

CIR Benefit Funds

CIR LEGAL SERVICES

HOUSE STAFF BENEFITS PLAN

2023 Summary Plan Description/Plan Document

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

Dear Employees and Eligible Dependents,

We are pleased to present you with this revised and updated Summary Plan Description (SPD), which also serves as the Plan Document for the Committee of Interns and Residents Legal Services Benefit (CIRLS) of the House Staff Benefits Plan (HSBP). This booklet describes the benefits available to you through CIRLS.

HSBP 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 CIR pursuant to the HSBP Agreement and Declaration of Trust (HSBP Trust Agreement), which may be amended from time to time. The HSBP 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, Westchester Medical Center, the Committee of Interns and Residents, or the House Staff Benefits Plan. Under the HSBP 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.

The HSBP receive 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 the HSBP at a fixed rate per employee.

The SPD describes the CIRLS benefits to which you and your family 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 and your family. 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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General Plan Information

CIR Legal Services (CIRLS) provides pre-paid legal benefits for yourself and your dependents on covered matters. All covered matters are handled by CIRLS through either its in-house legal staff or designated outside counsel, called "cooperating attorneys," who CIRLS has retained to help meet the legal needs of employees and dependents.

The contributions received by participating employers are considered taxable income to CIRLS participants. As a result, a small sum will be reported each year on your W-2 form by your participating employer. In 2023, that sum is $9 per month and $108 per year but is subject to change.

This booklet describes the benefits provided to you through the CIR Legal Services Benefit (CIRLS) of the House Staff Benefits Plan (HSBP). The benefits, which are self-insured, are described in detail below.

Eligibility and Enrollment

Eligibility for CIRLS Benefits

This SPD covers employees of New York City Health + Hospitals, Westchester Medical Center, the Committee of Interns and Residents, or the House Staff Benefits Plan. If you are an employee of any of these participating employers, then you are eligible to participate in HSBP and receive CIRLS benefits 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.

Initial Eligibility

You become eligible for CIRLS 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, unless terminated (see the *Termination and Extension of Coverage* section below).

Plan Year

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

Rotation Away from A 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 HSBP, you should be aware that your CIRLS benefits cease for such period except in the following limited circumstance: if litigation is pending when your employment is terminated, CIRLS will continue representing you for a maximum of sixty (60) days. Any other ongoing legal services will cease to be covered upon your termination from your current hospital's payroll. Please see further information in the section titled *Extension and Continuation of Coverage*.

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

Dependent Eligibility

Coverage of your eligible dependents begins on the same day your coverage begins as long as you enroll them when you complete your Enrollment Form and provide sufficient proof of eligibility. *However, dependents are not eligible for all types of legal services*. Please see the section titled *Types of Legal Services Covered* for more information about eligibility for specific types of legal services.

Your eligible dependents include:

- Your spouse to whom you are legally married and from whom you are not legally separated;
- Your domestic partner, opposite or same sex (see below for specific details);
- A dependent child (whether married or unmarried), up to the end of the calendar year of their 29th birthday, including:
    - Your biological child;
    - Your legally adopted child or a child placed for adoption ("placed for adoption" assumes retention by the employee of a legal obligation for total or partial support of such child in anticipation of adoption);
    - A stepchild or foster child;
    - Your domestic partner's child;
    - An unmarried individual whom the employee has legal guardianship under a court order and who is eligible for tax-free health coverage as a "qualifying child" or "qualifying relative" under the Internal Revenue Code Section 152(c) or 152(d) OR who will be claimed as a dependent on the employee's tax return each plan year for which coverage is provided.
- Unmarried Disabled Children over age 29
    - Coverage for dependent children will not terminate for unmarried disabled children who, regardless of age, are incapable of self-sustaining employment by reason of mental disability, developmental disability, or physical disability, and who became disabled prior to reaching the age limit of the HSBP.
    - Such coverage shall not terminate while the resident's coverage remains in effect, and the dependent remains disabled and is chiefly dependent on the resident for support and maintenance.
    - The resident must submit proof of such dependent's incapacity within 31 days of dependent's attainment of age limit.

