

CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 1661.

A BY-LAW to authorize the execution of an agreement between H. H. Planche, M.D., C. M. Eaton, M.D., R. A. McLeod, M.D., and W. B. McKee, M.D., acting for and on behalf of Medical Practitioners practicing in the Municipality of Burnaby and the Corporation of the District of Burnaby.

THE COMMISSIONER for the Corporation of the District of Burnaby ENACTS as follows:

1. Authority is hereby given to the Commissioner and Clerk of the Corporation of the District of Burnaby to sign, execute, and affix the Corporate Seal to and give delivery to H. H. Planche M.D., C. M. Eaton, M.D., R. A. McLeod, M.D. and W. B. McKee, M.D., therein named of an agreement between the said H. H. Planche, M.D., C. M. Eaton, M.D., R. A. McLeod, M.D. and W. B. McKee, M.D., acting for and on behalf of Medical Practitioners practicing in the Municipality of Burnaby, and the Corporation of the District of Burnaby providing for Medical Treatment to persons in receipt of relief within the Municipality of Burnaby on the terms and conditions set forth in said agreement, a copy of which is hereunto annexed and that all as an Act and Deed of the said The Corporation of the District of Burnaby.

2. This By-law shall take effect on the registration thereof as provided in Section 186 of the "Municipal Act".

3. This By-law may be cited as "BURNABY MEDICAL AID AGREEMENT AUTHORIZATION BY-LAW 1939."

DONE AND PASSED this Twenty second (22nd) day of March, A.D. 1939.

RECORDED AND FINALLY PASSED this Twenty fourth (24th) day of March, A.D. 1939.

*Hugh W. Fraser*

COMMISSIONER.

*Charles B. Brown*

CLERK.

I, Charles B. Brown, Clerk of the Corporation of the District of Burnaby do hereby certify the foregoing to be a true copy of a By-law passed by the Commissioner for the Corporation of the District of Burnaby on the Twenty fourth (24th) day of March, A.D. 1939.

*Charles B. Brown*  
CLERK.

THIS INDENTURE made in duplicate the Thirty first  
(31st) day of March in the year of our Lord one thousand nine  
hundred and thirty-nine.

BEFORE:

THE CORPORATION OF THE DISTRICT OF BURNABY

(Hereinafter called "the Corporation")

OF THE FIRST PART:

AND:

HENRY HOWARD BLANCHARD of 4107 Albert Street;  
CARL H. SATON of 40 South Esmond Avenue;  
RODERICK A. COLLED of 2205 Fulton Avenue and  
T. B. MCKEE of 3375 Patterson Avenue; all of  
the Municipality of Burnaby, in the Province  
of British Columbia, Physicians.

(Hereinafter called "the parties of the second part")

OF THE SECOND PART:

WHEREAS the Corporation is charged with granting  
relief to persons who reside in the Municipality of Burnaby and  
for whose maintenance, under existing law, the Corporation is  
responsible subject to receipt of certain allowances or contri-  
butions from the Government of the Province of British Columbia;

AND WHEREAS the Corporation does in fact disburse such  
relief and in the course of administration thereof issues cards  
to recipients of relief showing from month to month that they are  
entitled to relief and on such cards are stamped or printed the  
word "ACTIVE" as evidence that they are active relief recipients  
in and for the month or months in respect of which the cards are  
stamped;

AND WHEREAS the Corporation in the course of  
administering relief, engages to be responsible for medical and  
minor surgery services to active relief recipients in a certain  
amount and to a certain extent;

AND WHEREAS physicians and surgeons carrying on  
business in the Municipality of Burnaby have hitherto rendered

such medical and minor surgery services as were necessary for said relief recipients and in respect thereof have received remuneration to an extent agreed upon from the Corporation in full for such services and are agreeable to continue rendering such services on the terms and conditions hereinafter appearing;

AND WHEREAS the parties of the second part have represented to the Corporation that they have authority to act for themselves and all other physicians and surgeons carrying on business in the Municipality of Burnaby who now or may hereafter render medical and minor surgery services to active relief recipients during the currency of this agreement and to bind them and themselves by these presents (which also contain provisions regarding the supply of drugs and other matters);

WHEREFORE in consideration of the premises and of the covenants, promises and agreements herein contained, the Corporation and the parties of the second part hereby mutually covenant and agree to and with each other as follows:-

1. The parties of the second part and all others the Physicians and Surgeons carrying on business in the Municipality of Burnaby, acting by and through the parties of the second part, and hereinafter called "the said Physicians" hereby covenant, promise and agree to and with the Corporation that they, the said Physicians will, during the currency of this agreement, render professional services, covering ordinary cases of medical and minor surgical care and attention, including, without limiting the generality of the foregoing, the supply or the giving of orders for the supply of necessary drugs and medicine according to Pharmacopoeia as approved by the Corporation, to active relief recipients in the Municipality of Burnaby at and for the price or fee hereinafter undertaken to be paid by the Corporation.

2. The Corporation hereby covenants, promises and agrees to and with the said Physicians that it will pay to the

Physician hereinafter mentioned and for the purpose of distribution among the said physicians for professional services rendered by them in terms of this Agreement a monthly sum calculated at the rate of sixty-six cents per month for each of the active relief recipients on the Roll of the Corporation for the particular month for which such payment is made and from month to month during the subsistence of this agreement and such payment, which shall be paid regardless of whether an active relief recipient requires medical and minor surgical care and attention or not, shall, subject to the provisions of the next succeeding paragraph, include and cover, so far as the liability of the Corporation is concerned, any and all attendances and treatment made and given by the said physicians to active relief recipients during the month in respect of which the payment is made.

