authorized Representative requests an extension; or
- b. The Contractor shows to the satisfaction of OHCA, upon request, that there is a need for additional information and how the delay is in the SoonerSelect Dental Enrollee's interest.

If the Contractor extends the timeframe for resolution of an Appeal, pursuant to the preceding language and 42 C.F.R. § 438.408(c)(1), and such extension was not at the request of the SoonerSelect Dental Enrollee, the Contractor must complete the following in accordance with 42 C.F.R. § 438.408(c)(2)(i)-(iii):

- a. Make reasonable efforts to give the SoonerSelect Dental Enrollee prompt oral notice of the delay;
- b. Give the SoonerSelect Dental Enrollee written notice of the reason for the decision to extend the timeframe within two (2) Calendar Days and inform the SoonerSelect Dental Enrollee of the right to file a Grievance if the SoonerSelect Dental Enrollee disagrees with that decision; and
- c. Resolve the Appeal as expeditiously as the SoonerSelect Dental Enrollee's health condition requires and no later than the date the extension expires.



#### **1.16.7.4 Timeframe for Expedited Resolution**

In accordance with 42 C.F.R. § 438.410(a), the Contractor shall establish and maintain an expedited review process for Appeals, for cases in which the Contractor determines, or when the Provider as the SoonerSelect Dental Enrollee's Authorized Representative indicates that taking the time for a standard resolution could seriously jeopardize the SoonerSelect Dental Enrollee's life, physical or mental health, or ability to attain, maintain, or regain maximum function.

The Contractor shall resolve each expedited Appeal and provide notice, as expeditiously as the SoonerSelect Dental Enrollee's health condition requires, which shall be within seventy-two (72) Hours from the date the Contractor receives the expedited Appeal, in accordance with 42 C.F.R. § 438.408(a) and (b)(3).

In accordance with 42 C.F.R. § 438.408(c)(1), the resolution timeframe may be extended by the Contractor by up to fourteen (14) Calendar Days if:

- a. The SoonerSelect Dental Enrollee or Provider as Authorized Representative requests an extension; or
- b. The Contractor shows to the satisfaction of OHCA, upon request, a need for additional information and how the delay is in the SoonerSelect Dental Enrollee's interest.

If the Contractor extends the timeframe for resolution of an expedited Appeal, pursuant to the preceding language and 42 C.F.R. § 438.408(c)(1), and such extension was not at the request of the SoonerSelect Dental Enrollee, the Contractor must complete the following in accordance with 42 C.F.R. § 438.408(c)(2)(i)- (iii):

- a. Make reasonable efforts to give the SoonerSelect Dental Enrollee prompt oral notice of the delay;
- b. Give the SoonerSelect Dental Enrollee written notice of the reason for the decision to extend the timeframe within two (2) Calendar Days and inform the SoonerSelect Dental Enrollee of the right to file a Grievance if the SoonerSelect Dental Enrollee disagrees with that decision; and
- c. Resolve the Appeal as expeditiously as the SoonerSelect Dental Enrollee's health condition requires and no later than the date the extension expires.

If the Contractor denies a request for expedited Appeal resolution, the Contractor must transfer the Appeal to the standard Appeal resolution timeframe in accordance with 42 C.F.R. § 438.408(b)(2).

#### **1.16.7.5 Appeal Resolution Notice Format and Content**

For all Appeals, the Contractor shall provide written notice of resolution to the impacted SoonerSelect Dental Enrollee, in accordance with 42 C.F.R. § 438.408(d)(2), in a format and language that, at a minimum, meet the standards described at 42 C.F.R. § 438.10. The notice shall contain taglines in each State- established prevalent non-English language as well as large print explaining the availability of written translations or oral interpretation to understand the information provided and the toll-free and TTY/TDD telephone number of the entity providing customer service.

In accordance with 42 C.F.R. § 438.408(d)(2)(ii), the Contractor, in addition to the written notice requirements of the preceding paragraph, shall also make reasonable efforts, as determined by OHCA, to provide oral notice to the SoonerSelect Dental Enrollee for resolution of an expedited Appeal.

OHCA intends to work with the Contractor to develop model notices upon award of this Contract. In accordance with 42 C.F.R. § 438.408(e)(1)-(2), the notice shall include the results of the resolution process and the date it was completed, and for Appeals not resolved wholly in favor of the SoonerSelect Dental Enrollee, the notice shall include the following:

- a. The right to request a State Fair Hearing;
- b. How to request a State Fair Hearing;
- c. The right to request and receive continuation of benefits while the State Fair Hearing is pending, as detailed in 1.16.10: "Continuation of Benefits Pending Appeal and State Fair Hearing" of this Contract;
- d. How to request the continuation of benefits while the State Fair Hearing is pending; and
- e. Notice that the SoonerSelect Dental Enrollee may, consistent with OHCA policy, be held liable for the cost of those benefits if the State Fair Hearing decision upholds the Contractor's Adverse Benefit Determination.

## **1.16.8 Access to State Fair Hearings and Contractor Role**

### **1.16.8.1 Authority and Timeline for State Fair Hearing Request**

Pursuant to 42 C.F.R. §§ 438.402(c)(1)(i) and 438.408(f)(1), a SoonerSelect Dental Enrollee may request a State Fair Hearing under Subpart E of 42 C.F.R. Part 431 only after receiving notice from the Contractor upholding an Adverse Benefit Determination. The SoonerSelect Dental Enrollee shall have one-hundred twenty (120) Calendar Days from the date of the Adverse Benefit to request a State Fair Hearing.

### **1.16.8.2 Deemed Exhaustion of Appeals Process**

If the Contractor fails to adhere to any timing or notice requirements as detailed in 42 C.F.R. § 438.408, the SoonerSelect Dental Enrollee is deemed to have exhausted the Contractor's Appeal process and the SoonerSelect Dental Enrollee may initiate a State Fair Hearing, pursuant to 42 C.F.R. §§ 438.402(c)(1)(i)(A) and 438.408(f)(1)(i).

### **1.16.8.3 Parties to State Fair Hearing**

In accordance with 42 C.F.R. § 438.408(f)(3), parties to the State Fair Hearing shall include the Contractor and the SoonerSelect Dental Enrollee and/or the SoonerSelect Dental Enrollee's Authorized Representative or the representative of a deceased SoonerSelect Dental Enrollee's estate.

### **1.16.8.4 Contractor State Fair Hearing Support**

The Contractor shall maintain a sufficient level of trained staff to provide support in the State Fair Hearing process, including all of the following, at minimum:

- a. The Contractor shall provide OHCA with a summary setting forth the following information:
  - i. Name and address of the SoonerSelect Dental Enrollee, which includes the SoonerSelect Dental Enrollee's Authorized Representative, if applicable;
  - ii. A summary statement concerning why the SoonerSelect Dental Enrollee is filing a request for a State Fair Hearing;
  - iii. A brief chronological summary of the Contractor's action in relationship to the SoonerSelect Dental Enrollee's request for a State Fair Hearing;
  - iv. A statement of the basis of the Contractor's decision;
  - v. A citation of the applicable policies relied upon by the Contractor;
  - vi. A copy of the notice which notified SoonerSelect Dental Enrollee of the decision in question;
  - vii. Any applicable correspondence; and
  - viii. The name and title of the Contractor's staff who will serve as witnesses at the State Fair Hearing.
- b. This summary must be received by OHCA within fifteen (15) Calendar Days after notification of the request for a State Fair Hearing.
- c. Summarizing the arguments presented by the SoonerSelect Dental Enrollee, which includes the SoonerSelect Dental Enrollee's Authorized Representative, if applicable, and the Contractor in summaries for State Fair Hearings to ensure the dispute and actions by the SoonerSelect Dental Enrollee and Contractor are clearly identified. The Contractor shall state the legal basis upon which any dismissal requests are based and include regulations or statutes in support.
  - a. Ensuring timely delivery to the SoonerSelect Dental Enrollee, which includes the SoonerSelect Dental Enrollee's Authorized Representative, if applicable, OHCA, and the Office of Administrative Hearings of State Fair Hearing documentation, as required.

OHCA reserves the right to amend the Contractor State Fair Hearing responsibilities, including setting performance targets for State Fair Hearing requests that are resolved upholding the Contractor's original determination, as it deems necessary and appropriate under this Contract.

## **1.16.9 Continuation of Benefits Pending Appeal and State Fair Hearing**

### **1.16.9.1 When the Contractor Shall Continue Benefits**

In accordance with 42 C.F.R. § 438.420 and O.A.C. 317:2-1-2.6, the Contractor shall continue a SoonerSelect Dental Enrollee's benefits under the Contract when all of the following occur:

- a. The SoonerSelect Dental Enrollee files the request for an Appeal within sixty (60) Calendar Days following the date on the Adverse Benefit Determination notice in accordance with 42 C.F.R. §§ 438.402(c)(1)(ii) and (c)(2)(ii);
- b. The Appeal involves the termination, suspension, or reduction of previously authorized services;
- c. The services were ordered by an authorized Provider;
- d. The period covered by the original authorization has not expired; and
- e. The SoonerSelect Dental Enrollee timely files for continuation of benefits, meaning on or before the later of the following:
  - i. Within ten (10) Calendar Days of the Contractor sending the notice of Adverse Benefit Determination; or
  - ii. The intended effective date of the Contractor’s proposed Adverse Benefit Determination.

If the SoonerSelect Dental Enrollee fails to indicate a preference as to continuation or reinstatement of services in a written request for hearing made within sixty (60) Calendar Days of the Adverse Benefit Determination, services shall be continued or reinstated. Notwithstanding the foregoing, continuation or reinstatement of benefits shall not occur under the following circumstances:

- a. The SoonerSelect Dental Enrollee has exceeded the limit applicable to the services; or
- b. When a Provider has failed to prescribe or order the service or level of service for which continuation or reinstatement is requested.

The Contractor shall also continue or reinstate benefits if the SoonerSelect Dental Enrollee:

- a. Files a request for a State Fair Hearing within one hundred and twenty (120) days of the Adverse Resolution Notice; and
- b. Files a request for continuation of benefits within thirty (30) calendar days of the Adverse Resolution Notice.

The contractor shall continue or reinstate benefits until the State Fair Hearing decision or the SoonerSelect Dental Enrollee withdraws the State Fair Hearing request, refer to Section 1.16.9.2. “Duration of Continued or Reinstated Benefits” of this Contract.

**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) 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.

### **1.16.10 Contractor Recovery**

The Contractor shall not recover from the SoonerSelect Dental Enrollee the costs of services furnished to the SoonerSelect Dental Enrollee during the period of continued or reinstated benefits pending a final resolution of an Appeal or State Fair Hearing. The Contractor shall not recover from the SoonerSelect Dental Enrollee the costs of continued or reinstated benefits upon the final resolution of the Appeal or State Fair Hearing when the final resolution upholds the Contractor's Adverse Benefit Determination.

### **1.16.11 Effectuation of Reversed SoonerSelect Dental Enrollee Appeal Resolutions**

#### **1.16.11.1 Authorization of Services Not Furnished While SoonerSelect Dental Enrollee Appeal is Pending**

In accordance with 42 C.F.R. § 438.424(a), when services are not furnished to the SoonerSelect Dental Enrollee while the SoonerSelect Dental Enrollee's Appeal or State Fair Hearing is pending, and the Contractor or State Fair Hearing officer reverses the decision to deny, limit, or delay services, the Contractor shall authorize or provide the disputed services promptly, and as expeditiously as the SoonerSelect Dental Enrollee's health condition requires. This shall be no later than seventy-two (72) Hours from the date the Contractor receives notice reversing the initial determination to deny, limit, or delay the services.

#### **1.16.11.2 Payment for Services Furnished While SoonerSelect Dental Enrollee Appeal is Pending**

In accordance with 42 C.F.R. § 438.424(b), the Contractor shall pay for disputed services received by the SoonerSelect Dental Enrollee while the SoonerSelect Dental Enrollee's Appeal or State Fair Hearing is pending, and the Contractor or State Fair Hearing officer reverses the initial decision to deny authorization of the services. Payment shall be made in accordance with the terms of this Contract.

## **1.17 Cost Sharing**

### **1.17.1 Compliance with State Plan Requirements**

Any Cost Sharing imposed by the Contractor on any SoonerSelect Dental Enrollee shall be in accordance with Medicaid FFS requirements as outlined in the OHCA State Plan and 42 C.F.R. §§ 447.50 through 447.82.

### **1.17.2 Cost Sharing Exempt Populations**

The Contractor shall not impose Premiums on any SoonerSelect Dental Enrollees. In accordance with 42 C.F.R. § 447.56, 447.52(h), and 447.51(a)(2), the Contractor shall not impose Cost Sharing upon any of the following:

- a. SoonerSelect Dental Enrollee under twenty-one (21) years of age;
- b. Children for whom Child Welfare Services are made available under Part B of Title IV of The Act on the basis of being a child in Foster Care and individuals receiving benefits under Part E of that Title, without regard to age;
- c. Pregnant Women;
- d. Any SoonerSelect Dental Enrollee whose medical assistance for services furnished in an institution is reduced by amounts reflecting available income other than required for personal needs;
- e. SoonerSelect Dental Enrollee receiving hospice care, as defined in Section 1905(o) of The Act;
- f. An AI/AN who is eligible to receive or has received an item or service furnished by an Indian Health Care Provider or through referral under purchased and referred care is exempt from Cost Sharing requirements. AI/ANs who are currently receiving or have ever received an item or service furnished by an IHCP or through referral under purchased and referred care are exempt from all Cost Sharing; and
- g. SoonerSelect Dental Enrollee receiving Medicaid due to a diagnosis of breast or cervical cancer in accordance with 42 C.F.R. § 435.213.

### **1.17.3 Cost Sharing Exempt Services**

In accordance with 42 C.F.R. § 447.56, the Contractor shall implement processes to ensure Cost Sharing is not imposed on any of the following services:

- a. Emergency Services;
- b. Preventive Services;
- c. Provider-Preventable Services; and
- d. Additional services as directed by OHCA and/or CMS.

### **1.17.4 Claims Payment Reductions**

The Contractor shall reduce the payment made to a Provider by the amount of the SoonerSelect Dental Enrollee's Cost Sharing obligation, regardless of whether the Provider has collected the payment or waived the Cost Sharing. Notwithstanding the foregoing, the Contractor shall not reduce payments to Providers, including IHCPs, for items and services provided to AI/ANs who are exempt from Cost Sharing.

### **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.

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.

## **1.18 Program Integrity**

### **1.18.1 General Program Integrity and Compliance Requirements**

The Contractor and its Subcontractors shall comply with all State and federal laws, regulations, and mandates including but not limited to 42 C.F.R. § 438.608 related to program integrity, compliance, and disclosure requirements. This includes all current State and federal laws and regulations as well as any future laws and regulations that may be required.

#### **1.18.1.1 Administrative and Management Arrangements or Procedures**

The Contractor and its Subcontractors shall implement and maintain administrative and management arrangements or procedures that are designed to detect and prevent Fraud, Waste, and Abuse. The Contractor's Fraud, Waste and Abuse policies and procedures shall be coordinated with those of OHCA's Program Integrity and Accountability Unit. In accordance with 42 C.F.R. § 438.608, the Contractor's arrangements, policies, and procedures must include, but not be limited to, the following, as further detailed in Section 1.18.2: "Compliance Program" of this Contract:

- a. Prompt referral of any potential Fraud, Waste, or Abuse to OHCA's Program Integrity and Accountability Unit and Office of General Counsel, in writing using a form as prescribed by OHCA in the Reporting Manual and as described in Section 1.18.1.2: "Referral to OHCA Program Integrity and Accountability Unit and OHCA Office of General Counsel" of this Contract;
- b. Collaboration with OHCA and the Oklahoma Medicaid Fraud Control Unity (MFCU) as described in Section 1.18.1.3: "Collaboration with OHCA and MFCU" of this Contract;
- c. Prompt notification to OHCA regarding changes in a SoonerSelect Dental Enrollee's circumstance that may affect SoonerSelect Dental program eligibility, as prescribed in the Reporting Manual, and as described in Section 1.18.3.1: "Reporting SoonerSelect Dental Enrollee Changes in Circumstance" of this Contract;

- d. Notification to OHCA regarding changes in a Provider’s circumstances that may affect SoonerSelect Dental program eligibility, as prescribed in the Reporting Manual, and as described in Section 1.18.3.2: “Reporting Provider Changes in Circumstance” of this Contract;
- e. Method to verify SoonerSelect Dental Enrollees’ receipt of covered services, as described in Section 1.18.4: “Verifying Delivery of Services” of this Contract;
- f. Written policies and procedures to prevent Fraud, Waste, and Abuse and employee whistleblower protections, as described in Section 1.18.5: “False Claims Act Policies and Whistleblower Protection” of this Contract;
- g. Prompt reporting of all Overpayments, as prescribed in the Reporting Manual and as described in Section 1.18.6: “Reporting Overpayments” of this Contract; and
- h. Suspending payments to Participating Providers when there is a credible allegation of Fraud, as described in Section 1.18.7: “Suspension of Payments for Credible Allegation of Fraud” of this Contract.

**1.18.1.2 Referral to OHCA Program Integrity and Accountability Unit and OHCA Office of General Counsel**

In accordance with 42 C.F.R. § 438.608(a)(7), the Contractor shall make a prompt referral of any potential Fraud, Waste, or Abuse that the Contractor, or its Subcontractor to the extent that the Subcontractor is delegated responsibility for coverage of services and payment of claims, to OHCA’s Program Integrity and Accountability Unit and Office of General Counsel Division, in writing using a form as prescribed by OHCA in the Reporting Manual. The referral shall be made within three (3) Business Days of the Contractor’s identification of the activity at issue.

**1.18.1.3 Collaboration with OHCA and MFCU**

The Contractor shall collaborate with the Oklahoma MFCU and OHCA as necessary to ensure integrity of the SoonerSelect Dental program. At minimum, the Contractor shall:

- a. Participate in good faith at monthly program integrity meetings held jointly with MFCU and OHCA;
- b. Provide responses to specific requests made by MFCU within three (3) Business Days of receipt of the request; and
- c. Provide MFCU access to the Contractor’s claims payment data and other applicable records.

OHCA reserves the right to amend these requirements or timeframes as necessary to address program integrity concerns identified by OHCA, MFCU, or the Contractor.

**1.18.1.4 Audit Requirements and Provider Rights**

The Contractor shall cooperate in any audit activity performed by OHCA, OHCA’s Program Integrity and Accountability Unit, Medicaid recovery audit contractor, CMS and/or Payment Error Rate Management, and the CMS audit Medicaid integrity contractors. The Contractor, its Subcontractors and Participating



Providers shall, upon request, make available any and all administrative, financial, and medical records relating to the delivery of items or services for which State or federal monies are expended, unless otherwise provided by law.

### **1.18.2 Compliance Program**

In accordance with 42 C.F.R. § 438.608(a)(1)(i)-(vii) and OHCA policy, the Contractor, as well as its Subcontractors that are delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall have a compliance program that includes, at minimum, all of the following elements:

- a. Written policies, procedures, and standards of conduct that articulate the Contractor and Subcontractor's commitment to comply with all applicable requirements and standards under this Contract and all applicable State and federal requirements. All compliance program written policies, procedures, and standards of conduct shall be submitted to OHCA during Readiness Review and upon request for review and approval;
- b. The designation of a Compliance Officer who is responsible for developing and implementing policies, procedures and practices designed to ensure compliance with the requirements of this Contract and who reports directly to the Chief Executive Officer and the Governing Body;
- c. The establishment of a Regulatory Compliance Committee on the Governing Body and at the senior management level charged with overseeing the Contractor or Subcontractor's compliance program and its compliance with requirements under this Contract;
- d. At a minimum, the Contractor shall utilize a full-time, single Lead Investigator based in Oklahoma to identify risk and guard against Fraud, Waste, and Abuse, monitor aberrant Providers, and refer potential Fraud, Waste, and Abuse to OHCA by conducting Fraud, Waste, and Abuse investigations, and preparing investigatory reports.
  - i. The Lead Investigator shall be dedicated solely to OHCA program integrity work and meet the following qualifications:
    - a) A minimum of two (2) years working in health care Fraud, Waste, and Abuse investigations and audits;
    - b) A Bachelor's degree or an associate degree with an additional two (2) years working in health care Fraud, Waste, and Abuse investigations and audits. OHCA will accept experience and certifications commensurate with the educational requirements. OHCA will evaluate the experience and certifications in lieu of educational requirements; and
    - c) Ability to understand and analyze health care claims and coding.
  - ii. The Lead Investigator shall collaborate with OHCA Program Integrity and Accountability Unit and OHCA Office of General Counsel in areas such as Fraud referrals, audits and investigations, Overpayments, Provider terminations, as well as attend any required meetings as prescribed by OHCA, including, but not limited to, OHCA's monthly program integrity meeting with MFCU.

- iii. In addition to the Lead Investigator, the Contractor shall, at a minimum, utilize one (1) full-time investigator for every 75,000 enrolled SoonerSelect Dental Enrollees. These investigators shall be based in Oklahoma to identify risk and guard against Fraud, Waste, and Abuse, monitor aberrant Providers, and refer potential Fraud, Waste, and Abuse to OHCA by conducting Fraud, Waste, and Abuse investigations, and preparing investigatory reports.
- e. A system for training and education for the Compliance Officer and Lead Investigator, the Contractor's senior management and employees for the State and federal standards and requirements under this Contract, as described in Section 1.18.2.2: "Compliance Education and Training" of this Contract;
- f. Effective lines of communication between the Compliance Officer and the Contractor's employees;
- g. Enforcement of standards through well-publicized disciplinary guidelines; and
- h. The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under this Contract;
- i. The establishment and implementation of procedures for proactive specific controls in place to detect Fraud, Waste, and Abuse and erroneous payments, including review of Provider records and technology used to identify:
  - i. Aberrant billing patterns;
  - ii. Pre/post-payment claims edits;
  - iii. Post-processing review of claims;
  - iv. Provider profiling and credentialing used to aid program and payment integrity reviews;
  - v. Surveillance and/or utilization management protocols used to safeguard against unnecessary or inappropriate use of covered services;
  - vi. Provisions in Subcontractor and Provider Agreements that ensure integrity of Provider credentials; and
  - vii. SoonerSelect Dental Enrollee record reviews;
- j. The establishment of policies and procedures for reporting all allegations of Fraud, Waste, and Abuse to OHCA's Program Integrity and Accountability Unit and Legal Unit, in writing as prescribed in the Reporting Manual, including:

- i. Designating the Contractor’s staff SoonerSelect Dental Enrollees responsible for reporting Fraud to OHCA’s Program Integrity and Accountability Unit,
  - ii. Providing a process for timely, complete, and consistent exchange of information and collaboration with OHCA’s Program Integrity and Accountability Unit, designated Agents and contracted EQRO;
- k. The development of policies and implementation of a process to:
  - i. Timely suspend all Provider payments, as outlined in Section 1.18.7: “Suspension of Payments for Credible Allegation of Fraud” of this Contract when notified by the OHCA Office of General Counsel and other State and federal agencies to suspend payments because of credible allegation(s) of Fraud;
  - ii. Comply with requests from the OHCA Program Integrity and Accountability Unit, OHCA Office of General Counsel, and other State and federal agencies to access and receive copies of any records kept by the Contractor;
- l. Staff that are qualified and adequate in number and training to effectively monitor this Contract;
- m. Development and implementation of a process for the confidential reporting of Contractor violations, including:
  - i. Hotline and/or electronic method for reporting violations, as described in Section 1.18.2.3: “Compliance Hotline” of this Contract;
  - ii. Designation of an individual to receive reports of violations;
  - iii. Independent reporting paths for the reporting of violations so that such reports cannot be diverted by any supervisors or other personnel;
- n. Establishment of protections to ensure that:
  - i. No individual who reports cases or suspected cases of a program integrity violation, Fraud, Waste, or Abuse is retaliated against by anyone who is employed by or contracted with the Contractor;
  - ii. The identity of the individual(s) reporting violations or suspected violations be kept confidential to the extent possible;
- o. Development and implementation of an internal and external process for conducting investigations and follow-up of any suspected or confirmed Fraud, Waste, or Abuse or compliance violations;
- p. Coordination with OHCA and other Contracted Entities on proactive detection of Fraud, Waste, and Abuse and erroneous payments, including:
  - i. Providing a monthly and quarterly list of audit activities to OHCA, in writing as prescribed in the Reporting Manual, in order to reduce or prevent overlap;

- ii. Participating in monthly meeting with OHCA Program Integrity and Accountability Unit to discuss all active referrals, investigations, and audits;
- iii. Reporting audit activities and audit outcomes to OHCA as prescribed in the Reporting Manual in order to facilitate OHCA follow-up on the audit activity as needed;
- iv. Timely correspondence necessary with Contracted Entities and SoonerSelect Dental Contractors as directed by OHCA to prevent or detect potential Fraud, Waste, or Abuse of Medicaid funds under the SoonerSelect Dental program; and
- v. Monthly check for exclusions of the Contractor's employees, owners, Agents, and database to capture identifiable information.

#### **1.18.2.1 Compliance Plan**

The Contractor shall have a written Compliance Plan that addresses, at minimum, the items described in Section 1.18.2: "Compliance Program" of this Contract. The Contractor shall submit a copy of the Compliance Plan to OHCA's Program Integrity and Accountability Unit for review and approval a minimum of sixty (60) Calendar Days prior to the Contract start date and annually thereafter as prescribed in the Reporting Manual. The initial Compliance Plan must be approved by OHCA's Program Integrity and Accountability Unit prior to implementation by the Contractor.

The Contractor shall submit any request(s) for revision(s) to the Compliance Plan for review to OHCA's Program Integrity and Accountability Unit as prescribed in the Reporting Manual, and a minimum of sixty (60) Calendar Days prior to the requested implementation date of the revision(s). Revisions must be approved by OHCA's Program Integrity and Accountability Unit prior to implementation by the Contractor.

#### **1.18.2.2 Compliance Education and Training**

The Contractor shall educate and train all employees, including management, and any Subcontractors/Agents about:

- a. Provisions of 42 C.F.R. § 438.610 regarding prohibited Contractor affiliations and all relevant State and federal laws, regulations, policies, procedures, and guidance, including updates and amendments to these documents or any such standards;
- b. The Contractor's Compliance Program, as described in Section 1.18.2: "Compliance Program" of this Contract;
- c. The Contractor's code of conduct; and
- d. Privacy and security, including but not limited to HIPAA.

The Contractor shall conduct training for new hires within thirty (30) Calendar Days of employment and conduct training annually for all employees. The Contractor shall maintain evidence of completed education and training efforts. The Contractor shall provide such evidence upon request by OHCA.

### **1.18.2.3 Compliance Hotline**

The Contractor shall maintain a toll-free compliance hotline number. The Contractor's hotline and OHCA's hotline shall be accessible by employees, Subcontractors/Agents, Participating Providers and SoonerSelect Dental Enrollees to report compliance concerns, including suspected Fraud, Waste, and Abuse. The Contractor shall ensure that the Contractor's hotline number and OHCA's hotline number, as well as an explanatory statement, are distributed to its employees, Subcontractors/Agents, Participating Providers, and staff.

## **1.18.3 Reporting Changes in Circumstance**

### **1.18.3.1 Reporting SoonerSelect Dental Enrollee Changes in Circumstance**

The Contractor shall promptly notify OHCA, in a notification manner approved by OHCA and as prescribed in the Reporting Manual, when the Contractor, or the Subcontractor to the extent the Subcontractor is delegated responsibility for coverage of services and payment of claims, receives information about changes in a SoonerSelect Dental Enrollee's circumstances that may affect the SoonerSelect Dental Enrollee's SoonerSelect Dental program eligibility, in accordance with 42 C.F.R. § 438.608(a)(3) and in accordance with the provisions of Section 1.6.9: "SoonerSelect Dental Enrollee Status Changes" of this Contract. Changes required to be promptly reported include, at minimum:

- a. Changes in the SoonerSelect Dental Enrollee's residence or notification of the SoonerSelect Dental Enrollee's mail that is returned as undeliverable and
- b. Death of the SoonerSelect Dental Enrollee.

For purposes of meeting this requirement, prompt notification to OHCA is defined as within five (5) Business Days of the Contractor's receipt of the information.

### **1.18.3.2 Reporting Provider Changes in Circumstance**

In accordance with 42 C.F.R. § 438.608(a)(4), the Contractor shall promptly notify OHCA, in a notification manner approved by OHCA and as prescribed in the Reporting Manual, when the Contractor, or its Subcontractor to the extent the Subcontractor is delegated responsibility for coverage of services and payment of claims, receives information about a change in a Provider's circumstances that may affect the Provider's eligibility to participate in the SoonerSelect Dental program, including termination of the Provider Agreement with the Contractor.

For purposes of meeting this requirement, prompt notification to OHCA is defined as within three (3) Business Days of the Contractor's receipt of the information. The Contractor shall provide the information required under this Section inclusive of, at minimum, the Provider's name, address, and NPI to an OHCA designated email.

## **1.18.4 Verifying Delivery of Services**

### **1.18.4.1 General Requirement**

In accordance with 42 C.F.R. § 438.608(a)(5), the Contractor, or its Subcontractor to the extent the Subcontractor is delegated responsibility for coverage of services and payment of claims, shall have a method to verify whether services represented as delivered by Participating Providers were actually received by SoonerSelect Dental Enrollees. The Contractor may conduct verification by telephone, electronic correspondence, or writing. The Contractor shall report the results of this monitoring to OHCA on a quarterly basis, as outlined in the Reporting Manual.

### **1.18.4.2 Explanation of Benefits (EOBs)**

The Contractor shall develop and distribute EOBs to verify the delivery of services consistent with the requirements of 42 C.F.R. § 438.608(a)(5). The EOBs shall be distributed using a methodology approved by OHCA that ensures all services and Provider types are sampled regularly.

The EOB developed and distributed by the Contractor shall conform to all requirements of 42 C.F.R. §§ 455.20 and 433.116. The Contractor shall ensure that EOBs are accessible electronically via the SoonerSelect Dental Enrollee Portal as set forth at Section 1.11.7.3: "SoonerSelect Dental Enrollee Website Portal" of this Contract and shall also ensure telephonic, written, or other electronic EOB access for SoonerSelect Dental Enrollee's unable to access the SoonerSelect Dental Enrollee Portal. The EOB should list the services delivered, name of the Provider claiming the service, date on which it was claimed to have been delivered, service location and amount of payment. A SoonerSelect Dental Enrollee shall be instructed to call the listed phone number if the services are incorrect. In the event the Contractor receives notice from a SoonerSelect Dental Enrollee that services listed on the EOB were not received, the Contractor shall follow the requirements of Section 1.18: "Program Integrity" of this Contract to determine if referral due to potential Fraud is necessary.

The Contractor shall oversample if a specific service or class of Provider justifies closer oversight.

## **1.18.5 False Claims Act Policies and Whistleblower Protection**

In accordance with 42 C.F.R. § 438.608(a)(6), the Contractor shall establish and implement written policies for all employees, including management, and any Subcontractor or Agent of the Contractor's that provide detailed information about preventing and detecting Fraud, Waste, and Abuse in federal health care programs. This information shall include, at minimum:

- a. The False Claims Act, 31 U.S.C. § 3729;
- b. Other federal laws described in § 1902(a)(68) of The Act and 42 U.S.C. § 1396a; Administrative Remedies for false claims and statements;
- c. State laws pertaining to civil or criminal penalties for false claims and statements, including 63 O.S. §§ 5053 - 5054;
- d. Whistleblower protection under such laws, including the rights of employees to be protected as whistleblowers; and

- e. The Contractor's policies and procedures for detecting and preventing Fraud, Waste, and Abuse.

In addition, the Contractor shall include this information in its Employee Handbook. The Contractor shall submit its Fraud, Waste, and Abuse policies and procedures to OHCA during Readiness Review and upon request for review and approval as specified in the Reporting Manual.

### **1.18.6 Reporting Overpayments**

In accordance with 42 C.F.R. § 438.608(a)(2), the Contractor, or its Subcontractor to the extent the Subcontractor is delegated responsibility for coverage of services and payment of claims, shall promptly report all Overpayments identified or recovered, specifying the Overpayments due to potential Fraud, to OHCA in a manner and format, as specified in the Reporting Manual.

For purposes of meeting this requirement, prompt notification to OHCA is defined as within three (3) Business Days of the Contractor's identification or recovery of the Overpayment.

