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Other Important Telephone Numbers

EHO / Expedite Rx (Pharmacy Plan)..... 1-800-650-1817

Quality Improvement Organization / QIO.....1-800-647-8089

Railroad Part B Medicare..... 1-800-833-4455

Railroad Retirement Board Decatur, IL.....1-877-772-5772

Railroad Retirement Board-Indianapolis, IN.....1-877-772-5772

Railroad Retirement Board-Detroit, MI.....1-877-772-5772

Railroad Retirement Board-Kansas City, MO.....1-877-772-5772

Railroad Retirement Board-St. Louis, MO.....1-877-772-5772

Senior Health Info Program - Illinois.....1-800-548-9034

Social Security Administration - Illinois.....1-800-772-1213

INTRODUCTION

Purpose of Plan The Plan exists to provide healthcare benefits for employees and retirees (and their dependents) of the Wabash, St. Louis and Pacific Railroad Company. Such benefits will be provided in accordance with the rules, regulations and bylaws of the Association as approved by the Board of Managers.

Future of Plan Assets of Wabash Memorial Hospital Association are held in Trust by the Hickory Point Bank and Trust Company. While Wabash intends to continue the Plan indefinitely, it reserves the right to terminate or amend the Plan for any reason. If Wabash terminates or amends the Plan, benefits under the Plan would cease or change. Any remaining assets would be subject to disposition in accordance with Department of Labor requirements.

Wabash may also increase the required employee or retiree contributions at any time. Similarly, Norfolk Southern Corporation can take any such actions with respect to its employees. Every effort will be made to provide Plan participants with reasonable notice of any such change.

Service Area Generally the Service Area is considered to be anywhere there are Medicare Participating Providers.

MEMBERSHIP BASICS

Eligibility - Wabash membership is available to any former Wabash, Norfolk and Western or Norfolk Southern Corporation employee and certain other Railroad retirees and their spouses and dependents having Medicare eligibility who may not have coverage available through another Railroad Hospital Association. More specifically:

(a) Any former agreement or non-agreement employee on any territory of the Norfolk Southern Corporation is eligible for Wabash membership if they:

- 1) Are eligible for Medicare
- 2) Are receiving a pension from the Railroad Retirement Board

(b) Medicare eligible spouses or widows / widowers of former employees

(c) Medicare eligible dependents of former employees

(d) Medicare eligible former employees of Wabash with no less than five years of service

(e) Medicare eligible spouses or widows / widowers or dependents of former Wabash employees with no less than five years of service

(f) Medicare eligible parents and parents-in-law of any Wabash member

Enrollment - Current Wabash members may convert to one of our Medicare Supplemental Plans at the time of first eligibility (normally at age 65). Members are automatically part of our HCPP upon enrollment. The participant must inform Wabash of their desire to become a member. Wabash will send the applicant an enrollment form to complete, sign and return with proof of Medicare enrollment. Wabash electronically sends your information to CMS for approval. Once we are notified of approval, your secondary coverage begins under Wabash. The effective date of enrollment will be indicated on the confirmation letter you will receive from Wabash.

Health Care Prepayment Plan (HCPP) Wabash is under contract with the Center for Medicare and Medicaid Services (CMS) that administers the Medicare Health Plan to be an HCPP. An HCPP is an organization that provides or arranges for some or all of Part B Medicare benefits on a prepayment basis. All our Medicare Plan participants are automatically enrolled in our HCPP. Payment for Medicare Part A coverage for hospital care and related services is made on a fee-for-service basis.

As an HCPP, Wabash is authorized to pay both your primary and secondary Part B claims at one time to participating physicians and other Part B providers. By doing so, the physician does not have to bill Medicare and then bill Wabash for your co-pay (secondary billing). Thus, Wabash can make the complete Medicare payment for the following services provided by a physician:

- a. Outpatient visits and office charges
- b. Hospital visits
- c. Inpatient and outpatient consultations
- d. Surgical procedures
- e. X-rays and other outpatient services

Payment of Dues Members pay dues directly to Wabash. Members are encouraged to use the option of automatic payments through your bank. Dues must be paid within 15 days of their due date. Failure to remit dues within the 15-day time limit will result in suspension of membership until dues are paid. Late payment may also result in a 6 month waiting period before reinstatement of membership.

Disenrollment Disenrollment in the Plan may be voluntary or involuntary.

A. **Voluntary Disenrollment** A member may withdraw from Wabash at any time for any reason by giving us written notification of your desire to disenroll. Membership will terminate at the end of the month in which Wabash receives notice.

If qualified, you may move to another Wabash Plan. Members who voluntarily disenroll and later wish to return to Wabash may do so after a six month waiting period.

B. ***Involuntary Disenrollment*** Original Part A and Part B is not affected by your disenrollment from Wabash. You may be involuntarily disenrolled from Wabash for any of the following reasons:

- 1) Enrollment in Medicare Part A or B ends
- 2) Failure to make the required Wabash dues payment
- 3) Misrepresenting membership application data
- 4) Not abiding by regulations of Wabash and HCPP
- 5) Improper use of your Medicare or Wabash insurance card
- 6) Inappropriate or disruptive behavior to our staff or other members
- 7) Upon the death of a member, membership will terminate at the end of the month in which the member expired. Upon receipt of written proof of death, any dues paid in advance will be refunded to the estate.

Reinstatement of Coverage - Individuals rejoining Wabash will have a six month waiting period from the date application for reinstatement is received before coverage will be in effect.

Certificate of Insurance Health Insurance Portability and Accountability Act (HIPAA) requires that medical plans grant credit for prior coverage called credible coverage. Under HIPAA, your credible coverage from Wabash may reduce the exclusion period, if any, for a pre-existing medical condition under a new health plan. The law requires that each employee and dependent for whom coverage terminates for any reason be provided with a certificate indicating the length of time an individual was covered under the insurance plan. Wabash will issue you a certificate to provide you with evidence of your coverage in Wabash medical plan coverage shortly after your coverage termination date.

Check with your new plan administrator to see if you need to provide this certificate. This certificate may also be required to buy a private insurance policy. When you receive this certificate, keep it in a safe place until you are ready to use it.

Member Identification Card (ID) - Members will be issued a Wabash insurance card upon enrollment. As an HCPP participant, this should be presented with your red, white and blue Medicare card at each office visit and hospital visit.

MEMBER RIGHTS

■ ***Your Right To Be Treated With Fairness and Respect*** You have the right to be treated with respect and fairness at all times. Wabash must obey laws against discrimination that protect you from unfair treatment. These laws say that we cannot discriminate against you (treat you unfairly) because of your race or color, age, religion, national origin, or any mental or physical disability you may have.

■ ***Your Right To The Privacy Of Your Medical Records*** There are federal and state laws that protect the privacy of your medical records and personal health information. We keep your personal health information private as protected under these laws. Any personal information that you give us when you enroll in this plan is protected. Generally, we must get written permission from you (or from someone you have given legal power to make decisions for you) before we can give your health information to anyone who is not providing your care or paying for your care. There are exceptions allowed or required by law, such as release of health information to government agencies that are checking on quality of care.

■ ***Your Right To Know Your Treatment Choices And Participate In Decisions About Your Health Care*** You have the right to get full information from your providers when you go for medical care, and the right to participate fully in decisions about your health care. Your providers must explain things in a way that you can understand. Your rights include knowing about all of the treatment choices that are recommended for your condition, no matter what they cost or whether they are covered by Medicare. You have the right to be told about any risks involved in your care. You must be told in advance if any proposed medical care or treatment is part of a research experiment, and be given the choice of refusing experimental treatments. You have the right to refuse treatment. This includes the right to leave a hospital or other medical facility, even if your doctor advises you not to leave. If you refuse treatment, you accept responsibility for what happens as a result of refusing treatment.

■ **Receive Information About The Plan And Benefits** Examine, without charge, at the Plan Administrator’s office and at other specified locations (such as work sites and union halls) all documents governing the plan, and a copy of the latest annual report (form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Administration.

Upon written request to the plan administrator, you may obtain copies of documents governing the operation of the plan, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The plan administrator may make a reasonable charge for the copies. You may receive a summary of the plan’s annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

■ **Prudent Actions By Plan Fiduciaries** In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called “fiduciaries” of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries.

No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

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

■ **Voting Rights** Membership does not confer any voting right upon any person referred to as a “member”. Wabash by-laws (Page 29) confer the right to vote on all Wabash business to the Board of Managers.

