



KATY MEMORIAL HOSPITAL, DENISON, TEXAS

MISSOURI-KANSAS-TEXAS RAILROAD

Employees' Hospital Association



**CHARTER, BY-LAWS AND RULES
AND REGULATIONS**



KATY MEMORIAL HOSPITAL, PARSONS, KANSAS

MISSOURI-KANSAS-TEXAS RAILROAD

Employees' Hospital Association



**CHARTER, BY-LAWS AND RULES
AND REGULATIONS**



ADOPTED MAY 17, 1923
AMENDED TO JULY 1, 1973

Employees' Hospital Association

CHARTERED UNDER THE LAWS OF
MISSOURI, 1913

CHARTER, BY-LAWS AND RULES AND REGULATIONS

ADOPTED MAY 17, 1923

AMENDED:

July 11, 1923	January 13, 1939
October 10, 1923	February 23, 1940
April 9, 1924	October 28, 1941
October 8, 1924	February 19, 1942
April 15, 1926	February 18, 1943
October 27, 1926	February 16, 1944
April 17, 1927	February 22, 1945
January 11, 1928	February 21, 1947
January 8, 1930	June 16, 1948
July 9, 1930	February 17, 1950
January 14, 1931	April 29, 1955
March 10, 1931	May 23, 1957
July 11, 1934	March 3, 1960
February 19, 1937	October 25, 1963
March 22, 1938	February 18, 1965

NOTICE—IMPORTANT

READ CAREFULLY YOUR RULES AND REGULATIONS

Keep your book where you can find it if needed.

Talk freely with your wife and family, advising them what to do when you are seriously sick or badly injured.

If an emergency arises and if for any reason you cannot secure the services of an Association Doctor at that time, you must notify the Association Doctor at the earliest possible moment. If unable to contact him at once, contact the Association Administrator in Denison, Texas for information.

If you have questions to ask concerning your Association, please feel free to talk with the Administrator.

REMEMBER

We have well equipped hospitals. Take advantage of them when sick or injured, and do not postpone going until it is too late. These hospitals are yours—use them when needed.

ALVA GUMM,
Administrator

Telephone: Area Code 214—465-5585

BOARD OF TRUSTEES
MISSOURI-KANSAS-TEXAS
RAILROAD EMPLOYEES'
HOSPITAL ASSOCIATION

NOVEMBER 1, 1973

C. C. KELLY Conductors	Parsons, Kans.
C. H. FOREMAN, Brakemen, Switchmen and Other Trainmen	Parsons, Kans.
BILL H. HOLT, Engineers	Denison, Texas
FRED RUCKER Fireman	Denison, Texas
A. W. RILEY, Linemen, Telegraphers	Muskogee, Okla.
J. L. STICE, Metal Crafts and Car Department Workers	Parsons, Kans.
JOHN P. SELF, Bridge, Building, Construction and Trackmen	Denison, Texas
BILLY SOUTHARD, Clerks, General Office, Store and Station Employees	Denison, Texas
H. E. WRIGHT, Signalmen	Denison, Texas
BILLY REDDING, Supervisory Officers and other Employees Not Represented Above	Denison, Texas

OFFICERS

C. H. FOREMAN, President	Parsons, Kans.
H. E. WRIGHT, Vice President	Denison, Texas

Executive Committee

C. H. FOREMAN, Chairman
ALVA P. GUMM, Secretary
Billy Southard, H. E. Wright, Billy Redding, John Self

Law Committee

H. E. Wright, Billy Redding, John Self

Alva P. Gumm, Administrator, Ex-Officio
 Member of the Board and Executive
 Committee

Billy D. Hutson — Associate Administrator

CHARTER AND ARTICLES OF
INCORPORATION
of the
**MISSOURI-KANSAS-TEXAS
RAILROAD EMPLOYEES'
HOSPITAL ASSOCIATION**

I

The name of this non-profit corporation shall be Missouri-Kansas-Texas Railroad Employees' Hospital Association.

