

Annual Legal Notices And Trust Report Summary



Annual Legal Notices and the Trust Report Summary

Dear CU Health Plan participant,

As a member of the CU Health Plan, you are entitled to receive certain legal notices about your healthcare rights and the financial status of the University of Colorado Health and Welfare Trust, which funds the CU Health Plan. The notices enclosed are for the previous plan year - 2022-2023.

These notices are for your information and records only. You do not need to take any action.

For detailed information about your CU Health Plan, download your benefits booklet at <https://www.becolorado.org/plans>.

If you have any questions about the information enclosed, please contact your employer's Benefit Office or CU Health Plan Administration at cuhealthplan@cu.edu.

Kindest regards,
The CU Health Plan Team

Benefit Office Contact Information

- University of Colorado employees - contact Employee Services at 303-860-4200.
- UCHHealth employees - contact Human Resources at the following numbers:
 - North: 970-848-6800
 - Central: 720-848-6800
 - South: 719-365-5114
- CU Medicine employees - contact Human Resources at 303-493-7607.

MEDICARE PART D – CREDITABLE COVERAGE NOTICE*

Important Notice from the University of Colorado Health and Welfare Plan about Your Prescription Drug Coverage and Medicare

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with the University of Colorado Health and Welfare Plans and about your options under Medicare's prescription drug coverage. This information can help you decide whether you want to join a Medicare drug plan. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.

1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.
2. The University of Colorado Health and Welfare Plan has determined that the prescription drug coverage offered by CU Health Plan - Exclusive, CU Health Plan - Kaiser, CU Health Plan - High Deductible/HSA Compatible, CU Health Plan - Extended, and CU Health Plan - Medicare are, on average for all plan participants, expected to pay out as much as standard Medicare prescription drug coverage pays and are considered "Creditable Coverage".

Because your existing University of Colorado Health and Welfare Plan coverage is, on average, at least as good as standard Medicare prescription drug coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare drug plan.

You can join a Medicare drug plan when you first become eligible for Medicare and each year from October 15 through December 7. For some individuals this means you may have to wait to join a Medicare drug plan and that you may pay a higher premium (a penalty) if you join later. You may be required to pay a higher premium (a penalty) as long as you have Medicare prescription drug coverage. However, if you lose creditable prescription drug coverage through no fault of your own, you will be eligible for a sixty (60) day Special Enrollment Period (SEP) because you lost creditable coverage to join a Part D plan. In addition if you lose, or decide to leave, employer sponsored coverage, you will be eligible to join a Part D plan at that time using an Employer Group Special Enrollment Period. You should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area.

Annual Legal Notices and the Trust Report Summary

If you decide to join a Medicare drug plan, your University of Colorado Health and Welfare Plan medical coverage will not be affected. See the chart below for more information about how your current coverage compares to a Medicare drug plan.

If you do decide to join a Medicare drug plan and drop your University of Colorado Health and Welfare Plan medical plan which includes prescription drug coverage, be aware that you and your dependents may not be able to get this coverage back. You should also know that if you drop or lose your coverage with the University of Colorado Health and Welfare Plan and do not join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later.

If you go 63 continuous days or longer without prescription drug coverage that is at least as good as Medicare's prescription drug coverage, your monthly premium may go up by at least 1 percent of the base beneficiary premium per month for every month that you did not have that coverage. For example, if you go 19 months without coverage, your premium may consistently be at least 19 percent higher than the base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following November to join.

For more information about this notice:

Contact the University of Colorado Health and Welfare Plan at 303-860-4199.

For more information about your current prescription drug coverage:

- University of Colorado employees--contact Employee Services at 303-860-4200.
- CU Medicine employees--contact Human Resources at 303-493-7600.

NOTE: You'll get this notice each year. You will also get it before the next period you can join a Medicare drug plan and if this coverage through University of Colorado Health and Welfare Plan changes. You also may request a copy.

For more information about your options under Medicare prescription drug coverage:

More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You'll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans.

