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

WHEREAS, the Oklahoma Health Care Authority (OHCA) issued a series of official SoonerSelect memoranda communicating required programmatic, operational, and contractual changes to Liberty Dental Plan of Oklahoma, Inc. (Contractor);

WHEREAS, such memoranda were effective upon issuance and implemented operationally by the Contractor as directed by OHCA;

WHEREAS, certain provisions described in those memoranda were not formally incorporated into the Contract;

WHEREAS, OHCA and Contractor also desire to clarify, refine, and update certain Contract provisions to align with current program operations and administrative practices;

WHEREAS, the annual term of the Contract for State Fiscal Year (SFY) 2026 will expire on June 30, 2026;

WHEREAS, the Contract has four remaining options to renew that OHCA may exercise; and

WHEREAS, the capitation rates require adjustment for SFY 2027.

NOW THEREFORE, this Amendment Nine to the Contract associated with Solicitation Number 8070001412:
(1) formally incorporates and codifies applicable memoranda issued by OHCA;
(2) includes additional clarifications, refinements, and administrative updates necessary to align the Contract with current operations;
(3) includes the renewal of the Contract for an additional year; and
(4) updates capitation rates for SFY 2027.

The following revisions are hereby incorporated into the Contract:

Section 1.2.6 Contract Term

Section 1.2.6 shall be replaced in its entirety by the following:

> In accordance with Article X of the Oklahoma State Constitution, this initial Contract shall begin upon Notice of Award and terminate on June 30, 2025. 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 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 seventeen (17) months (February 1, 2024 through June 30, 2025). Each subsequent Rating Period shall be twelve (12) months (July 1-June 30).

ADD NEW Section 1.2.6.1 Contract Renewal

The following language will be added under a new section titled "*Section 1.2.6.1: Contract Renewal*":

> Pursuant to the terms of the original Agreement, OHCA hereby exercises its option to renew the contract for an additional one-year term. The new Contract period shall begin on July 1, 2026, and end on June 30, 2027, unless terminated earlier in accordance with the Agreement.
>
> To exercise an annual option to renew this Contract, OHCA may issue a written change order to the original purchase order to the Contractor. The renewal will become effective upon mutual signature. The decision to renew is based on the needs of the OHCA, funding availability, and is at the sole discretion of the OHCA. The Contract may also be renewed by an amendment to this Section 1.2.6.1.

Section 1.5.4 Excluded Populations

Section 1.5.4 shall be revised as follows:

Following the paragraph that states '*The following Eligibles will be excluded from Enrollment in SoonerSelect:*', a new bulleted item 'm' is added. No items are being deleted.

> m. Individuals enrolled in the SoonerPlan program receiving family planning services only.

The remaining language of Section 1.5.4 remains unchanged.

Section 1.6.2.3 Initial Contractor Selection Process

Section 1.6.2.3 shall be replaced in its entirety as follows:

> OHCA, at its discretion, may allow up to thirty (30) 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.

Section 1.6.5 Annual and Special Enrollment Periods

Section 1.6.5 shall be revised as follows:

The paragraph beginning with '*SoonerSelect Dental Enrollees will be informed…*' and ending with '*…of this Contract.*' shall be replaced with the following:

> 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. Only SoonerSelect Dental Enrollees who elected to make a change during the OEP will be permitted to change plans 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. SoonerSelect Dental Enrollees who do not select a new Dental Benefit Manager during the OEP will remain in their current Dental Benefit Manager and will not be eligible for the ninety (90) Day change period, unless otherwise required by State or federal law.

The remaining language of Section 1.6.5 remains unchanged.

Section 1.7.5 School-Based Services

Section 1.7.5 shall be revised as follows:

The first paragraph of this section is deleted and replaced as follows:

> School-based services shall not be implemented into the SoonerSelect Dental program until July 1, 2027. Until implementation is complete, school-based services shall continue to be processed and reimbursed directly through OHCA in accordance with existing reimbursement practices. Beginning July 1, 2027, Contractor shall reimburse OHCA-enrolled qualified school providers 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.

The remaining language and standards in Section 1.7.5 shall remain unchanged.

Section 1.8.5.2.1 Standard Prior Authorizations

Section 1.8.5.2.1 shall be revised as follows:

The paragraph beginning with '*The Contractor shall decide…*' and ending with '*…to make a determination on the Prior Authorization*' shall be replaced as follows:

> In accordance with 42 CFR § 438.210 and 56 O.S. §4002.6, the Contractor shall decide standard Prior Authorization requests as expeditiously as the SoonerSelect Enrollee's health requires and in no event later than seven (7) calendar days after receipt of the request for service.

