

THIS AMENDING AND EXTENSION AGREEMENT is dated effective the 1st day of April, 2024 (the “**Agreement**”).

BETWEEN:

ALBERTA HEALTH SERVICES

(“**AHS**”)

- and -

WEISS CLINIC INC.

(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 Insured Plastic Surgical Services referenced as CLM208137 dated April 1, 2023 with Ministerial Approval (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;
- C. The Initial Agreement is said to expire on March 31, 2024; and
- D. The parties wish to further extend the term of the Initial Agreement for a period of two (2) years.

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
EXTENSION OF TERM**

2.1 The Parties hereby agree to extend the term of the Initial Agreement for a period of **two (2) years**, commencing **April 1, 2024 and ending on March 31, 2026** (the “**Extension Term**”).

**ARTICLE 3
AMENDMENTS**

3.1 Amendments to Initial Agreement

Schedule “A” attached hereto shall supersede Schedule “B” to the Initial Agreement and all references to Schedule “B” in the Initial Agreement shall be read as a reference to Schedule “A” attached hereto.

**ARTICLE 4
GENERAL**

4.1 Capitalized Terms

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

4.2 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.

4.3 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.

4.4 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.

4.5 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:

WEISS CLINIC INC.

By: Original Signed _____

Name:

Title:

Date:

CPSM Copy

**SCHEDULE “A”
TERM, REPRESENTATIVES, FREQUENCY OF MEETINGS, DESCRIPTION OF SERVICES
AND SERVICE FEES**

1.1 Term

Subject to earlier termination as contemplated in this Agreement, the Service Provider shall commence the Services on April 1st, 2023 and shall complete the Services on or before March 31st, 2026.

1.2 Service Provider Representative

Name: Christina Trang
Position: Operating Manager
Tel: 780-904-9109
EM: christina.trang@weissclinics.com

1.3 AHS Representative

Name: Heather Carew
Position: Executive Director, RAH Operative Services, EZ Centralized Programming
Tel: 780-735-4147
EM: Heather.Carew@albertahealthservices.ca

1.4 Description of Services

The Service Provider shall provide CSF services related to the provision of Insured Plastic Surgery procedures under the *Alberta Health Care Insurance Plan* (Alberta) (together with the ancillary services set out below, the “**Services**”).

The Service Provider may deliver the Services with Practitioners having Clinical Privileges for the Zone in which the Facility is located; provided that in each instance, the provision of the Services requested is both clinically and ethically appropriate, and constitutes the provision of a service which is Insured to a person eligible to receive those Services.

The Service Provider shall also provide the following ancillary services:

1.4.1 Clinical Support

- (a) collaborate with AHS in focusing on approaches to the provision of the Services which ensure that the Services as provided are part of a health system which optimizes resource utilization and provides services which are of high quality, efficient and effective and which ensures that the Services as provided by the Service Provider are provided in a manner and to a standard not less than that provided in public hospitals;
- (b) accommodate the implementation of any clinical practice guideline developed from time to time by those clinical departments/divisions/sections in the Province of Alberta relevant to the performance of the Services;
- (c) collaborate and cooperate with AHS on a continual basis in the development and implementation of innovative projects or processes relating to the provision of surgical

services in the Province of Alberta of, or similar to, the nature and type of the Services, including those related to:

- (i) assessing the health needs in the Province of Alberta,
 - (ii) assessing resource utilization in the Province of Alberta,
 - (iii) developing continuous quality improvements,
 - (iv) evaluating the cost effectiveness of the Services; and
 - (v) developing processes to accommodate expected future changes to Clients requiring services (e.g. population ageing, criteria expanding), and to implement within the Facility all related AHS and joint AHS-CPSA quality assurance and monitoring activities developed;
- (d) act reasonably to meet volume demands within criteria established and funding available as specified in this Agreement;
 - (e) act reasonably to pace the procedures carried out at the Facility on an annual basis such that the maximum cumulative available Services (as identified in Schedule “B”) per annum are reasonably distributed/scheduled over the whole year;
 - (f) participate in technology assessment, including equipment, testing protocols and procedures;
 - (g) incorporate specific outcome measures for the Services;
 - (h) inform AHS of any new technology/practice procedures related to the Services which are discovered and which appear to have a reasonable potential to significantly impact either Client care or the cost of providing the Services; and
 - (i) obtain the written approval of AHS prior to use of new technology/ practice procedures in connection with the Services.

