



County of Wayne, Michigan

LONG-TERM DISABILITY INCOME BENEFIT PLAN

Amended and Restated Effective as of
December 1, 1996

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PART I
ESTABLISHMENT AND PURPOSE

- 1.1 Establishment.** Effective July 1, 1984, the County of Wayne, Michigan (the "County") established the County of Wayne, Michigan Disability Income Benefit Plan (hereinafter the "Plan"). The Plan was subsequently amended as of December 1, 1990, and is hereby amended and restarted in its entirety, effective as December 1, 1996.
- 1.2 Purpose.** The purpose of the Plan is to provide long-term disability income benefits to eligible Full-Time Employees of the County or any other Participating Unit.
- 1.3 Authority.** The County has authority and control over all terms and aspects of the Plan, including the design of benefits provided under Part VI and the establishment of a funding policy. The County also shall have the authority to amend or terminate the Plan.
- 1.4 Conformity with State of Michigan Statutes.** Any provision of the Plan, which is in conflict with the Statutes of the State of Michigan, is hereby amended to conform to the minimum requirements of such Statutes.

PART II
DEFINITIONS

The following words and phrases shall have the following meanings:

- 2.1 "Actively At Work"** means the Participant's attendance in person at his/her usual and customary place of employment with the County or a Participating Unit, acting in the regular performance of the duties of his/her occupation for wages or profit, or those who are on an approved leave of absence of less than 18 months.
- 2.2 "Annual Pay Rate"** means a Participant's regular annual rate of pay, exclusive of any overtime, shift differential, longevity pay, or any other payments. For a salaried employee, Annual Pay Rate shall be his/her annual salary, exclusive of any overtime or bonuses. For an employee paid on an hourly basis, his/her Annual Pay Rate shall be the accumulation of his/her hourly wages, up to a maximum of 40 hours per week.
- 2.3 "Benefits"** means the income provided under the Plan pursuant to the terms of Part VI.
- 2.4 "Benefit Days"** means the total days of a Participant's Disability less any and all Elimination Periods.
- 2.5 "County"** means the County of Wayne, Michigan, acting pursuant to the Charter and Statutes of the State of Michigan.
- 2.6 "Daily Rate"** means the daily amount of Benefits paid to a Participant, as specified in Section 6.4.

- 2.7 "Disability"** means that period of time during which a Participant is totally unable to perform in his/her usual or principal work and receives no earnings for performing other work or services. If the Disability continues for more than 24 months, it shall be defined thereafter as that period of time during which the Participant is totally unable to perform in any other gainful work or service for which he/she is reasonably fitted by education, training, or experience.
- 2.8 "Effective Date"** means December 1, 1996, the effective date of the current amendment and restatement of the Plan.
- 2.9 "Elimination Period"** means the consecutive number of days required under the Plan for a Participant to qualify for payment of Benefits, as set forth in Part II, Section 2.20.
- 2.10 "Full-Time Employee"** means an individual who is regularly scheduled to work at least 40 hours per week, unless otherwise specified by a collective bargaining agreement.
- 2.11 "Length of Service"** means the period of a Participant's continuous employment with the County or any other Participating Unit. Length of Service of a Participant who incurs a break or interruption in his/her employment shall not include his/her service prior to the break or interruption. However, any layoff, leave of absence without pay for reasons other than Disability, time off without pay on a continuous basis from any approved Disability absence shall not be considered as a break or interruption of employment for the purpose of determining Length of Service, but shall be deducted from the total length of service.

Once a Participant has received Benefits under the Plan for a specific Length of Service or portion thereof, the portion of such Length of Service for which Benefits have been paid shall not be included in determining the Participant's Length of Service for a future period of Disability.

A Participant's period of Disability may be included in his/her Length of Service in determining the duration of his/her Benefits for a future period of Disability, but only if the Participant does not incur a break or interruption of employment upon recovering from his/her initial period of Disability and he/she again becomes Actively At Work for at least one year.

