Professional Educational Benefit

Voluntary Hospitals House Staff Benefits Plan

2024 Summary Plan Description/Plan Document

CIR Benefit Funds

Voluntary Hospitals House Staff Benefits Plan of the

Committee of Interns and Residents

Professional Educational Benefit

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VOLUNTARY HOUSE STAFF BENEFITS 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 with regard to the Voluntary Hospitals House Staff Benefits Plan (VHHSBP). No employer representative or supervisor is in a position to discuss your rights under the VHHSBP with authority. If you have any questions about any aspect of your participation in the VHHSBP, 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 the VHHSBP and to interpret, construe, and apply the terms of the VHHSBP 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 the VHHSBP and distributed to employees and dependents. Please retain any amendments to this document for easy reference.

GENERAL PLAN INFORMATION

This booklet describes the benefits provided to you through the Professional Educational Benefit (PEB) of the Voluntary Hospitals House Staff Benefits Plan (VHHSBP), a benefit plan for employees (House Staff Officers or residents) represented by CIR/SEIU. The benefits, which are self-insured, are described below.

VOLUNTARY HOSPITALS HOUSE STAFF BENEFITS PLAN
PROFESSIONAL EDUCATIONAL BENEFIT (PEB)

January 2024

Dear Employees,

We are pleased to present you with this revised and updated Summary Plan Description (SPD), which also serves as the Plan Document for the Professional Educational Benefit (PEB) of the Voluntary Hospitals House Staff Benefits Plan (VHHSBP). This booklet describes the benefits available to you through PEB.

VHHSBP (Plan) is a joint labor-management employee benefit trust fund, financed by contributions fixed by Collective Bargaining Agreements or other written memorandum of agreements, and is administered by an equal number of Trustees designated by the participating Employers and by the Committee of Interns and Residents pursuant to an Agreement and Declaration of 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 this plan of benefits described in this SPD. Under the Trust Agreement and this 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, coverage and eligibility provisions, conditions and rules at any time. In carrying out their responsibilities under the Plan, the Board of Trustees or its delegate, other Plan fiduciaries, and the insurers or administrators of the Plan, have full discretionary authority to interpret the terms of the Plan and to determine eligibility and entitlement to Plan benefits in accordance with the terms of the Plan. Any interpretation or determination made under that discretionary authority will be given full force and effect, unless it can be shown that the interpretation or determination was arbitrary or biased. Any questions of interpretation, construction, application or enforcement of the terms of the Plan and this SPD and all determinations on benefit claims and appeals are subject to the discretion of the Board of Trustees, whose determinations are final and binding.

The PEB benefit is currently funded by these participating employers: BronxCare Health System, Elmhurst Hospital Center, Institute for Family Health – Harlem, Maimonides Medical Center, One Brooklyn Health (formerly Brookdale University Hospital and Medical Center, Interfaith Medical Center, and Kingsbrook Jewish Hospital), St. Barnabas Hospital, and Wyckoff Heights Medical Center. VHHSBP receives its funds pursuant to the terms of the collective bargaining agreements (CBAs) negotiated by CIR on your behalf. The CBAs require your employer to make contributions into the Plan and PEB at a fixed rate per employee.

This SPD describes the benefits to which you are entitled, eligibility guidelines, rules and regulations, procedures to follow to obtain benefits, and information provided in compliance with government regulations under the Employee Retirement Income Security Act of 1974 (ERISA), COBRA, and other regulations. The Plan operates under this SPD, the Trust Agreement, and other governing documents as further explained in the section, “Statement of Rights under ERISA.”

This SPD does not create a contract of employment. The Plan makes no representation that employment with a participating employer represents lifetime security or a guarantee of continued employment. Further, your eligibility or rights to benefits under this Plan should not be interpreted as a guarantee of employment. The Board of Trustees, as Plan Sponsor, intends that the terms of the Plan, as described in this document, including those relating to coverage and benefits, are legally enforceable, and that the Plan is maintained for the exclusive benefit of participants, as defined by law.

We urge you to read this booklet carefully and keep it handy. The Board of Trustees believes that your benefits will be a valuable asset to you. If you have any questions regarding this material, please contact the VHHSBP Benefits Office at benefits@cirbenefitfunds.org or via phone (212) 356-8180.