1.4.2 Educational Support

Having regard to the resources reasonably available to the Service Provider for such purposes, the Service Provider will cooperate with and assist AHS (and appropriate educational institutions) in the pursuit of their respective missions to educate students, residents and other post-graduates in medicine and other health disciplines in the Province of Alberta. Without limiting the foregoing, the Service Provider’s involvement will include the participation of students in hands-on as well as observational clinical experiences, including:

- (i) patient care;
- (ii) surgical and anesthetic teaching and assisting;
- (iii) counselling and technical evaluation of patients, pre-operatively and post-operatively;
- (iv) quality improvement protocols; and

- (v) development, evaluation and completion of research protocols.

1.4.3 Research Support

- (a) The Service Provider will cooperate with AHS to provide such participation by its Staff as may be reasonable in relation to the carrying out of research according to approved AHS research protocols and confidentiality requirements within the Province of Alberta.
- (b) The Service Provider agrees to promptly notify AHS in the event that it undertakes or agrees to participate in any form of clinical trial, research project, instrument use, or similar activity which in any way relates to the Services provided under this Agreement and ensure that it has all necessary approvals for any of the above noted activities. The Service Provider shall, upon request, provide AHS with written evidence of Client disclosure and consent to research.

1.4.4 Zone Operations Committee

In each applicable Zone (Edmonton or Calgary) an “Operations Committee” will be formed. Each such committee will include at least one (1) representative from the Service Provider, one (1) representative from the section(s) lead within the Department of Surgery, and one (1) AHS representative.

The Service Provider will designate at least one (1) individual to join the operations committee. If the Service Provider representatives change, the Service Provider they will immediately notify AHS and the Department/Section as applicable.

The Section Head of the Department of Surgery for Calgary Zone or Edmonton Zone, will designate one representative. If the Department/Section Representative changes, the Department/Section will notify the Service Provider forthwith of the new Department/Section Representative.

1.5 Deliverables

1.5.1 The Deliverables are:

- (a) All reporting set out under this Agreement, including as set out in Schedule “F”;
- (b) Complete any required operative reports and information for the AHS procedures (or similar report) (the “**Operative Report**”) to contribute to the required AHS platforms or other clinical information systems. The Operative Report must include:
 - (i) Date of Surgery;
 - (ii) Pre-operative diagnosis;
 - (iii) Post-operative diagnosis;
 - (iv) Thorough description of surgical procedure and operating room patient care record;
 - (v) Client tolerance to procedure;
 - (vi) Any abnormal findings and/or complications observed during the procedure;

- (vii) Anticipated recovery date; and
- (viii) Approximate date of the follow-up.
- (c) To help Staff meet these Operative Report requirements, the Service Provider will post a template/guide/outline in the physician dictation room / office at the Facility.
- (d) Deliver to AHS copies of the Operative Report and all medical health records created by the Staff regarding the Services, whereby the Service Provider shall meet or exceed the following minimum target:
 - (i) 95% of the final electronic medical records completed and electronically contributed to AHS' supported electronic system within five (5) Business Days of the procedure being completed;
 - (ii) The remainder of the final electronic medical records reports completed and electronically contributed to AHS' supported electronic system within five (5) Business Days of the procedure being completed;
 - (iii) An anesthetic record, operating room patient care record and post anesthetic recovery room record shall be completed by the medical and nursing professionals providing direct care for every Client prior to discharge from the Facility; and
 - (iv) The Service Provider will provide the referring physician (who referred the Client to the Service Provider or Staff) with a copy of the Operative Report within the performance target timelines listed above;
- (e) Copies of all medical health records related to Services performed at the Facilities will be transferred or transmitted accurately and expeditiously (by courier or electronic means, subject always to the form of transfer or transmittal used meeting the requirements of all Applicable Laws related to privacy and protection of data) to all those persons responsible for the ongoing care, if any, of Clients, in every case and AHS, when requested.
- (f) Notwithstanding Sections 1.5.1(d) and 1.5.1(e), the Service Provider shall at all times comply with the applicable legislative provisions, regulations, policies and directives which are now, or at anytime in the future become, applicable to the Service Provider regarding the maintenance of their legal record of care.