- 2.12 "Military Service"** means service in the Army, Navy, Air Force, Marine Corps, Coast Guard, or any other recognized branch of service pertaining to the U.S military.
- 2.13 "Monthly Benefit"** means the monthly amount of a Participant's Benefit under the Plan, which shall not exceed the Monthly Maximum, as set forth in the Collective Bargaining Agreement.
- 2.14 "Monthly Maximum"** means the maximum amount of a Participant's Monthly Benefit allowable under the Plan, as set forth in the Collective Bargaining Agreement.
- 2.15 "Participant"** means a person who is covered under the Plan by virtue of his/her satisfaction of the eligibility requirements contained in Part V.
- 2.16 "Participating Unit"** means the County and any other entity that is designated by the County as entitled to adopt the Plan for the benefit of its eligible employees, and which does adopt the Plan with the approval of the County.

- 2.17** “**Plan**” means the County of Wayne, Michigan Long-Term Disability Income Benefit Plan, as set forth in this document, and as amended from time to time.
- 2.18** “**Plan Administrator**” means the person or entity that is appointed by the County to administer the Plan in accordance with Section 8.2 or, if no such person or entity is appointed, the County shall be the Plan Administrator. As of the Effective Date, the Plan Administrator is the Director of the County’s Benefits Administration Division.
- 2.19** “**Retirement**” means termination of employment with entitlement to immediate receipt of benefits under the Wayne County Retirement System or the Federal Social Security Act.
- 2.20** “**Schedule of Benefits**” means the schedule set forth in the collective bargaining agreement to the Plan that specifies the amount of benefits to be provided.
- 2.21** “**Service Provider**” means any insurance or other company selected by the Plan Administrator to which certain administrative duties related to the Plan may be delegated.

PART III
ADOPTION BY PARTICIPATING UNITS

- 3.1** **Adoption** The County by action of the director of its Benefits Administration Division or any other duly authorized officer or official of the County, may grant to any affiliated governmental entity the power to adopt the Plan for the benefit of its employees by an authorizing vote of its governing body. Any such affiliated entity that adopts the Plan shall be considered a Participating Unit hereunder.
- 3.2** **Subject to Plan** Each Participating Unit shall be subject to the terms and conditions of the Plan as administered by the Plan Administrator.
- 3.3** **Termination of Participation** A Participating Unit may at any time terminate its participation in the Plan by notifying the Plan Administrator in writing of its intent to do so. No Benefits claimed under the Plan prior to the effective date of such termination shall be forfeited.

PART IV
CONTRIBUTIONS AND FUNDING

- 4.1** **County Contributions** The contributions required to fund and /or provide payment of Benefits under the Plan shall be made by the County.
- 4.2** **Participant Contributions** Participant contributions shall not be made, unless the County provides notice to Participants, any Participating Units, and all affected collective bargaining units that such Participant contributions will be required. Subject to the terms of any applicable collective bargaining agreement, the Plan Administrator shall establish the effective date and the amounts of any such Participant contributions.
- 4.3** **Funding Policy** The County or the Plan Administrator acting on behalf of the County may establish a funding policy with respect to contributions made to a fund established on behalf of the Plan. In establishing a funding policy, the County or the Plan Administrator shall consider:

- (a) the amounts needed to finance the Benefits not provided through insurance
- (b) the possible establishment of reserves to fund Benefits on a sound basis; and
- (c) recommendations of an actuary with respect to appropriate funding levels relating to the Benefits provided hereunder

4.4 Exclusive Use Rule At no time shall any assets of the Plan, other than such assets as may be required to pay expenses of the administration of the Plan, be diverted to purposes other than for the exclusive benefit of Plan Participants.