### **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 a 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.

### **1.18.8 Provider Screening and Enrollment**

In accordance with 42 C.F.R. § 438.608(b), the Contractor shall ensure that all of the Contractor's Participating Providers are enrolled with OHCA as a Medicaid Provider and periodically revalidated consistent with the Provider disclosure, screening, and Enrollment requirements of 42 C.F.R. §§ 438.602, 455.100-106 and 455.400-470.

### **1.18.9 Written Disclosures**

The Contractor shall submit to OHCA the following disclosures and reports, as set forth at 42 C.F.R. § 438.608(c):

- a. Written disclosure of any prohibited affiliation under 42 C.F.R. § 438.610, as detailed in Section 1.18.10: "Prohibited Affiliations and Exclusions" of this Contract;
- b. Written disclosures of information on ownership and control required under 42 C.F.R. § 455.104, as detailed in Section 1.18.9.1: "Required Ownership, Controlling Interest and Managing Employee Disclosures" of this Contract;
- c. Report of Capitation Overpayment to the OHCA as prescribed in the Reporting Manual within thirty (30) Calendar Days when the Contractor has identified the Capitation Payments or other payments in excess of amounts specified in this Contract, as detailed in Section 1.3.3: "Report of Capitation Overpayment" of this Contract.

#### **1.18.9.1 Required Ownership, Controlling Interest and Managing Employee Disclosures**

In accordance with the requirements at 42 C.F.R. §§ 438.604(a)(6), 438.608(c)(2) and 455.104, the Contractor shall submit to OHCA the following information:

- a. The name of any Person with an Ownership or Control Interest in the Contractor or its Subcontractors;
- b. The address of a Person with an Ownership or Controlling Interest in the Contractor or its Subcontractors, which, for corporations shall include, as applicable, the following:
  - i. Primary business address,
  - ii. Every business location, and
  - iii. Post Office Box address;
- c. The date of birth of any individual Person with an Ownership or Controlling interest in the Contractor or its Subcontractors;



- d. The Social Security Number of any individual Person with an Ownership or Controlling Interest in the Contractor or its Subcontractors;
- e. Other Tax Identification Number (TIN) of any corporate Person with an Ownership or Controlling Interest in the Contractor or its Subcontractors;
- f. TIN of any Subcontractor in which the Contractor has a five percent (5%) or more interest;
- g. Information on whether a Person with an Ownership or Controlling Interest in any Subcontractor in which the Contractor has a five percent (5%) or more interest is related to another person with Ownership or Controlling interest in the Contractor as a spouse, parent, child, or sibling;
- h. The name of any Other Disclosing Entity in which an owner of the Contractor is a Person with an Ownership or Controlling Interest; and
- i. The name, address, date of birth, and Social Security Number of any Managing Employee of the Contractor.

### **1.18.9.2 Persons with an Ownership or Controlling Interest**

In accordance with requirements at 42 C.F.R. §§ 438.608(c)(2), 455.100-455.104, and 42 C.F.R. § 455.104(c)(3), as well as § 1124(a)(2)(A) of The Act, the Contractor and its Subcontractors shall disclose to OHCA, and OHCA shall review the submitted disclosures, any Persons with an Ownership or Controlling Interest in the Contractor that:

- a. Has a Direct Ownership Interest, Indirect Ownership Interest, or combined Direct/Indirect Ownership Interest of five percent (5%) or more of the Contractor’s equity;
- b. Owns five percent (5%) or more of any mortgage, deed of trust, note, or other obligation secured by the Contractor if that interest equals at least five percent (5%) of the value of the Contractor’s assets;
- c. Is an officer or director of the Contractor if the Contractor is organized as a corporation;
- d. Is a partner in the Contractor if the Contractor is organized as a partnership; or
- e. Is a member or manager of the Contractor if the Contractor is organized as a limited liability company.

### **1.18.9.3 When Disclosures of Persons with An Ownership or Controlling Interest Are Required**

In accordance with requirements at 42 C.F.R. §§ 438.608(c)(2), 455.100-455.103 and 42 C.F.R. 455.104(c)(3), as well as § 1124(a)(2)(A) of The Act, the Contractor and its Subcontractors shall make the disclosures required in Section 1.18.9.1: “Required Ownership, Controlling Interest and Managing Employee Disclosures” of this Contract at the following times:

- a. When the Contractor submits a Proposal in accordance with the State’s procurement process;

- b. When the Provider or Disclosing Entity submits a Provider application;
- c. When the Provider or Disclosing Entity executes a Provider Agreement with OHCA;
- d. Upon request of the State during revalidation of Provider Enrollment;
- e. When the Contractor executes a Contract with OHCA;
- f. When OHCA renews or extends this Contract; and
- g. Within thirty-five (35) Calendar Days after any change in ownership of the Contractor or of the Disclosing Entity.

### **1.18.10 Prohibited Affiliations and Exclusions**

#### **1.18.10.1 Providers Excluded from Participation in Federal Health Care Programs**

The Contractor, in accordance with 42 C.F.R. § 438.214(d)(1), shall not employ or contract with Providers excluded from participation in federal health care programs.

#### **1.18.10.2 Sanctioned Individual**

The Contractor shall not allow a sanctioned individual under § 1128(b)(8) of The Act to have Controlling Interest in the Contractor, in accordance with 42 C.F.R. § 438.808.

#### **1.18.10.3 Other Prohibited Affiliations**

The Contractor:

- a. Shall not contract for the administration, management, or provision of medical services (or the establishment of policies or provision of operational support for such services), either directly or indirectly:
  - i. With an individual convicted of crimes described in § 1128(b)(8)(B) of The Act, in accordance with 42 C.F.R. §§ 438.808(a) and 438.808(b)(2);
  - ii. With any individual or entity that is (or is affiliated with a person/entity that is) debarred, suspended, or excluded from participating in procurement activities under the Federal Acquisition Regulation (FAR) or from participating in non-procurement activities under regulation issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549, pursuant to 42 C.F.R. §§ 438.808(a), 438.808(b)(2), 438.610(a); or
  - iii. With any individual or entity that is excluded from participation in any federal health care program under § 1128 or 1128A of The Act, pursuant to 42 C.F.R. §§ 438.808(a), 438.808(b)(2), and 438.610(b).

- b. Shall not employ or contract, directly or indirectly, for the furnishing of health care, utilization review, medical social work, or administrative services:
  - i. With any individual or entity that is (or is affiliated with a person/entity that is), or would provide those services through an individual or entity that is debarred, suspended, or excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulation issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549, in accordance with 42 C.F.R. §§ 438.808(a), 438.808(b)(3)(i)-(ii), and 438.610(a); or
  - ii. With any individual or entity that is excluded or would provide those services through an individual or entity who is excluded, from participation in any Federal health care program under § 1128 or 1128A of The Act, in accordance with 42 C.F.R. §§ 438.808(a), 438.808(b)(3)(i)-(ii), and 438.610(b).

**1.18.10.4                      Written Disclosure**

In accordance with 42 C.F.R. § 438.608(c), the Contractor shall provide written disclosure as prescribed in the Reporting Manual of all prohibited relationships between the Contractor and any individual, entity, or Affiliate identified in Section 1.18.10: “Prohibited Affiliations and Exclusions” of this Contract.

**1.18.10.5                      State Identification of Prohibited Relationships**

In accordance with 42 C.F.R. § 438.610(d), if OHCA finds that the Contractor is not in compliance with the requirements for prohibited affiliations at 42 C.F.R. § 438.610(a)-(c), set forth in this section of the Contract, OHCA shall notify the Secretary of HHS of the Contractor’s noncompliance. OHCA, may continue an existing agreement with the Contractor unless the Secretary directs otherwise. OHCA shall not renew or otherwise extend the duration of an existing agreement with the Contractor unless the Secretary of HHS provides to OHCA and to Congress a written statement describing compelling reasons that exist for renewing or extending the agreement despite the Contractor’s prohibited affiliations.

**1.18.11      Overpayments to Providers**

**1.18.11.1                      Treatment of Recoveries Made by Contractor of Overpayments to Providers**

The Contractor shall provide the following policies, procedures, timelines, and documentation requirements to OHCA during Readiness Review and upon OHCA request for review and approval:

- a. Retention policies for the treatment of recoveries of all Overpayments from the Contractor to a Provider, including specifically the retention policies for the treatment of recoveries of Overpayments due to Fraud, Waste, or Abuse;
- b. The process, timeframes, and documentation required for reporting the recovery of all Overpayments; and

- c. The process, timeframes, and documentation required for payment of recoveries of Overpayments to OHCA in situations where the Contractor is not permitted to retain some or all of the recoveries of Overpayments.

This subsection does not apply to any amount of a recovery to be retained under False Claims Act cases or through other investigations.

If a Fraud referral from the Contractor generates an investigation and/or legal action results in a recovery, the Contractor will be entitled to share in recovery following final resolution of the action (settlement agreement/final court judgment) and payment of recovered funds to OHCA. The State shall retain its costs of pursuing the action and its actual documented loss. The State will pay the remainder of the recovery, not to exceed the Contractor's actual documented loss, to the Contractor. If the State determines it is in its best interest to resolve the matter under a settlement agreement, the State has final authority concerning the settlement. If final resolution of a matter does not occur until after this Contract has expired, these policies shall survive expiration.

If OHCA makes a recovery where the Contractor has sustained a documented loss, but the case did not result from a referral made by the Contractor, OHCA shall not be obligated to repay any monies recovered to the Contractor but may do so at its discretion.

**1.18.11.2                      Overpayments Resulting from Audits Conducted by the Contractor**

The Contractor retains recovery of Overpayments resulting from Waste or Abuse audits that originated from the Contractor.

**1.18.11.3                      Overpayments Resulting from Audits Conducted by OHCA**

If an Overpayment to a Provider made by the Contractor is identified by OHCA rather than by the Contractor, OHCA may recover the Overpayments from the Contractor. The Contractor may then recover the Overpayment from the Provider at their discretion.

If OHCA makes a recovery where the Contractor has sustained a documented loss, but the case did not result from a referral made by the Contractor, OHCA will not be obligated to repay any monies recovered to the Contractor but may do so at its discretion.

**1.18.11.4                      Overpayments Resulting from Provider Disclosure**

OHCA will implement policies in accordance with 42 U.S.C. 1320a-7k(d)(I), codifying Section 6402(a) of PPACA. 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, Medicaid Fraud Control Unit 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;

- c. The Contractor fails to complete the recovery within fifteen (15) months from the date the Contractor first paid the claim; or
- d. The Contractor fails to complete the recovery within sixty (60) Days from the date the Provider notified the Contractor of the Overpayment.

#### **1.18.11.5 Overpayments Resulting from MFCU**

If a Fraud referral from the Contractor generates an investigation and/or legal action results in a recovery, the Contractor will be entitled to share in recovery following final resolution of the action, settlement agreement or final court judgment, and payment of recovered funds to OHCA. The State will retain its costs of pursuing the action and its actual documented loss. The State will pay the remainder of the recovery, not to exceed the Contractor's actual documented loss, to the Contractor. If the State determines it is in its best interest to resolve the matter under a settlement agreement, the State has final authority concerning the settlement. If final resolution of a matter does not occur until after the Contract has expired, these policies will survive expiration.

#### **1.18.11.6 Overpayment Reporting Mechanism for Participating Providers**

In accordance with 42 C.F.R. § 438.608(d)(2), the Contractor shall have a mechanism for a Participating Provider to report to the Contractor when the Participating Provider has received an Overpayment, to return the Overpayment to the Contractor within sixty (60) Days after the date on which the Overpayment was identified and to notify the Contractor in writing of the reason for the Overpayment. The Contractor shall require Participating Providers to use this reporting mechanism.

### **1.18.12 Fraudulent or Abusive Enrollee Conduct**

Fraudulent or abusive SoonerSelect Dental Enrollee conduct may include, but is not limited to, the following:

- a. Overutilization, such as:
  - i. Concurrently obtaining services from two (2) or more Providers of the same specialty, not in the same group practice, with no referrals;
  - ii. Concurrently using two (2) or more prescribing physicians and/or dentists to obtain drugs from the same therapeutic class of medication;
  - iii. Two (2) or more occurrences of having prescriptions for the same therapeutic class of medication filled two (2) or more times on the same or subsequent day by the same or different Providers; or
  - iv. Concurrently using two (2) or more pharmacies to obtain quantity of drugs from the same therapeutic class of medication which exceed the manufacturer's maximum recommended dosage as approved by the Food and Drug Administration (FDA);
- b. Fraud, such as:
  - i. Purchasing drugs on a forged prescription;

- ii. Loaning the SoonerSelect Dental Enrollee’s SoonerSelect Dental card to another individual to obtain Medicaid-reimbursed services; and
- iii. Engaging in threatening or abusive conduct to Providers.

SoonerSelect Dental Enrollees may be identified through utilization management, chart review, or by referral from Participating Providers. The Contractor shall notify OHCA of SoonerSelect Dental Enrollees who have been identified as participating in fraudulent or abusive conduct within three (3) Business Days of the Contractor identifying or being informed of the SoonerSelect Dental Enrollee’s conduct.

The Contractor shall also take additional steps in accordance with OHCA’s guidance. OHCA shall work with the Contractor and the SoonerSelect Dental Enrollee based on the specific circumstances of the fraudulent or abusive activity.

The Contractor, with OHCA’s approval, shall provide the SoonerSelect Dental Enrollee with written notification and supporting documentation of the identified fraudulent or abusive behavior. The Contractor shall provide education to the SoonerSelect Dental Enrollee regarding the SoonerSelect Dental Enrollee’s behavior. The Contractor shall document all efforts made and correspondence to and from SoonerSelect Dental Enrollees regarding identified fraudulent or abusive behavior.

The Contractor may request initiation of Disenrollment of SoonerSelect Dental Enrollees for fraudulent behavior in accordance with the provisions of Section 1.6.7.1: “Contractor Request” of this Contract.

### **1.18.13 Transactions with Parties in Interest**

#### **1.18.13.1 Reporting Transactions**

The Contractor shall report to OHCA, as prescribed in the Reporting Manual, a description of transactions between the Contractor and a Party in Interest, as defined in § 1318(b) of the Public Health Service Act (Party in Interest), including the following transactions:

- a. Sale or exchange, or leasing of any property between the Contractor and a Party in Interest;
- b. Furnishing for consideration of goods, services (including management services), or facilities between the Contractor and a Party in Interest, not including salaries paid by the Contractor to employees for services provided in the normal course of employment; and
- c. Lending of money or an extension of credit between the Contractor and any Party in Interest.

#### **1.18.13.2 Availability of Reports**

In accordance with §1903(m)(4)(B) of The Act, the Contractor shall make any reports of transactions identified in Section 1.18.13.1: “Reporting Transactions” of this Contract between the Contractor and Parties in Interest that are provided to OHCA, the Secretary, the Inspector General of HHS, or the Comptroller General, or other agencies available to Enrollees upon reasonable request.

## 1.19 Information Technology

### 1.19.1 General Requirements

The Contractor shall maintain a management information system in full compliance with all requirements of the HIPAA, requirements set forth in the Health Information Technology for Economic and Clinical Health Act (HITECH) in 42 U.S.C. § 17931, § 6504(a) of the Affordable Care Act and all other applicable State and federal laws and regulations.

In accordance with 42 C.F.R. § 438.242, the Contractor's information system shall collect, analyze, integrate, and report data as set forth in this Contract. The Contractor shall make all information and data collected by the Contractor's information system available (in usable format specified) to OHCA and, upon request, to the CMS, in accordance with 42 C.F.R. § 438.242(b)(4). Pursuant to 42 C.F.R. § 438.242(b)(1), the Contractor shall comply with Section 6504(a) of the Affordable Care Act, which requires the State claims processing and retrieval systems are able to collect data elements necessary to enable the mechanized claims processing and information retrieval systems in operation by the State to meet the requirements of Section 1903(r)(1)(F) of the Act.

At minimum, the Contractor's management information system shall:

- a. Collect data on SoonerSelect Dental Enrollee and Provider characteristics as specified in Section 1.19: "Information Technology" of this Contract and any subsequent OHCA requirements, and on all services furnished to SoonerSelect Dental Enrollees through an Encounter Data system, described in Section 1.19.5: "SoonerSelect Dental Enrollee Encounter Data" of this Contract;
- b. Ensure that data received from Providers is accurate and complete by:
  - i. Verifying the accuracy and timeliness of reported data, including data from Participating Providers the Contractor is compensating on the basis of Capitation Payments;
  - ii. Screening the data for completeness, logic, and consistency; and
  - iii. Collecting data from Participating Providers in a standardized format or formats, to the extent feasible and appropriate, including secure information exchanges and technologies utilized for SoonerSelect Dental program quality improvement and care coordination efforts.
- c. Implement an Application Programming Interface (API) as specified in 42 C.F.R. § 431.60 as if such requirements applied directly to Contractor and include all encounter data, including encounter data from any network providers Contractor is compensating based on Capitation Payments and adjudicated claims and encounter data from any Subcontractors.
- d. Implement and maintain a publicly accessible standards-based API described in 42 C.F.R. § 431.70, which must include all information specified in 42 C.F.R. § 438.10(h)(1) and (2).
- e. The Contractor shall conform to HIPAA-compliant standards for information exchange and shall demonstrate this capability during Readiness Review. Batch and online transaction types are as follows:

- i. Batch transaction types:
  - ASC X12N 820 Premium Payment
  - ASC X12N 834 Benefit enrollment and Maintenance
  - ASC X12N 835 Claims Payment Remittance Advice
  - ASC X12N 837D Health Care Claim: Dental
- ii. Online transaction types:
  - ASC X12N 270/271 Eligibility Coverage or Benefit Inquiry/Response
  - ASC X12N 274 Healthcare Provider Information
  - ASC X12N 276/277 Health Care Claim Status Inquiry/Response
  - ASC X12N 278 Health Care Services Review Inquiry/Response

As a part of its management information system solution, the Contractor shall provide for an electronic document management system, ensuring that documents received from SoonerSelect Dental Enrollees or Providers maintain logical relationships to certain key data such as SoonerSelect Dental Enrollee identification and Provider identification numbers when the Contractor houses indexed images of documents used by SoonerSelect Dental Enrollees and Providers to transact with the Contractor.

The Contractor shall also be required to demonstrate sufficient data analysis and ability to interface with OHCA systems. The Contractor shall ensure medical information will be kept confidential at all times, through security protocol, and with heightened sensitivity as data relates to personal identifiers and sensitive services.

The Contractor shall ensure that its management information system is compliant with any future State or Federal regulations within the timeframe stipulated by the respective regulatory body. This includes, but is not limited to, all requirements for Medicaid Managed Care Plans from the “21st Century Cures Act: Interoperability, Information Blocking, and the Office of the National Coordinator for Health Information Technology (ONC) Health Information Technology (IT) Certification Program” final rule (ONC 21st Century Cures Act final rule), by the Office of the National Coordinator for Health Information Technology, published in the Federal Register on May 1, 2020.

In accordance with 42 C.F.R. § 438.242(c)(3), the Contractor shall collect and submit all data required for State Transformed Medicaid Statistical Information System (T-MSIS) reporting and other CMS required reporting.

### **1.19.2 Ongoing Maintenance of IT Solutions**

The Contractor shall maintain its management information system as reviewed and approved during the Readiness Review process described at Section 1.4.8: “Readiness Review” of this Contract during the life of this Contract. The Contractor shall timely correct any defects identified and will notify OHCA if the defects impact Provider or SoonerSelect Dental Enrollee portals or any functionality that supports the



delivery of SoonerSelect Dental Enrollee or Provider services. The Contractor shall submit a report of such defect corrections to OHCA monthly, at minimum. During Readiness Review, the Contractor shall submit an IT Maintenance and Operations plan for OHCA review and approval, and as specified in the Reporting Manual.

The Contractor shall develop and maintain an IT Roadmap, which shall show any planned upgrades to any component of the IT solution proposed. The IT Roadmap shall be delivered to OHCA at a minimum twice per year, as specified in the Reporting Manual. The Contractor shall notify OHCA at least sixty (60) Days in advance of:

- a. Any proposed release upgrades for any Commercial Off the Shelf (COTS) products in use; and
- b. Any changes to non-COTS products requiring custom coding to address a system issue or enhance existing system functionality.

The notification shall include an impact statement including what the upgrade will provide and the risks associated with the implementation. OHCA reserves the right to require a delay of no more than sixty (60) Days in the implementation of any planned upgrades.

The Contractor shall participate in OHCA Information Technology Defect resolution meetings with OHCA- contracted MMIS vendor(s) as required by OHCA.

### **1.19.3 Operations**

The Contractor's management information system shall integrate information and data components across the Contractor's operations, ensuring all data collection and exchange capabilities are in compliance with the requirements of 42 C.F.R. § 438.242.

The Contractor's management information system shall support all aspects of a managed care operation, which shall include modules/subsections that capture and provide information on the following operational areas, at minimum, as determined by OHCA and in accordance with 42 C.F.R. § 438.242(a):

- a. SoonerSelect Dental Enrollee/Enrollee information, including:
  - i. Disenrollment for reasons other than the loss of Medicaid eligibility; and
  - ii. Grievances and Appeals;
- b. Third-Party Liability;
- c. Provider;
- d. Reference;
- e. Encounter processing;
- f. Claims processing;
- g. Financial;

- h. Utilization Management;
- i. Quality Improvement;
- j. Reporting; and
- k. Program Integrity.

The Contractor shall have the ability to process, receive and send data on these areas, and any other areas necessary for SoonerSelect Dental program operations in a HIPAA-compliant format where applicable.

The Contractor's data management and records system shall have protocols for managing duplicative records for individual SoonerSelect Dental Enrollees or specific SoonerSelect Dental program populations.

In accordance with 42 C.F.R. 438.242(b) and Section 1.19.1: "General Requirements" of this Contract, the Contractor shall ensure the accuracy and completeness of all data submitted to OHCA, including data from Participating Providers receiving compensation from the Contractor, and all data shall be screened for completeness, logic, consistency and be collected from Providers in standardized formats to the extent feasible and appropriate.

#### **1.19.4 Communications with OHCA**

The Contractor shall transmit all data directly to OHCA in accordance with 42 C.F.R. § 438.242. If the Contractor utilizes Subcontractors for services, the Contractor shall ensure all data from the Subcontractors is provided to the Contractor and the Contractor shall transmit the Subcontractors' data to OHCA in a format specified by OHCA. The Contractor's management information system shall be capable of utilizing formats specified by OHCA and shall be capable of sharing information directly with OHCA's systems. The Contractor shall be responsible for ensuring a working interface between OHCA's and the Contractor's system to facilitate exchange of relevant SoonerSelect Dental Enrollee and Provider data.

The Contractor shall operate a functional email server that is compatible with the systems maintained by OHCA and OHCA's contracted fiscal Agent. This server shall be capable of sending and receiving confidential encrypted messages.

The Contractor shall have the ability to meet OHCA's security standards in all communication, including encryption of confidential data and materials.

#### **1.19.5 SoonerSelect Dental Enrollee Encounter Data**

Many aspects of the Medicaid program rely on complete, accurate, and timely submission of Enrollee Encounter Data. OHCA requires the Contractor understand and acknowledge that OHCA collects and uses Encounter Data for many reasons, including but not limited to, federal reporting as set forth at 42 C.F.R. § 438.242(b)(1)), rate setting and risk adjustment, service verification, managed care quality improvement, utilization patterns and access to care, hospital rate setting, and research studies. For this reason, time is of the essence regarding all Encounter Data requirements and submissions. Failure to

submit Encounter Data in compliance with this Contract, or applicable State and federal law, will result in program disruption, delay, as well as financial loss and damage to OHCA. Consequently, OHCA may institute non-punitive, monetary and/or non-monetary sanctions upon the Contractor as described in this section to cure any existing non-compliance and prevent future non-compliance.

#### **1.19.5.1 Encounter Data Detail and Format**

In accordance with the terms of this Contract, 42 C.F.R. § 438.242(c), and all applicable State and federal laws, the Contractor shall collect and maintain sufficient SoonerSelect Dental Enrollee Encounter Data to identify the Provider who delivers any item(s) or service(s) to SoonerSelect Dental Enrollees under this Contract.

In accordance with 42 C.F.R. § 438.818(a)(1), the Contractor shall have a comprehensive automated and integrated Encounter Data system that complies with HIPAA standards and is capable of meeting the requirements in the subsections below.

At minimum, the Contractor shall:

- a. Collect and maintain sufficient SoonerSelect Dental Enrollee Encounter Data to identify the Provider who delivers any item(s) or service(s) to Enrollees under this Contract;
- b. Collect and maintain collected data in standardized formats to the extent feasible and appropriate, including secure information exchanges and technologies utilized for OHCA quality improvement and Care Coordination efforts;
- c. Collect and submit to the State MMIS, SoonerSelect Dental Enrollee service level Encounter Data for all covered, not covered, and denied services.
- d. Screen Encounter Data received from Providers for completeness, logic, and consistency;
- e. Submit SoonerSelect Dental Enrollee Encounter Data to the State at a frequency and level of detail to be specified by CMS and the State, based on program administration, oversight, and program integrity needs;
- f. Submit all SoonerSelect Dental Enrollee Encounter Data, including allowed amount and paid amount, that the State is required to report to CMS under 42 C.F.R. § 438.818;
- g. Submit complete, accurate, and timely HIPAA-compliant Encounter Data in the level of detail and format to be specified by OHCA;
- h. Submit all Encounter Data required by the State for T-MSIS submission under 42 C.F.R. § 438.242(c)(3);
- i. Submit Encounter Data to the State in standardized ASC X12N 837 ~~(D-Dental)~~~~(P—Professional; I—Institutional)~~ and NCPDP formats ~~(Pharmacy services)~~, and the ASC X12N 835 format as appropriate. Amounts paid shall be provided; and
- j. Ensure Encounter Data is certified and submitted in accordance with 42 C.F.R. § 438.606 and Section 1.21.1.3: “Certification Requirements” of this Contract.

A threshold report and the encounter submission reports will generate once weekly after the Contractor's weekly encounters submission.

Additionally, the Contractor shall implement and maintain a publicly accessible, standards-based Application Programming Interface (API), as described in 42 C.F.R. § 4431.70, and that meets the criteria specified at 42 C.F.R. § 431.60 to include:

- a. Data concerning adjudicated claims, including claims data for payment decisions that may be appealed, were appealed, or are in the process of appeal, and Provider remittances and beneficiary cost-sharing pertaining to such claims, no later than one (1) Business Day after a claim is processed;
- b. Encounter Data, including Encounter Data from any Network Providers the Contractor is compensating on the basis of Capitation Payments and adjudicated claims and Encounter Data from any subcontractors no later than one (1) Business Day after receiving the data from Providers; and
- c. Clinical data, including laboratory results, if the Contractor maintains any such data, no later than one (1) Business Day after the data is received by the State.

The Contractor shall submit complete, accurate, and timely HIPAA-compliant Encounter Data in the level of detail and format to be specified by OHCA. The Contractor's Encounter Data shall be submitted to the State MMIS in the standard HIPAA transaction formats, including the ASC X12N 837 transaction format ~~(D-Dental),s (P – Professional, I – Institutional) and, for pharmacy services, in the NCPDP format.~~ Contractor paid amounts shall be provided. The Contractor shall collect, and submit to the State MMIS, Enrollee service level Encounter Data for all covered, not covered, and denied services. Encounter Data will include servicing Provider data.

The Contractor shall be held responsible for errors or noncompliance resulting from its actions or the actions of an Agent authorized to act on its behalf for all submission of data including Encounter Data.

Encounter Data shall be certified and submitted in accordance with 42 C.F.R. § 438.606 and Section 1.21.1.3: "Certification Requirements" of this Contract. The Encounter Data shall include fully adjudicated claims from the previous seven (7) Days as well as any corrections from previous encounter submissions. OHCA reserves the right to alter the level of detail or format in which the Encounter Data is submitted. Should this occur, the Contractor shall comply with any such changes. The Contractor's Enrollee Encounter Data submitted to OHCA shall meet all requirements and include all information that the State is required to report to CMS under 42 C.F.R. § 438.818 and shall be submitted to OHCA in the Accredited Standards Committee (ASC) X12N 837, ~~National Council for Prescription Drug Programs (NCPDP) formats~~ and the ASC X12N 835 format, as appropriate. Collection, maintenance, submission, and specifications of Enrollee Encounter Data shall be compliant with 42 C.F.R. § 438.242.

The Contractor and its Provider Network shall accept and use the State assigned Provider IDs for Encounter Data submissions. The Contractor and its Provider Network shall accept and use State eMPI/ Medicaid IDs for SoonerCare Eligibles. The Contractor will provide unique CE identifiers for Encounter Data submission.

**1.19.5.2 Timely Submission of Accurate, Complete Encounter Data and Reconciliation**

The Contractor shall require all Providers and any delegated Subcontractors to submit Encounter Data and claims data in sufficient detail to support detailed utilization tracking and financial reporting. The Contractor shall submit all Encounter Data to OHCA.

**1.19.5.3 Timeliness**

The Contractor shall collect and submit Encounter Data within seven (7) Days of adjudication to the OHCA MMIS. Only Completed Encounter Claims should be submitted. All adjusted or voided encounters must be submitted monthly. Fully denied claims do not need to be submitted to the State in a separate encounter denial file. OHCA reserves the right to alter the frequency of required data submission. Should this occur, the Contractor shall comply with any such changes.

**1.19.5.4 Timeliness Remediation**

Within thirty (30) Days of receipt of notice by OHCA of encounters being denied or rejected, the Contractor must accurately resubmit one hundred percent (100%) of all encounters.

**1.19.5.5 Accuracy**

Accurate means that no less than ninety-five percent (95%) of the Contractor’s Encounter Data submissions pass system edits as specified by OHCA. Submitted encounters and encounter records must pass all OHCA system edits sent out in communications from OHCA to the Contractor

**1.19.5.6 Completeness**

Complete means that the Contractor must submit encounters for ninety-five percent (95%) of the services provided to its SoonerSelect Dental Enrollees and the Encounter Data is adjudicated and has all of the necessary data, including a valid Medicaid member ID number required to submit an Encounter to OHCA and SDE-HIE.

The Encounter Data submitted by the Contractor to OHCA shall include the Encounter Data from all Subcontractors and be sufficient to determine which Provider provided a service(s) or item(s) to a SoonerSelect Dental Enrollee. Data submitted regarding a Provider interaction shall include the appropriate NPI and service location code. Encounter Data shall be submitted for all of the following types of claims processed by the Contractor or Subcontractors:

- a. Paid;
- b. Denied;
- c. Corrected;
- d. Voided; and
- e. Zero dollars paid.

The Contractor's Encounter Data shall be submitted to the State MMIS in the standard HIPAA transaction formats, including the ASC X12N 837 transaction formats.

#### **1.19.5.7 Contractor Review of Encounter Data**

The Contractor must implement and maintain review procedures to validate the successful loading of encounter files by OHCA's Fiscal Agent's electronic data interchange (EDI) clearinghouse. The Contractor must use the EDI response (acknowledgement) files to determine if files were successfully loaded. Within seven (7) Days of the original submission attempt, the Contractor must correct and resubmit files that fail to load.

#### **1.19.5.8 OHCA Review of Encounter Data**

A threshold report and the encounter submission reports will generate once weekly after the Contractor's weekly encounters submission. In accordance with 42 C.F.R. § 438.242(d), OHCA shall review and validate that the Encounter Data collected, maintained, and submitted to OHCA by the Contractor meets the requirements of 42 C.F.R. § 438.242. If OHCA determines that the Contractor Encounter Data submission does not meet timeliness, accuracy, and completeness standards or is denied by OHCA for another reason, it shall require the Contractor to correct the Encounter Data and resubmit it to OHCA within thirty (30) Days. OHCA may audit the data for timeliness, accuracy, and/or completeness at any time. The Contractor shall support OHCA's Encounter Data Validation activities.

The Contractor acknowledges that complete and validated Encounter Data is critical for OHCA to meet the CMS' reporting and rate setting requirements. The Contractor shall collaborate with OHCA and OHCA's designated technology vendor(s) to make adjustments to the Contractor's Encounter Data processing system to meet the requirements of the technology vendor(s) and to assist OHCA in pursuing Federal Financial Participation and any other funding.

### **1.19.6 Health Information Exchange**

As required by OHCA, the Contractor shall participate in the State's Designated Entity for Health Information Exchange (SDE-HIE) initiatives for submission of Encounter Data and exchange of clinical information in order to improve the quality and efficiency of health care delivery in numerous ways, including: reducing medical errors, decreasing duplicative or unnecessary services, improving data quality for public health research, promoting population health management, reducing manual, labor-intensive monitoring and oversight, and reducing Fraud and Abuse.

