



**COLORADO FIREFIGHTER**  
HEART AND CANCER BENEFITS TRUST

# Behavioral Health Program Plan

---

## Plan Summary of Program

**Plan administered by McGriff**

*Effective x/x/2023 [effective on date of approval by Trust Committee]*

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

Updated 1/17/23

# Table of Contents

<b>GENERAL DEFINITIONS .....</b>	<b>3</b>
<b>EXPLANATION OF PROGRAM .....</b>	<b>5</b>
<b>EXCLUSIONS .....</b>	<b>5</b>
<b>PROGRAM PROVISIONS/CONDITIONS .....</b>	<b>6</b>
<b>CLAIMS PROVISIONS.....</b>	<b>6</b>
<b>ADMINISTRATIVE PROVISIONS .....</b>	<b>8</b>

**COLORADO FIREFIGHTER HEART, CANCER, AND BEHAVIORAL HEALTH BENEFITS TRUST  
BEHAVIORAL HEALTH PROGRAM PLAN DOCUMENT**

*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.*

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

<b>Behavioral Health Issues</b>	Means an individual’s mental and emotional well-being and actions that affect an individual’s overall wellness.
<b>Behavioral Health Service</b>	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 <b>Behavioral Health Issues</b> .
<b>Behavioral Health Program</b>	Means a program established under the Part 5 of Article 5 of Title 29, C.R.S. to provide basic services to <b>Participants</b> 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.

**COLORADO FIREFIGHTER HEART, CANCER, AND BEHAVIORAL HEALTH BENEFITS TRUST  
BEHAVIORAL HEALTH PROGRAM PLAN DOCUMENT**

<b>Claim Administrator</b>	Processes program claims information, makes claim determinations, and makes appropriate payments on behalf of the <b>Trust</b> .
<b>Directly Involved with the Provision of Fire Protection Services</b>	Means being currently on active duty with fire operations
<b>Employer</b>	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 <b>Firefighters</b> and participates in the Trust as a <b>Member</b> or <b>Enrolled Employer</b> for purposes of providing <b>Behavioral Health Services</b> to <b>Participants</b> under its employment, pursuant to Part 5, Article 5 of Title 29, C.R.S.
<b>Employer Provided Behavioral Health Program</b>	Means <b>Behavioral Health Services</b> programs or programs to address <b>Behavioral Health Issues</b> which are provided by an <b>Employer</b> for its <b>Participants</b> , such as medical or health insurance, employee assistance programs, or other related services and supports.
<b>Enrolled Employer</b>	Means an <b>Employer</b> , which is not a full participating Trust Member, but which has administratively been enrolled for its <b>Participants</b> in the Trust for the provision of a <b>Behavioral Health Program</b> .
<b>Firefighter(s)</b>	Means a full-or part-time employee of an <b>Employer</b> whose duties are <b>Directly Involved with the Provision of Fire Protection Services</b> 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.
<b>Inpatient Services</b>	Means <b>Behavioral Health Services</b> provided during any period of confinement in a healthcare facility that begins with a patient’s admission and ends with discharge.
<b>Member</b>	Means an <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>Participant</b>	Means a <b>Firefighter</b> of an <b>Employer</b> , even if the <b>Employer</b> is not yet a <b>Member</b> or an <b>Enrolled Employer</b> in the <b>Trust</b> .

**COLORADO FIREFIGHTER HEART, CANCER, AND BEHAVIORAL HEALTH BENEFITS TRUST  
BEHAVIORAL HEALTH PROGRAM PLAN DOCUMENT**

<b>Trust</b>	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.
<b>Trust Administrator</b>	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 disorders condition

**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).

<b>Aggregate Limit</b>	Limited to state funding of \$1,000,000, less the cost of administration, unless voluntary contributions are made by <b>Members or Enrolled Employers</b> for the continuation of participation in this program.
------------------------	--

No more than the Aggregate Limit 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 **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

**COLORADO FIREFIGHTER HEART, CANCER, AND BEHAVIORAL HEALTH BENEFITS TRUST  
BEHAVIORAL HEALTH PROGRAM PLAN DOCUMENT**

**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
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**; and
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**.

**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 **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

**COLORADO FIREFIGHTER HEART, CANCER, AND BEHAVIORAL HEALTH BENEFITS TRUST  
BEHAVIORAL HEALTH PROGRAM PLAN DOCUMENT**

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](mailto: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 **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, provider contact information, and invoices for expenses paid by the **Participant**. Notices must also include a Release of Information and Waiver form.

**COLORADO FIREFIGHTER HEART, CANCER, AND BEHAVIORAL HEALTH BENEFITS TRUST  
BEHAVIORAL HEALTH PROGRAM PLAN DOCUMENT**

## **Claim Forms**

**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 [claims@cfhtrust.com](mailto:claims@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**.

## **Legal Actions**

No action at law or in equity will be brought to compel claim payments under this Plan Document less than 90 days after satisfactory proof of the **Participant’s** claim payment has not been furnished as required by this Plan Document or until such time that the **Claims Administrator**, Trust Claims Committee, and the Trust Committee have each have had 60 days to review the issues involved without reaching an acceptable



**COLORADO FIREFIGHTER HEART, CANCER, AND BEHAVIORAL HEALTH BENEFITS TRUST  
BEHAVIORAL HEALTH PROGRAM PLAN DOCUMENT**

resolution on the claim. No such action will be brought after expiry of the applicable statute of limitations from the time proof of claim is required to be furnished under this Plan Document.

## **ADMINISTRATIVE PROVISIONS**

### **Changes to This Contract**

This Plan Document and the Trust Agreement, if applicable, 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.

### **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 provider of services, or the ineligible person to refund the amount paid in error. The Plan Document reserves the right to correct payments made in error by offsetting the amount paid in error against

**COLORADO FIREFIGHTER HEART, CANCER, AND BEHAVIORAL HEALTH BENEFITS TRUST  
BEHAVIORAL HEALTH PROGRAM PLAN DOCUMENT**

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.