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

BETWEEN:

ALBERTA HEALTH SERVICES

(**"AHS"**)

- and -

ALBERTA CORNEA AND CATARACT CONSULTANTS LTD.
operating as
EYE Q PREMIUM LASER

(the **"Service Provider"**)

(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 Ophthalmology Surgical Services referenced as CLM207654 dated October 1, 2022 (the "**Initial Agreement**").

B. The Initial Agreement is said to expire on September 30, 2024.

C. The parties wish to further extend the term of the Initial Agreement for a period of three (3) years.

D. 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
EXTENSION OF TERM

2.1 Notwithstanding any provision to the contrary in the Initial Agreement, the Parties hereby agree to extend the term of the Initial Agreement for a period of three (3) years, commencing **October 1, 2024** and ending **September 30, 2027** (the "**Extension Term**").

ARTICLE 3
AMENDMENTS

3.1 Amendments to Initial Agreement

The Initial Agreement is hereby amended as follows:

(a) 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.

(b) Schedule "B" attached hereto shall supersede Schedule "C" to the Initial Agreement and all references to Schedule "C" in the Initial Agreement shall be read as a reference to Schedule "B" attached hereto.

(c) Schedule "C" attached hereto shall supersede Schedule "D" to the Initial Agreement and all references to Schedule "D" in the Initial Agreement shall be read as a reference to Schedule "C" attached hereto.

(d) Schedule "D" attached hereto shall supersede Schedule "F" to the Initial Agreement and all references to Schedule "F" in the Initial Agreement shall be read as a reference to Schedule "D" 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: _____

Name: *Original Signed*
Title:
Date:

By: _____

Name: *Original Signed*
Title:
Date:

ALBERTA CORNEA AND CATARACT CONSULTANTS LTD.

By: _____

Name: *Original Signed*
Title:
Date:

SCHEDULE "A"
TERM, REPRESENTATIVES, FREQUENCY OF MEETINGS, DESCRIPTION OF SERVICES AND SERVICE FEES

1.1 Term

(a) Initial Term

Subject to earlier termination as contemplated in this Agreement, the Service Provider shall commence the Services on October 1st, 2022, and shall complete the Services on or before September 30th, 2027.

(b) Extension Term

AHS shall have the option to extend the Term of the Agreement for one or more periods that do not exceed, in aggregate, two (2) additional years.

1.2 Service Provider Representative

Name: Dr. Joseph Leong-Sit
Position: Medical Director
Tel: 780-429-2015
Email: josephl@eyeqlaser.com

1.3 AHS Representative

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

1.4 Description of Services

The Service Provider shall provide CSF services related to the provision of Insured Ophthalmology 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 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 two (2) representatives from the Service Provider, two (2) representatives from the Section of Ophthalmology in the Department of Surgery for Calgary Zone or Department of Ophthalmology and Visual Sciences for Edmonton Zone, as applicable, and one (1) AHS representative.

The operations committee shall discuss matters relating to the efficiency and patient flow within the Facility; any operational matters including equipment requests and standardization of supplies across CSFs and AHS sites in the Zone where the Facility exists; developing an enabling environment for teaching, innovation and research; any relevant procedures/processes and protocols; alignment of fees charged for non-Insured services; any items of a strategic nature; and resolving physician or other stakeholder concerns.

The operations committee shall also define a set of principles which pertain to its functions, ensure decisions shall be based first on what is best for excellent patient health and experience, and then take into account what is optimal for providers, learners, the health system, and the Service Provider.

The Service Provider will designate two (2) individuals to join the operations committee and will notify the Section of Ophthalmology in the Department of Surgery for Calgary Zone or Department of Ophthalmology and Visual Sciences for Edmonton Zone, as applicable, of the identity of the Service Provider representatives. If the Service Provider representatives change, the Service Provider will they will immediately notify AHS and the Department/Section as applicable.