The Contractor shall develop, implement, and participate in health information technology (HIT) and data sharing initiatives in order to improve the quality, efficiency, and safety of health care delivery in the State. The Contractor may assign staff to participate in the governance of the SDE-HIE. The purpose of this participation is to enhance the data submission requirements and improve the accuracy, quality, and completeness of the Encounter Data submission to the SDE-HIE.

The Contractor shall be subject to 63 O.S. §§ 1-133 as if they were a Provider and shall comply with the law and subsequently promulgated rules related to this SDE-HIE Participation mandate. This includes reporting data to the SDE-HIE and utilizing the SDE-HIE, as well as ensuring that proof of compliance is provided to the Office of Statewide HIE.

The Contractor's participation shall include ensuring the compliance of their Participating Providers with 63 O.S. §§ 1-133. In addition, Contractor shall ensure that all Participating Providers comply with subsequently promulgated rules implementing said mandate. As it applies to this RFP, the Contractor's Participating Providers shall become compliant with 63 O.S. §§ 1-133 if not already compliant.

The Contractor shall submit to the SDE-HIE, SoonerSelect Dental Enrollee rosters and Provider attributions as well as service level Encounter Data for all covered, not covered, and denied services. Encounter Data will include servicing Provider data as required by 42 C.F.R. § 438.242(c). The Contractor's Roster, attribution, and Encounter Data shall be submitted to the SDE-HIE in the standard HIPAA transaction formats defined on the Office of the State Coordinator for HIE website. In the event the Contractor accepts paper claims, or other proprietary formats, the Contractor shall convert all data to the appropriate HIPAA-electronic compliant formats before sending to the SDE-HIE.

The Contractor shall submit all data identified within this section and any updates to this data to the SDE-HIE on a monthly basis. The Contractor shall collect and submit Encounter Data to the SDE-HIE within thirty (30) Business Days of adjudication. All adjusted encounters must be submitted within thirty (30) Business Days of adjustment.

### **1.19.7 Enrollment Data**

The Contractor shall maintain an eligibility and Enrollment subsystem that is continuously updated with information both received from OHCA and received directly from a SoonerSelect Dental Enrollee. This subsystem shall have the ability to interface with the Contractor's claims processing and Care Management systems and maintain information at a detail level to be specified by OHCA. The Contractor shall be responsible for verifying SoonerSelect Dental Enrollee eligibility data and reconciling with Capitation Payments for each eligible SoonerSelect Dental Enrollee. The Contractor shall reconcile its eligibility and capitation records monthly. OHCA shall determine the terms for reconciling eligibility and underpayments of capitation back to the Contractor. The Contractor shall be financially responsible for the SoonerSelect Dental Enrollee's SoonerSelect Dental program covered benefits that are the responsibility of the Contractor under this Contract if the Contractor receives either Enrollment information or a Capitation Payment. OHCA reserves the right to alter the frequency of required eligibility and capitation record reconciliation. Should this occur, the Contractor shall comply with any such changes.

The Contractor shall accept Enrollment data in electronic format, via secure file transfer protocol ("SFTP"), as directed by OHCA and as detailed in OHCA Program Companion Guide – 834 Contractor Benefit enrollment and Maintenance Transaction (834 Companion Guide), which shall be updated by OHCA or its designated third-party MMIS vendor. OHCA reserves the right to amend the 834 Companion Guide. The Contractor shall be responsible for loading all eligibility information into its system within one (1) Business Day of receipt.

The Contractor's database shall have the capability to identify an individual SoonerSelect Dental Enrollee across multiple demographic and clinical data sets. The system must also be able to utilize a unique Oklahoma based Master Patient Index (MPI).

The Contractor shall develop and maintain policies and procedures to ensure the accuracy and completeness of the data submitted to OHCA. The Contractor shall continuously update the subsystem with data submitted by OHCA and the SoonerSelect Dental Enrollee. OHCA reserves the right to audit

data submitted by the Contractor for validity and completeness at any time. The Contractor shall screen the data for completeness, logic, and consistency. The Contractor's system shall maintain audit trails for this purpose.

### **1.19.8 System Security**

The Contractor shall support and ensure all relevant compliance with federal and State Medicaid and Health Benefit Exchange laws, regulations, and policies relevant to System security, confidentiality, and safeguarding of information. External Contractor responsibilities include, but are not limited to:

- a. Patient Protection and ACA (ACA), Public Law 111–148;
- b. HIPAA Privacy Rule, 45 C.F.R. Part 160 and Subparts A and E of Part 164, established under the Health Insurance Portability and Accountability Act, Public Law 104-191 (42 U.S.C. 1320d);
- c. HIPAA Security Rule, 45 C.F.R. Part 160 and Subparts A and C of Part 164,
- d. Health Insurance Portability and Accountability Act of 1996 (HIPAA), pursuant to sections 1104 and 1501 of ACA, including the privacy, security, and transaction requirements;
- e. Federal Information Security Management Act (FISMA) of 2002;
- f. Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH);
- g. MARS-E Ver.2.2;
- h. Federal Enterprise Architecture Security and Privacy Profile, version 3.0; and
- i. Federal Information Processing Standards (FIPS), Publication 140-3.

The most recent versions for standards and specifications shall be applicable. Where policies overlap, the System shall always strive to attain the more stringent policy.

The Contractor shall maintain systems, policies and procedures that ensure State and federal standards for compliance and security are met and to protect the integrity of all business and technical components of the Contractor's operations under this Contract. This includes, but is not limited to, a requirement that Contractor must comply with the most current version of the suite of documents entitled the Minimum Acceptable Risk Safeguards for Exchanges ("MARS-E") or the new upcoming version being retitled to Acceptable Risk Controls for ACA, Medicaid, and Partner Entities ("ARC-AMPE"), once made available and required by CMS. Alternatively, Contractor agrees to implement and maintain equivalent standards that meet or exceed these requirements should an alternative be approved. For example, HiTrust Common Security Framework (CSF)/R2 will be considered an acceptable framework and certification in place of the current MARS-E. Contractor further agrees to maintain a level of security that is commensurate with the risk and magnitude of the harm that could result from, but not limited to, the loss, misuse, disclosure, or modification of the information contained within the system. If at any time, Contractor plans to implement and maintain security standards other than MARS-E, the Contractor must submit the specific details of the planned change to OHCA for approval not later than sixty (60) Days before the date of planned implementation. Contractor is prohibited from implementing different security standards that would reduce the level of protection provided or that would cause OHCA to fall



out of compliance with any applicable laws, regulations, or requirements of government agencies with jurisdiction or enforcement authority over OHCA.

The Contractor shall notify OHCA Security of new security assessment certification results within sixty (60) Days of receipt, and prior to start of new contract, and make the original raw unredacted report, penetration test, and automated security scan of systems within scope of this agreement available upon request. Limited redaction requests may be allowed in special situations at OHCA's discretion and must be approved by OHCA Security in advance of submission. Any findings deemed High or above shall be notified to OHCA along with a status and anticipated completion date at the end of each calendar quarter until remediated. A full independent security control assessment or certification evaluation of controls shall be performed in a regular cycle, not to exceed a three (3) year period and include at least an annual attestation of controls being in place by the Chief Security Official over the scoped systems for years not incorporating an independent evaluation. Penetration testing shall be performed annually (every 365 Days) on a Production-like environment by an Independent and fully qualified third party. Testing shall minimally include, but not limited to, credentialed and uncredentialed application and Network tests, OWASP Top ten (10) validations, Automated and Manual testing techniques.

The Contractor shall ensure access to data systems is restricted using Minimum Necessary Rule concepts and employing automated access management functions to ensure individual identities are properly authenticated and logged when accessing the data. The Contractor shall ensure access to information is based on job functions with the overarching concept of access to information across development and operational cycles required for adequate performance of the job function (e.g., users permitted inquiry privileges only will not be permitted to modify information if not applicable to the requirements of the job the individual is performing).

The Contractor shall ensure data at rest or in motion has all appropriate protections employed for confidentiality, integrity, and availability. The Contractor shall be responsible for providing physical safeguards to its data processing center, operations center and any related information or systems. These safeguards shall remain in place for the duration of the Contractor's relationship with OHCA. The Contractor shall grant authorized OHCA and CMS personnel and any designees access to its facilities upon request.

The Contractor shall maintain data online for no less than three (3) years; and shall retain additional archive history for no less than ten (10) years and the Contractor shall ensure such data is retrievable within 48 Hours.

The Contractor shall provide OHCA with a list of all staff with access to identifying SoonerSelect Dental Enrollee data upon request from OHCA.

The Contractor shall make available identifying SoonerSelect Dental Enrollee data to authorized and designated State and Federal employees and designees.

The Contractor agrees to provide OHCA Security reasonable access to review security related materials upon request and in a timely manner for the purpose of confirming security posture and monitoring performance of this agreement. OHCA agrees to keep information confidential and not disclose to third-parties without prior mutual agreement, unless required by law. The Contractor further agrees to accept any comments made by OHCA reviews and appropriately address any concerns raised in accordance with regulations and best practices.

The Contractor shall report, as prescribed in the Reporting Manual, all suspected or known privacy and security incidents to designated OHCA contacts for incident in accordance with Section 1.2.16.3: “Obligations of the Contractor” of this Contract.

The Contractor shall maintain audit trails on individual SoonerSelect Dental Enrollee documentation and have the ability to determine who has accessed or viewed a SoonerSelect Dental Enrollee’s personal medical information.

The Contractor shall abide by the current State of Oklahoma Security Standards at: <https://oklahoma.gov/content/dam/ok/en/global/cio/documents/infosecppg.pdf> and any updates thereto. The Contractor recognizes that it may be necessary for OHCA to require the Contractor to adhere to additional or modified security standards which may be more stringent than the State of Oklahoma Security Standards, in order to maintain compliance with applicable laws, rules, regulations, legal requirements, and industry best practices. In the event OHCA determines additional or modified security standards to be necessary, it will give the Contractor at least sixty (60) Days advance written notice of any changes in requirements, and the Contractor agrees to timely implement and comply with the same.

The Contractor shall require Multi-Factor-Authentication (MFA) for all privileged users, defined as those users that have access to PHI, across all of the Contractor’s systems.

The Contractor shall complete Form 8070001412-Q State of Oklahoma Security and Accreditation Assessment located in the Bidder’s Library, based on proposed system environment as a part of Proposal submission.

If State data is to be stored or hosted by the vendor, the Contractor shall complete and execute Form 8070001412-S OMES Hosting Agreement and meet or exceed terms therein. To the extent the Contractor requests to use a third-party hosting vendor, that vendor is subject to OHCA’s approval and must satisfactorily complete the State’s Certification and Accreditation Review and any supplemental requests by OHCA. Contractor agrees not to migrate OHCA’s data or otherwise utilize a different third-party hosting vendor in connection with key business functions that are Contractor’s obligations under the Contract until OHCA approves the third-party hosting vendor’s State Certification and Accreditation Review. In the event the third-party hosting vendor is not approved by OHCA, Contractor acknowledges and agrees it may not utilize such third-party vendor in connection with key business functions that are Contractor’s obligations under the Contract, until such third-party meets OHCA requirements.

Contractor shall maintain a Security and Privacy Program in accordance with the Contract, associated requirements, and best industry practices at all times.

### **1.19.9 Disaster Preparation and Data Recovery**

The Contractor shall submit a plan that addresses disaster recovery and business continuity related to emergency situations to OHCA during Readiness and annually for review and approval as specified in the Reporting Manual.

The plan shall align with best practices and content identified under the latest revision of NIST SP 800-34 Contingency Planning Guide for Federal Information Systems, Moderate Impact, or better.

Each aspect included within the disaster recovery plan must describe both the Contractor and OHCA's responsibilities. For purposes of this requirement, "disaster" means an occurrence of any kind that adversely affects, in whole or in part, the error-free and continuous operation of the Contractor's or its Subcontractors' IS or affects the performance, functionality, efficiency, accessibility, reliability or security of the system. Disasters may include natural disasters, human error/malfeasance/neglect, computer virus or malfunctioning hardware or electrical supply.

The Contractor shall take all steps necessary to fully recover the data or system from the effects of a disaster and to reasonably minimize the recovery period. OHCA and the Contractor will jointly determine when unscheduled system downtime will be elevated to a "disaster" status.

The Contractor shall notify OHCA via phone and email to critical OHCA contacts identified for your emergency communications plan within two (2) Hours of discovering a disaster or other significant disruption to continuity of normal business operations. If there is no response from OHCA, the Contractor shall also contact the twenty-four (24) Hour OMES Help Desk to create an appropriate ticket to OHCA of the event. Such notification shall include a detailed explanation of the impact of the disaster, particularly related to mission critical business processes, such as claims processing, eligibility and Enrollment processing, PA management, Provider enrollment and data management, Encounter Data management, and any other processing affecting the Contractor's capability to interface with OHCA or OHCA's contractors. If all information required herein is not available within the required time frame for reporting, Contractor shall not delay the initial report, but shall provide as much information as is available at the time and shall continue to update OHCA with additional information at least every four (4) Hours until complete information is provided. OHCA, in its discretion, may require the Contractor to provide a detailed plan for resuming operations.

The Contractor shall develop Information system contingency planning in accordance with the requirements of this Section and with 45 C.F.R. § 164.308, which relates to administrative safeguards. Contingency plans shall include data backup plans; disaster recovery plans; and emergency mode of operation plans. Application and Data Criticality analysis and testing and revisions procedures shall also be addressed within the Contractor's contingency plan documents. The Contractor shall be responsible for executing all activities needed to recover and restore operation of information systems, data, and software at an existing or alternative location under emergency conditions within forty-eight (48) Hours of identification of a business continuity or disaster event, or as mutually agreed upon with OHCA based on details of the event. The Contractor shall protect against hardware, software, and human error. The Contractor shall maintain appropriate checkpoint and restart capabilities and other features necessary to ensure reliability and recovery, including telecommunications reliability, file back-ups and disaster recovery. The Contractor shall maintain full and complete back-up copies of data and software and shall back up on tape or optical disk and store its data in an off-site location approved by OHCA.

In the event of a catastrophic or natural disaster, including, but not limited to fire, flood, earthquake, storm, hurricane, war, invasion, act of foreign enemies, or terrorist activities, the Contractor shall resume normal business functions at the earliest possible time, not to exceed thirty (30) Calendar Days from the date of the catastrophic event or natural disaster.

The Contractor may include resources outside Oklahoma but within the United States as part of this plan. The plan must satisfy all requirements for State and federal certification.

The plan shall be maintained and updated by the Contractor throughout the term of this Contract and shall be available for review by State or Federal officials on request. The Contractor shall certify to OHCA that the disaster recovery plan has been tested at least annually and has passed all aspects of testing.

The Contractor shall have a contingency plan specific to operating information systems in a disaster situation.

The data system shall be accessible remotely and offsite. The offsite system shall be capable of providing basic system functions in the event of a disaster incapacitating another system site.

The Contractor and its Subcontractors' responsibilities include, but are not limited to:

- a. Supporting immediate restoration and recovery of lost or corrupted data or software;
- b. Establishing and maintaining, in an electronic format, a weekly back-up and a daily back-up that are adequate and secure for all computer software and operating programs; database tables; files; and system, operations and user documentation;
- c. Demonstrating an ability to meet back-up requirements by submitting and maintaining data backup and disaster recovery plans that address:
  - i. Checkpoint and restart capabilities and procedures;
  - ii. Retention and storage of back-up files and software;
  - iii. Hardware back-up for the servers;
  - iv. Hardware back-up for data entry equipment;
  - v. Network back-up for telecommunications; and
  - vi. Developing coordination methods for disaster recovery activities with OHCA and its contractors to ensure continuous eligibility, Enrollment, and delivery of services; and
- d. Providing OHCA with business resumption documents, reviewed and updated at least annually, but not limited to:
  - i. Disaster recovery plans;
  - ii. Business continuity and contingency plans;
  - iii. Facility plans; and
  - iv. Any other related documents as identified by OHCA.

At no additional charge to OHCA, the Contractor shall be required to have in a place a comprehensive, fully tested IT business continuity/disaster recovery plan (BCDR) with respect to the system and services it provides to OHCA under this Contract. The BCDR plan will, at a minimum, meet the requirements of National Institute of Standards and Technology (NIST) SP800-34 and its successor publications once made final.

The State and the Contractor will mutually agree on reasonable Recovery Point Objectives and Recovery Time Objectives reflective of the State's business requirements and the critical nature of the Contractor's systems and services in support of the associated State business operations:

- a. At a minimum, the Recovery Time Objectives will be no more than forty-eight (48) Hours; and
- b. At a minimum, the Recovery Point Objectives will be no more than twenty-four (24) Hours.

These Objectives will be reviewed and, as necessary, modified on an annual basis.

The Contractor shall coordinate its BCDR plan with OHCA's IT business continuity/disaster recovery plans, including other State solutions with which the Contractor's system interfaces to assure appropriate, complete, and timely recovery.

The Contractor agrees to coordinate the development, updating, and testing of its BCDR plan with the State in the State's development, updating, and testing of its Continuity of Operations Plan (COOP), as required by State policy and Homeland Security Presidential Directive (HSPD) 20.

The BCDR plan will be based on the agreed upon Recovery Point Objectives and Recovery Time Objectives, and a comprehensive assessment of threat and risk to be performed by the Contractor, with such threat and risk assessment updated no less than annually by the Contractor, reflecting technological changes, Contractor business changes, OHCA business operations changes, and other appropriate factors agreed upon by the Contractor and OHCA.

The Contractor shall test its BCDR plan no less than annually, with such testing being comprehensive in nature and scope assuring point-to-point testing in meeting the agreed upon Recovery Point Objectives and Recovery Time Objectives.

The Contractor will conduct annual (every 365 Days Business Continuity Plan [BCP]/Disaster Recovery Plan [DRP]) exercises in accordance with best practices. A simulation exercise is required at least once every three (3) years and within one (1) year of a new system. The results and/or after-action report shall be made available to OHCA upon request. The latest BCP/DRP exercise results and after-action report shall be submitted to OHCA prior to production operations of this agreement.

### **1.19.10 Back-up Plan**

The Contractor shall develop a back-up plan for maintaining provisional functionality of the information technology and data management systems in the event of any failure that incapacitates main systems. The plan shall articulate the data management strategy in place to ensure the Contractor can meet the Recovery Point Objectives mentioned in the BCDR plan as required pursuant to Section 1.19.9: "Disaster Preparation and Data Recovery" of this Contract.

The Contractor shall submit this back-up plan to OHCA during Readiness Review for review and approval as specified in the Reporting Manual. OHCA retains the right to veto, change or request revisions to the back-up plan.

### **1.19.11 Accessibility**

The Contractor shall ensure that SoonerSelect Dental Enrollees and Providers have continuous access to information to be designated by OHCA. Internet accessibility shall comply with requirements in Section 1.11: "SoonerSelect Dental Enrollee Services" of this Contract, Section 508 of the Rehabilitation Act of 1973, Pub. L. No. 93-112, and the Oklahoma Electronic and Information Technology Accessibility law, 2004 HB 2197. The Contractor shall ensure Information is available twenty-four (24) Hours a day, seven (7) Days per week via the SoonerSelect Dental Enrollee portal, Provider portal, and/or toll-free phone-based functions and including, but not limited to: confirmation of Enrollment, electronic claims management, SoonerSelect Dental Enrollee services and Provider services. The exceptions to this requirement include during periods of scheduled system unavailability for maintenance or updates during specific time periods agreed upon by OHCA and the Contractor and unavailability caused by events outside of the Contractor's scope of control.

The Contractor shall ensure that all system functions used for Enrollment, Disenrollment, claims or transaction submission/receipt/processing, transaction viewing or searches, and interfacing/exchanging data for SoonerSelect Dental Enrollees, Providers and State staff are accessible between 7:00 am and 7:00 pm Central Time, Monday through Friday with the exception of State Holidays, pursuant to 25 O.S. § 82.1, Designation and dates of holidays - Executive Order - Acts to be performed on next succeeding Business Day - State employees authorized to observe certain holidays.

The URL for the Contractor's public website shall be submitted to OHCA to embed in agency websites. The URL may not be changed without OHCA's approval.

The Contractor shall maintain a point of contact with OHCA should OHCA staff require assistance interfacing/exchanging data with Contractor's system.

### **1.19.12 System Performance Requirements**

The Contractor shall ensure that the average response time that is controllable by the Contractor is no greater than the requirements set forth below, between 7:00 am and 7:00 pm Central Time, Monday through Friday for all applicable system functions except for the following:

- a. During periods of scheduled downtime agreed upon by OHCA and the Contractor;
- b. During periods of unscheduled unavailability caused by systems and telecommunications technology outside of the Contractor's scope of control; or
- c. SoonerSelect Dental Enrollee and Provider portal and phone-based functions, such as SoonerSelect Dental Enrollee eligibility and Enrollment and electronic claims submission that are expected to be available twenty-four (24) Hours a day, seven (7) Days a week.

#### **1.19.12.1 Record Search Time**

The response time shall be within three (3) seconds for ninety-eight percent (98%) of the record searches as measured from a representative sample of OHCA System Access Devices.

**1.19.12.2 Record Retrieval Time**

The retrieval time shall be within three (3) seconds for ninety-eight percent (98%) of the records retrieved as measured from a representative sample of OHCA System Access Devices.

**1.19.12.3 On-line Adjudication Response Time**

The response time shall be within five (5) seconds ninety-nine percent (99%) of the time as measured from a representative sample of user System Access Devices.

**1.19.12.4 Screen Display Time**

The system screen display time shall be within two (2) seconds for ninety-five percent (95%) of the time as measured from a representative sample of user System Access Devices. Screen Display Time is the time elapsed after the last field is filled on the screen with an enter command until all field entries are edited with errors highlighted on the monitor.

**1.19.12.5 New Screen Page Time**

The new screen page time shall be within two (2) seconds for ninety-five percent (95%) of the time as measured from a representative sample of user System Access Devices. New screen page time is the time elapsed from the time a new screen is requested until the data from the screen appears or loads to completion on the monitor.

**1.19.12.6 System Performance Notification and Reporting**

The Contractor shall develop an automated method of monitoring the online performance and responsiveness of all systems, including web portals. The monitoring method shall separately monitor for availability and performance/response time each component of the systems named in Section 1.19.3: "Operations" of this Contract.

Upon discovery of any issues within its scope of control that may jeopardize system availability and performance as defined in this Section 1.19, the Contractor shall notify OHCA Business Enterprises in person, via phone and electronic mail, followed by mail notification.

The Contractor shall deliver notification as soon as possible, but no later than two (2) Hours after the problem occurs.

The Contractor shall resolve unscheduled system unavailability, caused by the failure of systems and telecommunications technologies within the Contractor's scope of control, and shall implement the restoration of services, within thirty (30) minutes of the Contractor's discovery of system unavailability. The Contractor shall resolve unscheduled system unavailability to all other Contractor system functions caused by systems and telecommunications technologies outside of the Contractor's scope of control and shall implement the restoration of services within four (4) Hours of the Contractor's discovery of system unavailability.

Cumulative system unavailability caused by systems and telecommunications technologies within the Contractor's scope of control shall not exceed one (1) Hour during any continuous five (5) Calendar Day period.

Where the operational problem results in delays in report distribution or problems in on-line access during the Business Day, the Contractor shall notify OHCA as prescribed in the Reporting Manual within fifteen (15) minutes of discovery of the problem, in order for the applicable work activities to be rescheduled or be handled based on system unavailability protocols.

The Contractor shall provide to OHCA, information on system unavailability events, as well as status updates on problem resolution as specified in the Reporting Manual. These updates shall be provided, via electronic mail, within two (2) Hours, with a follow up every four (4) Hours until incident is resolved, followed by a monthly report.

## **1.20 Financial Standards and Third-Party Liability**

### **1.20.1 Financial Stability**

The Contractor shall maintain a financially stable operation in accordance with all State and federal laws, regulations, and guidance. The Contractor shall meet and comply with all policies and administration of these processes. The Contractor shall maintain a fiscally solvent operation per federal regulations and Oklahoma Insurance Department (OID) requirements for a minimum net worth and risk-based capital including the following requirements:

- a. Initial and continuing net worth;
- b. Paid-in capital;
- c. Determination of liabilities;
- d. Risk-based capital investments; and
- e. Additional reserve or surplus protections as may be required by the OID.

OHCA and the OID will monitor the Contractor's financial performance. OHCA will include OID findings in its monitoring activities. The Contractor shall copy OHCA on required filings with the OID and shall provide separate financial information pertaining to this Contract upon submission, as specified in the Reporting Manual. Further responsibilities may also be required following the Contract award date.

### **1.20.2 Insolvency Protection**

The Contractor shall comply with State and federal requirements for protection against insolvency, including 42 C.F.R. § 438.106 and 42 C.F.R. § 438.116. The Contractor shall develop and maintain an Insolvency Plan pursuant to 36 O.S. § 6913(E) and have a process in place to review and authorize Contracts established for reinsurance and Third-Party Liability, as applicable. Unless the Contractor is a federally qualified Health Maintenance Organization (HMO) (as defined in Section 1310 of the Public Health Service Act), the Contractor shall comply with 42 C.F.R. § 438.116, which requires the Contractor:

- a. Provide satisfactory assurances to OHCA showing that its provision against the risk of insolvency is adequate to ensure that SoonerSelect Dental Enrollees will not be liable for the Contractor's debts should it become insolvent; and



- b. In accordance with 42 C.F.R. § 438.106, the Contractor shall also ensure SoonerSelect Dental Enrollees are not held liable for any of the following:
  - i. The Contractor's debts in the event of the Contractor's insolvency;
  - ii. Covered services provided to the SoonerSelect Dental Enrollee for which OHCA does not pay the Contractor, or for which OHCA or the Contractor does not pay the Provider that furnished the service under a contractual, referral, or other arrangement; and
  - iii. Payments for covered services furnished under a contract, referral, or other arrangement to the extent that those payments are in excess of the amount the SoonerSelect Dental Enrollee would owe if the Contractor covered the services directly.

### **1.20.3 Eligible Investments**

The Contractor shall invest in or loan their funds on the security of, and shall hold as assets, only eligible investments as prescribed in 36 O.S. §§ 1601, *et seq.*

### **1.20.4 Modified Current Ratio**

The Contractor must maintain current assets, plus long-term investments that can be converted to cash within five (5) Business Days without incurring a penalty of more than twenty percent (20%) that equal or exceed current liabilities.

If a penalty for conversion of long-term investments is applicable, only the value excluding the penalty may be counted for the purpose of compliance with this requirement. Provided they are not issued by or include an interest in an Affiliate, the types of long-term investments that may be counted, consistent with above requirements, are prescribed in 36 O.S. §§ 1601, *et seq.*

### **1.20.5 Prior Approval of Payments to Affiliates**

The Contractor shall not pay money or transfer any assets to an Affiliate without prior approval from OHCA except for payment of a claim for a medical product or service that was provided to a SoonerSelect Dental Enrollee and paid in accordance with a written Provider contract and this Contract. To obtain authorization, the Contractor must demonstrate to OHCA that the Contractor:

- a. Meets specified risk-based capital requirements as of the close of the most recent year for which the due date for filing the annual unaudited OID financial report has passed;
- b. Complies with the Contract financial stability and solvency protection requirements as of the last day of the most recent quarter for which the due date for filing OID financial reports has passed; and
- c. Would remain in compliance with the Contract's financial stability and solvency protection requirements following the proposed transaction.

OHCA may require repayment of amounts involved in the transaction if subsequent audit or other adjustments determine that the Contractor did not comply with the Contract's financial stability and solvency protection requirements after the transaction took place.

## 1.20.6 Medical Loss Ratio

The Contractor shall calculate and report to OHCA its medical loss ratio (MLR) for each MLR Reporting Year in accordance with 42 C.F.R. § 438.8 and the following methodology:

- a. The MLR is the ratio of the numerator (as defined in accordance with 42 C.F.R. § 438.8(e)) to the denominator (as defined in accordance with 42 C.F.R. § 438.8(f)).
- b. Each Contractor expense shall be included under only one (1) type of expense, unless a portion of the expense fits under the definition of, or criteria for, one (1) type of expense and the remainder fits into a different type of expense, in which case the expense must be pro-rated between types of expenses. Expenditures that benefit multiple Contracts or populations, or Contracts other than those being reported, must be reported on pro rata basis.
- c. Expense allocation must be based on a generally accepted accounting method that is expected to yield the most accurate results.
- d. Shared expenses, including expenses under the terms of a management Contract, must be apportioned pro rata to the Contract incurring the expense.
- e. Expenses that relate solely to the operation of a reporting entity, such as personnel costs associated with the adjusting and paying of claims, must be borne solely by the reporting entity and are not to be apportioned to the other entities.
- f. Liquidated damages, Provider overpayment remittance to the State and interest assessments, if any, are unallowable costs and are neither medical expenses nor Premium payments.
- g. The Contractor may add a Credibility Adjustment to a calculated MLR if the MLR Reporting Year experience is Partially Credible.
- h. The Credibility Adjustment is added to the reported MLR calculation before calculating any remittances.
- i. The Contractor may not add a Credibility Adjustment to a calculated MLR if the MLR Reporting Year experience is Fully Credible.
- j. If the Contractor's experience is Non-Credible, it is presumed to meet or exceed the MLR calculation standards.
- k. The Contractor shall aggregate data for all Medicaid eligibility groups covered under the Contract, with the exception that the Contractor shall separately report the MLR for Expansion Adults.

The Contractor shall submit an MLR report to OHCA in accordance with the Reporting Manual requirements, which shall be within nine (9) months of the end of the MLR Reporting Year, and that includes for each MLR Reporting Year, the following, in accordance with 42 C.F.R. § 438.8:

- a. Total incurred claims.

- b. Total directed payments under 42 C.F.R. § 438.6(c).
- c. Expenditures on quality improving activities.
- d. Expenditures related to activities compliant with program integrity requirements.
- e. Non-Claims Costs.
- f. Premium revenue.
- g. Taxes.
- h. Licensing fees.
- i. Regulatory fees.
- j. Methodology(ies) for allocation of expenditures.
- k. Any Credibility Adjustment applied.
- l. The calculated MLR.
- m. Any remittance owed to OHCA, if applicable.
- n. A comparison of the information reported with the audited financial report required under 42 C.F.R. § 438.8(3)(m).
- o. A description of the aggregation method used to calculate total incurred claims.
- p. The number of Member months.

The Contractor must require any third-party vendor providing claims adjudication activities to provide all underlying data associated with MLR reporting to the Contractor within one hundred eighty (180) Days of the end of the MLR Reporting Year or within thirty (30) Days of being requested by the Contractor, whichever comes sooner, regardless of current contractual limitations, to calculate and validate the accuracy of MLR reporting.

In the event OHCA makes a retroactive change to the Capitation Payments for an MLR Reporting Year where the MLR report has already been submitted to OHCA, the Contractor shall re-calculate the MLR for all MLR Reporting Years affected by the change and submit a new MLR report.

In accordance with 42 C.F.R. §§ 438.606 and 438.8(n), the MLR report submission must be certified based on best information, knowledge, and belief, and the data, documentation, and information provided in the report is accurate, complete, and truthful. The certification must be signed by the Contractor's CEO, CFO, or 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. MLR report submissions without the required certification will not be accepted.

The MLR report must be conducted by external auditors utilizing an Agreed Upon Procedures (AUP) method of review by the Contractor's auditors. The Contractor shall also provide the Auditor's

engagement letter and detailed scope of work for the MLR AUP upon OHCA request. OHCA shall review and approve the Auditor’s MLR AUP scope of work prior to commencement.

**1.20.6.1 MLR Corridor and MLR Remittance**

The Contractor’s total annual Capitation Payments shall be evaluated against a minimum eighty-five percent (85%) MLR, calculated in accordance with 42 C.F.R. § 438.8; however, directed payments under 42 C.F.R. § 438.6(c) for MLR Remittance are excluded from both the numerator and denominator for the calculation of MLR Remittance. The Contractor’s gains and losses shall be evaluated according to the table below. Note for illustrative purposes the table below uses a Capitation Rate priced- for (target) MLR of ninety percent (90%). As the Capitation Rates have not yet been developed, this illustrated ninety percent (90%) is subject to change. The corridor will be symmetric. The eighty-five percent (85%) minimum MLR will not change, and neither will the share factors. However, given the change in the priced-for MLR, the eighty-eight percent (88%), ninety-two percent (92%), and ninety-five percent (95%) will be adjusted to provide a symmetrical corridor. The MLR calculation will be performed across all population groups except a separate calculation will be performed for the Medicaid Expansion population for Federal match claiming purposes.