II

The purpose for which this non-profit corporation is formed are for the support of a benevolent and fraternal-beneficial undertaking in this:

(a) To provide medical and surgical treatment and care for its members and others who may require medical or surgical treatment to such extent only, and under such rules and regulations as may be prescribed from time to time by the Trustees of this non-profit corporation, and, to that end, to hold, acquire by purchase, gift, grant, or otherwise, and erect, maintain or contract for suitable buildings for hospitals and other purposes at suitable points along the lines of the Missouri-Kansas-Texas Railroad Company and its branches, and to furnish such other additional privileges and benefits to said members and others as may from time to time be directed by the Board of Trustees of this non-profit Corporation: provided always that such additional benefits and advantages shall not be inconsistent with nor interfere with the main object of this non-profit corporation as hereinbefore express, and

(b) To provide hospital facilities for the care of the general public to such extent only, and under such rules and regulations as may be prescribed from time to time by the Trustees of this non-profit corporation consistent with the various state and other subdivision statutes, rules and regulations, and orders, and, to that end, to hold, acquire, by purchase, gift, grant, or otherwise, and erect, maintain, or contract for suitable buildings for such hospital facilities.

III

The non-profit Corporation shall maintain a main office in the City of Denison, Texas, and an office for service in the City of Kansas City in the

State of Missouri. The places where the business of the non-profit Corporation is to be transacted are in the Cities of Denison, Texas, Parsons, Kansas and Kansas City, Missouri, and such other places as may be deemed necessary and expedient along the lines of the Missouri-Kansas-Texas Railroad Company and their leased and operated lines in the States of Missouri, Kansas, Oklahoma, and Texas and in other States and Territories of the United States into or through which the lines of said Railroad or any of its leased or operated lines may hereafter be extended, constructed or operated.

IV

The term for which this non-profit Corporation is to exist is perpetual.

V

The business of the non-profit Corporation shall be managed and controlled by the Board of Trustees, composed of ten members, elected, appointed or designated in such manner as may be provided by the By-Laws of this non-profit Corporation.

VI

There shall be no capital stock of this non-profit Corporation but the necessary funds therefor shall be raised in such manner as may be provided by its By-Laws, and the business of the non-profit Corporation shall be managed and conducted by its Trustees. All funds received in any manner shall be used to conduct the business of this non-profit Corporation.

VII

The By-Laws, rules and regulations for the government of this non-profit Corporation shall first be adopted by the Board of Trustees and the same shall be, and remain in full force until amended, changed, or repealed in the manner provided in the By-Laws.

**MISSOURI-KANSAS-TEXAS
RAILROAD EMPLOYEES'
HOSPITAL ASSOCIATION**

BY-LAWS

ARTICLE 1

Object

Section 1. The object of this Association shall be to furnish medical and surgical attention to sick or injured members or others in accordance with the Charter, by-laws, rule and regulations hereinafter set out, or which may from time to time be authorized and approved by the Board of Trustees.

ARTICLE 2

Membership

Section 1. All officers and employees of the Missouri-Kansas-Texas Railroad Company, the employees of their leased, operated and associated lines, employees of the Missouri-Kansas-Texas Railroad Employees' Hospital Association, employees of such other lines and companies in which the Missouri-Kansas-Texas Railroad Company owns a majority of the stock, and such individuals or groups of individuals as the Board of Trustees may authorize from time to time, are eligible for membership.

Section 2: Any paid officer or employee of any labor organization in which the Railroad Companies' employees hold membership, who is, by agreement, on leave of absence from the Missouri-Kansas-Texas Railroad Company is eligible for membership.

Section 3. Members who retire in accordance with the provisions of the Railroad Retirement Act are eligible to continue their membership, upon payment of the prescribed dues in advance, which shall be the same for all members.

Section 4. Members on furlough, sick leave, or leave of absence, are eligible to continue their membership upon payment of the prescribed dues in advance, which shall be the same for all members.

Section 5. Members held out of service or discharged shall be entitled to continue membership on the same basis as retired or furloughed employees.

Section 6. Any others not meeting the requirements of Section 1, 2, 3, 4, or 5, receiving benefits or services from the Association shall be charged for same at rates prescribed by the Administrator.

ARTICLE 3

Board of Trustees

Section 1. The affairs of this Association shall be under the management and control of a Board of Trustees, consisting of 10 members who shall qualify for membership on the Board of Trustees by meeting the requirements of Article 2, Sections 1 through 6 of these By-Laws.

Section 2. The contributing employees of each organization listed below shall elect one (1) Trustee from each organization in accordance with their respective Constitutions and By-Laws.

1. Conductors.
2. Brakemen, Switchmen and other Trainmen.
3. Engineers.
4. Firemen.
5. Levermen and Linemen.
6. Metal Crafts and Car Department Workers.
7. Bridge, Building, Construction and Trackmen.
8. Clerks, General Office, Store and Station Employees,
Station Agents, Telegraphers.
9. Signal Men.