Sincerely,

BOARD OF TRUSTEES

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Eligibility and Enrollment

Effective Date of Eligibility

This SPD covers employees of BronxCare Health System, Elmhurst Hospital Center, Institute for Family Health – Harlem, Maimonides Medical Center, One Brooklyn Health (formerly Brookdale University Hospital and Medical Center, Interfaith Medical Center, and Kingsbrook Jewish Hospital), St. Barnabas Hospital, and Wyckoff Heights Medical Center. If you are an employee of any of these participating employers, you are eligible to participate in VHHSBP and receive PEB benefits provided that you work a minimum of 20 hours per week and contributions are received on your behalf. The following rules apply to determine the effective date of your eligibility:

- If you start working and go on your employer's payroll between the 1st of the month and the 15th of the month and contributions are required to be made to this Plan on your behalf, you will become eligible for PEB benefits on the day you go on payroll.
- If you go on your employer's payroll between the 16th of the month and the last day of the month and contributions are required to be made to this Plan on your behalf, you will become eligible for PEB benefits on the first day of the following month.
- Employees who rotate off the payroll of a VHHSBP participating employer and rotate back will be able to recommence benefits immediately.

You must complete an Enrollment Form to enroll for benefits.

Rotation Away From Participating Employer

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

Your PEB benefits coverage resumes on the day you return to a VHHSBP-participating employer payroll.

Enrollment Information

You must complete an Enrollment Form in order to be eligible for benefits. 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://cirmp.novus-360.com/cirmpprod.

Follow the instructions on the Enrollment Form to complete your enrollment. Any information that you provide about yourself will be kept strictly confidential. Attach clear copies of any legal documents required for enrollment (do not send originals).

The Enrollment Form must be received by the Benefits Office within 31 days of the date you are hired. If the completed form is received within the necessary time frame, benefits are effective as described in the *Effective Date of Eligibility* Section. If your enrollment form is received after 31 days from the date of your hire, you will be automatically enrolled during the next Open Enrollment periods offered by the Plan, with an effective date of either January 1 or July 1. However, you may seek enrollment sooner if you qualify for Special Enrollment (as described later in this section).

Please note: the Benefits Office prefers that all forms and requests be submitted through the CIR website and member portal. If the portal cannot be used, forms and requests will be accepted by email sent to benefits@cirbenefitfunds.org.

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

Open Enrollment

VHHSBP 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 yourself when you are first eligible for coverage within thirty-one (31) days of your hire date, you may enroll yourself during either of the Open Enrollment periods. Please see the *Special Enrollment* section for additional ways you may enroll yourself outside of your initial eligibility or open enrollment.

Special Enrollment

If you are declining enrollment because of other health insurance coverage, you may in the future enroll yourself in the VHHSBP, if you request enrollment within thirty-one (31) days from the date your previous coverage ends (or the participating employer stops contributing toward the other coverage). Your coverage will be retroactive to date of loss of other coverage, provided you enroll within thirty-one (31) days of the loss of that other coverage.

You may in the future enroll yourself in the VHHSBP if you did not enroll when first eligible because you have coverage through Medicaid or a State Child(ren)'s Health Insurance Program (SCHIP) and lose eligibility for that coverage. In addition, you may also enroll yourself in VHHSBP if you become eligible for a premium assistance program through Medicaid or SCHIP. However, you must request enrollment within 60 days after the loss of coverage through Medicaid or SCHIP or eligibility for a premium assistance program through Medicaid or SCHIP. Following loss of coverage under or eligibility for Medicaid/SCHIP, provided you enroll within sixty (60) days of the loss of Medicaid/SCHIP coverage, your coverage change will become effective the date of your request.

To request special enrollment, submit your information and documents within the applicable thirty-one (31) day or sixty (60) day deadline set forth above to the Benefits Office by visiting the CIR website at https://www.cirseiu.org/benefits and submitting an Update Form.

Please note: the Benefits Office prefers that all forms and requests be submitted through the CIR website and member portal. If the portal cannot be used, forms and requests will be accepted by email sent to benefits@cirbenefitfunds.org.