The following table has been provided for illustrative purposes only:

Medical Loss Ratio Corridor	Contractor Share of Gain/Loss in the Corridor	OHCA/CMS Share of the Gain/Loss in the Corridor
MLR of less than 85%	0%	100%
MLR equal to or greater than 85% and less than 88%	50%	50%
MLR equal to or greater than 88% and less than 92%	100%	0%
MLR equal to or greater than 92% and less than 95%	50%	50%
MLR equal to or greater than 95%	0%	100%

OHCA reserves the right to modify the target MLR and associated corridor in future Contract Years, in accordance with Section 1.2.8: “Amendments or Modifications” of this Contract.

If the Contractor’s MLR does not meet or exceed the MLR target, then the Contractor shall reimburse OHCA within thirty (30) Days of OHCA identifying and finalizing the MLR validation. OHCA shall designate the MLR rebate and initiate the recovery of funds process by providing notice to the Contractor of the amount due. This provision shall survive expiration of the Contractor’s other duties under the SoonerSelect Dental program, in the event the Contractor is terminated or not renewed.

If the Contracted Entity determines that payment of the remittance will cause the Contracted Entity’s risk-based capital to fall below levels required by 36 O.S. § 6146, the Contracted Entity’s responsible official must notify OHCA in writing as soon as administratively possible and prior to making any MLR rebate payments to OHCA.

## **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 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.

### **1.20.7.1 Third-Party Liability Procedures**

The Contractor shall develop and implement policies and procedures to meet its obligations regarding Third-Party Liability cost avoidance and recovery when the third party pays a benefit to a SoonerSelect Dental Enrollee.

### **1.20.7.2 Third-Party Payment to Subcontractors**

If Third-Party Liability exists for part or all of the services provided to a SoonerSelect Dental Enrollee by a Subcontractor or a Provider, and the third-party will make payment within one hundred twenty (120) Days, the Contractor may pay the Subcontractor or Provider only the amount, if any, by which the Subcontractor's or Provider's allowable claim exceeds the amount of Third-Party Liability.

### **1.20.7.3 Determination of Third-Party Payment**

If probable existence of Third-Party Liability has been established at the time a claim is filed, the Contractor must reject the claim and return it to the Provider for a determination of the amount of any Third-Party Liability. The Contractor shall provide Third-Party Liability data to any Provider having a claim denied by the Contractor based upon Third-Party Liability.

Notwithstanding the forgoing, in accordance with 42 C.F.R. § 433.139(b), the Contractor shall pay claims for the following and then bill the responsible third-party:

- a. Preventive pediatric services, including EPSDT; and
- b. For a service provided to a SoonerSelect Dental Enrollee on whose behalf child support enforcement is being carried out if the third-party coverage is through an absent parent and the Provider certifies that, if the Provider has billed a third-party, the Provider has waited one hundred (100) Days from the date of service without receiving payment before billing Medicaid.

#### **1.20.7.4 Third-Party Payment Denial**

The Contractor shall deny payment on a claim that has been denied by a third-party payer when the reason for denial is the Provider or SoonerSelect Dental Enrollee's failure to follow claims and payment procedures specified by the third-party. The basis for such denials may include the failure to obtain Prior Authorization, receive care from a Participating Provider and timely submit claims for payment according to submission procedures.

#### **1.20.7.5 Third-Party Payment Recovery**

The Contractor shall retain third-party payment recoveries, except as otherwise specified in this section. The Contractor shall post all third-party payments to claim level detail by SoonerSelect Dental Enrollee.

#### **1.20.7.6 Estate Recovery Activities**

OHCA shall be solely responsible for estate recovery activities and shall retain any funds recovered through these activities.

#### **1.20.7.7 Third Party Subrogation and Recovery**

The Contractor shall identify potential subrogation cases using a list of OHCA-approved diagnosis and treatment codes. When subrogation is identified, the Contractor shall notify OHCA in the timeframe and manner required by OHCA as prescribed in the Reporting Manual. OHCA will be responsible for pursuing subrogation and will retain all subrogation recoveries.

#### **1.20.7.8 Third-Party Payment Exclusions**

The Contractor shall not consider allowable SoonerSelect Dental Enrollee Cost Sharing and SoonerSelect Dental Enrollee payment responsibilities as permitted under the Contract as a Third-Party Liability source.

#### **1.20.7.9 Third-Party Payment Resource Information**

The Contractor must cooperate with OHCA or its cost-recovery vendor, in recovering benefits provided by SoonerSelect Dental Enrollee's access to other insurance.

OHCA may require a contracted Third-Party Liability vendor to review paid claims that are over ninety (90) Days old and pursue Third-Party Liability (excluding subrogation) for those claims that do not indicate recovery amounts in the Contractor's reported Encounter Data. OHCA has sole right of recovery

after three hundred sixty-five (365) Calendar Days. In accordance with 63 O.S. § 5051.2(E), the Contractor shall make appropriate payments to OHCA provided the claim is submitted for consideration within three (3) years from the date the service was furnished. Any action by OHCA to enforce the payment of the claim shall be commenced within six (6) years of the submission of the claim by OHCA.

If the Contractor operates or administers any non-Medicaid health plan or other lines of business, the Contractor shall assist OHCA in a manner to be specified with identification of SoonerSelect Dental Enrollees with access to other insurance.

## **1.21 Reporting**

### **1.21.1 General Reporting Obligations**

In accordance with 42 C.F.R. § 438.604(b), the Contractor shall submit any data, documentation or information relating to the Contractor's performance as required by OHCA or the United States Secretary of Health and Human Services. OHCA intends to publish a Reporting Manual outlining the Contractor's performance reporting obligations including Encounter Data reporting as specified in Section 1.19.5: "SoonerSelect Dental Enrollee Encounter Data" of this Contract. Data shall be provided in the format(s) specified by OHCA in the Reporting Manual. Examples may include but are not limited to Application Programming Interface (API), extensible markup language (XML), Flat File, and Microsoft Excel. The Contractor shall comply with all Reporting Manual requirements and submit all requested data completely and accurately within the timeframes and format prescribed by OHCA.

Failure to comply with reporting requirements as outlined in the Reporting Manual, or via ad hoc request from OHCA, may subject the Contractor to Administrative Remedies. At any time that a submitted report is rejected for non-compliance other than timeliness, the Contractor shall revise the report and cure the reason for rejection within five (5) Business Days of notification from OHCA or as otherwise specified. Any revisions to previously submitted reports must be re-submitted in the format specified by OHCA.

If the Contractor delegates any activities or obligations under the Contract, the Subcontractor, individual or entity accepting delegation shall also perform the Contractor's reporting responsibilities and obligations in compliance with the Contract and Reporting Manual.

The Contractor shall provide access to OHCA, upon request, of all source data utilized to generate reports required under the Contract to permit OHCA to validate reports.

#### **1.21.1.1 Modifications to Reporting Requirements**

OHCA reserves the right to modify the Reporting Manual at its sole discretion. Additionally, OHCA may, at its discretion, require the Contractor to submit additional reports, both ad hoc and recurring.

#### **1.21.1.2 Initial Program Implementation Reporting**

OHCA will require more frequent Contractor reporting during Initial Program Implementation to:

- a. Monitor SoonerSelect Dental program implementation;
- b. Permit adequate OHCA oversight and corrections of any identified problems as necessary; and

- c. Ensure satisfactory levels of SoonerSelect Dental Enrollee and Provider services.

### **1.21.1.3 Certification Requirements**

In accordance with 42 C.F.R. § 438.606(a), 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
- 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.

### **1.21.1.4 Audit Rights and Remedies**

OHCA reserves the right to audit the Contractor’s self-reported data at any time and may require corrective action or other remedies as specified in Section 1.23: “Remedies and Disputes” of this Contract for Contractor non-compliance.

### **1.21.1.5 Continuous Process Improvement**

The Contractor shall review all reports submitted to OHCA to identify instances and patterns of non-compliance, determine, and analyze the reasons for non-compliance, identify and implement actions to correct non-compliance and identify and implement quality improvement activities to improve performance and ensure ongoing compliance.

### **1.21.1.6 Required Data Collection and Reports**

In accordance with 42 C.F.R. § 438.66(c), and as further delineated in the following subsections, the Contractor shall submit data to OHCA on the following:

- a. Enrollment and Disenrollment data;
- b. SoonerSelect Dental Enrollee Grievance and Appeal logs;
- c. Provider complaint and Appeal logs;
- d. Results of SoonerSelect Dental Enrollee satisfaction surveys conducted by the Contractor;
- e. Results of Provider satisfaction surveys conducted by the Contractor;
- f. Performance on required quality measures;
- g. Medical management committee reports and minutes;



- h. Annual quality improvement plan;
- i. Audited financial and Encounter Data;
- j. MLR summary reports; and
- k. Customer service performance data.

OHCA will utilize findings from this data collection to improve the performance of the SoonerSelect Dental program.

#### **1.21.1.7 Contractor Payment Reports**

The Contractor shall submit reports, in the manner and format required in the Reporting Manual, to demonstrate compliance with Section 1.3: “Payments to Contractor” of this Contract. Contractor payment reports shall include, at minimum:

- a. *Capitation Reconciliation*: Monthly reconciliation of Enrollment and Capitation Payments.
- b. *Capitation Overpayment*: Report of Capitation Payment Overpayments.

#### **1.21.1.8 Administrative Reports**

The Contractor shall submit reports, in the manner and format required in the Reporting Manual, to demonstrate compliance with Section 1.4: “Administrative Requirements” of this Contract.

Administrative reports shall include, at minimum:

- a. *Accreditation*: Status reports while undergoing accreditation and copy of accreditation review findings in accordance with requirements of 42 C.F.R. § 438.332(b).
- b. *Subcontractor Compliance*: Reports documenting known or anticipated value of contracted or subcontracted services, the Contractor’s oversight of its Subcontractors and any applicable performance issues or corrective actions.
- a. *Implementation Plan*: Status reports on key implementation activities prior to initial SoonerSelect Dental Enrollee Enrollment.
- c. *Hiring and Staffing Plan*: Contractor’s plan to meet staffing requirements and ongoing reporting of changes in Key Staff.
- b. *Governing Body*: Notification of changes in Governing Body.

#### **1.21.1.9 Enrollment and Disenrollment Reports**

The Contractor shall submit reports, in the manner and format required in the Reporting Manual, to demonstrate compliance with Section 1.6: “Enrollment and Disenrollment” of this Contract. Enrollment and Disenrollment reports shall include, at minimum a report on SoonerSelect Dental Enrollee Disenrollment Requests, which are reports documenting volume of and reason for SoonerSelect Dental Enrollee requests for Disenrollment.

#### **1.21.1.10 Covered Benefits Reports**

The Contractor shall submit reports, in the manner and format required in the Reporting Manual, to demonstrate compliance with Section 1.7: “Covered Benefits” of this Contract. Benefits reports shall include, at minimum:

- a. *EPSDT*: Data required to comply with CMS EPSDT performance on the Form CMS-416.
- b. *Value-Added Benefits*: Report documenting all Value-Added Benefits offered by the Contractor and the utilization rates of each.

#### **1.21.1.11 Dental Management Reports**

The Contractor shall submit reports, in the manner and format required in the Reporting Manual, to demonstrate compliance with Section 1.8: “Dental Services Utilization Management” of this Contract. Dental management reports shall include, at minimum:

- a. *Prior Authorization*: Report documenting PA processing timeliness, approvals, pending requests and denial rates.
- b. *Dental Management Program*: Report documenting the Contractor’s Dental Management Program description, work plan and program evaluation.
- c. *Utilization Reports*: Reports documenting elements such as preventive, restorative, prosthetic, orthodontic, and oral surgery services. The Contractor may be required to provide breakout by SoonerSelect Dental Enrollees based on the Contractor’s Risk Stratification Level Framework.
- d. *Out of State Services*: Report documenting approved out of State services to include detailed verification of unavailability of in-State services.

#### **1.21.1.12 Transition of Care Reports**

The Contractor shall submit reports, in the manner and format required in the Reporting Manual, to demonstrate compliance with Section 1.9: “Transition of Care (TOC)” of this Contract. Transition of care reports shall include, at minimum, Contractor activity surrounding the following transitions:

- a. Age transitions and
- b. Transitions between Dental Benefit Managers.

#### **1.21.1.13 Quality Improvement Reports**

The Contractor shall submit reports, in the manner and format required in the Reporting Manual, to demonstrate compliance with Section 1.10: “Quality” of this Contract. The Contractor shall be capable of providing reports broken out by race, ethnicity, or other relevant demographics as directed by OHCA. Quality reports shall include, at minimum:

- a. *Quality Rating System*: Reporting necessary to comply with the quality rating system required in accordance with 42 C.F.R. § 438.334.

- b. *Annual QAPI Plan*: An annual QAPI program description and work plan addressing the Contractor’s strategies for performance improvement and quality management activities, which addresses all elements in Section 1.10.3: “Quality Assessment and Performance Improvement (QAPI) Program” of this Contract.
- c. *CAHPS®*: Annual reports for each of the audited CAHPS® survey required under Section 1.10.4.1: “Consumer Assessment of Healthcare Providers and Systems (CAHPS®) Surveys” of this Contract.
- d. *Provider Satisfaction Survey*: Annual report documenting the results of the annual Participating Provider Survey as described in Section 1.10.4.2: “Provider Satisfaction Surveys” of this Contract.
- e. *Quality Performance Measures*: Reporting on all required measures as described in Section 1.10.5: “Quality Performance Measures” of this Contract.
- f. *Performance Improvement Projects*: Reports on the Contractor’s PIPs as required under Section 1.10.6: “Performance Improvement Projects (PIPs)” of this Contract.
- g. *Provider Profiling*: Provider performance monitoring reports in accordance with Section 1.10.8: “Provider Profiling” of this Contract.

**1.21.1.14 SoonerSelect Dental Enrollee Services Reports**

The Contractor shall submit reports, in the manner and format required in the Reporting Manual, to demonstrate compliance with Section 1.11: “SoonerSelect Dental Enrollee Services” of this Contract. SoonerSelect Dental Enrollee Services reports shall include, at minimum:

- a. *Failure to Contact SoonerSelect Dental Enrollee*: Report documenting SoonerSelect Dental Enrollees the Contractor failed to reach following initial SoonerSelect Dental Enrollee enrollment with the Contractor in accordance with Section 1.11.4: “New SoonerSelect Dental Enrollee Materials and Outreach” of this Contract.
- b. *SoonerSelect Dental Enrollee Services Call Center*: Report documenting the performance of the SoonerSelect Dental Enrollee Services Call Center, such as call volume, call reasons, call abandonment rate, live-voice answer rate, average wait time, blocked call rate and overflow call center data. Also includes annual evaluation and planned improvement activities.
- c. *SoonerSelect Dental Enrollee Services Call Center Training*: Report documenting the training received by SoonerSelect Dental Enrollee Services Call Center staff.
- d. *Advisory Board*: Report documenting the activities of the quarterly Advisory Board meetings.
- e. *PCD Provider Assignments*: Report documenting PCD Provider assignment rates, differentiated by SoonerSelect Dental Enrollee selection versus Contractor assignment.
- f. *PCD Provider Changes*: Report documenting the volume of PCD Provider changes and reasons.
- g. *Website*: Report documenting website utilization data.
- h. *Marketing*: Report documenting the Contractor’s Marketing plan and activities.

### **1.21.1.15 Provider Network Development Reports**

The Contractor shall submit reports, in the manner and format required in the Reporting Manual, to demonstrate compliance with Section 1.12: “Provider Network Development” of this Contract. Provider network development reports shall include, at minimum:

- a. *Network Adequacy*: In accordance with 42 C.F.R. § 438.604, the Contractor shall submit documentation for which OHCA will base its certification that the Contractor has complied with requirements for availability and accessibility of services, including adequacy of the Participating Provider network, as set forth in 42 C.F.R. § 438.206.
- b. *Geo-Access Reports*: Showing compliance with time and distance standards to Participating Providers as outlined in Section 1.12.4: “Time and Distance and Appointment Access Standards” of this Contract.
- c. *Provider Network Development and Management Plan*: As required in accordance with the requirements of Section 1.12.1.5: “Provider Network Development and Management Plan” of this Contract.
- d. *Provider enrollment and disenrollment*: Showing Participating Providers, including enrollments and disenrollments.
- e. *Provider Application Denials*: Showing all Providers for whom the Contractor has denied request to become a Participating Provider.
- f. *Credentialing*: Showing the timeliness of all Provider credentialing and recredentialing activities.
- g. *Network Adequacy Exceptions Report*: In accordance with Section 1.12.5: “Network Adequacy Exception Process” of this Contract, including date of approval, description of the exception, how the Contractor is assuring SoonerSelect Dental Enrollees residing in the applicable geographic area are receiving the necessary care and Contractor efforts and progress in addressing the deficiency.

### **1.21.1.16 Provider Services Reports**

The Contractor shall submit reports, in the manner and format required in the Reporting Manual, to demonstrate compliance with Section 1.13: “Provider Services” of this Contract. Provider services reports shall include, at minimum:

- a. *Provider Services Call Center*: Report documenting the performance of the Provider Services Call Center, such as call volume, calls handled, average call handle time, call reasons, call abandonment rate, live-voice answer rate, average wait time, blocked call rate, overflow call center data and customer satisfaction indicators. Also includes annual evaluation and planned improvement activities.
- b. *Provider Services Call Center Training*: Report documenting the training received by Provider Services Call Center staff.

- c. *Participating Provider Training, Education and Technical Assistance Plan*: Report documenting the training provided including details such as training topics covered, the date of the trainings and the participants, by the Contractor to its Participating Providers, in accordance with Section 1.13.5: “Provider Education, Training and Technical Assistance” of this Contract.
- d. *Provider Complaints*: Report documenting the type, volume, timely processing and resolution status of Provider Complaints, reconsiderations, and Appeals.

#### **1.21.1.17 Provider Payment Reports**

The Contractor shall submit reports, in the manner and format required in the Reporting Manual, to demonstrate compliance with Section 1.14: “Provider Payment” of this Contract. Provider payment reports shall include, at minimum:

- a. *Value-Based Provider Payments*: Report documenting the plan, volume of and details surrounding value-based payments made by the Contractor to Participating Providers.
- b. *Provider-Preventable Conditions*: The Contractor shall require Providers to report Provider-Preventable Conditions associated with claims for payment or SoonerSelect Dental Enrollee treatments for which payment would otherwise be made. The Contractor shall report all identified Provider-Preventable conditions to OHCA as required under the Reporting Manual.
- c. *Claims Activity*: Report documenting claims activities, including the number of claims received, denied, and paid, total amount paid and any adjustments or edits to claims.
- d. *Claims Payment Accuracy*: Report documenting claims payment and denial accuracy by claim type and Provider type. The report shall be compiled by the Contractor through an audit of the accuracy of a random sample of claims payments processed in the relevant reporting period. The report shall document the results of the audit, including the number and percentage of claims and dollars that were paid accurately.
- e. *Claims Timeliness*: Report documenting the timeliness of claims paid by claim type and Provider type. The report shall include the number and percentage of claims processed for the reporting period that were paid within thirty (30) Days of service date, within sixty (60) Days of service date, within ninety (90) Days of service date, those left pending, those that were submitted in previous quarters but paid in the reporting quarter and suspended claims.

#### **1.21.1.18 AI/AN Population and Indian Health Care Providers Reports**

The Contractor shall submit reports, in the manner and format required in the Reporting Manual, to demonstrate compliance with Section 1.15: “American Indian/Alaska Native Population and Indian Health Care Providers” of this Contract. These reports shall include, at minimum, a report on Network Accessibility, which documents Network accessibility specific to the Contractor’s AI/AN SoonerSelect Dental Enrollee membership and the IHCP network.

#### **1.21.1.19 Grievance and Appeal Reports**

The Contractor shall submit monthly reports, in the manner and format required in the Reporting Manual, to demonstrate compliance with Section 1.16: “SoonerSelect Dental Enrollee Grievance and

Appeal” of this Contract. SoonerSelect Dental Enrollee Grievance and Appeal reports shall include, at minimum:

- a. *SoonerSelect Dental Enrollee Grievances*: Documents the volume, timely processing, and reasons for SoonerSelect Dental Enrollee Grievances.
- b. *SoonerSelect Dental Enrollee Appeals*: Documents the volume, timely processing, decision overturn rate and reasons for SoonerSelect Dental Enrollee Appeals.
- c. *State Fair Hearings*: Documents the volume of Appeals escalating to the State Fair Hearing process and the rate of Contractor decisions overturned.

#### **1.21.1.20 Cost Sharing Reports**

The Contractor shall submit reports, in the manner and format required in the Reporting Manual, to demonstrate compliance with Section 1.17: “Cost Sharing” of this Contract. Cost Sharing reports shall include, at minimum, a report on the five percent (5%) limit documenting the volume of SoonerSelect Dental Enrollees reaching the five percent (5%) Cost Sharing limit described in Section 1.17.5: “Five Percent (5%) Cost Sharing Limit” of this Contract.

#### **1.21.1.21 Program Integrity Reports**

The Contractor shall submit reports, in the manner and format required in the Reporting Manual, to demonstrate compliance with Section 1.18: “Program Integrity” of this Contract. Program integrity reports shall include, at minimum:

- a. *Compliance Plan*: The plan developed in accordance with the requirements of Section 1.18.2.1: “Compliance Plan” of this Contract and all associated reporting.
- b. *Verifying Delivery of Services*: Reports documenting the activities of the Contractor to verify service delivery in accordance with Section 1.18.4: “Verifying Delivery of Services.” in this Contract. Report shall detail the number of EOBs distributed, SoonerSelect Dental Enrollee responses and resolution of SoonerSelect Dental Enrollee responses.
- c. *Overpayments*: In accordance with 42 C.F.R. § 438.608(d)(3), the Contractor shall report monthly to OHCA on recoveries of Overpayments. Prompt reporting of all Overpayments to occur in accordance with Section 1.18.6: “Reporting Overpayments” of this Contract.
- d. *Transactions with Parties in Interest*: Reporting in accordance with the requirement of Section 1.18.13: “Transactions with Parties in Interest” of this Contract.
- e. *Investigations Opened*: Provides documentation on the program integrity investigations initiated and cases ultimately referred to the State.

#### **1.21.1.22 Information Technology Reports**

The Contractor shall submit reports, in the manner and format required in the Reporting Manual and Section 1.19: “Information Technology” of this Contract, to demonstrate compliance with Contract requirements. Information Technology reports shall include, at minimum, the following:

- a. Encounter Data;
- b. Encounter Data and Financial Summary Reconciliation;
- c. Information Security Breach;
- d. System Performance Reports;
- e. System Unavailability Reports;
- f. Disaster Preparation and Recovery Plan;
- g. BCDR Incidence Reports;
- h. Back-up Plan;
- i. Initial and Bi-annual IT Roadmap; and
- j. Maintenance and Operations Plan.

#### **1.21.1.23 Financial Performance Reports**

The Contractor shall submit reports, in the manner and format required in the Reporting Manual, to demonstrate compliance with Section 1.20: “Financial Standards and Third-Party Liability” of this Contract. Reports shall include, at minimum:

- a. *Base Data*: In accordance with 42 C.F.R. § 438.604, the Contractor shall submit data on the basis of which OHCA certifies the actuarial soundness of Capitation Rates, including base data generated by the Contractor.
- b. *Insurance Department Filings*: Copy of all OID required filings provided to OHCA.
- c. *Audited Financial Reports*: In accordance with 42 C.F.R. § 438.3(m), the Contractor shall submit audited financial reports specific to the Contract on an annual and quarterly basis. The Contractor shall ensure the audit is conducted in accordance with generally accepted accounting principles and standards.
- d. *Change in Independent Actuary or Independent Auditor*: The Contractor must provide OHCA with notice within ten (10) Days of expiration of the Contractor's contract with an independent auditor or actuary. The notice must include: the date and reason for the change or termination; the name of the replacement auditor or actuary; and if the change or termination resulted from a disagreement or dispute, the nature of the disagreement or dispute at issue.
- e. *Disclosure of Fiduciary Relationships and Bonding Reports*: The Contractor shall disclose each person who qualifies as a fiduciary. The Contractor shall provide OHCA with evidence of the Contractor's Fidelity Bond or Certificate of Fidelity Insurance in the manner prescribed by 36 O.S. § 6906(A). The Contractor shall not make payment regarding amounts expended for Home Health Care Services provided by any agency or organization, unless the agency or organization provides OHCA with a surety bond as specified in Section 1861(o)(7) of The Act.

- f. *Third-Party Payments*: Reports documenting cost avoidance values, recoveries from third-parties, potential subrogation cases and third-party resource information.
- g. *Rate Cell Financial Reports*: Certified financial reports as specified by OHCA reflecting cost experience at the rate cell level.
- h. *MLR Reports*: Data on the basis of which OHCA will determine the Contractor’s compliance with the MLR requirements described in 42 C.F.R. § 438.8 and Section 1.20.6: “Medical Loss Ratio” of this Contract.
- i. *Insolvency Protection*: Data on the basis of which OHCA will determine the Contractor has made adequate provision against the risk of insolvency, as required under 42 C.F.R. § 438.116.

## **1.22 Contractor Performance Standards**

### **1.22.1 Full Compliance**

The Contractor shall perform all of the covered benefits and shall develop, produce and deliver to OHCA all of the statements, policies, reports, data, accounting, claims, and documentation described and required by the provisions of this Contract, and OHCA shall make payments to the Contractor on a capitated basis as described in this Contract. If the Contractor does not comply with the provisions of this Contract, the Contractor shall be subject to remedies described in Section 1.23: “Remedies and Disputes” of this Contract for failure to meet performance requirements.

### **1.22.2 Value-Based Contracting**

The Contractor and OHCA agree that the SoonerSelect Dental program shall be administered in accordance with the tenets of value-based contracting, including:

- a. Defining quality of care, quality of life, and health outcomes objectives for SoonerSelect Dental Enrollees;
- b. Measuring the Contractor’s progress in meeting performance objectives; and
- c. Rewarding the Contractor for achievement of performance objectives and imposing Administrative Remedies on the Contractor for non-compliance or failure to achieve performance objectives, through the methods described in this Section and Section 1.23: “Remedies and Disputes” of this Contract.

The data set shall incorporate mandatory reports as described in Section 1.21: “Reporting” of this Contract and shall include performance benchmarks related to service accessibility and utilization, quality improvement, and non-clinical functions. OHCA shall have sole authority for establishing final benchmarks.



## **1.22.3 Monitoring and Evaluation of Contractor Performance**

### **1.22.3.1 OHCA Monitoring Methods**

The Contractor shall cooperate fully to support OHCA's performance of monitoring activities as set forth in 42 C.F.R. § 438.66. OHCA will monitor the Contractor's performance and compliance with Contract participation requirements through multiple methods, including but not limited to:

- a. The Readiness Review;
- b. Ongoing operational and financial reviews, to be conducted on-site at the Contractor's Oklahoma-based office required under Section 1.4.5: "Oklahoma Presence" of this Contract and through desk audits;
- c. Review of the Contractor's reports required under Section 1.21: "Reporting" of this Contract and the Reporting Manual;
- d. Review of the Contractor's quality improvement measures and performance improvement project outcomes, as described in Section 1.10: "Quality" of this Contract;
- e. Assessment of the Contractor's performance against uniform performance monitoring benchmarks;
- f. Findings from the annual EQR as described in Section 1.10.2: "External Quality Review" of this Contract;
- g. Quarterly meetings with OHCA and the Contractor's Key Staff;
- h. Additional data concerning the Contractor's performance gathered directly by OHCA from SoonerSelect Dental Enrollees, Providers, and other SoonerSelect Dental program stakeholders; and
- i. The creation of Provider scorecards. OHCA will create a quarterly scorecard that compares all SoonerCare Select Dental Contractors no later than one (1) year following the execution of the Contract as described in Section 1.10.1: "Quality Rating System" of this Contract.

### **1.22.3.2 Contractor Internal Monitoring Methods**

The Contractor shall have an internal monitoring process for ensuring compliance with all Contract requirements.

The Contractor shall report to OHCA monthly on its compliance monitoring activities, in the manner and format required in the Reporting Manual. The Contractor shall document any self-identified area of non-compliance with Contract requirements and shall describe the actions being taken to correct the deficiency. At its discretion, OHCA may request additional information or require submission of a formal written Corrective Action Plan (CAP), in accordance with the provisions of Section 1.23: "Remedies and Disputes" of this Contract.

### **1.22.3.3 Treatment of Self-Reported Deficiencies in Assessment of Damages**

If the Contractor identifies and reports an area of non-compliance (deficiency) that falls within a category for which liquidated damages apply, as described in Section 1.23: “Remedies and Disputes” of this Contract, OHCA, at its sole discretion, may waive the damages subject to the Contractor remedying the deficiency in a manner and on a schedule acceptable to OHCA.

OHCA’s standard policy shall be not to waive monetary damages, if applicable, when an area of non-compliance (deficiency) is identified by OHCA without first being reported by the Contractor.

#### **1.22.3.4 Consideration of Contractor Performance in Auto Assignments**

It is OHCA’s intent to modify the assignment algorithm in future Contract Years of the SoonerSelect Dental program to take into consideration the Contractor’s performance on improving health outcomes. The revised algorithm will be included as part of a Contract amendment to be issued in accordance with Section 1.2.8: “Amendments or Modifications” of this Contract.

#### **1.22.3.5 Consideration of Contractor Performance in Re-Contracting**

It is OHCA’s intent to include data on the Contractor’s performance in any future procurement conducted prior to the expiration of the current Contract, including any extension periods.

### **1.23 Remedies and Disputes**

#### **1.23.1 Understanding and Expectations**

The remedies described in this Section are directed to the Contractor’s timely and responsive performance of the services and production of Deliverables, and the creation of a flexible and responsive relationship between the Parties. The Contractor is expected to meet or exceed all OHCA objectives and standards, as set forth in this Contract. All areas of responsibility and all Contract requirements will be subject to performance evaluation by OHCA. Performance reviews may be conducted at the discretion of OHCA at any time and may relate to any responsibility and/or requirement of the Contractor as set forth in this Contract. Any and all responsibilities and/or requirements not fulfilled may be subject to damages and remedies provisions as set forth in the Contract.

The Administrative Remedy imposed by OHCA will be dependent upon the nature, severity, and duration of the Contractor’s non-compliance. OHCA shall only impose those Administrative Remedies it determines, in its sole discretion, to be appropriate for the deficiencies identified. If OHCA elects not to exercise an Administrative Remedy in a particular instance of Contractor non-compliance, this decision shall not be construed as a waiver of OHCA’s right to pursue future assessment of that performance requirement and associated Administrative Remedies, including those that, under the terms of the Contract, may be retroactively assessed.

## **1.23.2 Tailored Remedies**

### **1.23.2.1 Understanding of the Parties**

The Contractor agrees and understands that OHCA may pursue tailored contractual remedies for noncompliance with the Contract. At any time and at its discretion, OHCA may apply or pursue one (1) or more remedies for each item of noncompliance and will determine remedies on a case-by-case basis. OHCA's pursuit or non-pursuit of a tailored remedy does not constitute a waiver of any other remedy that OHCA may have at law or equity.

### **1.23.2.2 Notice and Opportunity to Cure for Nonmaterial Breach**

OHCA will notify, in accordance with Section 1.2.4: "Notices" of this Contract, the Contractor in writing of specific areas of the Contractor performance that fail to meet performance expectations, standards, or schedules set forth in the Contract, but that, in the determination of OHCA, do not result in a material deficiency or delay in the implementation or operation of the Services.

The Contractor will, within five (5) Business Days (or the date specified by OHCA) of receipt of written notice of a non-material deficiency, provide OHCA a written response that:

- a. Explains the reasons for the deficiency, the Contractor's plan to address or cure the deficiency, and the date and time by which the deficiency will be cured; or
- b. If the Contractor disagrees with OHCA's findings, its reasons for disagreeing with OHCA's findings.

The Contractor's proposed cure of a non-material deficiency is subject to the approval of OHCA. The Contractor's repeated commission of non-material deficiencies or repeated failure to resolve any such deficiencies may be regarded by OHCA as a material deficiency and entitle OHCA to pursue any other remedy provided in the Contract or any other appropriate remedy OHCA may have at law or equity.