MEMBER RESPONSIBILITIES

- **Know Your Medicare Coverage** Wabash is restricted from paying on any charges that are not approved by Medicare. Medicare may or may not be responsible to pay for all the services you receive. Get familiar with your coverage and the rules you must follow to get care. You may be required by a provider to sign a statement agreeing to personally pay for services received but denied by Medicare and therefore, Wabash. It is your decision to sign or not to sign. Medicare benefits often change from year to year. It is important for you to ask your physician or other providers if Medicare will pay for the services you receive so you will know in advance if you are liable for the payment.

- **Member Etiquette** A member's responsibility includes acting in a way that supports the care given to other patients and promoting the smooth operation of your doctor's office, hospital or other office.

- **Actively Participate In Your Healthcare** Remember to give your doctor and other providers the information they need to care for you and follow the treatment plans and instructions that you and your doctors agree upon.

- **Update your Contact Information** Members must notify Wabash of any change of address or status as a Medicare enrollee.

- **Contact Us** Call Member Services at 888-800-9161 if you have any questions, concerns, problems or suggestions.



Benefit Schedule G - Retirees eligible for Medicare (Supplemental Coverage) with pharmacy benefit

Plan #9 Any retired or disqualified NS employees or former NS employees who have reached Medicare age or are eligible for early Medicare. Any railroader drawing their pension through the RRB and with a connection or former connection to NS or any carrier with a connection or former connection to NS, regardless of craft, may also join. Wabash is secondary to Medicare. \$1000 drug limit.

Wabash pays the deductible and / or coinsurance on any charges approved by Medicare that are not otherwise excluded. Wabash will also pay the difference between the billed amount and the Medicare approved amount on non-assigned claims. Claims submitted must also include a copy of the itemized bill on any questionable charges and include the diagnosis, as well as a copy of the Explanation of Medicare Benefits showing how much Medicare approved and paid on each charge. You may be responsible for any services received but not covered by Medicare except as may be listed on Benefit Schedule G. Generally medical services received while traveling abroad are not covered (including Canada and Mexico).

Benefit Schedule G - Plan 9

Benefits	In Network	Out of Network	Notes
Chiropractic Care	80% to max of \$600 per calendar year		
Colostomy Bags (only)	50% reimbursed		
Dietary Consultation	Up to \$50 once per calendar year		
Eye Exam	1 exam per calendar year at 100% to max of \$40		
Hearing Aids -hearing loss greater than 35dB	80% to max of \$300 per item		Renewable after 5 years
Inpatient hospital	100% of Medicare eligible expenses for up to 365 additional days after lifetime reserve days used		
PAP Smears	100%		
Prescription Drugs - Generic - Brand	\$4 retail 30 days \$6 retail 90 days \$15 retail 30 days* *\$30 US retail or mail order 90 days		Max annual member benefit \$1000-Call EHO for details 800-650-1817 *greater or 20%
PSA Tests	100%		
Preventive Care (routine physicals, immunizations)	100%		



Benefit Schedule H - Retirees Eligible for Medicare Supplemental Coverage Without Pharmacy

Plan #10 Retirees, Spouses of retirees and parents or parents-in-law of NS employees (covered by Wabash) who have reached Medicare age or who have been granted early Medicare. Wabash is secondary to Medicare. No drug benefit.

NOT COVERED -

Prescription Drugs

Chiropractic Care

(unless covered by Medicare)

Podiatric Care

(unless covered by Medicare)

Hearing Aids

General Travel outside the U.S.A.

Wabash pays the deductible and/or coinsurance on any charges approved by Medicare not otherwise excluded. Wabash will also pay the difference between the billed amount and the Medicare approved amount on non-assigned claims. Claims submitted must include a copy of the itemized charges including the diagnosis, as well as a copy of the Explanation of Medicare benefits showing how much Medicare approved and paid on each charge. You may be responsible for any services received but not covered by Medicare except as may be listed on Benefit Schedule H.

Benefit Schedule H - Plan 10

Benefits	In Network	Out of Network	Notes
Colostomy Bags (only)	50% reimbursed		
Dietary Consultation	Up to \$50 once per calendar year		
Eye Exam	One exam per calendar year at 100% up to max of \$40		
Inpatient Hospital	100% of Medicare eligible expenses for up to 365 days after lifetime reserve days used 100%		
PAP Smears	100%		
PSA Tests	100%		
Preventive Care (routine physicals, immunizations)	100%		

PRESCRIPTION DRUGS

Discounts Check your benefit schedule to see if prescription drugs are provided under your plan. You will receive a drug card from Employer Health Options (EHO). This entitles you to receive negotiated discounts on both brand and generic prescriptions purchased from our participating retail U.S. pharmacies. Check with EHO at (800-650-1817) for updated listing of participating pharmacies.

A 90 day supply of certain expensive brand maintenance drugs may be purchased retail or mail order. Call EHO (800-650-1817) for details.

Part D Participation Participation in any Wabash prescription drug program does not preclude you from enrolling in a commercial Part D drug plan independently. Members may continue with their Plan 9 and 10.

HEALTHCARE SERVICES AND PROCEDURES

Wabash Outpatient Clinic Members who reside within 20 miles of Decatur must use the Wabash Clinic for their Primary Care Provider (PCP).

Primary Care Provider (PCP) Wabash encourages members to use a PCP although Medicare does not require that you do so. A PCP will provide your routine care and will assist in making healthcare decisions, coordinate lab, x-rays, therapy and ancillary care from specialists. They will also assist in hospital admissions and associated health care needs.

Medicare Participating Provider - Wabash encourages members to receive healthcare from physicians and healthcare professionals who accept Medicare-approved amounts as payment in full for their services.

CLAIMS

General Provision - This plan is the secondary payor. It will pay, subject to all plan provisions, the balance of remaining eligible expenses not to exceed normal plan liability. It will be the responsibility of the patient to submit the explanation of Medicare benefits (EOMB) from the primary carrier to Wabash.

Assignment of Benefits - All benefits payable by the plan are automatically assigned to the provider of services or supplies, unless evidence of previous payment is submitted with the claim. Payments made in accordance with an assignment are made in good faith and release Wabash's obligation to the extent of the payment. Payments will also be made in accordance with any assignment of right required by a state Medicaid plan.

Filing Procedure - HCPP Medicare providers should submit an itemized claim by paper or electronically. Providers billing Wabash as secondary coverage to Medicare should include a copy of the Medicare explanation of payment (EOMB) with the itemized billing that includes:

- Patient's full name, social security number and/or Wabash identification number
- Date(s) of service
- ICD-9 Codes (Diagnosis Codes)
- CPT-4 Codes (Procedure Codes)
- Name, address, National Provider Identifier Number (NPI) and Federal tax identification number (FEIN) of service provider

Filing Deadline - Wabash must receive claims within fifteen months from the date of service to provide benefit coverage.

GENERAL EXCLUSIONS

Any Services, equipment or supplies ***not*** approved by Medicare.

Effective Date, Prior To Expenses incurred for services rendered prior to the effective date of coverage under this Plan.

Experimental Experimental / investigational equipment, services or supplies not approved by the FDA. Exceptions as may be waived after review by the Plan Administrator and the Medical Director on a case by case basis if prescribed by a physician and evidence of medical necessity is present.

Illegal Involvement Any condition, disability or expense sustained as a result of being engaged in: An illegal occupation; commission or attempted commission of an illegal act; intentional or accidental atomic explosion or other release of nuclear energy, whether in peacetime or wartime; participation in a civil revolution or a riot; duty as a member of the armed forces of any state or country; or a war or act of war which is declared or undeclared.

Late Claim Any claim not submitted within 15 months from the date of service

Medically Necessary Services, supplies or treatment not deemed medically necessary by a competent, licensed medical professional.

No Obligation Services or supplies for which there is no legal obligation to pay, or expenses which would not be made, except for the availability of benefits under this Plan.

Provider Not Prescribed Treatment not prescribed or recommended by a certified or licensed health care provider.

Provider, Non-Covered Services rendered by anyone other than a covered health care provider such as family member or friend.

U.S. Government Services furnished by or for the U.S. Government or any other government, unless payment is legally required.

Worker's Comp Type Any condition or disability sustained as a result of being engaged in an activity primary for wage, profit or gain, and that could entitle the covered person to a benefit under the Worker's Compensation Act or similar legislation.

Other Than Wabash Responsibility

No benefits are payable for conditions covered by services or indemnifications or reimbursement available through any Government agency, or under any Workmen's Compensation or Employer's Liability Law.

Specific Exclusions

DME Scooters and motorized wheelchairs

Zostivax Vaccine Treatment for shingles

SUBROGATION

Wabash will not provide coverage for treatment on account of injury, illness or disease for which some other person, firm, corporation, association or company is legally responsible, except upon the following conditions:

(a) Wabash shall be subrogated to the member's claim. Subrogation means that Wabash has the right to recover the amount it paid in benefits on behalf of the member for medical services and associated costs required due to the injury, illness or disease for which the other entity is legally responsible.