Updating Your Information

It is your responsibility to ensure that the Benefits Office has up to date information for you. Please notify the Benefits Office within thirty-one (31) days by completing an Update Form and sending it to benefits@cirbenefitfunds.org when any of the following occurs:

You have a name change.
You have an address change.
You move out of your health or dental plan's coverage area.
You receive or change your Social Security Number.
You become enrolled in, or lose, coverage under Medicare.
You become enrolled in, or lose, coverage under another medical or dental plan.
Social Security disability benefits are awarded or terminated for you.

All changes in status require copies of the appropriate documents to be attached to the **Update Form** before submitting it to the Benefits Office. The Update Form can be found by visiting the CIR website at https://www.cirseiu.org/benefits.

Termination and Extension of Coverage

When Coverage Ends

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

- your employment ends;
- you are no longer eligible to participate in VHHSBP, 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 VHHSBP; or
- you enter active military service lasting more than thirty-one (31) days.

Your coverage may be terminated retroactively due to non-payment of premiums (including COBRA premiums). If coverage is terminated, you may be required to repay to VHHSBP amounts incorrectly paid by VHHSBP. The Board of Trustees may commence legal action against an employee or other individual for restitution and hold them liable for all costs of collection, including interest and attorneys' fees. The Board of Trustees may also offset future claim payments with respect to the employee to recover amounts owed.

If you have questions about the definitions used in this section, please refer to the section on Eligibility earlier in this SPD, or email or call the Benefits Office at benefits@cirbenefitfunds.org or (212) 356-8180.

Extension and Continuation of Coverage

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

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 VHHSBP with respect to that claim.

Your coverage for you 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.

Note that a retroactive termination of coverage due to non-payment of premiums (including COBRA premiums) is not considered a rescission. In this situation, coverage will be terminated retroactively to the date of the event (without advance notice).

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

How Benefits Are Paid

The maximum reimbursable amount per employee per Benefit Cycle (July 1 through June 30) is shown on the chart below. If you are on payroll for the entire, or any part, of the Benefit Cycle, you can be reimbursed up to maximum amount for eligible items purchased any time during that Benefit Cycle **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.

Amount of Benefit

The maximum benefit per employee per Benefit Cycle (July 1 through June 30) depends upon your participating employer, as shown below:

Employer	Maximum per Benefit Cycle
Maimonides Medical Center	$1,250 (effective July 1, 2023)
One Brooklyn Health	$1,250 (effective July 1, 2023)
Bronxcare	$890 (effective July 1, 2023)
Institute for Family Health – Harlem	$650
St. Barnabas Hospital	$1000 (effective July 1, 2023)

Wyckoff Heights Medical Center	$650
Elmhurst Hospital Center	$450

Carry Over PEB Benefit
If you do not use your entire eligible reimbursable amount in one or more Benefit Cycle(s), and you continue in your residency/fellow program and stay on payroll in one or more Benefit Cycle(s), then the unused reimbursable amount can be carried over to the next Benefit Cycle(s). PEB will keep track of the unused amount and will automatically add it to the maximum reimbursable amount that you are eligible for in the next Benefit Cycle.

Types of Reimbursements

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

You may receive reimbursement for ***only one of any identical items per*** Benefit Cycle***.***

1. Audio & Video Materials
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. Conferences or online courses*
    a. You may be eligible if the conference or online course is work-related and medical in nature.

***BronxCare Health System employees should apply for conferences through BronxCare first before submitting for reimbursement to VHHSBP.**

5. Dues & Journals for Medical Specialty Societies
6. Equipment
    a. Blood Pressure Monitor
    b. Pen Light
    c. Pulse Oximeter
    d. Scrubs
    e. Stethoscope
    f. Surgical Loupes
    g. Surgical Shoes (clogs)
    h. Medical Recorder
7. License Application and Examination Fees**

Federal law limits the amount of the PEB 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 considered taxable income. You will receive an IRS Form 1099 to be included with your IRS Form W-2 when you file your tax return.