The Section of Ophthalmology in the Department of Surgery for Calgary Zone or Department of Ophthalmology and Visual Sciences for Edmonton Zone as applicable, will designate two (2) representatives as the "Department/Section Representative" and will notify the Service Provider of the identity of the Department/Section representatives as part of the governance committee. If the Department/Section Representative changes, the Department/Section will notify the Service Provider forthwith of the new Department/Section Representative.

Each representative will have a term of one (1) year on the operations committee and there are no term limits for any one 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. 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 or optometrist (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 and Maximum Service Fees Payable

Estimated Contract Value:	October 1, 2022 – September 30, 2023	$1,125,000
Estimated Contract Value:	October 1, 2023 – September 30, 2024	$1,125,000
Estimated Contract Value:	October 1, 2024 – September 30, 2025	$1,125,000
Maximum Contact Value:	October 1, 2024 – September 30, 2025	$1,462,500
Estimated Contract Value:	October 1, 2025 – September 30, 2026	$1,125,000
Maximum Contact Value:	October 1, 2025 – September 30, 2026	$1,462,500
Estimated Contract Value:	October 1, 2026 – September 30, 2027	$1,125,000
Maximum Contact Value:	October 1, 2026 – September 30, 2027	$1,462,500
Total Estimated Contract Value:	October 1, 2022 – September 30, 2027	**$5,625,000**
Total Maximum Contract Value:	October 1, 2022 – September 30, 2027	**$6,637,500**

The approved estimated total contract value and the contract procedure volumes indicated as achievable should in no way be taken to be a representation, warranty or guarantee by AHS that the Facility will have sufficient insured procedures or capacity to achieve the stated maximum funding payable during the term of the Agreement.

The maximum contract value indicated above includes a 30% contingency amount. No portion of the contingency may be billed without prior written approval from AHS and AHS is not required to pay any amount of the contingency billed by the Service Provider in the absence of such prior approval.

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 and the designated professional licensing body.

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 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 Priorization

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 of Ophthalmology.

(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 or optometrist (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 (including paediatric anesthetists) practicing in the Facility shall follow the policies principles, procedures standards and scheduling established by the AHS zone/local Department of Anesthesia.

In the AHS Edmonton Zone, the Service Provider is responsible for ensuring that anesthesiologists are scheduled as required, in collaboration with the AHS zone/local Department of Anesthesia. To note, AHS reserves the right to amend anesthesia scheduling practices to align with Zone needs, the Service Provider will ensure to follow policies, principles, procedure standards and scheduling established by the AHS Zone/Local Department of Anesthesia.

(l) Surgeons

The respective AHS Edmonton 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 ophthalmology 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 only for Clients that require an unplanned transfer to an emergency department and/or admission to hospital.

SCHEDULE "B"
INCIDENT REPORTING PROCESS

Process

Service Providers are required to report all situations where Clients have suffered harm or experienced close calls and any hazards that could lead to Client harm in accordance with the following grid:

Event	When to Report	How to Contact AHS
Hospital Transfers	To be reported immediately, irrespective of level of Harm	**During Business Hours:** Submit incident via AHS' online reporting tool. **During non-business hours:** AHS Admin on Call 403-282-8223 pager# 08888
Severe Harm (critical incident)	To be reported immediately in reasonable detail, with follow up report in complete detail to be submitted within 24 hours of event	**During Business Hours:** Submit incident via AHS' online reporting tool **During non-business hours:** AHS Admin on Call 403-282-8223 pager# 08888
Moderate and Minimal Harm	To be reported in complete detail within 72 hours of event	**During Business Hours:** Submit incident via AHS' online reporting tool **During non-business hours:** AHS Admin on Call 403-282-8223 pager# 08888
No Apparent Harm, Hazards and Close Calls	To be reported in complete detail within 30 days of event	**During Business Hours:** Submit incident via AHS' online reporting tool **During non-business hours:** AHS Admin on Call 403-282-8223 pager# 08888

Definitions

"Close Call" means a situation where a Client was nearly Harmed, but for one or more reasons, the Client was 'saved' from Harm.

