

**THIS AMENDING AGREEMENT** is dated effective the 15<sup>th</sup> day of October, 2020 (the “**Agreement**”).

**BETWEEN:**

**ALBERTA HEALTH SERVICES**

(“**AHS**”)

- and -

**MILLER SMITH PROFESSIONAL CORPORATION**

(the “**Operator**”)

(collectively, the “**Parties**” and each of them, a “**Party**”)

**RECITALS:**

- A. The Parties have entered into an Agreement for the Provision of Facility Services Relating to Oral and Maxillofacial Surgery dated July 1, 2019, referenced as CLM204843, with Ministerial Order #604/2019 (the “**Initial Agreement**”).
- B. The Parties wish to amend the Initial Agreement on the terms and subject to the conditions set forth in this Agreement.

**NOW THEREFORE** for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree on the terms and subject to the conditions set forth in this Agreement as follows:

#### **ARTICLE 1 MINISTERIAL APPROVAL**

- 1.1** It is an express condition precedent to this Agreement having any force or effect that the Minister of Health for Alberta shall have approved this Agreement. If this condition is not fulfilled as at the date of this Agreement then, notwithstanding any other provision to the contrary, this Agreement shall not come into effect unless and until the Minister of Health for Alberta’s said approval is granted and neither Party shall have rights or obligations relative to this Agreement until that time.

#### **ARTICLE 2 AMENDMENTS**

##### **2.1 Amendments to Initial Agreement**

- (a) Section III (III. Maximum Facility Fee and Supplies Reimbursement Payable) of Schedule B (Service and Services Fees) is hereby deleted and replaced with the following.

### **III. Maximum Facility Fee and Supplies Reimbursement Payable**

The funding outlined in the table below represents the aggregate possible funding to be shared amongst all of the Calgary Zone Oral and Maxillofacial Facility Operators contracting with AHS for the provision of Facility Services relating to Oral and Maxillofacial Surgery.

<b>Description</b>	<b>Period</b>	<b>Amount</b>
Estimated Total Contract Value, including Facility Fees and Supplies:	July 1, 2019 to March 31, 2020 (9 months)	\$375,000.00
Maximum Contract Value:	July 1, 2019 to March 31, 2020 (9 months)	\$450,000.00
Estimated Total Contract Value, including Facility Fees and Supplies:	April 1, 2020 to Oct 14, 2020 (6.5 months)	\$270,833.00
Maximum Contract Value:	April 1, 2020 to Oct 14, 2020 (6.5 months)	\$325,000.00
Estimated Total Contract Value, including Facility Fees and Supplies:	October 15, 2020 to March 31, 2021 (5.5 months)	\$426,250.00
Maximum Contract Value:	October 15, 2020, 2020 to March 31, 2021 (5.5 months)	\$511,500.00
Estimated Total Contract Value, including Facility Fees and Supplies:	April 1, 2021 to March 31, 2022	\$930,000.00
Maximum Contract Value:	April 1, 2021 to March 31, 2022	\$1,116,000.00
Estimated Total Contract Value, including Facility Fees and Supplies:	April 1, 2022 to March 31, 2023	\$930,000.00
Maximum Contract Value:	April 1, 2022 to March 31, 2023	\$1,116,000.00
Estimated Total Contract Value, including Facility Fees and Supplies:	April 1, 2023 to March 31, 2024	\$930,000.00
Maximum Contract Value:	April 1, 2023 to March 31, 2024	\$1,116,000.00
Estimated Total Contract Value, including Facility Fees and Supplies:	April 1, 2024 to June 30, 2024 (3 months)	\$232,500.00
Maximum Contract Value:	April 1, 2024 to June 30, 2024 (3 months)	\$279,000.00

The Estimated Total Contract Value indicated above reflects the approved funding for all procedures which includes all Facility Fees and Supplies Reimbursement. The estimated and maximum contract value indicated above should in no way be taken to be representation, warranty or guaranteed by AHS that the Operator will have sufficient insured procedures to achieve the stated estimated annual funding payable during the term of this Agreement.

The Maximum Contract Value described above includes a 20% contingency amount. No portion of the contingency may be billed for without prior written approval from AHS, which approval may be arbitrarily withheld. Contingency funding is for extenuating purposes only.

### **ARTICLE 3 GENERAL**

#### **3.1 Capitalized Terms**

Unless otherwise defined, the capitalized terms used in this Agreement have the respective meanings ascribed to them in the Initial Agreement.

### **3.2 Effect of Agreement**

Other than as expressly provided for herein, this Agreement does not serve to amend any terms or conditions of the Initial Agreement, the terms and conditions of which shall remain in full force and effect otherwise unamended. This Agreement is entered into as a supplementary document to the Initial Agreement and is subject to the other terms and conditions of the Initial Agreement and, in particular, all provisions and terms of general interpretation, construction and application (including but not limited to those relating to governing law, amendments, enurement, calculation of time periods and dispute resolution) are hereby incorporated by reference and deemed to be made a part hereof.

### **3.3 Entire Agreement**

This Agreement and the Initial Agreement and any other agreements and documents that have been, or are required or contemplated to be, delivered pursuant hereto or thereto constitute the entire agreement between the Parties, setting out all the covenants, warranties, representations, conditions, understandings and agreements between the Parties pertaining to the subject matter of the Initial Agreement, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written.

### **3.4 Further Assurances**

Each Party shall, with reasonable diligence, do all such things, provide all such reasonable assurances and execute and deliver such further documents or instruments as may be required by the other Party in order to give effect to and carry out the provisions of this Agreement or which otherwise may be reasonably necessary or desirable to effect the purpose of this Agreement.

**- Remainder of page intentionally left blank -**

**3.5 Execution in Counterparts**

This Agreement may be executed by the Parties in counterparts and may be executed and delivered by facsimile or other means of electronic transmission and all such counterparts shall together constitute one and the same agreement.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth below.

**ALBERTA HEALTH SERVICES**

By: Original Signed  
Name:  
Title:  
Date:

By: Original Signed  
Name:  
Title:  
Date:

**MILLER SMITH PROFESSIONAL CORPORATION**

By: Original Signed  
Name:  
Title:  
Date: