



COLORADO FIREFIGHTER
HEART, CANCER & BEHAVIORAL HEALTH
BENEFITS TRUST

Behavioral Health Program Plan

Plan Summary of Program

Plan administered by McGriff

Effective 2/10/2023

Exclusions 9 and 10 effective July 1, 2023

This Plan Document further defines the program provided pursuant to Part 5 of Article 5 of Title 29, Colorado Revised Statutes.

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This Program Plan Document (Plan Document) is intended to be read in its entirety. In order to understand all the limitations, the applicable provisions/conditions, exclusions to its program and general definitions, please read all the Plan Document provisions carefully.

Program Declarations	
Program Effective Date	At the inception of the program, February 10, 2023.
Program Period	Beginning on the Program Effective Date and ending June 30, 2023 at 11:59 p.m. or upon a determination of insufficient or unavailable state funding, whichever occurs first. Thereafter, the Program Period is the fiscal year from July 1 to June 30 of the following year or upon a determination of insufficient or unavailable state funding, whichever occurs first.
Contribution Due Date	Where state funding, provided to the Trust as a reimbursement, is insufficient for the direct costs of the Behavioral Health Program , voluntary Member contributions may be set, along with applicable contribution due dates. In the event of insufficient state funds, Enrolled Employers may join the Trust as Members to voluntarily participate and pay the appropriate contribution. If a Contribution Due Date is set, this Plan Document must be amended and approved by the Trust Committee .
Contribution	As determined by the Trust Administrator annually, subject to available state funding and pursuant to the Trust Agreement.

GENERAL DEFINITIONS

Please note that certain words used in this Plan Document have specific meanings. These terms will be capitalized and in bold print throughout the document. The definition of any word, if not defined in the text where it is used, may be found in this Definitions section.

Behavioral Health Issues	Means an individual’s mental and emotional well-being and actions that affect an individual’s overall wellness.
Behavioral Health Service	Means a service provided by a doctor, therapist, counselor, or other qualified professional who is licensed to diagnose, or to provide therapy, counseling, or other appropriate professional treatment of Behavioral Health Issues .
Behavioral Health Program	Means a program established under the Part 5 of Article 5 of Title 29, C.R.S. to provide basic services to Participants for the prevention, diagnosis, and initial treatment of emotional, behavioral, or mental health disorders, rendered primarily on an outpatient and consultative basis, including services delivered telephonically or remotely.

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Claim Administrator	Processes program claims information, makes claim determinations, and makes appropriate payments on behalf of the Trust .
Directly Involved with the Provision of Fire Protection Services	Means being currently on active duty with fire operations.
Employer	Means an “employer” as defined by C.R.S. § 29-5-301 (including a municipality, special district, fire authority, county improvement district, or the division of fire prevention and control beginning July 1, 2020), which employs one or more Firefighters and participates in the Trust as a Member or Enrolled Employer for purposes of providing Behavioral Health Services to Participants under its employment, pursuant to Part 5, Article 5 of Title 29, C.R.S.
Employer Provided Behavioral Health Program	Means Behavioral Health Services programs or programs to address Behavioral Health Issues which are provided by an Employer for its Participants , such as medical or health insurance, employee assistance programs, or other related services and supports.
Enrolled Employer	Means an Employer , which is not a full participating Trust Member, but which has administratively been enrolled for its Participants in the Trust for the provision of a Behavioral Health Program .
Firefighter(s)	Means a full-or part-time employee of an Employer whose duties are Directly Involved with the Provision of Fire Protection Services and a volunteer firefighter as defined in C.R.S. § 31-30-1102, including a person meeting this definition who provides volunteer services to a fire authority created by an intergovernmental agreement providing fire protection.
Inpatient Services	Means Behavioral Health Services provided during any period of confinement in a healthcare facility that begins with a patient’s admission and ends with discharge.
Member	Means an Employer who has passed a resolution to join this Trust and has signed the Trust’s Intergovernmental agreement.
Participant	Means a Firefighter of an Employer , even if the Employer is not yet a Member or an Enrolled Employer in the Trust .

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Trust	Means the multiemployer behavioral health trust described in C.R.S. § 10-3- 903.5(7)(e) established for the purposes of Part 54 of Article 5 of Title 29, C.R.S. as the Colorado Firefighter Heart, Cancer, and Behavioral Health Benefits Trust.
Trust Administrator	Means the administrator who provides marketing, underwriting, invoicing, accounting, and other membership support services under contract to the Trust.

