



Professional Educational Plan

**New York City Health and Hospitals Employers
and
Westchester Medical Center**

July 2023 Summary Plan Description/Plan Document



**Professional Educational Plan of the
Committee of Interns and Residents Educational Expense
Reimbursement Trust**

For

**Employees of New York City Health and Hospitals
Employers and Westchester Medical Center**

**Committee of Interns and Residents Professional Educational Plan
10-27 46th Avenue, Suite 300-2
Long Island City, New York 11101
(212) 356-8180**

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PROFESSIONAL EDUCATION PLAN IMPORTANT NOTICES

This document describes your benefits. Do not rely on statements made by any individual(s). The only authorized information concerning your benefits must be in writing from the Board of Trustees, who are acting within their official capacity. The Board of Trustees has not empowered anyone else to speak for them in regards to the Professional Educational Plan (PEP). No employer representative or supervisor is in a position to discuss your rights under the PEP with authority. If you have any questions about any aspect of your participation in the PEP, you should for your own permanent record, write to the Benefits Office or the Board of Trustees. You will then receive a written response, which will provide you with a permanent reference.

The Trustees reserve the right, in their sole discretion, to change or discontinue the types and amounts of benefits under PEP and to interpret, construe, and apply the terms of PEP or the eligibility rules, including those rules providing extended or accumulated eligibility, even if the eligibility has already been accumulated. Written amendments are periodically made to PEP and distributed to Participants. Please retain any amendments to this document for easy reference.

GENERAL PLAN INFORMATION

This booklet describes the Professional Educational Plan of the Committee of Interns and Residents Educational Expense Reimbursement Trust, which was inaugurated July 1, 1999, a benefit plan for employees (House Staff Officers or residents) represented by CIR/SEIU. The benefits, which are self-insured, are described in detail below.

**COMMITTEE OF INTERNS AND RESIDENTS
EDUCATIONAL EXPENSE REIMBURSEMENT TRUST**

July 2023

Dear Employees,

We are pleased to present you with this revised and updated Summary Plan Description (SPD) for the Professional Educational Plan (PEP), which also serves as the Plan Document for the Committee of Interns and Residents Educational Expense Reimbursement Trust. This booklet describes the benefits available to you through PEP.

PEP is a benefit trust fund, financed by contributions fixed by Collective Bargaining agreements or other written agreements, and administered by a Board of Trustees designated by the Committee of Interns and Residents (CIR) pursuant to the Agreement and Declaration of Trust of the Committee of Interns and Residents Educational Expense Reimbursement Trust (Trust Agreement), which may be amended from time to time. The Trust Agreement gives the Board of Trustees authority and discretion to determine benefits, and the Trustees have accordingly adopted the plans of benefits described in this SPD for employees (House Staff Officers or residents), employed by New York City Health and Hospitals or Westchester Medical Center. Under the Trust Agreement and this SPD, the Trustees may, at their discretion, revise, discontinue, improve, reduce, modify or make changes in the plans, the types and amounts of benefits provided, the coverage and eligibility provisions, conditions and rules, at any time. Any question of interpretation, construction, application, or enforcement of the terms of the plans and this SPD, and all determinations on the benefit claims and appeals, are subject to the discretion of the Board of Trustees, whose determinations are final and binding.

PEP receives its funds pursuant to the terms of the Collective Bargaining Agreements negotiated by CIR on your behalf. The collective bargaining agreements requires your participating employer to make contributions to PEP at a fixed rate per employee.

The SPD describes the PEP benefits to which you are entitled, eligibility guidelines, rules and regulations and the procedures to follow to obtain benefits and information. We urge you to read this document carefully, as there have been changes and improvements in your benefits, and keep it handy for future reference.

The Trustees believe that your benefits plans will be a valuable asset to you. If you have any questions regarding this material, please call, email or write the Benefits Office.

Sincerely,

The Board of Trustees

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ELIGIBILITY AND ENROLLMENT

The Professional Educational Plan (PEP) benefit allows for reimbursement of qualifying educational expenses for employees only. Your dependents, including spouse or registered domestic partner and dependent children, are not eligible.

