

Medicare, 1949

Drawn this 5th day of January 1949

Between the
Board of the Myrnam Municipal
Hospital District #23, a body
incorporated with its office and
place of business in Myrnam, Alberta

and

Doctor S. Cholod, Physician and
Surgeon, residing and practising
at Myrnam, Alberta

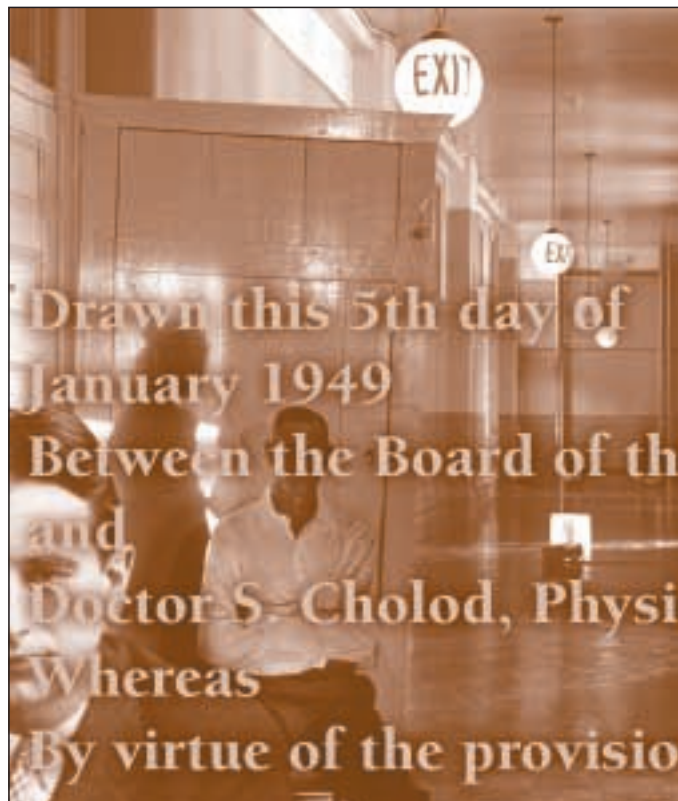
WHEREAS

By virtue of the provisions of the Municipal Hospital Act 1929, and the amendments thereto, the Municipal Hospital Board is empowered to enter an agreement to provide medical service to residents of the hospital district who are entitled to hospital benefits conferred by the Act and the Scheme of the district, and

WHEREAS

The Board has decided to enter into an agreement with Doctor S. Cholod or his successor for this purpose, and in order to prevent any misunderstanding between the parties hereto it is right and proper that the terms of such an agreement be set forth in writing.

1. Therefore, this agreement witnesseth: the physician shall, as here and after provided, attend upon and render such medical care and attention to the best of his skill and ability to all resident members of the Myrnam Municipal Hospital District, and they may during the time that the agreement is in force, apply to him for cure and attention.
2. The medical care and attention to be rendered by the physician shall include:
 - (a) All reasonable and necessary medical care and attention which a general medical practitioner is usually called upon to render.
 - (b) All surgical operations excepting such as may require the services of a specialist.
 - (c) All maternity cases including prenatal care and attention: it is understood that the party concerned shall inform the physician at least 60 days prior to confinement.
 - (d) Treatment and medical care to the eyes, ears, nose and throat, excepting such cases that may require the services of a specialist.
 - (e) The giving of advice on such matters of general family health as may be requested, and the making



of a thorough health examination of any member once a year if desired.

- (f) All services, care and attention usually required to be done or given by a Medical Health Officer, including care of indigents.
3. In case of major operations or any other urgent case where the assistance of another physician is required, the Board will assume the regular charges of such a physician. The patient shall be responsible for, and shall be required to pay the actual transportation costs.
4. The Board may supply any additional services required in an epidemic or other emergency situation.
5. The following medical services shall not be included in the agreement:
 - (a) Dental work of any kind.
 - (b) Treatment of cases of insanity.
 - (c) Treatment of venereal diseases.
 - (d) Treatment of alcoholism or drug addiction or conditions arising or resulting from alcoholism or drug addiction.
 - (e) Treatment of conditions resulting from attempted abortion.

- (f) Treatment and care of [a] nature contrary to the established code of ethics of the medical profession.
 - (g) Treatment and care or attention which does not come within the general duties of the physician or surgeon.
 - (h) The furnishing of any medicine, sera, vaccines, drugs or special dressings, except those provided by a general medical practitioner or a hospital.
 - (i) The fees of an anaesthetist for any major operation.
- The physician may treat any of the above noted exceptions at the patient's expense.
6. Notwithstanding the terms of this agreement, the doctor is permitted to make charges for the following services:
 - (a) Mileage at the rate of 25¢ per mile one way, for any visit made to a patient's home upon the request of such a patient or his agent. If, however, the roads are impossible for motor cars and a livery or other conveyance is necessary, it shall, upon the request of the physician, be supplied by the resident or by the head of the patient's family, in which event the physician shall not be entitled to charge the mileage fee.
 7. The physician's non-emergency office hours for visitors shall be from 2:00 p.m. to 5:00 p.m., during every day of the week except Sunday and Wednesday. In case the physician leaves the district other than to attend a patient, or for a period of more than one day, they shall notify the secretary of the hospital district, and shall provide for some other physician to stay in Myrnam during his absence and answer all necessary and urgent calls which may come in.
 8. For the purpose of this agreement, the term member or resident member or members, shall mean all ratepayers and holders of special agreements who reside in the Municipal Hospital District of Myrnam #23, and who are entitled to hospital services in accordance with the Scheme of the Municipal District of Myrnam and the provisions of the Municipal Hospital Act, 1929, together with the amendment thereto.
 9. In consideration of the foregoing, the district covenants and agrees to pay the physician \$7500.00 per annum, to be paid in monthly installments of 12 payable on the first day of each month following the month in which it was earned. It is mutually agreed that this agreement be made retroactive to the 1st day of January 1949.
 10. Immediately upon approval and adoption of the above agreement the physician shall be furnished by the district with a complete list of the members of the Myrnam Municipal Hospital District who are entitled to the physician's services, and will from time to time, thereafter, notify the physician of the names of any additional members who have subsequently become entitled to his service.
 11. Upon being notified by a physician that any party applying to him for medical care and attention is not on the list furnished by the district, and claims to be member of the said district, the Secretary Treasurer shall immediately proceed to verify the claim of the applicant and forthwith notify the physician whether or not such applicant is a member within the meaning of this agreement.
 12. In the event of any dispute arising between the district and the physician as to the meaning of any of the terms and conditions of this agreement, or in any other manner or way whatsoever in connection herewith, then the same shall be referred to a Board of Arbitration, one member of which shall be appointed by the district, and one by the physician, and the third member to be appointed by the first two members. The decision of such Board of Arbitration on the matter in dispute, shall be final and binding upon the district and the physician.
 13. The agreement between the Board and Physician as executed shall continue to be in force until terminated, pursuant to the provisions of paragraph 14 thereof.
 14. Either party may terminate this agreement upon giving to the other party three months notice in writing by registered mail, of his intentions to terminate same.

This contract was forwarded to us by Dr. Eugene Cholod of Grand Bend, Ont. His father, Dr. Steven Cholod, practised in Myrnam, Alta., for 44 years.