EXPLANATION OF PROGRAM

The **Trust** will provide a **Behavioral Health Program** planned, organized, operated, and maintained to facilitate the provision of **Behavioral Health Services to Participants**, which are basic services including the prevention, diagnosis, and initial treatment of emotional, behavioral, or mental health disorder conditions.

Behavioral Health Services will either be paid by the **Participant**, with requests for the reimbursement of co-payments, deductibles, or uncovered services filed as a claim, pursuant to this Plan Document, or the **Trust** may make direct payment to Service Providers, with any offsets applied for coverage for services under an **Employer Provided Behavioral Health Program**, whether a **Participant** seeks coverage for services under an **Employer Provided Behavioral Health Program** or not. All claim payments are subject to the sufficiency and availability of state funds, pursuant to the Plan Document.

Behavioral Health Services shall be rendered primarily on an outpatient and consultative basis, including services delivered telephonically or remotely. Claims for **Inpatient Services** are further specified under the “Program Provisions/Conditions” (below). Claims for reimbursement of co-payments, deductibles, or services covered by **Employer Provided Behavioral Health Program** are further specified under the “Program Provisions/Conditions” (below).

Member or Enrolled Employers Aggregate Limit	Limited to state funding of \$1,000,000, less the cost of administration, unless voluntary contributions are made by Members or Enrolled Employers for the continuation of participation in this program.
Participant Aggregate Limit	Limited to \$10,000 per Program Period for Behavioral Health Services for which the Participant is eligible for benefits under the Program Conditions/Provisions.

No more than the Aggregate Limits specified above will be provided as payments under the **Behavioral Health Program**.

EXCLUSIONS

In addition to any specific exclusions under the terms of this Plan Document, the following are excluded from any

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Behavioral Health Program claims or expenses which may occur, arise, or result from:

1. Expenses for **Behavioral Health Services** incurred before the **Program Effective Date**;
2. Expenses for **Behavioral Health Services** that are covered or otherwise provided under an **Employer Provided Behavioral Health Program**, regardless of whether a **Participant** has sought coverage or not, except that the **Trust Administrator** and **Claims Administrator** may consider a claim for reimbursement of co-payments, deductibles, or services covered by **Employer Provided Behavioral Health Program**, as further specified under the "Program Provisions/Conditions" (below);
3. Expenses for **Behavioral Health Services** that result from any reduction in coverage or benefits of the **Employer Provided Behavioral Health Program** during the **Program Period** and the subsequent two years thereafter, except that the **Trust Administrator** and **Claims Administrator** may consider a claim for reimbursement of co-payments, deductibles, or services covered by **Employer Provided Behavioral Health Program** as further specified under the "Program Provisions/Conditions" (below);
4. Expenses for **Behavioral Health Services** incurred while on active-duty service in the military, armed forces, Navy, or Air Force of any country during the **Program Period**;
5. Expenses for **Behavioral Health Services** incurred during travel or activity outside the contiguous United States;
6. Expenses for any sickness, disease, bodily infirmity, bacterial or viral infection or medical or surgical treatment thereof, (including exposure, whether or not accidental, to viral, bacterial, or chemical agents), whether the claim results directly or indirectly from a **Behavioral Health Service**;
7. Expenses from any medical or surgical treatment, diagnostic procedures, administration of anesthesia, or medical mishap or negligence including malpractice, whether the claim results directly or indirectly from a **Behavioral Health Service**;
8. Expenses for any time lost, paid, or unpaid leave, or any salary or benefit reduction, whether the claim results directly or indirectly from a **Behavioral Health Service**;
9. Expenses for any drugs or medications which are not prescribed by a provider of **Behavioral Health Services**, including any prescribed by a primary care physician; and
10. Expenses for any drugs or medications that are experimental or under clinical trials and have not had approval by the federal Food and Drug Administration.

PROGRAM PROVISIONS/CONDITIONS

The following provisions and conditions apply and must be met in order for a **Participant** to be eligible for benefits hereunder:

1. All individuals meeting the definition of a **Participant** are included as eligible for the **Behavioral Health Program**, subject to verification of the **Employer** upon submitting a claim, unless the **Employer** is already a **Member** or **Enrolled Employer**.
2. Any claim for a reimbursement of co-payments, deductibles, or uncovered **Behavioral Health Services** under this **Behavioral Health Program** shall be offset by any benefit or coverage from the **Employer Provided Behavioral Health Program**, the Fire and Police Pension Association, Social Security, Workers' Compensation, Professional Firefighters Association or any other

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Behavioral Health Issues plan, or any other Employer-paid income benefits that are made as a result of **Behavioral Health Issues**.

