

M.O. #93/2008

WHEREAS, Ministerial Order #50/2008 restructured the governance structure of the health services delivery system in Alberta; and

WHEREAS, it is necessary to update the membership of the Alberta Health Authority, amend the name of the Alberta Health Authority and update the transition provisions to effect the restructured regional health services delivery system in Alberta:

THEREFORE, I, RON LIEPERT, Minister of Health and Wellness, pursuant to the provisions of the *Regional Health Authorities Act* do hereby order the following:

1. Repeal M.O. #50/2008, as amended;
2. 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 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. **“Capital Assets”** includes any asset in respect of which amortization charges are made;
 - c. **“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;
 - d. **“Current Assets”** includes accounts receivable, contributions receivable, inventories and prepaid expenses;
 - e. **“Disestablished Authorities”** means Aspen Regional Health Authority, Calgary Health Region, Capital Health, Chinook Regional Health Authority, David Thompson Regional Health Authority, Northern Lights Health Region, Palliser Health Region, and Peace Country Health;

- f. **“Liabilities”** includes accounts payable, accrued vacation pay, deferred operating and capital contributions, long term debt, life lease deposits, lease obligations, commitments and contingencies;
 - g. **“Net Assets”** means unrestricted and internally restricted net assets, both as defined in accordance with generally accepted accounting principles; and
 - h. **“Transferred Area”** means the areas of land within the boundaries of the Disestablished Authorities.
3. Effective December 1, 2008:
- a. Update the membership of the Aspen Regional Health Authority, Calgary Health Region, Capital Health, Chinook Regional Health Authority, David Thompson Regional Health Authority, East Central Health, Northern Lights Health Region, Palliser Health Region, and Peace Country Health in accordance with the attached Appendix B.
 - b. Repeal Appendix B to M.O. #11/2003 and replace it with the attached Appendix B.
 - c. Repeal Appendix C to M.O. #12/2003, #13/2003, #14/2003, #15/2003, #16/2003, #17/2003, #18/2003 and #19/2003 and replace with the attached Appendix B.
4. Effective April 1, 2009:
- a. The boundaries of East Central Health are amended to encompass all areas within the province of Alberta, with the name of the area to be amended to the “Alberta Health Region”.
 - b. The name of the body corporate which consists of the members of the regional health authority appointed for East Central Health is amended to “Alberta Health Services”.
 - c. The members of Alberta Health Services are the members appointed in Appendix A.
 - d. The Transferred Area is hereby transferred to the Alberta Health Region and all of the business and affairs associated with the Transferred Area are taken over by Alberta Health Services.
 - e. Following the transfer described in (d) above, the Disestablished Authorities are disestablished and their business and affairs are wound up.

- f. Without limiting the generality of the foregoing, the following provisions apply:
- i. Any and all interests of the Disestablished Authorities in and to any and all real property or interests in real property and Capital Assets of the Disestablished Authorities 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 or Capital Assets;
 - ii. Any and all interests of the Disestablished Authorities in and to any and all Assets of the Disestablished Authorities vest in Alberta Health Services and any and all Contracts of the Disestablished Authorities are continued unaffected with Alberta Health Services being substituted for the Disestablished Authorities by operation of law and Alberta Health Services shall hereafter be responsible for any Liabilities associated with such Assets and Contracts. If any Contracts of the Disestablished Authorities contain exclusivity provisions (whereby one or more parties has been granted an exclusive right to provide goods or services to a Disestablished Authority), those exclusivity provisions shall, at the option of Alberta Health Services, only be in respect of, and apply to the geographic region in which the Disestablished Authorities existed as at the date that the term of the Contract commenced. 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 Disestablished Authorities 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 Disestablished Authorities are transferred to and vest in Alberta Health Services pursuant to clauses (i), (ii), and (iii);
 - v. Any remaining surplus or insufficiency of Net Assets after the above distributions shall be allocated or contributed by Alberta Health Services;
 - vi. Alberta Health Services is hereby directed to complete and perform such remaining obligations and responsibilities of the Disestablished Authorities 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;