8. Software or electronic medical apps
9. Mobile Electronic Medical Devices (MEMD)***

The maximum reimbursement for one MEMD per Benefit Cycle is limited to 75% of the total device cost. You may only be reimbursed up to the applicable permissible amount regardless of the total cost of the device. Only one MEMD is reimbursable per Employee per Benefit Cycle (July 1 through June 30). Eligible devices include:

- Tablet computers (e.g., iPads)
- Laptop computers
- Smartphones

***MEMD costs will not be reimbursed for purchases made in the last six (6) months of your residency.

10. Fellowship application fees
11. **For the July 1, 2021 to June 30, 2022 and July 1, 2022 to June 30, 2023 Benefit Cycles only**, the Plan expanded the types of equipment eligible for reimbursement to include the following items at the following limits:
    a. Webcam - up to $40;
    b. Printer & Copier - up to $50;
    c. Chair - up to $75;
    d. Tablet Stands - up to $20;
    e. Table/desk - up to $75; and
    f. Desktop Computer - up to $200. However, if you have already been reimbursed for an MEMD in the same Benefit Cycle, you cannot be reimbursed for a desktop computer. You may only obtain the reimbursement for **one** desktop computer per Benefit Cycle.

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

Examples of the PEB Benefit

Example 1 (MEMD purchase):

You purchase a MEMD in one Benefit Cycle for $500 total, you will only be reimbursed for 75% of $500. This means you will receive a reimbursement of $375 for one MEMD for the Benefit Cycle. Similarly, if you purchase a MEMD in one Benefit Cycle for $2000, you will only be reimbursed up to $450 or $650 (depending on your participating employer) even though 75% of your cost would be $1,500. Your reimbursement will be either 75% of the total device cost or $450/$650, whichever amount is lower.

Example 2 (MEMD purchase while on rotation):

The Employee purchases a MEMD during the Benefit Cycle while on rotation at another 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 your employer to a hospital that does not participate in VHHSBP, your VHHSBP benefits cease until you return to a VHHSBP participating employer's payroll.

Example 3 (PEB carry over):

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 for the MEMD (75% of $500). The Employer does not receive any more PEB reimbursements that Benefit Cycle.

The Employee is now PGY 2 and carries over the balance from their PGY 1. If the annual maximum benefit is $650, the balance carried over is $275, since the employee was reimbursed $375 during PGY 1 and had a balance of $275. The Employee may now use up to $925 during PGY 2 for PEB reimbursements ($275 + $650).

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 PEB benefit is $287.50 for the rest of the PGY 2 year.

Example 4 (MEMD purchase during last month of residency):

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 an MEMD within the last six (6) months of residency/graduation.

The Employee then submits a request for reimbursement of $450 for Professional license applications.

The Employee receives $450 in reimbursement as this is allowed during the last six (6) months of residency and the amount does not exceed the maximum reimbursement per Benefit Cycle.

Example 5 (no longer on payroll):

- The Employee's residency will terminate on June 30th.
- The Employee has used $150 for the Benefit Cycle and the maximum annual reimbursement is $650.

Remaining Balance

The remaining balance is $500.

Submits In December for Reimbursement

- In December, the Employee submits receipts for non-MEMD eligible expenses purchased in May (prior to graduation) for $300.
- Reimbursements are made to the Employee in January in the amount of $300, for a total reimbursement of $450 ($150 + $300) for the Benefit Cycle. This is permissible because the Employee has a year from the date of service to claim reimbursement as long as they were on payroll at the time of purchase.

Example 6 (PEB carry over):

- The Employee was a PGY 1 on payroll for the entire Benefit Cycle from July 1 through June 30 and the maximum reimbursement is $650 per Benefit Cycle.
- The Employee did not submit any reimbursable receipts until April of PGY 1, when they submitted $150 in receipts for medical books purchased in April.
- This submitted claim was paid in full.

Remaining Balance

On June 30, the Employee had $500 remaining from the Benefit Cycle ($650 - $150).

Next Benefit Cycle – PGY 2

The Employee continues on as a PGY 2 on payroll for the entire Benefit Cycle.

The $500 remaining from the Employee's PGY 1 year may be used for purchases made within the PGY 2 year.

This $500 is added to the Employee's PGY 2 year benefit of $650, totaling $1,150 for use during that Benefit Cycle.

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 its right to request original receipts.
    a. For conferences or online courses, you must also submit proof of attendance. Examples include a certificate showing completion of conference or course, copy of your conference or course identification badge, and a copy of the program or agenda.
2. Complete the PEB Claim Form. You can find the reimbursement claim form on the CIR website, www.cirseiu.org/benefits.
3. Provide all the information requested, including a scanned copy of your original receipt(s).
4. Once the form is completed with your attachment(s). The form will be sent securely and electronically to the Benefits Office.
5. You will receive an email confirmation that you submitted a claim for reimbursement.