A new paragraph is added at the end of Section 1.8.5.2.1 as follows:

> If an extension is granted that is not requested by the Enrollee, the Contractor shall provide the Enrollee with a written explanation and information on how to file an Appeal unless the extension does not exceed forty-eight (48) hours beyond the initial seven (7)-day timeframe. Once an extension exceeds forty-eight (48) hours beyond the initial timeframe, the Contractor must issue the required written notice.

The remaining language of Section 1.8.5.2.1 remains unchanged.

Section 1.8.5.2.2 Expedited Prior Authorizations

Section 1.8.5.2.2 shall be revised as follows:

The paragraph beginning with '*If the Provider indicates…*' and ending with '*…to make a determination on the Prior Authorization*' shall be replaced as follows:

> In accordance with 42 CFR § 438.210 and 56 O.S. §4002.6, if the Provider indicates or if the Contractor is aware that the Enrollee has a need for urgent health care services and that adhering to the standard seven (7) Calendar Day timeframe could jeopardize the Enrollee's life, health or ability to attain, maintain, or gain maximum function, the Contractor shall decide the Prior Authorization for relevant services as expeditiously as necessary and in no event later than seventy-two (72) hours after the receipt of the request for service.

The paragraph beginning with '*No extensions are permitted for Expedited Authorizations…*' shall be replaced as follows:

> No extensions are permitted for Expedited Prior Authorizations except as required to comply with 56 O.S. §4002.6 and federal regulations. If an extension is granted that is not requested by the Enrollee, the Contractor shall provide written notice unless the extension does not exceed forty-eight (48) hours beyond the initial seventy-two (72)-hour timeframe. Once an extension exceeds forty-eight (48) hours beyond the initial timeframe, the Contractor must issue the required written notice.

The remaining language of Section 1.8.5.2.2 remains unchanged.

ADD NEW Section 1.8.5.2.3 Deemed Authorized Services

The following language will be added under a new section titled "*Section 1.8.5.2.3 Deemed Authorized Services*":

> When a Provider submits all required information for a Prior Authorization request and the Contractor fails to make an authorization decision within the applicable statutory or contractual timeframe, the requested service shall be deemed authorized in accordance with 56 O.S. § 4002.6(E)(2).
>
> For services that are automatically deemed authorized, the Contractor shall:
>
> a. Provide notice to the Enrollee indicating the approval was granted due to applicable timeliness requirements and not based on a clinical review, using the OHCA issued model template.
>
> b. Conduct a retrospective medical necessity review within seven (7) Calendar Days of the automatically deemed approval. The Contractor must document the retrospective medical necessity review outcome, including all clinical rational supporting the determination within the Enrollee's record.
>
> i. If the retrospective review determines the Enrollee does not meet criteria for continued services, the Contractor must issue a separate notice to the Enrollee, inclusive of all appeal rights, in accordance with Sections 1.16.6.6 Prior Authorization Denial or Limitation and 1.16.6.7 Expedited Prior Authorization Denial of this Contract.
>
> ii. If the retrospective review determines the service was not medically necessary, the Contractor must identify any claims that were processed and paid for as a

deemed authorized service. CEs shall report these associated expenditures in the appropriate section of the Medical Loss Ratio (MLR) report in accordance with the requirements outlined in the SoonerSelect Reporting Manual and applicable report templates. The Contractor may not recoup payments made for services that were rendered prior to issuance of Adverse Benefit Determination following retrospective review.

c. Comply with all reporting requirements or guidance issued by OHCA related to deemed authorizations.

Section 1.8.5.5 Authorization Denials and Peer-to-Peer Review

Section 1.8.5.5 shall be revised in its entirety as follows:

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 clinical expertise in addressing the SoonerSelect Dental Enrollee's healthcare needs.

The Contractor shall permit Providers to request a peer-to-peer review 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 relevant to the SoonerSelect Dental Enrollee's clinical needs, which shall include, but not be limited to, Oklahoma-licensed clinical staff in accordance with Section 1.8.5.5.1: "Peer-to-Peer Review Requirements"; and establish uniform rules for Medicaid Provider or Enrollee Appeals across all Contractors in accordance with Section 1.16.6: "Adverse Benefit Determinations."

ADD NEW Section 1.8.5.5.1 Peer-to-Peer Review Requirements

The following new subsection is added:

In accordance with Section 1.8.5.5 "Authorization Denials and Peer-to-Peer Review" of this Contract, Contractor shall permit Providers to request a peer-to-peer review for all Prior Authorization denials or authorizations in an amount, duration, or scope less than requested. Contractor shall make reasonable efforts to contact the requesting Provider to schedule a peer-to-peer review within twenty-four (24) hours of the provider's request. The twenty-four (24) hour timeframe to schedule a peer-to-peer review begins at the time the requesting Provider initiates the request for peer-to-peer review, not at the time the adverse determination is issued.