(b) The member must cooperate fully and completely with Wabash in its efforts to enforce its subrogation rights.

(c) ***The member must immediately advise Wabash when a settlement has been made.***

(d) If the member receives payment in settlement of their claim, they must pay Wabash out of the reimbursement received, the full amount due Wabash under its subrogation rights. The amount due will be the full value of the benefits provided by Wabash.

APPEALS

Any member who questions or disagrees with the Medicare coverage determination on a claim should contact the appropriate CMS (Medicare) office. This information is listed on the explanation of payment that you receive from Medicare. Any question or appeal with regard to a Wabash decision should be sent directly to Wabash within sixty days of the claim determination. Please state the reason that you feel the claim was processed incorrectly. Be sure to include the member name and social security number as well as any supporting documentation. The request for review should be submitted to:

***Appeals Review - Wabash Memorial Hospital Association
Attention: Administrator
PO Box 1340 - Decatur, IL 62525-1340***

Notification of the final review decision will be sent to the member within 60 days of the date the request is received in the Administration Office. Second level appeals of post-service claims will be decided by the Plan Administrator within a reasonable period of time, but not later than 30 days after the Plan Administrator receives the appeal. The Plan Administrator's decision will be provided to you in writing, and if the decision is a second denial, the notification will include the necessary information.

If the time required for a standard review would seriously jeopardize the life or health of the member, a request for an expedited review may be submitted. This type of request may be submitted by phone or fax. A decision will be made within 72 hours of receipt of a request for an expedited review.

An extension up to 10 working days is permitted for a 72 hour appeal, if the extension of time benefits you; for example, if you need time to provide Wabash with additional information or if we need to have additional diagnostic tests completed.

If conditions arise where the medical staff of Wabash is unable to arrive at a diagnosis in a reasonable length of time, the member may request a referral for a second opinion, diagnosis, and / or treatment.

The ultimate decision on interpretation of benefits, rules and regulations is that of the Administrator with Right of Appeal to the Board of Managers. Thus, any benefits payable under the Plan are subject to the discretion of the Administrator, and any review of the Administrator's decision would be subject to a highly deferential standard, and that the Administrator is empowered to determine, in his discretion, whether a claim is payable properly under the terms of the plan.

Any concerns regarding services by Wabash staff should be directed to:
Administrator, The Wabash Memorial Hospital Association, PO Box 1340, Decatur, IL 62525.

Support For Your Appeal - You are not required to submit additional information to support your request for services or payment for services already received. Wabash is responsible for gathering all necessary medical information, however, it may be helpful for you to include additional information to clarify or support your position.

For example, you may want to request information such as medical records or physician opinions in support of your appeal. To obtain medical records, send a written request to your primary care physician. If your medical records from specialist physicians are not included in your medical record from your primary care physician, you may need to make a separate written request to the specialist physician (s) who provided medical services to you. Wabash will provide an opportunity for you to provide additional information in person or in writing. If you decide to appeal and want help with your appeal, you may have someone else help you.

GENERAL INFORMATION

Reliance On Documents And Information

Information required by the Plan Administrator may be provided in any form or document that the Plan Administrator considers acceptable and reliable. The Plan Administrator relies on the information provided by you and others when evaluating coverage and benefits under the Plan. All such information, therefore, must be accurate, truthful and complete. The Plan Administrator is entitled to conclusively rely upon, and will be protected for any action taken in good faith in relying upon, any information provided to the Plan Administrator. In addition, any fraudulent statement, omission or concealment of facts, misrepresentation, or incorrect information may result in the denial of the claim, cancellation or rescission of coverage, or any other legal remedy available to the plan.

Covered Services

Covered Services means the medical care, services, supplies and equipment that are covered by Wabash. The General Exclusion sections tells more about services that are not covered.

Medical Emergency

If you have a medical emergency, get medical help as quickly as possible. Call 911 for help or go to the nearest emergency room.

You do not need to get permission first from a PCP (primary care provider) or other plan provider.

Skilled Nursing Facility

A skilled nursing facility provides nursing and rehabilitation services in a subacute setting. To be a covered benefit paid by Medicare, a daily need for advanced nursing or therapy services must be documented. See appropriate schedule for benefit provided.

Preventive Services

Immunizations

Pneumonia Vaccine

Flu Shots, once a year in the fall or winter. You can get this service on your own, without a referral from your physician - as long as you get the service from a Plan Provider.

Other vaccines if you are at high risk

Mammography Screening (You can get this service on your own, without a referral from your physician)

One baseline exam between the ages of 35 and 39

One screening every 12 months for women age 40 and older

PAP smears, pelvic exams and clinical breast exam (for all women, PAP tests, pelvic exams and clinical breast exams are covered once every 24 months)

If you are at high risk of cervical cancer or have had an abnormal PAP test and are of childbearing age: One PAP test every 12 months

Prostate Cancer Screening Exams (for men over 50, the following are covered once every 12 months)

Digital rectal exam

Prostate Specific Antigen (PSA) test

Cardiovascular screening blood tests

Cholesterol and other lipid or triglyceride level blood tests for the early detection of cardiovascular disease (or abnormalities associated with an elevated risk of cardiovascular disease). Contact your claim representative for information on how often we will cover these tests.

Summary Plan Description

Plan Name	Wabash Memorial Hospital Association - The Plan
Plan Sponsor	Norfolk Southern Railroad
Plan Fiduciary	Federal Identification Number (FEIN) 37-0806462
Healthcare Prepayment Plan	Plan Number (PN) H6410
Plan Administrator	Wabash Memorial Hospital Association 1501 North Water Street Decatur, IL 62526 Tel: (217) 429-5246 Fax: (217) 542-0134
Type of Plan	Health Care Benefit Plan - Wabash is not an insurance company.
Trustee	Hickory Point Bank and Trust - Decatur, Illinois
Board of Trustees	Stephen Speagle, Chairman Michael Patrick, Vice Chairman Eric Ashley Tim Hunt Lucy Derlitzki Clarence Chabak Jeremy Jones Charles Cox Paul Stewardson Richard Hayden Steve Stone
Operating Trustees	Tamara Bivins, Administrator and Chief Executive Officer
Legal Service Agent	James Peckert, Esq., JD
Plan Contribution And Funding	The Railroad National Carriers Conference Committee sets employer contributions each year. The employee contribution is then calculated by subtracting the employer contribution amount from projected actual claims costs. Health care benefits under the Plan are payable from funds that are held in trust until needed to pay such benefits.
Adminstration of Healthcare	Trustees and Self-Administered. The Plan is administered directly by the Plan Administrator.
Benefits Provided by Plan	The Plan's health care benefits are funded directly by the Plan and are not insured by an outside entity.
Plan Year	January 1st through December 31st

By-Laws

Article 1 *(Description)*

The Wabash Memorial Hospital Association (“Wabash”) is a non-profit unincorporated association that was created in 1884 to provide health care for employees and retirees (and their dependents) of the Wabash, St. Louis and Pacific Railroad Company. Wabash is recognized as (i) a tax exempt entity pursuant to § § 501 (c) (9) of the *Internal Revenue Code of the United States* (FEIN 37-0806462); (ii) an entity administering an employee welfare benefits plan, pursuant to the provisions of the *Employee Retirement Income Security Act of 1974*, as amended; and (iii) a health care prepayment plan by the Center for Medicare and Medicaid Services (CMS Plan No. H-6140). Wabash presently maintains its principal place of business at 1501 North Water Street, P.O. Box 1340, Decatur, Illinois 62525.

Throughout the history of Wabash, numerous decrees were entered identifying certain individuals as trustees of assets of Wabash, and on or about October 27, 1966, the Circuit Court of the Sixth Judicial Circuit, Macon County, Illinois (the “Circuit Court”) entered a decree (in Cause No. 66-C-244) naming the First National Bank of Decatur, a national banking association, as trustee of the Wabash’s assets. On or about March 9, 2000, Wabash requested the Circuit Court to terminate said trust and to return legal title of Wabash’s assets to Wabash. On March 13, 2000 the Circuit Court entered an Order in Cause No. 00-CH-66 (a) terminating the aforementioned trust, (b) discharging First National Bank of Decatur, a national banking association, as trustee, (c) and declaring the rights and interests of the Wabash and the scope of membership in the Wabash.