1.6 Service Fees

Pricing and procedure details provided in the original signed agreement.

1.7 Estimated Service Fees Payable

The funding outlined in the table below represents the total possible funding for surgical services:

Estimated Contract Value:	April 1, 2023 – March 31, 2024	\$269,207.78
Maximum Contract Value:	April 1, 2023 – March 31, 2024	\$349,970.11
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Estimated Contract Value:	April 1, 2025 – March 31, 2026	\$269,207.78
Maximum Contract Value:	April 1, 2025 – March 31, 2026	\$349,970.11

The Estimated Total Contract Value indicated above reflects the approved funding for all procedures which includes all Service Fees. The estimated and maximum contract value indicated above should in no way be taken to be representation, warranty or guaranteed by AHS that the Service Provider 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 contingency amount of up to 30%. No portion of the contingency may be billed for without prior written approval from AHS, which approval may be arbitrarily withheld.

1.8 Service Level Expectations

Without limiting any other requirements of the Agreement, the Service Provider shall meet or exceed the following standards, policies, and guidelines:

(a) Facility

Current CSF accreditation by CPSA and ongoing compliance with the CPSA’s CSF Standards and Guidelines, as amended. Current designation by the Minister of Health.

(b) Equipment & Instruments

As described by the Canadian Standards Association (CSA), the Canadian Anesthesiologists' Society (CAS), and the CPSA Standards and Guidelines for CSFs and AHS, pertaining to critical, semi-critical and non-critical medical devices, in each case to the extent applicable.

Equipment is to be in good working order for all procedures. Facility to notify AHS Representative, as defined in Section 1.3 in this Schedule “B”, if equipment downtime will affect scheduled Client care.

(c) Preventative Maintenance

Standards of applicable Professional Governing Body. Anesthesia and surgical equipment maintenance standards as per manufacturer specifications and guidelines, subject to review and acceptance by AHS.

(d) Supplies

Standards of applicable Professional Governing Body. Medical surgical, pharmaceutical and linen supplies must be appropriate for the Client population to be served. The Service Provider shall consult with the surgeons in its Staff to identify the surgeons’ preferred medical surgical, pharmaceutical and linen supplies and reasonably accommodate these preferences. The Service Provider shall ensure that the Services, equipment and supplies comply in all respects with the IPC Standards, attached hereto as Schedule “C”, Appendix 1, as amended by the Minister from time to time. The Service Provider shall obtain copies of the IPC Standards listed in Schedule “C”, Appendix 1 from time to time during the Term from the Minister’s website at:

<http://www.health.alberta.ca/newsroom/pub-infection-prevention.html>

(e) Facility Staff

At a minimum, Staff must have the appropriate experience for the needs of the Client population served, in compliance with the CPSA, Operating Room Nurses Association of Canada (ORNAC) and the designated professional licensing body.

In each Facility where general anesthetics or sedation are administered, there must be one member who is currently certified in Advanced Cardiac Life Support (ACLS) present at all times in the surgical suite or two if the physician administering IV sedation is a non anesthesiologist. All patient care Staff must have current Basic Cardiac Life Support (BCLS).

In addition to skilled nursing Staff, the Service Provider must provide for appropriately trained and experienced support Staff, including but not limited to manager, booking personnel, re-processing Staff with certification and housekeeping Staff.

(f) Health Record Documents

Documentation standards are subject to audit by each (or both) of AHS and the Government of Alberta upon three (3) days' prior notice to the Service Provider. Documentation standards must meet the CSF Accreditation Standards as outlined by the CPSA.

Records relating to the provision of Services shall meet or exceed the requirements of Applicable Policies and procedures; Professional Governing Bodies; and record retention as defined by the College Standards for CSFs.

