Application for

Section 1915(b) (4) Waiver
Fee-for-Service
Selective Contracting Program

Spring, 2026

v1.0

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Application for Section 1915(b) (4) Waiver
Fee-for-Service (FFS) Selective Contracting Program

Facesheet

The **State** of Colorado requests a waiver/amendment under the authority of section 1915(b) of the Act. The Medicaid agency will directly operate the waiver.

The **name of the waiver program** is **Colorado HCBS Wellness Education Benefit**.
(List each program name if the waiver authorizes more than one program.).

Type of request. This is:
___ an initial request for new waiver. All sections are filled.
_**X**__ a request to amend an existing waiver, which modifies Section/Part **Section A – Waiver Program Description – Part I: Program Overview, Part II: A. Timely Access, Provider Capacity and Utilization Standards – B. Provider Capacity Standards, Part III: Quality – A. Quality Standards and Contract Monitoring, B. Coordination & Continuity of Care Standards, Part IV: Program Operations—A. Beneficiary Information, B. Individuals with Special Needs. Section 2: Waiver Cost Effectiveness and Efficiency – Projected Expenditures**_
___ a renewal request

Section A is:
___ replaced in full
___ carried over with no changes
_**X** changes noted in **BOLD**.

Section B is:
___ replaced in full
_**X** changes noted in **BOLD**.

Effective Dates: This waiver/renewal/**amendment** is requested for a period of **two (2) years beginning July 1, 2026** and ending June 30, 2028.

State Contact: The State contact person for this waiver is Julie Masters and can be reached by telephone at (303) 866-3684 or e-mail at julie.masters@state.co.us or angela.goodell@state.co.us.

Section A – Waiver Program Description

Part I: Program Overview

Tribal Consultation:
Describe the efforts the State has made to ensure that Federally-recognized tribes in the State are aware of and have had the opportunity to comment on this waiver proposal.

Department Response:
The Department of Health Care Policy and Financing (the Department) has a formal consultation agreement with American Indian health programs in Colorado. The parties to the consultation agreement include the Southern Ute Indian Tribe, the Ute Mountain Ute Tribe, Denver Indian Health and Family Services, the Colorado Department of Public Health and Environment, the Office of the Lieutenant Governor of Colorado, and the Department. The Department uses the following process, as described in the consultation agreement, to seek advice on a regular, ongoing basis from the parties:

Programmatic Action Log Update:
On a bi-monthly basis (approximately every sixty days) each State Agency [the Department of Public Health and Environment and the Department of Health Care Policy and Financing] shall distribute to the Tribes and the UIHO [Urban Indian Health Organization] a Programmatic Action Log Update. The Update shall contain a continuous list/log of Programmatic Actions being developed and/or initiated by each State Agency. The Update shall provide a short description of each Programmatic Action, any clearly foreseeable Tribal Implications, important dates or implementation timeframes, and if the Programmatic Action is considered an Actionable Item. The Update shall indicate a date by which additional consultation must be requested by a Tribe or the UIHO (thirty days from receipt of the Update). The Update shall also contain an area to track whether additional consultation was requested and by whom, and to update current status/resolution of Programmatic Actions.

Additional Consultation:
A Tribe or UIHO may request additional consultation on any Actionable Item on the Update or on any question, concern, policy, practice, or issue within the scope of the State Agencies' responsibilities relating to the health of American Indians/Alaska Natives living in Colorado. Actionable Items on the Update shall indicate a date by which a Tribe or the UIHO must request additional consultation (thirty days from receipt of the Update). Additional consultation shall be initiated by written notice (may be in the form of an email) from a designated Tribal or UIHO Liaison(s) and directed to a designated Indian Health Liaison(s). Consultation may include but shall not be limited to meetings (face-to-face or via teleconference), written correspondence including emails, presentations, and discussions at the Colorado Commission of Indian Affairs' Health and Wellness Committee meetings. When consultation is completed, a written response from one or both State Agencies to the Party that requested the consultation shall be sent describing the final determination or outcome regarding the topic of consultation. This information shall also be included on the Programmatic Action Log Update.

Meetings:

Face-to-Face and Remotely; The State Agencies, Tribes, and UIHO, all together or individually, shall meet face-to-face no less than once per fiscal year and as resources allow. As necessary, the State Agencies, Tribes, and UIHO, all together or individually, shall meet remotely via teleconference or videoconference to discuss outstanding issues and/or hold consultations as described above.