On March 8, 2002, Wabash entered into a trust agreement with Hickory Point Bank and Trust, fsb, a federal savings bank (“HPB”), for HPB to act as a fiduciary in holding and safeguarding Wabash assets in two (2) trust funds: (a) the Wabash Memorial Hospital Association Benefits Trust Fund; and (b) the Wabash Memorial Hospital Association Reserve Trust Fund. Wabash retains the authority to instruct HPB as to the manner in which Wabash assets are to be held, invested, disbursed and /or utilized, and HPB’s role as trustee is generally referred to as a non-discretionary role. Wabash’s entry into the agreement with HPB was designed to provide additional safeguards for the protection and integrity of the assets held by Wabash for the benefit of Wabash members. Copies of the trust agreement may be obtained from Wabash for a fee (to cover the costs of copying and delivery). HPB maintains its principal place of business at 225 North Water Street, Post Office Box 2548, Decatur, Illinois 62525-2548.

ARTICLE II

(Purpose)

The sole and exclusive purpose of the Wabash is to provide quality health care to its members in a timely and cost-effective manner, in accordance with these By-Laws and Rules and Regulations enacted from time to time by Wabash and to promote the general health of the members of the Wabash.

ARTICLE III

(Membership)

Subject to the payment of dues and assessments, and compliance with the Rules and Regulations, established by the Board of Managers of the Wabash from time to time, the following persons shall be eligible for membership in Wabash:

- (A) all individuals who were employed by the Wabash Railroad Company, and spouses and dependents thereof;
- (B) all individuals who are, or were employed by the Norfolk & Western Railroad Company, and spouses and dependents thereof;
- (C) all individuals who are, or were, employed by Norfolk Southern Railway Company (NSC) , a Virginia corporation, or any successor thereto, and spouses and dependents thereof;
- (D) all individuals who are, or were, employed by NSC, a Virginia corporation, or any successor thereto, and spouses and dependents thereof;

- (E) all individuals who are, or were, employed by any railroad company operating the rail lines formerly operated by the Wabash Railroad Company, and spouses and dependents thereof;
- (F) all individuals who are, or were, employed on the rail-lines operated formerly by the Wabash Railroad Company, and spouses and dependents thereof;
- (G) all individuals who are, or were, employed by any company providing employees to work on rail-lines formerly operated by the Wabash Railroad Company, and spouses and dependents thereof;
- (H) all individuals who are, or were employed by Wabash, and the spouses and dependents thereof;
- (I) all former dependents, spouses, and widow (ers), (and all of their dependents and spouses) of any individual who is or was employed by any railroad company operating the rail-lines formerly operated by the Wabash Railroad Company.
- (J) Parents or parents-in-law of Wabash members.
- (K) General Chairman of any participating union while serving on the Wabash Board of Managers, subject to Eligibility rule provided in Paragraph VII.
- (L) Spouses of Active NS employees, covered by Wabash Association (Primary or Secondary) who elect the Managed Medical Care Plan (MMCP)) offered by the National Plan, may use Wabash Clinic as non-members.

ARTICLE IV

(Funds)

All membership dues paid to Wabash, contributions to the Wabash, assessments paid to Wabash, investment earnings and interest paid to Wabash, gifts, bequests and devices provided to the Wabash, and any other monies, assets, rights, interests and things of value acquired by the Wabash shall constitute the funds of the Wabash which will be handled and administered in accordance with the laws, rules and regulations applicable to the Association and these By-Laws.

ARTICLE V

(Board of Managers)

(A) Responsibilities The Board of Managers of Wabash (the “Board”) shall be responsible for the management, guidance and direction of the business, properties and assets of Wabash.

(B) Number and Selection The Board shall consist of one (1) individual from the retired members. The others shall include one representative from each craft maintaining an affiliation with Wabash and employed by the Norfolk Southern Railway Company, a Virginia Corporation, or by their craft, including but not limited to the ones named on the list that follows:

Brotherhood of Locomotive Engineers and Trainmen
Brotherhood of Maintenance of Way Employees
Brotherhood of Railroad Signalmen
Carmen’s Division of Transportation Communication Union
International Association of Machinists & Aerospace Workers
International Brotherhood of Boilermakers, Ironship Builders,
Blacksmiths, Forgers & Helpers
International Brotherhood of Electrical Workers
National Conference of Firemen & Oilers
Sheetmetal Workers International Association
United Transportation Union

or any successor(s) thereto.

(1) The one (1) individual selected to the Board from the retired members of Wabash shall be selected by the Board after Wabash solicits names of individuals interested in representing the retirees on the Board from the retired members from which the Board shall select an individual to serve on the Board for a term of two (2) years, as well as a second individual (also selected for a term of two (2) years) to substitute in instances when the first is unable to attend a meeting, or meetings, of the Board.

(2) The individuals selected from the aforementioned crafts shall be selected by the representative grievance committee of the organization representing the class or craft, and the Chairman of each general grievance committee shall certify, in writing, to the Administrator of Wabash the identity of the individual member of Wabash who shall represent the craft as a member of the Board.

(C) Alternates In the event a member of the Board, identified in Section (B) (2) of this Article, is unable to attend a meeting of the Board, the Chairman of the craft's general grievance committee, represented by said unavailable individual, shall certify, in writing, to the Administrator of Wabash the appointment of an alternate or successor to the member for that meeting or attend by proxy, but proxies may not be used in determining the existence of a quorum.

(D) Resignation and Replacement A member of the Board may resign his position by providing a written notice of resignation to the Administrator of Wabash or the Chairman of the Board of Managers, which resignation shall be deemed effective when given, or at such later date as may be set forth within the notice of resignation, replace the member of the Board by certifying, in writing, to the Administrator of Wabash the identity of the replacement member of the Board.

Upon the resignation of any member of the Board, said resigned individual shall be replaced by an individual selected by the representative grievance committee of the organization representing the class or craft, and the Chairman of said general grievance committee shall certify, in writing, to the Administrator of Wabash the identity of the individual member of Wabash who shall replace the Board member who resigned as a member of the Board. Upon the death or disability of any member of the board, said member shall be replaced in a like manner. The general grievance committee of each craft may also replace the member of the Board by certifying, in writing, to the Administrator of Wabash the identity of the replacement member of the Board.

(E) Committees In addition to the Joint Conference Committee described elsewhere herein, the Board may designate one (1) or more members of the Board to constitute a committee of the Board, which committee shall have and exercise all of the authority of the Board granted to the committee by the Board, except as otherwise may be required or prohibited by law. Any such committee appointed by the Board shall continue to act (unless and until) the Board terminates the committee or the grant of authority to it. Any such committee appointed by the Board shall keep minutes of its meetings and actions, and shall report to the Board as deemed appropriate by the Board.

(F) Chairman and Vice-Chairman Every other year at its annual meeting, the Board shall elect from among its members a Chairman and a Vice-Chairman. The Chairman shall preside over all meetings of the Board when present, and shall exercise general supervision over the affairs and activities of the Board. The Chairman shall also serve as a voting member of the Joint Conference Committee, described elsewhere herein, and as a voting member of all other committees appointed by the Board. In the absence of the Chairman, the Vice-Chairman shall preside over all meetings of the Board.

The Vice-Chairman also shall serve as a voting member and chairman of the Joint Conference Committee. In the event of a vacancy in the position of Chairman of the Board, the Board shall elect a member thereof to act as Chairman, and in the event of a vacancy in the position of Vice-Chairman, the Chairman shall select a member of the Board to serve as Vice-Chairman.

(G) Meetings of the Board The Board shall hold three meetings per year on such dates established by the Chairman of the Board and approved by the Board, and at such other times as deemed appropriate by the Board. Unless otherwise directed by the Board, all meetings of the Board shall occur at the offices of Wabash. The annual meeting of the Board shall be designated as the first scheduled meeting after the audited financial statements of Wabash for the prior year shall become available.

Special meetings of the Board may be called by the Chairman by giving written notice of said meeting no less than ten (10) working days to all members of the Board, advising each of the purpose, time, date and place of said meeting. Any four (4) members of the Board also may call for a special meeting by providing a written request for such meeting to the Chairman with a description of the matters to be acted upon at said meeting, after which the Chairman shall, within ten (10) working days after receipt of the requests, provide written notice of the special meeting as set forth previously in this paragraph.

(H) Quorum A majority of the number of the members of the Board shall constitute a quorum for transaction of business at any meeting of the Board, provided that if less than a quorum is present at any meeting, the majority of the members of the Board then present may adjourn the meeting at any time without further notice. Any action taken and / or approved by the majority of the members of the Board present at a meeting where a quorum thereof is present shall constitute the action of the Board and Wabash.

(I) Minutes The Board shall keep and provide minutes of each meeting held by the Board, which minutes shall, at a minimum, include the identity of those present, reports of officers and committees, and a record of all action taken by the Board. The recorded vote of each member of the Board will be provided for any roll call votes requested. Each Board member shall be responsible for making available the minutes of any meeting of the Board to members of Wabash of his craft or group as may be requested from time to time, all in accordance with the requirements of these By-Laws and Rules and Regulations that may be enacted from time to time by the Board.