"Harm" means an unexpected or normally avoidable outcome relating to the Service Providers' Services that negatively affects a Client's health and/or quality of life and occurs while the Client is at the Facility or within ten (10) days of the Client's visit, including but not limited to:

- Severe Harm (critical incident) - Client attempts suicide, suffers death, complete loss of limb or organ function or requires intervention to sustain life.

- Moderate Harm - Client suffers partial loss or limb or organ function.

- Minimal Harm - Client suffers any form of harm that is less extensive and does not involve death, loss of limb or organ function, and may include clusters of infections among Clients treated in the Facility.

- No Apparent Harm – at the time of the event or reporting of the event, the Client does not appear to suffer any harm, but could do so in the future.

"Hazard" means something that has the potential to contribute to harm or something that could harm an individual and includes any circumstance not described herein and considered a "reportable incident" at any time by the College, any other Professional Governing Body having jurisdiction or under any applicable laws.

SCHEDULE "C"
INFECTION PREVENTION AND CONTROL STANDARDS

1.1 Standards

The IPC Standards in force on the Effective Date include, but are not limited to, the following, all as amended, published or adopted by the applicable regulating body after the Effective Date:

(a) The Alberta Health Infection Prevention and Control Strategy (September 15, 2015);

(b) The Alberta Health Infection Prevention and Control Standards, including:

(i) Alberta Health and Wellness Standards for Infection Prevention and Control Accountability and Reporting

(ii) Alberta Health Reusable & Single-Use Medical Devices Standards: Standards for the reprocessing of reusable medical devices and for the use of single-use medical devices in all health care facilities and settings;

(c) Government of Canada Infection Prevention and Control Standards, including:

(i) Healthcare infection prevention and control guidelines – Canada.ca

1.2 Service Provider Obligations

(a) The Service Provider shall obtain the most recent version of the IPC Standards described in Section 1.1(a) and 1.1.(b) of this Schedule from time to time during the Term from the Alberta Health website at http://www.health.alberta.ca/newsroom/pub-infection-prevention.html.

Note that the IPC Standards and activities are regularly monitored by AHS IPC and that non-compliance with the IPC Standards is promptly investigated and addressed.

(b) The Service Provider shall obtain the most recent version of relevant materials described in 1.1.(c)) of this Schedule from time to time during the Term from the from the Health Canada website at https://www.canada.ca/en/public-health/services/infectious-diseases/nosocomial-occupational-infections.html.

The service provider shall adhere to the AHS IPC Required Organizational Learnings (ROLs) as required by the Alberta Health Standards which include, but not limited to the following at https://www.albertahealthservices.ca/ipc/ipc.aspx.

(i) Alberta Health Services (AHS) IPC Routine Practices

(ii) AHS IPC Resource Manuals, applicable to the care area

(iii) AHS IPC Best Practice Recommendations

(iv) AHS IPC Risk Assessment

(d) The Service Provider shall ensure Canadian Standards Association Guidelines are followed:

(i) Canadian Health Care Facilities CSA Z8000
(ii) Canadian medical device reprocessing CAN/CSA Z314
(iii) Infection Control During Construction, Renovation and Maintenance of Health Care Facilities CAN/CSA Z317.13
(iv) Special requirements for heating, ventilation, and air-conditioning (HVAC) systems in health care facilities CSA Z317.2

Any exceptions to these standards would require rationale provided and be at the discretion of AHS for approval of acceptance.

(e) The Service Provider shall ensure Canadian Standards Association Guidelines are followed:

Medical Device Reprocessing Certifications:

(i) Canadian Standards Association (CSA) Certified Medical Device Reprocessing Supervisor (CMDRS) Personnel Certification Certified Medical Device Reprocessing Supervisor (CMDRS)
(ii) Canadian Standards Association (CSA) Certified Medical Device Reprocessing Technician (CMDRT) Personnel Certification Certified Medical Device Reprocessing Technician (CMDRT)
(iii) Healthcare Sterile Processing Association (HSPA) (formerly IAHCSMM) Certifications https://myhspa.org/certification/get-certified.html

(f) The Service Provider shall obtain membership and stay current with Infection Prevention and Control Canada (IPAC) and completion of an endorsed novice IPC course.

