

**TRUST AGREEMENT  
GOVERNING THE  
DENVER FIREFIGHTERS HEALTH & WELLNESS  
BENEFITS TRUST**

**Effective January 1, 2023**

Trust Agreement Governing the Washington State  
Council of Fire Fighters Health & Welfare Trust

**DENVER FIREFIGHTERS  
HEALTH & WELLNESS BENEFITS TRUST  
TABLE OF CONTENTS**

Defense of Legal Actions or Claims.....21

**TRUST AGREEMENT  
GOVERNING THE  
DENVER FIREFIGHTERS HEALTH & WELLNESS BENEFITS TRUST**

**PREAMBLE**

WHEREAS Denver Firefighters IAFF Local 858 (the “Local”) wishes to create an employee welfare benefit trust fund to hold contributions for a medical trust fund for employees from bargaining units represented by the Local;

WHEREAS the Local seeks to grant administration of the Trust Fund to a Board of Trustees as set forth in this Trust Agreement; and

WHEREAS the situs of the Trust will be Denver, Colorado;

NOW, THEREFORE, the signatory parties do hereby adopt this “Trust Agreement Governing the Denver Firefighters Health & Wellness Benefits Trust,” as set forth in the following pages, effective January 1, 2023.

**DECLARATION OF TRUST**

**Name**

The signatory parties hereby declare the establishment of a Trust Fund, named the

**Denver Firefighters Health & Wellness Benefits Trust**

The Trustees may hold property, enter into contracts, and in all matters act on behalf of the Trust Fund in such name.

**Purpose**

The purpose of the Trust Fund is to provide an entity to which contributions from participating employers, participating labor organizations, and participating employees can be paid, and through which the Trustees can create and administer one or more employee welfare benefit plans for the participating employees on whose behalf the contributions have been paid, and their beneficiaries.

### **Duration of the Trust Fund**

The Trust Fund shall continue in existence on an indefinite basis, contemporaneously with the terms of this Trust Agreement.

### **Term of Trust Agreement**

This Trust Agreement shall be effective as of January 1, 2023, and shall continue indefinitely until such time as it may be terminated in accordance with the provisions of Article XIII hereof.

## **DEFINITIONS**

The following definitions shall govern this Trust Agreement:

1. **“Beneficiary”** – any participating employee, spouse (or domestic partner per applicable law) or child (as defined in Internal Revenue Code Section 152(f)(1)) of a participating employee or surviving spouse, surviving domestic partner or surviving child of a participating employee, who is entitled to benefits, as defined in a benefit plan.
2. **“Benefit Plan”** or **“Employee Welfare Benefit Plan”** – any lawful employee welfare benefit plan created and administered by the Trustees.
3. **“Collective bargaining agreement”** – a written agreement between a participating employer and a participating labor organization and any supplement, amendment, continuation, or renewal thereof, by the terms of which the employer or its employees are obligated to make contributions for the types of benefit plans administered by the Trustees.
4. **“Contributions”** – the payments required of a participating employer, of a participating Local, or of participating employees, pursuant to the terms of a collective bargaining agreement, or special agreement, for the purpose of providing employee welfare benefits to the employees covered by said agreements and their beneficiaries, including the self-payments made by participating employees pursuant to any self-payment rules adopted by the Trustees.
5. **“Participating employee”** – any individual employed by a participating employer who is covered by a collective bargaining agreement, or special agreement, and for whom contributions are made to the Trust Fund, and any individual who may have been so employed but is subsequently laid off, terminated, or retired.
6. **“Participating employer”** – any employer that is party to a collective bargaining agreement and that satisfies the requirements of Article V hereof.

7. **“Participating labor organization” or “Local”** – the labor organizations named in Article V hereof and any other lawful labor organizations (also known as Locals) that represent employees in collective bargaining with employers and that satisfy the requirements of Article V hereof.
8. **“Related trust fund”** – a health and welfare trust fund, other than this Trust Fund, to which participating employers make contributions as required by a collective bargaining agreement with participating labor organizations.
9. **“Signatory parties”** – the parties who have created this Trust Agreement and whose signatures appear on the last page hereof (or their successors).
10. **“Subscription agreement”** – a written agreement by which a labor organization or participating employer acknowledges its obligation to make contributions to the Trust Fund and subscribes to the terms and provisions of this Trust Agreement.
11. **“Trust” or “Trust Fund”** – the entity created by this Trust Agreement, and all property and money held by such entity, including all contract rights and records. The “Trust Office” is located at 12 Lakeside Lane, Denver Colorado, 80212.
12. **“Trustees” or “Board of Trustees”** – the Trustees of the Trust Fund and their successors.
13. **“Welfare benefits” or “employee welfare benefits”** – the benefits provided in an employee welfare benefit plan.

## **THE TRUSTEES**

### **The Board of Trustees**

The Trust Fund and the employee welfare benefit plans shall be administered by a Board of Trustees.

### **Agents for Service of Process**

Each Trustee shall be considered as an agent of the Trust Fund for the purpose of accepting service of legal process; provided that the Trustees may designate their administrative agent, or another person, as agent of the Trust Fund for this purpose.

### **Number and Term of Trustees**

Effective January 1, 2023, there shall be seven (7) Trustees, four (4) of whom shall be appointed by the Executive Board of the Local and three (3) of whom shall be elected by the

members of the Local. The appointments made by the Executive Board of the Local shall be the Health and Benefits Director, any one (1) member from the Executive Board, one (1) post-65 retiree from the Local, and one (1) one member of the Local that is either a pre-65 retiree or at least five years from eligibility for retirement from the Fire & Police Pension Association of Colorado.

The term of a new Trustee shall commence on January 1, 2025 following the Local convention at which he or she was appointed or elected. However, the initial terms (starting January 1, 2023) of the Health & Benefits Director, the post-65 retiree from the Local, and two (2) elected Trustee shall be three (3) years; and the initial term of the other elected Trustee and the two other appointed Trustees shall be two (2) years, as designated by the Local President, in order to establish staggered terms. Elections and appointments for the Board of Trustees shall be according to rules of the Local for its election of its Executive Board and its appointments, or according to other special Trust election and appointment rules that the Local adopts.

In the beginning, and until elections and appointments are conducted as described above, there shall be seven (7) Trustees serving as of the effective date of this Trust Agreement, and they are as follows:

Brian Champlin whose term shall expire January 1, 2026  
Chris Ferguson whose term shall expire January 1, 2025  
Alan Buchwald whose term shall expire January 1, 2026  
Shawn Brooks whose term shall expire January 1, 2026  
Jackie Fehr whose term shall expire January 1, 2025  
Chad Burdorf whose term shall expire January 1, 2026  
Dave Foster whose term shall expire January 1, 2025

The Local President shall fill by appointment any Trustee position that becomes vacant until January 1, 2023.

### **Membership Requirement**

Except for the appointed retiree positions, each Trustee shall be an active member in good standing of the Local. The two appointed retirees must be an active retired member of the Local and participating in a benefit plan of the Trust.

### **Appointment of Successor Trustees**

Effective January 1, 2023, in the event of the termination of appointment, resignation, or death of a Trustee, a successor Trustee shall be selected as follows:

- a. If the terminating Trustee was elected, the remaining Trustees shall select a Trustee for the balance of the term.

- b. If the terminating Trustee was appointed, the Executive Board of the Local shall appoint a new Trustee for the balance of the term.

### **Individuals Disqualified from Serving as Trustees**

No individual who has been convicted of any of the crimes listed in Section 411(a) of the Employee Retirement Income Security Act of 1974 shall serve as a Trustee during the period of disqualification specified in the statute.

### **Acceptance of Position by Trustees**

Each Trustee shall sign a document accepting his position as Trustee and agreeing to abide by the terms and provisions of this Trust Agreement. Acceptance will also be deemed to occur by attendance at two Trustee meetings.

### **Term of Position**

Each Trustee shall serve until termination of term, resignation, or death.

### **Termination of Appointment by Appointing Entity**

The appointment of a Trustee may be terminated at any time by the entity which originally made the appointment, according to such entity's internal rules, procedures, or practices.

The termination of a Trustee's appointment shall be effective upon the termination date specified in a written notice of termination, addressed to the Chairman and Secretary of the Trustees, prepared by the appointing entity.

### **Termination of Term for Failure to Attend Meetings**

The term of a Trustee shall be automatically terminated if such Trustee fails to attend three (3) consecutive meetings of the Trustees, without being excused from attendance by specific action of the remaining Trustees noted in the minutes.

### **Termination of Term for Conviction of a Crime**

The term of a Trustee shall be automatically terminated if such Trustee is convicted of any of the crimes listed in Section 411(a) of the Employee Retirement Income Security Act of 1974.

### **Termination of Term for Mental Incapacity**



The term of a Trustee shall be automatically terminated if such Trustee is declared mentally incompetent by court decree.

### **Resignation of Position**

A Trustee may resign his position at any time subject to applicable law. Such resignation shall be effective upon the resignation date specified in a written notice of resignation addressed to the Chairman and Secretary of the Trustees.

### **Vacancies**

No vacancy in the position of Trustee shall impair the power of the remaining Trustees to administer the affairs of the Trust Fund so long as a quorum exists as specified in Article IV, Section 2, hereof.