Eligibility for PEP

This SPD covers employees of New York City Health + Hospitals and Westchester Medical Center. If you are an employee of New York City Health + Hospitals or Westchester Medical Center, then you are eligible to participate in the PEP from the date of your hire when you go on your participating employer's payroll. To become eligible for benefits an employee must work a minimum of 20 hours per week and contributions must be received on the employee's behalf.

In order to receive the PEP benefit, you must be employed at PEP-participating hospital and on payroll when you purchase the medical expense you are requesting for reimbursement. You must also have an Enrollment Form on file.

Initial Eligibility

You become eligible for benefits based on the day you go on your participating employer's payroll. This eligibility will run through the end of the Plan Year, which is June 30th of each year.

Plan Year

The PEP Plan Year is from July 1st to June 30th of the following year.

Off-Cycle Hires

Please note, employees who are hired outside the start of the Plan Year (usually July 1) will be eligible for benefits as of the date they go on their participating employer's payroll, but their initial Benefit Cycle will run from their date of hire through June 30th of the following year (or until the date of termination, whichever is earlier). **If you are hired prior to the month of July, your first Benefit Cycle will be longer than twelve (12) months; however, you are not entitled to any additional benefits beyond what is offered during the subsequent twelve (12) month Plan Year.** Your second Benefit Cycle will begin the following July 1 and last until the following June 30th, and will correspond with the Plan Year.

For Example:

- If you are hired on June 25, 2023, your Benefit Cycle will be June 25, 2023 through June 30, 2024. The maximum PEP benefits that you are eligible for during this initial Benefit Cycle will be the maximum benefits that are available for the Plan Year that begins on July 1, 2023 and ends on June 30, 2024.
- The following year, your Benefit Cycle will be July 1, 2024 through June 30, 2025, and will correspond with the Plan Year.

All other eligibility and termination rules will remain the same.

Rotation Away From a PEP-Participating Employer

If, during a rotation away from your hospital, you switch from your current hospital's payroll to the payroll of a hospital that is not a participating employer of PEP, you should be aware that your PEP benefits cease for such period and you **cannot** submit a claim for any costs incurred during that period.

Your PEP benefits coverage resumes on the day you return to a PEP-participating employer's payroll.

Dependent Eligibility

Dependents, including spouse or registered domestic partner and dependent child(ren), are not eligible for PEP benefits.

How to Enroll Yourself

You must complete an **Enrollment Form** in order to be eligible for benefits and submit it before the end of the month in which you were hired. The Enrollment Form must be submitted to the Benefits Office. Enrollment Forms are provided during orientation and can be found on the CIR website at <https://www.cirseiu.org/benefits> or the Member Portal at <https://cirmprod.novus-360.com/cirmpprod>.

If you do not complete and return an Enrollment Form, you will not be eligible for benefits and claims will be denied under the PEP.

Late Enrollment

If your enrollment is received after thirty-one (31) days from the date of your hire, you will be enrolled during PEP's next open enrollment period. See the Open Enrollment section for more information.

Open Enrollment

PEP has two open enrollment periods each year:

- 1. June 1st through July 31st, with an effective date of July 1st; and**
- 2. December 1st through January 31st, with an effective date of January 1st.**

If you do not enroll when you are first eligible for coverage within thirty-one (31) days of your hire date, you may enroll during either of the open enrollment periods December 1st through December 31st (to be effective January 1st) or June 1st through July 31st (to be effective July 1st of each year).

- If you initially enrolled and later wish to dis-enroll, you will be required to complete an electronic Disenrollment Form. If, at a later date, you want the coverage you declined, you may enroll during the open enrollment periods of December 1st through December 31st and June 1st through July 31st of each year.
- Note that no additional compensation is paid to you if you waive/decline benefit coverage.

It is your responsibility to ensure that the Benefits Office has up to date information for you. You must notify the Benefits Office and your Participating Employer within thirty-one (31) days in writing when any of the following occurs:

- You change your name.
- You change your address.