(J) Executive Session Whenever the Board deems necessary, and whenever issues of litigation or other confidential matters are discussed, the Board shall adjourn to executive session, wherein the Board shall consider such matters as may come before the Board for decision or information, at which executive session, the Board shall keep minutes, which minutes shall not be released to any individual not a member of the Board except as may be directed by the Board and / or as may be required by law. Without limiting the right of the Board to participate in executive session, the Board may move to executive session in situations involving litigation, personnel matters, receiving and acting upon bids, considering offers or negotiations for contracts, etc.

(K) Action Without Meeting Unless otherwise expressly prohibited by law or these By-Laws, any action required to be taken at a meeting of the board, or any action which may be taken at a meeting of the Board, or of any committee thereof, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by the Board members entitled to vote thereon, or committee members, as the case may be. The Board may also meet by use of telephone, video-conference or such other means as may be approved by the Board from time to time. Moreover, the Board also may act upon individual ballot completed and returned to the Administrator of Wabash by members of the Board.

(L) Ratification The Board may ratify any act, policy, decision or determination made previously by Wabash or any person acting on behalf of Wabash.

(M) Compensation Wabash shall compensate any member of the Board who attends a meeting of the Board in an amount equal to their applicable rate including overtime if appropriate for any wages for work time lost or personal time (at straight time rate) if during vacation or regularly scheduled time off. The Board also may reimburse any member of the Board for any expenses associated with service by the individual upon the Board or action taken on behalf of the Board.

ARTICLE VI

(Joint Conference Committee)

(A) Composition After the Chairman and Vice-Chairman of the Board are elected at the annual meeting of the Board of the Association, a Joint Conference Committee (The “JCC”) shall be designated by the Board consisting of the Chairman, Vice-Chairman and two (2) other members of the Board as selected by the Board. Each member of the JCC shall have an equal vote.

(B) Purpose The purpose of the JCC shall be to (1) represent the Board by studying and reviewing topics and / or issues presented by the Administrator of Wabash or the Chairman of the Board, which shall include any unfinished business from prior Board meetings; (2) recommend specific suggestions to the Board on matters requiring action by the Board which were reviewed by the JCC; and (3) distribute, prior to the next meeting of the Board, to members of the Board information containing minutes of any meetings of the JCC with appropriate support data and information for the study and review by the Board to assist the Board in considering acting in a timely fashion upon matters upon which the JCC offers recommendations to the Board.

(C) Authority The JCC is empowered to make decisions and / or recommendations to the Board. Any issue coming before the JCC which results in a tie vote shall automatically be referred to the Board without any affirmative action by the JCC. All matters coming before the JCC for action are subject to review, ratification or rejection by the Board.

(D) Vacancy In the event of a vacancy on the JCC, the Chairman of the board shall appoint a member of the Board to fill the vacancy until the next annual meeting and election of individuals to the JCC.

(E) Meetings The JCC shall meet as often as is necessary to consult and advise the administration of Wabash and ensure the continued quality operations of Wabash, but in any event shall meet at least three times annually. The JCC will endeavor to meet approximately two (2) weeks prior to the regularly scheduled quarterly meetings of the Board.

(F) Quorum Two (2) members of the JCC, together with the Administrator, or acting Administrator, shall constitute a quorum of the JCC. In the absence of a quorum, the members of the JCC present may conduct such routine business as may come before the JCC, but shall designate in its report or recommendations to the Board that a quorum of the JCC was not present. Nothing shall prohibit those members present at a meeting of the JCC, where a quorum is not present, from adjourning, without further notice, said meeting to such other date and time as may be deemed appropriate.

(G) Minutes The JCC shall keep and maintain accurate minutes of its meetings, and shall provide said minutes to each member of the Board in a timely manner.

ARTICLE VI-A
(Finance Committee)

(A) Composition The Finance Committee shall be composed of the Board Chairman and any two members of the Board selected by the Chairman. Their term shall be indefinite. At the pleasure of the Finance Committee, the Wabash Administrator and / or Office Manager may be considered non-voting participants.

(B) Purpose The purpose of the Finance Committee is to establish a formal investment policy, to monitor and direct the activity of our Fund Manager in concert with Wabash administration, and to report to the Board of Managers.

(C) Authority The Finance Committee is empowered to make decisions regarding investment of Wabash's financial reserves in concert with the Fund Manager. Any change in Fund Manager must meet with the approval of the Board of Managers.

(D) Vacancy Any vacancy appearing in the Finance Committee shall be filled by the Chairman at the next meeting of the full Board.

(E) Meetings The Finance Committee shall meet as often as necessary to oversee the prudent investment of Wabash reserves or to respond to inquiries of the Board. In no case shall it be less than once each year.

(F) Quorum Any two committee members shall constitute a quorum for the enactment of committee business.

(G) Minutes The Administrator or Office Manager may be delegated to keep accurate minutes of each Finance Committee and report such to the next scheduled meeting of the full Board of Managers.

ARTICLE VII
(Administration)

(A) Administrator

(1) Appointment and Term The Board shall appoint an Administrator for Wabash, who shall hold office at the pleasure and discretion of the Board, as such may be subject to any contract or agreement entered into by Wabash and the Administrator and as may be subject to application of law. The Board shall evaluate and review the performance of the Administrator at least annually, and the Board may, in its sole and exclusive discretion, adjust the salary and benefits provided to the Administrator, subject to any contract or agreement entered into by Wabash and the Administrator and as may be subject to application of law.

(2) Duties and Responsibilities The Administrator shall devote his full time and attention to the interests of Wabash. The Administrator shall comply with, and be charged with the enforcement of, these By-laws, Rules and Regulations as may be enacted by the Board from time to time, the policies and directives of the Board and legal requirements applicable to the Association. The Administrator shall possess administrative jurisdiction over all matters in which Wabash has, or may have, an interest, and the Administrator shall be responsible for the efficient functioning of Wabash in compliance with its purpose and principles. Specifically, but without limitation, the Administrator shall monitor all payrolls, Wabash expenditures, revenues, financial statements, assets, liabilities, investments, reserves, insurance, contracts and operations of Wabash and any medical facilities operated by Wabash. The Administrator shall also ensure the proper completion of the annual audit of the books, accounts and recant variances between operating and / or capital budgets and actual expenditures or liabilities.

The Administrator also shall submit to the Board, together with proposed budgets, the financial and administrative goals of Wabash for the subject year.

(3) Submission to the Board The Board may, from time to time, enact Rules and Regulations for the Board to review claims for benefits falling outside of the authorized and approved benefits schedule for consideration by the Board of modifying or changing the benefits schedule applicable to benefit claims of members of Wabash. In such situations, the Administrator shall provide to the board any documents and materials necessary for the board to review the matter, issues, costs, number of Wabash members impacted, any written request of any Wabash member seeking review in relation to the issue presented to the Board, and any recommendation of the Administrator in relation to the issue.

(B) Office Manager

(1) Appointment and Term The Board shall appoint an Office Manager (the “Manager”) for Wabash, who shall hold said position at the pleasure and discretion of the Board, as such may be subject to any contract or agreement entered into by Wabash and the Manager and as may be subject to application of law. The Administrator shall evaluate and review the performance of the Manager at least annually, and make recommendations to the Board who may with due consideration adjust the salary and benefits provided to the Manager, subject to any contract or agreement entered into by Wabash and the Manager and as may be subject to application of law. In making decisions regarding the Manager and such position, the Board shall delegate day-to-day oversight to the Administrator.

(2) Duties and Responsibilities The Manager shall devote full time and attention to the interests of Wabash. The Manager shall assist the Administrator as Controller of the Association in preparation and presentation of financial statements, securities reporting and budget preparation. The Manager also shall have responsibilities of day-to-day oversight of the operations of the office of Wabash, including the payment of bills, collection of dues and administration of claims, ensuring that the assets and property of Wabash remain properly insured, and that appropriate measures and insurance exist and remain in operation to protect Wabash, its Board, its medical staff, employees and members from claims and / or losses arising from negligence, inappropriate actions, financial misconduct and other misdeed or errors, all subject to supervision of the Administrator. Should the Manager have reason to believe that the Administrator has acted in an inappropriate or erroneous manner, to the risk or danger of Wabash, the Manager shall report the same to the Chairman of the Board forthwith. During the absence of the Administrator, the Manager shall serve as acting administrator of Wabash, and the Manager shall notify the Board if a prolonged absence of the Administrator is expected or occurring.

