



MANITOBA

ORDER IN COUNCIL

DATE: **June 22, 2022**

ORDER IN COUNCIL NO.: **263/2022**

RECOMMENDED BY: **Minister of Health**

ORDER

1. The operations, activities, property, rights, debts, obligations and liabilities of the Government of Manitoba described in Schedule A are transferred to and vest in the provincial health authority in accordance with any terms and conditions specified in the Schedule.
2. The operations, activities, property, rights, debts, obligations and liabilities of the Government of Manitoba described in Schedule B are transferred to and vest in the provincial health authority in accordance with any terms and conditions specified in the Schedule.
3. The Minister of Health may execute any documents necessary to give effect to this Order.
4. This Order takes effect on July 1, 2022.

AUTHORITY

The Health System Governance and Accountability Act, C.C.S.M. c. H26.5, states:

Transfer to health authority by order in council

50.1(1) Despite any other provision of this Act, any other Act, including a private Act, or the terms of any agreement, the Lieutenant Governor in Council may, by order,

(a) subject to any terms and conditions that may be set out in the order, transfer or assign to, and vest in, a health authority any operations, activities, property, rights, debts, obligations or liabilities of the government, a government agency or another health authority relating to the delivery of health services; and

(b) address any other matter or thing that the Lieutenant Governor in Council considers necessary or advisable to effect the transfer, assignment or vesting or remedy any difficulty encountered in relation to the transfer, assignment or vesting.

Effect of order

50.1(2) An order under subsection (1) constitutes, for all purposes, a legal and valid transfer, assignment or vesting of the operations, activities, property, rights, debts, obligations and liabilities set out in the order in accordance with the terms and conditions of the order.

Rights or claims may be continued

50.1(3) Any person who may have a right or claim in relation to anything that has been transferred or assigned to, or vested in, a health authority under subsection (1) may continue to assert that right or claim against that authority.

Transfer or assignment valid

50.1(4) No prohibition of any transfer, assignment or vesting, nor the absence of any required consent or approval, voids or affects the validity of a transfer, assignment or vesting under this section.

Transfer or assignment not a breach or default

50.1(5) A transfer, assignment or vesting under this section is deemed not to be a breach, default or contravention of or under any lease, agreement, contract of insurance, licence, permit or other instrument.

SCHEDULE A

1. In this Schedule:
 - a) “**Archival Records**” means archival Books and Records;
 - b) “**Assets**” means all Books and Records, Fixed Assets, Intangible Assets, Inventory, Monetary Assets, and Trust Assets;
 - c) “**Books and Records**” means any book or record (in any form or format, whether physical or electronic), including, without limitation: administrative records, client and patient records, lab test requisitions and results, files, ledgers, financial statements, banking records, and tax returns;
 - d) “**Contracts**” means a contract, engagement or other agreement, except for Real Property Leases;
 - e) “**CPL**” means Cadham Provincial Laboratory;
 - f) “**Department**” means any department or branch of the Government of Manitoba;
 - g) “**Fixed Assets**” means all medical, diagnostic and laboratory machinery and equipment; communication equipment; computer hardware; office equipment and machines; furnishings; implements; parts; tools; and other tangible personal property;
 - h) “**Intangible Assets**” means names, trade-names and goodwill;
 - i) “**Inventory**” means materials, spare parts, supplies, and stock, but does not include Fixed Assets;
 - j) “**Liabilities**” means obligations, commitments and liabilities (whether absolute, accrued or contingent), including, without limitation: debts, promissory notes, liability for performance under Contracts or Real Property Leases, the payment of all accounts payable, taxes and any or all other financial obligations;
 - k) “**Liens, Mortgages and Encumbrances**” means
 - i. claims, interests and estates (whether or not registered or recorded); and
 - ii. mortgages, liens, charges, security interests, hypothecs and pledges (whether fixed or floating)against or in property (whether real, personal, tangible or intangible);
 - l) “**Monetary Assets**” means all items normally identified as monetary assets, including, without limitation: cash on hand or in bank accounts, accounts receivable, and prepaid expenses;
 - m) “**Real Property Leases**” means all leases of real property of every kind and description, including, without limitation, leases of: land, buildings, offices and warehouses; and
 - n) “**Trust Assets**” means funds and assets identified as trust funds or trust assets in the audited financial statements of the Government of Manitoba and includes any grant, gift, donation or bequest of real or personal property.

