CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-612: AN ORDINANCE approving the City of Joplin, Missouri, to participate in the Missouri Fire Fighters Critical Illness Trust and Pool for the 85 current firefighters that meet the qualifications to participate.

MEETING DATE
May 20, 2024

ORIGINATING DEPT
Fire Department

REVIEWED BY
Dept. Head: Gerald Ezell; City Attorney: Peter Edwards; Finance Director: Leslie Haase; City Manager: Nick Edwards

SUMMARY
This Council Bill authorizes the City to enter into an agreement with the Missouri Fire Fighter Critical Illness Trust and Pool.

BACKGROUND
This agreement is for participation in the Critical Illness Trust and Pool for the 17 presumptive cancers that have been recognized by the State of Missouri, and also includes a mental health aspect.

FUNDING SOURCE
This item would be added to the 2023-2024 Fire Department budget

RECOMMENDATION
Staff recommends approval of this Council Bill on first reading.

Missouri Fire Fighters Critical Illness Pool

Agenda

- Program Summary
- Process
- Organizational Chart
- Covered Cancers
- Firefighter Eligibility
- Benefits for Employers
- Benefits for Covered Individuals
- How to Join
- Frequently asked Questions

Program Summary

The purpose of MFFCIP is to put forth a program that equitably ends numerous years of contentious discussion at the legislature—due to conflicting studies on numerous fire operation's carcinogens in the workplace and their causal relationship to some 17 identified cancers—between labor and management interests over the necessity of an equitable resolution to the issue of presumption of cancer for firefighters.

Process

Legislators in Jefferson City asked interested parties—unions, chiefs, and the insurance community—to discuss and put forth parameters that all could agree on with regard to providing cancer benefits to firefighters in Missouri.

In 2021 Senate Bill 45, sponsored by Senator Lincoln Hough, was introduced to the Missouri legislature with the support of fire operation's labor and management to implement a solution that would see the majority of a $5,000,000 grant of public funds expended on a Cancer Award Program going to the benefit of Missouri firefighters through a self-insured Pool.

In May of 2022, the first participants became covered by the Pool. As of January 31, 2024, the MFFCIP covers 3,240 Firefighters from 96 member agencies.

Next for the MFFCIP

In 2023, following the success of the Cancer Program, Senator Hough then sponsored SB24, which allows for expansion of the MFFCIP to address Behavioral Health issues. This program is currently being built, but some of the objectives include:

1. Best Practices to be shared
2. Sponsorship for regionalized Peer Support Teams
3. Downloadable App for ease of program access
4. List of vetted clinicians who understand the specialized needs of First Responders
5. A Basic and Advanced Program Level
6. Possible cost recovery grants for out-of-pocket expenses