(C) Medical Director and Clinic Physician
The Board may appoint a Medical Director and a Clinic Physician, each of whom shall be licensed to practice medicine within the State of Illinois or within any state within which said individual provides medical services. The Medical Director and the Clinic Physician shall hold their positions at the pleasure and discretion of the Board, as such may be subject to any contract or agreement entered into by Wabash and the Medical Director and / or the Clinic Physician. Upon approval of a majority of a quorum of the Board at a meeting of the Board, the position of Medical Director may be eliminated, limited or otherwise modified. The Medical Director and the Clinic Physician shall report to the Administrator.

(D) Attendance at Board Meetings At the discretion of the Board, the Administrator, Manager, Medical Director and Clinic Physician, as well as any other person or advisor, may attend meetings or functions of the Board, but said invitees shall not have any authority to vote on any matter present before the Board.

ARTICLE VIII (Audits)

Upon the advice of the Administrator, the Board shall select and retain a certified public accountant, or firm thereof, to perform an annual audit of the books, accounts, record and financial statements of Wabash for each fiscal year, as may be required by the United States Department of Labor, CMS, the Internal Revenue Service, or any successor(s) thereto, which report of audit shall be provided to the Board for review. The report of audit shall be submitted to the Board at the annual meeting of the Board, which annual meeting generally shall be held in May of each year.

ARTICLE IX (Legal Counsel)

Upon the advice of the Administrator, the Board shall select and retain an attorney, or firm thereof, to provide legal counsel and advice to Wabash as may be required. The attorney (or attorneys) retained by the Wabash shall report to the Administrator or, in circumstances warranting, to the Board.

ARTICLE X (Contracts, Checks and Deposits)

The Board may authorize and empower any person or entity to enter into any contract, or execute and deliver any instrument, in the name of and on behalf of Wabash, and such authority may be general or confined to specific instances.

All checks, drafts or other orders in the payment of money, notes or other evidences of indebtedness issued in the name of Wabash, shall be signed by such individual or entity of Wabash and in such manner as shall from time to time be determined by resolution of the Board. All funds of Wabash, not otherwise employed, shall be deposited from time to time to the credit of Wabash in such banks, trust companies or other depositories as the Board may select.

ARTICLE XI
(Fiscal Year)

The fiscal year of Wabash shall be fixed by resolution of the Board from time to time.

ARTICLE XII
(Waiver of Notice)

Whenever any notice is required to be given under the provisions of these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance at any meeting shall constitute waiver of notice thereof unless the person or persons at the meeting object(s) to the holding of the meeting because the notice was not given.

ARTICLE XIII
(Indemnification)

(A) Power to Indemnify and Hold Harmless Wabash shall have the authority and power to indemnify and hold harmless from any loss or liability any person or entity who was or is a party or is threatened to be made a party to any threatened, pending or

completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the name or right of Wabash) by reason of the fact that said person or entity was a member of the Board, officer, employee or agent of Wabash, or who is or was serving at the request of Wabash as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against costs and expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by said person or entity in connection with such action, suit or proceeding if such person or entity acted in good faith and in a manner said person or entity reasonably believed to be in, or not opposed to, the best interest of Wabash, and, with respect to any criminal action or proceeding if such person or entity had no reasonable cause to believe that his or its conduct was unlawful.

The termination of any action, suit or proceeding by judgment or settlement, conviction or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which said person or entity reasonably believed to be in, or not opposed to, the best interest of Wabash, or with respect to any criminal action or proceeding, that the person or entity had a reasonable cause to believe that his or its conduct was unlawful. Notwithstanding anything to the contrary herein, no indemnification shall be provided any person or entity who has been judged to be liable for negligence or misconduct in the performance of duties or obligations owed to Wabash, unless, and only to the extent, the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person or entity is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

(B) Reimbursement To the extent that a member of the Board, officer, employee or agent of Wabash has been successful, on the merits or otherwise, in defense of any action, suit or proceeding referred to in Section (A) of this Article, or in the defense of any claim, issue or matter therein, such person or entity may be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him or in connection therewith.

(C) Determination Any action or agreement to indemnify and / or hold harmless, as described in Sections (A) and (B) of this Article, shall be made by Wabash, in succeeding order, by

(1) a majority of any committee empowered by the Board to act upon such matter

(2) the Board by a majority of a quorum of members of the Board who were not parties to such action, suit or proceeding;

(3) by independent legal counsel in a written opinion

(D) Advance of Expenses Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by Wabash in advance of the final disposition thereof, as authorized by the Board in a specific case, upon receipt of an undertaking by or on behalf of the person or entity for whom the expenses are being advanced to repay such amount, unless it shall ultimately be determined that said person or entity is entitled to be indemnified by Wabash as authorized in this Article.

(E) Non-Exclusivity The authority described in this Article shall not be deemed to be exclusive or any other rights to which those indemnified may be entitled under any contract, agreement, vote or otherwise, both to action in an official capacity and as to action in

another capacity while holding such office, and shall continue as to a person who has ceased to be a member of the board, officer, employee or agent and shall inure to the benefit of the heirs, executors, administrators and representatives of such person or entity.

(F) Right to Acquire Insurance Wabash shall have the power and authority to purchase and maintain insurance on behalf of any person or entity who was a member of the Board, an officer, employee or agent of Wabash, or is or was serving at the request of Wabash as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person or entity and incurred by said person or entity in such capacity, or arising out of the status as such, regardless of whether Wabash would have the power or authority to indemnify said person or entity hereunder.

ARTICLE XIV (Amendment)

The Board shall have the authority and power to amend these By-Laws at a meeting of the Board where a quorum thereof is present and where the proposed amendment was provided to each member of the Board present at least ten (10) working days prior to said meeting. Any action to amend these By-Laws shall require a consent of two-thirds (2/3) of the Board members present at said meeting.

ARTICLE XV (Order of Business)

Robert's Rules of Order shall be used for the order of business coming before the Board, which rules may be modified by the Chairman of the Board (or presiding member of the Board at said meeting) as deemed appropriate for the conduct of said meeting.

ARTICLE XVI
(Format)

Headings are used herein solely for convenience, and such shall not increase, enlarge, decrease, diminish, alter, modify or change the meaning of the language of any section hereof. Moreover, the use of masculine pronouns shall be without exclusive effect, and where appropriate shall be construed to include feminine pronouns.

Your Right To Use Advance Directives (Living Will or Power of Attorney) - You have the right to ask someone such as a family member or friend to help you with decisions about your health care. Sometimes, people become unable to make health care decisions for themselves due to accidents or serious illnesses. If you want to, you can use a special form to give someone you trust the legal authority to make decisions for you if you ever become unable to make decisions for yourself. You also have the right to give your doctors written instructions about how you want them to handle your medical care if you become unable to make decisions for yourself. The legal documents that you can use to give your directions in advance in these situations are called “advance directives”. There are different type of advance directives and different names for them. Documents called “living will” and “power of attorney for health care” are examples of advance directives.

Assistance With Your Questions

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration (formerly Pension and Welfare Benefits Administration), U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Notice Of Privacy Practices

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.
(HIPAA,45 CFR 164.520(b)(1)(i), Federally required notification)

The Wabash Memorial Hospital Association (Wabash) has adopted this **Notice of Privacy Practices** to comply with Federal Guidelines as outlined in the Health Insurance Portability and Accountability Act (HIPAA). It is also our policy to advise each member of their rights and expectations with respect to the privacy of certain Protected Health Information (PHI).

Protected Health Information is defined as: *any ‘individually identifiable health information,’ whether maintained or transmitted on paper, in electronic format or orally. It may include demographic information collected from an individual, (that is created or received by a health care provider, health plan, health care clearinghouse, or employer, that relates to an individual’s past, present or future physical or mental health or condition, or payment for that individual’s health care, and that identifies the individual or for which there is a reasonable basis to believe it can be used to identify the individual.*

Wabash acknowledges that during routine business transactions it is necessary to collect, receive and make use of certain personal or family medical information that is considered PHI. This information may come from hospitals, clinics and physician providers or other insurance entities. Without such data, we would be unable to properly process and pay medical claims on your behalf. Since we provide either Primary or Secondary coverage for all Wabash members, we maintain Business Partner Agreements with other Providers who may be directly or indirectly involved in your healthcare. In those instances where we also serve as a ‘Provider’, that data must be shared with other insurance entities to receive proper reimbursement for your treatment.

Our intent and ongoing practice is to resolutely and diligently protect the privacy of all the health information of all our members that we may be exposed to in any form, from any source. The development of this policy focuses on the following acknowledgments and assumptions.

