

THIS AMENDING AGREEMENT is effective upon the date of last signatures (the “**Agreement**”).

BETWEEN:

ALBERTA HEALTH SERVICES

(“**AHS**”)

- and -

12846284 CANADA INC.

(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 CLM207297 dated April 1, 2022 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.

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

The Initial Agreement is hereby amended as follows:

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

- b) Schedule “B” 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 “B” attached hereto.
- c) Schedule “C” 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 “C” attached hereto.

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.

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:

12846284 CANADA INC.

By: Original Signed

Name:

Title:

Date:

CPSM Copy

SCHEDULE “A” DEFINITIONS

Each of the words and phrases used herein that are not otherwise defined shall, when capitalised, have the following meaning ascribed to it.

“**Accredited**” or “**Accreditation**” means, in respect of any proposed use of a facility, that the facility is approved for such use and formally accredited by the College and by any other Professional Governing Body having any jurisdiction to do so.

“**Affiliate**” has the meaning ascribed to it in the *Business Corporation Act* (Canada).

“**Agreement**” means this agreement entitled “Agreement for Provision of Chartered Surgical Facility Services” and all Schedules annexed to this Agreement and otherwise incorporated in the Agreement.

“**AHS**” has the meaning ascribed to it in the preamble of this Agreement.

“**AHS Contract Manager**” means the AHS representative set out in Section 10.1 of this Agreement;

“**Applicable Laws**” means FOIPP, HIA, HFA and all relevant regulations thereto, together with all other federal, provincial and municipal laws, rules, orders, regulations, by-laws in force and applicable to the provision of the Services, the Facility and the Service Provider.

“**Applicable Policies**” means the policies, bylaws, directives, regulations, guidelines, codes of conduct, rules, systems and procedures of AHS listed in Schedule “G” attached.

“**Business Day**” means any day, other than Saturday, Sunday or any statutory holiday in the Province of Alberta.

“**Canadian GAAP**” means Generally Accepted Accounting Principles as provided in the Handbook of the Canadian Institute of Chartered Accountants.

“**Claims**” includes claims, demands, complaints, grievances, actions, applications, suits, causes of action, orders, charges, indictments, prosecutions, information or other similar processes, assessments or reassessments, judgments, debts, liabilities, expenses, costs, damages, or losses, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, known or unknown, including loss of value, professional fees, including fees and disbursements of legal counsel on a solicitor-AHS basis, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing.

“**Client**” means any Alberta resident with a current valid Alberta Personal Health Card who receives or attempts to receive the benefit of the Services.

“**Clinical Privileges**” has the meaning as set out in the AHS Medical Staff Bylaws, and generally means the delineation of the procedures that may be performed by a Practitioner, the sites of clinical activity in which a Practitioner may perform procedures or provide care to clients, and the AHS programs and professional services that are available to a Practitioner in order to provide care to Clients.

“**CSF**” means chartered surgical facility.

“**College**” means the College of Physicians and Surgeons of Alberta or the Alberta Dental Association and College, as applicable.

“**Confidential Information**” means:

- (a) any AHS related information, material, documents, data, trade secrets in whatever form and whether given directly or indirectly, in writing or orally or by inspection of processes and including but not limited to information, knowledge or data of an intellectual, technical, scientific, commercial or industrial nature, or of a financial, cost, pricing, security or marketing nature, relating to AHS’s past, present and future suppliers, or relating to the business or operations of AHS including the terms and conditions of this Agreement; and
- (b) all personal information as defined in FOIPP and health information as defined in the HIA, disclosed to, or observed by, the Service Provider or the Staff.

“**Defaulting Party**” has the meaning ascribed to it in Section 3.3(a) of this Agreement.

“**Deliverables**” means any and all content, documentation, material, or data, in any form or notation to be provided by the Service Provider to AHS in connection with the Services.

“**Designated**” means, in respect of any proposed use of a facility, that the facility has been designated for that use by the Minister to the extent required pursuant to the HFA.

“**Effective Date**” has the meaning ascribed to it on the first page of this Agreement.

“**Enhanced Medical Goods or Services**” has the meaning set out under the HFA.

“**Essential Services**” means any component of the Services that in the opinion of AHS and Minister of Health is critical to the care, health or safety of Clients;

“**Facility**” means the Service Provider’s facilities (collectively, the “**Facilities**”) located at:

For the Calgary Zone:

1. TLC Calgary: #305, 290 Midpark Way S.E., Calgary Alberta
2. Gimbel Eye Centre: 4935 40th Avenue NW, Suite 450, Calgary, Alberta
3. LASIK MD: 8835 Macleod Trail SW, Unit 400, Calgary, Alberta

For the Edmonton Zone:

1. LASIK MD: 10565 124th Street, Edmonton, Alberta
2. King Lasik: 10430 61st Avenue NW, Suite 101, Edmonton, Alberta
3. LASIK MD: 2010 101 Street NW, Edmonton, Alberta

“**FOIPP**” means *Freedom of Information and Protection of Privacy Act* (Alberta).