A spouse or child of a dependent child is not eligible for coverage under HSBP CIRLS.

How to Enroll Yourself and Your Dependents

You must complete an Enrollment Form in order for you and your eligible dependents to be eligible for benefits and submit it within 31 days from the date of your hire. 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://cirmp.novus-360.com/cirmpprod.

If you do not complete and return an Enrollment Form, you (and your dependent(s), if applicable) will not be eligible for CIRLS benefits and claims will be denied under HSBP.

Late Enrollment

If your enrollment for you or your dependent(s), if applicable, is received after 31 days from the date of your hire, you will be enrolled during HSBP CIRLS' next open enrollment period unless you qualify for Special Enrollment. See the *Open Enrollment and Special Enrollment* sections for more information.

Enrolling Eligible Dependents

If you have eligible dependents you wish to enroll, you must provide necessary proof of dependent status as listed below along with the Enrollment Form. If the Benefits Office does not receive a completed Enrollment Form and the documentation listed below, the Benefits Office will not enroll and provide CIRLS benefits to your dependents and claims will be denied under HSBP.

- **Spouse:** To enroll your spouse, you must provide a copy of your official, state-issued marriage certificate or if unavailable, HSBP's form affidavit, available upon request, which has been notarized.

- **Biological Child:** To enroll your biological child(ren), you must provide a copy of their official, state-issued birth certificate or if unavailable, HSBP's form affidavit, available upon request, which has been notarized.

- **Stepchild:** To enroll stepchild(ren), you must provide 1) a copy of their official, state-issued birth certificate or if unavailable, HSBP's form affidavit, available upon request, which has been notarized, and 2) a copy of the official, state-issued marriage certificate between you and your spouse as the child(ren)'s parent (or HSBP's form affidavit, which has been notarized).

- **Adopted Child or Placement for Adoption:** To enroll adopted child(ren) or child(ren) placed for adoption, you must provide 1) a copy of their official, state-issued birth certificate or if unavailable, HSBP's form affidavit, available upon request, which has been notarized, and 2) a copy of the certified court order signed by a judge.

- **Child covered pursuant to a Qualified Medical Child Support Order (QMCSO):** To enroll child(ren) covered pursuant to a QMSCO, you must provide 1) a copy of their official, state-issued birth certificate or if unavailable, HSBP's form affidavit, available upon request, which has been notarized, and 2) a copy of the certified QMCSO document signed by a judge or a National Medical Support Notice.

- **Legal Guardianship:** To enroll child(ren) for whom you are a legal guardian, you must provide 1) a copy of their official, state-issued birth certificate or if unavailable, HSBP's form affidavit, which has been notarized, and 2) a copy of the court-appointed legal guardianship documents.

- **Unmarried Disabled Dependent Child:** As discussed above, coverage will not terminate for unmarried disabled children who, regardless of age, are incapable of self-sustaining employment by reason of mental illness, developmental disability, or physical disability, and who became disabled prior to reaching age 29, so long as the resident's coverage remains in effect and the dependent remains disabled and chiefly dependent on the resident for support and maintenance. If you have not provided the information below upon enrolling your disabled dependent child, you must submit proof of the dependent's incapacity within 31 days of the disabled dependent child's attainment of age 29 to maintain enrollment of the disabled dependent child. You must provide:

    1. a current written statement from the child's physician indicating the physician's assessment that the child is currently mentally or physically disabled;

2. a notarized statement that the child is incapable of self-sustaining employment as a result of that disability; and

3. a notarized statement and proof that the child is dependent chiefly on you and/or your spouse for support and maintenance.