1. Patient medical records are the property of the facility/office generating that document, however, the patient has a right to access the information in that record.
2. Wabash will obtain consent to release medical information from the members or their parent/guardian: except for those instances otherwise required by prevailing law, professional ethics, and continuity of care, billing, communicable disease reporting etc.
3. Informed consent, i.e., with knowledge of the risks and benefits of disclosure, must be obtained for the release or transfer of especially sensitive information such as AIDS/HIV, alcohol and drug abuse prevention and treatment of such.
4. Any disclosure of confidential patient/member information carries the risk potential for an unauthorized re-disclosure that could breach confidentiality.
5. The request for releasing patient information (copying, postage, etc.) generates cost for Wabash, which reserves the right to charge accordingly.
6. Wabash reserves the right to change or otherwise modify this policy.

Protected information:

PHI may be received from many sources via U.S.mail, telephone, in writing or over a computer line. Information may be oral or recorded in any medium, that relates to an individual's past, present or future physical or mental health or condition, or provision of or payment for health care to an individual or: Created or received by health care provider, health plans, public health authority, employer, insurers, schools or clearinghouses.

Identifiable Information:

Includes demographic data collected from an individual, created or received by a health care provider, health plan, employer or clearinghouse that may directly or inadvertently permit identification of an individual, e.g., name address, SSN, phone number.

Allowable use of data:

Generally, Wabash may use or disclose PHI to 1) carry out patient treatment, 2) facilitate payment for such treatment, and 3) to carry out our own health care operations such as assisting in the settlement of member's FELA claims. *As a provider*, as well as insurer, WMHA will only share a minimum level of information on behalf of a member in order to determine eligibility and covered benefits, assist with precertification or preauthorization, utilization review, billing claims management etc. **WABASH WILL NOT SHARE MEMBER INFORMATION FOR MARKETING MAILING LISTS OR FUND-RAISING PURPOSES EXCEPT AS MAY BE DIRECTLY AFFILIATED WITH WMHA SUCH AS THE WABASH HOSPITAL ASSOCIATION FOUNDATION.**

Worksite Health/Safety and Law Enforcement/Public Interest as well as certain areas of medical research are issues that allow the exchange of PHI without specific consent. This data will normally be collective; group data/statistics unless if demanded by a court of law, specific member information related to child abuse, adult abuse, neglect, domestic violence or national security, may be demanded.

Permission: Consent, Authorization, And Oral Permission:

Consent from the patient must be granted to Direct Treating Providers giving them permission to use PHI for treatment, payment, or healthcare operations. This can permit a One Time Event or good until revoked. Consents must be signed and dated and may be revoked at any time. Exceptions noted are for treatments required by law, certain emergency situations, when language barriers exist, treatment to inmates and some health plans and clearinghouses.

Oral Permission is adequate for the sharing of some PHI such as notification of family members or friends involved in one's care or care payment and/or certain directory information. Religion information may be disclosed to clergy. Oral permission is adequate also for the ordering of prescription medications, x-rays and medical supplies.

Authorization is required for the release of PHI in situations not requiring *consent*: i.e., to persons/entities not directly involved in the patient's care such as Workman's Compensation claims, third party payers, life insurance inquiries, transfer of certain medical/pharmacy records etc.

Wabash will have available upon request by a member, information about who is requesting information, what, when and how that information is disclosed and by whom. We will always satisfy the Privacy Rules by only providing the **Minimum Necessary** to satisfy the request. Wabash will inform members of this Privacy Notice.

Wabash acknowledges that certain member rights exist, such as:

- 1) the right to amend and correct for incomplete PHI
- 2) the right to inspect and copy the individual's own PHI
- 3) the right to receive confidential communications from a Covered Entity
- 4) the right to request restrictions on certain uses and disclosures, and a statement that the covered entity is not required to agree to such restrictions.
- 5) the right to receive an accounting of disclosures
- 6) the right to revoke a consent

Wabash is required to:

- 1) Maintain the privacy of your health information
- 2) Provide you with a notice as to our legal duties and privacy practices regarding health information collected and maintained about you;
- 3) Adhere to the terms of this Notice of Privacy Practices;
- 4) Contact and notify you if we are unable to agree to a requested restriction; and

5) Accommodate reasonable requests you may have to communicate health information by alternative means or at alternative locations.

We reserve the right to change our practices and to make the new provisions effective for all protected health information we maintain. Should our information practices change, we will mail a revised notice to the address you've supplied us.

For More Information Or To Report A Problem

Should you have further questions or wish to make a change in the protected health information, please contact the Wabash Administrator at (217) 429-5246 or 1-888-800-9161. If you believe your privacy rights have been violated, you can file a complaint with: Wabash Administrator, PO Box 1340, Decatur, Illinois 62525 or with the Secretary of Health and Human Services. ***There will be no retaliation for filing a complaint.***

THE EFFECTIVE DATE OF THIS PRIVACY NOTICE SHALL BE APRIL 1, 2003.

CERTIFICATE OF INSURANCE

The Health Insurance Portability and Accountability Act (HIPAA) requires that medical plans grant credit for prior coverage called credible coverage. Under HIPAA, your credible coverage from Wabash may reduce the exclusion period, if any, for a pre-existing medical condition under a new health plan. The law requires that each employee and dependent for whom coverage terminates for any reason be provided with a certificate indicating the length of time an individual was covered under the insurance plan. Wabash will issue you a certificate to provide you with evidence of your coverage in the Wabash medical plan shortly after your coverage termination date. Check with your new plan administrator to see if you need to provide this certificate. This certificate may also be required to buy a private insurance policy. When you receive this certificate, keep it in a safe place until you are ready to use it.

RELEASE OF INFORMATION

The Wabash Memorial Hospital Association (Wabash) has adopted this Release of Information Policy to comply with legal and accreditation standards governing release of Protected Health Information (PHI) and the regulations requirement to protect the security of electronic health information, as well as our duty to protect the confidentiality and integrity of confidential medical information as required by law, professional ethics, and accreditation requirements.

General Principle

Wabash has a legal and ethical responsibility to preserve the privacy and confidentiality of patient information. Accordingly, all personnel will adhere strictly to this basic principle: Prior consent of the patient is required before release or disclosure of patient information except where a specific law or regulation or the internal administrative needs of the facility require or permit such access without patient consent.

Compliance with Laws and Regulations

These policies and practices shall be consistent with state and federal laws and regulations that contain provisions relating to the release of information from patient records.

Administration is responsible for reviewing the laws and regulations specified in the Appendix A to this policy and any new laws and regulations, and amending this policy to comply with changed provisions.

The complete ***Release of Information*** document may be requested at no charge from Administration.

NOTICE OF SECURITY IN PLACE

The Security Rule is intended to provide National standards for reasonable and appropriate Administrative, Physical and Technical safeguards as they pertain to the electronic transmission of PHI (as previously defined). It is designed to protect the confidentiality, integrity and availability of electronic protected health information. Wabash has measures in place to insure that unauthorized persons or entities are unable to gain access to electronic PHI transmitted through the Internet, Extranets, Private networks, leased lines or dial-up lines. Wabash also asserts that any employee or fiduciary of Wabash who violates these measures are subject to disciplinary action.

Wabash also ensures that any agent or subcontractor with whom electronic PHI is shared also agrees to implement reasonable and appropriate security measures to protect the information.

THE EFFECTIVE DATE OF THIS SECURITY NOTICE SHALL BE APRIL 1, 2005.

NEWBORNS' AND MOTHER'S HEALTH PROTECTION ACT OF 1996

Under Federal law, group health plans and health insurance issuers offering group health insurance coverage generally may not restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a delivery by Cesarean section. However, the plan, or issuer may pay for a shorter stay if the attending provider (e.g., your physician, nurse midwife, or physician assistant), after consultation with the mother, discharges the mother or newborn earlier.

Also, under Federal law, plans and issuers may not set the level of benefits or out-of-pocket costs so that any later portion of the 48 hour (or 96 hour) stay is treated in a manner less favorable to the mother or newborn than any earlier portion of the stay.

In addition, a plan or issuer may not, under Federal law, require that a physician or other health care provider obtain authorization for prescribing a length of stay of up to 48 hours (or 96 hours). However, to use certain providers or facilities, or to reduce your out-of-pocket costs, you may be required to obtain pre-certification. For information on precertification, contact your plan administrator.

WOMEN'S HEALTH AND CANCER RIGHTS ACT OF 1998

Under the Women's Health and Cancer Rights Act, members eligible for medical / surgical benefits relating to mastectomies have coverage provided for reconstruction of the breast operated on, and/or surgery/reconstruction of the other breast, and/or prosthesis and treatment of physical complications at all stages of mastectomy.