“**Force Majeure**” means the occurrence of an event beyond the control of a Party affected which render it impossible for that Party to fulfill its obligations under this Agreement or which will delay such fulfillment; provided that (i) the non-performing Party is without fault in causing or failing to prevent such occurrence, and such occurrence cannot be circumvented through the use of reasonable alternative sources, workaround

plans or other means and (ii) in the case of Force Majeure claimed by the Service Provider, the Service Provider is not excused from its Essential Services and business continuity and disaster recovery obligations in Sections 3.7 and 3.8. Subject to the foregoing, Force Majeure includes (i) explosions, fires, flood, earthquakes, catastrophic weather conditions or other elements of nature or acts of God, (ii) change in government policy or legislation which would render it impossible for the Service Provider to render the Services or which would or which would result in a Healthcare Delivery Change, or (iii) acts of war (declared or undeclared), acts of terrorism, insurrection, riots or civil disorders and does not include failure to perform due to a Party's lack of funds, or financial ability, or capacity to carry on business as a result of labour dispute affecting such Party, or as a result of a pandemic or similar form of epidemic, or a change in government policy, legislation or administration that simply makes the performance of the affected Party's obligations under this Agreement more difficult but does not render it impossible.

"Fundamental Change" means any change to a corporation as set out in Part 14 of the *Business Corporations Act* (Alberta).

"Healthcare Delivery Change" means a legislated restructuring or reorganization of all or a substantial part of the health services delivery system in Alberta, including as a result of a Ministerial Order, such as the decommissioning of AHS into a regional health authority model or amalgamation of AHS with another significant Canadian healthcare entity.

"HFA" means the *Health Facilities Act* (Alberta).

"HIA" means the *Health Information Act* (Alberta).

"Initial Term" has the meaning ascribed to it in Section 3.1 of this Agreement.

"Insured" means, in relation to the provision of any service, that such service is provided in circumstances under which a benefit is payable under the *Alberta Health Care Insurance Act*.

"Intellectual Property" means all tangible and intangible intellectual, proprietary, and industrial property, trade secrets, know-how or information howsoever created and wherever located including trade secrets, trade names, slogans, official marks or logos, copyrights, moral rights and other works of authorship, industrial designs, patents, patentable and non-patentable inventions, innovations, processes, programs, software, system, method, information, trade secrets, know-how, whether registered or unregistered and all applications for registration.

"IPC" means infection prevention and control.

"IPC Standards" means the Infection Prevention and Control Standards set out in Schedule "D", as amended from time to time.

"Medical Staff" means Practitioners appointed to the AHS medical staff pursuant to the Medical Staff Bylaws.

"Medical Staff Appointment" means the admission of a Practitioner to the AHS Medical Staff.

"Medical Staff Bylaws" means those medical staff bylaws which have been established from time to time by AHS or its predecessors and approved by the Minister and which are applicable to Practitioners practicing in hospitals or other health care facilities operating under its jurisdiction in the area in which the Facility is located.

“**Minister**” means the Minister of Health for the Province of Alberta.

“**Net Debt**” is calculated by adding short-term and long-term debt and subtracting cash and liquid assets.

“**Net Debt to Total Equity Ratio**” means the quotient calculated by dividing Net Debt by total equity.

“**Non-Defaulting Party**” has the meaning ascribed to it in Section 3.3(a) of this Agreement.

“**Operator**” means:

For the Calgary Zone:

1. 12999064 Canada Inc. for the Facility located at #305, 290 Midpark Way S.E., Calgary Alberta
2. Gimbel Eye Centre (Calgary) Inc. for the Facility located at 4935 40th Avenue NW, Suite 450, Calgary, Alberta
3. VGC Group LP for the facility located at 8835 Macleod Trail SW, Unit 400, Calgary, Alberta

For the Edmonton Zone:

1. VGC Group LP for the Facility located at 10565 124th Street, Edmonton, Alberta
2. VGC Group LP for the Facility located at 10430 61st Avenue NW, Suite 101, Edmonton, Alberta
3. VGC Group LP for the Facility located at 2010 101 Street NW, Edmonton, Alberta

(collectively, the “**Operators**”)

“**Party**” means AHS or the Service Provider and “**Parties**” means AHS and the Service Provider and their respective successors and permitted assigns.

“**Performance Reports**” means the reports to be submitted to AHS referred to in Section 8.1 of this Agreement.