The Contractor shall document the good faith attempt to contact the requesting Provider within the twenty-four (24) hour timeframe to schedule the peer-to-peer review. Documentation shall include, but not be limited to, the date and time of each outreach attempt, and the outcome of each attempt. All associated documentation should be maintained within the Contractor's record for the requesting Provider and be made available to OHCA upon request.

Section 1.9.1 TOC General Provisions

Section 1.9.1 shall be revised as follows:

The following paragraph will be added at the end of this section:

The Contractor shall support continuity of care for Enrollees transitioning from carceral facilities, including juveniles released from detention or correctional settings, in accordance with the requirements of Section 5121 of the Consolidated Appropriations Act (CAA) of 2023, applicable state policy, and CMS State Health Official guidance (State Health Official Letter #23-004), including coordination of dental services, as specified in Section 1.9.9: "Transitions Between Other Settings for Justice-Involved Youth (JIY)" of this Contract.

The remaining language and standards in Section 1.9.1 shall remain unchanged.

ADD NEW Section 1.9.3.1 Transition of Care Authorizations Upon Return to OHCA

The following language will be added under a new section titled "*Section 1.9.3.1 Transition of Care Authorizations Upon Return to OHCA*":

When a SoonerSelect Dental Enrollee transitions from a Contractor back to coverage administered directly by the Oklahoma Health Care Authority (OHCA), OHCA shall grant a ninety (90) day transition period during which previously authorized services may continue without additional medical necessity determination, consistent with applicable federal and state transition of care requirements.

If, at the time the SoonerSelect Dental Enrollee returns to OHCA, the SoonerSelect Dental Enrollee is already receiving services under a ninety (90) day transition of care authorization issued by a Contractor, OHCA shall honor such authorization for a period of up to thirty (30) days from the effective date of the SoonerSelect Dental Enrollee's return to OHCA.

This thirty (30) day continuity period is intended to serve as a short-term bridge to ensure uninterrupted care while permitting OHCA to complete any required medical necessity review based on existing authorization records and documentation.

In rare or unique eligibility circumstances not expressly contemplated by this section, OHCA shall determine the appropriate transition of care coverage on a case-by-case basis, consistent with state and federal law and in a manner that avoids unnecessary disruption of medically necessary services.

Section 1.9.5 Transitions of Care Between Dental Benefit Managers, Contractors, and OHCA

Section 1.9.5 shall be revised as follows:

The title of Section 1.9.5, originally named '*TOC Between Dental Benefit Manager Contracted Entities*', shall be renamed to '*Transitions of Care Between Dental Benefit Managers, Contractors, and OHCA'.*

The first paragraph of Section 1.9.5 is hereby replaced in its entirety with the following:

When a SoonerSelect Dental Enrollee transitions from another managed care entity to Contractor, or from Contractor to OHCA, the receiving Contractor and/or OHCA shall be responsible for requesting from the surrendering managed care entity any data necessary to facilitate a seamless transition of care. Such data shall include, but not be limited to, utilization data and Provider information. When Contractor receives requests from another managed care entity and/or OHCA for transition-related information regarding a former Enrollee, Contractor shall transmit such information within five (5) Days for data available electronically and within thirty (30) Days for data 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.

The remaining language and requirements of Section 1.9.5 shall remain unchanged.

ADD NEW Section 1.9.9 Transitions Between Other Settings for Justice-Involved Youth (JIY)

The following language will be added under a new section titled "*Section 1.9.9 Transitions Between Other Settings for Justice-Involved Youth (JIY)*":

> The Contractor shall support transition of care processes for JIY who become enrolled in the SoonerSelect Dental program following release from incarceration. The Contractor shall ensure a coordinated transition between pre-release case management activities and post-release care management services.
>
> Responsibilities include, but are not limited to:
>
> a. Coordination with OHCA and SoonerSelect Contractors and designated case management providers involved in pre-release planning;
> b. Coordination with Reconnect partner agencies, as applicable;
> c. Establishing a process for completion of dental screenings and ensuring appropriate linkage to dental services;
> d. Ensuring outreach to newly enrolled JIY Enrollees within a timeframe established by OHCA following release, and continuing outreach using multiple modalities as appropriate;
> e. Facilitating access to medically necessary oral health and social support services;
> f. Ensuring continuity of previously authorized dental services in accordance with clinical appropriateness;
> g. Supporting coordination of dental services, as applicable, for members transitioning from incarceration, consistent with the member's overall care plan; and
> h. Transition of care activities shall align with OHCA enrollment policies and the standard SoonerSelect enrollment timeline consistent with Section 1.6.3 'Enrollment Effective Date' of this Contract.
>
> The Contractor shall participate in OHCA-approved data sharing, reporting, and monitoring activities related to JIY transitions, including those required for CMS evaluation and oversight. The Contractor shall support and document completion of warm handoff activities, which include, but are not limited to:
>
> a. Provider-to-provider communication
> b. Confirmation of scheduled services and appointments
> c. Member engagement with receiving providers
>
> The Contractor shall adjust care coordination and transition activities in response to updated or revised release dates and reinitiate transition workflows as necessary.