2. All Real Property Leases associated with or related to the operations, programs and activities of CPL, including, but not limited to:

	CIVIC ADDRESS	LANDLORD
a)	Cadham Provincial Laboratory 750 William Avenue, Winnipeg MB	Winnipeg Regional Health Authority

3. All operations, programs and activities associated with or related to CPL, including, but not limited to:

	LOCATION	OPERATIONS, PROGRAMS AND ACTIVITIES
a)	Cadham Provincial Laboratory	<ul style="list-style-type: none"> • Public health laboratory services, including microbiology, virology, parasitology, serology, newborn screening, public health chemistry and quality assurance. • Reference services for identification and typing of microorganisms. • Biohazard response services.

4. All Books and Records in the care, control or possession of the Government of Manitoba associated with or related to the operations, programs and activities of CPL referenced in section 3 of this Schedule, except for Archival Records associated with or related to the operations, programs and activities of CPL. The Government of Manitoba, through the Department of Health, may, at its discretion, provide the provincial health authority with access to the Archival Records for a lawful purpose connected with a function or activity of the provincial health authority.

5. All Contracts binding on or benefiting the Government of Manitoba associated with or related to the operations, programs and activities of CPL referenced in section 3 of this Schedule.

6. All Fixed Assets used exclusively or primarily in connection with the operations, programs and activities of CPL referenced in section 3 of this Schedule, wherever located, including any leases of Fixed Assets, except owned or leased Fixed Assets purchased or acquired by or on behalf of a Department other than the Department of Health irrespective of whether such Fixed Assets are used in connection with the operations, programs and activities of CPL.

7. The right to use all Intangible Assets associated with or related to the operations, programs and activities of CPL, to the extent that the Government of Manitoba has the authority or ability to transfer such Intangible Assets.

8. The Laboratory Information Management System used in connection with the operations, programs and activities of CPL.

9. All Inventory used in connection with the operations, programs and activities of CPL referenced in section 3 of this Schedule, except any Inventory purchased or acquired by or on behalf of a Department other than the Department of Health, irrespective of whether such Inventory is used in connection with the operations, programs and activities of CPL.

10. All Liabilities associated with or related to the operations, programs and activities of CPL referenced in section 3 of this Schedule.

11. All Monetary Assets associated with or related to the operations, programs and activities of CPL referenced in section 3 of this Schedule, including care and control of any accounts associated with or related to the Monetary Assets.

12. All Trust Assets associated with or related to the operations, programs and activities of CPL referenced in section 3 of this Schedule or for the purposes of CPL.

13. All licences and permits issued to the Department of Health associated with or related to the operations, programs and activities of CPL referenced in section 3 of this Schedule.

14. All:

- a) existing causes of action, claims or liability to prosecution by or against the Government of Manitoba;

- b) pending civil, criminal or administrative action or proceeding by or against the Government of Manitoba; and
- c) any court ruling, order or judgment in favour of or against, the Government of Manitoba;

associated with or related to the operations, programs and activities of CPL referenced in section 3 of this Schedule.

15. All Assets in this Schedule are transferred on an as is, where is basis subject to any Liens, Mortgages and Encumbrances.

SCHEDULE B

1. In this Schedule:

- a) “**Archival Records**” means archival Books and Records;
- b) “**Assets**” means all Books and Records, Fixed Assets, Intangible Assets, Inventory, Monetary Assets and Trust Assets;
- c) “**Books and Records**” means any book or record (in any form or format, whether physical or electronic), including, without limitation: administrative records, client and patient records, files, ledgers, financial statements, banking records, and tax returns;
- d) “**Contracts**” means a contract, engagement or other agreement, except for Real Property Leases;
- e) “**Department**” means any department or branch of the Government of Manitoba;
- f) “**Fixed Assets**” means all medical, diagnostic and laboratory machinery and equipment; communication equipment; computer hardware; office equipment and machines; furnishings; implements; parts; tools; and other tangible personal property;
- g) “**Intangible Assets**” means names, trade-names and goodwill;
- h) “**Inventory**” means materials, spare parts, supplies, and stock, but does not include Fixed Assets;
- i) “**Liabilities**” means obligations, commitments and liabilities (whether absolute, accrued or contingent), including, without limitation: debts, promissory notes, liability for performance under Contracts or Real Property Leases, the payment of all accounts payable, taxes and any or all other financial obligations;
- j) “**Liens, Mortgages and Encumbrances**” means:
 - i. claims, interests and estates (whether or not registered or recorded); and
 - ii. mortgages, liens, charges, security interests, hypothecs and pledges (whether fixed or floating)against or in property (whether real, personal, tangible or intangible);
- k) “**Monetary Assets**” means all items normally identified as monetary assets, including, without limitation: cash on hand or in bank accounts, accounts receivable, and prepaid expenses;
- l) “**Real Property Leases**” means all leases of Real Property, including, without limitation, leases of: land, buildings, offices and warehouses;
- m) “**Real Property**” means land of every kind and description and includes any building or structure on the land;
- n) “**SMHC**” means the Selkirk Mental Health Centre; and
- o) “**Trust Assets**” means funds and assets identified as trust funds or trust assets in the audited financial statements of the Government of Manitoba and includes any grant, gift, donation or bequest of real or personal property.

