

EXTENSION AND AMENDING AGREEMENT

This Extension and Amending Agreement (the “**Agreement**”) is dated effective November 1, 2024 (the “**Effective Date**”).

BETWEEN:

ALBERTA HEALTH SERVICES

(“**AHS**”)

- and -

ALBERTA SURGICAL GROUP HERITAGE VALLEY LTD.

(the “**Vendor**”)

RECITALS:

- A. The parties have entered into an Agreement for Provision of Facility Services Relating to Insured Orthopedic Surgical Services referenced as CLM207657 dated November 1, 2022 (the “**Initial Agreement**”).
- B. The parties wish to amend the Initial Agreement on the terms and subject to the conditions set forth in this Agreement.
- C. The parties wish to further extend the term of the Initial 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 EXTENSION OF TERM

1.1 Extension of Term

The parties hereby agree to extend the term of the Initial Agreement for a period of **six (6) months** commencing on **November 1, 2024** and expiring on **April 30, 2025** (the “**Extension Term**”).

ARTICLE 2 AMENDMENTS

2.1 Amendments to Initial Agreement

The Initial Agreement is hereby amended as follows:

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.

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, all 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 Effective Date

This Agreement is the written memorandum and documentation of a verbal agreement entered into between the parties on and as of the Effective Date. Notwithstanding the date on which this Agreement has been signed, the parties agree that the terms and conditions of this Agreement have operated as between them and been effective as of the Effective Date.

3.6 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 on the dates set forth below.

ALBERTA HEALTH SERVICES

ALBERTA SURGICAL GROUP HERITAGE VALLEY LTD.

Per: Original Signed
Name:
Title:
Date:

Per: Original Signed
Name:
Title:
Date:

Per: Original Signed
Name:
Title:
Date:

Per: Original Signed
Name:
Title:
Date:
*Second signature if required

CPSM Copy

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

1.1 Term

Subject to earlier termination as contemplated in this Agreement, the Agreement will be in effect on November 1, 2022 and shall terminate on or before April 30, 2025.

1.2 Service Provider Representative

Name: Dr. Les Scheelar
Position: Medical Director
Tel: 780-951-5346 / 780-432-2991
Email: lscheelar@hotmail.com

1.3 AHS Representative

Name: Janie Clink
Position: Senior Operating Officer, Royal Alexandra Hospital, Lois Hole Hospital for Women, Sturgeon Community Hospital, Site Administration
Tel: 780-940-4561
Email: janie.clink@albertahealthservices.ca

1.4 Description of Services

The Service Provider shall provide CSF services related to the provision of Insured Orthopedic 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 over the term of this amendment such that the maximum cumulative available Services (as identified in Schedule “B”) are reasonably distributed/scheduled over this amendment;
- (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 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 Orthopedics in the Department of Surgery for Calgary Zone or Department of Orthopedics for Edmonton Zone, as applicable, and one (1) AHS representative.

The operations committee, acting reasonably, 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 Orthopedics in the Department of Surgery for Calgary Zone or Department of Orthopedics 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 Orthopedics in the Department of Surgery for Calgary Zone or Department of Orthopedics 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 (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 Service Fees Payable

November 1, 2022 – October 31, 2023	Maximum Annual Contract Value	\$27,303,859.66
November 1, 2023 – October 31, 2024	Maximum Annual Contract Value	\$27,303,859.66
November 1, 2024 – April 30, 2025	Maximum Contract Facility Fee Extension Value	\$11,501,094.00
	Maximum Contract: Overnight Stay Extension Value	\$482,500.00
	Maximum Contract Implant Reimbursement Extension Value	\$3,864,975.00
November 1, 2022 – April 30, 2025	Maximum Term Value	\$70,456,288.32

The maximum value of this Extension Term shall **not exceed \$15,848,569**. The maximum value indicated above should in no way be taken to be representation, warranty or guaranteed by AHS that the Service Provider will have sufficient insured procedures to achieve the stated maximum value during the term of this Extension Agreement, whereby to note, there is no carryover of unused budget for the terms noted above to any future contract services.

AHS will reimburse for medically necessary implant(s), hardware and osteobiologics (“Implants”) at a cost no greater than the AHS rate for the same implants net of any rebates (“Implant Reimbursement Fees”). For further certainty, AHS’ reimbursement will recover costs incurred and not pay for additional fees, mark-ups, or added administrative fees.

The Service Provider shall submit an invoice for Implant Reimbursement Fees no later than fifteen (15) days after the end of the month the Services were performed in the format directed by AHS. AHS shall pay the Implant Reimbursement Fees in accordance with Section 4.1. AHS may reconcile the Implant Reimbursement Fees with AHS contracted Implants rates in its discretion. If the Service Provider is required to reimburse AHS, AHS will deduct the amount of overpayment from the next monthly payment to the Service Provider.

The Service Provider and AHS shall cooperate to resolve any Implant Reimbursement dispute as soon as reasonably possible. Upon request, the Service Provider will provide Supporting Documentation or such other information as AHS requires to resolve such a dispute. AHS is not obliged to pay the Implant Reimbursement fees until the dispute is resolved.

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

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

(f) Health Record Documents

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

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

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

(g) Medical Staff

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

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

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

(h) Client Prioritization

The Service Provider will ensure its Staff books the longest waiting AHS cases appropriate for the Services and prevent Clients from receiving preferential access to the Services, in compliance with AHS Policy, "Appropriate Prioritization of Access to Health Services":

(Online: <https://extranet.ahsnet.ca/teams/policydocuments/1/clp-ahs-apa-policy-1167.pdf>) Client prioritization is the responsibility of the Service Provider and surgeons to ensure appropriate booking priority of patients using information provided by Alberta Coding Access Targets for Surgery (aCATS). Patient booking priority by surgeon is subject to review by the AHS and/or the relevant Department/Section of Orthopedics.

(i) Client Booking Conversation

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

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

(j) Client Admission Criteria

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

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

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

(k) Anesthesia

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

Anesthetists practicing in the Facility shall follow the Policies principles, procedures standards and scheduling established by the AHS Zone Department of Anesthesia.

The Service Provider is responsible for ensuring that anesthesia providers are scheduled as required. The Service Provider will work with the Zone Department Head of Anesthesia and the Zone Perioperative Medical Lead in a collaborative manner to assign allocation of anesthesia providers to the Facility in keeping with current practices already employed within AHS Facilities. Practitioners engaged in performing the Services must be members of the Medical Staff, with a Medical Staff appointment and

Clinical Privileges. Preference for allocation is to anesthesia providers with primary medical staff appointments within the Zone where available. The Medical Staff Appointment must be in the Active Staff category unless otherwise pre-approved in writing by AHS.

(l) Surgeons

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

(m) Discharge Process

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

(n) Post Surgical Follow Up

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

(o) Unplanned Transfer to Hospital

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

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