Section 1.10.6 Performance Improvement Projects (PIPs)

Section 1.10.6 shall be revised as follows:

The paragraph beginning with '*Contractors are required to…*' and ending with '*…All PIPs are subject to final approval by OHCA.*' shall be replaced with the following:

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. PIPs may be active for up to three (3) years. An active PIP in continuation from a previous year will be counted towards satisfying the required number of conducted PIPs each year.

All remaining language in Section 1.10.6 shall remain unchanged.

Section 1.11.6 SoonerSelect Dental Enrollee ID Card

Section 1.11.6 shall be revised as follows:

The paragraph beginning with '*The Contractor shall distribute…*' and ending with '*…such as durable laminated paper.*' shall be replaced with the following:

The Contractor shall distribute a 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. Contractors must comply with Section 1.11.3.5 'Distribution Guidelines' of this Contract, including all requirements that must be met for the Contractor to utilize electronic delivery of required materials. When/if the Contractor provides a physical ID card at the initial distribution, the Contractor must provide the SoonerSelect Dental Enrollee the option to receive an electronic ID card. Physical ID cards must be made out of durable material suitable for everyday use, such as durable laminated paper.

All remaining language in Section 1.11.6 shall remain unchanged.

Section 1.13.3.1 General Website Requirements (Memo 2025-01)

Section 1.13.3.1 shall be revised as follows:

The paragraph beginning with '*As part of this website…*' and ending with '*…Functionality shall include but not be limited to:*' shall be replaced with the following:

As part of this website, the Contractor must include a Provider portal that includes functionalities to support Provider services. The Contractor may maintain multiple portals or vendor solutions, provided all required functionalities are available, accessible, and compliant with OHCA requirements. Functionality shall include but not be limited to:

All remaining language in Section 1.13.3.1 shall remain unchanged.

Section 1.14.1.1 Participating Provider Payment

Section 1.14.1.1 shall be revised as follows:

The paragraph beginning with: "*The Contractor shall ensure that rates…*" and ending with "*…value-based payment arrangements or other alternative payment agreements.*" is hereby replaced in its entirety with the following:

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 rates comply with all State and federal provisions regarding rate setting. Pursuant to 56 O.S. § 4002.12, until July 1, 2027, Contractor must adopt the OHCA-established fee schedule at one hundred percent (100%) of the

rate in effect at the time the service was rendered as the minimum reimbursement rate for Participating Providers who have not entered into value-based payment arrangements or other alternative payment agreements.

All remaining language and requirements of Section 1.14.1.1 remain unchanged.

Section 1.16.6.1 General Requirements

Section 1.16.6.1 shall be revised as follows:

The following paragraph shall be added at the end of this section as follows:

A deemed authorization in accordance with Section 1.8.6.3.1 "Deemed Authorized Services" of this Contract, resulting from Contractor's failure to meet applicable Prior Authorization (PA) timeliness requirements outlined in Section 1.8.6.3 "Timeliness Standards" of this Contract shall not constitute an Adverse Benefit Determination.

All remaining language and requirements of Section 1.16.6.1 remain unchanged.

Section 1.16.6.6 Prior Authorization Denial or Limitation

Section 1.16.6.6 shall be replaced in its entirety as follows:

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 a "Standard authorization decision" under 42 C.F.R. § 438.210(d)(1) to deny or limit services, the Contractor shall provide notice to the SoonerSelect Dental Enrollee as expeditiously as the Enrollee's condition requires and no later than seven (7) Calendar Days after receipt of the request for service. Following any extension granted under Section 1.8.5.21 of this Contract, the Contractor may extend the notice timeframe to the end of the extension timeframe granted under Section 1.8.5.2 if:

- The SoonerSelect Dental Enrollee or Provider acting as the Authorized Representative of the SoonerSelect Dental Enrollee requests an extension; or

- The Contractor, if OHCA requests justification, demonstrates a need for additional information and how the extension is in the SoonerSelect Dental Enrollee's interest.