### **Return of Books and Records**

In the event of the termination of appointment, resignation, or death of a Trustee, the Trustee (or his legal guardian, heirs, or personal representative) shall, upon the request of the Chairman or the Secretary of the Trustees, forthwith turn over to the Chairman or Secretary any and all records, books, documents, monies, and other property in the possession of the Trustee, or under his control, that belong to the Trust Fund or that were received by him in his capacity as Trustee.

## **TRUST FUND ADMINISTRATION**

### **Manner of Voting**

Any action to be taken by the Trustees shall be determined by majority vote of the total number of Trustees in attendance at the meeting, with abstentions deemed not to be votes.

### **Constitution of a Quorum**

To constitute a valid regular or special meeting of the Trustees, a quorum must be present. A quorum exists if there are present at a meeting a majority of the number of Trustee positions pursuant to Article III, Section 3, hereof, even if all positions are not filled.

### **Motions**

Any Trustee, including the Chairman or Secretary, may offer or second any motion or resolution presented for the Trustees' consideration.

### **Prohibition of Proxies**

To encourage full attendance at meetings of the Trustees and due consideration of the matters being voted upon, there shall be no proxies. A Trustee must be present in order to cast a vote; attendance by teleconference, video conference or other electronic means where the Trustee can at a minimum hear the deliberations of the meeting shall be effective.

### **Regular Meetings**

The Trustees shall hold regular periodic meetings consistent with the needs of Trust Fund business, provided that there shall be at least two (2) regular meetings held during each calendar year. The Trustees shall determine the time and place of all such meetings.

### **Special Meetings**

Either the Chairman or the Secretary or any two (2) Trustees may call a special meeting of the Trustees by giving written notice to all the other Trustees of the time and place of such meeting at least ten (10) days before the date set for the meeting, provided that ten (10) days advance notice shall not be necessary if all Trustees are agreeable to an earlier meeting.

### **Action without a Formal Meeting**

The Trustees may take action without a formal meeting by means of (a) a conference telephone call, arranged by the Secretary or the administrative agent, in which all Trustees receive notice and a quorum participate; (b) the presentation of a written motion or resolution sent to all Trustees by the Secretary or the administrative agent and the subsequent obtaining of Trustee votes on the motion or resolution in telephone calls placed to each Trustee by the Secretary or the administrative agent; or (c) the presentation of a written motion or resolution sent to all Trustees by the Secretary or the administrative agent and the subsequent obtaining of Trustee votes on the motion or resolution in letters sent by each Trustee to the Secretary or the administrative agent.

Any such action shall be reported in the minutes of the next formal meeting.

### **Resolution of Deadlocked Issues**

In the event the Trustees should deadlock on any matter submitted for their concurrence, the dispute may be referred to the Local Executive Board for additional direction. After receiving additional direction from the Local Executive Board, the Trustee shall then work in good faith to resolve any items that resulted in a deadlocked motion.

The procedure specified in this Section shall be the sole and exclusive procedure for the resolution of deadlocked issues.

### **Election of Chairman and Secretary**

The Trustees shall elect by majority vote the Chairman and the Secretary of the Board of Trustees.

The Chairman and the Secretary shall each hold office indefinitely, provided that, when a particular Chairman and Secretary have held office for two (2) years or at any time thereafter, any Trustee may obtain, on request, a new election of officers.

A Chairman or Secretary may resign his office at any time. Such resignation shall be effective upon the resignation date specified in a written notice of resignation addressed to the remaining Trustees. In case of the resignation, death, or termination of appointment of either the Chairman or the Secretary, there shall be a new election of both offices.

### **Duties of Chairman and Secretary**

The Chairman shall chair the meetings of the Trustees, shall appoint all committees, and shall carry out such other duties as the Trustees may assign to him.

The Secretary, in the absence of the Chairman, shall act in the place of the Chairman and perform the Chairman's duties. The Secretary shall also advise the Trustees as to all correspondence and financial reports pertaining to the Trust Fund and shall keep minutes or records of all meetings, proceedings, and actions of the Trustees, provided that these particular responsibilities may be delegated to the administrative agent or to the other of the professional or non-professional help retained by the Trustees.

### **Authorized Signatures**

The Chairman and the Secretary or any two (2) authorized Trustees shall sign all negotiable instruments, certificates, contracts, government reports, and other legal documents on behalf of the Trust Fund, provided that the authority for signing negotiable instruments may be delegated to the administrative agent, corporate trustee (if any), depository bank, or custodian bank. All persons doing business with the Trust Fund may rely on such signatures.

If the Trust Fund issues benefit checks to participating employees or their beneficiaries, the signatures of the Chairman and Secretary may be affixed thereto by a facsimile signature device, under safeguards determined by the Trustees.

### **Compensation and Expenses**

No Trustee shall receive any compensation from the Trust Fund for services as a Trustee except as may be allowed under the Employee Retirement Income Security Act of 1974, and as may be authorized by the Trustees.

Each Trustee shall be reimbursed out of the Trust Fund for all expenses properly and actually incurred by him in the administration of the Trust Fund.

The Trustees shall establish the conditions for the payment of compensation (if any) and for the reimbursement of expenses. Provided, however, that adoption of any policy approving Trustee compensation shall be provided to the Executive Board at least 30 days prior to implementation of such a policy.

### **Benefits to Trustees Not Prohibited**

Nothing in this Trust Agreement shall prohibit a Trustee from receiving any benefits under the terms of a benefit plan, if he is otherwise eligible for the same as a participating employee or as a beneficiary of a participating employee.

## **PARTICIPATION**

### **Bargaining Units Entitled to Participate**

The following labor organization (or its successor), and the employees in the bargaining units represented by such labor organization, shall be allowed to participate in the Trust Fund:

### **Denver Firefighters IAFF Local 858**

### **Other Bargaining Units**

The Trustees shall have the authority to permit labor organizations (other than those specified above), and the employees in a bargaining unit covered by a collective bargaining agreement, to participate in the Trust Fund.

The participation of such bargaining units shall be entirely discretionary with the Trustees and shall be subject to whatever terms and conditions they may impose.

The Trustees have the authority to decline or terminate the participation of a particular bargaining unit if (a) the labor organization and the employer fail to provide the Trustees with a copy of their collective bargaining agreement; (b) the language of the contribution provisions in

the collective bargaining agreement does not meet the requirements established by the Trustees (if any); (c) the labor organization fails to submit a subscription agreement binding it to this Trust Agreement, if required; (d) the negotiated contribution rate is lesser, or greater, than the contribution rate supporting a particular benefit plan then being administered by the Trustees, provided that the Trustees, in their discretion, may accept the different contribution rate and establish different eligibility rules or benefit formulas for the employees affected; or (e) there exist other facts and circumstances that, in the Trustees' discretion, justify a declination or termination of participation.

### **Non-Bargaining Unit Employees of Participating Employers**

The Trustees shall have the authority to enter into subscription agreements directly with participating employers, who are contributing for their bargaining unit employees, by the terms of which such an employer agrees to make contributions to the Trust Fund so that the non-bargaining unit employees of the employer can be covered by the benefit plans provided through the Trust Fund.

The acceptance of such subscription agreements shall be entirely discretionary with the Trustees and shall be subject to applicable law and whatever terms and conditions they may impose.

### **Unauthorized Participation**

The only individuals who shall be entitled to participate in and receive benefits from the Trust Fund shall be those employees who are within the bargaining units described in Sections 1 and 2, or who are within the group described in Section 3 above. It is expected that participating employers will submit contributions only on behalf of such employees. The receipt by the Trust Fund of contributions which may be submitted on behalf of individuals who are not eligible to participate shall not estop the Trustees from declining or terminating the participation of such individuals nor shall it constitute a waiver of any of the provisions of this Article or of the benefit plan(s).

## **TRUSTEE RESPONSIBILITIES**

### **General Duty – Receipt of Contributions and Creation and Administration of Benefit Plans**

It shall be the general duty of the Trustees to receive the contributions from participating employers (if any) and the contributions from participating employees (if any) and any other

income or assets that they may receive and, with such, to create and administer one or more employee welfare benefit plans for the participating employees and their beneficiaries.

Additionally, the Trustees shall have the specific duties set forth in this Trust Agreement and such other duties as are imposed upon them by law.

### **Compliance with the Internal Revenue Code**

The Trustees shall administer the Trust Fund and the benefit plans so that, to the extent allowed in the Internal Revenue Code, employer contributions are tax deductible, the Trust Fund is tax exempt, and (where appropriate) the value of the employee welfare benefits is excludable from the recipients' taxable income.

### **Basis of Payments to and from Trust Fund**

The basis on which contributions of participating employers (if any) and contributions of participating employees (if any) are made shall be as specified in the underlying collective bargaining agreement or subscription agreement. The basis on which benefits are paid out of the Trust Fund shall be as specified in the employee welfare benefits plan(s).

### **Application of Trust Fund Assets**

The assets of the Trust Fund shall never inure to the benefit of any participating employer and shall be held for the exclusive purposes of providing benefits to participating employees and their beneficiaries and defraying reasonable expenses of administering the plan.

### **Fiduciary Standards**

The Trustees shall discharge their duties and administer the Trust Fund assets solely in the interest of the participating employees and their beneficiaries and for the exclusive purpose of (a) providing benefits to participating employees and their beneficiaries and (b) defraying reasonable expenses of benefit plan administration.

In carrying out the duties, the Trustees shall act with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims.