“**Practitioner**” means a physician (including anesthesiologists and surgeons), dentist, podiatrist, or other specialist regulated by the by the *Health Professions Act (Alberta)* and licensed for independent practice within the Province of Alberta.

“**Professional Governing Body**” means any governing body having legislative authority to admit, control or regulate any of the persons engaged in performance of the Services and includes, where applicable, the College.

“**Records**” has the meaning ascribed to it in Section 8.2 of this Agreement.

“**Reportable Incident**” means a situation in which a Client has suffered harm or experienced a close call or any hazard that could lead to Client harm, all in accordance with Schedule “C”.

“**Renewal Term**” has the meaning ascribed to it in Section 3.2 of this Agreement.

“**Rights**” means any and all proprietary rights available at common law, equity and statute in respect of the Intellectual Property.

“**Services**” means the services to be performed by the Service Provider as more particularly set out in Schedule “B” hereto. Services also include any Deliverables.

“**Service Fees**” means the fees payable by AHS to the Service Provider for the performance of the Services as more particularly set out in Schedule “B” hereto.

“**Service Level Expectations**” means the requirements to be met and satisfied by the Service Provider in the performance of the Services as set forth in Schedule “B” attached hereto, as updated or amended from time to time.

“**Service Provider**” has the meaning ascribed to it in the preamble of this Agreement.

“**Staff**” means all individuals employed or otherwise retained by the Service Provider for any purpose related to the provision of the Services including the Service Provider’s employees, officers, directors, volunteers, agents and all other third party service providers retained by the Service Provider.

“**Substantial Breach**” means the following:

- (a) where the Service Provider makes a general assignment for the benefit of its creditors or a proposal under applicable bankruptcy legislation, or if a bankruptcy petition is filed and presented against the Service Provider or a custodian or receiver/manager or any other office with similar powers is appointed in respect of the Supplier or its respective properties, or any substantial portion thereof,
- (b) a breach of any confidentiality provision of this Agreement;
- (c) the Service Provider abandons the performance of all or any part of the Services;
- (d) the Service Provider takes an action or fails to take an action which results in substantial harm or disrepute to the status and reputation of AHS;
- (e) a breach of this Agreement not remedied in accordance with Section 3.3(a);
- (f) a breach of any of the terms of Article 5, Article 6, Article 7, Section 8.2, Section 9.3, Section 11.1 or Section 11.2 of this Agreement;
- (g) in the case of the Service Provider, a breach that in the opinion of AHS, acting reasonably, could affect the health or safety of Clients; or
- (h) an otherwise incurable breach of this Agreement.

“**Supporting Documentation**” has the meaning ascribed to it in section 4.1(a) of this Agreement.

“**Term**” means the Initial Term and the Renewal Term.

“**Termination Notice**” has the meaning ascribed to in Section 3.3(f) of this Agreement.

“**Work Product**” has the meaning ascribed to in Section 6.3(a) of this Agreement.

SCHEDULE "B"
**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 April 1, 2022, and shall complete the Services on or before March 31, 2029.

(b) Renewal Term

AHS shall have the option to renew the Term of the Agreement for one or more periods that do not exceed, in aggregate, three (3) additional years.

1.2 Service Provider Representative

Calgary and Edmonton:

Name: Dorothy Ng
Position: Regional Director
Tel: 403-470-4291
Email: dng@visiongroupcanada.ca

1.3 AHS Representative(s)

Calgary:

Name: Rachel Rouble
Position: Director, Calgary Zone Surgical Contracts
Tel: 403-944-1758
Email: Rachel.Rouble@albertahealthservices.ca

Edmonton:

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**").

Services may be delivered with Practitioners having Clinical Privileges for the Zone in which the Facilities are 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.

AHS agrees that the Service Provider and the Operators shall be the sole providers of implantable lenses (both standard of care and specialty lenses) and implantable devices, as applicable, required to render the Services at the Facilities and that the make and model of implantable lenses used shall consist of lenses already supplied at the Facilities. Practitioners shall be responsible for communicating their surgical slates to the Facilities two (2) weeks in advance of a scheduled surgical day in order to ensure that the required implantable lenses are available on the day of surgery.