Enrolling Domestic Partners

- To enroll your domestic partner and/or the child(ren) of your domestic partner, you must complete a Domestic Partnership Application. The Domestic Partnership Application must be signed by both partners and notarized. The Domestic Partnership Application can be found on the CIR website under the Benefits tab and by your hospital's name. If you have a domestic partnership, you must provide proof that you are registered as domestic partners. If your domestic partnership certificate cannot be located, you may also complete the Plan's form affidavit, which has to be notarized. HSBP's form affidavit can be found on the website under the Benefits tab and by your hospital's name.

- If you are not providing proof of a domestic partnership, you must prove domestic partnership status by providing documentation to show two (2) of the following:

    - Common ownership of real property or a common leasehold interest in such property
    - Common ownership of a motor vehicle
    - Joint bank accounts or credit accounts
    - Evidence of common household expenses such as a utility or telephone
    - Evidence of joint obligation on a loan
    - Designation as a beneficiary for life insurance or retirement benefits or under the partner's will
    - Assignment of a durable power of attorney or health care power of attorney

By law you are responsible for paying taxes on the value of your domestic partner benefit called Imputed Income, as defined below. In some situations, may also be responsible for paying taxes on the value of benefits provided to the child(ren) of your domestic partner. You will be notified of the amount by your participating employer.

Please note domestic partners of employees employed at an NYC Health + Hospitals do not have to be enrolled with the City of New York insurance benefits to be eligible for CIRLS benefits. However, Health + Hospitals employees must complete a Domestic Partnership Application. This information is kept strictly confidential.

Domestic Partners will generally not qualify as tax dependents of the employee and as such, the employee will be taxed on the value of the benefit provided to the Domestic Partner. This is called "imputed income" and the employee will have to pay tax on this amount. Please consult with an appropriate tax accountant if you choose to enroll a domestic partner or the child(ren) of your domestic partner.

Open Enrollment

HSBP 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 December 31st, with an effective date of January 1st.

If you do not enroll yourself and/or your eligible dependents when you are first eligible for coverage within thirty-one (31) days of your hire date, you may enroll yourself and your eligible dependents 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). Please see the *Special Enrollment* section for additional ways you may enroll yourself or your eligible dependents outside of your initial eligibility or open enrollment.

If you initially enrolled yourself and/or your dependent(s) and later wish to dis-enroll yourself and/or any or all of your dependent(s)you and your dependent(s) will be required to complete an electronic Disenrollment Form.

- If, at a later date, you want the coverage you declined for yourself and/or your dependents, you may enroll only under the Special Enrollment provisions described below or during the open enrollment periods December 1 – 31 and June 1 – July 31 of each year.

- Note that no additional compensation is paid to you if you or your eligible dependent(s) waive/decline benefit coverage.

Change in Family Status

You must notify the Benefits Office within sixty (60) days (by completing an electronic Update Form) when you have a change in family status. You must also notify your participating employer with any change in family status. A change in family status occurs in the event of:

- The death of an enrolled dependent child, spouse, or domestic partner.

- You divorce, legally separate, your marriage is annulled, or you terminate your domestic partnership relationship.

- Your dependent child reaches HSBP's age limit described on page 2 of this SPD.

It is your responsibility to ensure that the Benefits Office has up to date information for you and your enrolled dependents. Please notify the Benefits Office upon the following:

- You or your eligible dependent has a name change.

- You or your eligible dependent has an address change.

- You receive or change your Social Security Number.

- Your dependent child becomes physically or mentally disabled.

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

Failure to give HSBP timely notice of changes to your dependent child(ren)'s eligibility status will cause the coverage of a dependent child to end when it otherwise might continue because of a physical or mental disability. If you fail to provide timely notice to HSBP of changes to your spouse's or domestic partner's eligibility status and/or that of your dependent child(ren), and your ineligible spouse, domestic partner, and/or dependent child(ren) remain covered, you will be responsible for reimbursing HSBP for any claims or any premiums that are paid on behalf of your spouse, domestic partner, and/or dependent child(ren) who are no longer eligible for coverage under HSBP. 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.