The tribal consultation for this waiver process began on **February 11, 2026**, with log **633**. The 30-day review period ended on **March 13**, 2026, and the State did not receive any comments as result of this consultation

Program Description:
Provide a brief description of the proposed selective contracting program or, if this is a request to amend an existing selective contracting waiver, the history of and changes requested to the existing program. Please include the estimated number of enrollees served throughout the waiver.

Amendment with requested effective date of July 1, 2026:
With the amendment with a requested effective date of July 1, 2026, the Colorado Department of Health Care Policy and Financing is removing the Children with Life Limiting Illness (CLLI) and Children's Home and Community Based Services (CHCBS) waivers. The CCLI and CHCBS waivers were combined into the Children with Complex Health Needs (CwCHN) waiver, on January 1, 2025. The Colorado Department of Health Care Policy and Financing (the Department) is also clarifying that the Wellness Education Benefit Provider is no longer a contracted entity.

Department response:
The Colorado Department of Health Care Policy and Financing (the Department**) has selected a** Wellness Education Benefit **Provider** to help with the development and distribution of the Wellness Education Benefit (WEB). The WEB is individualized educational materials designed to reduce the need for a higher level of care by offering educational materials that provide members and their families with actionable tools that can be used to prevent the progression of a disability, increase community engagement, combat isolation, and improve awareness of Medicaid services. The Wellness Education Benefit helps members and their unpaid caregivers to obtain, process, and understand information that assists with managing health-related issues, promoting community living, and achieving goals identified in their person-centered **support** plans.

For example, the Wellness Education Benefit can provide the information needed to:

- Navigate the Medicaid/medical system to achieve better health outcomes.
- Successfully manage chronic conditions in order to decrease risk of nursing facility placement.
- Effectively communicating health and wellness goals.
- Effectively communicate with medical and social service professionals.
- Provide unpaid caregivers with relevant information regarding best practices around support and care of the member.

- Achieve community living goals identified in the person-centered **support** plan by providing simple, actionable suggestions to help support the health and welfare of waiver members; including local community resources.
- Prevent and avoid health risks such as pneumonia, influenza, infections, and other illnesses or conditions that can lead to nursing facility placement for medically unstable individuals and older adults;
- Develop support networks that can promote engagement and combat isolation that can lead to increased health and safety risks that can result in institutional placement.

The Wellness Education Benefit (WEB) ensures a continuum of care for members by expanding upon information from providers and case managers, along with the inclusion of additional information that a provider and/or case manager may not have provided during a visit. The WEB does not duplicate services found in EPSDT. The WEB provides actionable, day-to-day tools that differ by the individual's person-centered support plan to prevent the need for additional medical care. Additionally, the WEB will provide educational information that supports members and their families in identifying local community resources that will promote community engagement, develop networks of support, and combat isolation.

The WEB served **4002** members enrolled in the 1915(c) Children's Home and Community Based waiver (CHCBS) in year one.

The WEB was added to all Colorado Home and Community-Based (HCBS) waivers in 2025. Due to the increase of members using the WEB service, the Department expects the enrollment will increase to 61,562 members in WY 2 and grow to 68,282 members for WY 5.

After extensive research, the Department identified the **provider** as the sole source capable of completing all the unique tasks involved in executing the WEB. The **Provider** was selected as the sole source for the WEB for the following reasons:

1. HandHolder Technology
    - The **Provider's** HandHolder technology facilitates the utilization of unique member data directly from an assessment tool based on targeting indicators, which enables a high capacity for the personalization of monthly education service to each member. This data will be provided by the Department.
    - HandHolder technology enables each individual monthly education service to be easily tracked to confirm receipt by each member and determine which education materials are not delivered.
    - This software was developed and is owned by the **Provider** which enables additional flexibilities to meet the unique needs of the Department, such as increasing or changing the level of customization or managing who and when articles are sent.
    - Data transfers are HIPAA compliant, which also includes the pulling of member data and the mailing of the education materials.
2. Address Verification
    - Because the **Provider** performs address verification with the United States Postal Service before distribution, they can identify potentially returned mail before

sending the educational materials. This greatly reduces the volume of returned mail and allows member's contact information to be updated before distribution.
    - This process greatly reduces the allocation of Department resources or the need for a full-time employee to be dedicated to this responsibility.
    - Member access to the WEB service is significantly increased by the **Provider's** proactive distribution process.
3. The **Provider** has been working with other states to deliver this type of service to Medicaid members and has extensive knowledge on how to ensure HIPAA regulations are being followed along with implementation of the service in a person-centered way. This experience significantly increases the rate at which this benefit can be implemented.
4. The **Provider** is capable of translating education materials into over 20 languages.
5. The **Provider** is capable of creating and distributing the educational materials in requested accessible formats.
6. The **Provider** performs the graphic design of the articles in-house and would work with the Department to ensure professional presentation and design.

