

## 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 -

#### CLAYTON M. DAVIS 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 the Delivery of Insured Oral and Maxillofacial Surgical Services referenced as CLM200344 dated May 1, 2014 with Ministerial Order #19/2014, as amended by agreement(s) dated August 1, 2014 with Ministerial Order #28/2014, April 1, 2018 with Ministerial Order #14/2018, assigned by agreement dated November 1, 2018 with Ministerial Order #620/2018, and as amended by agreements dated August 1, 2019 with Ministerial Order #612/2019, January 20, 2021, April 1, 2021, April 1, 2022, and April 1, 2023 (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 MINISTERIAL APPROVAL

**1.1** It is an express condition precedent to this Agreement having any force or effect that the Minister of Health for Alberta shall have approved this Agreement. If this condition is not fulfilled as at the date

of this Agreement then, notwithstanding any other provision to the contrary, this Agreement shall not come into effect unless and until the Minister of Health for Alberta's said approval is granted and neither Party shall have rights or obligations relative to this Agreement until that time.

## **ARTICLE 2 EXTENSION OF TERM**

### **2.1 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 3 AMENDMENTS**

### **3.1 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 "A" which is attached to this Agreement.

## **ARTICLE 4 GENERAL**

### **4.1 Capitalized Terms**

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

### **4.2 Effect of Agreement**

Other than as expressly provided for herein, this Agreement does not serve to amend any terms or conditions of the Initial Agreement, 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.

### **4.3 Entire Agreement**

This Agreement and the Initial Agreement and any other agreements and documents that have been, or are required or contemplated to be, delivered pursuant hereto or thereto constitute the entire agreement between the Parties, setting out all the covenants, warranties, representations, conditions, understandings and agreements between the Parties pertaining to the subject matter of the Initial Agreement, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written.



#### 4.4 Further Assurances

Each Party shall, with reasonable diligence, do all such things, provide all such reasonable assurances and execute and deliver such further documents or instruments as may be required by the other Party in order to give effect to and carry out the provisions of this Agreement or which otherwise may be reasonably necessary or desirable to effect the purpose of this Agreement.

#### 4.5 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.

#### 4.6 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**

**CLAYTON M. DAVIS 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

## SCHEDULE “A”

### I. Description of Services

Acute Care Alberta (ACA) requires the services of the Operator for facility services related to the provision of insured oral and maxillofacial surgical procedures under the Alberta Health Care Insurance Plan. Oral and maxillofacial surgical procedures performed in Non-Hospital Surgical Facilities are limited to the type approved by the College of Physicians and Surgeons of Alberta.

### II. Service Fees

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

### IV. Maximum Facility Fee, Anaesthetic Fee and Supplies Reimbursement Payable

The funding below represents the aggregate possible funding to be shared amongst all of the Edmonton Zone Oral and Maxillofacial Facility Operators contracting with ACA for the provision of Facility Services relating to Oral and Maxillofacial Surgery.

The estimated total contract value, including Service Fees and Supplies payable by ACA to the Operator (the “Estimated Total Contract Value”) in each of the contract years, April 1, 2025 to March 31, 2026 and April 1, 2026 to March 31, 2027 (each a “Contract Year”) will be calculated as follows:

- (a) For the Contract Year April 1, 2025 to March 31, 2026, the Estimated Total Contract Value shall be **\$2,443,709.31**, plus a 30% contingency amount of **\$733,112.79**, for a Maximum Contract Value (defined below) of **\$3,176,822.10**. No portion of the 30% contingency may be billed for without prior written approval from AHS for use of the contingency. Contingency funding is for extenuating purposes only.
- (b) For the Contract Year April 1, 2026 to March 31, 2027, the Estimated Total Contract Value shall be **\$3,073,709.31**, plus a 30% contingency amount of **\$922,112.79**, for a Maximum Contract Value (defined below) of **\$3,995,822.10**. No portion of the 30% contingency may be billed for without prior written approval from AHS for use of the contingency. Contingency funding is for extenuating purposes only.
- (c) ACA reserves the right to add a 30% contingency to the Estimated Total Contract Values for any Contract Year of the Term (the Estimated Total Contract Value plus the 30% contingency is hereinafter referred to as the “Maximum Contract Value”). No portion of the 30% contingency may be billed for without prior written approval from ACA for use of the contingency. Contingency funding is for extenuating purposes only.

**THE ESTIMATED TOTAL CONTRACT VALUE INDICATED ABOVE SHOULD IN NO WAY BE TAKEN TO BE A REPRESENTATION, WARRANTY OR GUARANTEE BY ACA THAT THE OPERATOR WILL HAVE SUFFICIENT INSURED PROCEDURES TO ACHIEVE THE STATED MAXIMUM ANNUAL FUNDING PAYABLE DURING THE TERM OF THIS AGREEMENT. IN ACCORDANCE WITH SECTION 3.5 OF THIS AGREEMENT, ACA DOES NOT GUARANTEE THAT ANY MINIMUM NUMBER OF PROCEDURES WILL BE PERFORMED IN THE**

**FACILITY, OR THAT ANY MINIMUM AMOUNT OF SERVICE FEES WILL BE PAYABLE TO THE OPERATOR DURING THE TERM OF THIS AGREEMENT.**

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ACCA COPY