Special Enrollment

If you are declining enrollment for yourself or your dependents because of other health insurance coverage, you may in the future enroll yourself and/or dependents in HSBP, if you request enrollment within thirty-one (31) days from the date their or your previous coverage ends (or the participating employer stops contributing toward the other coverage).

In addition, if you have a new dependent as a result of marriage, birth, immigration, adoption, or placement for adoption, you may be able to enroll your dependents, provided that you request enrollment within thirty-one (31) days from the date of marriage, birth, adoption, or placement for adoption.

If you did not enroll yourself or your dependents in HSBP when first eligible, you may enroll yourself if you and your dependents have coverage through Medicaid or a State Children's Health Insurance Program (SCHIP) and lose eligibility for that coverage. In addition, you may also enroll yourself and/or your dependents in HSBP if you and/or they become eligible for a premium assistance program through Medicaid or SCHIP. However, you must request enrollment within sixty (60) days after the loss of coverage through Medicaid or SCHIP or eligibility for a premium assistance program through Medicaid or SCHIP.

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.

Start of Coverage Following Special Enrollment

Provided you enroll within the necessary timeframes for special enrollment, coverage will be effective:

- If you add a new dependent due to the birth of that dependent, the dependent will be covered from the date of birth (provided you enroll a baby within thirty-one (31) days).
- Your newly adopted dependent child or child "placed for adoption" with you will be covered from the date that child is adopted or "placed for adoption" with you, whichever is earlier. A child is "placed for adoption" with you on the date you first become legally obligated to provide full or partial support for the child whom you plan to adopt. A child who is placed for adoption with you within thirty-one (31) days after the child is born will be covered from birth if you comply with HSBP's requirements for obtaining coverage for a newborn dependent child. However, if a child is placed for adoption with you, and if the adoption does not become final, coverage of that child will terminate as of the date you no longer have a legal obligation to support that child.
- Coverage for your new spouse begins on the day you marry, provided you properly enroll your spouse within thirty-one (31) days of your marriage. Until your spouse is enrolled in HSBP, no claims will be paid for him or her.
- Following loss of other group coverage: your dependent(s) will be covered retroactive to date of loss of other coverage, provided you enroll your dependent(s) within thirty-one (31) days of the loss of that other coverage.
- 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.

Termination and Extension of Coverage

When Coverage Ends for HSBP Benefits

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

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

Coverage of your covered dependent(s) ends on the last day of the month in which:

- your own coverage ends; or
- your covered spouse, domestic partner or dependent child(ren) no longer meet this Plan's definition of spouse, domestic partner, or dependent child(ren).

Failure to give HSBP timely notice of changes to your dependent child(ren)'s eligibility status will cause the coverage of a dependent child to end when it otherwise might continue because of a physical or mental disability. If you fail to provide timely notice to HSBP of changes to your spouse's or domestic partner's eligibility status and/or that of your dependent child(ren), and your ineligible spouse, domestic partner, and/or dependent child(ren) remain covered, you will be responsible for reimbursing HSBP for any claims or any premiums that are paid on behalf of your spouse, domestic partner, and/or dependent child(ren) who are no longer eligible for coverage under HSBP.

Coverage for you (the employee) and/or your Dependents may be terminated retroactively due to non-payment of premiums (including COBRA premiums). Failure to notify HSBP of a loss of dependent status for any dependents (including as a result of divorce or legal separation or a child aging out of HSBP or a child no longer meeting the definition of disabled child) coupled with a failure to pay premiums will cause coverage to be terminated retroactively to the date of the event.

If coverage is terminated, you may be required to repay to HSBP amounts incorrectly paid by HSBP. 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.

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 HSBP with respect to that claim.