Section 3. Supervisory officers and other members not represented above, who have been granted membership in the Association by action of the Board of Trustees, shall elect one Trustee.

Section 4. The Administrator shall be appointed by the Board of Trustees and said Administrator shall be a member of this Board with voice but no vote.

Section 5. Certificates of election shall be approved by the General Chairman of each organization provided such organization is representative of the entire group, or by the President of the Federation in the event that several organizations are representative of the grouping set out above. Certificates of election shall be delivered to the Secretary of the Board on or before February 1, following the election of the Board members thus provided for.

Section 6. The nomination of the Trustee representing the Supervisory Officers and others, as provided for in Section 3, shall be held in the month of December and similiary in each third succeeding December thereafter.

Section 7. Members of the Board of Trustees shall serve for a period of three years or until their successors are duly qualified.

ARTICLE 4

Vacancies—How Filled

Section 1. If a vacancy occurs for any reason such vacancy shall be filled by the employees in the branch of service affected, for the unexpired term, according to the method provided for the nomination and election of Trustees.

Section 2. All committee vacancies shall be filled by the President, subject to confirmation at the next meeting of the Board of Trustees.

ARTICLE 5

Salaries of Trustees

The salaries or expenses paid to the Trustees shall be fixed by the Board of Trustees at any regular meeting thereof.

ARTICLE 6

Officers and Standing Committees

Section 1. The Board of Trustees shall elect a President, a Vice President, a Secretary-Treasurer, an Executive Committee and a Law Committee. The office of Secretary-Treasurer shall be assumed by the Association Administrator.

Section 2. The Officers shall be elected triennially by the Board of Trustees at an annual meeting and shall hold office for three (3) years, or until their successors are elected. Vacancies caused by resignation or death shall be filled at the next regular or duly called meeting of the Board of Trustees. All vacancies thus filled shall be for the unexpired term.

Section 3. All officers and members of standing committees shall be elected from the Board of Trustees, except the Secretary-Treasurer (Administrator).

ARTICLE 7

Duties of Officers

Section 1. The President shall preside at all meetings of the Board of Trustees, and at all meetings of the Executive Committee. He may require reporting on all matters affecting the business affairs of the Association from any officer or any person employed by the Association, and he shall perform other such duties as the Board may direct.

Section 2. The Vice President shall assume the duties of the President during his absence.

Section 3. (a) The Administrator shall have active administration of the

Hospital Association in connection with all business affairs; the Administrator will have supervision over all employees of the Association, subject to the approval of the Board of Trustees. He shall have broad overall management authority and responsibility for the efficient operation of all hospital and medical activities of the Association. The Administrator shall be the custodian of all monies and securities, and shall keep proper accounting records of such finances and funds. He shall be authorized to pay vouchers for the Association and shall give bond for the faithful discharge of his duties. He shall, under the direction of the Board of Trustees, deposit and disburse such monies and securities received by the Association and make a full report of same at the close of each fiscal year.

The Administrator shall be responsible for securing adequate insurance on the property of the Association, keeping same in full force and effect.

(b) The Administrator shall, in company with the President, at least once a year, make a check of the securities or other papers of value held in trust by the Administrator for account of the Association. The accounts and/or assets of the Association will be examined by a Certified Public Accountant when so ordered by the Board of Trustees. This Certified Public Accountant shall be selected by the Board of Trustees.

(c) The Administrator as Secretary to the Board of Trustees shall have charge of all records of the Board of Trustees and shall attend to such other duties as may be assigned by the Board.

(d) The duties and responsibilities of the Treasurer to the Association are those of the Administrator.

Section 4. The Administrator shall exercise supervision and control over the active management of the Association; shall issue such rules and regulations as may be deemed necessary, subject to the approval of the Board of Trustees, each member of which shall be given a copy of such directives within five (5) days of their issuance; shall certify to the correctness of all bills and accounts; and shall keep such reports and records as may be required.

Section 5. The salary of the Administrator shall be determined by the Board of Trustees.

ARTICLE 8

Standing Committees

Section 1. The Executive Committee shall consist of four Trustees to be selected by the Board of Trustees to which shall be added the President of the Board and the Administrator; the Administrator to have voice but no vote. They shall transact such business as may be assigned them by the Board of Trustees with full power to act in conformity with By-Laws. They shall meet at such times and places as may be designated or on call of the Presi-

dent, and whenever two members of the Executive Committee request a meeting, the President shall call same.