1.3 Infection Prevention and Control (IPC) Reporting

(a) The Service Provider shall provide AHS with a report on IPC related indicators from time to time upon request by AHS.

SCHEDULE "D"
REPORTING REQUIREMENTS

Ambulatory Care Classification System and Billing Information Reporting Requirements are appended here as **Appendix 1**

General Duty to Report

The Service Provider will provide AHS or the Minister with such information related to the performance of the Services from time to time as may be requested by AHS or required by Applicable Laws including any information or report required by this Agreement. Any information provided to AHS may be provided to the Minister.

Notwithstanding anything else in this Agreement, the Parties agree that they will work together, in good faith, to incorporate amendments to this Agreement to reflect AHS' quality reporting requirements when such reporting requirements have been formally adopted.

Specific Reporting Requirements

The Service Provider will provide the following specific reporting and any supporting documentation where necessary:

INFORMATION	REPORTING FREQUENCY	FORMAT	REPORTING TO:
Supporting Documents to Required to Commence Services			
Certificate of incorporation/amalgamation, constating documents (e.g. articles of incorporation, bylaws, memorandum of association, etc.), Alberta Health facility ID, and Canada Revenue Agency charitable number, if applicable	Prior to or concurrent with the execution of this Agreement and immediately upon any changes or updates to documentation	Format as required by AHS	AHS
Certified Declaration by the Service Provider confirming the ownership and control regarding the Service Provider and Facility contemplated by the HFA and regulations			
Copies of all applicable applications and Accreditations obtained			
Certificate evidencing the Service Provider's registration and good standing with Alberta Worker's Compensation Board or a copy of the letter of exemption from the Alberta Workers' Compensation Board if the Service Provider is exempt from the requirements of the *Worker's Compensation Act* (Alberta)			

Contact information for the CEO (or equivalent) and the Medical Director for the organization. Include: Title, First Name/Last Name, Phone, and Email			
List of clinical and nonclinical staff (referred to as "Concurrent Staff") engaged in the delivery of insured services to Patients within the facility. Confirm current certification, professional licensing, and registration where required			
Service Provider's Business Continuity and Disaster Recovery Plans			
Patient / Procedure Information			
Complications (intra-operative and postoperative, including mortality rates and nosocomial infections, reported by procedure type)	Immediate reporting of individual incident; and quarterly reporting of aggregate data	Format as required by AHS	AHS
Unplanned hospital admissions from Facility to AHS acute care facility	Immediate reporting of individual incident; quarterly reporting of aggregate data	Standard format provided by AHS, per Schedule C	AHS and Alberta Health (Government of Alberta)
Post operative hospital emergency department visits and/or admissions	Immediate reporting of individual incident; quarterly reporting of aggregate data	Standard format provided by AHS, per Schedule C	AHS and Alberta Health (Government of Alberta)
Reportable Incidents	Immediate reporting of individual incident; quarterly reporting of aggregate data	In accordance with process described in Schedule C	AHS and Alberta Health (Government of Alberta)
National Ambulatory Care Reporting System (NACRS) and Billing Information Requirements	Monthly within 15 days after month-end	As set out in Schedule "F", Appendix 1 Submission method	AHS Health Records (NACRS)

		and standard format as defined by AHS	
Copy of the patient chart including each anesthetic record, operating room nursing record and recovery room record during the Term.	Upon AHS request	Format as required by AHS	AHS
Submission of pre-operative criteria and process for selection	Annually	Format as required by AHS	AHS
Reporting required regarding enhanced medical goods and services	Annually	Format as required under the Health Facilities Regulation	AHS
Financial Information			
Financial Reports (specifics set out below this table, entitled "Financial Reports")	Annually (Within 90 days of the Service Provider's Fiscal Year end)	Format as required by AHS and contact information for Finance Director (BAS) provided by AHS	AHS
Quality			
Report on: 1. Procedure volume completed per fiscal year quarter, cumulative for the fiscal year, against the contracted amount. 2. Projection of volume to be completed for the next quarter. 3. Indicate if the Service Provider is on-track, behind, or ahead of contracted amounts to be completed for the fiscal year. 4. Wait times (Decision to Treat/Ready to Treat to OR date) 5. Operating room utilization	Quarterly	Format as required by AHS	AHS
Report on quality metrics, which must include: 1. Transfers to Acute Care from CSF via EMS 2. Code 66/Code Blue cases 3. Transfusions 4. Infections within 30 days 5. Re-admissions within 30 days 6. Return to OR within 30 days a) Admission to hospital	Annually or as required by AHS	Format as required by AHS	AHS