All changes in status require copies of the appropriate documents to be attached to the Update Form before electronically submitting to the Benefits Office.

TERMINATION AND EXTENSION OF COVERAGE

When Coverage Ends

Your coverage ends on the last day of the month in which:

- your employment ends; or
- you are no longer eligible to participate in the PEP, including, but not limited to, if you switch from your current hospital's payroll to the payroll of a hospital that is not a participating employer of PEP; or you enter active military service lasting more than thirty-one (31) days.

PEP does not provide benefits for any expenses incurred after coverage ends.

If coverage is terminated, you may be required to repay to the PEP amounts incorrectly paid by PEP. The Board of Trustees may commence legal action against you for restitution and hold you liable for all costs of collection, including interest and attorneys' fees. The Board of Trustees may also offset future claim payments to recover amounts owed.

Rescission of Coverage

No benefits are payable on a claim if the person who files the claim or for whom the benefit is claimed, or if the provider of the service that is subject of the claim, attempts to perpetrate a fraud upon or misrepresent a fact to PEP with respect to that claim.

Your coverage may be terminated retroactively (rescinded) in cases of fraud or intentional misrepresentation. In such cases, you will be provided with thirty (30) day advance notice that coverage will be rescinded.

If coverage is terminated, you may be required to repay to the PEP amounts incorrectly paid by PEP. The Board of Trustees may commence legal action against you for restitution and hold you liable for all costs of collection, including interest and attorneys' fees. The Board of Trustees may also offset future claim payments to recover amounts owed.

HOW BENEFITS ARE PAID

The maximum reimbursable amount is \$750 per employee per Plan Year (July 1 through June 30). If you are on payroll for the entire, or any part of the Plan Year, you can be reimbursed up to \$750 for eligible items purchased any time during that Plan Year **provided the item was purchased while you were on payroll.**

You must submit your claim and receipts no later than one year after you have purchased the items.

Types of Reimbursements

Below are the most common items eligible for reimbursement up to the maximum amount reimbursable by PEP. **All items must be work-related and medical in nature.**

You may receive reimbursement for *only one of any identical items in the list below per Plan Year.*

1. Audio
2. Board Exam Fees
3. Books and eBooks
 - a. You may receive reimbursement for more than one book only if each book has a different title.
4. Dues & Journals for Medical Specialty Societies
5. Equipment (just to name a few)
 - a. Blood Pressure Monitor
 - b. COVID-19 equipment
 - c. Pen Light
 - d. Pulse Oximeter
 - e. Scrubs
 - f. Stethoscope
 - g. Surgical Loupes
 - h. Surgical Shoes (clogs)
 - i. Dictation Recorder
6. License Application and Examination Fees

Federal law limits the amount of the PEP reimbursement that can be used tax-free towards your **initial licensing** to under \$600. A reimbursement for initial license fees that cost \$600 or more will be consider taxable income. You will receive an IRS Form 1099 to be included with your IRS Form W-2 when you file your tax return.

7. Software or electronic medical apps

8. Mobile Electronic Medical Devices (MEMD)

- Only one MEMD is reimbursable per employee per Plan Year.
- The maximum reimbursement for one MEMD per Plan Year is limited to 75% of the total device cost. You may only be reimbursed up to \$750 regardless of the total cost of the device.
- Eligible devices include:
 - Laptop computers
 - Smartphones
 - Tablets (e.g., iPads)
- Example 1:
 - If you purchase a MEMD in one Plan Year for \$800 total, you will only be reimbursed for 75% of \$800.
 - This means you will receive a reimbursement of \$600 for one MEMD for the Plan Year.
- Example 2:
 - You purchase a MEMD in one Plan Year for \$2,000.
 - You will be reimbursed \$750, as 75% of \$2,000 (\$1,500) exceeds \$750. You will receive the maximum reimbursement of \$750 for the Plan Year.
 - You cannot receive more than the maximum allowed for the Plan Year.
- Example 3:
 - If you purchase a MEMD in one Plan Year for \$700 total, you will only be reimbursed for 75% of \$700, or \$525.
 - This means you will receive a reimbursement of \$525 for one MEMD for the Plan Year.

