

WHEREAS, the governance structure of the health services delivery system in Alberta was restructured; and

WHEREAS, it is necessary to wind up the affairs of the Alberta Mental Health Board and to facilitate the assumption of the affairs of the Alberta Mental Health Board by Alberta Health Services.

THEREFORE, I, RON LIEPERT, Minister of Health and Wellness, pursuant to the provisions of the *Regional Health Authorities Act* and section 7 of the Alberta Mental Health Board Regulation do hereby order the following:

1. For all purposes of and in respect of this Ministerial Order, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the following meanings, namely
 - a. “**Assets**” includes all property, assets, trusts and rights, real and personal, tangible and intangible wherever situated and, for greater clarity, includes without limitation, all lands, fixtures, chattels, equipment, stock-in-trade, inventory, investment property, Current Assets, Contracts, intellectual property including without limitation, patents, trademarks, official marks, industrial designs, copyrights, whether registered or unregistered;
 - b. “**Contracts**” includes all agreements, contracts, instruments and other commitments, whether oral or written, express or implied, and for greater certainty includes, without limitation, all agreements for the provision, receipt or licensing of goods, services, or rights, leases of real or personal property and contracts of employment and pension and other employee benefit plans;
 - c. “**Current Assets**” includes accounts receivable, contributions receivable, inventories and prepaid expenses; and
 - d. “**Liabilities**” includes accounts payable, accrued vacation pay, deferred operating and capital contributions, long term debt, life lease deposits, lease obligations, commitments and contingencies.

2. Effective April 1, 2009:

- a. The Alberta Mental Health Board is wound up and the affairs of the Alberta Mental Health Board are assumed by Alberta Health Services.
- b. Without limiting the generality of the foregoing, the following provisions apply:
 - i. Any and all interests of the Alberta Mental Health Board in and to any and all real property or interests in real property of the Alberta Mental Health Board vest and become the property of Alberta Health Services which shall hereafter be responsible for any Liabilities associated with such real property or interests in real property;
 - ii. Any and all interests of the Alberta Mental Health Board in and to any and all Assets of the Alberta Mental Health Board vest in Alberta Health Services and any and all Contracts of the Alberta Mental Health Board are continued unaffected with Alberta Health Services being substituted for the Alberta Mental Health Board by operation of law and Alberta Health Services shall hereafter be responsible for any Liabilities associated with such Assets and Contracts. Any and all preferential or other rights to acquire any of the Assets, any and all notices, consents or approvals required pursuant to any Contract and any and all defaults or breaches that occur under any Contract by reason of a substitution of or vesting in Alberta Health Services are waived as a result of this Order;
 - iii. Any and all personnel employed by the Alberta Mental Health Board are the employees of Alberta Health Services, which shall hereafter be responsible for any Liabilities associated with such personnel;
 - iv. Any and all Current Assets of the Alberta Mental Health Board are transferred to and vest in Alberta Health Services pursuant to clauses (i), (ii), and (iii);
 - v. Alberta Health Services is hereby directed to complete and perform such remaining obligations and responsibilities of the Alberta Mental Health Board as might be necessary or desirable in the circumstances, including, without limitation, completion of financial statements and annual reporting requirements for the fiscal year ended March 31, 2009;

- vi. Any existing, or pending, cause of action, claim or liability to prosecution of the Alberta Mental Health Board is unaffected and is assumed by Alberta Health Services;
- vii. Any breach or notice requirement in any Contract or related to any Current Assets which is effected or triggered by the within transfers is hereby waived and shall not effect a breach, right of first refusal or adverse impact of any kind as a result of said transfers;
- viii. Any civil, criminal or administrative action or proceeding pending by or against the Alberta Mental Health Board may continue to be prosecuted by or against Alberta Health Services; and
- ix. A conviction against or a ruling, order or judgment in favour of or against the Alberta Mental Health Board may be enforced by or against Alberta Health Services.

DATED AT EDMONTON, Alberta this 19 day of March, 2009.

Original Signed _____

RON LIEPERT
MINISTER