MFFCIP Focus

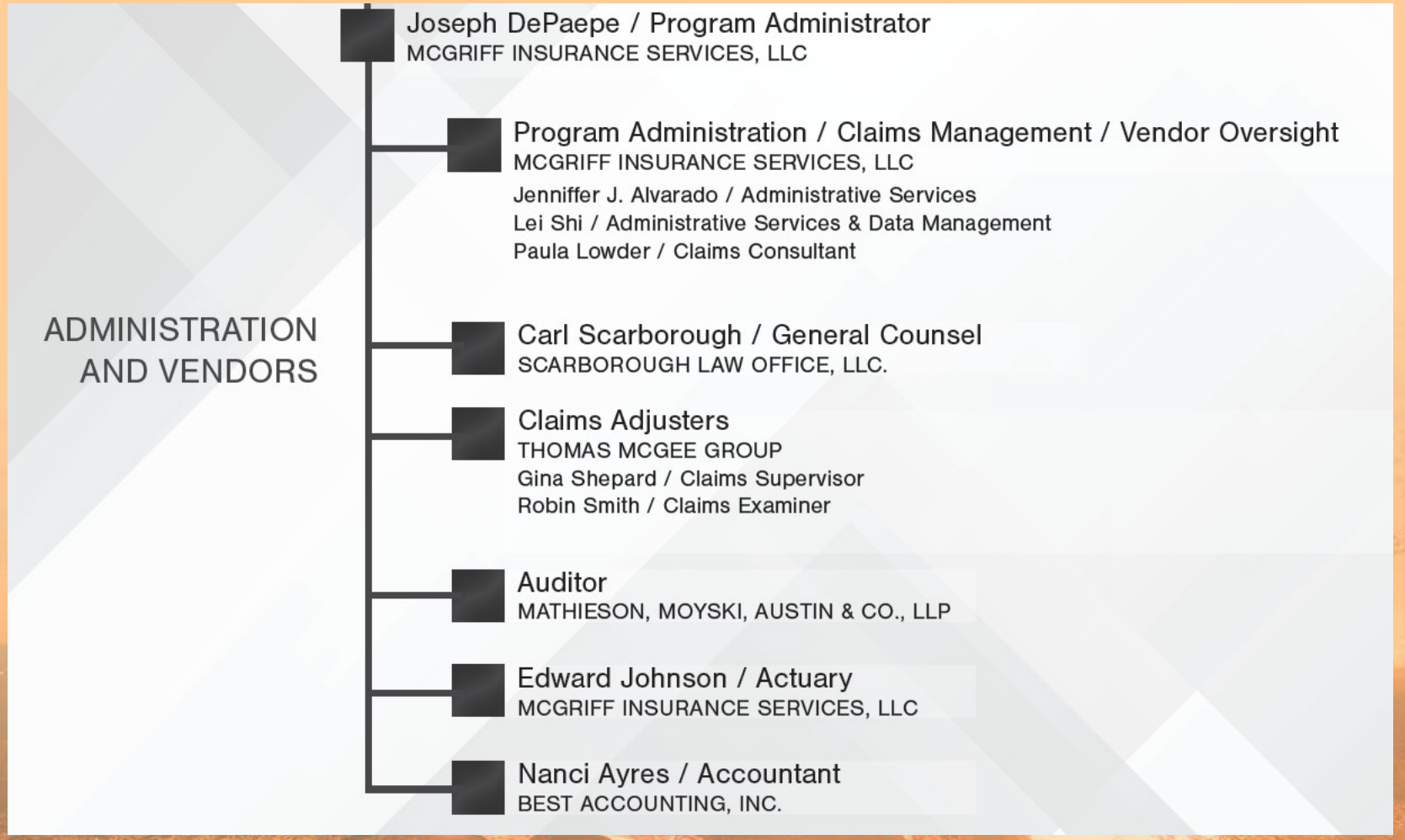
- The MFFCIP is committed to changing the culture of our industry in how we deal with Cancer and Behavioral Health issues. In addition to the direct benefits for firefighters stricken with cancer, the MFFCIP promotes enhanced protection from prevention policies and the early detection of cancer.
- The behavioral health program focuses on addressing issues faced by first responders, both as they occur and by assisting with the cumulative impact of events over time. Changing the culture is crucial for promptly identifying and discussing situations when they arise, followed by offering a pathway and encouraging peer support, along with inpatient or outpatient care if necessary.

Organization Chart

BOARD OF TRUSTEES

- **Greg Brown / Chair**
  EUREKA FIRE PROTECTION DISTRICT / FIRE FIGHTERS ASSOCIATION OF MISSOURI
- **Cory Hogan / Vice Chair**
  LOCAL 2665 PROFESSIONAL FIREFIGHTERS OF EASTERN MISSOURI
- **Kirk Lair / Secretary/Treasurer**
  CENTRAL JACKSON COUNTY FIRE PROTECTION DISTRICT / WESTERN REGION
- **Scott Frandsen**
  MID COUNTY FIRE PROTECTION DISTRICT / CENTRAL MISSOURI REGION
- **Sara Jahnke, PH.D.**
  CENTER FOR FIRE RESCUE & EMS HEALTH REASEARCH
- **Mike Snider**
  CITY OF LEE'S SUMMIT / MISSOURI ASSOCIATION OF FIRE CHIEFS
- **Tom Vineyard**
  O'FALLON FIRE PROTECTION DISTRICT / EASTERN REGION