Your reimbursement will be either 75% of the total device cost or up to \$750, whichever amount is lower.

- **MEMD costs will not be reimbursed if purchased in the last six (6) months of your residency**

Items that can be used generally--that is for both personal/non-work purposes AND work/training purposes--are not eligible for reimbursement. Examples include:

- 1. Accessories**
- 2. Calling Plans**
- 3. Cameras**
- 4. Desktop Computers**
- 5. Data Service Plans**
- 6. eBook Readers**
- 7. Insurance**
- 8. Software (e.g., Excel, Word, PowerPoint)**
- 9. Upgrade fees**
- 10. Apple Watch**

CARRYING OVER PEP BENEFIT TO THE NEXT PLAN YEAR(S)

If you do not use your entire eligible reimbursable amount in one or more Plan Years, and you continue in in the residency/fellow program of a participating employer and stay on the participating employer's payroll in the same one or more Plan Years, then the unused reimbursable amount will be carried over to the next Plan Year(s). PEP will keep track of the unused amount and will automatically add that unused amount to the amount that you are eligible for in the next Plan Year.

Examples of the PEP Benefit

Example 1:

The employee purchases a MEMD during the Plan year while on rotation at a non-participating hospital. The cost of the MEMD is \$200. How much will the employee be reimbursed?

The employee will be reimbursed \$0 because the purchase was made while on rotation at another hospital.

As a reminder, during a rotation away from a participating employer to a hospital that does not participate in PEP, your PEP benefits cease until you return to a PEP participating employer's payroll.

Example 2:

The employee was a PGY 1 when they purchased a MEMD for \$500 while on a participating employer's payroll. The employee was reimbursed \$375 by PEP for the MEMD (75% of \$500). The employee does not receive any more PEP reimbursements that Plan Year.

The employee is now PGY 2 and carries over the balance from their PGY 1. The balance carried over is \$375, since the employee was reimbursed \$375 during PGY 1 and had a balance of \$375. The employee may now use up to \$1,125 during PGY 2 for reimbursements (\$375 + \$750).

The employee purchases another MEMD during PGY 2 for \$850. They are reimbursed \$637.50 because they may only receive 75% of the MEMD cost. The remaining balance of the employee's PEP benefit is \$487.50 for the rest of their PGY 2 year (\$1,125 minus \$637.50).

Example 3:

The employee purchases a MEMD for \$2,000 during the last month of their residency in PGY 3.

The employee's claim is denied because an employee cannot be reimbursed for a Mobile Electronic Medical Device within the last six (6) months of residency/graduation.

Example 4:

- PGY 1 was on payroll for the entire Plan Year, from July 1 through June 30.
- In April, employee submitted \$150 in receipts for medical books purchased in April.
- These purchases were reimbursed in full.

Remaining Balance

- At the end of the plan year June 30, the employee had \$600 remaining from the Plan Year (\$750 - \$150).

Next Plan Year – PGY 2

- On participating employer's payroll for the entire Plan Year.
- \$600 remaining from PGY 1 year can then be used for purchases made within the employee's PGY 2 year.

How To Submit A Claim

1. A detailed receipt must be submitted with the claim for reimbursement, including but not limited to the date, item purchased, and amount paid. The Plan reserves the right to request original receipts.
2. Complete the PEP Claim Form. You can find the reimbursement claim form on the CIR website, www.cirseiu.org, or on the Member Portal at <https://cirmp.novus-360.com/cirmpprod>.
3. Provide all the information requested, including a scanned copy of your original receipt(s).
4. Once you complete the form with your attachment(s), the form will be sent securely and electronically to the Fund Office.
5. You will receive an email confirmation that you submitted a claim for reimbursement.