ONE YEAR SUBMISSION DEADLINE

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

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

ROSETTA STONE LANGUAGE BENEFIT

PEB supports the efforts of Employees wanting to improve their communication skills in order to deliver outstanding patient care. The Rosetta Stone Language Benefit (Language Benefit) is an additional benefit by PEB. The Rosetta Stone language benefit does not count against your PEB Benefit Cycle maximum benefit.

The PEB Language Benefit Program covers the cost of Rosetta Stone's online and mobile learning program to help employees improve language skills that are utilized in performing their present medical duties. The PEB 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:

- **Employees will not be reimbursed for any items purchased on their own from Rosetta Stone.**
- The choice of language must relate to your current work assignment.
- 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 PEB. PEB 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 PEB benefit allowance. For example, if your benefit is $650 per Benefit Cycle and you are reimbursed $125 for a non-Rosetta Stone product, your remaining PEB balance for that Benefit Cycle will be $525.

How to Apply For Rosetta Stone Language Program

- To apply for the Rosetta Stone benefit, 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: PEB 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		Latin*	Spanish (Latin America)
Dutch	German	Irish	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.

CONFERENCE/COURSE REIMBURSEMENT BENEFIT

The PEB Benefit can be used to reimburse employees for attendance at conferences/courses.

No employee can receive more than the maximum benefit during any Benefit Cycle. You cannot seek advance reimbursements if you already exhausted your maximum benefit.

Eligible for Reimbursement if Work-Related and Medical in Nature

To be eligible for reimbursement, you must submit proof of attendance and payment within one year from the date of payment.

The following may be eligible for reimbursement provided that they are work-related and medical in nature:

- Medical Conferences
- Board Review Courses
- Online courses

Conferences or courses attended after you terminate your residency program are covered if you pay for the conference/course while on your participating employer's payroll and attend the conference/course within six (6) months of termination. You must still provide documentation illustrating proof of attendance.

Example:

- Paid for a conference or course on May 5th while still on your participating employer's payroll.
- You graduated on June 30th.
- You can attend the course or conference on October 21st.

The costs of registration and tuition are reimbursable. In order to be reimbursed, you must provide proof of payment and proof of attendance to the Benefits Office. Examples of acceptable proofs of attendance include ID badges, program agendas, or certificates of completion from the course or conference.

The following expenses may be eligible for reimbursement when incurred in conjunction with an eligible conference/course:

- The costs of transportation between your home and the conference/course location (travel by airplane, bus, or car);
- Taxi or bus fares (for transportation between the airport or a hotel and the conference/course location);
- Car (mileage, tolls, parking and costs of rental, if necessary);
- Lodging/Hotels (if travel is overnight or long enough that you need to stop for sleep or rest);
- Posters / Abstract Submission; and
- Meals and incidental expenses when traveling to conferences away from home (including amounts for food, beverage and tips)

PEB will reimburse your actual, documented expenses for the items above up to the limits below (if any). If you spend more than the limits below, you will not be reimbursed the difference between the limits and the amount you spent. The limits are:

- Meals and incidental expenses: up to $15/day for breakfast; up to $25/day for lunch: up to $35/day for dinner;
- All lodging/hotel expenses must be reasonable.

Note: You are responsible for receiving approval from your Employer for leave, if necessary, to attend a conference/course.

Not Eligible for Reimbursement: the following courses are not eligible for reimbursement:

- Advanced Trauma Life Support (ATLS)
- Pediatric Advanced Life Support (PALS)
- Advanced Cardiac Life Support (ACLS)
- Basic Advanced Life Support (BALS) - contact your hospital's GME office

Reimbursement from Your Employer

If your Employer also provides a conference/course reimbursement, your Employer will reimburse you first and PEB will reimburse you for the balance, up to your remaining maximum benefit, for any outstanding balance.

For example, if your maximum benefit per Benefit Cycle is $650, and your Employer reimburses you $500 of a $1,500 conference fee, PEB will reimburse you $150, provided you have $150 remaining in your maximum benefit.