Annual Legal Notices and the Trust Report Summary

For more information about Medicare prescription drug coverage:

- Visit www.medicare.gov.
- Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the “Medicare & You” handbook for their telephone number) for personalized help.
- Call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048.

If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the Web at <http://www.socialsecurity.gov/>, or call them at 1-800-772-1213 (TTY 1-800-325-0778).

Remember: Keep this Creditable Coverage notice. If you decide to join one of the Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage and whether or not you are required to pay a higher premium (a penalty).

Date: July 1, 2024

Name of Entity/Sender: University of Colorado Health and Welfare Plan

Address: 1800 Grant Street, Suite 620, Denver, CO 80203

Phone Number: 303-860-4199

*This notice is required by the Centers for Medicare and Medicaid Services (CMS) regarding Medicare Part D prescription coverage.

Annual Legal Notices and the Trust Report Summary

Medicare Part D and University of Colorado Health and Welfare Plan 2024 DRUG EXPENSE COMPARISON CHART

Medicare Part D

Yearly Deductible	Copayment or Coinsurance	Coverage Gap	Catastrophic Coverage
Member pays the first \$545	Member pays a copayment or coinsurance and the plan pays its share for each covered drug until their combined amount (plus the deductible) reaches \$5,030.	Once the member and the plan have spent \$5,030 for covered drugs, the member is in the coverage gap. In 2024, the member gets a 75% discount on covered brand-name drugs and a 75% discount on generic drugs that count as out-of-pocket spending, and helps him/her get out of the coverage gap.	Once the member has spent \$8,000 out-of-pocket for the year, the coverage gap ends. The member only pays a small copayment for each drug until the end of the year.

University of Colorado Health and Welfare Plans

Please note, your Employer may not offer all CU Health Plans listed below.

Insurance Carrier	Member Pays	Member Pays (up to 30 day supply for retail and up to 90 day supply for mail order)	Carrier Pays
CU Health Plan - Exclusive <ul style="list-style-type: none"> CVS Caremark Retail Network Pharmacy Locations CVS Retail or Mail Order 	No deductible No deductible	\$10 copayment for Tier 1 generic / \$50 copayment for Tier 2 preferred brand name / \$75 copayment for Tier 3 non-preferred brand name / \$100 copayment for Tier 4 specialty oral and injectable \$20 copayment for Tier 1 generic/ \$100 copayment for Tier 2 brand name/ \$150 copayment for Tier 3 non-preferred brand name/\$75 copayment for Tier 4 specialty oral and injectable prescriptions (up to a 30 day supply) Specialty Rx: Per fill, a maximum of up to 30 days of Specialty medication may be purchased at a retail pharmacy. After 3 fills, CVS Specialty must be used for Specialty medication to be covered. Maintenance Medication: Per fill, a maximum of up to 30 days of maintenance medication may be purchased at a retail pharmacy. After 3 fills, CVS Retail, Costco, Kroger, or CVS Mail Order Prescription Service must be used for maintenance medication to be covered.	100% after copayment 100% after copayment

Annual Legal Notices and the Trust Report Summary

<p>CU Health Plan - Kaiser</p> <ul style="list-style-type: none"> Kaiser Retail Kaiser Mail Order 	<p>No deductible</p> <p>No deductible</p>	<p>\$10 copayment for generic/ \$50 copayment for preferred brand name/ 20% coinsurance for specialty Rx, including self-administered injectables, up to a maximum of \$100 per Rx, up to a 30 day supply</p> <p>\$10 copayment (up to a 30 day supply of generic); \$20 copayment (31-90 day supply of generic)/ \$50 copayment (up to a 30 day supply of brand); \$100 copayment (31-90 day supply of brand)/ 20% coinsurance for specialty Rx, including self-administered injectables, up to a maximum of \$100 per Rx, up to a 30 day supply</p>	<p>100% after copayment</p> <p>100% after copayment</p>
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Annual Legal Notices and the Trust Report Summary

