

RETIREE HEALTH PLAN
OF THE
MIAMI ASSOCIATION OF FIRE FIGHTERS
HEALTH BENEFIT TRUST

PLAN DOCUMENT

Effective November 1, 2003

Amended and Restated
Effective March 29, 2006

Amended and Restated
Effective October 1, 2008

Amended and Restated
Effective _____

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**RETIREE HEALTH PLAN
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PREAMBLE

WHEREAS, the City of Miami, Florida (the "City") and the Miami Association of Fire Fighters, Local 587 (hereinafter "Local 587" or "the Union") entered into an Agreement, effective October 1, 2001, to September 30, 2004, wherein Article 47, the City and the Union agreed that contributions would be made to a benefit trust for the purpose of funding, in whole or in part, reimbursement of retiree health coverage.

WHEREAS, the Miami Association of Fire Fighters, Local 587, established such a Trust as of January 1, 2003, granting administration of the Trust to a Board of Trustees pursuant to the "Trust Agreement Governing the Miami Association of Fire Fighters Health Benefit Trust," effective January 1, 2003;

NOW, THEREFORE, the Board of Trustees does hereby adopt the Retiree Health Plan, Amended and Restated, effective _____, as set forth in the following pages.

ARTICLE I
DEFINITIONS

Where the following words and phrases appear in this Plan, they shall have the meaning set forth in this Article, unless the context clearly indicates otherwise. Other words and phrases with special meanings are defined where they first appear unless their meaning is apparent from the context.

1.1 “**Account Balance**” means the amount in an Employee Account.

1.2 “**Active Duty**” means service for which an employee receives compensation in permanent status.

1.3 “**Beneficiary**” means an Eligible Retiree and his or her Spouse, Dependents, and Qualified Relatives as set forth in Article V. The term “spouse” shall include:

(a) an individual married to a person of the same sex; and the term “marriage” and its variations shall include such marriage between individuals of the same sex.

(b) a domestic partner. The term “domestic partners” is defined as adults who have registered their domestic partnership pursuant to Miami-Dade City Code Section 11A-72, or adults whose relationship has been formalized in another locality, state, or country through a marriage, civil union, domestic partnership, or the like, that is authorized by law in that jurisdiction.

1.4 “**Board of Trustees**” or “**Trustees**” means the duly selected board, which administers the Plan and Trust, pursuant to the Trust Agreement.

1.5 “**City**” means the City of Miami, Florida.

1.6 “**Claimant**” means an Eligible Retiree while he or she is alive. Upon the Eligible Retiree’s death, the term “Claimant” shall also mean his or her Surviving Spouse. If there is no Surviving Spouse, then “Claimant” shall mean the Eligible Retiree’s surviving Dependent(s).

1.7 “**Code**” means the Internal Revenue Code, as amended.

1.8 “Collective Bargaining Agreement” or “Agreement” means a written agreement between a Union and a Participating Employer and any supplements, subsequent amendments, successor agreements, Labor-Management Agreements, continuations or renewals thereof; or a Special Agreement as defined in the Trust Agreement, by the terms of which the employer or its employees are obligated to make contributions to a trust for the types of benefit plans administered by the Trustees.

1.9 “Dependent” means the unmarried natural child or lawfully adopted child of the Employee or Eligible Retiree, or child placed in the Employee's or Retiree's home for adoption, who meets one of the following requirements:

- (a) Is a legal dependent under the age of 18;
- (b) Is a legal dependent under the age of 25 and is a full-time student; or
- (c) Is a child of any age who is legally dependent upon the Employee or Retiree for support and maintenance and is unable to care for himself by reason of mental - or physical handicap.
- (d) Is a legal dependent between the ages of 25 – 30 and has no dependent of his or her own, is a resident of Florida or full or part time student, and does not have coverage under any other plan or entitled to Medicare benefits.

1.10 “Effective Date” for an Employee means the date that the Employee, or his or her Participating Employer, was obligated to commence making contributions to this Plan for that Employee, pursuant to an Agreement. For Local 587, the Effective Date is January 1, 2003, for contributions from sick leave balances and October 1, 2008, for the annual contributions from the City.