Rotations Between Employers

If you are rotating between a CIR hospital and a non-CIR hospital, conferences/courses should be paid for and attended while on your Employer's payroll. If attendance or payment is not possible for the employee because of a rotation schedule, a written appeal outlining the facts should be addressed to the Board of Trustees when you submit your claim.

Attending a Conference After Graduation

To be eligible for reimbursement:

- You must pay for a conference while on payroll before you terminate off your Employer's payroll; and
- The conference must be scheduled no more than six (6) months after graduation.

For example: if you're graduating on June 30th and pay for a conference prior to graduating on June 30th, you can attend a conference between July and December of that year and seek reimbursement.

Claims for reimbursement must be submitted within a year of the conference.

How to Make a Claim

To file a claim for reimbursement, you must fill out a claim form and submit it to the Benefits Office within one year from date of payment.

You can find the reimbursement claim form on the CIR website, www.cirseiu.org/benefits; select your Employer from the dropdown menu. You may also make a claim through the Member Portal at https://cirmp.novus-360.com/cirmpprod.

In order to apply for reimbursement of conference/course expenses, please following the procedure below:

- Submit documents showing all eligible expenses to your Employer and retain two copies, one for your records and one to submit to the Benefits Office.
- Once your claim is processed by your Employer, complete the claim form. Submit the claim form with the conference/course agenda or program (copies are acceptable) and copies of all receipts to the Benefits Office. If a payment is received from your Employer, also submit a copy of the claim and a copy of the check.
- Receipts with proof of payment and dates of purchase must be submitted for all expenses claimed, including meals (copies of receipts will be accepted as proof of expense; original receipts may be requested.) Eligible expenses will be reimbursed only up to the maximum reimbursable limits set forth above. Expenses incurred in conjunction with an eligible

conference/course (such as meals, lodging/hotels) will not be reimbursed without proof of registration and attendance at an eligible conference/course.

- No claims will be processed prior to attendance at a conference/course or prior to date of online/board review course.
- All claims must be submitted to the Benefits Office within one year from the payment date of the conference/course. Claims submitted after one year will be denied.

Note: You are responsible for receiving approval from your Employer for leave, if necessary, to attend a conference/course.

Claims Review and Appeal Procedure

A. Request for Review of Disputed Claims

If your claim is denied in whole or in part, you will receive a written notice stating the basis for the denial within 90 days of the date you submitted your claim. 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 VHHSBP, within sixty (60) days after receiving written notice of VHHSBP's action.**

Send your appeal to PEB 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 and then notified of the decision within 120 days. The decision will include the specific reason(s) for the decision and specific reference(s) to the plan provisions on which the decision is based.

For purposes of this section, "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 the Plan or a determination that a benefit is not a covered benefit.

B. Authority of the Plan

VHHSBP (the Plan) is a joint labor-management employee benefit trust fund, financed by contributions fixed by collective bargaining or other written agreements, and administered by an equal number of Trustees designated by the participating employers and by the union 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 in this SPD. Under the Trust Agreement and this 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 Plan and this SPD, and all determinations on benefit claims and appeals, 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.

Discretionary Authority of the Trustees and their Designees

In carrying out their respective responsibilities under the Plan, the Trustees and other Plan fiduciaries and individuals to whom responsibility of the administration for the Plan has been delegated, will have discretionary authority to interpret the terms of the Plan and to determine eligibility and entitlement to plan benefits in accordance with the terms of the Plan and to decide any factual questions related to eligibility for and entitlement to Plan benefits. Any interpretation or determination made under that discretionary authority will be given full force and effect, unless it can be shown that the interpretation or determination was arbitrary and capricious.

C. Additional Information

If additional information is needed, it will be requested by the Plan, and the 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 this PEB SPD.

The determination of VHHSBP 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.

The Claimant has the right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act following an adverse benefit determination on review. If your claim involves disability benefits, you and your plan may have other voluntary alternative dispute options, such as mediation. Contact your local U.S. Department of Labor Office and your State insurance regulatory agency to find out which options are available, if any.

E. Notification and Right to Commentary and Information

- Upon any adverse benefit determination, VHHSBP 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.

F. Limitation on When a Lawsuit May Be Started

No lawsuit shall be brought to recover benefits under the Plan 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.

