



# **Colorado Firefighter Voluntary Cancer Coverage Award Plan**

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## **Plan Summary of Awards**

**Plan administered by McGriff**

*Effective 1/1/2021*

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**COLORADO FIREFIGHTER CANCER AWARD TRUST  
COVERAGE PLAN DOCUMENT**

This Coverage Plan Document represents coverage under the **Voluntary Cancer Award Program** and shall cover the voluntary and legal liability of **Members** of the Trust established under Part 4 of Article 5 of Title 29 of the Colorado Revised Statutes (C.R.S.), as well to defend **Members** from any actions brought by a **Covered Individual** against the **Member** regarding the interpretation of this statute.

*This Coverage is intended to be read in its entirety. In order to understand all the limitations to the Schedule of Awards and the applicable provisions/conditions, exclusions to its awards and general definitions please read all the coverage provisions carefully.*

<b>Coverage Declarations</b>	
<b>Coverage Effective Date</b>	July 1, annually or upon execution of Member Resolution, Trust Agreement, and receipt of payment by <b>Trust Administrator</b>
<b>Coverage Period</b>	The twelve-month period beginning July 1, at 12:00 a.m. and ending June 30 at 11:59 p.m.
<b>Contribution Due Date</b>	July 1, annually or at the inception of coverage
<b>Contribution</b>	As determined by the <b>Trust Administrator</b> annually, subject to prorated changes for midterm adjustments

**GENERAL DEFINITIONS**

Please note that certain words used in this Coverage Plan 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 either in this Definitions section or in the *Schedule of Awards*.

<b>Cancer</b>	Means cancer that originates as a cancer of the brain, skin, breast (beginning January 1, 2021), digestive system, hematological system, genitourinary system or additional cancers as defined by the <b>Trust</b> .
<b>Claim Administrator</b>	Processes claim information, makes claim determinations as respects to coverage plan and makes appropriate payments on behalf of the <b>Trust</b> .
<b>Covered Individual</b>	Means a <b>Firefighter, Part-Time Firefighter, and Volunteer Firefighter</b> who meets the coverage requirements as defined in coverage provision #8 pg. 8 of this document.
<b>Employer</b>	Means an “employer” as defined by C.R.S. § 29-5-402 (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 <b>Firefighters, Part-Time Firefighters</b> or <b>Volunteer Firefighters</b> and participates in the Trust for purposes of providing benefits under Part 4, Article 5 of Title 29, C.R.S.  <b>Employer</b> does not include a power authority created pursuant to C.R.S. § 29-1-204 or a municipally owned utility.

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<b>Firefighter(s)</b>	Means a full-time active employee of an <b>Employer</b> who regularly works at least one thousand six hundred (1,600) hours in any calendar year and whose duties are directly involved with the provision of fire protection services and who is not a <b>Volunteer Firefighter</b> .
<b>Member</b>	<b>Employer</b> who has passed a resolution to join this <b>Trust</b> and has signed the <b>Trust's</b> Intergovernmental agreement.
<b>Part-Time Firefighter</b>	Means an active employee of an <b>Employer</b> who regularly works less than one thousand six hundred (1,600) hours in any calendar year, whose duties are directly involved with the provision of fire protection services and who is not a <b>Volunteer Firefighter</b> .
<b>Tobacco Product</b>	Any product that is made or derived from tobacco that is intended for human consumption.
<b>Trust</b>	Means the multiemployer trust described in C.R.S. § 10-3-903.5(7)(b)(I) established for the purposes of Part 4 of Article 5 of Title 29, C.R.S.
<b>Trust Administrator</b>	Provides marketing, underwriting, invoicing, accounting and other membership support services under contract to the <b>Trust</b> .
<b>Volunteer Firefighter</b>	Means a <b>Volunteer Firefighter</b> 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.
<b>Voluntary Firefighter Cancer Awards Program</b>	Shall cover the voluntary and legal liability of <b>Members</b> of the <b>Trust</b> established under the Part 4 of Article 5 of Title 29, C.R.S. as well to defend <b>Members</b> from any actions brought by a <b>Covered Individual</b> against the <b>Member</b> regarding the interpretation of this statute.