### **1.23.2.3 Corrective Action Plan**

At its option, OHCA may require the Contractor to submit to OHCA a written CAP under signature of the Contractor's CEO to correct or resolve a material breach of the Contract, as determined by OHCA.

The CAP must provide:

- a. A detailed explanation of the reasons, if any, for the cited deficiency;
- b. The Contractor's assessment or diagnosis of the cause; and
- c. A specific proposal with a specific timeline to cure or resolve the deficiency.

The CAP must be submitted by the deadline set forth in OHCA's request for a CAP. The CAP is subject to approval by OHCA, which will not unreasonably be withheld.

OHCA will notify the Contractor in writing of OHCA's final disposition of OHCA's concerns. If OHCA accepts the Contractor's proposed CAP, OHCA may:

- a. Condition such approval on completion of tasks in the order or priority that OHCA may reasonably prescribe;
- b. Disapprove portions of the Contractor's proposed CAP; or
- c. Require additional or different corrective action(s) or timelines/time limits. Notwithstanding the submission and acceptance of a CAP, the Contractor remains responsible for achieving all written performance criteria.

OHCA's acceptance of a CAP under this Section will not:

- a. Excuse the Contractor's prior substandard performance;
- b. Relieve the Contractor of its duty to comply with performance standards; or
- c. Prohibit OHCA from assessing additional tailored remedies or pursuing other appropriate remedies for continued substandard performance.

#### **1.23.2.4 Administrative Remedies**

At its discretion, OHCA may impose one (1) or more of the following remedies for each item of material non-compliance. OHCA may take into account the scope and severity of the non-compliance in the assessment of the appropriate remedy.

- a. Conduct accelerated monitoring of the Contractor. Accelerated monitoring includes more frequent or more extensive monitoring by OHCA or its designee;
- b. Require additional, more detailed, financial and/or programmatic reports to be submitted by the Contractor;
- c. Decline to renew or extend the Contract;
- d. Appoint temporary management under the circumstances described in 42 C.F.R. § 438.706;

OHCA may not delay the imposition of temporary management to provide a hearing. OHCA will not terminate temporary management until it determines, at its sole discretion that the Contractor can ensure the non-compliant behavior will not recur.

When temporary management is imposed, OHCA will notify and grant SoonerSelect Dental Enrollees the right to terminate enrollment with the Contractor without cause, as described in 42 C.F.R. § 438.702(a)(3). If temporary management is imposed, the Contractor shall cooperate fully in the transition process to ensure any disruption to SoonerSelect Dental Enrollees and Providers is minimized.

OHCA or its designees shall have full and exclusive power of management and control of the Contractor as necessary to ensure the uninterrupted care to SoonerSelect Dental Enrollees pending the Contractor's termination from the SoonerSelect Dental program or remedying of the underlying deficiency. OHCA shall have the authority to hire staff, execute any instrument in the name of the Contractor and to commence, defend and conduct in its name any action or proceeding in which the Contractor may be a party during the temporary management period.

The Contractor shall be responsible for all reasonable expenses related to the direct operation of the Dental Benefit Manager, including but not limited to attorney fees, cost of preliminary or other audits of the Contractor and expenses related to the management of any office or other assets of the Contractor.

- a. Initiate disenrollment of a SoonerSelect Dental Enrollee or Enrollees;
- b. Suspend enrollment of SoonerSelect Dental Enrollees;
- c. Withhold or recoup Capitation Payments to the Contractor;
- d. Require forfeiture of all or part of the Contractor's Performance Bond or other substitute; or
- e. Terminate the Contract in accordance with Section 1.24: "Termination" of this Contract.

For purposes of the Contract, an item of material non-compliance means a specific action of the Contractor that:

- a. Violates a material provision of the Contract;
- b. Fails to meet an agreed measure of performance; or
- c. Represents a failure of the Contractor to be reasonably responsive to a reasonable request of OHCA relating to the Services for information, assistance, or support within the timeframe specified by OHCA.

#### **1.23.2.5 Notice**

OHCA will provide timely written notice to the Contractor of the imposition of an administrative remedy in accordance with this Section, with the exception of accelerated monitoring, which may be unannounced. OHCA may require the Contractor to file a written response in accordance with this Section.

The Parties agree that a State or federal statute, rule, regulation, or federal guideline will prevail over the provisions of this Section unless the statute, rule, regulation, or guidelines can be read together with this Section to give effect to both.

#### **1.23.2.6 Damages**

OHCA will be entitled to actual and consequential damages in accordance with Tit. 23 O.S. § 21, resulting from the Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to OHCA or State of Oklahoma as a result of the Contractor's failure to meet any aspect of the responsibilities of the Contract and/or to meet specific performance standards set forth in the Contract are difficult or impossible to determine with precise accuracy. Therefore, Liquidated Damages will be assessed in writing against and paid by the Contractor in accordance with and for failure to meet any aspect of the responsibilities of the Contract and/or to meet the specific performance standards identified by OHCA in Appendix 1E: "Liquidated Damages" of this Contract. Liquidated Damages will be assessed if OHCA determines such failure is the fault of the Contractor, including the Contractor's Subcontractors and/or consultants, and is not materially caused or contributed to by OHCA or its Agents.

If at any time, OHCA determines the Contractor has not met any aspect of the responsibilities of the Contract and/or the specific performance standards due to mitigating circumstances, OHCA reserves the right to waive all or part of the Liquidated Damages. All such waivers must be in writing, contain the reasons for the waiver, and be signed by the appropriate executive of OHCA.

The Liquidated Damages prescribed in this Contract are not intended to be in the nature of a penalty but are intended to be reasonable estimates of OHCA's projected financial loss and damage resulting from the Contractor's nonperformance but not limited to financial loss as a result of project delays. Accordingly, in the event the Contractor fails to perform in accordance with the Contract, OHCA may assess Liquidated Damages as provided in this Contract.

If the Contractor fails to perform any of the Services described in the Contract, OHCA may assess Liquidated Damages for each occurrence of a Liquidated Damages event, to the extent consistent with OHCA's tailored approach to remedies and Oklahoma law.

#### **1.23.2.6.1 Collection and Offset**

OHCA may elect to assess Actual, Consequential, and Liquidated Damages or other amounts due as a result of Administrative Remedies, together with any amounts due under the Contractor's indemnification obligations or for breach of this Contract:

- a. Through direct assessment and demand for payment delivered to the Contractor; or
- b. Through set-off against payments then due to the Contractor or payments that become due to the Contractor. OHCA will make deductions until the full amount payable by the Contractor is received by OHCA.

#### **1.23.2.7 Equitable Remedies**

The Contractor acknowledges that, if the Contractor breaches (or attempts or threatens to breach) its material obligation under the Contract, OHCA may be irreparably harmed. In such a circumstance, OHCA may proceed directly to court to pursue equitable remedies, subject any requirement of O.A.C. 260:115-9-1 and 317:10-1-3.

If a court of competent jurisdiction finds that the Contractor breached, or attempted or threatened to breach any such obligations, the Contractor agrees that without any additional findings of irreparable injury or other conditions to injunctive relief, it will not oppose the entry of an appropriate order compelling performance by the Contractor and restraining it from any further breaches or attempted or threatened breaches.

#### **1.23.2.8 Suspension of Contract**

OHCA may suspend or hold in abeyance performance of all or any part of the Contract if:

- a. OHCA determines that the Contractor has committed a material breach of the Contract;
- b. OHCA has reason to believe that the Contractor has committed, assisted in the commission of Fraud, Waste, or Abuse, malfeasance, misfeasance, or nonfeasance by any party concerning the Contract;

- c. OHCA determines that the Contractor knew, or should have known, of Fraud, Waste, or Abuse, malfeasance, or nonfeasance by any party concerning the Contract, and the Contractor failed to take appropriate action; or
- d. OHCA determines that suspension of the Contract in whole or in part is in the best interests of the State of Oklahoma or OHCA.

OHCA will notify the Contractor in writing of its intention to suspend the Contract in whole or in part. Such a notice will:

- a. Be delivered in writing to the Contractor;
- b. Include a concise description of the facts or matter leading to OHCA's decision; and
- c. Unless OHCA is suspending the Contract for convenience, request a CAP from the Contractor or describe actions that the Contractor may take to avoid the contemplated suspension of the Contract.

#### **1.23.2.9 Denial of Payment for New SoonerSelect Dental Enrollees**

The CMS may deny payment to OHCA for new SoonerSelect Dental Enrollees if its determination is not contested timely by the Contractor. OHCA will define in writing to the Contractor the conditions for lifting the payment denials.

### **1.24 Termination**

#### **1.24.1 Early Termination**

The Contract may be terminated prior to its scheduled expiration date only for the reasons specified in this section.

Upon termination of this Contract, for any reason, the Contractor shall return to OHCA all items belonging to OHCA. This may include, but is not limited to, computers, equipment, badges, and electronic documents or files.

In the event of the termination of this Contract during the Contract duration, SoonerSelect Dental Enrollees impacted by the termination will be enrolled with a remaining Contractor with demonstrated performance and capability. If no remaining Contractor can assume management for such members, OHCA may assist SoonerCare Dental Enrollees in selecting another Contractor by application.

#### **1.24.2 Termination for Mutual Consent**

OHCA and the Contractor may terminate the Contract by mutual written agreement.

#### **1.24.3 Termination for Convenience**

OHCA may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in OHCA's best interest. In the event of a termination for convenience, Contractor will be

provided at least sixty (60) Days written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.

Upon receipt of notice of such termination, Contractor shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Contractor in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Contractor of liability for claims arising under the Contract.

#### **1.24.4 Termination for Default**

OHCA may terminate the Contract, in whole or in part, if at any time the Contractor fails to carry out or otherwise comply with any of the terms of the Contract. In addition to and in no way limiting any and all remedies available to it, OHCA may, at its election, assign SoonerSelect Dental Enrollees to another SoonerSelect Dental Contractor or provide benefits through other State Plan authority if the Contractor has breached this Contract and is unable or unwilling to cure such breach within the period of time as specified in writing by OHCA as provided below.

The Contractor shall also be in default, and the provisions in this section shall apply, if Contractor terminates early without the mutual consent of OHCA.

Upon determination by OHCA that the Contractor has failed to satisfactorily perform its contracted duties and responsibilities, the Contractor shall be notified in writing of the failure and of the time period which has been established by OHCA to cure such failure. If the Contractor is unable or unwilling to cure the failure within the specified time period, in accordance with 42 C.F.R. § 438.710, OHCA will provide the Contractor with written notice of its intent to terminate, the reason for termination and the time and place of a pre-termination hearing. After the hearing, OHCA shall provide the Contractor with written notice of the decision affirming or reversing the proposed termination of the Contract and, for an affirming decision, the effective date of termination. For an affirming decision, OHCA shall give SoonerSelect Dental Enrollees of the Contractor notice of termination and information, consistent with 42 C.F.R. § 438.10, on their options for receiving Medicaid services following the effective date of termination.

In the event of termination for default, in full or in part as provided under this clause, OHCA may procure, upon such terms and in such manner as is deemed appropriate by OHCA, supplies or services similar to those terminated and the Contractor shall be liable for any costs associated for such similar supplies or services and all other damages allowed by law. In addition, the Contractor shall be liable to OHCA for administrative costs incurred to procure such similar supplies or services as are needed to continue operations and for administrative costs incurred to transition SoonerSelect Dental Enrollees from the Contractor.



In the event of a termination for default, the Contractor shall be paid for any outstanding Capitation Payments due less any assessed damages. If damages exceed Capitation Payments due, collection will be made from the Contractor's performance bond, cash deposit, letter of credit or substitute security, as described in Section 1.2.20.10: "Performance Bond or Substitutes" of this Contract.

The rights and remedies of OHCA provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

#### **1.24.5 Termination for Unavailability of Funds**

In the event funding from Federal, State, or other sources is not sufficiently appropriated, or is withdrawn, reduced, or limited in any way after the effective date of the Contract, OHCA may terminate this Contract immediately, effective on the close of business on the day specified. OHCA shall be the final authority as to the availability of funds.

#### **1.24.6 Termination for Lack of Authority**

In the event that any necessary Federal or State approval or authority to operate the SoonerSelect Dental program is not granted, or the Oklahoma Legislature prohibits OHCA from contracting with an SoonerCare Dental Contractor for the provision of health care for Eligibles or SoonerSelect Dental Enrollees, OHCA may terminate this Contract immediately, effective on the close of business on the day specified.

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 Contractor shall return the payment for that work 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.

#### **1.24.7 Termination for Financial Instability**

In the event that OHCA deems, in its sole discretion, that the Contractor is financially unstable to the point of threatening the ability of OHCA to obtain the services provided for under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors or suffers or permits the appointment of a receiver for its business or its assets, then OHCA may, at its option, immediately terminate this Contract effective on the close of business on the date specified.

In the event OHCA elects to terminate the Contract under this provision, the Contractor shall be notified in writing specifying the date of termination. In the event of the filing of a petition in bankruptcy by or

against a principal Subcontractor, the Contractor shall immediately so advise OHCA. The Contractor shall ensure that all tasks related to the subcontract are performed in accordance with the terms of the Contract.

### **1.24.8 Termination for Debarment**

In accordance with 42 C.F.R. § 438.610, the Contractor may not knowingly have an individual or Affiliate, as defined in the Federal Acquisition Regulation at 48 C.F.R. § 2.101, who has been debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. The prohibited relationships include:

- a. A director, officer or partner of the Contractor who is (or is affiliated, as defined in the Federal Acquisition Regulation, with a person/entity that is) debarred, suspended, or excluded from participation in federal health care programs;
- b. A Subcontractor of the Contractor who is (or is affiliated, as defined in the Federal Acquisition Regulation, with a person/entity that is) debarred, suspended, or excluded from participation in federal health care programs;
- c. A person with beneficial ownership of five percent (5%) or more of the Contractor's equity who is (or is affiliated, as defined in the Federal Acquisition Regulation, with a person/entity that is) debarred, suspended, or excluded from participation in federal health care programs;
- d. A Participating Provider or persons with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under its Contract with the State who is (or is affiliated, as defined in the Federal Acquisition Regulation, with a person/entity that is) debarred, suspended, or excluded from participation in federal health care programs;
- e. An individual or entity that is excluded from participation in any Federal health care program under Section 1128 or 1128A of The Act;
- f. Any individual or entity excluded for cause from participation in any state Medicaid program or the Medicare program; or
- g. Any individual or entity listed on the State or Federal Excluded Provider Lists.

The Contractor shall not have a relationship with an individual that is excluded from participation in any Federal health care program under Section 1128 or 1128A of The Act.

OHCA must notify CMS of any prohibited relationship and terminate a Contract with an entity that is found to be out of compliance with 42 C.F.R. § 438.610 if directed by the CMS, and OHCA cannot renew or otherwise extend the existing Contract for such an organization unless the CMS determines that compelling reasons exist for doing so.

### **1.24.9 Transition Period Obligations**

A Transition Period shall begin upon any of the following triggering events:

- a. Notice issued by OHCA of intent to terminate the Contract;
- b. Notice issued by the Contractor or OHCA of intent not to extend the Contract for a subsequent extension period; or
- c. If the Contract has no remaining extension periods, one hundred eighty (180) Days before the Contract termination date.

The Contractor shall remain financially responsible for and continue to serve or arrange for the provision of services to SoonerSelect Dental Enrollees for up to forty-five (45) Calendar Days from the Contract termination or expiration date or until the SoonerSelect Dental Enrollees can be transferred, whichever is longer. The Transition Period ends upon the transition of SoonerSelect Dental Enrollees to another SoonerSelect Dental Contractor or OHCA-designated service delivery system. Upon completion of the Transition Period, the Contractor shall comply with all obligations outlined in Section 1.24.10: "Post-Transition Contract Obligations" of this Contract.

The Contractor shall submit a written Transition Plan to OHCA for approval. The Transition Plan shall document the Contractor's plan to ensure the orderly transition of SoonerSelect Dental Enrollees and to meet all Transition Period and Post-Transition obligations. The Contractor shall revise the Transition Plan at the request of OHCA. The Contractor shall execute, adhere to, and provide the services set forth in the OHCA-approved Transition Plan. All changes to the Transition Plan are subject to OHCA approval.

The Contractor shall cooperate in good faith with OHCA and its employees, Agents and independent contractors and comply with all duties and/or obligations under the Contract. During the Transition Period, the Contractor shall:

- a. Appoint a liaison to serve as the single point of contact for all Transition Period activities;
- b. Maintain sufficient staffing levels to meet all Contract obligations;
- c. Transfer all applicable clinical information on file, including but not limited to approved and outstanding Prior Authorization requests and a list of SoonerSelect Dental Enrollees to OHCA and/or the successor SoonerSelect Dental Contractor in the timeframe and manner required by OHCA;
- d. Coordinate the continuation of care for SoonerSelect Dental Enrollees who are undergoing treatment for an acute condition;
- e. Notify all SoonerSelect Dental Enrollees and Participating Providers about the Contract termination or expiration and the process by which SoonerSelect Dental Enrollees will continue to receive medical care. The notice shall be sent according to a timeline established by OHCA. The Contractor shall be responsible for all expenses associated with SoonerSelect Dental Enrollee and Participating Provider notification. These notices are subject to OHCA approval; and

- f. Take whatever other actions are necessary to ensure the efficient and orderly transition of SoonerSelect Dental Enrollees from coverage under this Contract to coverage under any new arrangement developed by OHCA.

### **1.24.10 Post-Transition Contract Obligations**

Termination or expiration of the Contract does not discharge the obligations of the Contractor with respect to services or items furnished prior to Contract termination or expiration. The Contractor shall work in good faith with OHCA to carry out all Post-Transition obligations. Upon any termination or expiration of the Contract, the Contractor shall:

- a. Appoint a liaison to serve as the single point of contact for all Post-Transition activities;
- b. Provide OHCA, or its designee, all records related to the Contractor's activities undertaken pursuant to the Contract, in the format and within the timeframes set forth by OHCA. Such records shall be provided at no expense to OHCA or its designee;
- c. Participate in the External Quality Review, as required in accordance with 42 C.F.R. Part 438, Subpart E, for the final year of the Contract;
- d. Submit all performance data and reports with a due date following the termination or expiration of the Contract which cover a reporting period prior to termination or expiration. This includes, at minimum, CAHPS® and HEDIS® data;
- e. Remain responsible for resolving Grievance and Appeal related to dates of service prior to the Contract termination or expiration;
- f. Remain responsible for State Fair Hearings related to dates of service prior to the Contract termination or expiration. This includes providing records and representation at State Fair Hearings. In the event the State Fair Hearing officer reverses the Contractor's decision to deny authorization of services and the SoonerSelect Dental Enrollee received the disputed services while the State Fair Hearing was pending, the Contractor must pay for those services;
- g. Remain financially responsible for all claims with dates of services through the day of Contract termination or expiration. The Contractor shall maintain claims processing functions as necessary for a minimum of twelve (12) months in order to adjudicate all claims for services delivered prior to the Contract termination or expiration;
- h. Submit Encounter Data for all claims incurred prior to the Contract termination or expiration; and
- i. Comply with the requirements of Section 1.2.16.3: "Obligations of the Contractor" of this Contract with respect to PHI received from OHCA, or created, maintained, or received by the Contractor on behalf of OHCA.

OHCA retains authority to withhold the Contractor's Capitation Payments until the Contractor has received OHCA approval of its Transition Plan and completed the activities set forth in its Transition Plan, and any other OHCA required activities, to the satisfaction of OHCA. OHCA retains sole authority

for determining whether the Contractor has satisfactorily completed the Contractor's transition responsibilities.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date of execution by the State Contracts Officer, below.

CONTRACTOR

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

OKLAHOMA HEALTH CARE AUTHORITY

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form and Legal Sufficiency:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

## **Appendix 1A: Acronyms**

**AA** – Adoption Assistance

**AAAHC** – Accreditation Association for Ambulatory Health Care

**ABD** – Aged, Blind, and Disabled

**ABP** – Alternative Benefit Plan

**ACA** – Affordable Care Act

**ADA** – American Dental Association

**ADL** – Activities of Daily Living

**AHRQ** – Agency for Health Care Research and Quality

**AI/AN** – American Indian/Alaska Native

**ALJ** – Administrative Law Judge

**ANSI** – American National Standards Institute

**API** – Application Programming Interface

**APM** – Alternative Payment Model

**ARC-AMPE** – Acceptable Risk Controls for ACA, Medicaid, and Partner Entities

**ASC** – Accredited Standards Committee

**ASL** – American Sign Language

**AUP** – Agreed Upon Procedures

**BCDR** – Business Continuity/Disaster Recovery Plan

**BCP** – Business Continuity Plan

**BIN** – Bank Identification Number

**CAHPS®** – Consumer Assessment of Healthcare Providers and Systems Survey

**CAP** – Corrective Action Plan

**CDT** – Current Dental Terminology (Dental Procedures Codes)

**CCC** – Children with Chronic Conditions

**CE** – Contracted Entity

**CEO** – Chief Executive Officer

**CFO** – Chief Financial Officer

**CHIP** – Children’s Health Insurance Program

**CIB** – Center for Medicaid and CHIP Services Informational Bulletin

**CLIA** – Clinical Laboratory Improvement Amendments

**CMCS** – Center for Medicaid and CHIP Services

**CMO** – Chief Medical Officer

**CMS** – Centers for Medicare and Medicaid Services

**COO** – Chief Operating Officer

**COOP** – Continuity of Operations Plan

**COTS** – Commercial Off the Shelf

**CPD** – Central Purchasing Division

**CPT** – Current Procedural Terminology

**CSF** – Common Security Framework

**CVO** – Credential Verification Organization

**C.F.R.** – Code of Federal Regulations

**DBM** – Dental Benefit Manager

**DDoS** – Distributed Denial of Service

**DPP** – Directed Payment Program

**DRG** – Diagnosis-Related Group

**DRP** – Disaster Recovery Plan

**DSH** – Disproportionate Share Hospital

**DUR** – Drug Utilization Review

**DVT** – Deep Vein Thrombosis



**EDI** – Electronic Data Interchange

**EFT** – Electronic Funds Transfer

**EIN** – Employer Identification Number

**EITA** – Electronic Information Technology Accessibility

**eMPI** – Enterprise Master Person Index Analysis

**EOB** – Explanation of Benefits

**ePHI** – Electronic PHI

**EPSDT** – Early and Periodic Screening, Diagnosis and Treatment

**ESI** – Employee Sponsored Insurance

**EQR** – External Quality Review

**EQRO** – External Quality Review Organization

**ER** – Emergency Room

**FAR** - Federal Acquisition Regulation

**FCC** – Foster Care Child(ren)

**FDA** – Food and Drug Administration

**FEIN** – Federal Employer Identification Number

**FFCC** – Former Foster Care Child(ren)

**FFP** – Federal Financial Participation

**FFRCRA** – Families First Coronavirus Response Act

**FFS** – Fee-for-Service

**FIPS** – Federal Information Processing Standards

**FISMA** – Federal Information Security Management Act

**FPL** – Federal Poverty Level

**FTE** – Full-Time Equivalent

**FQHC** – Federally Qualified Health Center

**HAN** – Health Access Network

**HCPCS** – Health Care Common Procedure Coding System

**HCPLAN** - Health Care Payment Learning & Action Network

**HEDIS**<sup>®</sup> – Healthcare Effectiveness Data and Information Set

**HHS** – The United States Department of Health and Human Services

**HIE** – Health Information Exchange

**HIPAA** – Health Insurance Portability and Accountability Act

**HIT** – Health Information Technology

**HITECH** – Health Information Technology for Economic and Clinical Health Act of 2009

**HLD** – Handicapping Labio-Lingual Deviations Index

**HMO** – Health Maintenance Organization

**HMP** – Health Management Program

**HSPD** – Homeland Security Presidential Directive

**ICF-IID** – Intermediate Care Facilities for Individuals with Intellectual Disabilities

**ID** – Identification

**IHCP** – Indian Health Care Provider

**IHP** – Indian Health Program

**IHS** – Indian Health Service

**IMCE** – Indian Managed Care Entity

**IS** – Information System

**IT** – Information Technology

**I/T/Us** – ~~Indian Health Service (IHS) or by an~~ Indian Tribe, Tribal Organization, or Urban Indian Organization or IHS, Tribal Program, and Urban Health Clinics as described at OAC 317:30-5-1086

**LOC** – Level of Care

**LOPO** – Local Oklahoma Provider Organization

**LEP** – Limited English Proficiency

**MAC** – Medical Advisory Committee

**MAGI** – Modified Adjusted Gross Income

**MARS-E** – Minimum Acceptable Risk Safeguards for Exchanges

**MCO** – Managed Care Organization

**MFA** – Multi-Factor Authentication

**MFCU** – Medicaid Fraud Control Unit

**MIS** – Management Information System

**MLR** – Medical Loss Ratio

**MMIS** – Medicaid Management Information System

**MOE** – Maintenance of Effort

**MPI** – Master Patient Index

**NCCI** – National Correct Coding Initiative

~~**NCPDP** – National Council for Prescription Drug Programs~~

**NCQA** – National Committee for Quality Assurance

**NDC** – National Drug Code

**NIST** – National Institute of Standards and Technology

**NPDB** – National Practitioner Data Bank

**NPI** – National Provider Identifier

**NQTL** – Non-Quantitative Treatment Limit

**NR** – Not Reported

**NRT** – Nicotine Replacement Therapy

**O.A.C.** – Oklahoma Administrative Code

**OBRA** – Omnibus Budget Reconciliation Act

**ODMHSAS** – Oklahoma Department of Mental Health and Substance Abuse Services

**ODOC** – Oklahoma Department of Corrections

**OEV-CH** – Oral Evaluation, Dental Services

**OHCA** – Oklahoma Health Care Authority

**OHS** – Oklahoma Human Services

**OID** – Oklahoma Insurance Department

**OIG** – Office of Inspector General

**OJA** – Office of Juvenile Affairs

**OMES** – Office of Management and Enterprise Services

**ONC** – Office of the National Coordinator for Health Information Technology

**O.S.** – Oklahoma Statute

**OSDE** – Oklahoma State Department of Education

**OSDH** – Oklahoma State Department of Health

**OSIIS** – Oklahoma State Immunization Information System

**OTH** – Oklahoma Tobacco Helpline

**PA** – Prior Authorization

**PAHP** – Prepaid Ambulatory Health Plan

**PAD** – Physician Administered Drugs

**PBN** – Processor Control Number

**PCCM** – Primary Care Case Management

**PCD** – Primary Care Dentist

**PDF** – Portable Document Format

**PE** – Pulmonary Embolism

**PHE** – Public Health Emergency

**PHI** – Protected Health Information

**PIHP** – Prepaid Inpatient Health Plan

**PII** – Personally Identifiable Information

**PIPs** – Performance Improvement Projects

**PLE** – Provider-Led Entity

**PPACA** – Patient Protection and Affordable Care Act

**PPS** – Prospective Payment System

**QAPI** – Quality Assurance and Performance Improvement

**QDW** – Qualified Disabled Workers

**QHP** – Qualified Health Plan

**QI** – Qualified Individuals

**QIC** – Quality Improvement Committee

**QMB** – Quality Medicare Beneficiaries

**QM/QI** – Quality Management/Quality Improvement

**QTL** - Quantitative

**RFP** – Request for Proposal

**RHC** – Rural Health Clinic

**SA&I** – State Auditor and Inspector

**SDE-HIE** – State’s Designated Entity for Health Information Exchange

**SDOH** – Social Determinants of Health

**SDLC** - System Development Lifecycle

**SEC** – Securities and Exchange Commission

**SFTP** – Secure File Transfer Protocol

**SFM-CH** – Sealant Receipt on Permanent First Molars

**SFY** – State Fiscal Year

**SLMB** – Specified Low-Income Medicare Beneficiaries

**SNAP** – Supplemental Nutrition Assistance Program

**SP** – Special Publication

**TANF** – Temporary Assistance for Needy Families

**TFL-CH** – Topical Fluoride for Children

**TIN** – Tax Identification Number

**T-MSIS** – Transformed Medicaid Statistical Information System

**TOC** – Transition of Care

**TPL** – Third-Party Liability

**TSET** – Tobacco Settlement Endowment Trust

**TTY** – Teletypewriter

**TDD** – Telecommunications Device for the Deaf

**UM** – Utilization Management

**URAC** – Utilization Review Accreditation Commission

**URL** – Uniform Resource Locator

**US/U.S.** – United States

**U.S.C** – United States Code

**WCAG** – Web Content Accessibility Guidelines

**XML** – Extensible Markup Language

## Appendix 1B: Definitions

### 1. Interpretation of Definitions

Listed below are the definitions used in this Contract. These terms shall be construed and/or interpreted as follows, unless this Contract otherwise expressly requires a different construction and/or interpretation.

Terms used in this Contract that are not otherwise explicitly defined shall be understood to have the definition laid out in applicable State and federal rules and regulations, including but not limited to 42 C.F.R. Chapter IV and 45 C.F.R. Parts 160 and 164.

The following terms shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) rules: Breach, Business Associate, Covered Entity, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information (PHI), Required by Law, Secretary, Security Incident, Subcontractor and Use.

Unsecured Protected Health Information shall have the same meaning as in the Health Information Technology for Economic and Clinical Health (HITECH) Act.

### 2. Oklahoma SoonerSelect Dental Contract Definitions

1. **§ 1915(c) Waiver** – Allows states to offer home and community-based services to limited groups of Eligibles as an alternative to institutional care. OHCA has administrative authority over six (6) § 1915(c) Waivers: ADvantage, Medically Fragile, Community Waiver, Homeward Bound Waiver, In-Home Supports for Adults Waiver, and In-Home Supports for Children Waiver.
2. **Abuse** – As defined at 42 C.F.R. § 455.2, Provider practices that are inconsistent with sound fiscal, business, or medical practices, and result in an unnecessary cost to the Medicaid program, or in reimbursement for services that are not Medically Necessary or that fail to meet professionally recognized standards for health care. It also includes Eligible and SoonerSelect Dental Enrollee practices that result in unnecessary cost to the Medicaid program.
3. **Accrediting Entity** – An entity recognized by CMS under 45 C.F.R. § 156.275. Current CMS-recognized Accrediting Entities include AAAHC, NCQA and Utilization Review Accreditation Commission. To the extent CMS recognizes additional Accrediting Entities, OHCA will also permit the Contractor to achieve accreditation from such entity to meet the requirements of Section 1.4.2: “Accreditation” of the Contract.
4. **Act/The Act** – Refers to the Social Security Act.
5. **Administrative Remedy** – An action taken by OHCA in response to the Contractor’s failure to comply with a Contract requirement or performance standard. Remedies include but are not limited to: Liquidated damages, Capitation Payment suspension; auto-assignment suspension; Contract termination; and remedies under Section 1.23.2.4: “Administrative Remedies” of the Contract.

6. **Adverse Benefit Determination** – Pursuant to 42 C.F.R. § 438.400(b), means:
- a. The denial or limited authorization of a requested service, including determinations based on the type or level of service, requirements for Medical Necessity, appropriateness, health care setting, or effectiveness of a covered benefit;
  - b. The reduction, suspension, or termination of a previously authorized service;
  - c. The denial, in whole or in part, of payment for a service;
  - d. The failure to provide services in a timely manner, as defined by OHCA;
  - e. The failure of the Contractor to act within the timeframes provided in 42 C.F.R. § 438.408(b)(1) and (b)(2) regarding the standard resolution of Enrollee Grievance and Appeal;
  - f. For a resident of a Rural Area with only one (1) SoonerSelect Dental Contractor, the denial of a SoonerSelect Dental Program Eligible’s request to exercise their right, under 42 C.F.R. § 438.52(b)(2)(ii), to obtain services outside the network; or
  - g. The denial of a SoonerSelect Dental Enrollee’s request to dispute a financial liability, including Cost Sharing, Co-payments, Premiums, deductibles, coinsurance, and other SoonerSelect Dental Enrollee financial liabilities.
7. **Adverse Determination** – A determination by the Contractor or its designee that an admission, availability of care, continued stay or other health care service that is a covered benefit has been reviewed and, based upon the information provided, does not meet the Contractor’s requirements for Medical Necessity, appropriateness, health care setting, level of care, or effectiveness, and the requested service or payment for the service is therefore denied, reduced, or terminated in accordance with 36 O.S. § 6475.3.
8. **Adverse Resolution** – The final [adverse] decision notice of the CE after an Appeal (at the CE level); this notice triggers the ability for an Enrollee to file a request for a State Fair Hearing (appeal at the state level) and file for continuation of benefits within 30 Days of receipt of the “Adverse Resolution” notice.
9. **Affiliate** – Associated business concerns or individuals if, directly or indirectly: (1) either one controls or can control the other; or (2) a third-party controls or can control both.
10. **Agent** – Any person or entity who has been delegated the authority to obligate or act on behalf of another.
11. **Alternative Benefit Plan** – The benefit package delivered to Expansion Adults which is developed by OHCA and approved by the CMS in accordance with the requirements of Subpart C of 42 C.F.R. Part 440.
12. **American Indian/Alaska Native** – Pursuant to 42 C.F.R. § 438.14, any individual defined at 25 U.S.C. § 1603(13), 1603(28) or 1679(a) or who has been determined eligible as an Indian, under 42 C.F.R. § 136.12. This means the individual:
- a. Is a member of a federally recognized Indian Tribe;
  - b. Resides in an urban center and meets one (1) or more of the four (4) criteria;
    - i. Is a member of a tribe, band, or other organized group of Indians, including those tribes, bands or groups terminated since 1940 and those recognized now or in the future by



the State in which they reside or who is a descendant, in the first or second degree of any such member;

- ii. Is an Eskimo or Aleut or other Alaska Native;
  - iii. Is considered by the Secretary of the Interior to be an Indian for any purpose; or
  - iv. Is determined to be an Indian under regulations issued by the Secretary of HHS;
- c. Is considered by the Secretary of the Interior to be an Indian for any purpose; or
- d. Is considered by the Secretary of Health and Human Services to be an Indian for purposes of eligibility for Indian health care services, including as a California Indian, Eskimo, Aleut, or other Alaska Native.