PART V
ELIGIBILITY AND PARTICIPATION

5.1 Eligibility Each Actively At Work Full-Time Employee of the County or any other Participating Unit, whose participation in the Plan is not precluded by a collective bargaining agreement, shall be eligible to participate in the Plan. In addition, an employee of the County or any other Participating Unit who is not a Full-Time employee may become eligible to participate in the Plan if he/she satisfies one or more of the following requirements:

- (a) He/she is among a group of employees whose participation in the Plan is provided for, pursuant to a collective bargaining agreement entered into by the County or another Participating Unit or
- (b) He/she is entitled to participate in the Plan pursuant to any other contract, plan or arrangement to which the County or another Participating Unit is a party or pursuant to a directive from the Director of Personnel of Human Resources.

5.2 Commencement of Participation An individual shall commence participation in the Plan on the date he/she satisfies the eligibility requirements under Section 5.1 provided he/she is Actively At Work and, if required by the Plan Administrator, provides evidence of good health to the Plan Administrator.

5.3 Termination of Participation An employee will cease his/her participation in the Plan as of the earliest to occur of the following:

- (a) The date the Participant ceases to satisfy the eligibility requirements of Section 5.1, whether by virtue of his/her termination of Full-Time employment or otherwise;
- (b) The date the Participant enters into Military Service.
- (c) The date of the termination of the Plan
- (d) The date of the Participant's death
- (e) The date of the Participant's Retirement
- (f) The date the Participant fails to make any required contribution under Section 4.2

- (g) The date of the Participant's incarceration; and
- (h) The Participant's failure to comply with the claims requirements of the Plan, as set forth in Part VII

Termination of participation under this Section 5.3 during a period for which Disability Benefits are being paid shall not result in the termination of such Benefit payments, unless the event causing termination of participation is also an event resulting in termination of Benefits under Section 6.3.

- 5.4 Reemployment** If an individual whose participation in the Plan has been terminated again becomes an employee of the County or a Participating Unit who is eligible under Section 5.1, he/she shall recommence participation in the Plan on the first day that he/she is again Actively At Work.
- 5.5 Changes in Coverage** Any increase in the level of coverage under the Plan for a Participant by virtue of a change in classification, a new collective bargaining agreement, a salary adjustment, a compaction of class functions, or a court order shall become effective on the date of such change, provided the Participant is Actively At Work at that time. If he/she is not Actively At Work as of the effective date of such increase, such change shall become effective on the 30th day after he/she again becomes Actively At Work. Any decrease in the amount of a Participant's coverage as a result of any of the above-mentioned events will become effective on the date of the change.

PART VI **PLAN BENEFITS**

- 6.1 Commencement of Benefits** Benefits under the Plan will commence to a Participant after all of the following have occurred:
 - (a) The Participant provides written notice of his/her Disability and his/her claim for Disability Benefits, including proof of loss, to the Plan Administrator in the form and manner prescribed in Part VII.
 - (b) The Plan Administrator approves the payment of Disability Benefits to the Participant and
 - (c) The Participant satisfies the applicable Elimination Period described in Section 6.2 and the Collective Bargaining Agreement.
- 6.2 Elimination Period** The Elimination Period is the specified number of days (which shall be no less than 30) during which a Participant's Disability must continue before which his/her Benefits under the Plan may commence, as set forth in the Collective Bargaining Agreement. A Participant who recovers from a Disability and then incurs a future Disability due to the same cause within three months of again becoming Actively At Work need not satisfy a new Elimination Period to recommence receiving Benefits under the Plan. If such Participant incurs a future Disability due to the same cause after this three-month period has elapsed or due to an unrelated cause, he/she must satisfy a new Elimination Period before receiving Benefits under the Plan. In the event a participant is receiving benefits for a disability and incurs another illness or injury during the original disability but not related to the original disability, the participant must satisfy a new eligibility period at the time he/she recovers from the original injury.