### **Deposits**

The contributions or any other monies which the Trustees may receive shall be deposited in one or more banks or similar financial institutions supervised by the United States or a state,

pending the allocation of such monies for the payment of current benefits and expenses or for investment. Such monies may be commingled, on a temporary basis, with monies belonging to other related trust funds.

### **Investments**

The Trustees shall invest all contributions or other monies not required for the payment of current benefits and expenses. The Trustees may invest and reinvest in bank accounts, savings and loan accounts, securities, mortgages, deeds of trust, notes, commercial paper, real estate, insurance contracts, and in such other property, real, personal, or mixed, as they deem prudent provided that, in making of investments, the Trustees shall diversify such investments so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so.

### **Specifically Permitted Investments**

In the event the Trustees designate one or more banks or similar financial institutions supervised by the United States or a state to serve as custodian of the trust assets, or as a corporate trustee, or in another fiduciary capacity, the monies belonging to the Trust Fund may be invested in the accounts of such bank or institution.

Further, the monies of the Trust Fund may be invested in (a) a common or collective trust fund or pooled investment fund, maintained by a bank or trust company supervised by the United States or a state or (b) in a pooled investment fund of an insurance company, even though such bank, trust company, or insurance company is a party-in-interest provided that the bank, trust company, or insurance company receives not more than reasonable compensation for managing such an investment.

### **Title to Investments and Other Assets**

Title to all investments or other assets of the Trust Fund shall be maintained in the name of the Trust Fund, provided that, for convenience in transferring stocks, bonds, or other negotiable securities, title to such securities may be held in the name of the Trust Fund's custodian bank or of its nominee.

The indicia of ownership of all investments and other assets of the Trust Fund shall not be maintained outside the jurisdiction of the district courts of the United States.

### **Fidelity Bond**

The Trustees shall procure a fidelity bond covering each Trustee or other person who receives, handles, disburses, or otherwise exercises custody or control of any of the funds or

other property of the Trust Fund. The cost of such bond shall be chargeable to the Trust Fund, provided that, if such bond covers persons other than the Trustees or the employees (if any), and if there is an additional premium for the coverage for such other persons, the additional premium shall be chargeable to such other persons.

### **Records**

The Trustees shall maintain records of their administration of the Trust Fund, including records of all receipts and disbursements, all investments purchased or sold, the texts of all benefit plans, all employee eligibility listings, all minutes of Trustee meetings, and all correspondence. No such record shall be destroyed except upon the specific action of the Trustees, and destruction shall not be directed until a period of eight (8) years has elapsed from the date the record was created.

### **Annual Audit**

The Trustees shall engage, on behalf of the participating employees and their beneficiaries, an independent qualified public accountant and shall authorize such accountant to conduct an annual financial examination of the Trust Fund. The cost of such examination shall be chargeable to the Trust Fund.

A statement of the results of each such examination shall be submitted to the Trustees for their review and, further, shall be made part of the Trust Fund's annual report. A copy of the annual report shall be made available to any contributing employer upon request.

### **Plan Description**

The Trustees shall prepare a plan description, a summary plan description and modifications or changes in the information in such description.

### **Documents to be Examined or Furnished**

The Trustees shall make copies of (a) this Trust Agreement; (b) the latest updated summary plan description; (c) the latest annual report; (d) the applicable collective bargaining agreement; and (e) any other contracts or instruments under which a benefit plan is established or operated available for examination by participating employees or their beneficiaries in the Trust Office.

The Trustees shall, upon written request by a participating employee or his/her beneficiary, furnish to the participating employee or beneficiary a copy of (a) this Trust Agreement; (b) the latest updated summary plan description; (c) the latest annual report; (d) any terminal report; (e) the applicable collective bargaining agreement; and (f) any other contracts or instruments under which a benefit plan is established or operated. Such copies shall be furnished



within thirty (30) days of the request. The Trustees may impose a reasonable charge for such copies.

## **Procedure for Review of Denied Benefit Claims**

The Trustees shall establish administrative procedures whereby participating employees or their beneficiaries whose claims for benefits are denied are notified, in writing, of the reasons for such denial and which afford such a participating employee or beneficiary a reasonable opportunity for a full and fair review, as required by Section 503 of the Employee Retirement Income Security Act of 1974. Such procedures shall include the hearing and appeal provisions set forth in Article X hereof.

## **Privacy Rule**

The Trustees shall provide certification to the Trust Fund that they agree to not use or disclose Protected Health Information (“PHI”) other than as permitted or required by the Plan document(s) or as required by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its corresponding regulations titled the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Rule”). The Trustees shall have the authority to implement policies and procedures and take any other action that may be required in order to comply with HIPAA and the Privacy Rule. Any omissions or oversights in the use and/or disclosure of PHI will be resolved in accordance with the applicable law and its regulation(s).

## **19. Conflict of Interest Policy**

The Board shall develop a written conflict of interest policy, which requires, amongst other things, for a Trustee to report a potential conflict of interest to the Board of Trustees, as soon as practicable.

## **ALLOCATION OR DELEGATION OF TRUSTEE RESPONSIBILITIES**

### **Allocation of Responsibilities to Committees**

The Trustees may allocate to one or more committees of Trustees all or part of the following responsibilities, with full Power to act: (a) the responsibility for managing the Trust Fund investments (if not otherwise delegated to a qualified investment manager); (b) the responsibility for reviewing and determining benefit claims of participating employees and their beneficiaries; (c) the responsibility for conducting hearings and issuing determinations as provided for in Article X, Section 2 hereof; (d) the responsibility for resolving questions or problems that may be encountered in connection with payroll auditing activities; (e) the responsibility for resolving questions or problems that may be encountered in connection with payroll auditing activities; (f) the responsibility for resolving questions or problems that may be encountered in connection with the collection of delinquent employer accounts; (g) the responsibility for resolving questions or problems that may be encountered in connection with the day-to-day work of the administrative agent; and (h) the responsibility for reviewing the

performance of the qualified investment manager (if any), and of the other professional persons retained by the Trustees.

In the event the Trustees elect to allocate any of the stated responsibilities, they shall do so by the adoption of a motion or resolution calling for the appointment of a committee of Trustees and specifying the particular responsibility that is being allocated. With respect to the responsibility that is allocated, the committee shall have all the powers of the full Board of Trustees. Any action to be taken by the committee shall be determined according to the voting formula contained in Article IV, Section 1 hereof. If the committee members deadlock on any matter submitted for their concurrence, such matter shall be referred to the full Board of Trustees for review and action.

Nothing contained herein shall in any way limit the authority of the Trustees to create additional committees for the purpose of assisting with or expediting the affairs of the Trust Fund, provided that any such committee shall be empowered only to make recommendations with respect to the matters referred to it.

#### **Delegation of Investment Responsibilities**

The Trustees may delegate all or part of their responsibilities for the management of the Trust Fund investments to one or more qualified investment managers, as that term is defined in Section 3(38) of the Employee Retirement Income Security Act of 1974, i.e., (a) an investment adviser registered as such under the Investment Advisers Act of 1940; (b) a bank as defined in that Act; or (c) an insurance company qualified to manage, acquire, or dispose of employee benefit plan assets under the laws of more than one state.

In the event the Trustees elect to delegate investment responsibility they shall do so by adoption of a motion or resolution making the delegation to a designated investment manager. The delegation shall be effective when the investment manager accepts the delegation and acknowledges in writing his status as a fiduciary with respect to the Trust Fund.

#### **Delegation of Other Responsibilities**

The Trustees may delegate all or part of their responsibilities with respect to the administration of the Trust Fund or the benefit plans (except investment responsibilities) to their administrative agent or to any other person whom they may designate for such purpose.

In the event the Trustees elect to delegate a particular responsibility they shall do so by the adoption of a motion or resolution making the delegation to a designated person. The delegation shall be effective when the designated person accepts the delegation. If the delegation involves a responsibility other than one which is ministerial in nature, the designated person shall also acknowledge in writing his status as a fiduciary with respect to the Trust Fund.

## **Review of Performance**

In the event the Trustees elect to allocate or delegate Trustee responsibilities they shall periodically review the performance of the persons to whom such responsibilities have been allocated or delegated.

## **TRUSTEE POWERS**

### **General Powers**

Except as may be expressly limited by the terms of this Trust Agreement, Trustees shall have full and exclusive authority to control and administer the Trust Fund and the employee welfare benefit plans which they create.

The authority of the Trustees not only encompasses the specific powers recited in the various paragraphs of this Trust Agreement but also includes the general power to do all things and take all actions, including the expenditure of Trust Fund monies, which they may deem necessary to carry out the purpose of this Trust Agreement. The Trustees may implement their powers through the adoption of appropriate motions, resolutions, or administrative rules and regulations.

### **Specific Powers Discretionary**

The recitation of specific powers in this Trust Agreement shall not be interpreted as compelling the exercise of any such power. The exercise of specific powers is discretionary with the Trustees.

### **Benefit Plans Currently Being Provided**

The employee welfare benefit plan (or plans) presently being administered through this Trust Fund is (are) described as follows:

“Health and Welfare Plan of Denver Firefighters Health & Wellness Trust”

The Trustees shall have the authority to amend such benefit plan (or plans), or any plans hereafter adopted, including amendments that expand, restrict, or terminate all or part of the rules relating to eligibility for benefits, or to the amount and nature of such benefits, as they may determine. Amendments may be made on a prospective or retroactive basis.