<p>CU Health Plan - High Deductible/HSA Compatible</p> <ul style="list-style-type: none"> CVS Caremark Retail Network Pharmacies CVS Retail or Mail Order 	<p>\$1,600/\$3,200 Deductible (in network)</p> <p>\$1,600/\$3,200 Deductible (in network)</p>	<p>10% coinsurance for Tier 1 generic / 20% coinsurance for Tier 2 preferred brand name / 20% coinsurance for Tier 3 non-preferred brand name / 20% coinsurance for Tier 4 specialty oral and injectable (after deductible) up to \$3,000/\$6,000, then member pays 0% for balance of the plan year (up to a 30 day supply)</p> <p>5% coinsurance for Tier 1 generic / 15% coinsurance for Tier 2 preferred brand name / 15% coinsurance for Tier 3 non-preferred brand name / 15% coinsurance for Tier 4 specialty oral and injectable (after deductible) up to \$3,000/\$6,000, then member pays 0% for balance of the plan year (up to a 90 day supply)</p> <p>Specialty Rx: Per fill, a maximum of up to 30 days of Specialty medication may be purchased at a retail pharmacy. After 3 fills, CVS Specialty must be used for Specialty medication to be covered.</p> <p>Maintenance Medication: Per fill, a maximum of up to 30 days of maintenance medication may be purchased at a retail pharmacy. After 3 fills, CVS Retail, Costco, Kroger, or CVS Mail Order Prescription Service must be used for maintenance medication to be covered.</p>	<p>90% or 80% (depending on tier) up to \$3,200/\$6,400, then Plan pays 100% for balance of the plan year</p> <p>95% or 85% (depending on tier) up to \$3,200/\$6,400, then Plan pays 100% for balance of the plan year</p>
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Annual Legal Notices and the Trust Report Summary

<p>CU Health Plan - Extended</p> <ul style="list-style-type: none"> CVS Caremark Retail Network Pharmacies CVS Retail or Mail Order 	<p>No deductible</p> <p>No deductible</p>	<p>\$10 copayment for Tier 1 generic / \$50 copayment for Tier 2 preferred brand name / \$75 copayment for Tier 3 non-preferred brand name / \$100 copayment for Tier 4 specialty oral and injectable</p> <p>\$20 copayment for Tier 1 generic/ \$100 copayment for Tier 2 brand name/ \$150 copayment for Tier 3 non-preferred brand name/\$75 copayment for Tier 4 specialty oral and injectable prescriptions (up to a 30 day supply)</p> <p>Specialty Rx: Per fill, a maximum of up to 30 days of Specialty medication may be purchased at a retail pharmacy. After 3 fills, CVS Specialty must be used for Specialty medication to be covered.</p> <p>Maintenance Medication: Per fill, a maximum of up to 30 days of maintenance medication may be purchased at a retail pharmacy. After 3 fills, CVS Retail, Costco, Kroger, or CVS Mail Order Prescription Service must be used for maintenance medication to be covered.</p>	<p>100% after copayment</p> <p>100% after copayment</p>
<p>CU Health Plan - Medicare</p> <ul style="list-style-type: none"> CVS Caremark Retail Network Pharmacies CVS Retail or Mail Order 	<p>\$240 deductible per individual</p> <p>\$240 deductible per individual</p>	<p>10% coinsurance for Tier 1 generic / 20% coinsurance for Tier 2 preferred brand name / 20% coinsurance for Tier 3 non-preferred brand name / 20% coinsurance for Tier 4 specialty oral and injectable (after deductible) up to \$2400 (Single) / \$7200 (Family), then member pays 0% for balance of the plan year (up to 90 day supply)</p> <p>5% coinsurance for Tier 1 generic / 15% coinsurance for Tier 2 preferred brand name / 15% coinsurance for Tier 3 non-preferred brand name / 15% coinsurance for Tier 4 specialty oral and injectable (after deductible) up to \$3,000/\$6,000, then member pays 0% for balance of the plan year (up to a 90 day supply)</p>	<p>90% or 80% (depending on tier) up to \$2,400/\$7,200, then Plan pays 100% for balance of the plan year</p> <p>95% or 85% (depending on tier) up to \$2,400/\$7,200, then Plan pays 100% for balance of the plan year</p>

NOTICE OF PRIVACY PRACTICES

Effective Date: July 1, 2024

Original Effective Date: July 1, 2010

Your Information. Your Rights. Our Responsibilities.