Section 2. The Law Committee shall consist of three Trustees, whose Chairman shall be selected by the Committee. They shall consider or recommend changes in the Association laws, and shall report to the Board of Trustees at any meeting subsequent. The Law Committee shall meet upon the call of its Chairman. This committee shall not be required to report to the Board of Trustees on any proposition submitted within ninety (90) days of a duly called meeting. The Law Committee shall submit to the Trustees all proposed changes in By-Laws not less than fifteen (15) days in advance of the meeting at which such changes are to be considered.

ARTICLE 9

Medical Staff

Section 1. The Medical Staff shall be composed of such physicians as may be appointed by the Administrator, subject to approval by the Board of Trustees.

Section 2. The Administrator will appoint and fix the compensation of all members of the medical, clerical, nursing and hospital staff, subject to approval of the Board of Trustees, and the Administrator will be responsible for the efficient operation of all departments of the Association.

ARTICLE 10

Funds

There being no capital stock of this Association, the necessary funds for its operation shall be raised in such manner as may be determined by the Board of Trustees, which shall be used solely in carrying out the purposes and objects of the Association, as stated in its Articles of Incorporation and these By-Laws.

ARTICLE 11

Complaints and Claims

Section 1. Complaints by members shall be addressed in writing to the Administrator for consideration by the Board of Trustees.

Section 2. Claims by members should be presented in writing to the Administrator stating all facts in connection therewith. If the Administrator declines or fails to take action on such claims, appeal may be made to the board of Trustees through the Association Secretary. In the event the Board of Trustees likewise declines the claim, their action will be final. All claims must be presented to the Administrator within ninety (90) days of the time

that the cause for the claim arose. All appeals must be made within thirty (30) days from date of notice that claim has been denied by the Administrator.

ARTICLE 12

Meetings

Section 1. Semi-annual meetings of the Board of Trustees shall be called by the Secretary and each Trustee furnished a copy of calls, at least fifteen (15) days prior to such meetings, which will be held on the third Wednesday in March and the third Wednesday in September each year at the Denison Hospital unless otherwise designated by the President.

Section 2. Special meetings of the Board of Trustees may be called by the President on his own motion, or shall be called by the Secretary at the home office of the Association on the written application of any five (5) Trustees. If the Secretary fails or refuses to call a special meeting, upon the application of five (5) Trustees, then in event a notice signed by five (5) Trustees, addressed to the entire membership of the Board of Trustees shall constitute a legal call for a special meeting. At least fifteen (15) day notice of all meetings shall be given each Trustee, except that a meeting called on less than fifteen (15) days notice will be valid if waiver of such notice is signed by at least two-thirds of the Trustees.

Section 3. Six (6) Trustees will constitute a quorum at all meetings of the Board.

Section 4. Copies of minutes of all meetings of the Board of Trustees shall be submitted by the Secretary as promptly as possible to all Trustees and not to exceed fifty (50) copies will be supplied to interested organizations as designated by their respective Trustee.

ARTICLE 13

Benefits

"Effective July 1, 1973, all members shall be entitled to medical-surgical and hospital expenses to the extent provided under this Article, except that expenses under Public Law 89-97 (commonly called Medicare Part A - hospital and/or Part B-Medicare) are excluded. Expenses covered by Part B of Medicare at a cost of \$6.30 per month (or any such amount as may be determined at a future date for Part B of Medicare coverage) are not covered even though the member may not have elected to enroll in Part B of Medicare. The same is true for disabled members under 65 years of age who are eligible to enroll in Medicare."

(b) Benefits under Public Law 89-97 (Medicare) for services rendered at Association Hospitals will accrue to the Association. Members upon receiving treatment at the expense of the Association shall execute any required authorization to enable the Association to recover its expenses to the extent covered by the Medicare Program.

(c) Members desiring the services of the Association shall present to the Association Hospital or local physician, evidence of dues payment, certifying that they are members of the Association with dues paid to date and are entitled to receive Association services.

(d) Association members will receive services from the Association Staff only upon presentation of evidence of dues payment.