1.11 “Eligible Retiree” means a former Employee who is entitled to benefits under Section 3.2 of the Plan.

1.12 “Employee” means an individual employed by a Participating Employer on or after that employee's Effective Date, who is a member of a bargaining unit represented by a Union and

those management personnel who are sworn professional firefighters or sworn peace officers and who are subject to an Agreement or special agreement as defined by the Trust Agreement.

1.13 “Employee Account” means the bookkeeping account maintained by the Trust in the name of an Employee, which reflects all contributions made to the Trust in the name of the Employee, investment earnings and losses, administrative expenses, and distributions.

1.14 “Firefighter” means anyone defined as a firefighter in Section 175.032(8), Florida Statutes, as may be amended.

1.15 “Fund Year” means the fiscal year on which the Fund’s records shall be kept.

1.16 “Leave” means (I) any period during which an employee is absent due to (i) service in the uniformed services of the United States; (ii) the birth or adoption of a child, or caring for a child, spouse, or parent who has a serious health condition; or (iii) his own serious health condition if Credit or Service, as the case may be, is required to be given for such periods under the Uniformed Services Employment and Re-employment Rights Act of 1994 or the Family and Medical Leave Act of 1993, respectively, and (II) any other period of leave as approved on a non-discriminatory basis by the Board.

1.17 “Local 587” means the Miami Association of Fire Fighters, Local 587.

1.18 “Participant” means every firefighter in permanent status.

1.19 “Participating Employer” means any state, county, or municipality; or any other public agency, public corporation, or governmental unit that is party to an Agreement that provides for contributions to this Plan.

1.20 “Permanent Status” means employment as a firefighter who has been regularly appointed, after serving a probationary period not to exceed two years, to a position which normally involves continuous year-round service.

1.21 “Plan” means this separate written document, together with any amendments duly adopted by the Trustees.

1.22 “Qualified Expense” means payment for treatment, coverage or expense incurred while the Beneficiary is eligible for benefits under this Plan:

- (a) a premium or contribution for a Beneficiary to a health, dental or disability insurance plan that provides coverage for the type of medical expenses excludable from gross income under Code Section 105(b);
- (b) a medical expense excludable from gross income under Code Section 213(d), i.e. costs for the diagnosis, cure, mitigation, treatment, or prevention of disease or injury;
- (c) long-term care insurance premiums, but no other expenses associated with the costs of long-term care.

1.23 “Qualified Relative” means any of the persons listed below who are legally dependent under Code Section 152 on an Eligible Retiree or the Retiree’s Surviving Spouse in the tax year in which the Retiree or Surviving Spouse dies:

- (a) parent;
- (b) grandparent;
- (c) stepchild;
- (d) niece and nephew;
- (e) aunt and uncle;
- (f) stepparent; and
- (g) in-law (son or daughter, father or mother, brother or sister, in that order).

1.24 “Severance of Service” means termination of an Employee from a Participating Employer.

1.25 “Surviving Spouse” means the lawful spouse of an Eligible Retiree to whom the Retiree was married on the date of the Eligible Retiree’s death.

1.26 “Trust” or “Trust Fund” means the “Miami Association of Fire Fighters Health Benefit Trust” created by the Trust Agreement and all property and money held by such entity, including all contract rights and records.

1.27 “Trust Agreement” or “Agreement” means the Trust Agreement Governing the Miami Association of Fire Fighters Health Benefit Trust, effective January 1, 2003, any amendments thereto, and any amended and restated Trust Agreement(s).

1.28 “Trustee” means any member of the Board.

1.29 “Union” means the Miami Association of Fire Fighters, Local 587, or any labor organization that represents public sector employees that is a party to a Collective Bargaining Agreement with a participating employer; and which has been accepted for participation by the Board of Trustees.

1.30 “Valuation Date” means the first business day of any calendar quarter as the Board may deem necessary.

ARTICLE II EMPLOYEE ACCOUNTS

2.1 **Employee Accounts.** The Trust shall maintain for record keeping purposes an Employee Account on each Employee, for contributions made on that Employee pursuant to a Collective Bargaining Agreement.

