



## EXTENSION AND AMENDING AGREEMENT

This Extension and Amending Agreement (the “**Agreement**”) is dated effective April 1, 2026 (the “**Effective Date**”).

### BETWEEN:

#### ACUTE CARE ALBERTA

a provincial health agency constituted pursuant to the Provincial Health Agencies Act (Alberta)

(“**ACA**”)

- and -

#### MILLER SMITH PROFESSIONAL CORPORATION

(the “**Operator**”)

(collectively, the “**Parties**” and each of them, a “**Party**”)

### RECITALS:

- A. ACA is Provincial Health Agency under the Provincial Health Agencies Act (Alberta). Effective April 1, 2025, ACA became responsible for providing acute care in Alberta.
- B. Alberta Health Services (“AHS”) and the Operator entered into an Agreement for the Provision of Facility Services Relating to Oral and Maxillofacial Surgical Services with Ministerial Order #604/2019 referenced as CLM204843 dated July 1, 2019 as amended by agreement(s) dated October 15, 2020 with Ministerial Order #600/2020, Ministerial Approval on January 20, 2021, September 1, 2021, September 1, 2023 and March 26, 2026 with Ministerial Approval AR 4798 (the “**Initial Agreement**”).
- C. The Initial Agreement, including all rights, title and interest in, to and under the Initial Agreement, has been assigned from AHS to ACA effective April 1, 2025.
- D. The Parties wish to amend the Initial Agreement on the terms and subject to the conditions set forth in this Agreement.
- E. 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 **one (1) year** commencing on **April 1, 2026** and expiring on **March 31, 2027** (the “**Extension Term**”).

## **ARTICLE 2 AMENDMENTS**

### **2.1 Amendments to Initial Agreement**

The Initial Agreement is hereby amended as follows:

- (a) Schedule “B” of the Initial Agreement is deleted and replaced with Schedule “B” which is attached to this Agreement.

## **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.

**ACUTE CARE ALBERTA**

**MILLER SMITH PROFESSIONAL CORPORATION**

Per: *Original Signed*  
Name:  
Title:  
Date:

Per: *Original Signed*  
Name:  
Title:  
Date:

Per: *Original Signed*  
Name:  
Title:  
Date:

Per:  
Name:  
Title:  
Date:  
\*Second signature if required

ACUTE CARE ALBERTA COPY

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

**I. Description of Services**

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

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

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

**II. Service Fees**

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

*Pricing and procedure details provided in the original signed agreement.*

**III. Maximum Facility Fee and Supplies Reimbursement Payable**

Description	Period	Amount
Estimated Total Contract Value, including Facility Fees and Supplies:	July 1, 2019 to March 31, 2020 (9 months)	\$375,000.00
Maximum Contract Value:	July 1, 2019 to March 31, 2020 (9 months)	\$450,000.00
Estimated Total Contract Value, including Facility Fees and Supplies:	April 1, 2020 to March 31, 2021	\$997,833.00
Maximum Contract Value:	April 1, 2020 to March 31, 2021	\$1,197,399.60
Estimated Total Contract Value, including Facility Fees and Supplies:	April 1, 2021 to March 31, 2022	\$930,000.00
Maximum Contract Value:	April 1, 2021 to March 31, 2022	\$1,395,000.00
Estimated Total Contract Value, including Facility Fees and Supplies:	April 1, 2022 to March 31, 2023	\$930,000.00
Maximum Contract Value:	April 1, 2022 to March 31, 2023	\$1,395,000.00

Estimated Total Contract Value, including Facility Fees and Supplies:	April 1, 2023 to March 31, 2024	\$930,000.00
Maximum Contract Value:	April 1, 2023 to March 31, 2024	\$1,395,000.00
Estimated Total Contract Value, including Facility Fees and Supplies:	April 1, 2024 to June 30, 2024 (3 months)	\$232,500.00
Maximum Contract Value:	April 1, 2024 to June 30, 2024 (3 months)	\$348,750.00
Estimated Total Contract Value, including Facility Fees and Supplies:	July 1, 2024 to March 31, 2025 (9 months)	\$1,125,000.00
Maximum Contract Value:	July 1, 2024 to March 31, 2025 (9 months)	\$1,350,000.00
Estimated Total Contract Value, including Facility Fees and Supplies:	April 1, 2025 to March 31, 2026	\$1,500,000.00
Estimated Total Contract Value, including Facility Fees and Supplies:	February 1, 2026 to March 31, 2026 (2 months) <i>*No contingency added</i>	\$600,000.00
Maximum Contract Value:	April 1, 2025 to March 31, 2026	\$2,400,000.00
Estimated Total Contract Value, including Facility Fees and Supplies:	April 1, 2026 to March 31, 2027	\$1,613,466.00
Maximum Contract Value:	April 1, 2026 to March 31, 2027	\$1,936,159.20

The Estimated Total Contract Value indicated above reflects the approved funding for all procedures which includes all Facility Fees and Supplies Reimbursement. The estimated and maximum contract value indicated above should in no way be taken to be representation, warranty or guaranteed by ACA that the Operator will have sufficient insured procedures to achieve the stated estimated annual funding payable during the term of this Agreement.

From **July 1, 2019 to March 31, 2021**, the Maximum Contract Value described above includes a contingency amount of up to 20%. No portion of the contingency may be billed for without prior written approval from ACA, which approval may be arbitrarily withheld. Contingency funding is for extenuating purposes only.

From **April 1, 2021 to June 30, 2024**, the Maximum Contract Value described above includes a contingency amount of up to 50%. No portion of the contingency may be billed for without prior written approval from ACA, which approval may be arbitrarily withheld. Contingency funding is for extenuating purposes only.

From **July 1, 2024 to March 31, 2025**, the Maximum Contract Value described above includes a contingency amount of up to 20%. No portion of the contingency may be billed for without prior written approval from ACA, which approval may be arbitrarily withheld. Contingency funding is for extenuating purposes only.

From **July 1, 2025 to March 31, 2026**, the Maximum Contract Value described above includes a contingency. No portion of the contingency may be billed for without prior written approval from ACA, which approval may be arbitrarily withheld. Contingency funding is for extenuating purposes only.

From **July 1, 2026 to March 31, 2027**, the Maximum Contract Value described above includes a contingency. No portion of the contingency may be billed for without prior written approval from ACA, which approval may be arbitrarily withheld. Contingency funding is for extenuating purposes only.

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