### **Additional Benefit Plans**

The Trustees shall have the authority to create and administer additional employee welfare benefit plans provided that such plans are supported by employer and/or employee contributions.

### **Design of the Benefit Plans**

The Trustees shall have the authority to determine the details of the benefit plans, including the determination of the rules under which participating employees shall be eligible for benefits and the nature and amount of such benefits. The Trustees shall also have the authority to determine whether benefits shall be extended to beneficiaries of participating employees and, if so, to determine which class or classes of beneficiaries shall be eligible for benefits, the eligibility rules which will apply to such class or classes of beneficiaries, and the nature and amount of such benefits. If there are different contribution rates, the Trustees may establish different eligibility rules, or benefit formulas, for the participating employees and their beneficiaries who are affected thereby.

### **Means of Providing Benefits**

The Trustees shall have the authority to provide the benefits, in whole or in part, directly from the Trust Fund or to contract with an insurance carrier, service organization, health maintenance organization, or other entity, to underwrite or provide such benefits.

### **Facility of Payment**

The Trustees shall have the authority to adopt rules by the terms of which benefit payments owing to minors or incompetents may be paid instead to a person or institution providing care or other services to such minor or incompetent, even though a legal guardianship does not exist. Benefit payments made under any such rules shall fully discharge the Trust Fund's obligation to the minor or incompetent.

### **Self-Payments by Employees and Beneficiaries**

The Trustees shall have the authority to include provisions in the benefit plan(s) by the terms of which participating employees and/or beneficiaries, may be permitted to make contributions on their own behalf, only as required by federal law.

### **Administrative Agent**

The Trustees shall have the authority to retain, at the expense of the Trust Fund, one or more administrative agents to assist the Trustees in the day-to-day administration of the Trust Fund and the benefit plans. Such assistance may include the receipt and recording of

contributions, the processing of delinquent accounts, the preparation of employee eligibility listings, the processing of benefit applications, the payment of benefits, the maintenance of financial records, and the handling of routine communications.

The administrative agent may be a contract administrator or a salaried administrator. In the event the Trustees employ a salaried administrator they shall also have the authority to employ such additional administrative staff personnel as may be necessary.

The Trustees shall periodically review the performance of the administrative agent.

### **Banking Services**

The Trustees shall have the authority to retain, at the expense of the Trust Fund, one or more banks or similar financial institutions supervised by the United States or a state, to perform depository or custodial services, or to serve as corporate trustee or co-trustee, on behalf of the Trust Fund.

The Trustees shall periodically review the performance of the banks which they have retained to perform banking services.

### **Other Professional and Non-Professional Help**

The Trustees shall have the authority to retain, at the expense of the Trust Fund, one or more accountants, actuaries, attorneys, employee benefit plan consultants, investment managers, payroll auditors, and other professional or non-professional help, as they may deem necessary in the administration of the Trust Fund and the benefit plans. The retention of any such professional or non-professional help may be on a contract or salaried basis.

The Trustees shall periodically review the performance of their professional and non-professional help.

### **Obtaining of Necessary Premises, Equipment and Supplies**

The Trustees shall have the authority to purchase or lease suitable premises and equipment and to purchase materials and supplies, at the expense of the Trust Fund, as they may deem necessary in the administration of the Trust Fund and the benefit plans.

### **Insurance**

The Trustees shall have the authority to purchase policies of insurance (liability, property damage, casualty, and errors and omissions) to protect the Trust Fund and to protect themselves and their employees (if any) with respect to their activities on behalf of the Trust Fund as they may deem necessary. The cost of such insurance policies shall be chargeable to the Trust Fund, provided that, if such insurance policies cover persons other than the Trustees or their employees

(if any), and if there is an additional premium for coverage for such other persons, the additional premium shall be chargeable to such other persons.

Any policy of errors and omissions insurance which covers the Trustees individually shall contain a recourse clause, provided that nothing herein shall prevent a Trustee (or an employer, employer association, or labor organization acting on his behalf) from purchasing for the Trustee a waiver of the recourse clause or a separate policy insuring against such recourse.

### **Borrowing Money**

The Trustees shall have the authority to borrow money for the Trust Fund, with or without security, as they may deem necessary in the administration of the Trust Fund and the benefit plans.

### **Reserve Funds**

The Trustees shall have the authority to maintain reasonable reserve funds for future contingencies as they may deem necessary in the administration of the Trust Fund and the benefit plans.

The Trustees shall also have the authority to establish dedicated reserve accounts to fund future benefits for specific bargaining units as the Trustees may deem necessary in the administration of the Trust Fund and the benefit plans. Such dedicated reserve accounts, once established, shall be segregated from the general assets of the Trust Fund, and used for the specific purposes described in the motion establishing such reserve account.

### **Payment of Taxes**

The Trustees shall have the authority to pay, at the expense of the Trust Fund, all real and personal taxes, and other taxes and assessments of any kind that may be lawfully levied or assessed against the Trust Fund.

### **Refunds of Contributions Erroneously Paid**

The Trustees shall have the authority to adopt rules by the terms of which refunds of contributions may be made to a participating employer or employee where the employer or employee has paid such contributions in error.

### **Prosecution of Legal Actions or Claims**

The Trustees shall have the authority to originate and maintain any legal actions or claims involving potential legal actions, at the expense of the Trust Fund, as they may deem necessary

in the administration of the Trust Fund and the benefit plans. All such actions and claims shall be prosecuted in the name of the Trust Fund or in the name of an assignee.

### **Defense of Legal Actions or Claims**

The Trustees shall have the authority to defend all legal actions, claims involving potential legal actions, and investigatory proceedings initiated against the Trust Fund or against one or more of the Trustees, former Trustees, administrative agents, or against one or more of the employees of the Trust Fund (if any) that relate to the administration of the Trust Fund or the benefit plans. Except as stated below, the defense of such actions, claims, and proceedings shall be at the expense of the Trust Fund.

If the final court decree establishes personal liability on the part of specified Trustees, administrative agents, or employees (if any) for breach of their fiduciary responsibilities, as permitted by Section 409(a) of the Employee Retirement Income Security Act of 1974, and orders that the specified persons are to bear the expenses of their own defense, their attorney fees shall not be chargeable to the Trust Fund. If attorney fees and costs have already been charged to the Trust Fund, the specified persons shall be obligated to repay the Trust Fund for the pro-rate share of such fees and costs.

### **Compromise of Legal Actions or Claims**

The Trustees shall have the authority to compromise, settle, or release all legal actions or claims involving potential legal actions, in favor of or against the Trust Fund, on such terms and conditions as they may determine.

### **Penalties for False or Withheld Information**

The Trustees shall have the authority to adopt rules and regulations by the terms of which reasonable penalties or forfeitures may be imposed upon participating employees or beneficiaries who (a) falsify any information requested of them in the administration of the Trust Fund and the benefit plans; or (b) fail to provide requested information within a reasonable time.

### **Correction of Errors**

It is recognized and acknowledged by all parties that the Trustees will provide eligibility credits or benefits to participating employees and their beneficiaries based on Trust Fund records. It is also recognized and acknowledged that such records could be incorrect due to (a) incomplete records; (b) employees or beneficiaries submitting incorrect or false benefit applications; (c) recording or computation errors by the administrative agent; (d) computer errors; or (e) other similar circumstances. The Trustees shall have the authority to correct the Trust Fund records whenever errors are discovered and to terminate participation, adjust



eligibility credits or benefits, or seek the recovery of benefit overpayments, as they may determine.

### **Subscription Agreements**

The Trustees shall have the authority to create and distribute subscription agreements, at the expense of the Trust Fund, by the terms of which a participating employer or labor organization acknowledges its obligation to make contributions to the Trust Fund and subscribes to the terms and provisions of this Trust Agreement.

### **Participation in Certain Non-Profit Organizations**

The Trustees shall have the authority to participate in non-profit foundations, corporations, councils, committees, or other organizations that have as their purpose (a) the alleviation of physical or mental disease, or of other conditions or hazards that require the care or service being paid for through the benefit plans administered by the Trustees; or (b) the improvement in the availability of, and quality of, medical care, or of other care or service being paid for through the benefit plans, or the reduction in the costs of such care or services. If the

Trustees act to participate in any such non-profit organization, the membership or participation fees of the organization shall be chargeable to the Trust Fund.

### **Participation in Non-Profit Educational Organizations**

The Trustees shall have the authority to participate in non-profit foundations, corporations, committees, or other organizations which sponsor educational programs or provide educational materials pertaining to the administration of trust funds of this nature and of employee benefit plans. If the Trustees act to participate in any such non-profit organization, the membership or participation fees of the organization shall be chargeable to the Trust Fund.

The Trustees shall also have the authority to purchase educational materials and to provide for the attendance of the Trustees, or of such of their employees (if any), as they may designate, at educational conferences and meetings. The costs of such materials and attendance shall be chargeable to the Trust Fund.

### **Coordinated Administration**

The Trustees shall have the authority to coordinate the administration of the Trust Fund and of the benefit plans with the administration of related Health & Welfare Trust funds and benefit plans, to such extent as they may determine.

### **Mergers**

It is recognized that at some time or times in the future, the Trustees may deem it in the best interest of the Trust Fund and of the participating employers, employer associations, labor organizations, and employees to accept the merger of another employee welfare benefit trust

fund into the Trust Fund or to merge the Trust Fund into another employee welfare benefit trust fund.