Waiver Services:
Please list all existing State Plan services the State will provide through this selective contracting waiver.

Department response:
Colorado will be providing the Wellness Education Benefit **for all 1915(c) HCBS waivers** through this selective contracting waiver.

A. Statutory Authority

1. **Waiver Authority.** The State is seeking authority under the following subsection of 1915(b):

   _X__ **1915(b) (4) - FFS Selective Contracting program**

2. **Sections Waived.** The State requests a waiver of these sections of 1902 of the Social Security Act:

   a.___ **Section 1902(a) (1) - Statewideness**
   b.___ **Section 1902(a) (10) (B) - Comparability of Services**
   c._X__**Section 1902(a) (23) - Freedom of Choice**
   d.___ **Other Sections of 1902** – (please specify)

B. Delivery Systems

1. **Reimbursement.** Payment for the selective contracting program is:

   _X__ the same as stipulated in the State Plan
    - Colorado will use a Fee-for-services reimbursement method.

___ is different than stipulated in the State Plan (please describe)

2. **Procurement**. The State will select the contractor in the following manner:

___ **Competitive** procurement
___ **Open** cooperative procurement
_X__ **Sole source** procurement
___ **Other** (please describe)

C. Restriction of Freedom of Choice

1. **Provider Limitations**.

_X__ Beneficiaries will be limited to a single provider in their service area.
___ Beneficiaries will be given a choice of providers in their service area.

(NOTE: Please indicate the area(s) of the State where the waiver program will be implemented)

Department response:
Colorado will implement this service statewide.

2. **State Standards.**

Detail any difference between the state standards that will be applied under this waiver and those detailed in the State Plan coverage or reimbursement documents.

Department response:
There will be no change to the state standards detailed under this 1915(b)(4) waiver and those detailed in the State Plan. All providers must meet, accept, and comply with the State's standards for reimbursement, quality, and utilization.

D. Populations Affected by Waiver

(May be modified as needed to fit the State's specific circumstances)

1. **Included Populations**. The following populations are included in the waiver:

___ Section 1931 Children and Related Populations
___ Section 1931 Adults and Related Populations
_**X**__Blind/Disabled Adults and Related Populations
_X__Blind/Disabled Children and Related Populations
_**X**__Aged and Related Populations
_**X**__Foster Care Children
___ Title XXI CHIP Children

2. **Excluded Populations.** Indicate if any of the following populations are excluded from participating in the waiver:

___ Dual Eligibles
___ Poverty Level Pregnant Women
___ Individuals with other insurance
_X__ Individuals residing in a nursing facility or ICF/MR
___ Individuals enrolled in a managed care program
___ Individuals participating in a HCBS Waiver program
___ American Indians/Alaskan Natives
___ Special Needs Children (State Defined). Please provide this definition.
___ Individuals receiving retroactive eligibility
___ Other (Please define):

Part II: Access, Provider Capacity and Utilization Standards

A. Timely Access Standards

Describe the standard that the State will adopt (or if this is a renewal or amendment of an existing selective contracting waiver, provide evidence that the State has adopted) defining timely Medicaid beneficiary access to the contracted services, *i.e.,* what constitutes timely access to the service?

Department response:
The **provider** will distribute education materials to members at least monthly starting the first week of the month, with an additional distribution in the third week to accommodate new members and/or those the Department receives updated addresses information.

The **provider** has the ability to collect USPS address data to ensure the timely, monthly distribution of education materials. The **provider** has the ability to find accurate member addresses as well as identify address corrections and forwarding addresses.