Organization Chart



Covered Cancers

Seventeen (17) specific cancers are covered, including:

- Bladder
- Brain
- Breast
- Colon
- Esophagus
- Kidney
- Lung
- Melanoma
- Mesothelioma
- Multiple myeloma
- NHL
- Prostate
- Rectal
- Skin
- Stomach
- Testicular
- Thyroid

Firefighter Eligibility

- Volunteer & Part Time: 5 years of active service with minimum of 24 hours training
- Full Time: 5 years with minimum 1,600 hours training, annually
- Member determines who is eligible within their own definition of *direct provision of fire prevention services*, which may include Dispatch, Mechanics, Community Outreach, or Fire Investigators
- Medical examination: Must be completed some time at or after hire and before the diagnosis

Benefits to Employers in the Cancer Program

- Cap on Liabilities – Participation places a $100,000, $200,000 or $300,000 per claim payout depending on limit chosen
- Retirees covered up to fifteen (15) years after service, or until age 70
- Lower experience modification factors
- Lower Workers' Compensation Primary and Excess Rates – in the long term as cancer claims are not included in rate making
- Improved Employee Relations – Improves relations between firefighters and management as no invasive investigation or litigation to determine whether or not a claim is job-related

Benefits to Employers in the Cancer Program

- MOFFCIP Trust payouts will count towards any Workman's Comp awards
- Potentially receive credit towards Workman's Comp insurance premiums (depends on insurance)



Benefits to Firefighters in the Cancer Program

- No more long waits for benefits – Benefits payable upon confirmation of diagnosis and payment is dispensed within ten (10) days of receipt of completed documentation
- Scaled awards based on condition – Firefighters will receive payments based on type and stage of their cancer, not based on court adjudication
- Recognition of service – Cancer will be considered a line of duty event for the purpose of benefit payments without investigation or a determination as to actually being job-related
- Tax-free benefits – Except for rehabilitation payments, awards in the Cancer Program are not taxable