OTHER IMPORTANT INFORMATION AND REQUIRED NOTICES

The Voluntary Hospitals House Staff Benefits Plan of the Committee of Interns and Residents is a group health plan under ERISA and is administered by a Board of Trustees, consisting of an equal number of representatives of the Union and of the voluntary hospital employers. The Plan Administrator is the Board of Trustees.

The names, business titles and addresses of the Trustees are:

Anita Eliot
Director, Committee of Interns and Residents Legal Services
10-27 46th Avenue, Suite 300-2
Long Island City, NY 11101

Susan Naranjo
Executive Director, Committee of Interns and Residents
10-27 46th Avenue, Suite 300-2
Long Island City, NY 11101

Francesca Tinti
Senior Vice President of Human Resources
One Brooklyn Health
1545 Atlantic Avenue
Brooklyn, NY 11213

Bill Lynch
Executive Vice President and Chief Operating Officer
Medisys: Jamaica and Flushing Hospitals
8900 Van Wyck Expressway
Jamaica, NY 11418

The address of the Board of Trustees and VHHSBP Benefits Office is:

10-27 46th Avenue, Suite 300-2
Long Island City, NY 11101
Phone number: (212) 356-8180
Fax number: (212) 356-8181
Website: www.cirseiu.org/benefits

Service of Legal Process
The Board of Trustees has been designated as the agent for the service of legal process at the address above. Service of legal process can also be made upon a Plan Trustee.

Employer Identification Number
The Employer Identification Number assigned by the Internal Revenue Service is EIN 13-3029280.

Plan Number
The Plan number assigned by the Trustees is 502.

Fiscal Year
For purposes of maintaining VHHSBP fiscal records, the year-end date is December 31.

Benefit Cycle
The Benefit Cycle begins July 1 and ends June 30.

Funding
The PEB benefit is currently funded by these participating employers: BronxCare Health System, Elmhurst Hospital Center, Institute for Family Health – Harlem, Maimonides Medical Center, One Brooklyn Health (formerly Brookdale University Hospital and Medical Center, Interfaith Medical Center, and Kingsbrook Jewish Hospital), St. Barnabas Hospital, and Wyckoff Heights Medical Center. Contributions are made in accordance with the Collective Bargaining Agreements between the Committee of Interns and Residents and the employers. The Collective Bargaining Agreements require contributions to the Plan at fixed rates per employee. Employees and beneficiaries may receive from the Plan Administrator, upon written request, information as to whether a particular employer or employee organization is a sponsor of the VHHSBP and, if the employer or employee organization is a sponsor of the VHHSBP, the sponsor's address. Employees and dependents may receive from the Plan Administrator, upon written request, a complete list of the employers participating in VHHSBP.

VHHSBP is maintained pursuant to Collective Bargaining Agreements or Participation Agreements. A copy of any such Agreement may be obtained by employees and beneficiaries upon written request to the Plan Administrator, and is available for examination by employees and beneficiaries.

Benefits are provided from the VHHSBP's assets, which are accumulated under the provisions of the Trust Agreement and held in a Trust Fund for the purpose of providing benefits for the covered members and dependent(s) and defraying reasonable administrative expenses. Some of these benefits are provided through insurance policies.

VHHSBP's assets and reserves are managed by Stacey Braun Associates, Inc., 377 Broadway, New York, New York 10013. VHHSBP's assets and reserves are invested in equities, federal government securities, and investment-grade fixed income securities.

Plan Eligibility
VHHSBP's requirements with respect to eligibility as well as circumstances that may result in disqualification, ineligibility, or denial or loss of benefits are fully described beginning at the *Eligibility* section.

Privacy, Confidentiality, Release of Records or Information
Any information collected by VHHSBP will be treated as confidential information, and will not be disclosed to anyone without your written consent, except as follows:

a. Information will be disclosed to those who require that information to administer VHHSBP or to process claims.
b. Information will be disclosed as required by law or regulation or in response to a duly issued subpoena.

Repayment of Benefits
If it is found that the benefits paid by VHHSBP are in excess of what you were entitled to because VHHSBP erroneously paid benefits to which you were not entitled under the terms and provisions of the Plan, then the VHHSBP will be entitled to a refund from you of the difference between the amount of benefits actually paid by VHHSBP for those expenses and the amount of Plan benefits that should have been paid by the VHHSBP for those expenses based on the actual facts. VHHSBP may recover or recoup the amount of any erroneous payment, with interest, by offsetting pending or future benefits in accordance with law and regulation.