One Year Submission Deadline

- You must submit your claim and receipt(s) within one year from the date of purchase or service.

Reminder: To be eligible for reimbursement by PEP, you must purchase the eligible item(s) while you are on your participating employer's payroll.

ROSETTA STONE LANGUAGE BENEFIT

PEP supports the efforts of employees who want to improve their communication skills in order to deliver outstanding patient care. The Rosetta Stone Language Benefit (Language Benefit) is provided as an additional benefit from PEP. **The Rosetta Stone Language Benefit does not count against your maximum PEP Plan Year benefit.**

The PEP Language Benefit Program covers the cost of programs offered by Rosetta Stone to help employees improve language skills that are utilized in performing their present medical duties. The PEP Language Benefit Program directly supports the learning of skills required for current job assignments, duties or responsibilities.

The following describes key elements of the program:

- The choice of language must relate to your current work assignment.
- **Employees will not be reimbursed for any items purchased on their own from Rosetta Stone.**
- Employees may qualify for only one language course or program at a time but can switch enrollment on the Rosetta Stone platform.
- This benefit supplements other financial assistance for language programs for which employees may be eligible through their participating employer. Employees should explore alternate sources of financial assistance and must report receipt of financial assistance for language programs.
- Participants may also purchase a language course or program from a **non-Rosetta Stone vendor** and seek reimbursement from PEP. PEP retains the right to approve or reject such claims. The choice of language must relate to your current work assignment. Your allowance for a non-Rosetta Stone course or program will be limited to \$125 per year, which will count toward your annual PEP benefit allowance. For example, if your benefit is \$750 and you are reimbursed \$125 for a non-Rosetta Stone product, your remaining PEP balance for that year will be \$625.

How to Apply For Rosetta Stone Language Program

- To apply for the Rosetta Stone benefit, visit, www.cirseiu.org. Click on “Benefits” at the top, select your Employer from the dropdown menu, then click on “Education” in the menu bar. Rosetta Stone will e-mail you your Username and Password.
- Note: PEP has a limited number of Rosetta Stone user licenses and the number of interested employees may exceed the number of available licenses. If there are no available user licenses at the time you apply, you will have the opportunity to join the wait list for a license. You will be notified by Rosetta Stone when a license becomes available.

How Long Can I Use the Language Program?

- Your Rosetta Stone account will remain active as long as you remain active on payroll and will terminate upon the completion of your residency or fellowship. However, there are a limited number of user licenses and the number of interested employees may exceed the number of available licenses. Rosetta Stone periodically monitors your utilization and will send you

reminders to use the program. If you fail to use your account for a period of time, you will receive a “yellow” and then “red” reminder. If you fail to use your account and there is a waiting list of employees, your account may be deactivated by Rosetta Stone. You will receive a “deactivation notice” if that happens. If your account is deactivated, you will then have the opportunity to join the wait list.

Rosetta Stone offers a large number of languages				
Arabic	Filipino (Tagalog)	Hindi	Korean	Russian
Chinese (Mandarin)	French	Irish	Latin*	Spanish (Latin America)
Dutch	German		Persian (Farsi)	Spanish (Spain)
English (American)	Greek	Italian	Polish	Swedish
English (British)	Hebrew	Japanese	Portuguese (Brazil)	Turkish
				Vietnamese

*Available on web only, not on mobile application.

CLAIMS REVIEW AND APPEAL PROCEDURE

If your claim is denied in whole or in part, PEP will notify you in writing with reference to the plan provisions on which the denial was based within ninety (90) days of the date you submitted your claim. When applicable, you will be told what additional information is required from you and why it is needed. You will then be entitled, upon written request, to a review of that claim decision or adverse benefit determination. This section describes the procedures followed by PEP in determining requests for review of disputed claims.

For purposes of this Claims Review and Appeal Procedure, “adverse benefit determination” means a denial, reduction, or termination of, or a failure to provide or make payment in whole or in part for a benefit, including a determination of an individual’s eligibility to participate in PEP or a determination that a benefit is not a covered benefit.