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. **PLEASE REVIEW IT CAREFULLY.**

The participating employers in the University of Colorado Health and Welfare Plan are The Regents of the University of Colorado, a body corporate and a state institution of higher education of the State of Colorado (“University”) and University Physicians, Incorporated (“UPI”) (collectively the “Employers”). This Notice of Privacy Practices (the “Notice”) describes:

1. the legal obligations of the University of Colorado Health and Welfare Plan and the health care flexible spending account component of The University of Colorado Flexible Benefits Plan (“Plan”);
2. your legal rights regarding your protected health information held by the Plan under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); and
3. how your protected health information may be used or disclosed to carry out treatment, payment, or health care operations, or for any other purposes that are permitted or required by law.

We are required to provide this Notice of Privacy Practices to you pursuant to HIPAA. This Notice does not address requirements under other federal laws or under state laws. However, if other federal laws and/or state laws are stricter than the HIPAA privacy laws, the other federal and/or state laws must be followed. To the extent this Notice is in conflict with the HIPAA privacy rules, the HIPAA privacy rules shall govern.

Your Rights

You have the right to:

- Get a copy of your health and claims records
- Correct your health and claims records
- Request confidential communication

- Ask us to limit the information we share
- Get a list of those with whom we've shared your information
- Get a copy of this privacy notice
- Choose someone to act for you
- File a complaint if you believe your privacy rights have been violated

Your Choices

You have some choices in the way that we use and share information as we:

- Answer coverage questions from your family and friends
- Provide disaster relief
- Market our services

Our Uses and Disclosures

We may use and share your information as

- we:
- Help manage the health care treatment you receive
 - Run our organization
 - Pay for your health services
 - Administer your health plan
 - Help with public health and safety issues
 - Do research
 - Comply with the law
 - Respond to organ and tissue donation requests and work with a medical examiner or funeral director
 - Address workers' compensation, law enforcement, and other government requests
 - Respond to lawsuits and legal actions

Your Rights

When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

Get a copy of health and claims records

- You can ask to see or get a copy of your health and claims records and other health information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your health and claims records, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

Ask us to correct health and claims records

- You can ask us to correct your health and claims records if you think they are incorrect or incomplete. Ask us how to do this.
- We may say “no” to your request, but we’ll tell you why in writing within 60 days.

Request confidential communications

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will consider all reasonable requests and must say “yes” if you tell us you would be in danger if we do not.

Ask us to limit what we use or share

- You can ask us not to use or share certain health information for treatment, payment, or our operations.
- We are not required to agree to your request, and we may say “no” if it would affect your care.

Get a list of those with whom we’ve shared information

- You can ask for a list (accounting) of the times we’ve shared your health information for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We’ll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

Get a copy of this privacy notice

You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

Choose someone to act for you

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure the person has this authority and can act for you before we take any action.

File a complaint if you feel your rights are violated

- You can complain if you feel we have violated your rights by contacting the CU Health Plan Privacy Officer. The Privacy Officer can also be contacted to answer any questions you may have regarding this notice. Contact the Privacy Officer, via email

cuhealthplan@cu.edu or phone 303-860-4199.

- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/.
- We will not retaliate against you for filing a complaint.

Your Choices

For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in payment for your care
- Share information in a disaster relief situation

If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

In these cases we *never* share your information unless you give us written permission:

- Marketing purposes
- Sale of your information

Our Uses and Disclosures

How do we typically use or share your health information? We typically use or share your health information in the following ways:

Help manage the health care treatment you receive

We can use your health information and share it with professionals who are treating you.

Example: A doctor sends us information about your diagnosis and treatment plan so we can arrange additional services.

Run our organization

- We can use and disclose your information to run our organization and contact you when necessary.
- We are not allowed to use genetic information to decide whether we will give you

coverage and the price of that coverage. This does not apply to long term care plans. *Example: We use health information about you to develop better services for you.*

Pay for your health services

We can use and disclose your health information as we pay for your health services.

