

## AMENDING AGREEMENT

This Amending Agreement (the “**Agreement**”) is dated effective May 8, 2026 (the “**Effective Date**”).

### BETWEEN:

#### ACUTE CARE ALBERTA

(“**ACA**”)

- and -

#### TUAN GIAN BUI 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 Approval AR225123 referenced as CLM29304 dated November 1, 2024 as amended by agreement dated March 26, 2026 with Ministerial Approval AR 4798 and April 1, 2026 with Ministerial Approval AR 5021 (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.

**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 AMENDMENTS

#### 1.1 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 2 GENERAL

### 2.1 Capitalized Terms

Unless otherwise defined, the capitalized terms used in this Agreement have the respective meanings ascribed to them in the Initial Agreement.

### 2.2 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.

### 2.3 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.

### 2.4 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.

### 2.5 Effective Date

This Agreement is the written memorandum and documentation of an 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.

## 2.6 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

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

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

### TUAN GIAN BUI PROFESSIONAL CORPORATION

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

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

**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 Operator shall commence the Services on November 1, 2024 and shall complete the Services on or before March 31, 2027.

**1.2 Operator Representative**

Name: Dr. Tuan Bui  
Position: Office Manager  
Tel: 780-307-7675  
Email: [tgubi@hotmail.com](mailto:tgubi@hotmail.com) or [tuan.bui@ahs.ca](mailto:tuan.bui@ahs.ca)

**1.3 ACA Representatives**

Name: Paulina Szczurek  
Position: Director, Contracting and Commissioning Oversight  
Tel: 780-298-2170  
Email: [Paulina.Szczurek@acutecarealberta.ca](mailto:Paulina.Szczurek@acutecarealberta.ca)

Name: Jennifer Ditchburn  
Position: Lead, Contracting and Commissioning Oversight  
Tel: 587-686-8729  
Email: [Jennifer.Ditchburn@acutecarealberta.ca](mailto:Jennifer.Ditchburn@acutecarealberta.ca)

**1.4 Description of Services**

The Operator shall provide CSF services related to the provision of Insured Oral and Maxillofacial surgical procedures under the *Alberta Health Care Insurance Plan* (Alberta) (together with the ancillary services set out below, the “Services”).

The Operator may deliver the Services (either directly or by making its facilities and services available to other Practitioners) to:

- (a) those Clients of Practitioners who arrange for use of the Facility for the purposes of providing surgical services to such Clients, or
- (b) in cases only where referral by a Practitioner is not required, those Clients who present themselves directly to the Operator and who request the Services,

provided that in each instance, the provision of the Services requested is both clinically and ethically appropriate, constitutes the provision of a service which is Insured to a person eligible to receive those Services.

The Operator shall also provide the following ancillary services:

#### 1.4.1 Clinical Support

- (a) collaborate with ACA 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 Operator 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/division/sections in the Province of Alberta relevant to the performance of the Services;
- (c) collaborate and cooperate with ACA 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 ACA and joint ACA-CPSA 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 ACA 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 ACA 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 Operator for such purposes, the Operator will cooperate with and assist ACA (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 Operator'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, and
  - (iv) development, evaluation and completion of research protocols

#### **1.4.3 Research Support**

- (a) Having regard to the resources reasonably available for such purposes, the Operator will cooperate with ACA to provide such participation by its Staff as may be reasonable in relation to the carrying out of research within the Province of Alberta.
- (b) The Operator agrees to promptly notify ACA 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 Operator shall, upon request, provide ACA with written evidence of Client disclosure and consent to research.

### **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) 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 ACA, when requested.

- (c) the Operator 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 Operator regarding the maintenance of their legal record of care.

## 1.6 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.*

## 1.7 Maximum Service Fees Payable

The funding outlined in the table below represents the aggregate possible funding to be shared amongst all the Calgary Corridor Oral and Maxillofacial Facility Operators contracting with ACA for the provision of Facility Services relating to Oral and Maxillofacial Surgery.

Description	Period	Amount
Estimated Total Contract Value, including Facility Fees and Supplies:	July 1, 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:	February 1, 2026 to March 31, 2026 (2 months)	\$2,400,000.00
Estimated Total Contract Value, including Facility Fees and Supplies:	April 1, 2026 to March 31, 2027	\$3,113,466.00
Maximum Contract Value:	April 1, 2026 to March 31, 2027	\$3,736,159.20

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 AHS that the Operator will have sufficient insured procedures to achieve the stated estimated annual funding payable during the term of this Agreement.

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

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.

## 1.8 Service Level Expectations

Without limiting any other requirements of the Agreement, the Operator 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.

(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 ACA, 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 ACA 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 ACA.

(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 Operator 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 Operator 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 (ORNAC) 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. 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 Operator must provide for appropriately trained and experienced support Staff, including but not limited to manager, booking personnel, re-processing Staff with certification and housekeeping Staff.

(f) Health Record Documents

Documentation standards are subject to audit by each (or both) of ACA and the Government of Alberta upon three (3) days' prior notice to the Operator. 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 Operator 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 and/or Dental Staff

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

- (i) has or would be entitled to an active appointment on the Medical Staff; and
- (ii) recognizes the authority of ACA's 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 Operator 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 Operator will ensure its Staff books the longest waiting 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>).

(i) Client Booking Conversation

The Operator 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.

(j) Client Admission Criteria

The Operator 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 Operator will inform the referring physician or optometrist (who referred the Client to the Operator 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 anesthesiologist. Preoperative evaluation and Client selection shall be according to the CPSA Standards and Guidelines for CSFs.

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

Anesthetic Services will only be provided where blocks of six (6) hours of surgery are booked.

(l) Procedure Quotas

ACA Calgary Corridor Department of Surgery will allocate quotas (either budgeted contract value, operative time, or case volume) to eligible individual Practitioners. The Operator shall ensure that

the aggregate oral and maxillofacial surgical procedures are reasonably completed/paced over the course of a year.

(m) Paediatric Care

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

(n) Discharge Process

The Operator 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 as detailed in Post-Operative Care section below.

The Operator will ensure that all Clients are provided with written information relating to post-operative rehabilitation protocols, together with a home exercise program and/or a referral for further therapy as required.

(o) Post Surgical Follow Up

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

The first post-operative visit will normally occur with the surgeon within ten (10) business days following the surgical procedure.

(p) Unplanned Transfer to Hospital

For Clients requiring emergency transfer from the CSF to an acute care hospital, the Operator shall ensure that the attending physician or anesthesiologist shall directly communicate this transfer to an 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 Health Services (“EHS”) transportation costs will be paid by ACA only for Clients that require an unplanned transfer to an emergency department and/or admission to hospital.