The **provider** may utilize a return mail solution for all undeliverable mail to track any undeliverable WEB articles. This may include utilizing the USPS mail return systems that includes USPS securely destroying the undelivered mail and providing the **provider** with a "change of address" and "undeliverable as addressed" barcoded list. The **provider** will keep records of undelivered mail to identify which members did not receive the WEB. The **provider** will submit this information to the Department for member outreach to obtain an updated address.

1. How does the State measure (or propose to measure) the timeliness of Medicaid beneficiary access to the services covered under the selective contracting program?

Department response:

When members are on a 1915(c) HCBS waiver, their case manager assists them with the person-centered support planning process. During this process for HCBS waiver members, the case manager will explain the WEB and the potential benefits of receiving this service. Once the person-centered support planning process has been completed, the member will receive delivery of education materials within the next month and at least monthly ongoing in accordance with the Person-Centered **Support** Plan.

The Department is working with the WEB **provider** to identify and develop methods for tracking the WEB, which include but are not limited to: tracking data in a shared and secure repository, date(s) the materials were sent, volume of WEB distribution, which articles are received by each member, utilization of member allocations, and volume of and date(s) materials were returned.

The **Provider** will monitor undelivered mail to identify which members require updates to their address. The **Department** will track undelivered materials. The Department will work with the member's Case Management Agency (CMA) to update contact information for successful delivery during the **Provider's** next mailing cycle.

The Department will track the number of undelivered materials as a quality assurance check and work with the **provider** to ensure this service is being delivered on time to waiver members. The Department will also use a survey to determine member satisfaction and input on ways to improve the WEB. Members will also be able to inform their case manager in the event an error with the WEB occurs.

2. Describe the remedies the State has or will put in place in the event that Medicaid beneficiaries are unable to access the contracted service in a timely fashion.

Department response:
To ensure member access, the **Provider** shall conduct prospective simulations that are "test runs" prior to print production. This will allow the **Department** to view the frequency count of all articles used in the mailing as well as the actual article assignment for each member. The **Provider** will provide analysis, interpretation, and recommendations on the results of each prospective simulation so that Department staff fully understand the system outputs before the benefit begins.

The **Department** will track any undelivered materials, in the event the member does not receive the education materials. The Department will work with the member's CMA to update contact information, and the **Provider** will send the WEB to the correct address.

Should the **Department** find through the programmatic evaluations that the **Provider** is not in compliance with policy or regulations, the **Provider** is required to take corrective action. Technical assistance will be provided to the **Provider**, as needed. The **Department** conducts follow-up monitoring to ensure corrective action implementation, improvement, and ongoing compliance.

B. Provider Capacity Standards

Describe how the State will ensure (or if this is a renewal or amendment of an existing selective contracting waiver, provide evidence that the State has ensured) that its selective contracting program provides a sufficient supply of contracted providers to meet Medicaid beneficiaries' needs.

Department response:
After extensive research, the **Department** has chosen a Sole Source to implement the WEB. The Department procured a vendor that can successfully distribute the service each month to members. This **provider** is the only **provider** identified who possesses all of the technology necessary to successfully implement the benefit. For example, ability to match articles to members based on assessment information, complete address verification, track the receipt of the benefit, develop ADA accessible templates, and have a successful history providing these services in other states at the same scale that Colorado's waiver members will utilize this service, this includes experience providing this service statewide. The vendor can also translate education materials into over 20 languages and can perform the graphic design of articles in-house. This contract comes with additional tasks beyond direct mail distribution, which the **provider** can successfully complete. Including:

- Ensuring the personalization for a high volume of members.
- Utilizing automated processes to individually identify and organize unique member data to ensure the Wellness Education Benefit service is personalized to the member's interests or needs.
- Ability to utilize address verification with the United States Postal Service, to identify potentially returned mail prior to distribution. Mitigating the volume of returned mail and ensuring waiver members receive the Wellness Education Benefit monthly.
- ADA-compliant graphic design of each Members Wellness Education Benefit service.
- HIPAA compliant member data retrieval and distribution.

Using this **provider** will ensure that the **Department** is utilizing one distribution system that can track which materials the member both needs and has already received, ensuring that WEB is person-centered, and supporting the waiver member with their goals and integration into their community. By having a single provider, the **Department** can better control the type of information that is being provided. This will guarantee that all information provided is evidence-based and can be easily utilized by the member. Finally, by utilizing one provider the **Department** can cut down on administrative costs, such as reducing the need to track material development and targeting criteria across multiple providers, also ensuring the member's **Protected** Health Information (PHI) is protected. This will guarantee higher quality and consistency of this service across the state. The **provider** has shown that they have been able to handle this level of service delivery working in other states and has undertaken stress tests that prove they can handle this capacity.