Coverage for you (the employee) and/or your dependents 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. Similarly, a retroactive termination due to your failure to notify HSBP of a loss of eligibility for your spouse due to divorce will not constitute a rescission of coverage if COBRA premiums have also not been paid. In these situations, 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 HSBP CIRLS amounts incorrectly paid by HSBP CIRLS. 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.

Extension and Continuation of Coverage

HSBP does not provide CIRLS benefits for any expenses incurred after coverage ends except in the following limited circumstance: if litigation is pending when your employment is terminated, CIRLS will continue representing you for a maximum of sixty (60) days. You are responsible for transitioning your case to private outside counsel or entering into a private retainer agreement with your CIRLS cooperating attorney if representation is still required beyond this 60 (sixty) day period. Any other ongoing legal services will cease to be covered upon termination of your employment. CIRLS is not responsible for retaining another attorney for you after your coverage ends.

Legal Services Benefits Guidelines

To minimize your legal costs and simultaneously ensure that CIRLS's resources are available to all eligible employees and eligible dependents, CIRLS must adhere to the following guidelines:

- CIRLS will not pay, or reimburse you, for the services of an attorney whom you retain privately unless authorized in writing by CIRLS. In such cases, the amount of payment or reimbursement for the services of a privately-retained attorney shall be determined solely by CIRLS.

- You are responsible for payment of any court or agency filing fees, mailing costs, and other expenses. CIRLS will pay for service of papers on your opponent in litigation and will also pay up to $500 per matter for a private investigator's service should that become necessary in the course of representation.

- If you intend to receive coverage under CIRLS, you must contact CIRLS first for referral to an attorney. This is true even if your private counsel is someone with whom CIRLS is in a cooperating relationship. CIRLS retains the right to make the requisite referral.

- If you are referred to a CIRLS cooperating attorney, you agree and understand that your cooperating attorney may discuss your case with a CIRLS in-house lawyer to update CIRLS on the status of your case and to determine whether and what type of coverage should be provided under the legal services benefit.

- If litigation is pending when your employment is terminated, CIRLS will continue representing you for a maximum of sixty (60) days. You are responsible for transitioning your case to private outside counsel or entering into a private retainer agreement with your CIRLS cooperating attorney if representation is still required beyond this 60 (sixty) day period. Any other ongoing legal services will cease to be covered upon termination of your employment. CIRLS is not responsible for retaining another attorney for you after your coverage ends.

How to Obtain Benefits

To access legal services you must complete HSBP's Enrollment Form for yourself and list your eligible dependents. You will be provided the Enrollment Form during employee orientation. Please see the *Eligibility and Enrollment* section above for more information. Once you have enrolled:

- Call (212) 356-8195 or email cirls@cirseiu.org.
- Provide your name, hospital, residency program, address, and telephone number so that your eligibility can be verified.
- Briefly describe your problem. (It is often helpful in this regard to refer to any relevant documents.)

If you are eligible for coverage your case will be referred to an attorney. Once you obtain advice from an attorney, you are responsible for following up as advised.

In those rare instances in which HSBP authorizes legal services coverage but does not have an attorney available to provide assistance, you will be instructed to hire an attorney of your choosing. Once you provide proof that the attorney's fees for the covered matter have been paid, HSBP will provide reimbursement up to the amount we pay cooperating attorneys for similar cases.

If you are dissatisfied with the services of your attorney and wish to have a different attorney, you must make your request in writing to the Director of Legal Services, who will determine whether such a change is warranted. You must state the reasons for your dissatisfaction with your attorney in your written request.

You can contact the Director of Legal Services at:

CIR Legal Services, Attn: Anita Eliot
Office: (212) 356-8195
Fax: (212) 504-3057
Email: cirls@cirseiu.org

Be sure to include your home address, cellphone, and email address.