Section 2

- (a) When an employee eligible for benefits secures treatment from other than Association physicians and is hospitalized by a physician of his own choice at points away from Denison and Parsons:
- (b) **Hospital Expense Benefits** - Hospital's daily charge for semi-private room and other charges up to \$1,250.00 and 80% of such charges over \$1250.00 up to the maximum of \$2,000.00 including intensive care, but no "take Home" drugs, TV, or phone charges.
- (c) **Out Patient Benefits** - Up to \$5.00 per office visit plus X-ray and Laboratory charges as set forth below.
- (d) **Surgical Expense Benefits** - 80% of reasonable charges for the geographical area using Medicare profile allowances as a basis, up to a maximum of \$750.00.
- (e) **Anesthesia** - Reasonable charges for the geographical area with a maximum of 25% of the allowed surgical fee, maximum \$187.50.
- (f) **Radiation Therapy Benefits** - 100% of charges up to \$400.00 and 80% of all charges over \$400.00.
- (g) **Medical Expense Benefits** - Physician visits in hospital up to \$15.00 for admission and \$5.00 per day for visits on patients not having surgery.
- (h) **Out-Patient X-ray and Lab** - 100% of such charges up to \$150.00 then 80% of all charges over that sum.
- (i) **Blood** - To be furnished.
- (j) **Ambulance to hospital** - \$25.00 each trip to hospital.
- (k) **Psychiatric care** - Hospital same as other illness but with a \$1,500.00 limit on payments to hospital. Professional service - 50% of reasonable charges for the geographical area with a maximum of \$500.00.
- (l) **For Referral Surgery** - Or emergency hospital care, charges for semi-

private room and other charges up to \$2,000.00 plus 80% of charges in excess thereof, with a maximum of \$3,000.00 including intensive care, but not including "take home" medications, cots etc. Referral surgery will be paid up to \$750.00. Effective January 1, 1974 the last sentence will read "Referral surgery will be paid up to \$750.00 plus 80% of the excess to a maximum of \$1500.00 plus 25% of allowed surgical fee for anesthesia to a maximum of \$375.00."

(m) **Benefits will be coordinated with Group Plans** - Excluded would be dental services, cosmetic surgery (except repairs of injuries sustained while a member of the Association), glasses hearing aids, podiatrists, chiropodists, kidney transplants, heart transplants, and other such major procedures.

(n) Members securing services of someone other than an Association doctor at hospital points will be allowed 80% of reasonable charge for services rendered, but not more than amounts allowed for surgery and/or medical services (being defined as services of the physician, not Laboratory or X-ray or other hospital expenses) at other than hospital points. This means that member using private physicians at Parsons or Denison should have their Laboratory or X-ray examinations at our hospitals, and office visits will be paid at 80% but not more than \$5.00 and office surgeries 80% of reasonable charges, etc. All of the above cited benefits are to be applied on a calendar year basis with a \$25,000.00 maximum lifetime benefit.

Paragraph a thru n do not apply to members covered under Part A or Part B of Medicare.

(o) Members requiring cataract operations, will be afforded that service at our Denison Hospital only.

Section 4. Only members hospitalized under the rules of the Association in Association Hospitals will be furnished drugs and medicines without cost.

Section 5. (a) In emergencies, ambulance service will be provided members of Association for prompt removal to an Association Hospital or other hospital when approved by the Administrator.

(b) The Association will reimburse bus or other public transportation other than taxi cab fare up to \$20.00 for round trip expenses to either Association Hospital if admitted for hospitalization or if the trip was at the specific request of an Association Staff Doctor at one of the Association Hospitals. Members who elect to use automobiles will be reimbursed at the equivalent rate for round trip bus fare, however, the reimbursement will apply only once for each occasion, even though more than one member uses the same automobile.

Section 6. Emergency care in Association Hospitals will be provided when necessary by a non-staff physician when a regular member of the staff is not available. The responsibility of the Association for such service will be limited to the immediate emergency.

Section 7. X-ray examinations and laboratory work in Association Hospitals will only be performed upon the specific orders of the attending physician.

Section 8. No dental service nor dental X-ray examinations will be provided by the Association.

Section 9. (a) Appliances indispensable to the treatment of fractures and orthopedic conditions will be furnished but once to the same person for the same condition.

(b) Crutches may be loaned to members and a receipt taken therefor on proper form. When such crutches are no longer necessary they shall be returned to the Association Hospital, and if not returned, a bill will be rendered against the member for actual cost of the crutches.

(c) No trusses or hernia appliances will be provided.

(d) No prosthetic appliances will be provided.

(e) No hearing aids will be provided.

(f) No eye glasses or prostheses will be provided, or examination for same.

Section 10. (a) Members will be officially admitted to Association Hospitals only by direction of a duly authorized member of the medical staff of such hospitals.