3. Any claim for a reimbursement of co-payments, deductibles, or uncovered **Behavioral Health Services** under this Plan Document are excess over any other services or coverage that are available to the **Participant**. However, the **Trust Administrator** and **Claims Administrator** may consider a claim for reimbursement of co-payments, deductibles, or services covered or offered by **Employer Provided Behavioral Health**, but the claim must first be evaluated by the **Claims Administrator** and **Trust Administrator** to make a determination of whether culturally competent **Behavioral Health Services** was not available to the **Participant** making the claim, in which case, the claim may be considered for reimbursement. While the **Claims Administrator** and **Trust Administrator** may consider claims after such a determination, they must further evaluate claims under this Section in consideration of the sufficiency and availability of state funds to continue to provide the planned the **Behavioral Health Program** during the **Program Period**. Claims under this Section must be denied if an individual claim or claims data more generally indicates that payment of a claim reimbursement will result in insufficient state funds for the planned **Behavioral Health Program**.
4. Any claim for a reimbursement of co-payments, deductibles, or uncovered **Inpatient Services** must be evaluated by the **Claims Administrator** and **Trust Administrator**, in consideration of the sufficiency and availability of state funds to continue to provide the planned the **Behavioral Health Program** during the **Program Period**. **Inpatient Service** claims must be denied if an individual claim or claims data more generally indicates that payment of an **Inpatient Service** claim will result in insufficient state funds for the planned **Behavioral Health Program**.

CLAIM PROVISIONS

Notice of Claim

As the program is formally established as a statutory requirement, as long as state funding is sufficient and available, owed to the **Participant** by the **Trust** and where the rules for a qualifying claim are specific, the **Participant** must work with the **Claim Administrator** to substantiate a valid claim by voluntarily providing necessary qualifying information with the **Claim Administrator** by written or authorized electronic/telephonic notice of claim.

This notice of claim must be given to the **Trust Administrator** within 30 days after the **Behavioral Health Service** for which the **Participant** is requesting reimbursement. If written or authorized electronic/telephonic notice is not given within this 30-day period, the claim will not be invalidated or reduced if it is shown that written or authorized electronic/telephonic notice was given as soon as was reasonably possible.

Participants must give a notice of a claim to the **Trust Administrator** at:

Colorado Firefighter Heart, Cancer, and Behavioral Health Benefits Trust
c/o McGriff Insurance Services
P.O. Box 1539 | Portland, OR 97207
claims@cfhtrust.com
First Report – Toll Free: 844-769-6650 / First Report – Fax: 503-943-6622

Notices on forms provided by the **Trust Administrator** must be complete to be properly submitted. Incomplete forms will be rejected, and the **Trust Administrator** need take no further action to process the claim. In addition to any information required by the **Trust Administrator**, notices must include the

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Employer's name and contact, **Participant's** name, address, contact information, and, either a request for **Behavioral Health Services** or a request for reimbursement of expenses paid for **Behavioral Health Services** which the **Participant** has received during the Effective Date of the Plan Document, including information relating to services provided, Service Provider contact information, and invoices for expenses paid by the **Participant**. Notices must also include a Release of Information and Waiver form.

Claim Forms

The **Claims Administrator** will send claim forms for filing proof of claim upon receiving notice of a claim. If such forms are not sent within 15 days after the **Trust Administrator** receives notice, the proof requirements will be met by submitting, within the time fixed in this Plan Document for filing proof of claim. Claim forms are also available at cfhtrust.com.

Participant Cooperation Provision

Failure of a **Participant** to cooperate in the administration of the claim may result in the termination of the claim. Such cooperation includes, but is not limited to, providing any information or requested documents needed to determine whether benefits are payable, or the actual benefit amount due.

Proof and Evaluation of Claims

Proof of claim must include documentation furnished by the licensed professional providing a **Behavioral Health Service**. If it is not reasonably possible to give proof of claim within 30 days after the date of the service, it will be deemed an untimely claim.

To consider an untimely claim, proof of the claim must be given no later than 90 days thereafter, and the **Claims Administrator** and **Trust Administrator** must evaluate the untimely claim, in consideration of the sufficiency and availability of state funds to continue to provide the planned the **Behavioral Health Program** during the **Program Period**. Untimely claims must be denied if an individual claim or claims data more generally indicates that payment of an untimely claim will result in insufficient state funds for the planned **Behavioral Health Program**.

Evaluation of claims for **Inpatient Services** are further specified under the "Program Provisions/Conditions" (above).

The **Trust** has the right to require as part of the proof of claim:

- a. the **Participant's** signed statement identifying all other income benefits; and
- b. satisfactory proof that the **Participant** has applied for all other **Employer Provided Behavioral Health Programs** or excluded or offset benefits.