**SCHEDULE OF AWARDS**

The **Trust** will pay the awards listed below if the **Covered Individual** suffers from a diagnosis of a covered **Cancer**, subject to the terms, conditions, provisions and limitations of this Coverage Plan. If the **Covered Individual** sustains more than one diagnosis of a covered **Cancer**, awards will be paid for the covered loss for which the largest available award is payable.

<b>Aggregate Limit</b>	The maximum amount that can be paid to a <b>Firefighter, Part-Time Firefighter, or Volunteer Firefighter</b> as a result of a diagnosis of a covered <b>Cancer</b> is \$272,500.00.
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No more than the Aggregate Limit specified above will be paid for all covered losses suffered by a **Covered Individual** as the result of any one diagnosis of a covered **Cancer** or series of related diagnosis of covered **Cancers**, as specified above.

Please read the Definitions, Exclusions, Coverage Provisions/Conditions, Claims and Administrative provisions in order to understand all of the terms, conditions and limitations applicable to these awards and coverage.

## Awards

(1) The following awards based on the stage of the **Cancer** at time of diagnosis:



- (I) Award Level Zero: two hundred dollars up to two thousand one hundred and eighty dollars [\$218 - \$2,180];
  - A. \$218 for diagnosis that is covered for \$1,000 in treatment and medication paid by provider
  - B. \$436 for diagnosis that is covered for \$2,000 in treatment and medication paid by provider
  - C. \$872 for diagnosis that is covered for \$4,000 in treatment and medication paid by provider
  - D. \$1,308 for diagnosis that is covered for \$6,000 in treatment and medication paid by provider
  - E. \$1,744 for diagnosis that is covered for \$8,000 in treatment and medication paid by provider
  - F. \$2,180 for diagnosis that is covered for \$10,000 in treatment and medication paid by provider

Unless a **Covered Individual** can show that their actual out of pocket expenses were higher, in which case up to a \$4,360 limit will apply. Award Level Zero will not be paid in addition to any other Award Level applicable.

- (I) Award Level One: four thousand three-hundred and sixty dollars [\$4,360];
- (II) Award Level Two: nine thousand eight-hundred and ten dollars [\$9,810];
- (III) Award Level Three: twenty thousand seven-hundred and ten dollars [\$20,710];
- (IV) Award Level Four: twenty-eight thousand eight-hundred and eighty-five dollars; [\$28,885];
- (V) Award Level Five: thirty-five thousand and sixteen dollars; [\$35,016];
- (VI) Award Level Six: forty-five thousand two-hundred and thirty-five dollars; [\$45,235];
- (VII) Award Level Seven: seventy-five thousand eight-hundred and ninety-one dollars [\$75,891];
- (VIII) Award Level Eight: ninety-six thousand three-hundred and twenty-nine dollars [\$96,329];
- (IX) Award Level Nine: one-hundred eighty-eight thousand two-hundred and ninety-eight dollars [\$188,298];
- (X) Award Level Ten: two-hundred forty-nine thousand six-hundred and ten dollars [\$249,610].

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The following describes the stage of the **Cancer** and the designated Award Level for purposes of awards under this **Voluntary Firefighter Cancer Awards Program**:

<b>STAGE OF CANCER</b> 	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>TYPES OF CANCER</b> 					
<b>Skin</b>	<b>(Award 0)</b> Abnormal cells are found in the squamous cell or basal cell layer of the epidermis	<b>(Award 0)</b> Confined to skin as thick as 10mm	<b>(Award 1)</b> Grown thicker up to 4mm, but not spread	<b>(Award 6)</b> Has spread to either nearby skin or nearby lymph nodes	<b>(Award 8)</b> Has spread to an internal organ, or is found on the skin far from the original melanoma, squamous cell carcinoma, or basal cell carcinoma.
<b>Digestive (Stomach, as an example)</b>	<b>(Award 0)</b> Limited to the inner lining layer of the stomach and have not grown into deeper layers	<b>(Award 2)</b> Has grown into the inner layer of the wall of the stomach, but it has not spread to any lymph nodes or other organs	<b>(Award 5)</b> Stage 2 has two types depending on severity of the spread. In general, the cancer is still limited to local tissues and lymph nodes at this stage	<b>(Award 7)</b> Stage 3 also has two types depending on severity of the spread. At this Award, the cancer may or may not spread to nearby organs or structures	<b>(Award 9)</b> A cancer of any size that has spread to distant parts of the body in addition to the area around the stomach
<b>Genitourinary (Prostate, as an example)</b>	<b>(Award 0)</b> No evidence of tumor in the prostate	<b>(Award 2)</b> Found in the prostate only and is usually made up of cells that look more like healthy cells and is likely to grow slowly	<b>(Award 4)</b> Has not spread outside of the prostate gland, but the cells are usually more abnormal and may tend to grow more quickly. It has not spread to lymph nodes or distant organs	<b>(Award 6)</b> Has spread beyond the outer layer of the prostate into nearby tissues. It may also have spread to the seminal vesicles	<b>(Award 9)</b> Any tumor that has spread to other parts of the body, such as the bladder, rectum, bone, liver, lungs, or lymph nodes
<b>Brain</b>	<b>(Award 0)</b> In general, the cancer cells are still located in the place they started and have not spread to nearby tissues in the brain	<b>(Award 2)</b> A separate group of tumors called juvenile pilocytic astrocytoma (JPA). The term "juvenile" does not refer to the age of the patient, but the type of cell. This is a non-cancerous, slow-growing tumor that can often be cured with surgery. It is different from a low-grade astrocytoma or Grade II glioma, which are likely to come back after treatment	<b>(Award 5)</b> Tumor does not have dead cells in the tumor, called necrosis, but shows an abnormally large number of cells, called hypercellular	<b>(Award 8)</b> Tumor is hypercellular and has cells that are actively dividing, called mitosis. It is often called anaplastic astrocytoma	<b>(Award 10)</b> Tumor is usually a glioblastoma, also called glioblastoma multiforme or GBM. Cells in the tumor are actively dividing, and it has blood vessel growth and areas of dead cells in addition to the factors common to grade II and III tumors

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<b>Hematological</b>	<b>(Award 0)</b> Too many lymphocytes in the blood, but there are no other signs or symptoms of leukemia. chronic lymphocytic leukemia is indolent	<b>(Award 0)</b> Has lymphocytosis and enlarged lymph nodes. The patient does not have an enlarged liver or spleen, anemia, or low levels of platelets	<b>(Award 3)</b> Has lymphocytosis and an enlarged spleen and/or liver and may or may not have swollen lymph nodes	<b>(Award 6)</b> Has lymphocytosis and anemia. The patient may or may not have swollen lymph nodes and an enlarged liver or spleen	<b>(Award 8)</b> Has lymphocytosis and low levels of platelets. The patient may or may not have swollen lymph nodes, an enlarged liver or spleen, or anemia
<b>Breast</b>	<b>(Award 1)</b> No evidence of cancer cells outside breast; not invading nearby tissues. Cancer cells are only in the ducts of breast tissues. Non-invasive.	<b>(Award 2)</b> Type A: Tumor up to 2 cm confined to breast and lymph nodes are not compromised Type B: Small cancer cells found in lymph nodes but no tumor in breast or tumors only 2cm or less in breast	<b>(Award 5)</b> Type A: No tumor or small tumor less than 2cm in breast and cancer cells are found in 1-3 auxiliary lymph nodes; or a tumor between 2cm and 5cm in breast but has not spread to lymph nodes Type B: A tumor between 2cm and 5cm in breast and has spread to lymph nodes; or a tumor larger than 5cm but has not spread to lymph nodes	<b>(Award 7)</b> Type A: Any tumor size and has spread to 4-9 lymph node Type B: Tumor has spread to chest wall. It may or may not have spread to up to 9 lymph nodes Type C: Any tumor size and has spread to 10 or more lymph nodes	<b>(Award 8)</b> Tumor is any size and has spread to other organs