b) Emergency visits 7. Mortality within 30 days 8. Fees by Service Provider to AHS			
Any further Key Performance Indicators (KPI) and Quality metrics as defined by AHS	As required by AHS	90 days notification will be provided for any changes or additions to quality metric reporting	AHS
Other			
Submission of procedure volume completed per day per contracted service for the reporting week	Weekly	Format as required by AHS	AHS
Reports of CPSA Accreditation reviews, or changes to Accreditation status	Immediately and Annually	Format as required by AHS	AHS
Change of Ownership or Control	Immediately and Annually	Format as required by AHS	AHS
Conflicts of Interest	Immediately and Annually	Written Notification	AHS
An updated list of the Service Provider's board of directors and organizational chart provided forthwith and again at any time a change in the membership occurs during the Term	Immediately and Annually	Written Notification	AHS
List of clinical and nonclinical staff (referred to as "Concurrent Staff") engaged in the delivery of insured services to Patients within the facility. Confirm current certification, professional licensing, and registration where required	Immediately and Annually	Format as required by AHS	AHS
Any actual or potential material change to the business, ownership, financial condition, operations or conduct of the Service Provider, including: (a) any actual or proposed change that would result in an increase to the Net Debt to Total Equity Ratio in excess of 5%; or (b) any actual or potential actions, suits or proceedings relating to the Service Provider, its business or assets.	Immediately and Annually	Written Notification by AHS	AHS

Potential Breach of this Agreement (specifics set out below this table, entitled "Potential Breach of this Agreement")	Immediately and quarterly reporting of aggregate data	Written Notification	AHS
Copies of all inquiries, applications, results of reviews, renewals or replacements relating to the Services provided under this Agreement, as it concerns maintaining all such Accreditations and Designations	Immediately	Format as required by AHS	AHS
Evidence of policies, designation of responsibilities, compliance of employee safety programs and Workplace Hazardous Materials Information Systems	Annually	Written Notification	AHS

Submission method must be in accordance with the security standards of AHS and the HIA.

Potential Breach of this Agreement

(a) The Service Provider shall promptly:

(i) advise AHS in writing, giving reasonable details, of any circumstance of which it becomes aware, with respect to an existing or potential breach of any of the provisions of this Agreement; and

(ii) report to AHS and all interested Professional Governing Bodies any circumstances of which it becomes aware which could involve a breach of ethical requirements by it or any such Practitioner;

Financial Reports

The Service Provider covenants and agrees to:

(a) generate and submit to AHS, no later than one hundred and eighty (180) days following the Service Provider's fiscal year end, all consolidated audited financial statements for financial review, prepared in accordance with Canadian GAAP. In the alternative, and with AHS' prior written approval, if audited financial statements are not available, financial statements prepared in accordance with Canadian GAAP, as provided and reviewed in accordance with the generally accepted auditing standards of the Institute of Chartered Accountants, Society of Certified General Accountants or the Society of Certified Management Accountants, may be submitted as a substitute;

(b) provide to AHS interim financial statements prepared in accordance with Canadian GAAP upon ten (10) days written notice from AHS, acting reasonably; and

(c) provide to AHS, upon request, acting reasonably, any information regarding the operations and the financial condition of the Service Provider that AHS may request from time to time in its sole discretion.

All statements provided under this Financial Reports Section shall be delivered by electronic format and/or hand, courier, or registered mail in a sealed envelope, as directed by AHS.