Service Provider shall also ensure that the following ancillary services are provided:

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 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 Facilities 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

- (a) 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 Operator 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) Completion of 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 arrange for the posting of a template/guide/outline in the physician dictation room / office at the Facilities.
- (d) Deliver to AHS copies of the Operative Reports 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 ensure that the referring physician or optometrist (who referred the Client to the Service Provider or Staff) is provided 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 Maximum Service Fees Payable

| Edmonton | | |
|--------------------------------|---------------------------------|----------------|
| Maximum Contract Value: | April 1, 2022 to March 31, 2023 | \$3,650,000.00 |
| Maximum Contract Value: | April 1, 2023 to March 31, 2024 | \$4,348,711.28 |
| Maximum Contract Value: | April 1, 2024 to March 31, 2025 | \$4,561,511.28 |
| Maximum Contract Value: | April 1, 2025 to March 31, 2026 | \$4,677,711.28 |

| | | |
|--------------------------------------|---------------------------------|------------------------|
| Maximum Contract Value: | April 1, 2026 to March 31, 2027 | \$4,797,311.28 |
| Maximum Contract Value: | April 1, 2027 to March 31, 2028 | \$4,920,611.28 |
| Maximum Contract Value: | April 1, 2028 to March 31, 2029 | \$5,047,511.28 |
| Total Maximum Contract Value: | April 1, 2022 to March 31, 2029 | \$32,003,367.68 |

| Calgary | | |
|--------------------------------------|---------------------------------|------------------------|
| Maximum Contract Value: | April 1, 2022 to March 31, 2023 | \$2,585,256.00 |
| Maximum Contract Value: | April 1, 2023 to March 31, 2024 | \$2,634,756.00 |
| Maximum Contract Value: | April 1, 2024 to March 31, 2025 | \$2,735,756.00 |
| Maximum Contract Value: | April 1, 2025 to March 31, 2026 | \$2,788,256.00 |
| Maximum Contract Value: | April 1, 2026 to March 31, 2027 | \$2,842,356.00 |
| Maximum Contract Value: | April 1, 2027 to March 31, 2028 | \$2,898,056.00 |
| Maximum Contract Value: | April 1, 2028 to March 31, 2029 | \$2,955,456.00 |
| Total Maximum Contract Value: | April 1, 2022 to March 31, 2029 | \$19,439,892.00 |

1.8 Service Level Expectations

Without limiting any other requirements of the Agreement, the Service Provider shall ensure that the Operators 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 ensure that generally accepted medical surgical, pharmaceutical and linen supplies are provided for the performance of the Services. 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 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).

Where a general anesthetic is administered to a child, the registered nurse in the operating room assisting the anesthesiologist must be skilled in venipuncture and airway management in children. Documented proof of these skills must be available to AHS on request.

In the event that care is provided to children under ten (10) years of age, the recovery room registered nurse must have current Paediatric Advanced Life Support (PALS) certification.

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 ensure that the Operators 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 ensure that the Operators 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 that the Operator 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 ensure that the following information is provided and that Client questions related to the surgical process are addressed 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 where the surgery will be performed;
- 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 Operators 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 Operators 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, procedure standards and scheduling established by the AHS Zone/Local Department of Anesthesia.

If the Facility is located in the Calgary Zone, the AHS Calgary Zone Department of Anesthesia will schedule the anesthesiologists attending the Facility. Anesthetic services will only be provided where blocks of six (6) hours of surgery are booked whereby a minimum of two (2) weeks notice is required to arrange anesthetist scheduling in all instances.

If the Facility is located in the 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

If a Facility is located in the Edmonton or Calgary Zone, the respective AHS Edmonton or Calgary Zone Department of Surgery will allocate the AHS procedures among the surgeons who perform Services at the Facilities.

(m) Paediatric Care

As acceptable in accordance with the guidelines, policies and standards of AHS and all other regulatory or professional bodies having jurisdiction.

(n) Discharge Process

The Service Provider will ensure that the Operators 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.

(o) Post Surgical Follow Up

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

(p) 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 “C”
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 | | | |

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|---|---|--|--|
| Workers' Compensation Board if the Service Provider is exempt from the requirements of the <i>Worker's Compensation Act</i> (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 clients within the facility. Confirm current certification, professional licensing, and registration where required | | | |
| Service Provider's Business Continuity and Disaster Recovery Plans | | | |
| Client / 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 | In accordance with process described in Schedule C | AHS and Alberta Health |

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|---|---|--|----------------------------|
| | incident; quarterly reporting of aggregate data | | (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 and standard format as defined by AHS | AHS Health Records (NACRS) |
| 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) | Quarterly | Format as required by AHS | AHS |

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| 5. Operating room utilization | | | |
| <p>Report on quality metrics, which must include:</p> <ol style="list-style-type: none"> 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 <ol style="list-style-type: none"> a) Admission to hospital b) Emergency visits 7. Mortality within 30 days 8. Fees by Service Provider to AHS | Annually or as required by AHS | Format as required by AHS | 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 clients within the facility. Confirm current certification, professional licensing, and registration where required | Immediately and Annually | Format as required by AHS | AHS |

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| 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.