Types of Legal Services Offered

Bankruptcy and Debt Problems

- Consultation and, where appropriate, representation in personal bankruptcy proceedings.
- Consultation regarding debt problems arising from loans, installment contracts, or collection actions brought by creditors.
- Defense, where there is a reasonable legal basis, against claims exceeding $5,000.

The coverage amount for such matters shall not exceed $10,000.
Legal fees in excess of $10,000 shall be the responsibility of the Employee or Eligible Dependent.

Consumer Protection

- Consultation and, where appropriate, negotiation regarding problems arising from the purchase of goods and services.
- Consultation and preparation of the Statement of Claim for small claims proceedings.
- Defense, when there is a reasonable legal basis, against claims arising from the purchase of goods and services which exceed $5,000.

The coverage amount for such matters shall not exceed $10,000.
Legal fees in excess of $10,000 shall be the responsibility of the Employee or Eligible Dependent.

Credit Rating

- Consultation regarding inaccurate credit reports.

Criminal Matters

- For employees facing impending or actual criminal charges related to acts allegedly committed at the health facility in which they work and related to their work as residents, representation by a CIRLS-designated attorney is provided. This benefit includes representation at arraignment and concludes at the completion of arraignment.
- For eligible dependents, and for employees for matters not covered above, a single consultation (cost not to exceed $300) per matter with a CIRLS-designated attorney regarding criminal charges that are filed, or are likely to be filed, against an employee or the eligible dependent of an employee is provided.

Document Review

- Review of written agreements pertaining to such matters as consumer purchases, loans, residential leases, insurance, and cohabitation.

Document review involves discussion and interpretation of documents. It does not, in itself, involve legal representation.

Education Law

- Consultation and, where appropriate, representation of eligible dependents in special education law matters including denial of special education services for children with disabilities. **Coverage is limited to $2,000 per case on cases approved for representation.**

Employment Contract Review

- Employees are eligible to receive a flat, discounted rate for review of a post-residency employment contract for an attending physician position. **This benefit may be used only once during residency or fellowship**. Spouses and dependents are not eligible.

- Employees must use a CIRLS cooperating counsel and have already received a written contract offer to qualify for this benefit. CIRLS has negotiated discounted rates from cooperating counsel. CIRLS will pay $200 of the already discounted rate. Coverage is limited to contract offers from employers located in geographic areas on the Plan's website.

Estate Matters

- Consultation regarding the administration of the estate of an employee or eligible dependent who dies with or without leaving a will.

Family Matters

- Representation in uncontested divorce proceedings.

- Representation in contested divorce proceedings **for employees only**. Coverage for legal fees in such matters **shall be limited to $5,000**.

- Representation in uncontested annulment proceedings, **coverage for legal fees not to exceed $3,000**.

- Representation in adoption proceedings.

- Representation in the negotiation of a pre-nuptial agreement, **coverage for legal fees not to exceed $1,500**.

- Consultation and, where appropriate, representation in child support, child custody and visitation proceedings. However, representation in child support, child custody and visitation proceedings that are ancillary to contested divorces shall be subject to, **and included as part of, the $5,000 limit for contested divorces**.

- Fees for a mediator who mediates a dispute involving a contested divorce, or the custody, visitation or support of a child, and in which an employee is a party to the dispute. Coverage of mediator fees **shall not exceed $2,000. Attorneys' fees for representation of an employee or eligible dependent in the mediation shall not be covered**.

- Consultation and, where appropriate, representation in family offense proceedings.

- Preparation of separation agreements.

- Consultation, and where appropriate, representation for legal guardianship petitions for developmentally disabled children of employees and eligible dependents.

In the event that two employees are involved as adversaries in the same controversy or proceeding, HSBP will reimburse each employee up to $1,500 for consultation and/or representation with an attorney of his or her choosing.

In the event that an employee and his or her eligible dependent are involved as adversaries in a controversy or proceeding other than a contested divorce, representation will be restricted to the employee, unless she or he signs a written consent declining representation and authorizing HSBP to represent the dependent instead.