(b) Members will be discharged from hospitals when in the opinion of the attending physician further hospitalization is no longer necessary. Patients shall be required to vacate immediately after discharge, with failure to do so constituting a violation of the rules of the Association, which will result in the patient's liability to pay for all expenses connected with his care subsequent to date discharged.

Section 11. Special nurses may be provided at the expense of the Association in emergency cases only, when patients are confined in Association Hospitals or at other points.

Such emergency must be clearly shown, but in no case will the Association pay for special nursing service beyond a period of seventy-two (72) hours.

The Association will not be liable for Special Nurses unless they are specifically needed and ordered by the attending physician.

Section 13. Patients in Association or contract hospitals shall be governed by the rules of the Association. Members violating the rules by making themselves obnoxious or becoming obstreperous or refusing to follow the orders of the doctors or the staff shall be discharged and refused further aid from the Association. Their conduct will be a subject for immediate review by the Administrator, who shall prescribe action and make a full report to the Board of Trustees.

Section 14. Benefits shall not be given members for conditions due to

intoxication, unlawful acts, or misconduct.

Section 15. The Association will not treat acute or chronic cases of alcoholism and will not provide treatment for physical disability resulting from drug addiction.

(a) Members confined in hospital or institutions for the insane or feeble minded will not be entitled to any of the benefits of the Association while confined in such hospitals or institutes, neither will they be required to pay any assessments while patients in such institutions.

Section 17. Hospitalization will not be provided for chronic incurable conditions requiring only custodial care.

Section 18. Members with pulmonary tuberculosis not requiring hospitalization will be treated by Association doctors.

Section 19. Members with other contagious diseases shall not be received at the Association Hospitals, but will be treated by Association doctors and any expense incurred for treatment by Association doctors will be assumed by the Association.

Section 20. The Association will not provide prenatal, obstetrical or post partum care.

Section 21. The Association maintains a Pharmacy at both Association Hospitals, Denison, Texas and Parsons, Kansas. Pharmacy privileges are extended to members and their dependents, including their beneficiaries, upon presentation of prescriptions signed by a doctor, at the price charged members of the Association and authorized by the Board of Trustees. (Generic prescriptions are recommended.)

(Any of the above services will only be afforded upon presentation of current evidence of dues payment which will be issued by the Administration upon the member having paid the dues and/or fees, paycheck stub showing dues deduction will be sufficient evidence.)

ARTICLE 14

Reports

A member hospitalized and given medical or surgical attention will be furnished with a carbon, or photostatic copy, of any and all reports, records, etc., furnished any other person. The above to be furnished the member in the same manner as it is furnished other persons, business groups or companies.

ARTICLE 15

Limitations of Liability

Section 1. No liability, either individually or collectively, shall attach to

the Trustees or officers of the Missouri-Kansas-Texas Railroad Employees' Hospital Association by reason of the failure of the Association to give service or discharge any legal obligation resting upon it, nor shall any liability attach to any such Trustee because of any act of his when acting as such.

Section 2. The liability of this Association shall be limited to the amount of funds collected from contributions in the manner herein provided and remaining at the time in the treasury.

Section 3. In cases where the Association fails to give service, or when its agents fail to observe its laws, the Association will not be liable for damages caused thereby beyond the amount that has been paid into the Association by the aggrieved member, except that such additional damages may be paid when in the judgment of the Board of Trustees the damage sought are just and reasonable.

Section 4. The Hospital Association makes no provision for the safety or care of valuables such as watches, jewelry, money or valuable papers. No officer or member of the Hospital Association Staff is authorized to receive for safe keeping any article of value such as watches, jewelry, money or valuable papers. Members entrusting such valuables to any officer or member of the Hospital Association Staff or other person connected with the Association do so at their own risk, and the Association assumes no responsibility therefor.

ARTICLE 16

Corporate Seal

The corporate seal of the corporation shall be circular in form with the words "Missouri-Kansas-Texas Railroad Employees' Hospital Association" around the circumference, and the word "seal" and the figures "1913" in the center.

ARTICLE 17

Membership Dues, and or Fees

Membership dues shall be payable monthly in advance and shall be collected in such manner as may be authorized by the board of Trustees.

Members must submit dues directly to the Association Office or at such other places that may be designated by the Administrator, except that members actively employed by the Missouri-Kansas-Texas Railroad Company will have their dues, or their portion of the dues in cases where, by agreement, the Carrier pays a portion of their dues, deducted from their paycheck by payroll deduction.