Section 1.16.6.7 Expedited Prior Authorization Denial

Section 1.16.6.7 shall be replaced in its entirety as follows:

In accordance with 42 C.F.R. §§ 438.404(c)(6) and 438.210(d)(2), when the action for which the notice of Adverse Benefit Determination is being provided is an "Expedited authorization decision" under 42 C.F.R. § 438.210(d)(2) to deny or limit services or is an Adverse Benefit Determination made on a Prior Authorization listed as an Expedited Prior Authorization under Section 1.8.5.2.2 "Expedited Prior Authorizations" of this Contract, the Contractor shall provide notice to the Enrollee as expeditiously as the Enrollee's condition requires and no later than seventy-two (72) hours after receipt of the request for service or no later than twenty-four (24) hours after receipt of the request for service depending on the decision timeframe permitted in Section 1.8.5.2 of the Contract.

Section 1.16.6.8 Untimely Prior Authorization Decisions

Section 1.16.6.8 shall be replaced in its entirety as follows:

When Prior Authorization decisions are not reached within the applicable timeframes for either Standard Prior Authorizations or Expedited Prior Authorizations, the Prior Authorization is automatically deemed approved in accordance with 56 O.S. § 4002.6(E)(2). The Contractor shall give notice of a request for authorization that has been deemed approved on the date that the timeframe expires.

Section 1.16.8.4 Contractor State Fair Hearing Support

Section 1.18.8.4 shall be replaced in its entirety as follows:

The Contractor shall ensure that it is represented at all State Fair Hearings before the OHCA Administrative Court by legal counsel licensed to practice law in the State of Oklahoma. Legal counsel shall be responsible for preparation and submission of required documentation, participation in hearings, and coordination with OHCA and the Office of Administrative Hearings.

In addition to legal representation, 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 the 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. Ensuring complete and accurate submission of the required State Fair Hearing summary and evidence packet within fifteen (15) Calendar Days of notification of the request for a State Fair Hearing, in accordance with OAC 317:2-3-12(d).

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, at minimum, meeting the regulations at 42 C.F.R. § 431.244.

d. 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 within the confines of the federal regulations, 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.

Section 1.19.5.4 Timeliness Remediation

Section 1.19.5.4 is hereby replaced in its entirety with the following:

Within sixty (60) Days of receipt of notice by OHCA of encounters being denied or rejected, the Contractor must accurately resubmit ninety-five (95%) of all encounters.

Appendix 1A: Acronyms

The following acronyms shall be added to Appendix 1A:

CAA – Consolidated Appropriations Act

JIY – Justice Involved Youth

SHO – State Health Official

Appendix 1C: Quality Performance Withhold Program

Appendix 1C shall be revised as follows:

The following language replaces all content under Subsection 4 titled '*SoonerSelect Dental Performance Measures*:

The Contractor shall be responsible for reporting on the applicable CMS Core Set quality measures from the following domain: Dental and Oral Health Services.

A list of the CMS Core Set quality measures can be found here (Child and Adult Health Care Quality Measures | Medicaid)[1]. In addition, the Contractor shall also report performance on the Dental quality measure(s) listed in the table below.

SoonerSelect Dental Quality Performance Measures

[1] https://www.medicaid.gov/medicaid/quality-of-care/performance-measurement/adult-and-child-health-care-quality-measures

Performance Measures	Frequency	Definition	Measure Set
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	Dental Quality Alliance (DQA) (ADA)

The following language replaces all content under Subsection 5 titled '*Outcome Measures and Payment Structure*':

During the first Contract Rating Period, the Contractor shall 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 Withold in Contract Year 2 (see Section 2: "Quality Performance Withhold " of this Appendix). Calendar year 2025 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 back by meeting Annual Target Criteria for each measure, as determined by either of the following:

a. *Improvement:* Delivering a 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

#	Performance Measure	Sub Measure(s)	Measurement Set/Source	Amount of Capitation Quality Withhold	CY 2025 Baseline Rate	Annual Target Criteria
1	Oral Evaluation, Dental Services (OEV-CH)	Total Rate	CMS Child Core Set	Twenty-five percent (25%) of total capitation quality withhold	TBD	Two (2) Percentage Point Improvement or meeting or exceeding OHCA identified benchmark
2	Topical Fluoride for Children (TFL-CH)	Percentage of enrolled children ages 1 through 20 who received at least two topical fluoride applications as: (2) Dental services	CMS Child Core Set	Twenty-five percent (25%) of total capitation quality withhold	TBD	Two (2) Percentage Point Improvement or meeting or exceeding OHCA identified benchmark