In the event that another employee welfare benefit trust fund is to be merged into the Trust Fund, the Trustees shall have the authority to negotiate the terms of the merger, enter into an appropriate merger agreement, and carry out the steps necessary to consummate the merger. In the event that the Trust Fund is to be merged into another employee welfare benefit trust fund, the Trustees shall have the authority to negotiate the terms of the merger, enter into an appropriate merger agreement, and pursuant thereto, to terminate the Trust Fund subject to Article XIII Section 2 hereof, and to transfer the remaining monies, assets, and liabilities to the other trust fund.

### **Interpretation and Application of Documents**

The Trustees shall have the authority to interpret and apply the provisions of this Trust Agreement, or of the benefit plans, or of their own motions, resolutions, and administrative rules and regulations, or of any contracts, instruments, or writings that they may have adopted or entered into.

## **CONTRIBUTIONS AND COLLECTIONS**

### **Contribution Reporting Forms**

The Trustees may create and make available, at their discretion, contribution reporting forms.

### **Contribution Due Date**

The Trustees shall have the authority to fix a due date for all contributions.

### **Delinquent Contributions**

A participating employer shall be considered to be delinquent in the payment of contributions if it (a) fails to submit a contribution reporting form, and the contributions detailed therein, by the close of business on the due date; or (b) fails to submit contributions on behalf of all the employees for whom contributions are required by the underlying collective bargaining agreement or Special Agreement; or (c) fails to compute properly the contributions according to the required contribution formula specified in the underlying collective bargaining agreement or Special Agreement.

If suspension or termination of coverage is an inadequate remedy, the Trustees shall undertake reasonable efforts, at the expense of the Trust Fund, to collect known delinquent contributions and related claims.

### **Audit of Employer Books and Records**

The Trustees shall have the authority, at the expense of the Trust Fund, to audit the payroll books and records of a participating employer, either directly or through a qualified public accountant, as they may deem necessary in the administration of the Trust Fund. Such payroll audit may be undertaken pursuant to a routine payroll audit program or on an individual basis.

### **Protection of Employees in Cases of Employer Delinquency**

To protect participating employees and beneficiaries in situations where participating employees may be denied eligibility credits or benefits because their employer is delinquent in the payment of contributions, the Trustees shall have the authority to extend eligibility credits to such employees or to direct the payment of benefits to them, or to their beneficiaries, in whole or in part, as they may determine.

### **Coordination with Provisions in Collective Bargaining Agreements**

In the event the underlying collective bargaining agreement contains provisions relating to delinquencies that specify additional remedies or obligate the delinquent employer to greater amounts of liquidated damages, interest, or attorney fees than those set forth herein, the Trustees, at their option, may pursue the additional remedies or impose the greater charges.

The Trustees shall not be obligated, however, to pursue the collection of delinquent accounts through the grievance-arbitration procedures (if any) provided for in the underlying collective bargaining agreement.

## **CLAIMS AND APPEAL PROCEDURES**

### **Procedures to be Followed**

The Trustees and the participating employees and their beneficiaries shall follow these claims and appeal procedures.

The procedures specified in this Article and in the Health and Welfare Plan or other employee benefit plan(s) administered through this Trust Fund, together with any written hearing procedures adopted by the Trustees, shall be the exclusive procedures available to a participating employee or beneficiary who is dissatisfied with an eligibility determination or benefit award, or who is otherwise adversely affected by any action of the Trust Office.

## **Hearings before Board of Trustees**

Unless a specific item is subject to the claim and appeal rights conferred under the applicable group insurance contract, any participating employee or beneficiary of a participating employee who applies for benefits and is ruled ineligible by the Trust Office (or by a committee of Trustees, an administrative agent, insurance carrier, or other organization acting for the Trustees) or who believes he did not receive the full amount of benefits to which he is entitled, or who is otherwise adversely affected by any action of the Trust Office, shall have the right to request the Trustees to conduct a hearing in the matter, provided that he makes such a request, in writing, within one hundred eighty-one (181) days after being apprised of, or learning of, the action. The Trustees shall then conduct a hearing at which the participating employee or beneficiary shall be entitled to present his position and any evidence in support thereof. The participating employee or beneficiary may be represented at any such hearing by an attorney or by any other representative of his choosing.

## **Exhaustion of Administrative Remedies**

Any Beneficiary who has exhausted these Claims and Appeal Procedures may bring an action in federal court pursuant to ERISA Section 502(a).

## **LIMITATIONS**

### **Liabilities and Debts of Trust Fund**

No signatory party or Trustee and no participating employer, employer association, labor organization, employee, or beneficiary shall be responsible for the liabilities or debts of the Trust Fund.

### **Liabilities and Debts of Participating Parties**

No participating employer, employer association, or labor organization shall become responsible by reason of their participation in the Trust Fund for the liabilities or debts of any other participating employer, employer association, or labor organization.

Except for any obligation to make contributions to the Trust pursuant to a Special Agreement or Subscription Agreement, a participating employer shall have no obligation to provide benefits to which its employees may be entitled under a collective bargaining agreement to the extent that those benefits are provided under a benefit plan funded through the Trust. A participating employer shall not be a fiduciary of the Trust or any employee benefit plan funded

through the Trust, and shall have no responsibility or liability for Trust investments or the income tax treatment of Trust earnings or benefits provided under such plan.

### **Personal Liabilities of Trustees**

No Trustee shall incur any personal liability in connection with the administration of the Trust Fund or the benefit plans, except for such liability that may be established by law.

Except as may be required by applicable provisions of law, no Trustee shall be held personally liable for any breach of fiduciary responsibilities in connection with the administration of the Trust Fund or the benefit plans where it is established (a) that the responsibilities at issue were lawfully allocated or delegated to other Trustees or fiduciaries; or (b) that, in carrying out the responsibilities at issue, the Trustee reasonably relied upon the advice given by the administrative agent or by one or more of the advisers retained by the Trustees.

No Trustee shall be personally liable for a breach of fiduciary responsibilities if such breach was committed before he became a Trustee or after he ceased to be a Trustee.

### **Judgments against Trust Fund**

Any money judgment against the Trust Fund shall be enforceable only against the Trust Fund entity and shall not be enforceable against any Trustee or other person, unless liability against the Trustee or other person, in his individual capacity, is established.

### **Participating Parties' Rights**

Except as specifically provided for in this Trust Agreement or in the benefit plan(s), no participating employer, employer association, labor organization, or employee, nor any beneficiary of a participating employee shall have any right, title, or interest in or to the Trust Fund, or in or to the contributions, or in or to the benefits provided.

No participating employee shall be entitled to receive any part of the contributions in lieu of the benefits provided through a benefit plan, nor shall a participating employee who does not qualify for benefits, or his employer, have any claim to the contributions which may have been paid on his behalf.

### **Cessation of Participation**

In the event a participating employer, employer association, or labor organization, or groups thereof should cease participation in the Trust Fund, there shall be no division or allocation of any of the monies or assets of the Trust Fund, except as may be required by law.

### **Protection of Trust Fund, Contributions, and Benefits**

No part of the Trust Fund (including the contributions) or the benefits payable under the benefit plans shall be subject in any manner, by a participating employee or beneficiary, to



anticipation, alienation, sale, transfer, assignment, encumbrance, or charge, and any such attempt shall be null and void, provided that the Trustees may recognize assignments of benefits from a participating employee or beneficiary to a doctor, hospital, or other person or institution that has treated or cared for, or provided services or goods to, the participating employee or beneficiary.

Further, no part of the Trust Fund (including the contributions) or the benefits payable under the benefit plan(s) shall be liable for the debts of a participating employee or beneficiary, nor be subject in any manner to garnishment, attachment, lien, charge, or any other legal process brought by any person against a participating employee or beneficiary, and any such attempt shall be null and void.

### **Reliance upon Written Documents**

The Trustees may act upon any written letter, report, certificate, instrument, or other document submitted to them by any participating employer, labor organization, employee, or beneficiary, or by any other person, where such document appears to be genuine and to be signed by the proper person or persons, and the Trustees shall be under no duty to make any investigation or inquiry as to any statement contained in any such document.

### **Agents of Trust Fund**

The Trust Fund is an entity separate and apart from the participating employers, employer associations, and labor organizations. Accordingly, unless authorized in a motion or resolution of the Board of Trustees, no participating employer, employer association, or labor organization, nor any individual employed thereby, shall have any authority to act or function for or on behalf of the Trust Fund or as an agent thereof.

Likewise, unless authorized in a motion or resolution of the Board of Trustees no individual Trustee shall have any authority to act or function for or on behalf of the Trust Fund or as an agent thereof.

## **MISCELLANEOUS**

### **Trust Fund Offices**

The Trust Fund shall maintain a principal office and sub-offices, where necessary, in such locations as the Trustees may determine. The situs of the Trust shall be 12 Lakeside Lane, Denver Colorado, 80212.

### **Applicable Laws and Regulations**

This Trust Agreement shall be interpreted, and the Trust Fund shall be administered, in accordance with the Internal Revenue Code, and the regulations pertinent thereto, and other applicable statutes and regulations, as such statutes and regulations presently exist or as they may hereafter be amended.

References herein to particular sections of the above-mentioned statutes shall include any regulations pertinent to such sections and any subsequent amendments to such sections or regulations.

### **Service in More than One Fiduciary Capacity**

Any Trustee or other person who is a fiduciary may serve the Trust Fund in more than one fiduciary capacity.