13. **Appeal** – A review of an Adverse Benefit Determination by the Contractor.
14. **Applicant** – An individual who seeks SoonerCare coverage.
15. **Authorized Representative** – A competent adult who has the SoonerSelect Dental Enrollee’s signed, written authorization to act on the SoonerSelect Dental Enrollee’s behalf during the Grievance, Appeal, and State Fair Hearing process. The written authority to act shall specify any limits of the representation.
16. **Bidder** – As defined in 74 O.S. § 85.2(4), an individual or business entity that submits a Proposal in response to an invitation to bid or a request for Proposal.
17. **Bidder’s Library** – Online resource established by OHCA where procurement content is located, where Bidders may submit questions, OHCA will publicly answer questions, and where amendments will be posted. <https://oklahoma.gov/ohca/about/procurement.html>.
18. **Business Days** – Defined as Monday through Friday and is exclusive of weekends and State of Oklahoma holidays.
19. **Business Hours** – Defined as 8:30 AM – 5:30 PM Central Time, Monday through Friday and is exclusive of weekends and State of Oklahoma holidays.
20. **Calendar Days** – Defined as all seven (7) Days of the week, including State of Oklahoma holidays.
21. **Capitated Contract** – A Contract between OHCA and a Contracted Entity for the delivery of services to Medicaid members in which OHCA pays a fixed, per-member per-month rate based on actuarial calculations.
22. **Capitation Payment** - A payment OHCA will make periodically to the Contractor on behalf of each SoonerSelect Dental Enrollee enrolled under the SoonerSelect Dental program Contract and based on the actuarially sound Capitation Rate for the provision of services under the State Plan. OHCA shall make the payment regardless of whether the particular SoonerSelect Dental Enrollee receives services during the period covered by the payment.
23. **Capitation Rate** - The per-SoonerSelect Dental Enrollee, per-month amount, including any adjustments, that is paid by OHCA to the Contractor for each SoonerSelect Dental Enrollee enrolled in the SoonerSelect Dental program for the provision of services during the payment period.

24. **Case File** - An electronic record that includes SoonerSelect Dental Enrollee information regarding the management of Health Care Services including but not limited to: SoonerSelect Dental Enrollee demographics; comprehensive assessment (if applicable); Care Plan; reassessments; referrals and authorizations, and SoonerSelect Dental Enrollee case notes.
25. **Child Welfare Services** – The OHS division responsible for administering the State’s Child Welfare Services.
26. **Children** – A child under age 19 determined eligible for SoonerCare under 42 C.F.R. § 435.118 or the State’s Medicaid expansion CHIP.
27. **Choice Counseling** – The provision of information and services designed to assist Eligibles in making Enrollment decisions. It includes answering questions and identifying factors to consider when choosing among SoonerSelect Dental Contractors and PCD Providers. Choice Counseling does not include making recommendations for or against Enrollment into a specific SoonerSelect Dental Contractor.
28. **Chronic Condition or Chronic Health Condition** – A condition that is expected to last one (1) year or more and requires ongoing medical attention and/or limits Activities of Daily Living (ADL).
29. **Clean Claim** – A properly completed billing form with Current Procedural Terminology, 4th Edition or a more recent edition, the Tenth Revision of the International Classification of Diseases coding or a more recent revision, or Healthcare Common Procedure Coding System (HCPCS) coding where applicable that contains information specifically required in the Provider Billing and Procedure Manual of the Oklahoma Health Care Authority, as defined in 42 C.F.R. § 447.45(b).
30. **Clinical Practice Guidelines** – Systematically developed statements to assist practitioner and patient decisions about appropriate health care for specific clinical circumstances. The Contractor shall adopt Clinical Practice Guidelines in accordance with 42 C.F.R. § 438.236, ensuring they are based on valid and reliable clinical evidence or a consensus of Providers in the particular field; consider the needs of SoonerSelect Dental Enrollees; are adopted in consultation with Participating Providers; and are reviewed and updated periodically as appropriate.
31. **Cold-call Marketing** – Any unsolicited personal contact by the Contractor with an Eligible for the purpose of Marketing.
32. **Commercial Plan** – An organization or entity that undertakes to provide or arrange for the delivery of Health Care Services to Medicaid members on a prepaid basis and is subject to all applicable federal and State laws and regulations.
33. **Confidential Information** – Information in any medium (e.g., visual, written, electronic, numeric, verbal) that is in some capacity restricted in disclosure or distribution. This includes medical information of individuals or SoonerSelect Dental Enrollees, information given by OHCA to the Contractor that is indicated to be proprietary, non-public information exchanged between the Contractor and its Subcontractors, or others.
34. **Consumer Assessment of Healthcare Providers and Systems Survey** – A survey administered to healthcare recipients to report on and evaluate their experiences with a particular health care system.

35. **Continuity of Care Period** – The ninety (90) day period immediately following a SoonerSelect Dental Enrollee’s Enrollment with the Contractor whereby established SoonerSelect Dental Enrollee and Provider relationships, current services, and existing Prior Authorizations and Care Plans shall remain in place in accordance with the requirements of Section 1.9: “Transition of Care (TOC)” of the Contract.
36. **Contract** – As a result of receiving an award from OHCA and successfully meeting all Readiness Review requirements, the agreement between the Contractor and OHCA where the Contractor will provide Medicaid services to SoonerSelect Dental Enrollees, comprising of the Contract and any Contract addenda, appendices, attachments, or amendments thereto, and be paid by OHCA as described in the terms of the agreement.
37. **Contract Dispute** – A circumstance whereby the Contractor and OHCA are unable to arrive at a mutual interpretation of the requirements, limitations, or compensation for performance of the Contract.
38. **Contract Officer** – A designated employee of the Contractor authorized and empowered to represent the Contractor with respect to all matters within such area of authority related to the implementation of the Contract.
39. **Contract Year** – The period during which the Contract is in effect. The initial Contract Year shall be from date of award through June 30, 2024. Each subsequent Contract Year shall be based on State Fiscal Year.
40. **Contracted Entity** – An organization or entity that enters into or will enter into a Capitated Contract with OHCA for the delivery of medical, pharmacy, and Behavioral Health Services not covered in this Contract that will assume financial risk, operational accountability, and Statewide or regional functionality as defined in this act in managing comprehensive health outcomes of Medicaid members. For purposes of this Contract, the term Contracted Entity includes an accountable care organization, a PLE, a Commercial Plan, or any other entity as determined by OHCA.
41. **Contractor** – A Dental Benefit Contracted Entity Manager with which OHCA has entered into a binding agreement for the purpose of procuring services to SoonerSelect Dental Enrollees as specified in the Contract. The term “Contractor” includes all of such Contractor’s Affiliates, Agents, Subsidiaries, any Person with an Ownership or Control Interest, officers, directors, manager, employees, independent contractors, and related parties working for or on behalf of the Contractor and other parties required to be disclosed at Section 1.18.9: “Written Disclosures” of this Contract.
42. **Co-payment** – A fixed amount that a SoonerSelect Dental Enrollee pays for a covered Health Care Service when the SoonerSelect Dental Enrollee receives the service.
43. **Corrective Action Plan** – The detailed written plan that may be required by OHCA to correct or resolve a deficiency, event, or breach causing the assessment of a remedy or damage against the Contractor.
44. **Cost Sharing** – When the State requires that SoonerSelect Dental Enrollees bear some of the cost of their care through mechanisms such as Co-payments, deductibles, and other similar charges.

45. **Credibility Adjustment** – An adjustment to the MLR for a Partially Credible Contractor to account for a difference between the actual and target MLRs that may be due to random statistical variation.
46. **Critical Incident** – Any actual or alleged event or situation that creates a significant risk of substantial or serious harm to the physical or mental health, safety, or well-being of a SoonerSelect Dental Program Enrollee.
47. **Days** – Calendar Days unless otherwise specified.
48. **Deemed Newborn** – Children born to SoonerSelect Dental Program enrolled mothers and determined eligible under 42 C.F.R. § 435.117.
49. **Deliverable** – A written or recorded work product or data prepared, developed, or procured by the Dental Benefit Manager as part of the services under the Contract for the use or benefit of OHCA or the State of Oklahoma.
50. **Dental Services** - All diagnostic, preventive, restorative, or therapeutic services for oral diseases.
51. **Dental Benefit Manager (DBM)** - An entity that is responsible for all services described in this SoonerSelect Dental Contract and who handles claims payment and prior authorizations and coordinates dental care with Participating Providers and Medicaid members. Also referred to as a “Contractor.”
52. **Dental Home** - The provision of comprehensive oral health including acute care and preventive services; delivered in a continuously accessible, coordinated and family-centered way.
53. **Dental Health Professional Shortage Area** – Designation by the United States Health Resources and Services Administration that indicates health care Provider shortages in dental health.
54. **Dental Related Emergency Service** - Services provided outside of standard Business Hours to the SoonerSelect Dental Enrollee by a SoonerSelect or a SoonerSelect Children's Specialty Program Contracted Entity that are necessary for the treatment of any condition requiring immediate attention for the relief of pain, hemorrhage, acute infection, or traumatic injury to the teeth, supporting structures (periodontal membrane, gingival, alveolar bone), jaws, and tissue of the oral cavity.
55. **Dentist with Orthodontic Privileges** – As set forth in O.A.C. 317:30-5-700, a general or pediatric dental practitioner who has completed at least two hundred (200) certified hours of continuing education in the field of orthodontics practice and submit for review at least twenty-five (25) successfully completed comprehensive cases. Of these twenty-five (25) comprehensive cases, ten (10) or more must be extraction cases. An applicant for this certification must practice in an OHCA deemed under-served area.
56. **Direct Ownership Interest** – Pursuant to 42 C.F.R. § 455.101 means possession of equity in the capital, the stock, or the profits of the Disclosing Entity.
57. **Disclosing Entity** – Pursuant to 42 C.F.R. § 455.101 means a Medicaid Provider (other than an individual practitioner or group of practitioners), or a fiscal Agent.

58. **Disenrollment** – The removal of a SoonerSelect Dental Enrollee from participation in the Contractor’s Dental Benefit Manager
59. **Dual Eligible Individuals** – Individuals Eligible for both Medicaid and Medicare.
60. **Early and Periodic Screening, Diagnostic and Treatment** – Screening and diagnostic services to determine physical or mental defects in Eligibles or SoonerSelect Dental Enrollees under age 21 and health care, treatment, and other measures to correct or ameliorate any existing defects and/or Chronic Conditions discovered.
61. **Eligible** – An individual who qualifies for SoonerSelect Dental Program coverage.
62. **Emergency Medical Condition** – A medical condition, including injury, manifesting itself by acute symptoms of sufficient severity, including severe pain, that a prudent layperson who possesses an average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in placing the individual's health, or the health of an unborn child, in serious jeopardy, serious impairment to bodily functions or serious dysfunction of any bodily organs or parts.
63. **Emergency Services** - Health Care Services that are furnished by a Provider qualified to furnish such services and needed to evaluate, treat, or stabilize an Emergency Medical Condition in the emergency room, hospital, or other inpatient setting.
64. **Encounter Data** – Information relating to the receipt of any item(s) or service(s) by a SoonerSelect Dental Enrollee under the Contract that is subject to the requirements of 42 C.F.R. §§ 438.242 and 438.818.
65. **Enrollee** – A SoonerCare Eligible who has been enrolled in a SoonerSelect Dental Program CE.
66. **Enrollee Handbook** – A guidebook that explains the SoonerSelect Dental Program that the Contactor shall distribute to every Enrollee. It shall be designed to help the Enrollee understand the CE, the SoonerSelect Dental Program and the rights and responsibilities that come with membership in the program.
67. **Enrollment** – The process by which an Eligible becomes a SoonerSelect Dental Enrollee with the Contractor.
68. **Enrollment Date** – The date in which an Eligible becomes a SoonerSelect Dental Enrollee with the Contractor.
69. **Excluded Benefits or Services** – Medicaid-covered services that are not the responsibility of the Contractor as specified in Section 1.7: “Covered Benefits” of the Contract.
70. **Excluded Populations** – Populations that are excluded from participation in the SoonerSelect Dental program as specified in Section 1.5.4: “Excluded Populations” of the Contract.
71. **Expansion Adult** – Refers to an Eligible or SoonerSelect Dental Enrollee ages nineteen (19) or older and under age sixty-five (65), with income at or below one hundred thirty-eight percent (138%) Federal Poverty Level (FPL) determined eligible in accordance with 42 C.F.R. § 435.119.

72. **Explanation of Benefits** – A written statement sent by the Contractor to the SoonerSelect Dental Enrollee providing an overview of the total charges from an Enrollee visit and how much the Contractor and the SoonerSelect Dental Enrollee are required to pay for medical treatments and/or services.
73. **Exploitation** – An unjust or improper use of the resources of a vulnerable SoonerSelect Dental Enrollee for the profit or advantage, pecuniary or otherwise, of a person other than the vulnerable SoonerSelect Dental Enrollee through the use of undue influence, coercion, harassment, duress, deception, false representation, or false pretense.
74. **External Quality Review** – The analysis and evaluation by an EQRO, of aggregated information on quality, timeliness, and access to the Health Care Services that the Contractor furnishes to SoonerSelect Dental Enrollees.
75. **External Quality Review Organization** – An organization that meets the competence and independence requirements set forth in 42 C.F.R. § 438.354 and performs External Quality Review and other EQR-related activities as set forth in 42 C.F.R. § 438.358.
76. **Federally Qualified Health Center** – An organization that qualifies for reimbursement under Section 330 of the Public Health Service Act. FQHCs qualify to receive enhanced reimbursements from Medicare and Medicaid, must serve an underserved population or area, offer a sliding fee scale, provide comprehensive services, have an ongoing quality assurance program, and have a governing board of directors.
77. **Former Foster Care Children** – Individuals under age 26 determined eligible in accordance with 42 C.F.R. § 435.150 who were in Foster Care under the responsibility of the State or an Indian Tribe and enrolled in SoonerCare on the date of attaining age 18 or aging out of Foster Care.
78. **Foster Care** – Planned, goal-directed service that provides 24-Hours-a-day substitute temporary care and supportive services in a home environment for Children birth to 18 years of age in OHS custody.
79. **Fraud** – Intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or some other person. It includes any act that constitutes Fraud under applicable Federal or State law.
80. **Grievance** - A SoonerSelect Dental Enrollee expression of dissatisfaction about any matter other than an Adverse Benefit Determination. Grievances may include, but are not limited to, the quality of care or services provided, aspects of interpersonal relationships such as rudeness of a Provider or employee or failure to respect the SoonerSelect Dental Enrollee’s rights regardless of whether remedial action is requested. A Grievance includes a SoonerSelect Dental Enrollee’s right to dispute an extension of time proposed by the Contractor to make an authorization decision.
81. **Grievance and Appeal System** – The processes the Contractor implements to handle SoonerSelect Dental Enrollee Grievance and Appeal of Adverse Benefit Determinations, as well as the processes to collect and track information about them.

82. **Governing Body** – A group of individuals appointed by the Contracted Entity who approve policies, operations, profit/loss ratios, executive employment decisions, and who have overall responsibility for the operations of the Contracted Entity of which they are appointed.
83. **Health Care Services** – All Medicaid services provided by the Contractor in any setting, including but not limited to medical care, behavioral health care, and pharmacy.
84. **Healthcare Effectiveness Data and Information Set (HEDIS®)** – A tool supplied by the NCQA and used by health plans to measure performance on important dimensions of care and service. This information set contains a number of measures designed to evaluate quality of care in a standardized fashion that allows for comparison between health plans.
85. **Health Insurance** – A contract that requires a Contracted Entity or health insurer to pay some or all health care costs in exchange for a Premium.
86. **Health Risk Screening** – A screening tool developed by the Contractor, and approved by OHCA, to obtain basic health and demographic information, identify any immediate needs an Enrollee may have and assist the Contractor to assign a risk level for the Enrollee in order to determine the level of Care Management needed.
87. **HIPAA Rules** – HIPAA Rules shall mean the Health Insurance Portability and Accountability Act of 1996, the Privacy, Security, Breach, Notification and Enforcement Rules at 45 C.F.R. Parts 160 and 164 and related regulations, including the Administrative Simplification rules at 42 U.S.C. §§ 1320d, *et seq.*, and the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”) and its associated rules, including but not limited to those at 45 C.F.R. Parts 160 and 164, and all related amendments thereto.
88. **Hospitalization** – Care in a hospital that requires admission as an inpatient and usually requires an overnight stay.
89. **Hour** – Shall refer to clock Hours unless otherwise noted.
90. **Implementation Date** - Effective date the Contractor and OHCA launch the Oklahoma SoonerSelect Dental program and begin offering benefits to SoonerSelect Dental Enrollees.
91. **Indian Health Care Provider** – A health care program operated by the Indian Health Service (IHS) or by an Indian Tribe, Tribal Organization, or Urban Indian Organization (otherwise known as an I/T/U) as those terms are defined in section 4 of the Indian Health Care Improvement Act (25 U.S.C. 1603).
92. **Indian Health Programs** – As defined in 25 U.S.C. § 1603(12): (a) any health program administered directly by the Indian Health Service (IHS); (b) any Tribal health program; and (c) any Indian Tribe or Tribal organization to which the Secretary provides funding pursuant to 25 U.S.C. § 47.
93. **Indian Managed Care Entity** – An MCO, PIHP, PAHP, Primary Care Case Management (PCCM), or PCCM entity that is controlled (within the meaning of the last sentence of section 1903(m)(1)(C) of The Act) by the Indian Health Service, an Indian Tribe, Tribal Organization or Urban Indian

Organization (each as defined in 25 U.S.C. § 1603), which may be composed of one (1) or more I/T/Us and which also may include the Indian Health Service.

94. **Indian Tribe** – As defined in 25 U.S.C. § 1603.
95. **Indirect Ownership Interest** – Pursuant to 42 C.F.R. § 455.101 means an ownership interest in an entity that has an ownership Interest in the Disclosing Entity.
96. **Initial Program Implementation** – The ninety (90) day period following OHCA initially enrolling all Eligibles who meet criteria for the SoonerSelect Dental program in a Contractor.
97. **Juvenile Justice Involved** – All persons in OJA custody or under its supervision for whom OJA is required to provide services by law or court order.
98. **Key Staff** – All staff listed in Section 1.4.6.2: “Key Staff” of this Contract.
99. **Limited English Proficiency** – Eligibles and SoonerSelect Dental Enrollees who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English may be Limited English Proficient (LEP) and may be eligible to receive language assistance for a particular type of service, benefit, or encounter.
100. **Local Oklahoma Provider Organization** – Any State Provider association, accountable care organization, Certified Community Behavioral Health Clinic, Federally Qualified Health Center, Native American tribe or Tribal association, hospital or health system, academic medical institution, currently practicing licensed Provider, or other LOPO as approved by the Authority in accordance with 56 O.S. § 4002.2.
101. **Major Subcontractor** – A Major Subcontractor is defined as:
  - a. Major administrative Subcontractors are entities anticipated to be paid \$2,000,000 or more for SoonerSelect Dental Enrollee- or Provider-facing administrative activities, including but not limited to operation of call centers, claims processing, and SoonerSelect Dental Enrollee/Provider education; or
  - b. Major health service Subcontractors are entities not including Participating Providers, that have an executed agreement to deliver or arrange for the delivery of any physical health, behavioral health, or pharmacy benefit covered under the Contract in accordance with Section 1.7: “Covered Benefits” of the Contract.
102. **Managed Care Organization** – A health plan that has a Contract to participate in the SoonerSelect Program and to deliver benefits and services to health plan Enrollees.
103. **Managing Employee** – Pursuant to 42 C.F.R. § 455.101 means a general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization, or agency.
104. **Marketing** – Any communication from the Contractor to an Eligible that can reasonably be interpreted as intended to influence the Eligible to enroll in the Contractor’s SoonerSelect Dental product, or either to not enroll in, or to disenroll from, another SoonerSelect Dental Contractor’s



product. Marketing does not include communication to an Eligible from the issuer of a QHP about the QHP.

**105. Marketing Materials** – Materials that are produced in any medium by or on behalf of the Contractor (including its employees, Participating Providers, Agents, or Subcontractors) and can reasonably be interpreted as intended to market the Contractor to Eligibles.

**106. Medical Management Program** – Consists of a series of activities undertaken by Providers and the Contractor to maintain and improve quality and Medically Necessary (or similar) service levels and respond to accreditation and regulatory requirements.

**107. Medically Necessary or Medical Necessity** – A standard for evaluating the appropriateness of services. Medical Necessity, as established under O.A.C. 317:30-3-1, is established through consideration of the following standards:

- a. Services must be medical in nature and must be consistent with accepted health care practice standards and guidelines for the prevention, diagnosis, or treatment of symptoms of illness, disease, or disability;
- b. Documentation submitted in order to request services or substantiate previously provided services must demonstrate through adequate objective medical records, evidence sufficient to justify the SoonerSelect Dental Enrollee's need for the service;
- c. Treatment of the SoonerSelect Dental Enrollee's condition, disease or injury must be based on reasonable and predictable health outcomes;
- d. Services must be necessary to alleviate a medical condition and must be required for reasons other than convenience for the SoonerSelect Dental Enrollee, family, or medical Provider;
- e. Services must be delivered in the most cost-effective manner and most appropriate setting; and
- f. Services must be appropriate for the SoonerSelect Dental Enrollee's age and health status and developed for the SoonerSelect Dental Enrollee to achieve, maintain, or promote functional capacity or age-appropriate growth and development

Also aligning with federal standards, "Medically Necessary services" are no more restrictive than the State Medicaid program including Quantitative and Non-Quantitative Treatment Limits (NQTL), as indicated in State statutes and regulations, the State Plan, and other State policies and procedures. The Contractor shall cover Medically Necessary services related to the ability for a SoonerSelect Dental Enrollee to attain, maintain, or regain functional capacity.

**108. Medically Necessary Dental Services** - Those services deemed necessary to prevent and eliminate orofacial disease, infection, and pain, restore the form and function of the dentition and to correct facial disfiguration and dysfunction.

**109. Medicare Savings Program** – Provides assistance to Eligibles in paying Medicare Premium and Cost Sharing.

**110. MLR Reporting Year** – A period of twelve (12) months consistent with the Rating Period.

**111. National Practitioner Data Bank** – The National Practitioner Data Bank is a web-based repository of reports containing information on medical malpractice payments and certain adverse actions

related to health care practitioners, Providers, and suppliers. Established by Congress in 1986, it is a workforce tool that prevents practitioners from moving state to state without disclosure or discovery of previous damaging performance.

112. **National Provider Identifier** – A unique identification number for covered health care Providers. Covered health care Providers and all health plans and health care clearinghouses must use an NPI in the administrative and financial transactions adopted under HIPAA. The NPI is a 10-position, intelligence-free numeric identifier (10-digit number). This means that the numbers do not carry other information about healthcare Providers, such as the state in which they live or their medical specialty. The NPI must be used in lieu of legacy Provider identifiers in the HIPAA standards transactions.
113. **Network** – A group of Participating Providers linked through Provider agreements or Contracts with the Contractor to supply a range of dental services. Also referred to as a Provider Network.
114. **No Credibility or Non-Credible** – A standard for which the experience of the Contractor is determined to be insufficient for the calculation of an MLR. A Contractor that is assigned No Credibility (or is Non-Credible) will not be measured against any MLR requirements.
115. **Non-Claims Costs** – Those expenses for administrative services that are not: Incurred claims (as defined in 42 C.F.R. § 438.8(e)(2)); expenditures on activities that improve health care quality (as defined in 42 C.F.R. § 438.8(e)(3)); licensing and regulatory fees, or federal and State taxes (as defined in 42 C.F.R. § 438.8 (f)(2)).
116. **Non-Participating Provider** – A physician or other Provider who has not contracted with or is not employed by the Contractor to deliver services under the SoonerSelect Dental program.
117. **Non-Urgent Sick Visit** – Medical care given for an acute onset of symptoms which is not emergent or urgent in nature. Examples of Non-Urgent Sick Visits include cold symptoms, sore throat, and nasal congestion. Requires face-to-face medical attention within seventy-two (72) Hours of SoonerSelect Dental Enrollee notification of a non-urgent condition, as clinically indicated.
118. **Office of Juvenile Affairs** – The OJA provides, with its community partners, prevention, educational and treatment services, as well as secure facilities for juveniles in order to promote public safety and reduce juvenile delinquency.
119. **Oklahoma Department of Corrections** – The mission of the ODOC is to protect the public, promote a safe working environment for staff, and encourage positive change in offender behavior by providing rehabilitation programs to enable successful reentry.
120. **Oklahoma Human Services** – Oklahoma Human Services is the largest State agency in Oklahoma. OHS provides a wide range of assistance programs to help Oklahomans in need including: food benefits (SNAP); temporary cash assistance (TANF); services for persons with developmental disabilities and persons who are aging; Adult Protective Services; child welfare programs; child support services and childcare assistance, licensing, and monitoring. OHS also handles applications and eligibility for SoonerCare’s ABD population, and long-term care.

121. **Oklahoma Department of Mental Health and Substance Abuse Services** – The ODMHSAS is responsible for providing services to Oklahomans who are affected by mental illness and substance abuse. The mission of the ODMHSAS is to promote healthy communities and provide the highest quality care to enhance the well-being of all Oklahomans.
122. **Oklahoma Health Care Authority** – The single State Agency for Medicaid in Oklahoma and the Agency with direct oversight of the SoonerSelect Dental program.
123. **Oklahoma State Department of Education** – The OSDE is the State education agency of the State of Oklahoma charged with determining the policies and directing the administration and supervision of the public school system of Oklahoma.
124. **Oklahoma State Department of Health** – The OSDH, through its system of local health services delivery, is ultimately responsible for protecting and improving the public's health status through strategies that focus on preventing disease. Three (3) major service branches, Community & Family Health Services, Prevention & Preparedness Services and Protective Health Services, provide technical support and guidance to sixty-eight county health departments as well as guidance and consultation to the two (2) independent city-county health departments in Oklahoma City and Tulsa.
125. **Open Enrollment Period** - The annual period, as defined by OHCA, when SoonerSelect Dental Enrollees and Eligibles can enroll in a Contractor for the SoonerSelect Dental program.
126. **Other Disclosing Entity** – Pursuant to 42 C.F.R. § 455.101 means any other Medicaid Disclosing Entity and any entity that does not participate in Medicaid but is required to disclose certain ownership and control information because of participation in any of the programs established under Title V, XVIII, or XX of The Act. This includes:
- a. Any hospital, skilled nursing facility, home health agency, independent clinical laboratory, renal disease facility, Rural Health Clinic, or health maintenance organization that participates in Medicare;
  - b. Any Medicare intermediary or carrier; and
  - c. Any entity (other than an individual practitioner or group of practitioners) that furnishes, or arranges for the furnishing of, health-related services for which it claims payment under any plan or program established under Title V or Title XX of The Act.
127. **Outcomes** – Changes in patient health, functional status, satisfaction, or goal achievement that result from health care or supportive services.
128. **Overpayment** – Any payment made to a Participating Provider by the Contractor to which the Participating Provider is not entitled or any payment to the Contractor by OHCA to which the Contractor is not entitled to under Title XIX of The Act and under the SoonerSelect Dental program.
129. **Parent and Caretaker Relative** – An individual determined eligible under 42 C.F.R. § 435.110.
130. **Participating Provider** – A dentist or other Provider who has a contract with or is employed by the Contractor to provide services to SoonerSelect Dental Enrollees under the SoonerSelect Dental program.

131. **Past Performance Information** – The Bidder’s experience, expertise, and performance in connection with prior contracts, including its performance in the areas of cost, quality, schedule, compliance with plans and specifications, and adherence to the applicable laws and regulations.
132. **Pediatric** – Children from birth through age 21.
133. **Performance Improvement Projects** – A concentrated effort on a problem, consistent with 42 C.F.R. § 438.330, and designed to achieve significant improvement, sustained over time, in health outcomes and SoonerSelect Dental Enrollee satisfaction and must include the following elements:
- a. Measurement of performance using objective quality indicators;
  - b. Implementation of interventions to achieve improvement in the access to and quality of care;
  - c. Evaluation of the effectiveness of the interventions; and
  - d. Planning and initiation of activities for increasing or sustaining improvement.
134. **Person-Centered Care** – A health delivery system that provides care that is respectful of and responsive to SoonerSelect Dental Enrollees’ preferences, needs and values. Person-centered care ensures that a SoonerSelect Dental Enrollee’s values guide all clinical and quality of life decisions.
135. **Person with Ownership or Control Interest** – Pursuant to 42 C.F.R. § 455.101 means a person or corporation that:
- a. Has a Direct Ownership Interest totaling five percent (5%) or more in a Disclosing Entity;
  - b. Has an Indirect Ownership Interest equal to five percent (5%) or more in a Disclosing Entity;
  - c. Has a combination of Direct and Indirect Ownership Interests equal to five percent (5%) or more in a Disclosing Entity;
  - d. Owns an interest of five percent (5%) or more in any mortgage, deed of trust, note, or other obligation secured by the Disclosing Entity if that interest equals at least five percent (5%) of the value of the property or assets of the Disclosing Entity;
  - e. Is an officer or director of a Disclosing Entity that is organized as a corporation; or
  - f. Is a partner in a Disclosing Entity that is organized as a partnership.
136. **Plan** – Managed care entity that manages the delivery of Health Care Services.
137. **Post-Transition** – The time period that begins upon conclusion of the Transition Period and ends upon the Contractor’s successful completion, as determined at the sole discretion of OHCA, of all post-Contract expiration or termination obligations.
138. **Premium** – The amount paid for Health Insurance on a monthly basis.
139. **Pregnancy-Related Services** – In accordance with 42 C.F.R. § 440.210, services that are necessary for the health of the pregnant woman and fetus, or that have become necessary as a result of the woman having become pregnant. OHCA considers all services received by an Enrollee or Eligible that is pregnant to be a Pregnancy-Related Service.
140. **Pregnant Women** – A women determined eligible for SoonerCare under 42 C.F.R. § 435.116.