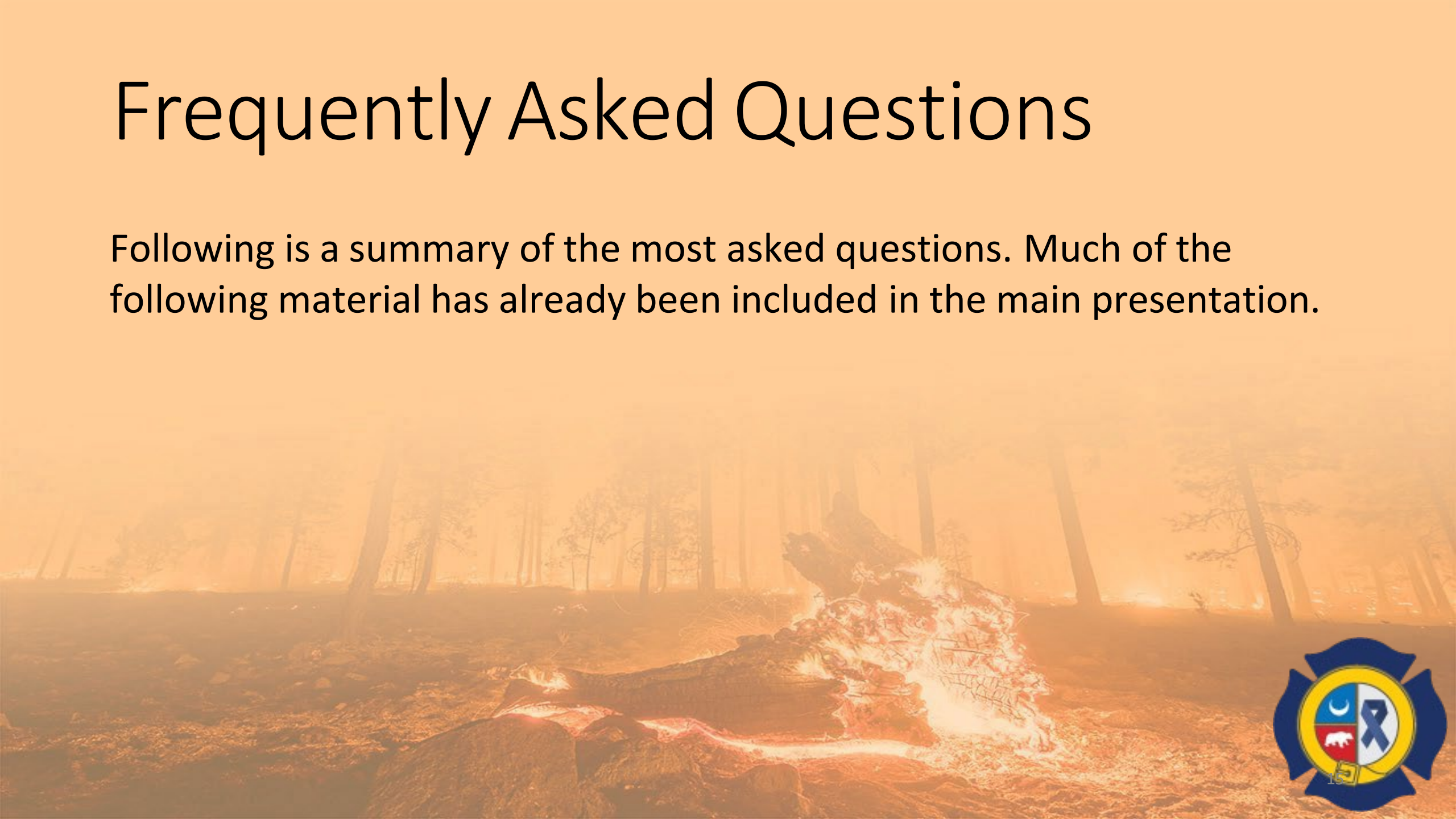
How to Join -

Refer to instructions and checklist to join the Pool

- Quick Calculator is provided for rough calculation of your current year contribution
- Proposals can be provided upon receipt of your estimated number of eligible full-time, part-time and volunteer employees
- Submit our quote form, www.mffcip.org , and a representative will reach out to you
- Completion of the Census Roster, listing your actual eligible firefighters, is required before binding. Coverage is limited to declared individual(s) listed on the roster, except newly eligible after enrollment
- The Required Actions for Prevention of Cancer must be implemented, maintained, and renewed by annual acknowledgment by the Chief
- The District Resolution or Municipal Ordinance accepting the Pool Agreement
- The Trust and Pool Agreement must be signed and received by the Pool Administrator prior to participation being effective
- All members must designate a Member Representative and Alternate Representative

Frequently Asked Questions

Following is a summary of the most asked questions. Much of the following material has already been included in the main presentation.



What is the Cancer Award Program?

This program is a nontaxable accident coverage benefit intended to supplement or pay for the out-of-pocket expenses and provide additional compensation for other benefits, such as experimental treatment, as best determined solely by the firefighter.

Details of this program follow.

1. Pool formation will use existing MO enabling statute section 537.620 within the Uniform Individual Accident and Sickness Insurance Law to form the Pool
2. Cash awards are paid within 10 days of a completed application to include the attending physician's diagnosis
3. Up to $4,000 disbursements are made semi-monthly based on schedule of benefits
4. Payments are made before sick leave and vacation time need to be used
5. Diagnosis for the purposes of this program with the employers' agreement will be treated as an at-work occurrence for the purpose of paying applicable benefits but not prompting a Workers' Compensation work-related claim
6. This program coverage is technically not disability insurance; it is accident coverage
7. This benefit does not exclude the filing of a Workers' Compensation claim; however, any payments made under this program will be offset under Workers' Compensation

What is the organizational structure?