6.3 **Duration of Benefits** Benefits to a Participant under the Plan will commence as provided in Sections 6.1 and 6.2 and continue until the earliest to occur of the following events:

- (a) The Participant’s maximum payment period ends (i.e. his/her Disability lasts for a period equal to his/her Length of Service)
- (b) The Participant no longer meets the definition of Disability in accordance with section 2.7 of the Plan.
- (c) The Participant recovers from his/her Disability
- (d) The Participant dies
- (e) The Participant reaches Retirement
- (f) The Participant ceases to be under the continuous care or attendance of a physician for any approved Disability
- (g) The Participant fails to seek actively eligible no-fault automobile wage loss benefits
- (h) The Participant fails to supply requested information (including, but not limited to proof of loss) to the Plan Administrator, in accordance with Part VII or otherwise, within the prescribed time period.
- (i) The Participant fails to comply with the County’s or the Plan Administrator’s request for medical examinations
- (j) The Participant refuses to cooperate in reasonable treatment or rehabilitation efforts and
- (k) The Participant becomes incarcerated

Notwithstanding the foregoing, Benefits under the Plan paid to a Participant whose Disability results from a mental or nervous disorder shall continue until the earlier of the earliest to occur of the events listed in (a) through (k) above or the expiration of 12 months from the date such Benefits commenced.

Also notwithstanding the foregoing, Benefits under the Plan to a Participant who is at least age 60 as of the date of onset of his/ her Disability shall continue until the earlier of the earliest to occur of the events listed in (a) through (k) above or the maximum period specified below:

| Age At Disability | Maximum Duration of Benefits |
|--------------------------|-------------------------------------|
| 60 | 5 years |
| 61 | 4 years |
| 62 | 3 ½ years |
| 63 | 3 years |
| 64 | 2 ½ years |
| 65 | 2 years |

| | |
|-------------|-----------|
| 66 | 1 ¾ years |
| 67 | 1 ½ years |
| 68 | 1 ¼ years |
| 69 | 1 year |
| 70 | 1 year |
| 71 and over | 6 months |

6.4 Amount of Benefits The amount of Benefits provided to Participants shall be as set forth in the Part II, Section 2.20. The Plan Administrator shall determine the Benefits to conform to changes in collective bargaining agreements or other documents governing the terms of Participants' Benefits. Benefits are calculated by determining the Participant's Annual Pay Rate, the percent of his/her Annual Pay Rate to be used in the calculation, and his/her Monthly Maximum. The Participant's Monthly Benefit is either the specified percentage of his/her Annual Pay Rate divided by 12 of the Monthly Maximum, whichever is less. The Monthly Benefit is then multiplied by 12 and divided by 365 to arrive at a Daily Rate. The Daily Rate is paid for each Benefit Day. A Participant shall not be entitled to concurrent Benefits for more than one Disability.

6.5 Payment of Benefits Payment of Benefits shall commence as soon as practicable after the end of the applicable Elimination Period, but not before the Plan Administrator has

- (a) Received notice of a claim
- (b) Approved the claim and
- (c) Determined that the applicable Elimination Period has been met

The Plan Administrator will issue the Participant his/her payment on a bi-weekly basis Benefit during the continuance of the period for which Benefits remain payable. Benefits for fractional months will be equal to the Daily Rate multiplied by the number of Benefit Days in the month.

6.6 Restoration of Eligibility for Benefit Payments

- (a) If a Participant has received his/her maximum benefits under the Plan because he/she has been under a Disability for the same or unrelated cause for a time equal to his/her Length of Service, he/she will not be eligible to receive additional Benefits for a subsequent Disability, unless he/she resumes employment as an eligible Participant under Sections 5.1 and is Actively At Work for at least one consecutive year.
- (b) If a Participant has received Benefits under the Plan by virtue of his/her Disability for a time less than his/her Length of Service, he/she will be eligible to receive additional Benefits for a subsequent Disability with respect to the period of his/her total Length of Service less the amount of time for which the Participant has received Benefits. This total Length of Service will include the period of his/her previous Disability, but only if the Participant resumes employment as an eligible Participant under Section 5.1 and is Actively At Work for at least one consecutive year.