Example: We may share information with health care providers to determine whether the health plan will cover a particular treatment.

Administer your plan

We may disclose your health information to your health plan sponsor for plan administration.

Example: We provide your employer with certain statistics to explain the premiums we charge.

How else can we use or share your health information?

We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information see:

www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html.

Help with public health and safety issues

We can share health information about you for certain situations such as:

- Preventing disease
- Helping with product recalls
- Reporting adverse reactions to medications
- Reporting suspected abuse, neglect, or domestic violence
- Preventing or reducing a serious threat to anyone’s health or Safety

Do research

We can use or share your information for health research when:

- a. The individual identifiers have been removed; or
- b. When an institutional review board or privacy board has reviewed the research proposal, established protocols to ensure the privacy of the requested information, and approved the research.

Comply with the law

We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we’re complying with federal privacy law.

Respond to organ and tissue donation requests and work with a medical examiner or funeral director

- We can share health information about you with organ procurement organizations.
- We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

Address workers' compensation, law enforcement, and other government requests

We can use or share health information about you:

- For workers' compensation claims
- For law enforcement purposes or with a law enforcement official
- With health oversight agencies for activities authorized by law
- For special government functions such as military, national security, and presidential protective services

Respond to lawsuits and legal actions

We can share health information about you in response to a court or administrative order or in response to a subpoena.

Our Responsibilities

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see:

www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/notic pepp.html.

Changes to the Terms of this Notice

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, on our web site, and we will mail a copy to you.

Annual Legal Notices and the Trust Report Summary

COBRA

Continuation Coverage Rights

This notice explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to get it. When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and other members of your family when group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review your Benefit Booklet(s) and the University of Colorado Health and Welfare Plan documents or contact the Plan Administrator. This notice also provides information about benefit continuation coverage offered through your Employer for your dependents who are ineligible for COBRA, but are dependents on your Plan. Please see “Continuation Coverage” at the end of this notice for information about this Employer-offered benefit.

You may have other options available to you when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse’s plan), even if that plan generally doesn’t accept late enrollees.

What is COBRA continuation coverage?

COBRA continuation coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a “qualifying event.” Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a “qualified beneficiary.” You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you’re an employee, you’ll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you’re the spouse of an employee, you’ll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your spouse dies;

Annual Legal Notices and the Trust Report Summary

- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of the following qualifying events:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the Plan as a "dependent child."

Sometimes, filing a proceeding in bankruptcy under title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to the University of Colorado and that bankruptcy results in the loss of coverage of any retired employee covered under the Plan, the retired employee will become a qualified beneficiary. The retired employee's spouse, surviving spouse, and dependent children will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

When is COBRA continuation coverage available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the COBRA Administrator has been notified that a qualifying event has occurred. Your Employer must notify the COBRA Administrator of the following qualifying events:

- The end of employment or reduction of hours of employment;
- Death of the employee;
- Commencement of a proceeding in bankruptcy with respect to the Employer; or
- The employee's becoming entitled to Medicare benefits (under Part A, Part B, or both).

For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify your Employer within 60 days after the qualifying event occurs. In providing this notice, you must follow the notice procedures specified in the "Notice Procedures" section of this notice.

Health FSA Component

COBRA coverage under the Health FSA will be offered only to qualified beneficiaries losing coverage who have underspent accounts. A qualified beneficiary has an underspent account if the annual limit elected by the covered employee, reduced by the reimbursable claims submitted up to the time of the qualifying event, is

Annual Legal Notices and the Trust Report Summary

equal to or more than the amount of the premiums for Health FSA COBRA coverage that will be charged for the remainder of the plan year. COBRA coverage will consist of the Health FSA coverage in force at the time of the qualifying event (i.e., the elected annual limit reduced by reimbursable claims submitted up to the time of the qualifying event). The use-it-or-lose-it rule will continue to apply, so any unused amounts will be forfeited at the end of the plan year, and COBRA coverage will terminate at the end of the plan year. Unless otherwise elected, all qualified beneficiaries who were covered under the Health FSA will be covered together for Health FSA COBRA coverage.