The Department completed a nation-wide search for providers who could successfully deliver the Wellness Education Benefit in a way that met Department standards, CMS requirements, and that would be available and accessible to all beneficiaries being served by HCBS waivers. Our

research determined that Smart Source was best able to comply with our specific requirements to administer the Wellness Education Benefit. Our selected **provider** has a proven track record of providing a similar benefit on a statewide basis, HIPAA compliance, accessibility experience, large distribution capacity, and the data systems that can track the WEB at a member level, including management of returned mail and redistribution, if needed. We worked with Smart Source to complete a capacity analysis of our current implementation request and future expansion plans to the rest of Colorado's 1915(c) waivers. The HCBS waivers are expected to service 4,002 members in waiver year one and will grow to 68,282 members by waiver year 5. In other states, the **provider** delivers this benefit to over 49,900 members monthly and has produced as many as one million educational materials in a single month. The production facilities the **provider** works with have the capability to print 16 million documents per month and are currently running at 12 million per month. Smart Source has 14 staff members, including the Director and Regional Director, who will be working on the WEB.

1. Provide a detailed capacity analysis of the number of providers (e.g., by type, or number of beds for facility-based programs), or vehicles (by type, per **provider** for non-emergency transportation programs), needed per location or region to assure sufficient capacity under the selective contracting program.

Department response:
The Department, through a capacity analyses and service design, has determined that the members utilizing this service will be better served by a single **Provider**, ensuring constant and reputable service delivery. The **Provider** will utilize USPS for distribution and monitor any undelivered materials and utilize a proprietary HIPAA complaint member tracking system to ensure delivery of the WEB. After extensive research, the Department has determined this **provider** is the only entity that has the ability and capacity to meet Colorado's waiver members' needs.

2. Describe how the State will evaluate and ensure on an ongoing basis that providers are appropriately distributed throughout the geographic regions covered by the selective contracting program so that Medicaid beneficiaries have sufficient and timely access throughout the regions affected by the program.

Department response:
The **Department** will evaluate and ensure on an ongoing basis that education materials are appropriately distributed throughout the geographic regions. **The Provider will conduct member outreach to gather information on how the service has helped members thrive in the community and meet the health and wellness goals that are identified in their person-centered support plan. The data collected will be used to identify areas where geographic coverage may be insufficient. If monitoring identifies access concerns in any region, the Department** w**ill take corrective action. Corrective actions may include targeted outreach, modification of distribution strategies, or other actions necessary to ensure members receive their WEB monthly.** The member may work with their case manager to request different subject matter for the educational materials. The case manager can then work with the provider to ensure the educational materials are being targeted to meet any new needs the

member may have. The provider will also utilize monthly data on the member's person-centered support plan and updated health conditions to guide the subject matter of the educational materials. Finally, the WEB materials will include Department contact information for members to ask questions or provide feedback.

C. Utilization Standards

Describe the State's utilization standards specific to the selective contracting program.

Department response:
The **Provider** will distribute education materials to members every month starting the first week of the month, with an additional distribution in the third week to accommodate new members, and for those members the Department receives updated address information.

1. How will the State (or if this is a renewal or amendment of an existing selective contracting waiver, provide evidence that the State) regularly monitor(s) the selective contracting program to determine appropriate Medicaid beneficiary utilization, as defined by the utilization standard described above?

Department response:
The **Department** will analyze data collected from the **Provider'**s annual member surveys as well as data collected during the annual person-centered support planning process to ensure member goals are being met.

The person-centered support planning process will occur no less than annually or as warranted by the member's needs or a change in the member's condition. Additionally, member may work with their case manager to request different subject matter for the educational materials. The case manager can then work with the provider to ensure the educational materials are being targeted to meet any new needs the member may have. T**he WEB materials will also** include Department contact information for members to ask questions or provide feedback.
In addition, the Provider will monitor undelivered mail to identify which members require updates to their address. The Department will track undelivered materials. The Department will work with the member's Case Management Agency (CMA) to update contact information for successful delivery during the Provider's next mailing cycle. The Department will track the number of undelivered materials as a quality assurance check and work with the Provider to ensure this service is being delivered on time to waiver members.