- MFFCIP is owned and operated by Missouri Fire operations appointed board. Stakeholders from numerous organizations address all issues and provide guidance. A steering committee comprised of representatives from fire operations, medical professionals, and insurance industry also provide input.
- Following implementation, the Board has the option to expand to include representation from HR, risk managers, finance, and others as appropriate.

What cancers are covered?

- Seventeen specific cancers are covered:
  - Bladder, Brain, Breast, Colon, Esophagus, Kidney, Lung, Melanoma, Mesothelioma, Multiple myeloma, NHL, Prostate, Rectal, Skin, Stomach, Testicular, and Thyroid
- Other cancers or diseases which adversely affect fire fighters can be added by the Board as new studies or findings are published.
- Smoking or the use of tobacco products reduces benefits by 25%.

What are my choice of limits and cost options?

- Maximum Limits available will be $100K, $200K, or $300K. The fully burdened cost per full-time fire fighter is roughly $100, $200, or $300 annually prior to subsidies in the first three years.
- Part-time and volunteer rates are roughly 70% the cost of full-time rate before subsidies.
- Current Full Time Firefighter Rate for 2024
  - $165 per person annually
  - Total Eligible X $165 = Total Annual Payment (January 1 – December 31.)

How to Join

The Instructions and Checklist to Join the Pool can be found on our website: www.mffcip.org

Please use the QR code to access these instructions as well as the five (5) documents that must be received by the Pool Administrator.

Meet Our Team

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Thank You!

Questions?

www.mffcip.org

MISSOURI FIRE FIGHTERS
CRITICAL ILLNESS POOL

Missouri Fire Fighter Voluntary Cancer Coverage Award Plan

Plan Summary of Awards

Plan administered by McGriff, Insurance Services Inc.
Effective: March 1, 2022

This Plan Document further defines the awards payable under RSMo sections 287.245, 320.400, and 537.620

Rev 02/18/2022

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This Coverage Plan Document represents coverage under the **Voluntary Cancer Award Program** and shall cover the voluntary and legal liability of **Members** of the Pool established under RSMo sections 287.245, 320.400, and 537.620 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 of the coverage provisions carefully.

Coverage Declarations	
Coverage Effective Date	January 1, annually or upon execution of Member Resolution, Pool Agreement, and receipt of payment by **Pool Administrator**
Coverage Period	The twelve-month period beginning January 1, at 12:00 a.m. and ending December 31 at 11:59 p.m.
Contribution Due Date	January 1, annually or at the inception of coverage
Contribution	As determined by the **Pool Administrator** 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*.

Cancer	Means cancer that originates as a cancer of the brain, skin, bladder, colon, rectum, esophagus, kidney, lung, mesothelioma, myeloma, non-hodgkin lymphoma, prostate, stomach, breast, testis and thyroid.
Claim Administrator	Processes claim information, makes claim determinations as respects to Coverage Plan, and makes appropriate payments on behalf of the **Pool.**
Covered Individual	Means a paid **Firefighter** who is Full-Time, **Part-Time**, and **Volunteer** who meets the coverage requirements as defined in Coverage Provision #6.
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 RSMo 320.400 (including a municipality, special district, fire authority, or the division of fire prevention) which employs one or more **Firefighters**, **Part-Time Firefighters**, or **Volunteer Firefighters** and participates in the Pool for purposes of providing benefits to all **Covered Individuals** under its employment, pursuant to RSMo sections 287.245, 320.400, and 537.620.