3. The said physicians hereby further covenant, promise and agree to and with the Corporation that they will give and provide obstetrical and maternity treatment to active relief recipients requiring such treatment in their own homes, it being understood and agreed that obstetrical and maternity treatment in the homes of active relief recipients shall only be given and provided when and where the health and safety of the patient or patients are not in any way endangered thereby. For and in respect of such treatment the Corporation shall pay in manner and to the physician hereinafter mentioned and for distribution as hereinafter provided a flat rate or sum of Twenty (\$20.00) Dollars for each case without reference to the number of visits or amount of treatment required.

4. It is understood and agreed by and between the parties hereto that the term "active relief recipient" where it occurs herein shall only mean and include relief recipients in respect of whom the Corporation receives a contribution from the Government of the Province of British Columbia and to whom the

Corporation has issued a relief card as hereinbefore set out and the figures given as to the number of active relief recipients by the Corporation in each month shall be final and binding on all parties. The responsibility of ascertaining whether or not a person is an active relief recipient by examination of his or her relief card stamped as aforesaid rests with the said physicians.

5. In addition to the sums payable by it as hereinbefore provided the Corporation shall pay for all medicines and drugs supplied to active relief recipients in terms hereof to the druggists supplying them, provided that the supplying of the said medicine and drugs has been authorized by the said physicians or one of their number; and provided however, that in the event of the account for medicines and drugs in any one month ordered or authorized by any one of the said physicians being more than 15% of the bill or account of that physician for professional services rendered to active relief recipients for the same month and reviewed as provided in clause 8 hereof the amount of the said account for drugs and medicine in so far as it exceeds 15% of the so reviewed and approved bill or account of such physician shall be deducted from the payment to be made to the parties of the second part in terms of paragraph 7 hereof.

6. All accounts incurred or authorized by the said physicians for medicines and drugs supplied in terms of this agreement shall be rendered by the druggists at the end of each calendar month and submitted to the Corporation for payment after certification by Doctors Eaton, McKee, Plénche, McLeod, B. H. Fraser and William Sager, or any three of them on or before the 15th day of the following month.

7. All sums payable hereunder to the said physicians in respect of professional services rendered hereunder shall be paid by the Corporation to Dr. Carl M. Eaton or to such other person as may be named in writing for that purpose by the parties of the Second Part.

who shall be responsible for dividing and distributing the same among the said physicians in the proportions to which they are respectively entitled thereto and no liability or responsibility shall attach to the Corporation in connection with the division and distribution of the said sums or any part thereof or in connection with the computation or manner of such divisions or distribution, and the Corporation is hereby relieved and indemnified by the execution hereof by the parties of the second part of, from and against all or any claim by the said physicians for or in connection with the services rendered by them or any of them hereunder to the said active relief recipients in any manner or way.

8. The said physicians in charging their bills or accounts and as between and among themselves shall adhere to the fees set out in the regulations of the College of Physicians and Surgeons; it being however understood and agreed that all bills or accounts of the said physicians shall from month to month be submitted to and reviewed by the said Doctors Aston, Colee, Planché, Coleod, R. H. Fraser and William Sager, who or the majority of whom shall have power to reduce such bills or accounts if they think fit.

9. It is a term and condition of the liability of the Corporation for payment of the sums payable by it hereunder, including accounts incurred to Druggists that all active relief recipients shall be limited to the services of one physician for each calendar month. Each of the said physicians shall be and is hereby charged with ascertaining whether or not during the then current month the active relief recipient has had medical or surgical care and attention during the month from any other physician and if he or she has had such care and attention to refer him or her back to the physician first consulted.

10. Should any of the said physicians in rendering professional services hereunder deem it necessary or advisable that any active relief recipient or recipients should be taken to the

Out Patients Department of the Vancouver General Hospital for examination and treatment he shall first submit the facts of the case together with his recommendation to Doctors Weston, McKee, Piroche, McLeod, Fraser and Sager, who shall review the case and determine what disposition shall be made of it. In the event of their deciding that such recommendation should be followed and if it be followed, the Corporation shall pay the said Hospital the fees incurred to it in or about the admission and accommodation of the said active relief recipient or recipients in the said Out Patients Department.

11. This Agreement may be terminated at any time by either the Corporation or the parties of the second part upon giving at least thirty days' previous notice in writing to the other of its or their desire to terminate the Agreement and upon the date mentioned in the notice as the date of termination of this Agreement the same shall come to an end and be of no further force or effect.

IN WITNESS WHEREOF the Corporation has hereunto affixed its Corporate Seal and the parties of the second part have hereunto set their hands and seals the day and year first above written.

The Corporate Seal of the Corporation was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the parties of the second part in the presence of:



*P. W. Fisher*  
DEPUTY CLERK, EXECUTIVE COUNCIL

**Certified Copy of a Minute** of the Honourable the Executive  
Council, approved by His Honour the Lieutenant-  
Governor on the 28th day of March, A.D. 1939.  
397

TO HIS HONOUR  
THE LIEUTENANT-GOVERNOR IN COUNCIL:

The undersigned has the honour to recommend

THAT pursuant to the provisions of Section 508 of the "Municipal Act", being Chapter 199 of the "Revised Statutes of British Columbia, 1936", By-law No. 1662, of the Corporation of the District of Burnaby cited as "Burnaby Sinking Fund Suspension By-law 1939", be approved in the form of By-law attached hereto:

AND THAT a certified copy of this Minute, if approved, be transmitted to Hugh M. Fraser, Commissioner of the said Corporation, at Edmonds, B.C.

DATED this 28th day of March, A.D. 1939.

"T. D. PATTULLO"

Acting Minister of Municipal Affairs.

APPROVED this 28th day of March, A.D. 1939.

"T. D. PATTULLO"

Presiding Member of the Executive Council.