6.7 Exclusions Monthly Benefits shall not be paid to a Participant for any Disability:

- (a) Resulting from attempted suicide or non-accidental self-inflicted injuries, whether the Participant is sane or insane

- (b) Resulting from an act of aggression or participation in a criminal enterprise by the Participant. This includes Disability resulting while engaged in or in consequence of a violation of law or commission of a crime (regardless of whether actually convicted)
- (c) Resulting from an act of war, declared or undeclared, or from an injury incurred or sustained while the Participant served in the Military Service or
- (d) Resulting from a cause for which the Participant has consulted with a physician, received medical treatment, or taken prescribed drugs or medicines during the three-month period immediately prior to becoming a Participant under the Plan, provided that the foregoing exclusion shall not apply if after the Participant commences or recommences to be Actively At Work.
 - (i) a period of at least three consecutive months elapses on or after the effective date of Plan participation, during which time the Participant incurs no expenses, receives no medical treatment or services, and takes no prescribed drugs or medicines in connection with such Disability or
 - (ii) a period of at least six consecutive months elapses during which time the Participant is continuously a Participant in the Plan.

6.8 Coordination of Benefits Benefits shall be coordinated under the Plan in accordance with the following:

- (a) Benefits will be reduced by the amounts paid or payable from any of the following:
 - (i) Any federal, state, or other governmental income plan
 - (ii) Any short-term or other long-term disability income benefits or wage loss plan
 - (iii) Earnings for performing any other work or service
 - (iv) Benefits pursuant to any State of Michigan or other state's automotive benefits program
 - (v) Monies, denominated as economic or non-economic, received from any third party action claiming damages based on the Disability.
- (b) Workers' Compensation benefits may either preclude or reduce the payment of Benefits under the Plan, as provided in Part II, Section 2.20 or as defined in a Collective Bargaining Agreement.
- (c) The Plan Administrator shall have the right to reimbursement from any Participant for past Benefits paid under the Plan for which an offset under subsection (a) or (b) applies. The Participant is required to advise the Plan Administrator of any monies paid or payable under subsection (a) or (b) and to complete any information and/or release forms provided under the Plan. Further, the Participant shall cooperate fully with the Plan Administrator in its efforts to seek recovery.

(d) The coordination of benefits under this Section shall not be construed as any Participant's entitlement to the concurrent receipt of both monies described in subsection (a) or (b) and Benefits under the Plan.

6.9 Overpayment The Plan Administrator shall have the right to recover any overpayment of Benefits, including, but not limited to, monies that should have been coordinated under Section 6.8. Recovery may come from any source (to the extent legally permissible), including, but not limited to Benefits under the Plan, regular wages, salary and retirement benefits. The Plan Administrator may authorize any and all legal action necessary to recover any such overpayment.

6.10 Declination of Benefits A Participant will be considered eligible to receive Benefits under the Plan until he/she submits written notice of declination of coverage under the Plan to the Plan Administrator.

PART VII **CLAIM ADMINISTRATION**

7.1 Notice of Claim Written notice of a claimed Disability must be given to the Plan Administrator within 14 days after the date of commencement of such Disability or as soon thereafter as is reasonably possible. Notice given by or on behalf of the Participant to the Plan Administrator with sufficient information to identify the Participant shall be deemed to be notice. Failure to provide such written notice in a timely manner may in the Plan Administrator's discretion, result in the loss or reduction of Benefits under the Plan.

7.2 Claim Forms The Plan Administrator as soon as practicable following receipt of such notice, will furnish the Participant such forms as are usually furnished for filing proofs of loss, samples of which are attached to this Plan as Appendix A. The Plan Administrator's receipt of properly executed claim forms does not constitute an agreement to pay Benefits to the Participant.

7.3 Proof of Loss Proof of loss must be furnished to the Plan Administrator within 90 days after the onset of the claimed Disability. Failure to furnish proof of loss within the time required shall not invalidate or reduce any claim if it was not reasonably possible to give such proof of loss within 90 days. Proof of loss shall be furnished as soon as reasonably possible and in no event, except in the event of legal incapacity of the Participant, later than one year from the time the proof is otherwise required.