After submitting proof of claim, the **Participant** will be required to apply for and pursue any and all sources of coverage or support of **Behavioral Health Services** that are otherwise available outside of the payments that may be provided under this Plan Document.

Payment of Claim Reimbursements

All reimbursement of claim payments will be paid in United States currency to the **Participant**.

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Denial Review Process

The Benefit Claims Review Procedure, in effect at the time of the **Program Period** for which a claim the made, governs the process by which a **Participant** may request review of a denial, in whole or in part, of requested benefits. If a **Participant** and the **Trust** fail to agree on whether benefits under this Coverage Plan are due, the **Participant** may request a review of the denial of benefits, in whole or in part, by submitting a written statement to the **Trust Administrator** within sixty (60) days of the denial; the denial is considered final if no request for review is submitted within sixty (60) days of the notice of denial. The form of the written request, and the details of the review process, are set forth in the Benefit Claims Review Procedure. The **Trust Administrator** will forward timely written review requests to the Claims Review Committee, which will provide a written decision within thirty (30) days, unless special circumstances exist for an extension, in which event the written decision shall be made within ninety (90) days. If a **Participant** is dissatisfied with the decision rendered by the Claims Review Committee, the **Participant** may submit a written request for further review by the Trust Committee within fifteen (15) days of the CRC decision. The **Trust Administrator** will forward timely written requests for further review to the Trust Committee, which will review the matter at a regular or special meeting and provide a written decision within sixty (60) days, unless special circumstances exist for an extension, in which event the written decision shall be made within ninety (90) days. The decision of the Trust Committee is final, conclusive, and binding upon the **Participant** and all other persons thirty (30) days after the decision is issued.

ADMINISTRATIVE PROVISIONS

Changes to This Contract

This Plan Document, and the Trust Agreement and the Benefit Claims Review Procedure, both incorporated herein by reference, make up the entire contract between the **Participants** and the **Trust**. In the absence of fraud, all statements made by the **Participant** or any **Member** or **Enrolled Employer** will be considered representations and not warranties. No written statement made by a **Participant** will be used in any contest unless a copy of the statement is furnished to the **Participant** or personal representative. No change in this Plan Document will be valid until approved by the Trust Committee. The effective date of the initial Plan Document and any subsequent amendments must be noted on or attached to this Plan Document. Otherwise, no party may change this Plan Document or waive any of its provisions.

Plan Effective Date and Termination Date

The **Trust**, through the Trust Committee, may terminate the **Behavioral Health Program** on or before the expiration of the **Program Period** if state funding for the **Behavioral Health Program** is not sufficient either during the **Program Period** or to continue the **Behavioral Health Program** for a subsequent period. If participation in the **Behavioral Health Program** becomes voluntary due to the insufficiency or unavailability of state funds, and the **Trust** continues to offer a **Behavioral Health Program** and set contributions and a **Contribution Due Date**, a **Member** wishing to continue in a voluntary **Behavioral Health Program** for its **Participant** employees must provide written consent to participate to the **Trust Administrator** at least 30 days prior to the established **Contribution Due Date**.

Notice of Fund Balance

The **Trust** shall post periodic fund balance and expense estimate summaries to its web page. No other notice will be required.

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Clerical Error

A mere clerical error, whether by the **Participant, Employer, Enrolled Employer**, or the **Trust** will not automatically deny or void a claim for any eligible **Participant** which would otherwise have been in effect, nor extend the service or reimbursement if that program benefit would have otherwise ended or been reduced as provided in this Plan Document. However, if a clerical error is discovered after the expiration of the current Plan document, the claim must be evaluated by the **Claims Administrator** and **Trust Administrator**, in consideration of the sufficiency and availability of state funds to continue to provide the planned the **Behavioral Health Program** during the subsequent **Program Period**, and must be denied if an individual claim or claims data more generally indicates that payment of the claim will result in insufficient state funds for the planned **Behavioral Health Program**.

Payment in Error

If an erroneous benefit payment is made by or on behalf of the Plan Document, the Plan Document may require the **Participant**, the Service Provider, or the ineligible person to refund the amount paid in error. The Trust reserves the right under the Plan Document to correct payments made in error by offsetting the amount paid in error against any future payments and new claims. The Plan Document also reserves the right to take legal action to correct payments made in error.

Conformity with Law

This Plan Document shall conform with any determination made by an appropriate jurisdiction regarding changes to the **Behavioral Health Services Program** under Part 5 of Article 5 of Title 29, C.R.S.