Firefighter(s)	Means a full-time active employee of an **Employer** 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 **Volunteer Firefighter**.
Member	Means an **Employer** who has passed a resolution to join this **Pool** and has signed the **Pool's** Trust and Pool Agreement.
Part-Time Firefighter	Means an active employee of an **Employer** 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 **Volunteer Firefighter**.
Tobacco Product	Means any product, including a vaping product that is made or derived from tobacco that is intended for human consumption.
Pool	Means the multiemployer Pool described in RSMO 537.620 and RSMo 320.400 established for the purposes of RSMo sections 287.245, 320.400, and 537.620.
Pool Administrator	Means the administrator who provides marketing, underwriting, invoicing, accounting and other membership support services under contract to the **Pool**.
Volunteer Firefighter	Means a **Volunteer Firefighter** as defined in RSMo 287.243, and 320.33.
Voluntary Fire Fighter Cancer Award Program	Means a program to cover the voluntary and legal liability of **Members** of the **Pool** established under RSMo sections 287.245, 320.400, and 537.620 as well to defend **Members** from any actions brought by a **Covered Individual** against the **Member** regarding the interpretation of this statute.

SCHEDULE OF AWARDS

The Pool 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** simultaneously, awards will be paid for the covered loss for which the largest available award is payable. 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.

Aggregate Limit	The maximum amount that can be paid to a **Covered Individual** as a result of a diagnosis of a covered **Cancer** is the Member chosen Limit of either Limit A: $300,00, B: $200,000 or C: $100.000 as shown on the Member's current memorandum of coverage.

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.

Regarding Award Level Zero A – F, variable limits apply depending upon assigned award limit. When a **Covered Individual** can show that their actual out of pocket expenses were higher than the scheduled award, then an additional maximum amount may be reimbursed based on remitted Explanation of Benefits or receipts as follows: $3,000 will apply at $300,000 limit; $2,000 at $200,000 limit; and $1,000 at the $100,000 limit. Award Level Zero will **not** be paid in addition to any other applicable Award Level.

Award Level	Coverage Conditions	Applicable Award Limit		
		$300,000	$200,000	$100,000
Zero A	Diagnosis that is covered for $1,000 in treatment and medication paid by the provider	$200	$132	$66
Zero B	Diagnosis that is covered for $2,000 in treatment and medication paid by the provider	$400	$164	$122
Zero C	Diagnosis that is covered for $4,000 in treatment and medication paid by the provider	$800	$528	$264
Zero D	Diagnosis that is covered for $6,000 in treatment and medication paid by the provider	$1,000	$660	$330
Zero E	Diagnosis that is covered for $8,000 in treatment and medication paid by the provider	$1,500	$990	$495
Zero F	Diagnosis that is covered for $10,000 in treatment and medication paid by the provider	$2,000	$1,320	$660

Award Level	Applicable Award Limit		
	$300,000	$200,000	$100,000
1	$4,000	$2,640	$1,320
2	$9,000	$6,000	$3,000
3	$20,000	$13,200	$6,600
4	$28,000	$18,480	$9,240
5	$35,000	$23,100	$11,550
6	$45,000	$29,700	$14,850
7	$75,000	$49,500	$24,750
8	$96,000	$63,360	$31,680
9	$188,000	$124,080	$62,040
10	$249,000	$164,340	$82,170