2.2 **No Rebate or Refund.** An Employee shall not be eligible for rebates or refunds of any contributions made other than in benefits under Article III.

ARTICLE III FUNDING

3.1 **Contributions.** The City shall contribute to the Fund each year the amount as stated in the

collective bargaining agreement, as may be amended. In addition, employees shall contribute to their accounts such amounts as are in their sick leave balances at the time of termination of employment.

3.2 Payment of Costs, Expenses, and Fees. All costs, expenses, and fees of administering the Fund shall be paid from the assets of the Fund in such fashion as the Board shall determine. These administrative expenses shall be allocated among participants annually and shall be no less than \$100 and no greater than 1% of the participant's account balance. The trustees, in their discretion, may reallocate back to participant accounts, such amounts as are determined to be in excess of amounts necessary to plan administration.

3.3 Exclusive Benefit Rule. No part of the corpus or income of the Fund shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and other persons entitled to benefits under the Fund and paying the expenses of the Fund not paid directly by any other party. No person shall have any interest in, or right to, any part of the earnings of the assets of the Fund, or any right in, or to, any part of the assets held under the Fund, except as and to the extent expressly provided in the plan document.

3.4 Custody of Fund Assets. The Board shall hold all assets of the Fund in trust solely for use in paying the benefits provided by this plan and paying the expenses of the Fund. The Board shall deposit all assets of the Fund held in cash in a national- or state-chartered financial institution whose deposits are federally insured. The Board shall keep all securities and evidences of ownership of other assets of the Fund in a safe deposit box or shall deposit them with a corporate custodian. Current inventories of such securities and other assets shall be kept as a part of the permanent records of the Board, which will be audited at a minimum tri-annually by a Certified Public Accountant.

ARTICLE IV ALLOCATION TO ACCOUNTS

4.1 Allocation of Contributions. As of each Valuation Date, all contributions made by the City since the preceding Valuation Date shall be allocated among the Participants' Accounts. The allocation shall be made solely in the proportion the total number of months of Credit accrued by each Participant in the immediately preceding twelve (12) months bears to the total months of

Credit of all Participants in that twelve (12) month period with no credit given on account of a Participant's seniority, rank, or compensation.

An Employee's contributions of his or her sick leave balances at termination of employment shall be allocated 100% to that employee's account, less administrative fees.

4.2 Allocation of Forfeitures. As of the last Valuation Date in each Fund Year, and at such other Valuation Dates as the Board may determine, all amounts forfeited since the preceding date as of which forfeitures were allocated shall be prorated and credited to the Accounts of the individual Participants in the same manner as the City's contributions allocated under paragraph 4.1 of the Article.

4.3 Allocation of Accounts. All allocations or forfeitures of funds will be consistent with applicable law.

4.4 Allocation of Investment Gains. The Board shall value the Fund's assets as of each Valuation Date and shall allocate to the Account of each Participant his share of the increase or decrease in the fair market value of the Fund's assets. The Participant's share of the increase or decrease in the fair market value of the Fund shall bear the same ratio to the total amount of the increase or decrease in the Fund, as the case may be, as the value of the portion of the Participant's Account invested in the Fund bears to the total value of the Fund, as the case may be.

4.5 Allocations After Termination. Except as otherwise provided in this Section 4.5, no amount shall be credited to a Participant's Account under Sections 4.1 and 4.2 after he ceases to be on Active Duty. However, until completely distributed to him, the Account of a Participant not on Active Duty shall continue to be invested as part of the Fund and shall continue to share in the investment gains and losses of the Fund in accordance with the provisions of paragraph 4.4 of this Article. A Participant shall continue to receive allocations of contributions and forfeitures under Sections 4.1 and 4.2 after he ceases to be on Active Duty if such contributions and forfeitures are attributable to a period when he was on Active Duty.

4.6 Determination of Account Value. Whenever an event requires the determination of the value of a Participant's Account, the value shall be computed as of the Valuation Date coincident with or immediately following the date of determination.

ARTICLE V
BENEFITS

5.1 General. A Claimant is entitled to the reimbursement of Qualified Expenses paid by the Beneficiary for coverage for any Beneficiary in effect on or after the related Employee's Effective Date, subject to proper and timely submission, after becoming eligible for benefits under this Article V.

5.2 Eligibility. An Employee shall become an Eligible Retiree, eligible to claim benefits from the Trust, on Severance of Service from the Participating Employer, provided the Employee has completed ten (10) years of service or retired by reason of disability under any pension plan of a Participating Retiree.

An employee with less than 10 years of service is eligible for benefits to the extent of his account balance of accrued sick leave transferred at the time of termination from employment.

5.3 Surviving Spouse. A Surviving Spouse shall be eligible to claim benefits on the first day following the death of the Eligible Retiree.

5.4 Dependents. A Dependent shall be eligible to claim benefits on the first day following the death of the Eligible Retiree and the Surviving Spouse.

5.5 Designation of Qualified Relatives as Beneficiaries. An Employee or Eligible Retiree may elect to designate the order of Beneficiaries after death of the Surviving Spouse and Dependents, from among the list of Qualified Relatives in Section 1.17. Such designation must be in writing, in a form approved by the Trustees. If no such designation is made, the Plan will follow the order set forth in Section 1.17. If there are no Qualified Relatives, the balance of the Employee Account upon death of the Employee and Surviving Beneficiaries (if any) will be forfeited to the Plan.

5.6 Qualified Relatives. A Qualified Relative who has been designated as a Beneficiary by an Eligible Retiree shall be eligible to receive benefits the first day following the death of the Retiree, and his or her Surviving Spouse and Dependents.

5.7 Termination of Benefits.

(a) Retirees. Subject to Section 5.8(d), an Eligible Retiree's benefits under the Plan

shall terminate on the first to occur of the following:

- (1) The date the Retiree's Account Balance reaches zero;
 - (2) The date of the Retiree's death; or
 - (3) The date the Plan is terminated.
- (b) Surviving Spouse, Dependents &, Qualified Relatives. Subject to Section 5.8(d), the benefits of a Surviving Spouse, Dependent, or Qualified Relative under the Plan shall terminate on the first to occur of the following:
- (1) The date the Retiree's Account Balance reaches zero;
 - (2) The date of the Spouse's or last Dependent's or Qualified Relative's death;
 - (3) The date a Dependent or Qualified Relative would have lost dependent status had the Eligible Retiree lived; or
 - (4) The date the Plan is terminated.
- (c) Posthumous Claims. Claims for Qualified Expenses for coverage prior to death, which are properly and timely submitted, will be paid. However, in no event shall the amount of Qualified Expenses paid be more than the balance remaining in the Retiree's Employee Account.
- (d) Modification of Benefits. The Trustees reserve the right and power to limit benefit distributions, and to terminate the Plan. Such limitation or termination could apply to current as well as future retirees. In case of termination, plan assets will be distributed to plan participants according to IRS rules.

5.8 Benefit Claim Procedure.

- (a) To make a claim for Plan benefits, a Claimant must present proof of payment of a Qualified Expense, on a form approved by the Trustees. Forms may be obtained

from the fund's third party administrator, which at this time is:

Diversified Administration, Inc.
Susan P. Luskin, FLMI, CLU, CEBS, RHU, ChHC
6161 Washington Street
Hollywood, Fl. 33023
(954) 983-9970
Fax (954) 983-9695

Prior to issuing payment, the Trust Office shall review such proof and determine whether to grant or deny coverage under the Plan.

All claims and appeals must be submitted by an Eligible Retiree. Upon the Eligible Retiree's death, the Eligible Retiree's Surviving Spouse must submit all claims and appeals. If there is no Surviving Spouse, then the Eligible Retiree's Dependents may submit claims and appeals.