**Additional Awards**

<b>Coverage Conditions</b>	<b>Applicable Awards</b>
Payment to the provider for actual cost for rehabilitative or vocational training employment services and educational training relating to the <b>Cancer</b> diagnosis;	Up to \$27,250 for services
Payment if a <b>Covered Individual</b> incurs cosmetic disfigurement cost resulting from a covered <b>Cancer</b> ; and	Up to \$10,900 payment
If the <b>Cancer</b> is diagnosed as terminal, the <b>Covered Individual</b> will receive a lump sum payment as an accelerated payment toward the awards due in the Awards section above.	Up to \$27,250 lump sum payment

**EXCLUSIONS**

In addition to any award-specific exclusion, awards will not be paid for any diagnosis of a covered cancer, or for any claimed loss or expense occurring, arising, or resulting from:

1. Intentionally self-inflicted injury, suicide, or any self-inflicted injury or suicide attempt.
2. Any act of declared or undeclared war unless specifically provided by this Coverage.
3. Travel or activity outside the contiguous United States.
4. Any cancer which was diagnosed in a **Covered Individual** prior to the date of enrollment of the **Covered Individual** in this Trust.

## **COVERAGE PROVISIONS/CONDITIONS**

The following provisions and conditions apply and must be met in order for a **Covered Individual** to be eligible for awards hereunder:

1. The **Covered Individual** is entitled to additional awards if the **Cancer** increases in Award Level, but the amount of any award paid earlier for this **Cancer** will be subtracted from the new award.
2. If a **Covered Individual** dies while owed awards under this Coverage Plan, the awards will be paid to the surviving spouse or domestic partner, if any at the time of death, and if there is no surviving spouse or domestic partner, any surviving children equally. If there is no surviving spouse, domestic partner or child, the obligation of the Trust to pay awards will cease.
3. If a **Covered Individual** returns to employment after a **Cancer** diagnosis, the **Covered Individual** is entitled to the awards in the Schedule of Awards in this Coverage Plan for any subsequent new type of covered **Cancer** diagnosis.
4. An **Employer** who participates in the **Voluntary Firefighter Cancer Benefits Program** created in Part 4 of Article 5 of Title 29, C.R.S. will be excluded from the provisions of C.R.S. § 8-41-209(1) and (2). This exclusion will cease at the time the **Employer** ends participation in the **Voluntary Firefighter Cancer Benefits Program** contained in Part 4 of Article 5 of Title 29, C.R.S.
5. Unless the offset provisions of C.R.S. § 29-5-403(10) have already been taken, in cases where it is determined that a firefighter has received an award for **Cancer** diagnoses pursuant to C.R.S. § 29-5-403(2) through (9), the aggregate benefits payable for temporary total disability, temporary partial disability, permanent partial disability, and permanent total disability shall be reduced, but not below zero, by an amount equal to the total amount of such cancer diagnosis award. In cases where it is determined that a **Covered Individual** has received cosmetic disfigurement benefits pursuant to C.R.S. § 29-5-403(4)(b), benefits for disfigurement payable pursuant to C.R.S. § 8-42-108 shall be reduced, but not below zero, by an amount equal to such cosmetic disfigurement benefits. Pursuant to C.R.S. § 29-5-403(11), benefits are reduced by twenty-five percent (25%) if a **Covered Individual** used a **Tobacco Product** within the five years immediately preceding the **Cancer** diagnosis.
6. Unless the offset provisions of C.R.S. § 8-42-103(1)(h) have already been taken, the awards paid pursuant to this Coverage Plan must be offset by any payments made under the "Workers' Compensation Act of Colorado," Articles 40 to 47 of Title 8, C.R.S., regardless of when the payments are made. The Trust will have the authority to determine how and when the offsets are implemented. Notice to Workers' Compensation Provider will be made.
7. The awards in this Coverage Plan are reduced by twenty-five percent [25%] if a **Covered Individual** used a **Tobacco Product** within five [5] years immediately preceding the **Cancer** diagnosis.
8. In order for a **Covered Individual** to be eligible for the awards in the Schedule of Awards in this Coverage Plan, the following conditions must be met:
  - a. Prior to the diagnosis of **Cancer** and either in qualifying for a firefighter position or anytime after the **Firefighter, Volunteer Firefighter** or **Part-Time Firefighter** became employed by an **Employer**, the **Firefighter, Volunteer Firefighter** or **Part-Time Firefighter** had a medical examination that would reasonably have found an illness or injury that could have caused the **Cancer** and no illness or injury was found;
  - b. The **Firefighter**:
    - (l) Has at least five [5] years of continuous, full-time employment with an **Employer** and