#	Performance Measure	Sub Measure(s)	Measurement Set/Source	Amount of Capitation Quality Withhold	CY 2025 Baseline Rate	Annual Target Criteria
3a	Sealant Receipt on Permanent First Molars (SFM CH)	Percentage of enrolled children who have ever received sealants on permanent first molar teeth by the 10th birthdate: (1) at least one sealant	CMS Child Core Set	Twelve and a half percent (12.5%) of total capitation quality withhold	TBD	Two (2) Percentage Point Improvement or meeting or exceeding OHCA identified benchmark
3b	Sealant Receipt on Permanent First Molars (SFM CH)	Percentage of enrolled children who have ever received sealants on permanent first molar teeth by the 10th birthdate: (2) all four molars sealed	CMS Child Core Set	Twelve and a half percent (12.5%) of total capitation quality withhold	TBD	Two (2) Percentage Point Improvement or meeting or exceeding OHCA identified benchmark
4	Periodontal Evaluation in Adults with Periodontitis	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	Dental Quality Alliance (DQA) (ADA)	Twenty-five percent (25%) of total capitation quality withhold	TBD	Two (2) Percentage Point Improvement or meeting or exceeding 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.

The remaining subsections of Appendix 1C remain unchanged.

Appendix 1E: Liquidated Damages

In accordance with Memo 2026-03, the following contract requirement, performance standard, and liquidated damages are revised for dates of service on/after January 1, 2026:

Contract Requirement	Performance Standard	Liquidated Damages
Section 1.8.5.2: "Timeliness Standards" Section 1.16.6.6: "Prior Authorization denial or Limitation" Section 1.16.6.7: "Expedited Prior Authorization Denial"	The Contractor fails to comply with the timeliness requirements for processing prior authorizations. Contractor performance will be measured using a Timely Decision Rate (TDR), defined as: TDR = (Number of Timely Determinations ÷ Total Number of Completed Prior Authorization Requests) × 100 For purposes of performance measurement: a. A Timely Determination is a prior authorization decision rendered within the applicable contractual timeframe, prior to any deemed authorized triggers. b. Completed Prior Authorization Requests include all Prior Authorization requests for which final a disposition (approval, denial, or auto approval) is rendered during the measurement period. i. Prior Authorization requests that are withdrawn, canceled, or pended beyond the measurement period shall be excluded from the calculation. ii. All Prior Authorization requests processed during the measurement period must be included in the calculation.	OHCA may assess liquidated damages based on aggregate performance, as determined by the TDR, if a Contractor fails to meet timeliness requirements as measured by the TDR: a. TDR ≥ 98.00%: No damages will be assessed b. TDR 96.00% – 97.99%: Damages assessed at $5,000 per calendar month. c. TDR ≤ 95.99%: Damages assessed at $10,000 per calendar month.

The remaining language in Appendix 1E remains unchanged.

Appendix 1F: List of Deliverables to OHCA

Appendix 1F shall be deleted from the contract. Reference to all necessary requirements and deliverables can be found in the contract and SoonerSelect Reporting Manual.

SoonerSelect Dental Program Capitation Rates

The attached Appendix A.1 serves to provide capitation rates for the State's SoonerSelect Dental program benefits for the period of July 1, 2026, through June 30, 2027.

The Oklahoma Health Care Authority (OHCA) and the Contractor mutually consent to the capitated rates provided in Appendix A.1, which is attached and incorporated herein.

In the event of any conflict between the terms of this Amendment and any prior version of the Contract, the terms of this Amendment shall control. Except as expressly amended by this Amendment, all other terms and conditions of the Contract shall remain in full force and effect.

Nothing in this Amendment shall be construed to waive federal Medicaid requirements, State Plan provisions, or applicable federal regulations, all of which shall supersede Contract terms where required by law, nor shall this Amendment be interpreted to waive or limit any rights, remedies, or enforcement authority of OHCA under the Contract, applicable State law, or federal Medicaid regulations.

The parties executing this Amendment represent that they are duly authorized to bind their respective organizations to the terms of this Amendment. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

This Amendment shall become effective on July 1, 2026, or upon the date of the last signature by both parties, whichever occurs first. All other terms and provisions of the Agreement shall remain unchanged and in full force and effect.

EXECUTED

Nicole Nantois
Nicole Nantois (Jun 24, 2026 18:11:02 CDT)

Jun 24, 2026

Nicole Nantois, CEO
(Or her Authorized Designee)
Liberty Dental Plan of Oklahoma, Inc.