In addition to the Client record, the Service Provider must maintain an individual Client statement (*Disclosure Respecting Sale of Enhanced Medical Goods or Services*) regarding the provision of enhanced medical goods and services within the Facility, as stipulated in the HCP Regulation.

(g) Medical Staff

The Service Provider shall have a medical director approved by the CPSA on staff who:

- (i) has an active appointment on the Medical Staff; and
- (ii) recognizes the authority of AHS' clinical departments/divisions/ sections to establish medical standards of care, principles and policies and to determine level and extent of clinical responsibilities of members of such departments/divisions/ sections.

The Service Provider must adhere to the ethical guidelines and norms as set out by the CPSA, the Medical Staff and other bodies having jurisdiction over matters pertaining to practitioners providing the Services to ensure that they will adhere to the ethical guidelines and norms as set out by their appropriate professional bodies, if applicable.

(h) Client Prioritization

The Service Provider will ensure its Staff books the longest waiting AHS cases appropriate for the Services and prevent Clients from receiving preferential access to the Services, in compliance with AHS Policy, "Appropriate Prioritization of Access to Health Services" (online: <https://extranet.ahsnet.ca/teams/policydocuments/1/clp-ahs-apa-policy-1167.pdf>) Client prioritization is the responsibility of the Service Provider and surgeons to ensure appropriate booking priority of patients using information provided by Alberta Coding Access Targets for Surgery (aCATS). Patient booking priority by surgeon is subject to review by the AHS and/or the relevant Department/Section.

(i) Client Booking Conversation

The Service Provider will provide the following information and address any questions the Client may have related to the surgical process during the booking conversation. The conversation will include:

- a) outline of the surgical process and what to expect;
- b) attendance expectations;
- c) directions to the Facility;
- d) pre-operative instructions; and
- e) any other appropriate information (*e.g.*, surgeon specific postop information, who to contact in case of a concern/complication).

(j) Client Admission Criteria

The Service Provider will ensure that the following criteria are met prior to commencing the surgical intervention:

- a) The Client's informed consent to undergo surgery has been obtained; and
- b) The Client is medically stable and there is no evidence of any contraindications that may put the Client at risk for surgery in the chartered surgical facility.

The Service Provider will inform the referring physician (who referred the Client to the Service Provider or Staff) immediately if any of the above admission criteria are not met or the surgery must be completed in a public hospital.

(k) Anesthesia

All Clients undergoing anesthesia shall be assigned and noted on the Client's chart, an American Society of Anesthesiologists (ASA) classification of physical status by an anesthetist. Preoperative evaluation and Client selection shall be according to the CPSA Standards and Guidelines for CSFs.

Anesthetists practicing in the Facility shall follow the policies principles, procedures standards and scheduling established by the AHS zone/local Department of Anesthesia.

(l) Surgeons

The respective AHS Zone Department of Surgery will allocate the procedures or operative time among the surgeons who perform Services at the Facility.

(m) Discharge Process

The Service Provider will provide the Client with detailed discharge instructions including the contact information for their attending surgeon and/or covering surgeons in the event of post-operative emergency. Emergency Room information for any after hour needs and any immediately required supplies/medications will also be provided. Prescriptions for additional supplies/medications will be provided along with discharge information.

(n) Post Surgical Follow Up

The Service Provider will provide the Client with the date and time of the first post-operative follow up appointment prior to discharge.

(o) Unplanned Transfer to Hospital

For Clients requiring emergency transfer from the Facility to an acute care hospital, the Service Provider shall ensure that the attending physician or anesthesiologist shall directly communicate this transfer to an appropriate colleague or emergency room physician of the receiving hospital. Client care information must accompany the Client to the hospital. This shall include, but not be limited to, copies of the following: history and physical exam record; consultation records; diagnostic records (lab reports, appropriate x-rays; ECG, etc.); anesthetic record (if applicable); operating room; and recovery room nursing records (if applicable).

Emergency Medical Services (EMS) transportation costs will be paid by AHS with invoice submission required, only for Clients that require an unplanned transfer to an emergency department and/or admission to hospital.

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