OTHER NOTICES

Rights - Under ERISA law, all plan participants are entitled to examine, without charge, at designated locations, all documents filed by the Plan with the Department of Labor. Members may request copies of all plan documents and other plan information and expect to receive same in 30 days. Members must be provided a copy of the Plan's Annual Report summary. Members may not be discriminated against in the provision of benefits under the Plan. Remedies are available to members who feel the above rights have been violated. The Plan Administrator may be contacted for details.

Governing Law Notice

Many different laws apply to this booklet. Some additional provisions may apply to your situation because the law requires them. This can affect your rights and responsibilities even if the laws are not included or explained in this document. The principal law that applies to this document is Title XVIII of the Social Security Act by the Centers for Medicare and Medicaid Services (CMS). In addition, other Federal laws apply and, under certain circumstances, the laws of the State (s) in which you reside may apply.

Non-Discrimination Notice

When we make decisions about employment of staff, we do not discriminate based on a person's race, disability, religion, sex, sexual orientation, health ethnicity, creed, age or national origin. All organizations that provide Medicare Managed Care Plans and Health Care Prepayment Plans, like Wabash Association, must obey Federal laws against discrimination, including Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act, all other laws that apply to organizations that receive Federal funding and any other laws and rules that apply for any other reason.

Board Disclaimer

Wabash acknowledges that errors and/or omissions could occur in the presentation of this document. The Board of Managers, through its Administrator, reserves the right to interpret this Handbook and its Rules and Regulations according to its original intent and not how it may appear through an error. They also reserve the right to amend this document as may be necessary from time to time.

Nationwide Participating Pharmacies

A&P Pharmacies	Family Meds	Marc's	RX Place
ABCO Markets	Farm Fresh Inc	Martin's	RX United
Acme	Farmco Drug	Med-Rx	Sack N Save
Alaco Discount	Farmer Jack's	Medicap Pharm	SafeScript
Albertsons	Fedco	Medicine Shoppe	Safeway Inc
American Drug	Finast	Meijer Pharm	Sam's Club
Arbor	Food 4 Less	Metro Pharm	Sav-on
Arrow Pharmacies	Food City	Minyard Food	Schnuck's
Aurora Pharmacies	Food Lion	Mr. Discount	Schwegmann
Astrup Drugs	Food Town	Moore & King	Shaw's
B & R Stores	Fred Meyer	Morton	ShopNSave
Bashas United	Fred's	MP TotalCare	Shopko
Bel Air	Fruth's	Navarro Discount	Shoppers
Better Drugs	Giant Pharmacies	Oscos	Smith's
Bi-Lo Pharmacies	Giant Eagle	NCS HealthCare	Snyder Drug
Bi-Mart	H.E.B. Pharmacies	Network Pharm	Sterling
Big Bear Stores	Hannaford Bros	Nob Hill Pharm	Sunfactor
Big Y Pharmacies	Happy Harry's	Omnicare Pharm	Super D
Bigg's Pharmacies	Harco Inc	Oscos	Super Fresh
Brookshire Brothers	Harris Teeter	Pamida	SuperSavOn
Brookshire Pharmacies	Hartig Drug	PathMark	Super Valu
Bruno's Foodworld Inc	Harvest Foods	Pavillion	Target
Buehler Food Mrkt	HenHouse	Payless Pharm	Thrift
Buehler Pharmacies	Hi-School Pharm	Payrite	Thriftway
Buttrey Food & Drug	Homeland Stores	Petty's	Thriftly
Carnival Pharmacies	Horizon Pharm	The Pharm	Tidyman's
City Market Pharmacies	Hy-Vee Inc	PharMerica	Tom Thumb
Columbus Health Services	Ingles Pharmacies	Pharmhouse Corp	Tops
Consumer Pharmacies	K & B Services	PrairieStone Pharm	Treasury
Copps Pharmacies	K Mart	Price Chopper	TrueQuality
Costco Pharmacies	Kare Drug Stores	Price Club	Twin Value
CRX Pharmacies	KashnKarry Food	Price Cutter	Ukrop
CVS	Keltsch Pharm	Publix	United
Cub Pharmacies	Keystone Med	QFC Pharm	USA Drug
D & S Pharmacies	Kindred Pharmacy	QS1	Wal-Mart
D & W Food Stores	King Soopers	QVL Pharm	Waldbaums
Dahl's Food	Kinney Drugs Inc	Rainbow Pharm	Walgreens
Dierberg's Pharmacies	Kohl's	Raley's Pharm	Wegmans
Dillon Pharmacies	Kroger Co	Randall's	Weis
Dominick's Finer Foods	Legend Pharm	Reasor's Inc	Winn Dixie
Drug Town Pharmacies	Lifechek Drug	Red Cross Pharm	Youngfellow
Expo	Long's	Rinderer's Pharm	
Fagen Pharmacies	Lucky Pharmacies	Rite Aid Pharm	
Family Care Network	M & H Drugs	Rosauers Supermarket	

Call EHO at 1-800-650-1817 for current listing

We have over 10,000 independent providers in addition to those listed above.

Eight Ways You Can Help Control Costs

Making choices about your health can sometimes be difficult. When you seek health care, take the same approach you use for buying anything else. Ask questions. Make sure you get the most appropriate care for your condition. Use the following guidelines in order to be a wise health care consumer.



- **Practice Good Health Habits** Staying healthy is the best way to control your medical costs. Eat a balanced diet, exercise regularly, and get enough sleep. Learn how to handle stress. Stop smoking and avoid excessive use of alcohol.
- **Consult Your Doctor Early** Don't let a minor problem become a major one. This makes treatment more difficult and expensive.
- **Use Medicare Participating Providers** when possible. By being enrolled in an HCPP, the patient, physician and Wabash all save.
- **Talk To Your Doctor** To make wise health care decisions, you must understand the treatment and any risks or complications involved. Discuss the need for treatment with your doctor. Ask about treatment costs, too.
- **Make Sure You Need Surgery** If you are unsure about the surgery you face, seek a second opinion. If you need surgery, ask about **Same Day Surgery**. Many procedures can be performed safely without a hospital stay.
- **Review Medical Bills Carefully** Make sure you understand all charges and are only billed for services you receive. Contact your healthcare provider and Wabash Association if you think you have been billed for services you did not receive. Keep your records up-to-date.
- **Compare Prescription Drug Prices** Discuss the use of generic drugs with your doctor or pharmacist. Generic drugs are generally less expensive than brand names drugs for the same quality. Co-payments are also lower for generic drugs.
- **Be A Wise Health Care Consumer** Review your benefits carefully so you can make informed health care decisions.

Wabash Memorial Hospital Association



*HCPP/Medicare Secondary Plan
Member Handbook-Benefit Guide*

ALL ABOARD!

Welcome to the Wabash Memorial Hospital Association where railroaders have had a say in designing their own health benefits since 1884. We're proud to be in our third century of serving railroaders and look forward to providing quality service to our members for years to come.

Originating in 1884 as the Hospital Department of the Wabash, St. Louis & Pacific Railway, Wabash Memorial Hospital Association is a non-profit Health and Welfare Trust Association, operating under Public Law 93-406 as an employer sponsored ERISA Plan through the Department of Labor.



Railroaders Serving Railroaders

Contact Information

For

Wabash Memorial Hospital Association

PO Box 1340 - 1501 North Water Street

Decatur, Illinois 62526

www.wabashcannonball.org

Text Relay Link For Hearing Impaired On Website

Benefit Coverage, Membership and Eligibility,

Claims Inquiries, Provider Information

Local Number - (217) 429-5246

Toll Free Number - (888) 800-9161

Fax Number - (217) 429-1222

Decatur Wabash Outpatient Clinic

Local Number - (217) 425-9642

Toll Free Number - (888) 419-6435

Clinic Fax Number - (217) 425-9660

Board of Managers - 2009

***Eric Ashley
International Brotherhood of Electrical Workers***

***Clarence W. (Bill) Chabak
Retiree Representative***

***Charles Cox
Brotherhood of Maintenance of Way Employees,
Wabash Federation***

***Lucille Derlitzki
Alternate Retiree Representative***

***Richard Hayden
United Transportation Union***

***Tim Hunt
National Conference of Firemen and Oilers***

***Jeremy Jones
International Association of Machinists & Aerospace Workers***

***Mike Patrick, Board Vice Chairman
Sheetmetal Workers International Association***

***Stephen Speagle, Board Chairman
Brotherhood of Locomotive Engineers & Trainmen***

***Paul Stewardson
Brotherhood of Railroad Carmen***

***Stephen Stone
Brotherhood of Railroad Signalmen***

Wabash Administration - 2009

Tamara Bivins, Administrator

Bonnie Musgrave, Office Manager



Wabash Memorial Hospital Association

Serving Railroaders

Since 1884



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