2. Describe the remedies the State has or will put in place in the event that Medicaid beneficiary utilization falls below the utilization standards described above.

Department response:
Should the **Department** find that the **Provider** is not in compliance with policy or regulations, the **Provider** is required to take corrective action. The **Department** will conduct follow-up monitoring to assure corrective action implementation, improvement, and ongoing compliance.

The contract with the **Provider** allows the **Department** to withhold funding and/or terminate the contract due to noncompliance.

In addition, the **Department** will be notified of all undeliverable educational benefits and will obtain updated contact information so the educational materials can be delivered in subsequent mailing cycles.

Part III: Quality

A. Quality Standards and Contract Monitoring

1. Describe the State's quality measurement standards specific to the selective contracting program.

    a. Describe how the State will (or if this is a renewal or amendment of an existing selective contracting waiver, provide evidence that the State):

        i. Regularly monitor(s) the contracted providers to determine compliance with the State's quality standards for the selective contracting program.

Department response:
The **Department** will regularly monitor the **Provider** through the **Provider's** annual surveys as well as the **Department** conducting its own member outreach to measure member satisfaction with the WEB service. Additionally, the **Department** will analyze data to identify member health outcomes information gathered from the **Provider**-conducted surveys.

The surveys provide the **Department** with member perspectives on how the WEB service is managed and implemented. Surveys cover a variety of topics including demographics, access and delivery of the service, wellness, and satisfaction with the service. The **Department** will utilize survey questions to evaluate if the **Provider** is meeting their contractual requirements regarding the development and implementation of the WEB.

The **Department** will regularly monitor the **provider** through the submission of CMS-372 reports and Evidentiary Reports for the 1915(c) waivers. These reports detail the review and remediation of waiver performance measures, which include access, utilization, and cost-effectiveness for the 1915(c) waivers. The **Department** reviews the performance measures annually, developing quality improvement plans for any measure that falls below 86% compliance. CMS review and approval of the CMS-372 reports and the review and final report of the evidence package affirm that all performance measures are met or that a corrective action plan is required.

The **Department** has developed a Children's Waive**r** Satisfaction Survey that will be conducted annually and will determine the effectiveness of services and supports members on all four Colorado's children HCBS waivers receive. The **Department** also participates in the National Core Indicators Survey – Intellectual and Developmental Disabilities (NCI-IDD) and the Aging

and Disabled (NCI-AD) on an alternating year survey cycle. The NCI surveys gather data on all members enrolled on the adult waivers. These surveys provide the **Department** with member perspectives into how the 1915(c) and 1915(b)(4) waiver programs are managed and implemented. All surveys will cover a variety of topics including demographics, access, and delivery of services and supports, freedom of choice, community integration, involvement and inclusion, employment, health, information and service planning, medication, relationships, rights and respect, safety, service coordination, wellness, and satisfaction with services and supports.

ii. Take(s) corrective action if there is a failure to comply.

Department response:
Should the **Department** find that the **Provider** is not in compliance with policy or regulations, the **Provider** will be required to take corrective action. The **Department** will conduct follow-up monitoring to assure corrective action implementation and ongoing compliance. In addition, the contract with the **Provider** allows the **Department** to withhold funding, demand remediation, and terminate the contract due to noncompliance. Technical assistance will be provided to the **Provider** via phone, email, and/or meetings.

2. Describe the State's contract monitoring process specific to the selective contracting program.

   a. Describe how the State will (or if this is a renewal or amendment of an existing selective contracting waiver, provide evidence that the State):

      i. Regularly monitor(s) the contracted providers to determine compliance with the contractual requirements of the selective contracting program.

Department response:

The **Department** will monitor the **Provider** by utilizing member satisfaction surveys as well as conducting other member outreach. The **Provide**r will meet with the **Department** monthly to provide updates and troubleshoot undelivered mail. If the threshold for undeliverable education materials rises above 40% in a single month, the **Department** will work with the **Provider** to ensure changes are made to member addresses and emails.

The **Department** will perform quality performance reviews on the WEB service annually. The **Department** will utilize data from the **Provider** to track the usage of the education materials as well as improved health outcomes for members. The **Department** will have access to, and review all required reports, documentation, and communications.