Immigration

- Consultation regarding immigrant, non-immigrant, and visa-related issues, including J-1 waivers, political asylum and permanent residency applications.
- Consultation regarding citizenship applications.
- Representation on J-1 applications for employees and J-2 applications for eligible dependents.
- Representation on H-1B petitions for employees and related H-4 applications for eligible dependents. Representation is excluded for H-1B petitions for moonlighting, per diem and seasonal employment.
- Representation on H-4 applications for employees who are eligible for employment authorization pursuant to their H-4.
- Representation on family-based permanent residency petitions where the employee or eligible dependent is the beneficiary.
- Representation on K-3 petitions and related K-4 applications for employees and eligible dependents.
- Representation on diversity lottery cases where the employee or eligible dependent is the beneficiary.
- Representation on applications for employment authorization where the employee or eligible dependent is the beneficiary.
- Representation on initial applications for Deferred Action for Childhood Arrivals (DACA) applications, and extensions of DACA status.

Landlord-Tenant Problems

- Consultation and, where appropriate, negotiation regarding tenancy issues.
- Review of leases and related documents.
- Defense, where there is a reasonable legal basis, against eviction proceedings.
- Consultation and, where appropriate, representation in actions to compel landlords to make repairs and provide adequate services.

The coverage amount for such matters shall not exceed $10,000.
Legal fees in excess of $10,000 shall be the responsibility of the Employee or Eligible Dependent.

A cooperative or condominium owner shall be provided the same range of legal services as a tenant as long as the owner actually resides in that cooperative or condominium.

Medical Licensure

- Consultation and, where appropriate, representation before the New York or New Jersey medical licensing board in connection with an employee's application for a medical license.

- Consultation and, where appropriate, representation if an employee is reported to, or investigated by, New York State or New Jersey in connection with a medical-incident report or because of alleged professional medical misconduct.

The coverage amount for such matters shall not exceed $10,000.
Legal fees in excess of $10,000 shall be the responsibility of the Employee.

Name Changes

- Preparation and filing of court documents necessary to affect a legal change of name.

Real Estate

- Real estate is a covered matter for employees **only**.

- Legal representation for the purchase or sale of a single-family home, cooperative or condominium in New York, New Jersey or Connecticut. The home being purchased or sold must be the primary residence of the employee. **Legal representation for the refinancing of a home is not covered**.

- Legal representation in a foreclosure action in which a single-family home, cooperative or condominium in New York, New Jersey or Connecticut is the subject of a foreclosure proceeding and is owned by, and is the primary residence of, the employee. ***The coverage amount for foreclosure matters shall not exceed $2,500.***

Unemployment Benefits

- Consultation regarding unemployment benefits and related issues for eligible dependents.

Wills, Living Wills, and Powers of Attorney

- Preparation of simple wills and testamentary trusts in which the sole trust beneficiaries are minors at the time of the execution of the will.

- Preparation of living wills and health care proxies.

- Preparation of powers of attorney.

What Legal Services are Excluded or Limited?

Please note financial and legal considerations prevent CIRLS from handling all legal problems.

- Court representation is limited to the Bronx, Kings, Nassau, New York, Queens, Richmond and Westchester counties in New York and Bergen, Essex, Hudson, Middlesex, Morris, Passaic and Union counties in New Jersey.
- Cases arising outside of New York or New Jersey shall only be covered where appropriate.

Following are examples of excluded services:

1. Cases, such as personal injury claims, which commonly would be handled by a private attorney on a contingency fee basis.
2. Appeals from unfavorable court or administrative agency decisions.
3. Business, commercial, or professional matters, except for review of physician employment contracts.
4. Personal injury and property damage matters arising out of the ownership, control, or use of a vehicle.
5. Disputes with or claims against CIR, House Staff Benefits Plan (HSBP), the Voluntary Hospitals House Staff Benefits Plan (VHHSBP), Professional Educational Plan, Patient Care Trust Fund, a CIRLS cooperating attorney, the City of New York, employers that contribute to HSBP, or employers that contribute to the VHHSBP.
6. All income tax matters.
7. Any legal service not identified as a type of legal service covered above.
8. Under no circumstances will CIRLS cover cases which arise outside of the United States.