Jun 26, 2026

Clay Bullard, Chief Executive Officer
(Or his Authorized Designee)
Oklahoma Health Care Authority

Appendix A.1

Oklahoma Health Care Authority

SoonerSelect Dental Managed Care Capitation Rates

SFY27 (July 1, 2026 - June 30, 2027)

Withhold: 1.5% **Withhold NRA:** 0.8%

EXHIBIT 1

DRAFT

					*a = b * (1-1.5%)*	*b*	*c = b * (1-0.75%)*		
Region	Population Group	Age/Gender	Voluntary	Projected Member Months	SFY27 Rate Net of Withhold	SFY27 Developed Rate	SFY27 Certified Rate (net of withhold not reasonably achievable)	SFY26 Certified Rate	Difference
STATEWIDE	CUST	< 6 Years, Male and Female	N	23,044	$ 21.15	$ 21.47	$ 21.31	$ 18.59	15%
STATEWIDE	CUST	< 6 Years, Male and Female	Y	5,926	$ 17.84	$ 18.11	$ 17.98	$ 19.96	-10%
STATEWIDE	CUST	6+ Years, Male and Female	N	27,421	$ 57.32	$ 58.19	$ 57.75	$ 36.92	56%
STATEWIDE	CUST	6+ Years, Male and Female	Y	5,141	$ 50.80	$ 51.58	$ 51.19	$ 28.90	77%
STATEWIDE	FFC	All Ages, Male and Female	N	5,282	$ 15.76	$ 16.00	$ 15.88	$ 13.69	16%
STATEWIDE	FFC	All Ages, Male and Female	Y	505	$ 40.36	$ 40.97	$ 40.66	$ 28.33	44%
EAST	TANF/CHIP Child/Adoption	< 6 Years, Male and Female	N	256,907	$ 17.06	$ 17.32	$ 17.19	$ 17.28	-1%
OKC	TANF/CHIP Child/Adoption	< 6 Years, Male and Female	N	355,077	$ 20.33	$ 20.64	$ 20.49	$ 17.88	15%
TULSA	TANF/CHIP Child/Adoption	< 6 Years, Male and Female	N	269,219	$ 19.06	$ 19.35	$ 19.20	$ 17.33	11%
WEST	TANF/CHIP Child/Adoption	< 6 Years, Male and Female	N	463,799	$ 16.02	$ 16.26	$ 16.14	$ 15.51	4%
EAST	TANF/CHIP Child/Adoption	< 6 Years, Male and Female	Y	54,777	$ 17.94	$ 18.22	$ 18.08	$ 16.67	8%
OKC	TANF/CHIP Child/Adoption	< 6 Years, Male and Female	Y	13,451	$ 19.81	$ 20.11	$ 19.96	$ 18.09	10%
TULSA	TANF/CHIP Child/Adoption	< 6 Years, Male and Female	Y	19,076	$ 17.46	$ 17.72	$ 17.59	$ 13.67	29%
WEST	TANF/CHIP Child/Adoption	< 6 Years, Male and Female	Y	35,386	$ 16.59	$ 16.84	$ 16.71	$ 15.21	10%
EAST	TANF/CHIP Child/Adoption	6-14 Years, Male and Female	N	384,659	$ 30.69	$ 31.16	$ 30.92	$ 28.64	8%
OKC	TANF/CHIP Child/Adoption	6-14 Years, Male and Female	N	505,269	$ 35.79	$ 36.33	$ 36.06	$ 29.96	20%
TULSA	TANF/CHIP Child/Adoption	6-14 Years, Male and Female	N	380,377	$ 33.72	$ 34.24	$ 33.98	$ 30.99	10%
WEST	TANF/CHIP Child/Adoption	6-14 Years, Male and Female	N	690,502	$ 30.69	$ 31.16	$ 30.93	$ 28.74	8%
EAST	TANF/CHIP Child/Adoption	6-14 Years, Male and Female	Y	72,627	$ 29.58	$ 30.03	$ 29.80	$ 28.05	6%
OKC	TANF/CHIP Child/Adoption	6-14 Years, Male and Female	Y	15,945	$ 34.15	$ 34.67	$ 34.41	$ 30.47	13%
TULSA	TANF/CHIP Child/Adoption	6-14 Years, Male and Female	Y	24,009	$ 32.42	$ 32.91	$ 32.67	$ 29.62	10%
WEST	TANF/CHIP Child/Adoption	6-14 Years, Male and Female	Y	43,783	$ 30.45	$ 30.91	$ 30.68	$ 28.78	7%
EAST	TANF/CHIP Child/Adoption	15+ Years, Male and Female	N	147,723	$ 39.54	$ 40.14	$ 39.84	$ 37.86	5%