141. **Prescription Drugs** – means a drug which can be dispensed only upon prescription by a health care professional authorized by their licensing authority and which is approved for safety and effectiveness as a prescription drug under Section 505 or 507 of the Federal Food, Drug and Cosmetic Act (52 Stat. 1040 (1938), 21 U.S.C.A., Section 301).
142. **Presumptive Eligibility** – A period of temporary SoonerCare eligibility provided to individuals determined by a qualified entity, on the basis of Applicant self-attested income information, to meet the eligibility requirements for a MAGI eligibility group.
143. **Primary Care Dentist** – The dental care professional providing comprehensive dental care for a SoonerSelect Dental Enrollee. The PCD is responsible for coordinating and integrating dental care for the SoonerSelect Dental Enrollee.
144. **Prior Authorization** – A requirement that a SoonerSelect Dental Enrollee obtain the Contractor’s approval before a requested medical service is provided or before services by a Non-Participating Provider are received. Prior Authorization is not a guarantee of claims payment; however, failure to obtain Prior Authorization may result in denial of the claim or reduction in payment of the claim. For the purposes of this Contract, the term “Prior Authorization” shall be used instead of “pre- authorization.”
145. **Proposal** – An offer a Bidder submits in response to an invitation to Bid or RFP for the SoonerSelect Dental program. Also referred to as Bid.
146. **Protected Health Information** – Information considered to be individually identifiable health information, as described in 45 C.F.R. § 160.103.
147. **Provider** – Includes both Participating and Non-Participating Providers.
148. **Provider Agreement** – An agreement between the Contractor and a Participating Provider that describes the conditions under which the Participating Provider agrees to furnish covered services to SoonerSelect Dental Enrollees.
149. **Provider Complaint** – A verbal or written expression by a Provider involving dissatisfaction with the Contractor’s policies, procedures, communication, or other action by the Contractor.
150. **Provider-Led Entity** – An organization or entity that meets the criteria of at least one (1) of following two (2) subparagraphs:
- a. A majority of the entity's ownership is held by Medicaid Providers in Oklahoma or is held by an entity that directly or indirectly owns or is under common ownership with Medicaid Providers in Oklahoma; or
  - b. A majority of the entity's Governing Body is composed of individuals who:
    - v. Have experience serving Medicaid members; and:
      - a) Are licensed in Oklahoma as physicians, physician assistants, nurse practitioners, certified nurse-midwives, or certified registered nurse anesthetists,
      - b) At least one (1) member is a licensed behavioral health Provider, or

- c) Are employed by a hospital or other medical facility licensed by and operating in Oklahoma; or an inpatient or outpatient mental health or substance abuse treatment facility or program licensed or certified by and operating in Oklahoma,
- vi. Represent the Providers or facilities described above including, but not limited to, individuals who are employed by a Statewide Provider association, or
- vii. Are nonclinical administrators of clinical practices serving Medicaid members.

**151. Provider-Preventable Conditions** – A condition occurring in any inpatient hospital setting, identified by the Secretary under Section 1886(d)(4)(D)(iv) of The Act for purposes of the Medicare program identified in the State Plan as described in Section 1886(d)(4)(D)(ii) and (iv) of The Act; other than Deep Vein Thrombosis (DVT)/Pulmonary Embolism (PE) as related to total knee replacement or hip replacement surgery in Pediatric and obstetric patients. Also includes a condition occurring in any health care setting that is identified in the State Plan, has been found by OHCA, based upon a review of medical literature by qualified professionals, to be reasonably preventable through the application of procedures supported by evidence-based guidelines; has a negative consequence for the SoonerSelect Dental Enrollee or Eligible; is auditable; and includes, at a minimum, wrong surgical or other invasive procedure performed on a patient; surgical or other invasive procedure performed on the wrong body part; and any surgical or other invasive procedure performed on the wrong patient.

**152. Quality Assessment and Performance Improvement** – A process designed to address and continuously improve Contractor quality metrics. The QAPI activities will provide the Contractor with data which it shall use, in conjunction with input from SoonerSelect Dental Enrollees and other stakeholders, to improve the delivery of care and care outcomes. The program shall evaluate all SoonerSelect Dental program population groups, care settings, and types of services, including physical health services, Behavioral Health Services, and pharmacy benefits. The Contractor’s QAPI program shall comply with every aspect of State and federal law, including 42 C.F.R. § 438.330 in its entirety.

**153. Quality Improvement Committee** – A committee within the Contractor’s organizational structure that oversees all QAPI functions. The Contractor’s Dental Director shall chair the committee.

**154. Rating Period** – The time period selected by OHCA for which the actuarially sound Capitation Rates are developed and documented in the rate certification submitted to CMS as required by 42 C.F.R. § 438.7(a).

**155. Readiness Review** – The on-site and desk review process required in accordance with 42 C.F.R. § 438.66. The Contractor is required to meet Readiness Review requirements to the satisfaction of OHCA prior to receiving SoonerSelect Dental Enrollee Enrollment.

**156. Regulatory Compliance Committee** – A committee within the Contractor’s Governing Body and at the senior management level that oversees the Contractor and its Subcontractor’s compliance program and its compliance with requirements under this Contract. The Compliance Officer shall be responsible for the development and oversight of the Regulatory Compliance Committee.

157. **Report Period** – The measurement period used for the performance withhold program described in Appendix 1C: “Quality Performance Withhold Program” of this Contract. The Report Period is a calendar year.
158. **Reporting Manual** – The OHCA-developed manual outlining the Contractor’s performance reporting obligations, including required reporting, data definitions, frequency, and formats.
159. **Rural Area** – A county with a population of less than 50,000 people.
160. **Rural Health Clinic** – Clinics meeting the conditions to qualify for RHC reimbursement as stipulated in Section 330 of the Public Health Services Act. RHCs certified for participation in the Medicare Program are considered eligible for participation in the Medicaid Program. RHCs may be Provider-based (i.e., clinics that are an integral part of a hospital, skilled nursing facility, or home health agency that participates in Medicare) or independent (freestanding) and may include Indian Health Clinics. To participate, a RHC must have a current contract on file with OHCA.
161. **Secretary** – Refers to the Secretary of the U.S. Department of Health and Human Services.
162. **Specialist** – A dentist, whose practice is limited to a particular branch of dentistry or oral surgery, including one who, by virtue of advanced training is certified by a specialty board as being qualified to so limit their practice.
163. **Social Determinants of Health** – Conditions in the places where a SoonerSelect Dental Enrollee lives, learns, works, and plays that affect the SoonerSelect Dental Enrollee’s health and quality-of-life risks and outcomes.
164. **SoonerCare** – The Oklahoma Medicaid program.
165. **SoonerSelect** – Oklahoma's Medicaid service delivery model that provides comprehensive medical, pharmacy, and behavioral health benefits through Contracted Entities.
166. **SoonerSelect Dental Enrollee** – A SoonerCare Eligible who is enrolled in a SoonerSelect Dental Plan. Also referred to as an Enrollee.
167. **SoonerSelect Dental Enrollee Handbook** – A guidebook that explains the SoonerSelect Dental program that the Contractor shall distribute to every SoonerSelect Dental Enrollee. It shall be designed to help the SoonerSelect Dental Enrollee understand the Contractor, the SoonerSelect Dental program and the rights and responsibilities that come with membership in the program.
168. **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 twenty-five (25) years of age, Juvenile Justice Involved Children, and Children receiving adoption assistance. CE that will coordinate and deliver SoonerSelect benefits in a highly coordinated manner, including physical health, behavioral health, and pharmacy for the SoonerSelect Children’s Specialty Program population. The specialty population includes Medicaid Eligibles who are Former Foster Children (FFC), select Juvenile Justice Involved (OJA), in Foster Care (FC), or receiving adoption assistance (AA).

169. **Special Health Care Needs** – Individuals who have or are at risk for a chronic physical, developmental, behavioral, or emotional condition and who also require health or related services of a type or amount beyond that generally required.
170. **Standing Referral** – A referral from a PCD Provider or the Contractor for a SoonerSelect Dental Enrollee needing access to multiple appointments with the Specialist over a set period of time, such as a year, without seeking multiple referrals.
171. **State** – When not otherwise specified, refers to a government entity or entities within the State of Oklahoma.
172. **State’s Designated Entity for Health Information Exchange** – A health information exchange organization charged with facilitating the exchange of health information to and from authorized individuals and health care organizations in this State per 63 O.S. §§ 1-133.
173. **State Fiscal Year** – The State of Oklahoma's fiscal year runs from July 1 to June 30.
174. **State Holidays** – Includes New Year’s Day, Martin Luther King, Jr. Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the following day, Christmas Eve and Christmas Day, or any updates thereto based on executive order of the Governor of Oklahoma, pursuant to 25 O.S. § 82.1, Designation and dates of holidays - Executive Order - Acts to be performed on next succeeding Business Day - State employees authorized to observe certain holidays.
175. **State Plan** – An agreement between OHCA and CMS describing how Oklahoma administers its Medicaid and CHIP programs.
176. **State Plan Benefits** – The SoonerCare benefits available to all SoonerSelect Dental Enrollees, with the exception of Expansion Adults.
177. **State Fair Hearing** – The process set forth in Subpart E of 42 C.F.R. Part 431.
178. **Statewide** – All counties of the State of Oklahoma including the Urban Region.
179. **Steady State Operations** – The time period beginning ninety (90) Days after Initial Program Implementation.
180. **Subcontractor** – An individual or entity that has a contract with the Contractor that relates directly or indirectly to the performance of the Contractor’s obligations under its Contract with the State. A Participating Provider is not a Subcontractor by virtue of the Provider Agreement with the Contractor.
181. **Subsidiary or Subsidiaries** – A company that is owned or controlled by another company or entity.
182. **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.



183. **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.
184. **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.
185. **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.
186. **Urban Area** – A county with a population of 50,000 people or more.
187. **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.
188. **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.
189. **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.
190. **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.
191. **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.

## Appendix 1C: Quality Performance Withhold Program

### 1. Overview

OHCA is committed to the delivery of high-quality health care through the development of a data-driven, outcomes-based, continuous quality improvement process that focuses on rigorous measurement against relevant targets and appropriately rewards advancement of quality goals. In furtherance of these objectives, OHCA will withhold a portion of the Contractor's Capitation Payments, as set forth in this Appendix. The Contractor shall be eligible to receive retrospectively some or all of the withheld Capitation Payments based on the Contractor's performance in the areas outlined in Section 5 of this Appendix.

### 2. Quality Performance Withhold

OHCA will withhold a portion of the Contractor's Capitation Payments according to schedule outlined below. Contractor performance will be assessed annually per the timeframes listed. OHCA will issue one (1) assessment and payment, if applicable, per SoonerSelect Dental Contractor per State Fiscal Year (SFY).

The measurement period used for the performance withhold measures is by each calendar year (CY), according to the following:

- a. Performance Baseline Measurement: CY 2024
- b. Measurement Year One (1): CY 2025
- c. Measurement Year Two (2): CY 2026
- d. Measurement Year Three (3): CY 2027
- e. Measurement Year Four (4): CY 2028

#### *Quality Withhold Payment Schedule*

Contract Year	Quality Performance Period	Quality Withhold Percentage	SoonerCare Dental Contractor Reporting
1. *Oct 2023 -Jun 2024	Jan – Dec 2024	Not Applicable	Not Applicable
2. July 2024 -Jun 2025	Jan – Dec 2025	1%	Jan – Dec 2025
3. July 2025 -Jun 2026	Jan – Dec 2026	1.5%	Jan – Dec 2026
4. July 2026 -Jun 2027	Jan – Dec 2027	2%	Jan – Dec 2027
5. July 2027 -Jun 2028	Jan – Dec 2028	2.5%	Jan – Dec 2028

\*Date of award through June 30, 2024

### 3. Potential Payment

The potential payout for this Contractor quality performance determination is equal to the amount quality withheld during each Contract Rating Period.

OHCA reserves the right to adjust the percent of Capitation Payments withheld in future Contract Rating Periods. Such adjustments shall be made through a formal Contract amendment in accordance with the provisions outlined in Section 1.2.8: “Amendments or Modifications” of the Contract.

#### 4. SoonerSelect Dental Performance Measures

The Contractor shall be responsible for reporting on the oral health performance measures in relation to the Performance Withhold in the table below. These measures are subject to change.

##### *SoonerSelect Dental Performance Measures*

Oral Health Quality Performance Measures	Frequency	Definition	Data Source
Oral Evaluation, Dental Services (OEV-CH) (CMS Child Core 2022 replacement)	Annual	Percentage of enrolled Children under age 21 who received a comprehensive or periodic oral evaluation within the measurement year.	CMS-416, Dental Quality Alliance (DQA) (ADA)
Topical Fluoride for Children (TFL-CH) (CMS Child Core)	Annual	Percentage of enrolled Children ages 1 through 20 who received at least two (2) topical fluoride applications as: (1) dental or oral health services, (2) dental services, and (3) oral health services within the measurement year.	CMS-416, DQA (ADA)
Sealant Receipt on Permanent First Molars (SFM-CH) (CMS Child Core)	Annual	Percentage of enrolled Children who have ever received sealants on permanent first molar teeth. Two (2) rates are reported: (1) at least one (1) sealant and (2) all four (4) molars sealed by the 10th birthdate (Children who turn 10 in the measurement year).	CMS-416, DQA (ADA)
Annual Dental Visit (NCQA)	Annual	Assesses SoonerSelect Dental Enrollees 2 – 20 years of age with dental benefits, who had at least one (1) dental visit during the year.	HEDIS®
Periodontal Evaluation in Adults with Periodontitis	Annual	Percentage of enrolled adults aged 30 years and older with history of periodontitis who received a comprehensive or periodic oral evaluation or a comprehensive periodontal evaluation within the reporting year	MMIS, Encounters, enrollment and claims DQA (ADA)

#### 5. Outcome Measures and Payment Structure

During the first Contract Rating Period, the Contractor will not be subject to a Performance Withhold and shall put in place all required quality programs, PIPs, and reporting. The Contractor shall have a

Performance Withhold in Contract Year 2 (See Section 2: “Performance Withhold” of this Appendix). Calendar year 2024 will be used as the performance measurement baseline year. Withhold payment opportunities have been established based on OHCA priority areas.

The Contractor shall earn Quality Withholds by meeting Annual Target Criteria for each measure, as determined by either of the below:

- a. *Improvement*: Two (2) percentage point improvement over the Contractor’s previous year performance; OR
- b. *Benchmark*: Meeting or exceeding the OHCA identified benchmark

**Performance Withhold Amounts and Criteria**

Measure	Measurement Set	Amount of Capitation Quality Withhold	CY 2024 Baseline Rate	Annual Target Criteria
<b>Oral Evaluation, Dental Services (OEV-CH)</b>	CMS Child Core	20% of total capitation quality withhold	TBD	Two (2) Percentage Points Improvement over previous year or meeting or exceeding OHCA identified benchmark
<b>Topical Fluoride for Children (TFL-CH)</b>	CMS Child Core CMS-416, DQA (ADA)	20% of total capitation quality withhold	TBD	Two (2) Percentage Points Improvement over previous year or meeting OHCA identified benchmark
<b>Sealant Receipt on Permanent First Molars (SFM-CH)</b>	CMS Child Core CMS-416, DQA (ADA)	20% of total capitation quality withhold	TBD	Two (2) Percentage Points Improvement over previous year or meeting OHCA identified benchmark
<b>Annual Dental Visit</b>	NCQA CMS Child Core	20% of total capitation quality withhold	TBD	Two (2) Percentage Points Improvement over previous year or meeting OHCA identified benchmark
<b>Periodontal Evaluation in Adults with Periodontitis</b>	DQA (ADA)	20% of total capitation quality withhold	TBD	Two (2) Percentage Points Improvement over previous year or meeting OHCA identified benchmark

OHCA reserves the right to adjust the measures, number of measures, weighting of measures and performance targets in future Contract Rating Periods. Such adjustments shall be made through a

formal Contract amendment in accordance with the provisions outlined in Section 1.2.8: “Amendments or Modifications” of the Contract.

## **6. Timing of Quality Withhold Determination**

OHCA will make its best efforts to distribute a report identifying Contractor performance and eligibility for payment of withheld Capitation Payments within six (6) months of the end of each established Report Period, as defined in Section 2: “Performance Withhold” of this Appendix. Given that unforeseen circumstances may impact the timing of this determination, OHCA reserves the right to revise the time frame in which this report is issued.

## **7. Federal Compliance**

In accordance with 42 C.F.R. § 438.6, the performance withhold program:

- a. Will not be renewed automatically;
- b. Will be made available to both public and private SoonerSelect Dental Contractors under the same terms of performance;
- c. Does not condition Contractor participation in the withhold arrangement on the Contractor entering into or adhering to intergovernmental transfer agreements;
- d. Is necessary for the specified activities, targets, performance measures, or quality-based outcomes that support program initiatives specified in the State’s managed care quality strategy required under 42 C.F.R. § 438.340; and
- e. Will measure performance for a fixed period of time during the Rating Period under the Contract in which the incentive arrangement is applied.

## **8. Contractor Eligibility**

The Contractor may, in OHCA’s sole discretion, lose eligibility for its compensation under the performance withhold program if:

- a. OHCA has suspended, in whole or in part, Capitation Payments or enrollment to the Contractor;
- b. OHCA has assigned, in whole or in part, the membership and responsibilities of the Contractor to another participating SoonerSelect Dental Contractor;
- c. OHCA has assumed or appointed temporary management with respect to the Contractor;
- d. The Contract has been terminated;
- e. The Contractor has, based on the sole determination of OHCA, failed to execute a smooth transition at the end of the Contract term, including failure to comply with the Contractor responsibilities set forth in Section 1.24.10: “Post-Transition Contract Obligations” of the Contract; or
- f. OHCA has imposed upon the Contractor a liquidated damage as described in Section 1.23: “Remedies and Disputes” of this Contract during the performance withhold measurement year.

OHCA may, at its discretion, reinstate the Contractor's eligibility for participation in the SoonerSelect Dental performance withhold program once the Contractor has properly cured all prior instances of non-compliance of its obligations under the Contract and OHCA has satisfactory assurances of acceptable future performance.

## Appendix 1D: Contract Minimum Insurance Requirements

The following table includes the minimum insurance requirements as outlined in Section 1.2.19: “Insurance” of the Contract. OHCA will not make any exceptions to minimum insurance requirements listed herein.

### *Minimum Insurance Requirements*

Type of Insurance	Contract Reference	Minimum Insurance Requirements
Professional Liability	Section 1.2.19.1	\$1,000,000 per occurrence
Commercial General Liability Insurance	Section 1.2.19.2	\$5,000,000 per occurrence
Automobile Insurance	Section 1.2.19.2	\$5,000,000 per accident
Property Damage Insurance	Section 1.2.19.2	\$500,000 per occurrence
Directors and Officers Liability Insurance	Section 1.2.19.3	\$5,000,000 per occurrence
Cyber Liability Insurance	Section 1.2.19.4	\$50,000,000 per occurrence
Errors and Omissions Insurance	Section 1.2.19.5	\$10,000,000 per occurrence
Workers Compensation and Employer’s Liability Insurance	Section 1.2.19.6	In accordance with and to the extent required by applicable law
Reinsurance	Section 1.2.19.7	Optional

## Appendix 1E: Liquidated Damages

The Contractor understands and agrees that the Liquidated Damages described herein are not construed as penalties. OHCA retains authority to seek other remedies and take other actions as appropriate to ensure compliance, satisfy contractual obligations and/or safeguard SoonerSelect Dental Enrollees' rights and interests.

Contract Requirement	Performance Standard	Liquidated Damages
Medically Necessary Services	The Contractor fails to substantially provide Medically Necessary services to a SoonerSelect Dental Enrollee that the Contractor is required to provide under law or the Contract.	OHCA may assess a Liquidated Damage of up to \$25,000 for each failure to provide services.
Premiums Not in Excess of Medicaid	The Contractor imposes premiums or charges on SoonerSelect Dental Enrollees that are in excess of those permitted in the Medicaid program.	OHCA may assess a Liquidated Damage of up to \$25,000 or double the amount of the excess premiums or charges, whichever is greater.
Compliance with State and Federal Anti-Discrimination Laws	The Contractor discriminates among SoonerSelect Dental Enrollees on the basis of their health status or need for dental services.	OHCA may assess a Liquidated Damage of up to \$100,000 for each determination of discrimination.  OHCA may assess a Liquidated Damage of up to \$15,000 for each Eligible applicant the Contractor did not enroll because of a discriminatory practice, up to the \$100,000 maximum.
Information Requirements - State and Federal	The Contractor falsifies or misrepresents information that it furnishes to CMS or to OHCA.	OHCA may assess a Liquidated Damage of up to \$100,000 for each instance of misrepresentation.
Information Requirements – SoonerSelect Dental Enrollee, Eligible, and Provider	The Contractor falsifies or misrepresents information it issues, including but not limited to Marketing Materials that it furnishes to a SoonerSelect Dental Enrollee, Eligible, or Provider.	OHCA may assess a Liquidated Damage of up to \$25,000 for each instance of misrepresentation.



Contract Requirement	Performance Standard	Liquidated Damages
Section 1.2.16: "Confidentiality; HIPAA and Business Associate Requirements; Business Associates Requirements"	The Contractor fails to ensure all data containing Personally Identifiable Information (PII), including but not limited to Protected Health Information (PHI), is secured in accordance with all applicable State and federal privacy and security requirements, including but not limited to HIPAA, 42 U.S.C. § 290dd-2; 42 C.F.R. §§ 2.1 – 2.67, and 43A O.S. § 1-109.	In addition to any remedies available to the OHCA pursuant to the terms of this Contract or available at law, if OHCA deems credit monitoring and/or identity theft safeguards are needed to protect SoonerSelect Dental Enrollees whose PII/PHI was placed at risk by the Contractor's failure to comply with Contract terms, the Contractor shall be liable for all costs associated with the provision of such monitoring and/or safeguard services.
Section 1.2.20.5: "Compliance with Law"	The Contractor fails to meet implementation deadlines for mandates and/or laws as directed by the CMS, CDC, or other government entity.	OHCA may assess a Liquidated Damage of \$2,500 per Business Day.
Section 1.3.2: "Capitation Reconciliation"	The Contractor fails to perform monthly reconciliation of enrollment roster data against Capitation Payments.	Refund of any detected overpayments or duplicate payments as identified through OHCA or federal review and resulting from the Contractor's failure to properly perform reconciliation.  OHCA may assess a Liquidated Damage of \$5,000 per day that the Contractor remains out-of-compliance with reconciliation requirement.
Section 1.4.2: "Accreditation"	The Contractor fails to be accredited by an Accrediting Entity within eighteen (18) months of Contract award.	Achievement of provisional status shall require a corrective action plan within thirty (30) Calendar Days of receipt of notification from Accrediting Entity and may result in termination of this Contract.  OHCA may assess a Liquidated Damage of \$100,000 per month for every month the Contractor is non-complaint.
Section 1.4.6.2: "Key Staff"	The Contractor fails to fill Key Staff positions.  The Contractor is responsible for maintaining a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties.	OHCA may assess a Liquidated Damage of \$1,000 per Calendar Day for each Key Staff position that remains vacant after ninety (90) Days.

Contract Requirement	Performance Standard	Liquidated Damages
Section 1.4.8: “Readiness Review”	The Contractor fails to satisfactorily pass the Readiness Review by the deadline imposed by OHCA.	OHCA may delay Enrollment of Eligibles with the Contractor and/or impose other Administrative Remedies, including, but not limited to, Contract termination.  The Contractor shall be responsible for all costs incurred by OHCA as a result of the delay of Enrollment of Eligibles with the Contractor.
Section 1.4.8: “Readiness Review”	The Contractor fails to submit Readiness Review documentation timely and/or accurately.	OHCA may assess a Liquidated Damage of \$5,000 per Business Day, per Readiness Review Deliverable, that has not been submitted correctly, complete, on time and in the OHCA-defined format.
Section 1.8.5.2: “Timeliness Standards”	The Contractor fails to comply with timeliness requirements for processing Prior Authorizations.	OHCA may assess a Liquidated Damages of: <ul style="list-style-type: none"> <li>— \$5,000 for each calendar month the Contractor fails to adjudicate all Prior Authorization (PA) requests within seventy-two (72) hours.</li> <li>— \$10,000 for each calendar month the Contractor fails to adjudicate all urgent PA requests within twenty-four (24) hours.</li> <li>— \$5,000 for each calendar month the Contractor fails to conduct all retrospective reviews within fourteen (14) Days.</li> </ul>
Section 1.11.4: “New SoonerSelect Dental Enrollee Materials and Outreach”	The Contractor fails to distribute a SoonerSelect Dental Enrollee Handbook or ID Card in the required timeframe.	OHCA may assess Liquidated Damages of: <ul style="list-style-type: none"> <li>— \$500 for each instance where the Contractor fails to distribute a SoonerSelect Dental Enrollee Handbook within ten (10) Days of a SoonerSelect Dental Enrollee’s Enrollment with the Contractor.</li> <li>— \$500 for each instance where the Contractor fails to distribute a SoonerSelect Dental Enrollee ID Card within seven (7) Days of a SoonerSelect Dental Enrollee’s Enrollment with the Contractor.</li> </ul>

Contract Requirement	Performance Standard	Liquidated Damages
Section 1.11.8: “SoonerSelect Dental Enrollee Services Call Center”	The Contractor fails to meet SoonerSelect Dental Enrollee Call Center performance standards.	<p>For any calendar month where the call abandonment rate is equal to or greater than five (5%) percent, Liquidated Damages of \$10,000 for each full percentage point equal to or greater than five (5%) percent.</p> <p>For any calendar month where less than 85% of calls are answered by a live voice within thirty (30) seconds of the first ring, liquidated damages of \$10,000 for each full percentage point below 85%.</p> <p>For any calendar month where the average wait time exceeds two (2) minutes, liquidated damages of \$10,000.</p> <p>For any calendar month where the blocked call rate exceeds one (1) percent, liquidated damages of \$10,000 for each percentage point above one percent (1%).</p>
Section 1.12.3: “Credentialing”	The Contractor fails to meet timeliness standards for Provider credentialing.	OHCA may assess a Liquidated Damage of \$500 per Calendar Day where the Contractor fails to credential a Provider within forty-five (45) Days of receipt of a complete application.

Contract Requirement	Performance Standard	Liquidated Damages
<p>Section 1.12.4: “Time and Distance and Appointment Access Standards”</p>	<p>The Contractor fails to meet time and distance standards for network adequacy for any of the following Provider types:</p> <ul style="list-style-type: none"> <li>— General Dentistry Providers;</li> <li>— Pediatric Specialty Dental Providers;</li> <li>— Specialty Dental Providers;</li> <li>— Essential Community Providers</li> </ul>	<p>OHCA may assess a Liquidated Damage of \$10,000 for each calendar month, for each Provider type, where the Contractor fails to meet the time and distance standards.</p> <p>Submission of CAP to OHCA.</p> <p>More frequent submission of network adequacy reports at the direction of OHCA until Contractor compliance is demonstrated for sixty (60) consecutive Days.</p> <p>OHCA may require the Contractor to maintain an open network for the Provider type(s) for which the Contractor demonstrates non-compliance.</p> <p>Non-compliance with network adequacy standards for three (3) consecutive months shall result in auto-assignment suspension until such time as the Contractor successfully demonstrates compliance.</p>
<p>Section 1.13.2: “Provider Services Call Center”</p>	<p>The Contractor fails to meet Provider Services Call Center performance standards.</p>	<p>For any calendar month where the call abandonment rate is equal to or greater than five percent (5%), liquidated damages of \$10,000 for each full percentage point equal to or greater than five percent (5%).</p> <p>For any calendar month where less than 85% of calls are answered by a live voice within thirty (30) seconds of the first ring, liquidated damages of \$10,000 for each full percentage point below 85%.</p> <p>For any calendar month where the average wait time exceeds two (2) minutes, Liquidated Damages of \$10,000.</p> <p>For any calendar month where the blocked call rate exceeds one percent (1%), Liquidated Damages of \$10,000 for each percentage point above one percent (1%).</p>

Contract Requirement	Performance Standard	Liquidated Damages
Section 1.13.6: “Provider Complaint System”	<p>The Contractor fails to resolve 98% of Provider reconsiderations within thirty (30) Calendar Days of receipt of the request for reconsideration.</p> <p>The Contractor fails to resolve 100% of Provider reconsiderations within sixty (60) Calendar Days of receipt of the request for reconsideration.</p>	OHCA may assess a Liquidated Damage of \$10,000 for each quarter the Contractor is non-compliant.
Section 1.13.6: “Provider Complaint System”	<p>The Contractor fails to resolve 98% of Provider Appeals within thirty (30) Calendar Days of receipt of the Appeal.</p> <p>The Contractor fails to resolve 100% of Provider Appeals within sixty (60) Calendar Days of receipt of the Appeal.</p>	OHCA may assess a Liquidated Damage of \$10,000 for each quarter the Contractor is non-compliant.
Section 1.13.6: “Provider Complaint System”	<p>The Contractor fails to send 100% of notices of resolution of Provider reconsiderations within five (5) Calendar Days of resolution of the reconsideration.</p> <p>The Contractor fails to send 100% of notice of resolution of Provider Appeals within five (5) Calendar Days of resolution of the Appeal.</p>	OHCA may assess a Liquidated Damage of \$10,000 for each quarter the Contractor is non-compliant.
Section 1.14.1.7: “Value-Based Provider Payments”	The Contractor fails to comply with the Provider incentive plan requirements.	OHCA may assess a Liquidated Damage of up to \$25,000 for each failure to comply.

Contract Requirement	Performance Standard	Liquidated Damages
Section 1.14.5: “Timely Claims Filing and Processing”	The Contractor fails to meet timely claims payment standards.	<p>OHCA may assess Liquidated Damages of:</p> <ul style="list-style-type: none"> <li>— \$10,000 for any calendar month where the Contractor fails to pay 90% or more of Clean claims within fourteen (14) Days for each deficient claim type.</li> <li>— \$10,000 for any calendar month where the Contractor fails to pay 99% or more of Clean claims within ninety (90) Days for each deficient claim type.</li> </ul> <p>For the purposes of this requirement, there are six (6) claim types: professional paper claims, professional electronic claims, facility paper claims, facility electronic claims, dental paper claims, and dental electronic claims.</p>
Section 1.16: “SoonerSelect Dental Enrollee Grievance and Appeal”	<p>The Contractor fails to resolve 98% of SoonerSelect Dental Enrollee Grievances within thirty (30) Calendar Days from the date the Grievance is received.</p> <p>The Contractor fails to resolve 100% of SoonerSelect Dental Enrollee Grievances within sixty (60) Calendar Days from the date the Grievance is received.</p> <p>The Contractor fails to provide impacted SoonerSelect Dental Enrollee written notice of resolution three (3) Calendar Days of the resolution of the Grievance.</p>	OHCA may assess a Liquidated Damage of \$10,000 for each quarter the Contractor is non-compliant.