- (b) If the Trust Office grants coverage, payment will be made to the Claimant. If the Trust Office denies coverage, the Claimant may appeal the denial of coverage or any other adverse benefit determination of the Trustees under Section 6.3 hereof.
- (c) Proof shall include, but not be limited to, canceled checks drawn to the name of the provider, or receipt for payment from the provider, subject to verification as determined by the Trustees in their sole discretion.
- (d) Claims for Plan benefits must be submitted no later than 180 days from the date on which the Claimant made the payment of Qualified Expenses to the insurance provider. This 180-day limit may be waived by the Trustees upon good cause shown by the Claimant.
- (e) Subject to Subsection (f), below, unless specifically provided by law, the Trustees shall not make any payments on behalf of or distributions to any person entitled to any benefits except to a Claimant personally, or pursuant to a Qualified Medical Child Support Order under federal law.
- (f) If a Claimant is deemed to be incompetent by a lawful judicial or quasi-judicial forum, or reasonably deemed to be incompetent by the Trustees, then any payment

due may be paid to such person and in such manner as the Trustees, in their sole discretion, considered to be in the best interest of the Claimant (unless the judicial forum has appointed a party as the Claimant's representative, in which case the Trustees will make payment to that party). The Trustees shall not be under any duty to oversee the application of funds so paid, provided due care was exercised in the selection of the person to whom funds were paid, and the receipt of the person to whom funds were paid shall be full acquittance to the Trustees. The Trustees shall not be liable to any person for a determination made in good faith that a Claimant is incompetent.

ARTICLE VI CLAIM APPEAL PROCEDURES

6.1 Claimant's Duty to Notify Trustees of Claim. The Claimant is required to notify the Trust Office of his or her claim for benefits pursuant to Article V, Section 5.8, before he or she is entitled to either receive benefits under this Plan, or appeal the Trust Office's decision denying a request for benefits.

6.2 Acceptance or Denial of Claim by Trustees.

- (a) Standard Claim Decision - Timing. The Trust Office shall consider each claim for Plan benefits and determine whether to grant or deny coverage under the Plan. Subject to Sections 6.2(b) and 6.2(c) below, the Trust Office shall send written notification of its decision to the Claimant not later than thirty (30) days after receipt of the Claimant's claim. If coverage is granted, the Claimant shall receive payment as stated in Section 5.8(b). If the claim is denied, the Claimant has the right to appeal the claim, pursuant to Section 6.3 hereof and the Plan's "Appeal Procedures," if any, available from the Trust Office.

The denial notification shall include the following information:

- (i) The specific reason(s) for such denial;

- (ii) Specific reference to the Plan provisions upon which the denial is based;
 - (iii) A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to the Claimant's claim for benefits; and
 - (iv) An explanation of the Plan's "Appeal Procedures," if any, with respect to the denial of benefits and a statement of the Claimant's right to bring an action in court, after exhausting the Plan's appeal procedures.
- (b) Extension of Time - Special Circumstances. If the Trustees determine that special circumstances require an extension of time for processing the claim, written notice of the extension shall be furnished to the Claimant prior to the termination of the initial thirty (30) day period. The extension notice shall indicate the special circumstances requiring the extension of time and the date by which the Trustees expect to render a benefit determination. In no event shall such extension exceed a period of fifteen (15) days from the end of the initial period (45 days total).
- (c) Extension of Time - Failure to Submit Information. The period of time for the Trustees to make a benefit determination may be extended if the Claimant fails to submit all necessary information to allow the Trustees to decide the claim. In such case, the period for deciding the claim is tolled from the date on which the request for additional information is sent to the Claimant until the date the Claimant provides to the Trust Office the requested information. The Claimant shall be allowed at least forty-five (45) days from receipt of the request for additional information within which to provide the information.

6.3 Appeal Procedures. The Trustees, Claimants and any person who claims to be entitled to benefits under this Plan shall follow the provisions in this Article VI.

- (a) Sole Procedures. The procedures specified in this Section shall be the sole and exclusive procedures available to a person dissatisfied with an eligibility determination or benefit award, or who is otherwise adversely affected by any action of the Trustees.