A. Request for Review of Disputed Claims

*If your claim is denied in whole or in part, or if you disagree with the decision made on a claim, you may ask for a request for review of the disposition of your claim or adverse benefit determination regarding your claim. **Your request for review must be made in writing to the Board of Trustees of PEP, within sixty (60) days after receiving written notice of PEP’s adverse benefit determination.***

Send your appeal to the Professional Educational Plan at 10-27 46th Avenue, Suite 300-2, Long Island City, New York 11101, or email your appeal to benefits@cirbenefitfunds.org.

You will be notified in writing of the decision of the Board of Trustees within sixty (60) days of the date your request for review is received, unless there are special circumstances, in which case you will be so notified of the decision within 120 days. The decision will include the specific reason(s) for the decision and specific reference(s) to PEP provisions on which the decision is based.

B. Discretionary Authority of the Trustees and their Designees

The Professional Educational Plan of the Educational Expense Reimbursement Trust is an employee benefit trust fund, financed by contributions fixed by collective bargaining or other written agreements, and administered by a Board of Trustees, all of whom are appointed by the CIR President and approved by the CIR Executive Board, pursuant to an Agreement and Declaration of Trust, which may be amended from time to time. The Trust Agreement gives the Board of Trustees authority and discretion to determine benefits, and the Trustees have accordingly adopted a Plan of benefits set forth and described by the Summary Plan Description (SPD). Under the Trust Agreement and SPD, the Trustees may, in their discretion, revise, discontinue, improve, reduce, modify or make changes in the Plan, the types and amounts of benefits provided, the coverage and eligibility provisions, conditions and rules, at any time. Any question of interpretation, construction, application or enforcement of the terms of the PEP and this SPD, and all determinations on benefit claims and appeals and determinations of eligibility and entitlement to benefits, are subject to the discretion of the Board of Trustees and other Plan fiduciaries and individuals to whom responsibility of the administration of the Plan has been delegated, whose determinations are final and binding.

C. Additional Information

If additional information is needed, it will be requested by PEP. Failure to timely provide the information may require the denial of the claim or appeal.

D. Finality

In deciding claims, the Board of Trustees has broad discretion to interpret and apply the terms of this Plan and the PEP Summary Plan Description.

The determination of PEP will be final and binding if an objection or request for review is not filed in a timely manner. The decision of the Board of Trustees will be final and binding on any timely appeal presented to it.

E. When a Lawsuit May Be Started

No lawsuit shall be brought to recover benefits under PEP unless you have exhausted the appeals procedure outlined above. You may not start a lawsuit to obtain benefits until after you have requested a review and a final decision has been reached on review, or until the time limit set forth in Section A, above, has elapsed since you filed a request for review and you have not received a final decision or notice that additional time will be necessary for the Trustees to reach a final decision. Any lawsuit must be filed within three (3) years from the date of the final decision of the Trustees.

F. Notification and Right to Commentary and Information

Upon any adverse benefit determination, PEP will notify the Claimant of this Claims Review and Appeal Procedure and its time limits. A Claimant may review pertinent documents and submit written issues and comments, records or other information relating to the claim. A Claimant shall be provided upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to the claim. All comments, documents, records, and other information submitted by the Claimant will be taken into account at any stage of the Claims Review and Appeals Procedure and process. If an internal rule, guideline, protocol, or other similar criterion was relied on in making the adverse benefit determination, such will be stated and a copy will be provided upon request.