Claims Review and Appeal Procedure

If your claim is denied in whole or in part, HSBP 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 the Plan in determining requests for review of disputed claims.

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.

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 the HSBP, within sixty (60) days after receiving written notice of the Plan's action.**

Send your appeal to the CIR Legal Services Department at 10-27 46th Avenue, Suite 300-2, Attention Anita Eliot, Director of Legal Services, Long Island City, New York 11101, or email your appeal to cirls@cirseiu.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 the plan provisions on which the decision is based.

B. Discretionary Authority of the Trustees and their Designees

HSBP of the Committee of Interns and Residents (CIR) 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 HSBP 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 the Plan. 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 CIRLS Summary Plan Description.

The determination of HSBP 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 HSBP 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, HSBP 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

- The House Staff Benefits Plan of the Committee of Interns and Residents (HSBP) 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 names of the Trustees are available from the Benefits Office, and their address for HSBP business is:

  House Staff Benefits Plan10-27 46th Ave, Suite 300-2Long Island City, NY 11101

- The name of the Plan Administrator is the Board of Trustees of the House Staff Benefits Plan of the Committee of Interns and Residents. The address of the Board of Trustees and Benefits Office is:

  House Staff Benefits Plan10-27 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. You may send e-mail to benefits@cirbenefitfunds.org**.**

- The Employer Identification Number assigned by the Internal Revenue Service is EIN 13-6203291. The Plan number assigned by the Board of Trustees is 501. For purposes of maintaining the HSBP's fiscal records, the year-end date is December 31. The Board of Trustees has been designated as the agent for the service of legal process at its address above. Service of legal process may also be made upon an HSBP Trustee.

- Public employers make contributions to HSBP in accordance with Collective Bargaining Agreements between the Committee of Interns and Residents and themselves. The Collective Bargaining Agreements require contributions to the HSBP at fixed rates per year per employee. Presently New York City Health + Hospitals (NYC H+H), Westchester Medical Center, the Committee of Interns and Residents, and the House Staff Benefits Plan are participating employers.

- Benefits are provided from HSBP'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 covered employees and eligible dependents and defraying reasonable administrative expenses. Some of these benefits are provided through insurance policies.

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

- HSBP'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 in the eligibility section of this SPD.

- Employees and dependents may receive from the Plan Administrator, upon written request, information as to whether a particular employer is a participating employer in HSBP and, if so, the participating employer's address. Employees and dependents may receive from the Plan Administrator, upon written request, a complete list of the employers participating in HSBP. HSBP 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 Plan Administrator, and is available for examination by employees and dependents.

- HSBP is an employee welfare benefit plan and some components are group health plans.

Statement of Participant's Rights

The House Staff Benefits Plan of the Committee of Interns and Residents is not covered by the Employee Retirement Income Security Act of 1974 (ERISA) because the House Staff Benefits Plan covers governmental employees. The Trustees have agreed, however, to afford 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 HSBP plan documents, including insurance contracts, collective bargaining agreements and other documents such as annual reports and plan descriptions.

- Obtain copies of all HSBP documents and other plan information upon written request to the Plan Manager. The Plan Manager may make a reasonable charge for the copies.

- The Trustees who operate your HSBP, called "fiduciaries," recognize that they have a duty to do so prudently and in the interest of you and other HBSP employees and beneficiaries. 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 HSBP. 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 HSBP review and reconsider your claim and you have a right to appeal the decision to the Board of Trustees.



Committee of Interns and Residents
CIR Legal Services

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: cirseiu.org/benefits/