2. All Real Property Leases associated with or related to the operations, programs and activities associated with SMHC, including, but not limited to:

	CIVIC ADDRESS	LANDLORD
a)	McLean House 722 McLean Avenue, Selkirk MB	The Manitoba Housing and Renewal Corporation
b)	Mildred House 715 Vaughn Avenue, Selkirk MB	The Manitoba Housing and Renewal Corporation

3. All operations, programs and activities associated with or related to SMHC, including, but not limited to:

	LOCATION	OPERATIONS, PROGRAMS AND ACTIVITIES
a)	Selkirk Mental Health Centre (825 Manitoba Avenue, Selkirk MB)	<ul style="list-style-type: none"> • Acquired Brain Injury Program • Acute Program • Dialectical Behavior Therapy Program • Forensic Program • Rehabilitation Program • Geriatric Program
b)	Acquired Brain Injury Transitional Residence (604 Vaughn Avenue, Selkirk MB)	<ul style="list-style-type: none"> • Community-Based Acquired Brain Injury Rehabilitation Services
c)	McLean House (722 McLean Avenue, Selkirk MB)	<ul style="list-style-type: none"> • Community Rehabilitation Services
d)	Mildred House (715 Vaughn Avenue, Selkirk MB)	<ul style="list-style-type: none"> • Community Rehabilitation Services

4. All Books and Records in the care, control or possession of the Government of Manitoba associated with or related to the operations, programs and activities of SMHC referenced in section 3 of this Schedule, except for Archival Books and Records associated with or related to the operations, programs and activities of SMHC. The Government of Manitoba, through the Department of Health, may, at its discretion, provide the provincial health authority with access to the Archival Records for a lawful purpose connected with a function or activity of the provincial health authority.
5. All Contracts binding on or benefiting the Government of Manitoba associated with or related to the operations, programs and activities of SMHC referenced in section 3 of this Schedule, including, but not limited to, lease agreements of motor vehicles, except for any Contracts relating to the operation, maintenance and repair of the capital infrastructure of any Real Property referenced in subsections 3(a) and (b) of this Schedule.
6. All Fixed Assets used exclusively or primarily in connection with the operations, programs and activities of SMHC, wherever located, including any leases of Fixed Assets, except owned or leased Fixed Assets purchased or acquired by or on behalf of a Department other than the Department of Health and Department of Mental Health and Community Wellness irrespective of whether such Fixed Assets are used in connection with the operations, programs and activities of SMHC.
7. The right to use all Intangible Assets associated with or related to the operations, programs and activities of SMHC, to the extent that the Government of Manitoba has the authority or ability to transfer such Intangible Assets.
8. All Inventory used in connection with the operations, programs and activities of SMHC referenced in section 3 of this Schedule, except Inventory purchased or acquired by or on behalf of a Department other than the Department of Health and Department of Mental Health and Community Wellness, irrespective of whether such Inventory is used in connection with the operations, programs and activities of SMHC.
9. All Liabilities associated with or related to the operations, programs and activities of SMHC referenced in section 3 of this Schedule.

10. All Monetary Assets associated with or related to the operations, programs and activities of SMHC referenced in section 3 of this Schedule, including care and control of any accounts associated with or related to the Monetary Assets.
11. All Trust Assets associated with or related to the operations, programs and activities of SMHC referenced in section 3 of this Schedule or for the purposes of SMHC.
12. All licences and permits issued to the Department of Health or Department of Mental Health and Community Wellness associated with or related to the operations, programs and activities of SMHC referenced in section 3 of this Schedule.
13. All:
 - a) Existing causes of action, claims or liability to prosecution by or against the Government of Manitoba;
 - b) Pending civil, criminal or administrative action or proceeding by or against the Government of Manitoba; and
 - c) any court ruling, order or judgment in favour of or against, the Government of Manitoba;associated with or related to the operations, programs and activities of SMHC referenced in section 3 of this Schedule.
14. All Assets in this Schedule are transferred on an as is, where is basis subject to any Liens, Mortgages and Encumbrances.