Type of Plan
VHHSBP is a welfare plan and a group health plan.

Type of Administration
The Professional Educational Benefit is self-insured by VHHSBP.

SPD
This PEB SPD is provided in accordance with and subject to the terms, conditions, rules and regulations of the Board of Trustees of the VHHSBP, and the VHHSBP's Agreement and Declaration of Trust. No person is authorized to change or amend this PEB SPD, waive any condition or restriction contained in this SPD, extend any time in this SPD, or bind the Trustees by any statement or promise. No change in this SPD will be valid unless authorized in writing by the Board of Trustees of the VHHSBP.

PLAN AMENDMENT AND TERMINATION

Continuation of benefits is not guaranteed. The Trustees reserve the absolute right and authority, in their sole discretion, to reduce, modify or terminate the benefit program at any time. Among other things, this shall empower the Trustees to change the eligibility rules, to diminish the amount of benefits, to increase or require deductibles, to eliminate particular types of benefits, to substitute certain benefits for others, to impose or decrease maximums on the amounts of benefits payable, and if deemed by the Trustees to be necessary, to require co-payments by employees as a condition for eligibility. The authority of the Trustees to reduce, modify or terminate the benefit program as aforesaid shall extend to active employees and, if retirees are now or hereafter covered to any extent by the benefit program, to retirees.

No individual has a vested right or a contractual interest in the benefits provided under this SPD. In the event of termination of the VHHSBP (which would have to occur if the union and the employers negotiated for discontinuance of contributions or if the contributions called for by the collective bargaining agreements are insufficient to allow VHHSP to continue), the Board of Trustees will apply the monies in the Trust Fund to provide benefits or otherwise to carry out the purpose of the VHHSBP in an equitable manner until the entire remainder of the assets has been disbursed. In no event will any part of the assets of the VHHSBP revert to the employers or be paid to the union.

Upon termination of VHHSBP, the Trustees, with full powers will continue to serve in such capacity for the purpose of and to effectuate the dissolution of VHHSBP.

ERISA STATEMENT OF RIGHTS UNDER THE EMPLOYMENT RETIREMENT INCOME SECURITY ACT OF 1974

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants are entitled to the following rights.

Receive Information About Your Plan And Benefits

You have the right to:

Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan, including insurance contracts, Collective Bargaining Agreements, and a copy of the latest annual report (Form 5500 series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (EBSA);

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, Collective Bargaining Agreements, and copies of the latest annual report (Form 5500 series) and updated Summary Plan Description (the Plan Administrator may make a reasonable charge for the copies); and

Receive a summary of the Plan's annual financial report, which the Plan Administrator is required by law to provide to each participant.

Continue Group Health Plan Coverage

You also have the right to:

Continue health care coverage for yourself, spouse, or dependents if there is a loss of coverage under the Plan as a result of a Qualifying Event (you or your dependents may have to pay for such coverage; review this SPD and any documents governing the Plan on the rules governing your COBRA Continuation Coverage rights).

Prudent Actions By Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called fiduciaries of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your Union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. However, you may not begin any legal action, including proceedings before administrative agencies, until you have followed and exhausted the Plan's claims and appeals procedures. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in federal court. If you believe that Plan fiduciaries have misused the Plan's money, or if you believe that you have been discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful,

the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance With Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of EBSA, U.S. Department of Labor, listed in your telephone directory or at:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue, NW
Washington, DC 20210

The New York office is located at:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
33 Whitehall Street, Suite 1200
New York, NY 10004
(212) 607-8600

For more information on your rights and responsibilities under ERISA or for a list of EBSA offices, contact EBSA by: calling (866) 444-3272 or www.dol.gov/ebsa.

Voluntary Hospitals House Staff Benefits Plan of the Committee of Interns and Residents Professional Educational Benefit

10-27 46th Avenue, Suite 300-2

Long Island City, New York 11101

Phone: (212) 356-8180

Email: benefits@cirbenefitfunds.org

Website: www.cirseiu.org/benefits