### **Notices**

Any written notice permitted or required by this Trust Agreement shall be personally delivered to the person for whom it is intended or sent to such person at his residence or business address by first class mail or prepaid telegram.

### **Severability**

If any provision of this Trust Agreement, or of the benefit plan(s), is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining portions of the Trust Agreement or of the benefit plans.

### **Titles and Words**

The titles of the various articles and sections of this Trust Agreement are inserted solely for convenience of reference and are not a part of, nor shall they be used to construe, any term or provision hereof. Whenever any words are used herein in the masculine gender, they shall be construed as though they were used in the feminine gender, and words in singular form shall be construed as though they were used in the plural form, in all cases where they would so apply.

## **AMENDMENTS AND TERMINATION**

### **Amendments**

This Trust Agreement may be amended by action of the Local Executive Board, on its own accord, after ten (10) days' advance written notice to the Trustees, or upon recommendation of the Board of Trustees. If the Local is terminated or otherwise ceases to exist without having

made provisions for any remaining funds in the Trust, the remaining members of the Board of Trustees shall have the power to amend.

Notwithstanding the above, any amendments related to the composition of the Board as referenced in Article III, Section 3 or the manner of voting as referenced in Article IV, Section 1 must be ratified by at least 5 members of the Board of Trustees.

## **Termination**

This Trust Agreement may be terminated at any time by action of the Local Executive Board on its own accord, or by action of the Trustees after thirty (30) days' advance written notice to the Local.

In any event, this Trust Agreement shall be automatically terminated upon the expiration of all collective bargaining agreements and subscription agreements requiring the payment of contributions to the Trust Fund, and upon completion of the termination process.

As part of the termination process, the Trustees may arrange for retention of an independent Trustee to administer the remaining trust fund assets.

## **Allocation upon Termination**

Upon the termination of this Trust Agreement, the Trustees shall wind up the affairs of the Trust Fund. Any and all monies remaining in the Trust Fund, after the payment of expenses, shall be allocated among the participating employees and beneficiaries.

In no event shall any of the remaining monies or assets be paid to or be recoverable by any participating employer or labor organization.

# **DENVER FIRE FIGHTERS HEALTH & WELLNESS TRUST**

## **RULES OF ORDER POLICY**

**Section 1.** In the absence of other authority, the trust deliberations shall be governed by “Roberts Rules of Order”.

**Section 2.** Order of Business Shall be.

- 1) Opening
- 2) Roll Call of Trustees
- 3) Secretary Report
  - a) Reading of Minutes
- 4) Treasurer Report
- 5) Reports of Officers and Committees
- 6) Unfinished Business
- 7) New Business
- 8) Communications and Bills
- 9) Good and Welfare
- 10) Closing

Approved this 28 day of March, 2023.

# DENVER FIREFIGHTERS HEALTH & WELLNESS BENEFITS TRUST

## POLICY REGARDING MONITORING OF PROFESSIONALS

Effective January 1, 2023

The Board of Trustees of the Denver Firefighters Health & Wellness Benefits Trust hereby adopts this Policy Regarding Monitoring of Professionals (“Policy”) for the purpose of monitoring the professional advisers of the Trust. The Policy is to be used as a guideline for review. The Trustees recognize that the procedures used may vary depending upon the facts and circumstances of the particular case.

**Professionals.** The professionals that are monitored by the Trustees under this Policy include the Trust administrative agent, consultant, accountant/auditor, consultation attorney, collection attorney, and financial advisors.

### **Regularly Scheduled Reviews.**

The Trustees will review the Trust’s professional advisers on a rotating basis, with two such reviews annually.

The Trustees contemplate that the following items will be reviewed (if applicable) during the regularly scheduled reviews:

Confirmation that there is a written adviser’s agreement.

Confirmation that the services listed in the written adviser’s agreement are being performed, and that other terms in the adviser’s agreement are still current.

Confirmation that the services are authorized by the Trust Agreement (or not in conflict with other Trust documents).

If the adviser is paid on a flat fee basis (rather than paid on an hourly basis), review of the flat fee amount, to confirm it is consistent with the amount of work performed.

Review of the timing, format and adequacy of the adviser’s reports to the Trustees, and whether changes should be made.

Review of written questions that the Trustees may elect to pose to the professional for response, which may request information regarding such things as staffing, plan issues, compliance issues, fees, goals, and objectives.

The Trustees, or a committee of Trustees may meet with the professional as part of the regularly scheduled review. The meeting may include a discussion of the questions posed to the professional. The results of the performance review will be documented in the minutes of the Board of Trustees.

The Trustees will maintain copies of questions presented to the professional, answers submitted by the professional, the written performance review, if any, and other records related to the review for a minimum of eight years.

**Fee Adjustments.**

If a professional requests a fee adjustment, the Trustees will review whether the adjustment is still within industry standards. It is anticipated that the auditor, consultant, and in some instances other advisers, may provide guidance on fees, without the need for a formal request for proposal.

For purposes of the review, the Trustees will recognize that fees are only one aspect for appointment of a professional, and other factors (e.g., experience, service, capacity, locality, satisfaction, etc.) will also be taken into consideration.

The fee adjustment and review will be documented either in the minutes, correspondence, or a report. If necessary, the fee adjustment will also be documented in an amendment to the written fee agreement with the professional.

**Investigative Reviews.** If facts come to the attention of the Trustees that may warrant review of a professional, and the professional has not adequately advised the Trustees of the matter, the Trustees will conduct an investigation of the facts and circumstances. Examples of such reviews may include a change in the affiliation or corporate structure of the professional; issues regarding the appropriateness of fees; or potential prohibited transactions. The review will be documented through a written report, correspondence, or through Trust minutes.

Adopted this 21<sup>st</sup> day of February, 2023. Effective January 1, 2023.

# **DENVER FIREFIGHTERS HEALTH & WELLNESS BENEFITS TRUST**

## **TRUSTEE EXPENSE REIMBURSEMENT POLICY**

**February 21, 2023**

This Trustee Expense Reimbursement Policy (“Policy”) is adopted by the Denver Firefighters Health & Wellness Benefits Trust (“Trust”). The governing Trust Agreement provides for the reimbursement of expenses properly and actually incurred by a Trustee in the administration of the Trust and for attendance at educational conferences pertaining to trust funds of this nature and related employee benefit plans.

This Policy sets forth the purposes for which expenses shall be reimbursed, and the limitations and conditions under which reimbursement shall be made. The Policy supersedes all earlier policies, practices, or understandings of the Trust Fund covering the subject matter.

### **EXPENSES GENERALLY**

Trustees are entitled to reimbursement for expenses in reasonable amounts, properly and actually incurred in the performance of their obligations and in the exercise of their duties as fiduciaries (hereinafter referred to as Trust Business). The Trust will not make payment to Trustees for expenses not actually incurred or for which the Trustee has received other reimbursement. If reimbursement is available from more than one source, the Trustee is obligated to identify the other source and make an equitable proration of expenses.

This Policy is intended to give guidance to individual Trustees and their administrative agent. The Board of Trustees reserves the right to waive or modify this Policy as may be appropriate and lawful. Interpretation of what are reasonable, actual, or proper expenses will be guided by the Trustee’s general fiduciary obligations and, where applicable, by the Department of Labor regulations (29 C.F.R. 2550.408c-2) governing Trustee reimbursement and Internal Revenue Service regulations (26 C.F.R. 1.162-7) concerning the conditions for reimbursement for necessary trade and business expenses.

### **SPECIFIC EXPENSE ITEMS**

#### **1. Airfare Expenses**

The Trust will reimburse a Trustee only for the actual cost of airfare from the airport nearest his or her residence to the airport nearest the city of Trust Business or an educational conference and return, where the Board of Trustees has authorized airfare. The amount reimbursable will not exceed the appropriate airline’s published coach rate unless first class air fare has been specifically authorized by the Board in advance, or in the event coach seats are unavailable, or upon showing of other absolute necessity. The Trust will not reimburse the airfare of a spouse or other person traveling with a Trustee. The Trustee must submit a copy of the airline ticket when requesting reimbursement.

#### **2. Ground Transportation and Parking Expenses**



The Trust will reimburse a Trustee for mileage at the then-current IRS mileage rate between a Trustee's residence or office and the airport as well as for airport parking while on Trust Business or authorized attendance at an educational conference. In no event will the reimbursable mileage be greater than the round-trip coach airfare that would have been applicable. The Trust will also reimburse taxicab or ride-sharing fares when incurred on Trust Business. The Trust will reimburse Trustees traveling to Trust Business or an educational conference in a company owned vehicle only for auto expenses not otherwise paid by the company or union.

### 3. Rental Car Expenses

The Trust will reimburse a Trustee for the cost of a rental car if use of the rental car is necessary for the performance of Trust Business, or when such use results in lower overall charges in connection with an educational conference. Reimbursement will be for actual costs not to exceed the rental company's published rate for mid-sized cars. The Trustee must submit a written statement identifying the Trust Business for which the rental car was used.

An example of a car rental being economically justifiable is that the distance between the lodging and a meeting is so great that traveling by car is less expense than by taxi. Another example is any instance in which it is less costly to travel to a meeting by renting a car than it is to travel by any other means of transportation. If a Trustee incurs rental car expenses, reimbursement will be only for the days of the conference plus the arrival and departure days.

### 4. Lodging Expenses

The Trust will reimburse a Trustee for the cost of lodging at the standard single room rate when on Trust Business and when justified by the distance between the Trustee's residence and the Trust Business location. Reimbursement will be made for the night before a meeting and the night before each day of the meeting. Reimbursement will be made for the night of the last day of the meeting only when reasonably required by the circumstances. The Trust will reimburse lodging expenses one additional day preceding the registration day of an educational conference and one additional day following the last day of an educational conference to facilitate travel arrangements. In addition, those Trustees that are able to utilize "super saver" airfares which require a Saturday night stay at the destination may incur an additional day of expenses if the result is that the fund will incur less overall expense than if the additional day's stay had not occurred. The Trustee shall submit a statement which details the actual savings obtained in such instances.

In addition to basic room costs, reimbursable costs include charges such as local and long distance telephone calls as mentioned in Section 8, parking charges, room service, and reasonable gratuities. Discretionary personal items included on a lodging bill such as laundry, athletic club fees, movie rentals, honor bar charges, optional facility fees, and the like will normally not be reimbursable. These items must be identified and deleted from the bill.

### 5. Other Expenses

The Trust will reimburse a Trustee for the actual and reasonable costs of meals, refreshments and gratuities while on Trust Business or an authorized educational conference. The Trust will reimburse up to

2 alcoholic beverages consumed per reimbursable meal. Discretionary personal items will not be reimbursable. Trustees requesting reimbursement of any expenditure must substantiate the expenditure with a receipt attached to the expense statement. Un-receipted expenditures will not be reimbursed or charged to the Trust. A proper accounting of the time, place, amount and persons present must be provided with the expense statement before reimbursement will be paid from the Trust for any reimbursable expense. If the expense represents expenditures for other individuals, the Trustee must either delete the portion attributable to the other individuals or certify as to the Trust Business purpose involved.

Reimbursable expenses may be incurred during one day traveling to and one day traveling from a meeting or educational conference and while in attendance at a meeting or educational conference, provided that those Trustees who are able to utilize "super saver" airfares which require a Saturday night stay at the destination may incur an additional day of expenses if the result is that the fund will incur less overall expense than if the additional day's stay had not occurred. The Trustee shall submit a statement which details the actual savings obtained in such instances.

#### 6. Lost Wage Expenses

The Trust will reimburse a Trustee for wages lost as a result of attending a Trustee meeting. This provision shall apply only to Trustees who are regularly employed in a bargaining unit participating in the Trust and then only if actually employed at the time of the Trustee meeting. This provision shall not apply to full time salaried employees of participating employers, employee associations, or labor organizations as determined by Department of Labor standards.

#### 7. Family Member Expenses

The Trust will pay the meal expenses of a spouse or other guest (limit of one per Trustee) that attends an official Trust sponsored event (such as a dinner to honor a retiring Trustee or a banquet for all Trustees directly preceding or following a Trust meeting). The meal expense of a spouse or guest shall also be reimbursable where the spouse or guest accompanies a Trustee to a Trustee meeting located sufficiently away from the Trustee's Business office or residence requiring an overnight stay. The Trust will otherwise not reimburse Trustees for the meals of family members or others. The Trust will not reimburse meal expenses or other personal expenses of a spouse or other person incurred while attending an educational conference or seminar with the Trustee.

#### 8. Long Distance Telephone Calls

Long distance calls necessary to communicate with the Trustee's family and office are reimbursable. Other long distance calls are not reimbursable unless a satisfactory explanation is given as to the Trust Business involved.

#### 9. Educational Conference Expenses

So that the Trustees may be properly advised of new and different approaches to the administration of trust funds of this kind, and of new legislation and regulations, and of new concepts and requirements concerning Trustee responsibilities, it is the policy of this Trust Fund to authorize the attendance of Trustees at one educational conference per year. Recognizing that each Trustee is best qualified to determine the area of education most beneficial to his or her exercise of his or her fiduciary responsibilities and to plan participants, and further, recognizing that knowledge is best transmitted by those qualified, each Trustee is permitted to elect to attend the educational conference of his or her choice.

Conference registrations, registration fees, and lodging deposits will generally be made directly with the sponsoring organization by the administrative agent. The remainder of lodging expenses and other expenses incurred in connection with attendance at an educational conference will be reimbursed in accordance with this Policy. Expenses for non-educational activities held in connection with an educational conference are not reimbursable.

A Trustee may attend more than one conference or seminar in any calendar year under this Policy with prior approval by the Board of Trustees. In the event a regional seminar or other similar meeting is held in more than one location, the Trustee's residence shall determine which location is most reasonable under the circumstances, in light of the Trustees schedule and the relative cost of attending a conference in particular city.

10. Attendance Report

Any Trustee attending an educational conference shall make a report concerning the conference at the next subsequent meeting of the Board of Trustees. Such report shall be oral or in writing (or both) as the Trustees may prefer. All such reports shall be noted in the minutes.

11. Expense Reimbursement

The Administrative agent will prepare a check for reimbursement within five days of receipt of the Trustee Expense Voucher. Reimbursement will only be made in response to a standard voucher that is signed by the Trustee and includes all necessary receipts and hotel bills within 30 days of the expense. The Administrative agent will review each voucher for reasonableness and signatures on the check for reimbursement will constitute approval.

Effective as of February 21, 2023.

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

Date: \_\_\_\_\_

# **DENVER FIREFIGHTERS HEALTH & WELLNESS BENEFITS TRUST**

## **CYBER SECURITY POLICY**

### **Overview of Cyber Security Policy**

This Policy sets forth the Cyber Security Policy (“Policy”) of the Denver Firefighters Health & Wellness Benefits Trust (“Trust”). It is intended to document the Trust’s processes and commercially reasonable practices for identifying, assessing, and addressing internal and external cyber security risks involving the Trust and its service providers.

The Trust has no employees or information technology (IT) systems of its own. The Trust’s activities are conducted through third-party service providers who develop, use, and store the Trust’s data. Accordingly, the Trust’s Policy focuses on assuring that the Trust’s third-party service providers have taken appropriate actions to assess and protect against cyber security risks.

This Policy is intended to meet the cyber security best practices issued by the Employee Benefits Security Administration (“EBSA”). As a result, the Policy addresses the following:

- Review and identify cyber security risks
- Respond to cyber security risks that are identified
- Provide for ongoing assessments of risk and controls and documenting actions taken
- Provide process for detecting and responding to cyber security events
- Confirm appropriate insurance coverages are in place

This Policy may be coordinated with other employee benefit plans or trusts to the extent they use common service providers.

### **Assessments of Cyber Security Risks**

#### **Initial Evaluation**

Following the adoption of this Policy, the Trust will retain a professional with the appropriate expertise to conduct an initial evaluation of its cyber security risks and preparedness. The initial evaluation will be done pursuant to the process set forth in Exhibit A to this Policy. The designated professional will be delegated the Trust’s full authority to contact the Trust’s service providers and request the information necessary to perform the initial evaluation. To the extent any service provider fails to provide the requested information the matter shall be referred to the Trust’s legal counsel. Any requested non-disclosure agreement shall also be referred to the Trust’s legal counsel.

Because the Trust has no employees or IT systems, the initial review will focus on obtaining necessary information from the Plan's third-party service providers and where appropriate, entities providing services to the Trust's third-party service providers concerning potential cyber security risks to Trust's assets or data. The entities to be reviewed in the initial evaluation are also identified in Exhibit B.

Pursuant to EBSA guidance, the assessment will include but is not limited to the following:

- Data governance and classification
- Access controls and identity management
- Business continuity and disaster recovery
- Configuration management
- Asset management
- Risk assessment
- Data disposal
- Incident response
- Systems operations
- Vulnerability and patch management
- System, application and network security and monitoring
- Systems and application development and performance
- Physical security and environmental controls
- Data privacy
- Vendor and third-party service provider management
- Consistent use of multi-factor authentication
- Cybersecurity awareness training, which is given to all personnel annually
- Encryption to protect all sensitive information transmitted and at rest

After completion of the initial review, a report and assessment will be delivered to and reviewed by the Boards of Trustees. The Boards of Trustees shall document its review and shall have the authority to address and implement any recommendations identified in the report.

### **Annual Review**

The Board of Trustees shall annually review its Cyber Security Policy and identify any assessments, modifications, or actions required by changes in the cyber security landscape in general, or in regard to the Trust's specific service providers. The annual review will include an evaluation whether a more detailed review should be done based on the Trust's specific facts and circumstances. The annual risk assessment update for a specific plan year shall be maintained as an Exhibit to this Policy and will be reviewed by the Board of Trustees. The Board of Trustees shall document its review and shall have the authority to take any action recommended by or consistent with the annual review. The annual review will include an evaluation whether a more detailed review should be done based on the Trust's specific facts and circumstances.

## **Confirmation of Key Practices**

The Trust shall seek confirmation from entities providing services to the Trust that they maintain policies addressing key issues (Secured System Life Cycle Policies; encryption of sensitive data; technical controls, etc.) identified in the EBSA's Cyber Security Best Practices. This confirmation will be sought as part of any Initial Evaluation, when a new provider is hired or when the Boards of Trustees determine a confirmation from a specific entity is required.