How is COBRA continuation coverage provided?

Once the COBRA Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage that generally lasts for 18 months due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage.

There are also ways in which this 18-month period of COBRA continuation coverage can be extended:

Disability extension of 18-month period of COBRA continuation coverage

If you or anyone in your family covered under the Plan is determined by Social Security or the Public Employees' Retirement Association (PERA) Disability Program Administrator to be disabled and you notify the COBRA Administrator in a timely fashion, you and your entire family may be entitled to get up to an additional 11 months of COBRA continuation coverage, for a maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage.

The disability extension is available only if you notify your COBRA Administrator in writing of the Social Security Administration's or the PERA Disability Program Administrator's determination of disability within 60 days after the latest of:

- the date of the Social Security Administration's/PERA's disability determination;
- the date of the covered employee's termination of employment or reduction of hours; and
- the date on which the qualified beneficiary loses (or would lose) coverage under the terms of the Plan as a result of the covered employee's termination of employment or reduction of hours.

Annual Legal Notices and the Trust Report Summary

You must also provide this notice within 18 months after the covered employee's termination of employment or reduction of hours in order to be entitled to a disability extension. In providing this notice, you must follow the notice procedures specified in the "Notice Procedures" section of this notice.

Second qualifying event extension of 18-month period of continuation coverage

If your family experiences another qualifying event during the 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if the Plan is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA continuation coverage if the employee or former employee dies; becomes entitled to Medicare benefits (under Part A, Part B, or both); gets divorced or legally separated; or if the dependent child stops being eligible under the Plan as a dependent child. This extension is only available if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

Are there other coverage options besides COBRA Continuation Coverage?

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

Can I enroll in Medicare instead of COBRA continuation coverage after my group health plan coverage ends?

In general, if you don't enroll in Medicare Part A or B when you are first eligible because you are still employed, after the Medicare initial enrollment period, you have an 8-month special enrollment period¹ to sign up for Medicare Part A or B, beginning on the earlier of

- The month after your employment ends; or
- The month after group health plan coverage based on current employment ends.

If you don't enroll in Medicare and elect COBRA continuation coverage instead, you may have to pay a Part B late enrollment penalty and you may have a gap in coverage if you decide you want Part B later. If you elect COBRA continuation coverage and later enroll in Medicare Part A or B before the COBRA continuation coverage ends, the Plan may terminate your continuation coverage. However, if Medicare Part A or B is effective on or before the date of the COBRA election, COBRA coverage may not be discontinued on account of Medicare entitlement, even if you enroll in the other part of Medicare after the date of the election of COBRA coverage.

If you are enrolled in both COBRA continuation coverage and Medicare, Medicare will generally pay first (primary payer) and COBRA continuation coverage will pay second. Certain plans may pay as if secondary to Medicare, even if you are not enrolled in Medicare.

For more information visit <https://www.medicare.gov/medicare-and-you>.

¹ <https://www.medicare.gov/basics/get-started-with-medicare/sign-up/when-does-medicare-coverage-start>.

Annual Legal Notices and the Trust Report Summary

Notice Procedures

Warning: If your notice is late or if you do not follow these notice procedures, you and all related qualified beneficiaries will lose the right to elect COBRA (or will lose the right to an extension of COBRA coverage, as applicable).

Notices Must Be Written and Submitted to the COBRA Administrator:

Any notice that you provide must be in writing and must be submitted to your COBRA Administrator. Oral notice, including notice by telephone, is not acceptable.

How, When, and Where to Send Notices:

Please see the Plan Contact Information section (below) for information on how and where to send notices.