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- (II) Is diagnosed with **Cancer** within ten [10] years after ceasing employment as a firefighter.
  - (III) A break in service of no more than one [1] year will not be considered a break in continuous full-time employment for purposes of this section. The break in service will not count as part of the five years of service.
- c. **The Volunteer Firefighter:**
- (I) Has at least ten [10] years of active service, as used in C.R.S. § 31-30-1122, and has maintained a minimum training participation in the fire department of thirty-six [36] hours each year and
  - (II) Is diagnosed with **Cancer** within ten [10] years after ceasing employment as a **Volunteer Firefighter**.
- d. **The Part-Time Firefighter:**
- (I) Has at least ten [10] years of active service and
  - (II) Is diagnosed with **Cancer** within ten years after ceasing employment as a part-time firefighter.
9. Eligibility for coverage for **Firefighters, Part-Time Firefighters, or Volunteer Firefighters** may be added up to determine eligibility under this coverage by determining the relative percentage of eligibility time of employment for each Part-Time, Volunteer and Full-time positions held. When any combination adds up to equal 100%, then the firefighter is eligible.

Example:

Volunteer 3 yrs = 30% (of eligibility requirement of 10 yrs)

PT employment 2 year = 20% (of eligibility requirement of 10 yrs)

Full-time FF 2 yrs = 40% (of eligibility requirement of 5 yrs)

Total Time = 90% of eligibility requirement

- 10. Where a **Covered Individual** is scheduled under more than one **Member** rosters of this **Trust** only one claim for the same Diagnosis will be considered.
- 11. All **Covered Individuals** must be scheduled annually with the **Trust Administrator** and a **Contribution** must be paid based on the census in order to be eligible to receive an award payment under this Coverage Plan. Newly eligible **Covered Individuals** must be reported on the first census after they have been certified as eligible.
- 12. The Awards and **Aggregate Limit** payment contained in this Coverage Plan shall be increased by the same percentage and at the same time as any Fire and Police Pension Association increases in the awards paid to its members pursuant to C.R.S. § 31-31-407.
- 13. An **Employer** that participates in this **Voluntary Cancer Awards Program**, Part 4 of Article 5 of Article 29, C.R.S. will be covered exclusively by this coverage document during such participation.
- 14. For the purpose of **Employer** policies and benefits a **Cancer** diagnosis is treated as an on-the-job injury or illness. This coverage plan does not affect any determination as to whether the cancer is covered under the "Workers' Compensation Act of Colorado", Articles 40 to 47 of Title 8, C.R.S.

## **CLAIM PROVISIONS**

### **Notice of Claim**

As the claim is formally established as a liability owed to the **Covered Individual** by the **Employer** and where the rules for a qualifying claim are very specific, the **Covered Individual** must work with the **Employer** to substantiate a valid claim by voluntarily providing necessary qualifying information with the **Employer** by written or authorized electronic notice of claim. This notice of claim must be given to the **Claims Administrator** through the **Employer** no more than three years after a diagnosis of a covered **Cancer** for which awards are sought occurs, or the eligibility is reviewed with the **Employer**. If written or authorized electronic/ notice is not given within this period, the claim will not be invalidated or reduced if it is shown that written or authorized electronic notice was given as soon as was reasonably possible. Only one timely claim for each type of **Cancer** needs to be filed to allow the **Trust** to pay or increase the Award Level applicable in this Coverage Plan.

Notice must be given to the **Employer**, which must contact the **Trust Administrator** at:

Colorado Cancer Awards **Trust Administrator**  
c/o McGriff, Seibels & Williams, Inc.  
P.O. Box 1539  
Portland, OR 97207-1539  
First Report – Toll Free: 844-769-6650  
First Report – Fax: 503-943-6622

Notice should include the **Employer's** name, coverage number, and the **Covered Individual's** name, address, contact information, date of event, medical facility, and attending physician along with a signed Medical Release of Information and Waiver form.