The **Department** reserves the right to terminate the **Provider** in the event of a breach by the **provider** of any provision of the contract.

ii. Take(s) corrective action if there is a failure to comply.

Department response:
If problems are identified, the **Department** will communicate findings directly with the **Provider** and document findings in the WEB's annual report of audit findings, and if needed, require corrective action plans to be developed and implemented. The **Department** will conduct follow-up monitoring to assure corrective action implementation and continued compliance. In addition, the contract with the **Provider** allows the **Department** to withhold funding and terminate a contract due to noncompliance.

If issues arise at any other time, the **Department** will work with the **Provider** to ensure appropriate remediation occurs.

B. Coordination and Continuity of Care Standards

Describe how the State assures that coordination and continuity of care is not negatively impacted by the selective contracting program.

Department response:
The selective contracting program will have a positive impact on the coordination and continuity of the WEB in Colorado. The structure is intended to simplify access so members will be able to more easily navigate and utilize the WEB. Selective contracting will allow one **Provider** to provide WEB services for all 1915(c) HCBS waiver members. This will create consistency in the quality, accountability and stability of WEB services members will receive across the state. It will allow the **Department** to provide greater oversight and support to ensure a high performing system statewide.

Part IV: Program Operations

A. Beneficiary Information

Describe how beneficiaries will get information about the selective contracting program.

Department response:
Case managers will inform members of the WEB option and the WEB will be added to the prior authorization request. Additionally, the **Provider** will mail a welcome letter to members explaining the WEB service. The member may opt out at any time if they choose to by working with their Case Manager. Additionally, the member may work with their case manager to request different subject matter for the educational materials. The case manager can then work with the provider to ensure the educational materials are being targeted to meet any new needs the member may have.

B. Individuals with Special Needs.

_X_ The State has special processes in place for persons with special needs (Please provide detail).

Department response:
All members on this waiver program and enrolled on HCBS 1915(c) waivers have special needs. The **Department** has established special processes through the 1915(c) waivers to ensure members receive the services they need. This is established through the Level of Care eligibility determination screen, the reevaluation, and the person-centered support plan that is reviewed annually. Additionally, if an ADA accommodation is required for increased accessibly of this benefit, the Department will utilize the established reasonable accommodation process. Additionally, the WEB will be delivered in multiple languages and formats at the request of the beneficiary and their support team, to ensure all members can access these materials. For members who cannot read standard print and would benefit from an alternative format, educational materials will be sent to members in the requested accessible format, which may include larger print or braille.

Section B – Waiver Cost-Effectiveness & Efficiency

Efficient and economic provision of covered care and services:

1. Provide a description of the State's efficient and economic provision of covered care and services.

Department response:
Contracting with a single entity for WEB will result in the efficient and economic provision of WEB services across the state. By having a single entity serve members, duplication of the WEB is alleviated, and administrative costs are managed more efficiently.

The Department estimated costs based on the **provider** estimated costs for providing the WEB per member and the number of waiver members that will begin accessing the benefit per year. All waiver members are anticipated to start using the wellness benefit once per month.

2. Project the waiver expenditures for the upcoming waiver period.

Year 1 from: 1/1/2024 to 12/31/ 2024

Trend rate from current expenditures (or historical figures): N/A%

Projected pre-waiver cost $**181,988**
Projected Waiver cost $**181,988**
Difference: $0

Year 2 from: 1/1/2025 to 12/31/ 2025

Trend rate from current expenditures (or historical figures): 13.23%

Projected pre-waiver cost $**2,799,847**
Projected Waiver cost $**2,799,847**
Difference: $0

Year 3 (if applicable) from: 1/1/2026 to 12/31/ 2026
(*For renewals, use trend rate from previous year and claims data from the CMS-64*)
Projected pre-waiver cost $**2,884,950**
Projected Waiver cost $**2,884,950**
Difference: $0

Year 4 (if applicable) from: 1/1/2027 to 12/31/ 2027
(*For renewals, use trend rate from previous year and claims data from the CMS-64*)

Projected pre-waiver cost $**2,986,126**
Projected Waiver cost $**2,986,126**
Difference: $0

Year 5 (if applicable) from: 1/1/2028 to 6/30/ 2028
(*For renewals, use trend rate from previous year and claims data from the CMS-64*)

Projected pre-waiver cost $**3,105,478**
Projected Waiver cost **$3,105,478**
Difference: $0