OKC	TANF/CHIP Child/Adoption	15+ Years, Male and Female	N	193,784	$ 47.42	$ 48.14	$ 47.78	$ 39.85	20%
TULSA	TANF/CHIP Child/Adoption	15+ Years, Male and Female	N	134,796	$ 40.32	$ 40.93	$ 40.62	$ 38.68	5%
WEST	TANF/CHIP Child/Adoption	15+ Years, Male and Female	N	265,454	$ 41.82	$ 42.46	$ 42.14	$ 37.90	11%
EAST	TANF/CHIP Child/Adoption	15+ Years, Male and Female	Y	25,328	$ 39.58	$ 40.18	$ 39.88	$ 36.27	10%
OKC	TANF/CHIP Child/Adoption	15+ Years, Male and Female	Y	5,823	$ 41.75	$ 42.38	$ 42.06	$ 34.80	21%
TULSA	TANF/CHIP Child/Adoption	15+ Years, Male and Female	Y	8,676	$ 44.54	$ 45.22	$ 44.88	$ 40.88	10%
WEST	TANF/CHIP Child/Adoption	15+ Years, Male and Female	Y	16,146	$ 43.29	$ 43.95	$ 43.62	$ 36.62	19%
EAST	TANF Parent/Caretaker	All Ages, Adult Male and Female	N	161,542	$ 28.27	$ 28.70	$ 28.48	$ 25.47	12%
OKC	TANF Parent/Caretaker	All Ages, Adult Male and Female	N	166,753	$ 32.10	$ 32.59	$ 32.35	$ 25.45	27%
TULSA	TANF Parent/Caretaker	All Ages, Adult Male and Female	N	122,891	$ 29.06	$ 29.51	$ 29.28	$ 25.19	16%
WEST	TANF Parent/Caretaker	All Ages, Adult Male and Female	N	258,448	$ 26.20	$ 26.60	$ 26.40	$ 22.21	19%
EAST	TANF Parent/Caretaker	All Ages, Adult Male and Female	Y	28,913	$ 27.45	$ 27.87	$ 27.66	$ 20.72	33%
OKC	TANF Parent/Caretaker	All Ages, Adult Male and Female	Y	7,445	$ 31.39	$ 31.87	$ 31.63	$ 19.62	61%
TULSA	TANF Parent/Caretaker	All Ages, Adult Male and Female	Y	10,814	$ 33.08	$ 33.58	$ 33.33	$ 26.31	27%
WEST	TANF Parent/Caretaker	All Ages, Adult Male and Female	Y	18,423	$ 24.49	$ 24.87	$ 24.68	$ 17.94	38%
EAST	Expansion	All Ages, Adult Male and Female	N	408,176	$ 32.48	$ 32.97	$ 32.73	$ 28.39	15%
OKC	Expansion	All Ages, Adult Male and Female	N	410,425	$ 35.50	$ 36.04	$ 35.77	$ 28.93	24%
TULSA	Expansion	All Ages, Adult Male and Female	N	310,395	$ 31.25	$ 31.72	$ 31.49	$ 27.62	14%
WEST	Expansion	All Ages, Adult Male and Female	N	623,717	$ 31.05	$ 31.52	$ 31.28	$ 25.24	24%
EAST	Expansion	All Ages, Adult Male and Female	Y	57,118	$ 28.14	$ 28.57	$ 28.35	$ 21.29	33%
OKC	Expansion	All Ages, Adult Male and Female	Y	14,088	$ 36.29	$ 36.84	$ 36.56	$ 24.17	51%

TULSA	Expansion	All Ages, Adult Male and Female	Y	24,388	$ 35.06	$ 35.60	$ 35.33	$ 25.66	38%
WEST	Expansion	All Ages, Adult Male and Female	Y	33,804	$ 27.59	$ 28.01	$ 27.80	$ 18.83	48%
STATEWIDE	**All**	**All**	**All**	**7,107,253**	**$ 30.16**	**$ 30.62**	**$ 30.39**	**$ 26.52**	**14.6%**

STATEWIDE	All	All	All	67,319	$ 37.58	$ 38.15	$ 37.86	$ 26.65	42%
EAST	All	All	All	1,597,769	$ 29.03	$ 29.48	$ 29.25	$ 26.56	10%
OKC	All	All	All	1,688,062	$ 33.30	$ 33.81	$ 33.55	$ 27.69	21%
TULSA	All	All	All	1,304,641	$ 30.18	$ 30.64	$ 30.41	$ 27.27	12%
WEST	All	All	All	2,449,462	$ 28.52	$ 28.96	$ 28.74	$ 25.29	14%
STATEWIDE	**All**	**All**	**All**	**7,107,253**	**$ 30.16**	**$ 30.62**	**$ 30.39**	**$ 26.52**	**14.6%**