Proof of loss shall include the following:

- (a) A completed "Statement of Claim for Long-Term Disability Benefits", a copy of which is attached to the Plan as Appendix A
- (b) A completed "Physician's Statement of Disability", a copy of which is attached to the Plan as Appendix A
- (c) A completed "Social Security Release of Information", a copy of which is attached to the Plan as Appendix B and
- (d) Any other completed forms required by the Plan Administrator.

The Plan Administrator's receipt of the completed forms described above does not constitute an agreement to pay Benefits.

7.4 Claims Processing The Plan Administrator or his/her designees shall have the following rights in connection with its review and processing of claims:

- (a) To investigate generally a Participant's claimed disability
- (b) To require that Participants be examined by physicians chosen by the Plan Administrator and
- (c) To require that a Participant sign authorization forms to release records and other information which the Plan Administrator in its discretion believes is necessary to make a determination as to the condition of the Participant.

7.5 Claim Denials and Appeals Unless specified in a CBA any Participant claiming Benefits under the Plan who is denied Benefits, he/she shall have a right to appeal such denial to the Plan Administrator. The notice of such denial shall be furnished to the Participant within a reasonable period of time not to exceed 10 days after the denial. The notice shall include the specific reason for the denial and reference to pertinent Plan provisions on which denial is based. The appeal of a denied claim must be filed within 60 days of the denial. The Plan Administrator shall review the appeal request within a reasonable time after the request for appeal. Such time period shall not exceed 60 days. The Plan Administrator shall notify the Participant of its decision, the decision of the Plan Administrator is final.

PART VIII **ADMINISTRATION OF THE PLAN**

8.1 County's Authority Subject to Section 8.2 the County shall have exclusive control over all terms and aspects of the administration of the Plan.

8.2 Plan Administration The control over the administration of the Plan shall be vested in the Plan Administrator, which shall be the County or another individual or entity duly appointed by the County to serve in this capacity. As of the Effective Date, the Director of the Benefits Administration Division of the County is designated as the Plan Administrator, and he/she will serve in that capacity until he/she submits notice of his/her resignation to the County or until he/she is removed and replaced by action of the County's governing board.

8.3 Powers and Duties of the Plan Administrator The Plan Administrator shall have such duties and powers as may be necessary to discharge its duties under the Plan, including, but not limited to, the following:

- (a) to construe and interpret the Plan in its complete discretion, to decide all questions of eligibility, and to determine the amount, manner and time of payment of Benefits under the Plan
- (b) to prescribe rules, policies and procedures to be followed by Participants when filing claims for Benefits or otherwise
- (c) to appoint and/or employ individuals or entities to assist in the administration of the Plan, including any Service Provider

(d) to investigate and process claims for Benefits and appeals of denied claims after receipt of the required information from Participants or their authorized representatives and to determine the amount and duration of Benefits that are payable in accordance with the terms of the Plan and

(e) to issue checks in payment of valid claims

8.4 Plan Available Upon Request A copy of this Plan may be obtained by any Participant by contacting the Benefits Administration Division, presently located at 600 Randolph, Detroit, Michigan 48226.

PART IX **AMENDMENT AND TERMINATION**

9.1 Amendment of Plan The County shall have the right to amend the Plan, by action of the director of its Benefits Administration Division. Participants, Participating Units, and affected collective bargaining units shall receive notice of each material amendment prior to its effective date.

9.2 Termination of Plan The County may terminate the Plan at any time, by action of its governing body. Participants, Participating Units and affected collective bargaining units shall receive notice of termination of the Plan prior to the effective date of termination.

9.3 Limitation on Amendment or Termination of Plan No action to amend or terminate the Plan shall:

- (a) cause the County to use monies resulting from employee contributions for purposes other than the payment of Plan Benefits or
- (b) cause any amounts retained in any fund created to provide Plan Benefits to be applied by the County for purposes other than to provide such Benefits to Plan Participants.