### **Claim Forms**

**Claim Administrator** will send claim forms to either the **Covered Individual** or the **Employer** for filing proof of loss upon receiving notice of a claim. If such forms are not sent within 15 days after the **Claim Administrator** receives notice, the proof requirements will be met by submitting, within the time fixed in this Coverage Plan for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.

### **Covered Individual Cooperation Provision**

Failure of a **Covered Individual** 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 documents needed to determine whether awards are payable, or the actual award amount due.

### **Proof of Loss**

Proof of loss must include diagnoses documentation furnished by a physician and supported by clinical, radiological, histological, pathological, and/or laboratory evidence. If it is not reasonably possible to provide proof of claim within 90 days after the date of the diagnosis for which an award is claimed or date of covered loss for which an award is claimed, it must be given no more than three (3) years after the date of diagnosis, subject to the provisions of the Notice of Claim section above. These time limits will not apply during any time period the **Covered Individual** or his or her authorized representative lacks the legal capacity to give proof of claim.

## Time of Payment of Claims

**Trust** will pay the Award Level due as follows:

- a. Award Level 0 as a lump sum after an explanation of benefits from physician is received;
- b. Award Level 1 as a lump sum after adequate proof of loss is filed;
- c. Award Level 2 through 10 at a rate of \$4,000 paid twice monthly from the date of diagnosis, less any applicable offsets; or
- d. Immediately after **Trust** receive the proof of loss following the end of our liability.

Any awards due will be paid when the **Claims Administrator** receives written (or authorized electronic) proof of loss.

## Payment of Claims

All awards will be paid in United States currency to the **Covered Individual**.

## Legal Actions

No action at law or in equity will be brought to recover awards under this Coverage Plan less than 60 days after satisfactory completing the appropriate proof of loss requirement has been furnished as required by this Coverage Plan or until such time that the **Claims Administrator**, **Trust** Claims Committee, and the Trustees have each had 20 days to review the issues involved without reaching an acceptable resolution. No such action will be brought after expiry of the applicable statute of limitations from the time proof of loss is required to be furnished under this Coverage Plan.

## ADMINISTRATIVE PROVISIONS

### Changes to This Contract

This Coverage Plan and the **Trust** Agreement make up the entire contract between the **Employer**, **Covered Individual** and the **Trust**. In the absence of fraud, all statements made by the **Covered Individual** or any **Employer** or **Covered Individual** will be considered representations and not warranties. No written statement made by a **Covered Individual** will be used in any contest unless a copy of the statement is furnished to the **Covered Individual** or personal representative. No change in this Coverage Plan will be valid until approved in accordance with the provisions of the **Trust** Agreement governing amendments to the Coverage Plan. The approval must be noted on or attached to this Coverage Plan. No party may change this Coverage Plan or waive any of its provisions.

### Coverage Effective Date and Termination Date

Coverage is effective July 1, annually or upon enrollment to include, receipt of signed Member Resolution and **Trust** Agreement joining the **Trust** as well as payment of contribution.

**Trust** may terminate coverage on or after the first anniversary of the coverage effective date, and the Employer may terminate coverage on any contribution due date. Written or authorized electronic notice must be given at least 90 days prior to such contribution due date. Termination will not affect a claim for award of a diagnosis of a covered Cancer that occurs while coverage was in effect.

## **Clerical Error**

Clerical error, whether by the **Covered Individual**, **Employer**, or the **Trust** will not deny or void the coverage of any eligible **Covered Individual** that would otherwise have been in effect, nor extend the coverage if that coverage would have otherwise ended or been reduced as provided in this Coverage Plan.

## **Payment in Error**

If an erroneous award payment is made by or on behalf of the **Trust**, the **Trust** may require the **Covered Individual**, the provider of services, or the ineligible person to refund the amount paid in error. The **Trust** reserves the right to correct payments made in error by offsetting the amount paid in error against any future award payments and new claims. The **Trust** also reserves the right to take legal action to correct payments made in error.

## **Conformity with Law**

This Coverage Plan Document shall conform with any determination made by an appropriate jurisdiction regarding changes to the awards payable under Part 4 of Article 5 of Title 29, C.R.S.