Membership of new employees entering services will commence on the first day of the first month following the date of entering service providing other requirements of the Association By-Laws are complied with.

Effective November 1, 1973, membership dues shall be \$12.50 per month for members who are enrolled in Medicare Part B and receiving Railroad Retirement and Social Security annuities. Dues for members off on disability shall be \$18.50 per month. Membership dues for all others shall be \$23.75 per month. The Association shall remit to the appropriate government agency \$6.50 per month for members still actively employed who are enrolled in Part B of Medicare, provided Association membership dues have been paid and provided further that this arrangement is agreed to by the appropriate government agency.

Unearned dues for a period of one month or more will be refunded by the Association upon application of the legal representative of the estate of the deceased member. In computing dues refundable hereunder, fractions of months shall be disregarded.

As a matter of grace, delinquent dues from members will be accepted for a period of (30) thirty days from the time originally due.

When hospital personnel are required to complete a personal insurance claim or other document, a fee of \$1.00 will be charged, except Railroad Retirement Forms.

Reproduction of medical records will, upon request, be furnished to the member at actual cost to the Association.

ARTICLE 18

Reinstatements

Former members who have not been delinquent for more than five (5) years and who are under age 60 and are not employed by the Missouri-Kansas-Texas Railroad Company may again become entitled to such benefits upon making written application to the Administrator of the Association for reinstatement which shall be accompanied by a certificate from a Hospital Association Doctor, procured at the individual's expense, to the effect that such individual is in good physical condition, and upon paying to the Treasurer of the Association dues for three months effective the first month following such advance on condition that a member so reinstated will not be entitled to receive major surgical operation during the first three-month period at the expense of the Association. The Association shall not assume any responsibility or liability for treatment or hospital services, for any physical condition, whether due to accident or illness, that had its origin during the member's period of delinquency.

In event the application of such individual for reinstatement is declined by the Administrator of the Association, an appeal may be taken to the Board of

Trustees from such decision, provided such appeal if filed in writing with the Secretary of the Association within thirty (30) days thereafter, and such appeal shall be passed upon by the Board of Trustees at its next meeting. Pending decision of such appeal by the Board of Trustees, no benefits shall be accorded such individual, nor shall such individual be required to pay monthly assessments accruing during such time. If such individual is reinstated by the Board of Trustees, he shall pay the advance payment set forth in paragraph (a) subject to the conditions prescribed therein. If reinstatement is declined by the Board of Trustees, the Treasurer shall return the amount so paid to such individual.

Article 18, Paragraph 4

Effective January 1, 1972

New employees or furloughed employees may join the Association within ninety days from the date of their employment or return to service.

Employees currently employed who are not members or who elect not to join during the initial enrollment period as described above, may enroll only in January of any given year.

ARTICLE 19

Amendments

These By-laws may be altered, amended or repealed by the Board of Trustees at any annual meetings, or at special meetings called for that purpose, by a favorable vote of three-fifths (3/5) of the Trustees.

ARTICLE 20

Subrogation

Care or treatment of a member on account of injuries or disability for which some other person, firm, corporation, association or company is both legally and financially responsible, will be rendered upon the condition that the Hospital Association shall be subrogated to the member's claim and have the right to recover from such person, firm, corporation, association or company the full value of the medical and hospital services rendered by the Association, and that the member will execute such written authority or assignment, and take any and all necessary action, as may be required to enable the Association to recover the same, and, if the member shall himself be paid by or recover from such other persons, firm, corporation, association or company for the value of such medical and hospital services, that he will reimburse the Association therefor.

Nothing in this article shall apply against any sums received by a member under hospital and surgical insurance carried by the member.

ARTICLE 21

Order of Business

- (a) 1. Roll Call
 2. Invocation
 3. Election of Officers.
 4. Reading of Minutes of last semi-annual and special meetings.
 5. Report of President.
 6. Report of Executive Committee.
 7. Report of Miscellaneous Committee.
 8. Unfinished Business
 9. New Business
 10. Adjournment.
- (b) All meetings to be conducted under Robert's Rules of Order.

Definitions

"Association" shall mean the Missouri-Kansas-Texas Railroad Employees' Hospital Association.

"Association Physician" or "Association Doctor" shall mean a physician with the degree of Doctor of Medicine who is currently licensed by the State of Texas or the State of Kansas and whose residence is either Parsons, Kansas or Denison, Texas, and who is employed by the Association.

