

THIS AMENDING AND EXTENSION AGREEMENT is dated effective the 1st day of July, 2024 (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 Surgical Services, dated July 1, 2019 with Ministerial Order #604/2019 and as amended by agreements dated October 15, 2020 with Ministerial Order #600/2020, and Ministerial Approval on January 20, 2021, September 1, 2021 and September 1, 2023 (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 June 30, 2024.
- D. In accordance with and as contemplated in Section 6.3 of the Initial Agreement, the Parties wish to further extend the term of the Initial Agreement for a period of twenty-one (21) months.

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** In accordance with Section 6.3 of the Initial Agreement, the term of the Initial Agreement is extended for a period of twenty-one (21) months commencing July 1, 2024 and ending March 31, 2026 (the “**Extension Term**”).

ARTICLE 3 AMENDMENTS

3.1 Amendments to Initial Agreement

Schedule “B” of the Initial Agreement is deleted and replaced with Schedule “A” which is attached to this Agreement.

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:

**MILER SMITH PROFESSIONAL
CORPORATION**

By: Original Signed _____

Name:

Title:

Date:

**SCHEDULE “B”
SERVICES AND SERVICE FEES**

I. Description of Services

Alberta Health Services (AHS) requires the services of the Operator to provide insured oral and maxillofacial surgical procedures under the Alberta Health Care Insurance Plan. Oral and maxillofacial surgical procedures performed in Chartered Surgical Facilities are limited to the type approved by the College of Physicians and Surgeons of Alberta (CPSA).

In providing Anesthetic Services, the Operator shall adhere at all times with the Accreditation requirements of the CPSA, the Association and any Designation requirements imposed by the Minister in respect of the Facility.

AHS acknowledges that uninsured Services will be performed at the Facility, and such Services may by their nature, be performed under the same anesthetic or sedation provided for the Insured Services. AHS acknowledges that such concurrently provided uninsured Services are not considered to be Enhanced Medical Goods or Services and the provision of these uninsured Services is outside the scope and terms of this Standard Form of Agreement.

II. Service Fees

Service Fees shall be paid for each Insured Service performed, under General or Neuroleptic Anesthesia, in accordance with the below Service Fees.

Pricing and procedure details provided in the original signed agreement.

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 the Calgary Zone Oral and Maxillofacial Facility Operators contracting with AHS for the provision of Facility Services relating to Oral and Maxillofacial Surgery.

Description	Period	Amount
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 March 31, 2021	\$997,833.00
Maximum Contract Value:	April 1, 2020 to March 31, 2021	\$1,197,399.60
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	\$1,395,000.00
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	\$1,395,000.00
Estimated Total Contract Value, including	April 1, 2023 to March 31, 2024	\$930,000.00

Facility Fees and Supplies:		
Maximum Contract Value:	April 1, 2023 to March 31, 2024	\$1,395,000.00
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)	\$348,750.00
Estimated Total Contract Value, including Facility Fees and Supplies:	July 1, 2024 to March 31, 2025 (9 months)	\$1,125,000.00
Maximum Contract Value:	July 1, 2024 to March 31, 2025 (9 months)	\$1,350,000.00
Estimated Total Contract Value, including Facility Fees and Supplies:	April 1, 2025 to March 31, 2026	\$1,500,000.00
Maximum Contract Value:	April 1, 2025 to March 31, 2026	\$1,800,000.00

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.

From **July 1, 2019 to March 31, 2021**, the Maximum Contract Value described above includes a contingency amount of up to 20%. 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.

From **April 1, 2021 to June 30, 2024**, the Maximum Contract Value described above includes a contingency amount of up to 50%. 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.

From **July 1, 2024 to March 31, 2025**, the Maximum Contract Value described above includes a contingency amount of up to 20%. 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.