Contract Requirement	Performance Standard	Liquidated Damages
Section 1.16: "SoonerSelect Dental Enrollee Grievance and Appeal"	The State will monitor performance and set performance targets for each Contractor regarding the percentage of State Fair Hearing requests that are resolved without a change to the original determination. When performance targets are identified, the State will inform the Contractor as to the required performance and increment of measurement.	Starting with the quarter following notification, OHCA may impose a Liquidated Damage of \$50,000 for each increment of non-compliance with the performance target.
Section 1.16.8.4: "Contractor State Fair Hearing Support"	The Contractor fails to maintain a sufficient level of staff training to competently perform the functions, requirements, roles, and duties involved in State Fair Hearing support.	OHCA may assess a Liquidated Damage of \$1,000 per day from the time the training deficiency is identified by the State and until the Contractor resolves the situation to the State's approval.
Section 1.16.8.4: "Contractor State Fair Hearing Support"	The Contractor fails to provide the State the required summary information within fifteen (15) Calendar Days after notification of the request for a State Fair Hearing.	OHCA may assess Liquidated Damages of: <ul style="list-style-type: none"> <li>— 1-3 months at less than 95%: \$3,000</li> <li>— 4-6 months at less than 95%: \$6,000</li> <li>— 7-9 months at less than 95%: \$9,000</li> <li>— 10-12 months at less than 95%: \$12,000</li> </ul>
Section 1.16.8.4: "Contractor State Fair Hearing Support"	The Contractor fails to provide timely delivery to the Appellant, the State, and the Office of Administrative Hearings State Fair Hearing documentation, as required.	OHCA may assess Liquidated Damages of: <ul style="list-style-type: none"> <li>— 1-3 months at less than 95%: \$3,000</li> <li>— 4-6 months at less than 95%: \$6,000</li> <li>— 7-9 months at less than 95%: \$9,000</li> <li>— 10-12 months at less than 95%: \$12,000</li> </ul>
Section 1.16.8.4: "Contractor State Fair Hearing Support"	The Contractor fails to summarize the arguments presented by the Appellant and the Contractor in summaries for State Fair Hearings to ensure the dispute and actions by the Appellant and Contractor are clearly identified. The Contractor shall state the legal basis upon which dismissal requests are based and include regulations or statutes in support.	OHCA may assess Liquidated Damages of: <ul style="list-style-type: none"> <li>— 1-3 months at less than 95%: \$3,000</li> <li>— 4-6 months at less than 95%: \$6,000</li> <li>— 7-9 months at less than 95%: \$9,000</li> <li>— 10-12 months at less than 95%: \$12,000</li> </ul>

Contract Requirement	Performance Standard	Liquidated Damages
Section 1.18.1.3: "Collaboration with OHCA and MFCU"	The Contractor fails to provide information responsive to specific requests made by OHCA, MFCU, or other authorized State and federal authorities (including, but not limited to, requests for records of SoonerSelect Dental Enrollee and Provider interviews), within three (3) Business Days of said request, unless otherwise agreed upon by OHCA.	OHCA may assess a Liquidated Damage of \$1000 per day .
Section 1.18.1.3: "Collaboration with OHCA and MFCU"	The Contractor fails to refer credible allegations of Fraud to OHCA's Legal Division in writing within three (3) Business Days of discovery.	OHCA may assess a Liquidated Damage of \$1,000 per day.
Section 1.18.1.3: "Collaboration with OHCA and MFCU"	The Contractor fails to participate in good faith at monthly Program Integrity meetings held jointly with MFCU and OHCA.	OHCA may assess a Liquidated Damage of \$1,000 per day.
Section 1.18.2: "Compliance Program"	The Contractor fails to participate in good faith at monthly meetings with OHCA Program Integrity and Accountability Unit.	OHCA may assess a Liquidated Damage of \$1,000 per day
Section 1.18.2: "Compliance Program"	The Contractor fails to provide by close of the last Calendar Day of each month, a monthly report of all open program integrity related audits and investigations related to Fraud, Waste, and Abuse activities for identifying and collecting potential overpayments, utilization review, and Provider compliance. The report shall include, but is not limited to, audits and investigations performed, overpayments identified, overpayments recovered, and other program integrity actions taken, such as, CAPs, Provider education, liquidated damages, and Administrative Remedies required of a Provider.	OHCA may assess a Liquidated Damage of \$1,000 per day



Contract Requirement	Performance Standard	Liquidated Damages
Section 1.18.7: “Suspension of Payments for Credible Allegation of Fraud”	If credible allegation of Fraud exists, the Contractor fails to immediately suspend all payments to the Provider as instructed by OHCA within twenty-four (24) hours of receipt of said instruction.	OHCA may assess a Liquidated Damage of \$1,000 per day
Section 1.18.9.3: “When Disclosures of Persons with An Ownership or Controlling Interest AreRequired”	The Contractor fails to disclose any change in ownership and control information to OHCA within thirty-five (35) Calendar Days in accordance with 42 C.F.R. § 455.104 and Subcontractors as governed by 42 C.F.R. § 438.230.	OHCA may assess a Liquidated Damage of \$1,000 per day
Section 1.18.9.3: “When Disclosures of Persons with An Ownership or Controlling Interest AreRequired”	As required by 42 C.F.R. § 455.105, the Contractor fails to submit to OHCA or HHS, within thirty-five (35) Calendar Days of request, full and complete information about: <ul style="list-style-type: none"> <li>— The ownership of any Subcontractor with whom the Contractor had business transactions totaling more than \$25,000 during the 12-month period ending on the date of therequest; and</li> <li>— Any significant business transactions between the Contractor and any wholly owned supplier, or between the Provider and any Subcontractor, during the five (5)-year period ending on the date of request.</li> </ul>	OHCA may assess a Liquidated Damage of \$1,000 per day
Section 1.19.5: “SoonerSelect Dental Enrollee Encounter Data	The Contractor fails to submit weekly Encounter Data timely.	For failure to submit Encounter Data by the deadline established by OHCA, liquidated damages equal to 15% of Capitation Payment paid for the month previous to month in which Encounter Data was due.

Contract Requirement	Performance Standard	Liquidated Damages
Section 1.19.5: “SoonerSelect Dental Enrollee Encounter Data	The Contractor fails to submit Encounter Data in accordance with OHCA accuracy standards, as determined through encounter Validation studies conducted by OHCA or its designee.	<p>For error rate of 5.1 to 7.0 percent: Five percent (5%) of Capitation Payment paid in Validation study period.</p> <p>For error rate of 7.1 to 10 percent: Ten (10%) percent of Capitation Payment paid in Validation study period.</p> <p>For error rate of 10.1 percent or great: Fifteen percent (15%) of Capitation Payment paid in Validation study period.</p>
Section 1.19.9: “Disaster Preparation and Data Recovery”	The Contractor fails to restore operations in a disaster situation.	<p>If the Contractor’s failure to restore operations requires OHCA to transfer SoonerSelect Dental Enrollees to another Contractor, the Contractor shall pay any difference between the Capitation Rates that would have been paid to the Contractor and the actual rates being paid to the replacement Contractor as a result of the SoonerSelect Dental Enrollee transfer.</p> <p>Additionally, the Contractor shall pay any costs OHCA incurs to accomplish the transfer of SoonerSelect Dental Enrollees.</p>
Section 1.19.11: “Accessibility”	The Contractor fails to provide continuous access to information as required.	OHCA may assess a Liquidated Damage of \$5,000 per day.
Section 1.19.11: “Accessibility”	The Contractor fails to ensure that all system functions are accessible as required.	OHCA may assess a Liquidated Damage of \$5,000 per day.
Section 1.19.11: “Accessibility”	The Contractor fails to provide its URL to OHCA or changes the URL without OHCA’S approval.	OHCA may assess a Liquidated Damage of \$500 per occurrence.
Section 1.19.11: “Accessibility”	The Contractor fails to maintain a point of contact to provide assistance interfacing/ exchanging data.	OHCA may assess a Liquidated Damage of \$1,000 per day.
Section 1.19.12: “System Performance Requirements”	The Contractor fails to satisfy any response, retrieval, or display time requirement.	OHCA may assess a Liquidated Damage of \$1,000 per day.

Contract Requirement	Performance Standard	Liquidated Damages
Section 1.19.12.6: "System Performance Notification and Reporting"	The Contractor fails to give OHCA the required system performance notification.	OHCA may assess a Liquidated Damage of \$1,000 per occurrence.
Section 1.19.12.6: "System Performance Notification and Reporting"	The Contractor fails to resolve unscheduled system unavailability as required.	OHCA may assess a Liquidated Damage of \$5,000 per day.
Section 1.20: "Financial Standards and Third-Party Liability"	The Contractor fails to comply with Oklahoma Insurance Department requirements for minimum net worth and risk-based capital.	<p>Submission of CAP to OHCA.</p> <p>If the Contractor fails to meet the financial performance standards or otherwise comply with the corrective action plan by the date specified by OHCA, OHCA may freeze SoonerSelect Dental Enrollee enrollment to the Contractor.</p>
Section 1.21: "Reporting"	The Contractor fails to submit a required report timely and/or accurately.	<p>OHCA may assess a Liquidated Damage of \$2,500 per Business Day per report that has not been submitted correctly, complete, on time and in the OHCA-defined format.</p> <p>If reporting non-compliance impacts OHCA's ability to monitor the Contractor's solvency, and the Contractor's financial position requires OHCA to transfer SoonerSelect Dental Enrollees to another Contractor, the Contractor shall pay any difference between the Capitation Rates that would have been paid to the Contractor and the actual rates being paid to the replacement Contractor as a result of the SoonerSelect Dental Enrollee transfer.</p> <p>Additionally, the Contractor shall pay any costs OHCA incurs to accomplish the transfer of SoonerSelect Dental Enrollees.</p>

Contract Requirement	Performance Standard	Liquidated Damages
Miscellaneous Damages	<p>The State is herein provided an administrative procedure to address general Contract compliance issues not defined elsewhere in this Contract. The State may identify a condition resulting from the Contractor's non-compliance with the Contract through monitoring activities. If this occurs, the State will notify the Contractor in writing of the contractual non-compliance. The Contractor shall provide a written response to the notification within five (5) Business Days of receipt of the notice. The State will recommend, when appropriate, a reasonable period of time within which the Contractor shall remedy the non-compliance. This Liquidated Damage may be independent or combined with any of the Liquidated Damages listed within this Appendix.</p>	<p>If the non-compliance is not corrected by the specified date, the State reserves the right to assess Liquidated Damages in an amount not to exceed \$500 per Business Day per occurrence after the due date until the non-compliance is corrected.</p>

## Appendix 1F: List of Deliverables to OHCA

KEY: N/A = Not Addressed; TBS = To Be Stated; RM = Reporting Manual				
#	Deliverable Name	Requirement Location(s)	Due Date	Frequency
1	Accreditation / Accreditation Status Reports	1.4.2 – Accreditation 1.21.1.8 Administrative Reports	Within eighteen (18) months of Operating Start Date	N/A
2	AI/AN Network Accessibility Reports	1.15.4.1 – Sufficient IHCP Participation 1.21.1.18 – AI/AN Population and Indian Health Care Providers Reports	RM	RM
3	American Indian/Alaska Native Community Outreach Plan	1.15.1 – Tribal Government Liaison	Readiness Review	N/A
4	Auditor’s Engagement Letter and MLR Agreed Upon Procedures (AUP) Scope of Work	1.20.6 – Medical Loss Ratio	Upon Request	Upon Request
5	Back-up Plan	1.19.10 – Back-up Plan 1.21.1.22 – Information Technology Reports	Readiness Review	RM
6	Base Data Report	1.21.1.23 – Financial Performance Reports	N/A	N/A
7	BCDR Plan Update and Report	1.19.9 – Disaster Preparation and Data Recovery 1.21.1.22 – Information Technology Reports	N/A	Annually
8	CAHPS® Reports	1.10.3.3 – QAPI Documentation 1.10.4.1 – Consumer Assessment of Healthcare Providers and Systems (CAHPS®) Surveys 1.21.1.13 – Quality Improvement Reports	No later than June 15 <sup>th</sup> of each year	Annually
9	Call Center Report	1.13.2.2 – Provider Services Call Center Performance Standards 1.21.1.16 – Provider Services Report	At the end of each Contract Year	Annually

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#	Deliverable Name	Requirement Location(s)	Due Date	Frequency
10	Capitation Overpayment	1.3.3 – Report of Capitation Overpayment 1.18.9 – Written Disclosures 1.21.1.7 – Contractor Payment Reports	Within thirty (30) Days when it has identified Capitation Payments or Excess payments than specified in the Contract	N/A
11	Capitation Reconciliation	1.3.2 – Capitation Reconciliation 1.21.1.7 – Contractor Payment Reports	RM	Monthly
12	Certificate of Authority	1.4.1. – Licensure	With RFP response	N/A
13	Certificates of Insurance	1.2.18 – Insurance	Within thirty (30) Days of official notice of Contract award and prior to commencement of service delivery to Medicaid beneficiaries	Annually
14	Certification	1.4.7 – Policies and Procedures	RM	Annually
15	Change in Independent Actuary or Independent Auditor	1.21.1.23 – Financial Performance Reports	Within ten (10) Days of expiration of Contractor’s contract with an independent auditor or actuary	N/A
16	Claims Inquiries and Disputes Policies and Procedures	1.14.8 – Claims Inquiries and Disputes	Prior to Readiness Review	N/A
17	Claims Payment Accuracy	1.14.4.1 – Claims Processing System and Methodology 1.21.1.17 – Provider Payment Reports	N/A	N/A
18	Claims Processing Policies and Procedures	1.14.5.2 – Timely Payment Requirements	Prior to Readiness Review	N/A

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#	Deliverable Name	Requirement Location(s)	Due Date	Frequency
19	Claims Reporting	1.14.4.1 – Claims Processing System and Methodology 1.21.1.17 – Provider Payment Reports	N/A	N/A
20	Claims Timeliness	1.14.5 – Timely Claims Filing and Processing 1.21.1.17 – Provider Payment Reports	N/A	N/A
21	Compliance Plan	1.18.2.1 – Compliance Plan 1.21.1.21 – Program Integrity Reports	Minimum of sixty (60) Calendar Days prior to Contract start date Annually thereafter by July 1 <sup>st</sup>	Annually
22	SoonerSelect Dental Enrollee Handbook	1.11.5 –SoonerSelect Dental Enrollee Handbook	Within  (10) Days after receiving notice of a SoonerSelect Dental Enrollee’s Enrollment and within ten (10) Days of the SoonerSelect Dental Enrollee’s request for Handbook	N/A
23	CAP	1.10.5 – Quality Performance Measures 1.23 – Remedies and Disputes	TBS	Upon Request
24	CAP	1.13.2.2 – Provider Services Call Center Performance Standards	Upon Request	Upon Request
25	Cultural Competency and Sensitivity Plan	1.11.2 – Cultural Competency	Prior to Readiness Review	N/A
26	Customer Service Performance Data	1.21.1.6 – Required Data Collection and Reports	N/A	N/A

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<b>#</b>	<b>Deliverable Name</b>	<b>Requirement Location(s)</b>	<b>Due Date</b>	<b>Frequency</b>
27	SoonerSelect Dental Enrollee Handbook Homeless Delivery Plan	1.11.5.2 – Distribution Methods	N/A	N/A
28	Dental Management Program Staffing Plan	1.8.2. – Qualified Staff	Readiness Review and Upon Request	Upon Request
29	Dental Utilization Management Program	1.8.1. – Dental Utilization Management Program Components 1.21.1.11 – Dental Management Reports	Readiness Review and Upon Request	Annually/ Upon Request
30	Dentist Incentive Plan Report	1.11.16 – Dentist Incentive Plan Notification	Prior to its initial use and any subsequent revisions	RM
31	Disaster Preparation and Data Recovery Plan	1.2.19.4 – Force Majeure 1.19.9 – Disaster Preparation and Data Recovery 1.21.1.22 – Information Technology Reports	Readiness Review	Annually
32	Encounter Data	1.19.5.1 – Encounter Data Detail and Format 1.19.5.2 – Timely Submission of Accurate, Complete Encounter Data and Reconciliation 1.19.5.3 – Timeliness 1.19.6 – Health Information Exchange 1.21.1.6 – Required Data Collection and Reports 1.21.1.22 – Information Technology Reports	Within thirty (30) Business Days of adjudication	RM
33	Encounter Data	1.24.10 – Post-Transition Contract Obligations	Following the termination or expiration of Contract	N/A



<b>KEY:</b> N/A = Not Addressed; TBS = To Be Stated; RM = Reporting Manual				
#	Deliverable Name	Requirement Location(s)	Due Date	Frequency
34	Encounter Data and Financial Summary Reconciliation	1.21.1.22 – Information Technology Reports	N/A	N/A
35	Encounters Resubmission	1.19.5.4. – Timeliness Remediation 1.19.5.8 – OHCA Review of Encounter Data	Within thirty (30) Days of receipt of notice by OHCA of encounters being denied or rejected	N/A
36	SoonerSelect Dental Enrollee Website Content	1.11.7.2 – Website Content	Prior to Readiness Review	N/A
37	Enrollment and Disenrollment Reports	1.21.1.6 – Required Data Collection and Reports 1.21.1.9 – Enrollment and Disenrollment Reports	RM	RM
38	Enrollment Choice Counseling Roster	1.6.2.2. – Materials for Enrollment Choice Counseling	TBS	N/A
39	EPSDT Report	1.10.5 – Quality Performance Measures 1.21.1.10 – Covered Benefits Reports	RM	RM
40	Evidence of Completed Education and Training Efforts	1.18.2.2. – Compliance Education and Training	Upon Request	Upon Request
41	Failure to Contact SoonerSelect Dental Enrollee	1.11.4.1 – Failure to Contact 1.21.1.14 – SoonerSelect Dental Enrollee Services Reports	RM	RM
42	Financial Performance	1.20.1 – Financial Stability 1.21.1.23 – Financial Performance Reports	RM	RM

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<b>#</b>	<b>Deliverable Name</b>	<b>Requirement Location(s)</b>	<b>Due Date</b>	<b>Frequency</b>
43	Five Percent (5%) Limit Report	1.17.5 – Five Percent (5%) Cost Sharing Limit 1.21.1.6 – Required Data Collection and Reports 1.21.1.20 – Cost Sharing Reports	RM	RM
44	Fraud, Waste, and Abuse Detection and Prevention Policies and Procedures	1.18.2 Compliance Program 1.18.5 – False Claims Act Policies and Whistleblower Protection	Readiness Review	Upon Request
45	Fraud, Waste, or Abuse Referral	1.18.1.1 – Administrative and Management Arrangements and Procedures	Within three (3) Business Days of the Contractor’s identification of the activity at issue	N/A
46	Geo-Access Reports	1.12.4 – Time and Distance and Appointment Access Standards 1.12.1.4 – Provider Network Development and Management Plan	N/A	N/A
47	HEDIS Audit Signed Contract and Results	1.10.5 – Quality Performance Measures	N/A	Annually
48	Information Security Breach	1.19.8 – System Security 1.21.1.22 – Information Technology Reports	No longer than forty-eight (48) Hours of awareness of event, but immediately within one (1) Hour upon awareness of an incident	N/A
49	Insolvency Protection Report	1.20.2 - Insolvency Protection 1.21.1.23 – Financial Performance Reports	N/A	N/A
50	Internal Compliance Monitoring Process	1.22.3.2 – Contractor Internal Monitoring Methods	N/A	Monthly

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<b>#</b>	<b>Deliverable Name</b>	<b>Requirement Location(s)</b>	<b>Due Date</b>	<b>Frequency</b>
51	Investigations Opened Report	1.18 – Program Integrity 1.18.2 – Compliance Program 1.21.1.21 – Program Integrity Reports	RM	RM
52	IT Defect Corrections	1.19.2 – Ongoing Maintenance of IT Solutions	N/A	At least monthly
53	IT Maintenance and Operations Plan	1.19.2 – Ongoing Maintenance of IT Solutions 1.21.1.22 – Information Technology Reports	Readiness Review	RM
54	IT Roadmap	1.19.2 – Ongoing Maintenance of IT Solutions 1.21.1.22 – Information Technology Reports	RM	Minimum twice per year
55	List of Audit Activities and Outcomes	1.18.2 – Compliance Program	Monthly and Quarterly	Monthly and Quarterly
56	Litigation Summary	1.13.6.2 – Provider Appeals 1.16.8.4 – Contractor State Fair Hearing Support	Within fifteen (15) Calendar Days of a Provider’s request for a State Fair Hearing	N/A
57	Local Oklahoma Provider Organization Contract	1.12.4.6 – Local Oklahoma Provider Organizations	Within five (5) Business Days after contract execution with Oklahoma Provider Organization	N/A
58	Marketing Materials	1.11.17.4 – OHCA Review and Approval Process	At least ninety (90) Days prior to expected use and distribution	N/A
59	Marketing Plan	1.11.17.7 – Marketing Plan 1.21.1.14 – SoonerSelect Dental Enrollee Services Reports	Readiness Review/TBS	Upon Request/RM

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#	Deliverable Name	Requirement Location(s)	Due Date	Frequency
60	Medicaid Advisory Committee Meetings and Activities Record	1.11.10 – Medicaid Dental Advisory Committee 1.21.1.14 – SoonerSelect Dental Enrollee Services Reports	Upon request	Upon request
61	Medical Loss Ratio (MLR) Reports	1.20.6 – Medical Loss Ratio 1.21.1.6 – Required Data Collection and Reports 1.21.1.23 – Financial Performance Reports	Within nine (9) months of the end of the MLR Reporting Year	RM
62	Medical Management Committee Reports and Minutes	1.21.1.6 – Required Data Collection and Reports	N/A	N/A
63	Monthly Social Media Calendar	1.11.7.7 – Social Media and Mobile Applications	Prior to social media post	N/A
64	Network Adequacy	1.19.5.1 – Encounter Data Detail and Format 1.21.1.15 – Provider Network Development Reports	N/A	N/A
65	Network Adequacy Exception Process	1.12.5 – Network Adequacy Exception Process 1.21.1.15 – Provider Network Development Reports	N/A	N/A
66	OID Filings	1.21.1.23 – Financial Performance Reports 1.20.1 – Financial Stability	N/A	N/A
67	Oral Health Performance Measures Report	1.10.5.1 – Oral Health Performance Measures	N/A	N/A
68	Out-of-State Services	1.21.1.11 – Dental Management Reports	N/A	N/A

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#	Deliverable Name	Requirement Location(s)	Due Date	Frequency
69	Overpayments Report	1.14.2.1 – Overpayments 1.18.6 – Reporting Overpayments 1.21.1.21 – Program Integrity Reports	Within three (3) Business Days of Contractor’s identification or recovery of the Overpayment	RM
70	Overpayments to Providers Policies, Procedures, Timelines, and Documentation Requirements	1.18.11.1 – Treatment of Recoveries Made by Contractor of Overpayments to Providers	Prior to Readiness Review	N/A
71	Ownership, Controlling Interest and Managing Employee Disclosures	1.18.9.1 – Required Ownership, Controlling Interest and Managing Employee Disclosures 1.18.9.3 – When Disclosures of Persons with An Ownership or Controlling Interest Are Required	Multiple as specified in Section 1.18.9.3: “When Disclosures of Persons with an Ownership or Controlling Interest Are Required”	N/A
72	Participating Provider Network Listing	1.12.1.6 – Participating Provider Network Listing	No later than five (5) Business Days before the end of each month	Monthly/Upon Request
73	Participating Provider Satisfaction Survey Results and Action Plan	1.10.1. Quality Rating System 1.10.4.2. – Provider Satisfaction Surveys 1.21.1.6 – Required Data Collection and Reports 1.21.1.13 – Quality Improvement Reports	N/A	Annually
74	Participating Provider Training, Education, and Technical Assistance Plan	1.13.5 – Provider Education, Training and Technical Assistance 1.21.1.16 – Provider Services Report	RM	Annually
75	PCD Provider Assignment	1.21.1.14 – SoonerSelect Dental Enrollee Services Reports	N/A	N/A

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<b>#</b>	<b>Deliverable Name</b>	<b>Requirement Location(s)</b>	<b>Due Date</b>	<b>Frequency</b>
76	Performance Data and Reports	1.24.10 – Post-Transition Contract Obligations	Following the termination or expiration of Contract	N/A
77	Performance Improvement Projects Report	1.10.3.1 – QAPI Program 1.10.6 – Performance Improvement Projects (PIPs) 1.21.1.13 – Quality Improvement Reports	Upon Request	No less than annually/Upon Request
78	Value-Based Payment Plan	1.12.2.2 – Minimum Content Requirements 1.14.1.6 – Value-Based Provider Payments	TBS	Annually
79	Value-Based Payment Reports	1.14.1.6 – Value-Based Provider Payments 1.21.1.17 – Provider Payment Reports	Quarterly	Quarterly
80	Persons with an Ownership or Controlling Interest Disclosures	1.18.9.2 – Persons with an Ownership or Controlling Interest	N/A	N/A
81	Plan for Identifying and Assisting SoonerSelect Dental Enrollees with LEP	1.11.8.4 – Multilingual Representatives	N/A	N/A
82	Policies and Procedures	1.4.7 – Policies and Procedures	Prior to adoption and implementation/Readiness Review	Upon Request
83	Previous year's QAPI program evaluation	1.10.3.3 – QAPI Documentation	N/A	Annually

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#	Deliverable Name	Requirement Location(s)	Due Date	Frequency
84	Prior Authorization Report	1.7 – Covered Benefits 1.8.1 – Dental Utilization Management Program Components 1.8.4 – Authorization Process 1.21.1.11 – Dental Management Reports	N/A	N/A
85	Proposed Medicaid Advisory Committee Membership	1.11.10 – Medicaid Dental Advisory Committee	Prior to convening the first meeting	Upon any changes
86	Provider Agreement Termination CAP	1.12.6.2.1 – Notification to OHCA of Participating Provider Network Changes	When a Provider Agreement is terminated	N/A
87	Provider Agreements	1.12.2.2 – Minimum Content Requirements 1.12.2.4.1 PCD Provider Agreements	Prior to Readiness Review and upon request	Upon Request
88	Provider Appeals of Provider Agreement Terminations Documentation	1.12.6.1 – Participating Provider Contract Termination Appeal Rights	Upon Request	Upon Request
89	Provider Application Denials	1.21.1.15 – Provider Network Development Reports	N/A	N/A
90	Provider Change in Circumstance Report	1.18.3.2 – Reporting Provider Changes in Circumstance 1.21.1.14 – SoonerSelect Dental Enrollee Services Reports	Within three (3) Business Days of Contractor’s receipt of information	N/A

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#	Deliverable Name	Requirement Location(s)	Due Date	Frequency
91	Provider Complaint and Appeals Log	1.13.6 – Provider Complaint System 1.21.1.6 – Required Data Collection and Reports 1.21.1.16 – Provider Services Report	RM	At least weekly during implementation and monthly thereafter on Provider Complaint volume and resolution
92	Provider Credentialing Report	1.12.3 - Credentialing 1.21.1.13 – Quality Improvement Reports	N/A	N/A
93	Provider Directory	1.11.15.3 – Submission Process and OHCA Approval	At least thirty (30) Days prior to distribution	N/A
94	Provider Enrollment and Disenrollment Data	1.12.7 – Submission of Provider Disenrollment Data to OHCA 1.21.1.6 – Required Data Collection and Reports	Disenrollment: At least ten (10) Business Days in advance of sending notice of Disenrollment to impacted Provider	N/A
95	Provider Network Development and Management Plan	1.12.1.5 – Provider Network Development and Management Plan 1.21.1.15 – Provider Network Development Reports	At Contract award	Annually and upon any significant change
96	Provider Profiling Report	1.10.8 Provider Profiling 1.21.1.13 – Quality Improvement Reports	N/A	Quarterly
97	Provider Services Call Center Training	1.13.2.3 – Provider Services Call Center Training 1.21.1.16 – Provider Services Report	N/A	N/A



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98	Provider Services Policies and Procedures	1.13.1 – Policies and Procedures 1.13.6.1 Provider Reconsiderations 1.13.6.2 Provider Appeals	Readiness Review and Upon Request	Upon Request
99	Provider-Preventable Payments	1.14.2.4 – Provider-Preventable Conditions 1.21.1.17 – Provider Payment Reports	N/A	N/A
100	Public Website URL	1.19.11 – Accessibility	N/A	N/A
101	QAPI Program Description and Work Plan	1.10.3.2 – Oversight of QAPI Program 1.10.3.3 – QAPI Documentation 1.21.1.6 – Required Data Collection and Reports 1.21.1.13 – Quality Improvement Reports	N/A	Annually
102	Quality Improvement Committee (QIC) Meeting Minutes	1.10.3.2 – Oversight of QAPI Program	After the completion of the following QIC meeting in which the minutes are approved	Upon Request/ During annual on-site EQRO review or accreditation review
103	Quality Performance Measures Report	1.10.5 – Quality Performance Measures 1.21.1.13 – Quality Improvement Reports	N/A	Annually
104	Quality Rating System	1.10.1 – Quality Rating System 1.21.1.13 – Quality Improvement Reports	N/A	N/A
105	Rate Cell Financial Reports	1.21.1.23 – Financial Performance Reports	N/A	N/A
106	Rating Period One (1) – Proposals	1.10.6 – Performance Improvement Projects (PIPs)	N/A	Annually

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107	Request to combine functions	1.4.6. – Staffing	Within thirty (30) Days of Contract award	N/A
108	Resume and Job description	1.4.6.5 – Changes in Governing Body and Key Staff	RM	RM
109	Resuming Operations Plan	1.21.13 – Disaster Preparation and Data Recovery	Upon Request	Upon Request
110	Sample SoonerSelect Dental Enrollee ID Card	1.11.6 –SoonerSelect Dental Enrollee ID Card	Prior to Readiness Review	N/A
111	Security Change Proposal	1.19.8 – System Security	Not later than sixty (60) Days before the date of planned implementation	N/A
112	SoonerSelect Dental Enrollee Change in Circumstance Report	1.18.3.1 – Reporting SoonerSelect Dental Enrollee Changes in Circumstance	Within five (5) Business Days of Contractor’s receipt of information	N/A
113	SoonerSelect Dental Enrollee Grievance and Appeal Reports	1.16.2. – Recordkeeping 1.21.1.6 – Required Data Collection and Reports 1.21.1.19 – Grievance and Appeal Reports	No later than three (3) Business Days after the date of request for State Fair Hearing	N/A
114	SoonerSelect Dental Enrollee Grievance and Appeal System Policies and Procedures	1.16.3 – Written Policies Requirement	Readiness Review	N/A
115	SoonerSelect Dental Enrollee Materials Tracking Report	1.11.3.9 – Monitoring Effectiveness of Contractor Materials	TBS	Quarterly

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116	SoonerSelect Dental Enrollee Roster and Provider Attributions	1.19.6 – Health Information Exchange	TBS	TBS
117	SoonerSelect Dental Enrollee Satisfaction Survey Results	1.21.1.6 – Required Data Collection and Reports 1.21.1.13 – Quality Improvement Reports	N/A	N/A
118	SoonerSelect Dental Enrollee Services Call Center	1.11.8.2 – SoonerSelect Dental Enrollee Services Call Center Performance Standards 1.21.1.14 – SoonerSelect Dental Enrollee Services Reports	At the end of each Contract Year	Annually
119	SoonerSelect Dental Enrollee Services Call Center Training	1.11.8.3 – Call Center Training 1.21.1.14 – SoonerSelect Dental Enrollee Services Reports	Readiness Review	Annually
120	SoonerSelect Dental Enrollees Accessibility Plan	1.11.1 – Accessibility of SoonerSelect Dental Enrollee Information	Prior to Readiness Review	N/A
121	SoonerSelect Dental Enrollees Accessibility Report	1.11.7.4 – 508 Compliance	Upon Request	Upon Request
122	SoonerSelect Dental Enrollees and Marketing Materials Templates	1.11.3.2 – Prior Approval Process	Ninety (90) Days prior to intended use of materials	N/A
123	SoonerSelect Disenrollment Request	1.6.7.1 – Contractor Request 1.24.7.3 – Enrollment and Disenrollment Reports	TBS	N/A
124	Staff Access List	1.19.8 – System Security	Upon Request	Upon Request

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125	Staff Training Documentation	1.4.6.6 – Staff Training 1.18.2.2 – Compliance Education and Training	Upon Request	Upon Request
126	Staffing Plan and Implementation Plan	1.4.6.4 – Staffing Plan and Implementation Plan 1.21.1.8 – Administrative Reports	Within thirty (30) Days after Contract award	N/A
127	State Fair Hearings	1.21.1.19 – Grievance and Appeal Reports	N/A	N/A
128	Subcontractor Compliance	1.4.3 – Subcontracting 1.24.7.2 – Administrative Reports	N/A	N/A
129	Subcontractor Transition Plan	1.4.3 - Subcontracting	At least thirty (30) Days in advance of any contractual changes	N/A
130	Survey Proposal	1.10.4.1 – Consumer Assessment of Healthcare Providers and Systems (CAHPS®) Surveys	By November 1st of each year	Annually
131	System Performance and System Unavailability Reports	1.19.12.6 – System Performance Notification and Reporting 1.21.1.22 – Information Technology Reports	As soon as possible but no later than two (2) Hours after the problem occurs	N/A
132	Third-Party Payments	1.20.7.9 – Third-Party Payment Resource Information 1.20.7.5 – Third-Party Payment Recovery 1.20.7.7 – Third-Party Subrogation and Recovery 1.21.1.23 – Financial Performance Reports	N/A	N/A
133	T-MSIS and CMS Reporting Data	1.19.1 – General Requirements	N/A	N/A
134	Training Curriculum	1.11.17.2 – Training Curriculum 1.11.17.7 – Marketing Plan	Upon Request	Upon Request

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135	Transactions with Parties in Interest Report	1.18.13.1 – Reporting Transactions 1.18.13.2 – Availability of Reports 1.21.1.21 – Program Integrity Reports	Upon Request	Upon Request
136	TOC Policies and Procedures	1.9.2. – TOC Policies and Procedures 1.11.4. – New SoonerSelect Dental Enrollee Materials and Outreach 1.11.5.4. –SoonerSelect Dental Enrollee Handbook Content 1.21.1.12 – TOC Reports	N/A	N/A
137	Transition Plan	1.24.9 – Transition Period Obligations	N/A	N/A
138	Value-Added Benefits Report	1.7.3 – Value-Added Benefits 1.21.1.10 – Covered Benefits Reports	N/A	N/A
139	Verifying Delivery of Services Report	1.18.4 – Verifying Delivery of Services 1.21.9.1 – General Requirement 1.21.1.21 – Program Integrity Reports	RM	Quarterly
140	Website Utilization Report	1.11.3.9 – Monitoring Effectiveness of Contractor Materials 1.21.1.14 – SoonerSelect Dental Enrollee Services Report	N/A	N/A
141	Written Disclosure of Prohibited Affiliations and Exclusions	1.18.9 – Written Disclosures 1.18.10.4 – Written Disclosure	N/A	N/A