- vii. Any existing, or pending, cause of action, claim or liability to prosecution of the Disestablished Authorities associated with the Transferred Area is unaffected and is assumed by Alberta Health Services;
 - viii. 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;
 - ix. Any civil, criminal or administrative action or proceeding pending by or against the Disestablished Authorities associated with the Transferred Area may continue to be prosecuted by or against Alberta Health Services; and
 - x. A conviction against or a ruling, order or judgment in favour of or against any of the Disestablished Authorities may be enforced by or against Alberta Health Services.
- g. To effect the provisions of this Order, M.O. #57/94, as amended, is amended by replacing the Appendix attached thereto with Appendix A attached to this M.O.
- h. Repeal M.O. #51/94, #52/94, #54/94, #56/94, #60/94, #61/94, #63/94, #66/94, as amended.
- i. Repeal M.O. #11/2003, #12/2003, #13/2003, #14/2003, #16/2003, #17/2003, #18/2003 and #19/2003 as amended.

DATED AT EDMONTON, Alberta this day of , 2008.

original signed November 19, 2008
RON LIEPERT
MINISTER

(Repeals M.O. #50/2008, as amended)

APPENDIX B

1. The following persons are appointed as members of the Aspen Regional Health Authority, Calgary Health Region, Capital Health, Chinook Regional Health Authority, David Thompson Regional Health Authority, East Central Health, Northern Lights Health Region, Palliser Health Region, and Peace Country Health:

Name	Position	Expiry of Term
Ken Hughes	Member and Chair	March 31, 2009
Jack Ady	Member	March 31, 2009
Linda Hohol	Member	March 31, 2009
John Lehnert	Member	March 31, 2009
Irene Lewis	Member	March 31, 2009
Catherine Roozen	Member	March 31, 2009
Don Sieben	Member	March 31, 2009
Lori Andreachuk	Member	March 31, 2009
Gord Bontje	Member	March 31, 2009
Teri Lynn Bougie	Member	March 31, 2009
Jim Clifford	Member	March 31, 2009
Strater Crowfoot	Member	March 31, 2009
Tony Franceschini	Member	March 31, 2009
Andreas Laupacis	Member	March 31, 2009
Gord Winkel	Member	March 31, 2009

2. The persons appointed above:
 - (a) may be paid remuneration as determined by the Minister from time to time, and
 - (b) hold office until March 31, 2009, or until earlier removed at any time without notice at the discretion of the Minister.

(Repeals M.O. #50/2008, as amended)

APPENDIX A

Alberta Health Services

1. The name of the health region is the "Alberta Health Region".
2. The area of the health region shall consist of all lands within the province of Alberta.
3. The persons named hereunder are appointed in accordance with section 4 of the *Regional Health Authorities Act* as the members of the regional health authority for the Alberta Health Region and are a body corporate under the name "Alberta Health Services".

Name	Position	Expiry of Term
Ken Hughes	Member and Chair	March 31, 2012
Jack Ady	Member	March 31, 2010
Linda Hohol	Member	March 31, 2011
John Lehnert	Member	March 31, 2011
Irene Lewis	Member	March 31, 2012
Catherine Roozen	Member	March 31, 2012
Don Sieben	Member	March 31, 2012
Lori Andreachuk	Member	March 31, 2010
Gord Bontje	Member	March 31, 2011
Teri Lynn Bougie	Member	March 31, 2011
Jim Clifford	Member	March 31, 2010
Strater Crowfoot	Member	March 31, 2011
Tony Franceschini	Member	March 31, 2012
Andreas Laupacis	Member	March 31, 2010
Gord Winkel	Member	March 31, 2010

4. The persons appointed under clause 3 of this Appendix
 - (a) may be paid remuneration as determined by the Minister from time to time, and
 - (b) hold office for the terms specified or until earlier removed at any time without notice at the discretion of the Minister.