- (b) Request for Hearing. Any person whose claim has been denied may appeal to the Trustees to conduct a hearing in the matter, provided that he or she requests the hearing in writing within one hundred eighty one (181) calendar days after receipt of notification of the denial of benefits or other adverse determination. The letter requesting a hearing should also indicate the reasons why the Claimant believes that the grounds for denial of benefits are inapplicable. The Claimant may request and examine documents pertinent to the denial and may submit written comments, documents, records and other information relating to the claim for benefits to the Trustees. The Claimant shall also be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the Claimant's claim for benefits.
- (c) Hearing Procedure. The Trustees shall conduct a hearing at the next regularly scheduled meeting of the Board of Trustees, unless the request for review is received by the Trust Office within thirty (30) days preceding the date of such meeting. In such case, the hearing will be conducted no later than the date of the second meeting following the Trust Office's receipt of the request for review. If special circumstances (such as the need to hold a hearing, if the Plan's procedures provide for a hearing) require a further extension of the time for processing, a benefit determination shall be rendered not later than the third meeting of the committee or board following the Plan's receipt of request for review. If such an extension of time for review is required because of special circumstances, the Trustees shall notify the claimant in writing of the extension, describing the special circumstances and the date as of which the benefit determination will be made, prior to the commencement of the extension. The Trustees will review all comments, documents, records and other information submitted by the Claimant related to the claim, regardless of whether such information was submitted or considered in the initial benefit determination. The Claimant shall be entitled to present his or her position and any evidence in support thereof at the hearing. The Claimant may be represented by an attorney or any other representative of his or her choosing at the Claimant's expense.
- (d) Decision After Appeal Hearing. No later than five (5) days after the benefit determination related to the hearing is made, the Trustees shall notify the claimant

of the determination on review by issuing a written decision, affirming, modifying or setting aside the former decision. Any notification of a denial of benefits shall include the following information:

- (i) The specific reason(s) for such denial;
 - (ii) Specific reference to the Plan provisions upon which the denial is based;
 - (iii) A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to the Claimant's claim for benefits; and
 - (iv) An explanation of the Claimant's right to bring an action in court.
- (e) Right to Court Review. Upon exhaustion of these procedures in this Article VI, the Claimant who is dissatisfied with an eligibility determination or benefit award, or who is otherwise adversely affected by any action of the Trustees, may then bring an action in court.

ARTICLE VII MISCELLANEOUS

7.1 Limitation of Rights. Neither the establishment of the Plan and the Trust, nor any modifications thereof, nor the creation of any fund or account, nor the payment of any benefits, shall be construed as giving any Beneficiary or other person any legal or equitable right of action, or any recourse against the Union, its officers, or its employees, the Benefit Trust or its employees, or the Trustees, except as provided in this Plan and the Trust Agreement.

7.2 Applicable Laws and Regulations. Reference in this Plan to any particular sections of any local, state or federal statute shall include any regulation pertinent to such sections and any subsequent amendments to such sections or regulations.

7.3 Confidentiality. It is agreed and understood that each Beneficiary who applies for benefits under this Plan is entitled to the same rights and consideration, including the right of confidentiality, and the Trustees shall not be required to nor shall they reveal to any other persons, including the

Miami Association of Fire Fighters, its officers, agents or employees, any matters revealed to them in confidence by such Beneficiary in the course of his or her application for benefits, except to the extent required by law.

7.4 Trustee Authority. The Trustees shall have the authority and discretion to determine eligibility for benefits, to interpret and apply the provisions of this Trust and Plan, or of the benefit plans, or of their own motions, resolutions and administrative rules and regulations, or of any contract, instruments, or writings they may have entered into or adopted. The Trustees' decision shall be binding and conclusive.

**ARTICLE VIII
AMENDMENTS AND TERMINATION**

8.1 In order that the Board of Trustees may carry out its obligation to maintain, within the limits of its resources, a program dedicated to providing the maximum possible benefits for all Beneficiaries, the Trustees expressly reserve the right, in their sole discretion, at any time and from time to time, but upon a non-discriminatory basis to amend or rescind any provision of this Plan or to terminate the Plan, which amendments may apply to current and/or future beneficiaries.

8.2 Amendments shall be made by action of the Board of Trustees, according to procedures in the Trust Agreement for Trustee action and with notice given to the Local 587 Executive Board ten (10) days prior to the action.

ADOPTED this _____ day of _____, 2018.

**BOARD OF TRUSTEES
MIAMI ASSOCIATION OF FIRE FIGHTERS HEALTH BENEFIT TRUST**