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

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

STAGE OF CANCER ⇨ / ⇩ TYPES OF CANCER	0	1	2	3	4
Myeloma **Non-Hodgkin Lymphoma** **Thyroid**	**(Award 0)** Too many lymphocytes in the blood, but no other signs or symptoms of leukemia. Chronic lymphocytic leukemia is indolent	**(Award 0)** Has lymphocytosis and enlarged lymph nodes. The patient does not have an enlarged liver or spleen, anemia, or low levels of platelets	**(Award 3)** Has lymphocytosis and an enlarged spleen and/or liver and may or may not have swollen lymph nodes	**(Award 6)** Has lymphocytosis and anemia. The patient may or may not have swollen lymph nodes and an enlarged liver or spleen	**(Award 8)** Has lymphocytosis and low levels of platelets. The patient may or may not have swollen lymph nodes, an enlarged liver or spleen, or anemia
Breast	**(Award 1)** No evidence of cancer cells outside breast; not invading nearby tissues. Cancer cells are only in the ducts of breast tissues. Non-invasive.	**(Award 2)** 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 are only 2cm or less in breast	**(Award 5)** Type A: No tumor or small tumor less than 2 cm in breast and cancer cells are found in 1-3 auxiliary lymph nodes; or a tumor between 2 cm and 5 cm in breast but has not spread to lymph nodes Type B: A tumor between 2 cm and 5 cm in breast and has spread to lymph nodes; or a tumor larger than 5 cm but has not spread to lymph nodes	**(Award 7)** 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	**(Award 8)** Tumor is any size and has spread to other organs
Lung	**(Award 0)** Tumor is only visible in the top layers of cell lining and has not invaded into nearby tissues or lymph nodes.	**(Award 1)** Type A: Tumor is no more than 3 cm and hasn't spread to lymph nodes. Type B: Tumor is between 3-4 cm and hasn't spread to lymph nodes.	**(Award 3)** Type A: Tumor is between 4-5 cm and hasn't spread to lymph nodes but it could have reached main bronchus or the innermost tissue of the lung. Type B: Tumor is less than 5 cm but has reached nearby lymph nodes. Tumor could have reached main bronchus or innermost lung tissue.	**(Award 6)** Tumor is between 5-7 cm or any size. One additional tumor is found in the lung or the cancer is spread to chest wall or other nearby chest tissues.	**(Award 7)** Tumor is any size and has spread to other organs

Additional Awards

Coverage Conditions	Applicable Awards
Payment to the provider for actual cost for rehabilitative or vocational training employment services and educational training relating to the **Cancer** diagnosis;	Up to $25,000
Payment if a **Covered Individual** incurs cosmetic disfigurement cost resulting from a covered **Cancer**; and	Up to $10,000
If the **Cancer** is diagnosed as terminal, the **Covered Individual** will receive a lump sum payment as an accelerated payment toward the awards due in the Awards section above.	Up to $25,000

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 **Pool**.

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 Pool 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. The awards paid pursuant to this Coverage Plan must be offset by any payments made under the "Workers' Compensation Act Chapter 287, regardless of when the payments are made. The Pool will have the authority to determine how and when the offsets are implemented. Notice to Workers' Compensation Provider will be made.
5. 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.

6. 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 any time 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. Prior to the diagnosis of Cancer, the covered Firefighter/Part-time Firefighter/Volunteer Firefighter must have undergone a physical during pre or post-employment testing or after the date of employment but Prior to the dr. appointment leading to the diagnosis of a covered Cancer.
    c. The **Firefighter**:
        (I) Is a paid employee or is a volunteer firefighter as defined I n section 320.333;
        (II) Has been assigned to at least five years of hazardous duty as a firefighter;
        (III) Was last assigned to hazardous duty as a firefighter within the previous fifteen years; and
        (IV) Is not seventy years of age or older at the time of the diagnosis of cancer.
        (V) 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.
7. Where a **Covered Individual** is scheduled under more than one **Member** rosters of this **Pool** only one claim for the same diagnosis will be considered.
8. All **Covered Individuals** must be scheduled annually with the **Pool 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.

CLAIMS 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 **Pool** to pay or increase the Award Level applicable in this Coverage Plan.

Timely claim notice must be given to the **Employer,** who must immediately contact the **Pool Administrator** at:

Missouri Cancer Award Pool Administrator
c/o McGriff Insurance Services Inc.
P.O. Box 1539
Portland, OR 97207-1539

Website Claim Form: https://www.mffcip.org/claims/
Claim First Report Notice – Toll Free: 888-895-1410 / Fax: 503-943-6622 / mffcip@mcgriff.com

It is important to file claims immediately even if all of the information is not yet known. 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

Pool 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: Plan A; $4,000 B: $2,640 C; $1,320 paid twice monthly from the date of diagnosis, less any applicable offsets; or
d. Immediately after **Pool** receive the proof of loss.