## **Responses to Cyber Security Events**

### **Planning for a Cyber Security Event**

The Trust shall confirm with entities maintaining or accessing its assets or data that the entities have systems in place for continuous operations and safeguarding the Trust's assets and participants if a cyber security event occurs. The responding entities shall document the following:

- A business continuity plan which sets out the procedures that will be used to recover, resume and/or maintain operations necessary for the Trust to be able to function in the event of a cyber security event;
- A disaster recovery plan which describes the process for recovery and resuming operations necessary for the Trust to function in the event of a major disruption;
- An incident response plan which will provide instructions for IT staff to respond to and recover from cyber security events.

### **Response to a Cyber Security Event**

The Trust's designated Privacy Official and Trust Counsel shall coordinate the Trust's response to any cyber security event or incident in conjunction with the service provider or third-party involved. Action shall include providing any required notices to governmental entities, providing notice to the Trust's insurers where appropriate, and overseeing any required notification to Trust participants and beneficiaries. The Trust's Privacy Officer and/or Trust Counsel shall report as necessary to the Boards of Trustees on any cyber security events and their resolutions.

## **Insurance**

The Trust's contractual arrangements with third parties shall require all providers who access, use or store Trust data to maintain appropriate coverage for cyber security events. Trust service providers shall provide proof of cyber security coverage as part of the Trust's Initial Evaluation and as part of subsequent annual reviews if there have been any changes. The current cyber liability coverage maintained by the Trust's service providers is attached as Exhibit C to this Policy. The Trust's own current cyber liability coverage is also listed in Exhibit C.

**Authority**

The Boards of Trustees have the discretionary authority to amend or interpret this policy.

**DENVER FIREFIGHTERS HEALTH TRUST**

**Cyber Security Policy**

I have read and understand the Cyber Security Policy of the Denver Firefighters Health Trust. I agree to report any potential conflict of interest in accordance with that policy.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# **DENVER FIREFIGHTERS HEALTH & WELLNESS BENEFITS TRUST**

## **CONFLICT OF INTEREST POLICY**

**Effective January 1, 2023**

It is the policy of the Denver Firefighters Health & Wellness Benefits Trust (“Trust”) to transact all its business lawfully, ethically, and impartially. Therefore, all fiduciaries and employees have a continuing responsibility to conduct themselves in accordance with the highest standards of integrity and fair dealing, and to avoid even the appearance of conflict between their personal interests and those of the Trust. If there is any doubt about the propriety of an activity or relationship, all persons involved should first consult with Trust Counsel.

A conflict of interest occurs whenever a fiduciary or employee permits the prospect of direct or indirect personal gain to improperly influence his or her judgment or actions in conducting Trust business. While it is not practical to cite every situation that might create a conflict, the following are considered to have that potential.

Acquisition or sale of any property, facilities, materials, and/or services (financial, legal, public relations, etc.) by the Trust under circumstances where there is a direct or indirect compensation to a fiduciary or employee, or a member of his or her family, or other party in interest.

Acceptance by a fiduciary, employee, or member of his or her family from any individual doing, or seeking to do, business with the Trust of any loan, guarantee of loan, payment, service, excessive entertainment, travel, or gift of more than nominal value. This does not preclude exchange of token gifts or entertainment that conforms to customary industry practice, provided such exchange does not appear to obligate the fiduciary, the Trust, or any associated third party.

Placement of Trust business of any kind with a company owned or controlled by a fiduciary, employee, or member of his or her family, unless such placement is exempt from the ERISA prohibited transaction provisions and, where possible, subject to competitive bidding.

Some transactions, such as purchase or lease of personal property (including equipment) from a union that sponsors the Trust, are not currently subject to exemptive relief under ERISA (unless incidental to the lease of real property), and prior to engaging in such a transaction require submission of an application for exemptive relief to the Department of Labor, and issuance of an exemption. Leasing of office space between the Trust and the union, as well as leasing of other real property by the Trust from the union, is subject to exemptive relief.



A family member is defined as a spouse, domestic partner, parent, child, spouse of a child, brother, sister, or spouse of a brother or sister.

No fiduciary, employee, or member of his or her family should be involved in any of the foregoing or like transactions or situations, unless it is disclosed to and approved in advance by the Board of Trustees following consultation with the Coordinator or Trust Counsel.

No fiduciary or employee shall misuse his Trust position to solicit from present or prospective Trust vendors any discount on personal or family purchases of equipment, materials, or services. However, a fiduciary or employee may accept any discount generally offered by the vendor to others.

The Trust must have complete information at all times about significant financial interests of its fiduciaries, employees, and organizations with which it does business, seeks to do business, or competes. Accordingly, the Trust requires all fiduciaries and employees to disclose activities involving themselves, or a member of their family, that might create actual or potential conflict. Such disclosures will be held in confidence and properly safeguarded.

All levels of Trust management are responsible for:

Maintaining constant awareness of potential conflict of interest problems;

Encouraging timely disclosure by subordinates; and

Initiating prompt action if any potential conflict of interest situation arises.

It is the responsibility of all fiduciaries, employees, and other Trust personnel to report conflict of interest violations or suspected violations to Trust Counsel. In furtherance of this responsibility, the Trust has adopted a Whistleblower Policy. No person who in good faith reports a conflict of interest violation or suspected violation shall suffer harassment, retaliation, or adverse consequence. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

Adopted at a meeting held on February 21, 2022.

**DENVER FIREFIGHTERS HEALTH TRUST**

**CONFLICT OF INTEREST CERTIFICATE**

I have read and understand the Conflict of Interest Policy of the Denver Firefighters Health Trust. I agree to report any potential conflict of interest in accordance with that policy.

---

Print Name

---

Signature

---

Date

# **DENVER FIREFIGHTERS HEALTH & WELLNESS BENEFITS TRUST**

## **Whistleblower Policy Record Retention and Destruction Policy**

**January 1, 2023**

The Board of Trustees of the Denver Firefighters Health & Wellness Benefits Trust (“Trust”) adopts the following policies to facilitate the ongoing development of governance and internal controls:

- Whistleblower Policy
- Record Retention and Destruction Policy

### **WHISTLEBLOWER POLICY**

The purpose of this policy is to provide an appropriate reporting procedure for individuals with potential knowledge of irregularities.

The Trust does not have employees but operates through the retention of third parties to provide necessary services to the Trust. Trustees, Trust service providers, Trust participants, or other individuals who believe that a Trust action constitutes a non-exempt prohibited transaction, violates a Trust policy or applicable law, constitutes a questionable or improper accounting or auditing matter, or is otherwise improper are directed to contact the Trust’s Chairman and Secretary. Alternatively, the individual may contact Trust Counsel who shall bring the issue to the attention of the Trustees.

Reported concerns should be submitted in writing. Issues may be raised anonymously. Sufficient information should be provided to allow the matter to be investigated.

The Trustees will be responsible for investigating and evaluating reported concerns and taking appropriate action. The Trustees have authority to appoint a committee or outside entity to investigate concerns that are raised.

Complaints and investigations shall be kept confidential to the extent possible. Disclosure of reports on complaints will be limited to those individuals whose participation is necessary to conduct an investigation, to act on a complaint, or to implement necessary corrective actions.

This Policy is intended to encourage and enable each Trustee and service provider to raise concerns within the Trust for investigation and appropriate action. With this goal in mind, no

individual who in good faith and with reasonable factual basis reports a concern shall be subject to retaliation or any other action.

## **RECORD RETENTION AND DESTRUCTION POLICY**

The Trustees will maintain records of Trust administration. The following is intended to provide guidelines for the retention and destruction of records:

**Records That May Be Destroyed After Eight Years.** In general, no record will be destroyed until a period of eight (8) years has elapsed from the date the record was created, or the conclusion of the matter to which the record relates, if later. The following records may generally be destroyed after eight years:

- Health claims
- Financial records (bank slips/reconciliations/statements/expense reports)
- Correspondence (except as otherwise provided)
- Employment records (other than workers' compensation records, which should be maintained ten years)

### **Benefit Records Retained Until No Longer Necessary To Determine Benefits.**

Records that are necessary to determine the benefits due, or which may become due, should be maintained (electronically or otherwise) at least eight (8) years, or until no longer necessary to determine benefits whichever is longer. Such records include:

- Employer contribution reports
- Collective Bargaining Agreements
- Employer participation agreements
- Compliance testing

**Permanent Records (Do Not Destroy).** Some records should be permanently maintained (electronically or otherwise) for historical purposes, including the following:

#### **Records**

- Trust Agreements and amendments
- Plan documents and amendments
- Plan booklets and amendments
- Summaries of Material Modification
- Summary Annual Reports
- Minutes of Trust meetings
- Agendas
- Determination letters (and related correspondence)

#### **Records (cont.)**

- Annual financial reports
- Annual audits
- Actuarial reports
- Government reports and returns
- IRS/DOL correspondence and audit files
- Deeds and titles
- Fiduciary policies
- Investment Guidelines
- Provider contracts



**Litigation Records.** Records related to litigation or anticipated litigation should be permanently maintained or until Trust Counsel recommends destruction.

**Maintenance of Electronic Records:** Electronic media may be used to retain records, provided storage is in compliance with the maintenance and retention requirements under ERISA §§107 and 209 and Internal Revenue Code § 6001.

### **GENERAL**

The Board of Trustees is responsible for the adoption, administration, interpretation, and applications of these Policies. The Board of Trustees shall have the authority to make necessary amendments and shall have the discretionary authority to interpret these Policies.

Adopted at a meeting of the Board of Trustees this 21<sup>st</sup> day of February 2023.