However, if a different address for notices to a Plan appears in the Plan's most recent Benefit Booklet, you must mail or hand deliver your notice to that address (if you do not have a copy of a Plan's most recent summary plan description, you may request one from your COBRA Administrator). If mailed, your notice must be postmarked no later than the last day of the applicable notice period. If hand delivered, your notice must be received by the individual at the address specified above no later than the last day of the applicable notice period. (The applicable notice periods are described in the paragraphs above entitled "When is COBRA continuation coverage available?", "Disability extension of 18-month period of COBRA continuation coverage", and "Second qualifying event extension of 18-month period of continuation coverage.")

Information Required for All Notices:

Any notice you provide must include: (1) the name of the Plan; (2) the name and address of the employee who is (or was) covered under the Plan(s); (3) the name(s) and address(es) of all qualified beneficiary(ies) who lost coverage as a result of the qualifying event; (4) the qualifying event and the date it happened; and (5) the certification, signature, name, address, and telephone number of the person providing the notice.

Additional Information Required for Notice of Qualifying Event:

If the qualifying event is a divorce or legal separation, your notice must include a copy of the decree of divorce or legal separation. If your coverage is reduced or eliminated and later a divorce or legal separation occurs, and if you are notifying your Employer and COBRA Administrator that your Plan coverage was reduced or eliminated in anticipation of the divorce or legal separation, your notice must include evidence satisfactory to your Employer and COBRA Administrator that your coverage was reduced or eliminated in anticipation of the divorce or legal separation.

Additional Information Required for Notice of Disability:

Any notice of disability that you provide must include: (1) the name and address of the disabled qualified beneficiary; (2) the date that the qualified beneficiary became disabled; (3) the names and addresses of all qualified beneficiaries who are still receiving COBRA coverage; (4) the date that the Social Security Administration/PERA Disability Program Administrator made its determination; (5) a copy of the Social Security Administration's/PERA's determination; and (6) a statement whether the Social Security Administration/PERA has subsequently determined that the disabled qualified beneficiary is no longer disabled.

Annual Legal Notices and the Trust Report Summary

Additional Information Required for Notice of Second Qualifying Event:

Any notice of a second qualifying event that you provide must include: (1) the names and addresses of all qualified beneficiaries who are still receiving COBRA coverage; (2) the second qualifying event and the date that it happened; and (3) if the second qualifying event is a divorce or legal separation, a copy of the decree of divorce or legal separation.

Who May Provide Notices:

The covered employee (i.e., the employee or former employee who is or was covered under the Plan), a qualified beneficiary who lost coverage due to the qualifying event described in the notice, or a representative acting on behalf of either may provide notices. A notice provided by any of these individuals will satisfy any responsibility to provide notice on behalf of all qualified beneficiaries who lost coverage due to the qualifying event described in the notice.

Annual Legal Notices and the Trust Report Summary

Continuation of Coverage

You may have dependents covered by your CU Health Plan(s) that do not meet the COBRA definition of “qualified beneficiaries” and therefore are not eligible for COBRA coverage. These non-COBRA qualified beneficiaries may include your partner in a civil union, SGDP, and their children. These dependents are still eligible for COBRA-like coverage, however this continued coverage is offered by your Employer and is not a right under COBRA. This Continuation of Coverage functions like COBRA and is subject to the same time periods and requirements as COBRA, however this continuation of coverage cannot be extended due to disability. To utilize this Continuation of Coverage for your non-COBRA qualified dependents, follow the same procedures outlined above for COBRA continuation of coverage. Please contact your Employer or COBRA Administrator with any questions regarding Continuation of Coverage.

If you have questions

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor’s Employee Benefits Security Administration (EBSA) in your area or visit www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA’s website.) For more information about the Marketplace, visit www.HealthCare.gov.

Keep your Plan informed of address changes

To protect your family’s rights, let your Employer and the COBRA Administrator know about any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to your Employer and the COBRA Administrator.

Plan Contact Information

You may obtain information about the Plans and COBRA coverage on request from the COBRA Administrator:

ASI COBRA

P.O. Box 657

Columbia, MO 65205

Phone: 1-877-388-8331

Fax: 1-573-499-1840

This contact information for the Plan(s) may change from time to time. The most recent information will be included in the Plans’ most recent Benefits Booklet. If you do not have a copy, you may request one from your COBRA Administrator.