"Association Hospital" shall mean the Association Hospital located at either Parsons, Kansas, or Denison, Texas.

"Trustee" shall mean a person who has been elected in accordance with the By-Laws of the "Association" as outlined in Article 3.

"Medical and Surgical" treatment shall mean treatment rendered by a physician with the degree of Doctor of Medicine.

Instructions for members under 65 filing claims from off line and non-hospital Points -

Out-patient benefit - i. e., Office visits with Doctor, Laboratory work, etc., should be itemized and show the date and to whom the services were rendered. Bills from Chiropractic doctors will not be reimbursed. Statements or receipts not itemized, showing who received services, will be returned. Bills for voluntary sterilization or insertion of devices for birth control are not reimbursable.

In-patient hospital statements may be submitted on standard hospital insurance forms unless the statement is accompanied by an emergency certification it will be processed as an elective hospital stay which carries lesser benefits. If the member is covered by group insurance carried by their spouse

the Association becomes secondary carrier and benefits are co-ordinated with the other plan as primary carrier.

Procedure for Filing Claim for Members covered by Medicare -

Doctor office visits must first be filed with Medicare. If the doctor participates in the Health Insurance Program for Aged, he will file the claim for the member. If the physician used does not participate in the Medicare Program, it is necessary for the member to pay the physician and file the claim with Medicare. Medicare will then notify the member that this amount has been applied to his deductible or will send a check for 80% of the amount. The members claim may then be sent to the Association for payment of either the amount applied toward the deductible or the 20% co-insurance not paid by Medicare. The claim to the Association must be supported with a copy of the notice from Medicare as to what was paid. In the event the physician files with Medicare, he probably will bill the member or the Association for the deductible and/or co-insurance, but this too, must be supported by copy of notice from Medicare as to what was paid. It is most important that these claims be filed first with Medicare to be sure that the charges are applied to the member's deductible, since none of us can predict how much or how little one might use a physician during the year.

On hospitalization, the hospital must file claim with Medicare for their charges and bill the Association or member for the deductible charges, and if the member pays the deductible, he may file with the Association along with a copy of the hospital bill showing charges and Medicare payment.

We, C. H. Foreman, President and Alva P. Gumm, Secretary of Missouri-Kansas-Texas Railroad Employees' Hospital Association hereby certify that the foregoing pages 1 to 33, inclusive, contain a full, true and complete copy of the Charter, By-Laws and Rules and Regulations of said Association as amended to July 1, 1973.

IN WITNESS THEREOF, we have hereunto subscribed our names and affixed the corporate seal of said Association this 1st day of November, 1969.

C. H. FOREMAN
President

ATTEST:

ALVA P. GUMM
Secretary

The employees of the Association want to render a fast and efficient service to the Members of the Association.

It will assist us greatly in doing this if you will follow the suggestions outlined on the next page for addressing mail to us.

Your name
Street or Box
City and State

Membership number

M-K-T Railroad Employee's Hospital Ass'n.
P. O. Box 340
Denison, Texas 75020

In the lower left hand corner of your envelope please indicate the nature of your letter, that is

DUES—when you are sending in your dues payment. (This will sometimes save us a full day in getting your receipt (Form 2005) back to you.)

PHARMACY—when sending in a prescription, re-fill prescription, or paying for drugs previously ordered. (This will also save a full day in many cases in getting your prescriptions and drugs back to you.)

INSURANCE—when you have a question about an insurance claim that we have filed for you while you were confined to the Association Hospital, Railroad Retirement Forms that require information from the Ass'n and correspondence concerning claims under Article 20. (Remember the Association charges a fee of \$1.00 on all personal insurance claims only. This does not apply to Railroad Retirement forms.)

CONTROLLER—when you have a question about the following:
1. Dues, receipt for dues, and amount of dues to be paid.
2. When you wish to present a claim for services you have received from your personal physician or local hospital.
3. Any question concerning our accounting procedure.

MEDICAL REPORT—when you need information concerning your admission to the Association Hospitals or information from your medical records in dealing with the Railroad Retirement Board.

ADMINISTRATOR—when you have a question that is not covered by any of the above.

Schedule of Dues

Under current agreement with all crafts, members working for the Railroad pay \$10.00 per month and the Railroad pays \$13.75 per month. When the member is not working, he is responsible for paying entire amount of dues.

Actively employed member	\$23.75
Disabled member	\$18.50
Member enrolled in Part A & B of Medicare	\$12.50

BOARD OF TRUSTEES 1972 - 1973