ADDITIONAL PLAN INFORMATION

1. The Committee of Interns and Residents Educational Expense Reimbursement Trust (called the Professional Educational Plan or PEP) is administered by a Board of Trustees, all of whom are appointed by the President of CIR and approved by the CIR Executive Board. The address for the Board of Trustees or any member of the Board for PEP business is:

**Professional Educational Plan
of the Committee of Interns and Residents
Attn: Benefits Office
10-27 46th Ave, Suite 300-2
Long Island City, NY 11101**

2. The name of the Plan Administrator is the Board of Trustees of the Professional Educational Plan of the Committee of Interns and Residents. The PEP Office is located at:

**Professional Educational Plan
of the Committee of Interns and Residents
10-27 46th Ave, Suite 300-2
Long Island City, NY 11101**

Lorenzo Gonzalez, Chairperson, MD, MPL
Harbor UCLA
1000 W Carson, Torrance, CA 90502

Yariana Rodriguez Ortiz, MD
Wyckoff Heights Medical Center
374 Stockholm Street, Brooklyn, NY 11237

Michael Zingman, MD, MPH
Bellevue Hospital
462 First Avenue, New York, NY 10016

Fan Jim Yang, MD
Jacobi Medical Center
1400 Pelham Pkwy South, Bronx, NY 10461

The telephone number is (212) 356-8180. The fax number is (212) 356-8181. The email address is benefits@cirbenefitfunds.org.

3. The Employer Identification Number assigned by the Internal Revenue Service is EIN 13-4071468. The Plan number assigned by the Board of Trustees is 501. For purposes of maintaining PEP's fiscal records, the year will begin on July 1 and end on June 30 of the following year. The Board of Trustees has been designated as the agent for the service of legal process. Service of legal process may also be made upon an individual PEP Trustee.
4. Contributions to the PEP are made by public employers in accordance with a Collective Bargaining Agreement between the Committee of Interns and Residents and the participating

employers. The Collective Bargaining Agreements require contributions to PEP per twice per year per employee.

5. Employees may receive from the Fund Administrator, upon written request, information as to whether a particular employee organization is a sponsor of PEP and, if so, the sponsor's address. Employees and dependents may receive from the Plan Administrator, upon written request, a complete list of the employers sponsoring PEP. PEP is maintained pursuant to Collective Bargaining Agreements. A copy of any such Agreement may be obtained by Employees and dependents upon written request to the Fund Administrator and is available for examination by Employees and dependents.
6. Benefits are provided from the PEP assets which are accumulated under the provisions of the Trust Agreement and held in a Trust Fund for the purpose of providing benefits for covered employees and defraying reasonable administrative expenses.
7. PEP's assets and reserves are managed by Stacey Braun Associates, Inc., 377 Broadway, New York, New York 10013. PEP's assets and reserves are invested in equities, federal government securities and investment-grade fixed income securities.
8. PEP is a welfare plan.
9. PEP's requirements for eligibility as well as circumstances that may result in disqualification, ineligibility, denial of benefits or loss of benefits are fully described above in this PEP section of the Summary Plan Description.

The types of benefits provided by the PEP are all set forth in this Summary Plan Description which also serves as the Plan Document.

STATEMENT OF PARTICIPANT RIGHTS

The Professional Education Plan of the Committee of Interns and Residents Educational Expense Reimbursement Trust is not covered by the Employee Retirement Income Security Act of 1974 (ERISA) because the Plan covers governmental employees. The Trustees have agreed, however, to accord employees the rights described below, which are typically available under plans governed by ERISA. Employees will be entitled to:

- Examine, without charge, at the Fund Administrator's office all PEP documents, including insurance contracts, collective bargaining agreements and other documents such as annual reports and PEP plan descriptions.
- Obtain copies of all PEP documents and other PEP information upon written request to the Fund Administrator. The Fund Administrator may make a reasonable charge for the copies.
- The Trustees who operate your PEP, called "fiduciaries," recognize that they have a duty to do so prudently and in the interest of you and other employees covered by the PEP. No one, including your participating employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under the PEP. If your claim for a benefit is denied, in whole or in part, you will receive a written explanation of the reason for the denial. You have the right to have the PEP review and reconsider your claim and you have a right to appeal the decision to the Board of Trustees.

Committee of Interns and Residents

Professional Educational Plan

10-27 46th Avenue, Suite 300-2

Long Island City, New York 11101

(212) 356-8180

Email: Benefits@cirbenefitfunds.org

Fax: (212) 356 8181

Website: www.cirseiu.org/benefits/