Annual Legal Notices and the Trust Report Summary

Summary Annual Report for University of Colorado Health and Welfare Trust

This is a summary of the annual report of the University of Colorado Health and Welfare Trust (“Trust”), Employer Identification Number (EIN) 27-6690619 and shall qualify as a “voluntary employees’ beneficiary association” under Section 501(c)(9) of Internal Revenue Code of 1986, as amended, for July 1, 2022 through June 30, 2023. The annual report has been filed with the Employee Benefits Security Administration, as required under the Employee Retirement Income Security Act of 1974 (ERISA).

All benefits of the component plans provided under the University of Colorado Health and Welfare Plan (“Plan”) are provided on an uninsured basis. The Regents of the University of Colorado has committed itself to pay all medical and dental claims incurred under the terms of the Plan.

Additionally, funds are paid by the Trust for administration fees charged by the third-party Administrative Services Organization (ASO) to pay claims and to manage provider networks.

Insurance Information

The Plan has contracts with Rocky Mountain Hospital and Medical Service, Inc. dba Anthem Blue Cross and Blue Shield, CaremarkPCS Health, LLC dba CVS Caremark, Kaiser Permanente Insurance Company and Delta Dental, as the third- party ASOs, to pay all medical, vision and dental claims incurred under the terms of the Plan. The Plan is a self-funded plan and the claims expense is affected by the number and size of the claims. The total premiums paid for the plan year ending June 30, 2023 were \$399,099,266.

Basic financial statements

The value of plan assets, after subtracting liabilities of the plan, was \$68,593,486 as of June 30, 2023, compared to \$52,430,776 as of June 30, 2022. During the plan year the plan experienced an increase in its net position of \$16,162,710. This includes unrealized appreciation and depreciation in the value of plan assets; that is, the difference between the value of the plan's assets at the end of the year and the value of the assets at the beginning of the year or the cost of assets acquired during the year. During the plan year, the plan had total revenue of \$401,529,935 including employer contributions of \$356,077,540, employee contributions of \$43,021,726, investment earnings of \$2,333,811, and miscellaneous revenue of \$96,858. Plan expenses were \$385,367,225. These expenses included \$359,059,624 in incurred claims, \$24,811,652 in claims processing and administrative expenses, and \$1,495,949 in wellness initiative expenses.

Your Rights to Additional Information

You have the right to receive a copy of the full annual report, or any part thereof, on request. The items listed below are included in that report:

1. an independent auditors’ report;
 2. management's discussion and analysis (unaudited);
 3. statements of fiduciary net position;
 4. statements of changes in fiduciary net position;
 5. notes to the financial statements;
 6. required supplementary information – ten-year loss development information (unaudited)
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Annual Legal Notices and the Trust Report Summary

7. supplementary schedules: a) Schedule H, Line 4i – Schedule of Assets (Held at End of Year) – June 30, 2023, and b) Schedule H, Line 4j – Schedule of Reportable Transactions – Year Ended June 30, 2023

To obtain a copy of the full annual report, or any part thereof, write or call the office of CU Health Plan Administration, who is the plan administrator, 1800 Grant St., Suite 620, Denver, CO 80203; 303-860-4199. The charge to cover copying costs will be \$15.00 for the full annual report, or \$0.75 per page for any part thereof.

You also have the right to receive from the plan administrator, on request and at no charge, a statement of the assets and liabilities of the plan and accompanying notes, or a statement of income and expenses of the plan and accompanying notes, or both. If you request a copy of the full annual report from the plan administrator, these two statements and accompanying notes will be included as part of that report. The charge to cover copying costs given above does not include a charge for the copying of these portions of the report because these portions are furnished without charge.

You also have the legally protected right to examine the annual report at the main office of the plan, 1800 Grant St., Suite 620, Denver, CO 80203, and at the U.S. Department of Labor in Washington, D.C., or to obtain a copy from the U.S. Department of Labor upon payment of copying costs. Requests to the Department should be addressed to: Public Disclosure Room, Room N-1513, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

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