Any award 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.**

Denial Review Process.

If a **Covered Individual** and the **Pool** fail to agree on whether benefits under this Coverage Plan are due, the **Covered Individual** may request a review of the denial of benefits, in whole or in part, by submitting a written statement to the **Pool 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 of the **Pool**. The **Pool Administrator** will forward timely written review requests to the Pool Claims 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 **Covered Individual** is dissatisfied with the decision rendered by the Pool Claims Committee, the **Covered Individual** may submit a written request for reconsideration to the Pool Committee. The decision of the Pool Committee is final, conclusive, and binding upon the **Covered Individual** and all other persons thirty (30) days after the decision is issued.

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, Pool Claims Committee, and the Trustees have each have had 60 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 **Pool** Agreement make up the entire contract between the **Employer**, **Covered Individual**, and the **Pool**. 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 **Pool** 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 January 1, annually upon a **Member**'s payment of contribution or, for a new **Member**, upon enrollment, which includes the **Pool Administrator**'s receipt of signed Member Resolution and **Pool** Agreement joining the **Pool** as well as payment of contribution.

Pool 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 **Pool** 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 **Pool**, the **Pool** may require the **Covered Individual**, the provider of services, or the ineligible person to refund the amount paid in error. The **Pool** 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 **Pool** 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 RSMo sections 287.245, 320.400, and 537.620.

COUNCIL BILL NO. 2024-612 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin, Missouri, to participate in the Missouri Fire Fighters Critical Illness Trust and Pool; authorizing the Mayor to execute such documents as may be necessary for the City's participation therein; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023.

WHEREAS, The Missouri Fire Fighter Critical Illness Trust and Pool (herein "MFFCIT") has created a critical illness pool as authorized by Sections 320.400 and 537.620, RSMo, to create an alternative for public sector agencies seeking to control rising costs due to critical illnesses, including cancers, in firefighters.

WHEREAS, Missouri statutes require such an entity to be formed by agreement of at least three public sector agencies.

WHEREAS, upon a proper application, a new entity has been created and approved by the Director of the Division of Commerce and Insurance and Missouri Secretary of State.

WHEREAS, the new entity, called "Missouri Fire Fighter Critical Illness Trust and Pool," is a separate body corporate and trust, under the oversight of a Board of Trustees and the participating agencies.

WHEREAS, MFFCIT will safeguard, manage, and provide for administrative services for MFFCIT.

WHEREAS, by agreeing to be one of the agencies participating in MFFCIT, the City of Joplin, Missouri, is not forever bound to participate in MFFCIT, but does so by agreement, and the City will review this participation annually.

WHEREAS, upon proper consideration, the City of Joplin, Missouri, based on the current financial analysis performed by the City of Joplin, believes that participating in the MFFCIT risk pool is in the best interests of the City based on the current policy premium amounts.

WHERES, at present there are eight-five (85) firefighters that would be eligible to participate in MFFCIT and this has an annual budget impact of approximately $14,025.00.

BE IT ORDAINED, BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the City of Joplin, Missouri, hereby declares its intent to become a member of MFFCIT and to participate therein upon approval of Board of Trustees of MFFCIT, subject to annual appropriations approved in its budget.

Section 2. That the Mayor is hereby authorized and directed to sign all documents necessary or expedient for the City of Joplin, Missouri, to participate in the MFFCIT, including Trust/Pool Agreement 2 and Bylaws, agreeing to adhere to the rules of said documents, and to be bound together with other members thereby.

Section 3. That the City of Joplin, Missouri staff are hereby authorized and directed to provide such assistance as may be necessary to carry out the intent of this ordinance.

Section 4. That fiscal year 2023-2024 budgeted appropriations as adopted by Ordinance 2023-158 be amended by increasing appropriations by the total amount of Seven Thousand Dollars and No Cents ($7,000.00).

Section 5. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 6. That this ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2024, by a vote of _____.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney