Form 49
[Rule 13.19]

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COURT	COURT OF KING'S BENCH OF ALBERTA
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PLAINTIFF/ APPLICANT	ATHANA MENTZELOPOULOS
DEFENDANTS/ RESPONDENTS	ALBERTA HEALTH SERVICES; HIS MAJESTY THE KING IN RIGHT OF ALBERTA as represented by ADRIANA LAGRANGE in her capacity as MINISTER OF HEALTH
DOCUMENT	**AFFIDAVIT**

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AFFIDAVIT OF ATHANA MENTZELOPOULOS

Sworn on the ___ day of June 2025.

I, Athana Mentzelopoulos, of the City of Edmonton, in the Province of Alberta, SWEAR AND SAY THAT:

1. I am the Applicant/Plaintiff in the within Action and as such I have personal knowledge of the matters hereinafter deposed to, except where stated to be based on information and belief, in which case I believe the same to be true.

2. While employed by Alberta Health Services ("**AHS**") and while having the full confidence of the AHS Board of Directors and a very positive employment record, the Crown improperly terminated my employment, even though the Crown had no authority to do so. The Crown knew that I had an employment agreement, knew that the Board was happy with my work, knew that the Board was briefed on December 19, 2024 on the results to date of independent internal investigation I led at AHS, knew that the Board had recommended the investigation be expanded and that information from the investigation be provided to the RCMP, and knew that the Board had refused to terminate me when asked to by the Minister of Health. Yet, despite that extensive knowledge, the Crown improperly chose to order the Deputy Minister of Health, Andre Tremblay, ("**Mr. Tremblay**") to terminate me, even though both he and the Crown knew that they had no authority to do so and that doing so would cause AHS to breach its employment agreement with me. Mr. Tremblay did so, after organizing a meeting with me on false pretenses and inviting me to attend. His act on behalf of the Crown constituted knowing tortious interference with my employment contract and was intended to harm me and cause damages. I was harmed and I did suffer damages as a result.

3. I was the President and Chief Executive Officer ("CEO") of AHS. As of December 7, 2023, I was party to an employment agreement between AHS and me, signed by Lyle Oberg and by me (the "**Employment Agreement**"). Attached as **Exhibit "1"** is a copy of the Employment Agreement.

4. I reported to the AHS Board of Directors and to the Executive Chair and then Chair of AHS pursuant to my Employment Agreement. From time to time, as described below, Minister LaGrange, other Ministers, and their Deputy and Associate Ministers, communicated with me regarding AHS and its operations, but none of them had any authority over my employment nor any involvement in administering my Employment Agreement. I believe that both Minister LaGrange and Mr. Tremblay were aware of the existence of my AHS Employment Agreement and its essential terms.

5. I carried out my duties loyally and faithfully, and I worked at all times with a view to the best interests of AHS and the public interest, and in accordance with best management

practices and operational standards. I sought to have my AHS team and AHS employees work to the same standards and toward the same purposes.

6. At no time was I subject to any disciplinary measures of any kind. At no time did anyone at AHS criticize my work. At all times I worked to fulfill, and did fulfill, the expectations of the AHS Board, including the expectations of the three Deputy Ministers appointed to the Board by the Government. I had only positive performance reviews. To my knowledge there was nothing negative at all on my personnel file up to and including the day my employment was improperly terminated by Mr. Tremblay acting without AHS authority. My understanding, which I think will be confirmed by several former Board members when they are compelled to testify under oath as part of this Application, is that the Board did not want to terminate me, did not want me terminated, wanted me to carry on as President and CEO, and wanted me to ensure that the independent investigative work discussed further below was completed. I was not terminated by the Board of AHS.

7. For reasons that I believe are explained in detail below, Minister LaGrange herself decided to terminate my employment and improperly to cause my Employment Agreement with AHS to be breached.

8. Minister LaGrange's first attempt to cause my termination failed. By letter on January 6, 2025, I informed Alberta Health of an upcoming (January 10th) meeting with the Auditor General about the AHS internal investigation. This letter followed a December 19, 2024, meeting of the Board where they were updated on the internal investigation; a December 20, 2024, letter to a vendor under examination as part of the investigation; and a December 23, 2024, letter of instructions to me from Alberta Health to terminate the investigation. After I sent the letter on January 6th, I started to hear that Minister LaGrange was trying to organize a meeting with Board members for January 7. I was asked what the meeting was about, but I was not invited and had no information. The Minister convening the Board without the President and CEO knowing about it or being in attendance was unusual. When I heard that the meeting had been confirmed for January 7th, and I was still not invited, I became convinced, without being able to be certain, that the Minister intended to instruct the AHS Board to fire me.

9. An informal meeting of the AHS Board was convened on January 7th by Minister LaGrange, and I learned later that the purpose of the meeting was to have the AHS Board agree to terminate my employment with AHS. I learned from colleagues that AHS Board members refused to accede to the Minister's January 7th demand that I be terminated by

the Board itself. I was told that when Minister LaGrange was asked why she wanted me terminated, she could give no substantive reason and gave none. When some Board members said they would not agree to my termination, the Minister told them that she would "have Andre do it," referring to her loyal Deputy Minister, Andre Tremblay. There was no Board motion passed, either for my termination or to appoint a new President and CEO. Neither did the Board Chair terminate my employment. Instead, the Minister herself decided to do as she said at the informal meeting with the Board and to have Mr. Tremblay purport to terminate my employment. The information in this paragraph is information I heard from others and believe to be true. I believe that it will be confirmed by compelled examinations under oath of various former Board members who attended that meeting.

10. As I understand it, some time after the AHS Board refused the Minister's demand to terminate my employment, the Minister required her Deputy Minister to do so. With or without her knowledge, Mr. Tremblay, in his capacity as Deputy Minister, set up a meeting on false pretenses by causing an invitation to be sent for a meeting ostensibly between Board Chair Angela Fong ("**Ms. Fong**") and me. Knowing that I believed I was to meet with the Chair of my Board on the Zoom meeting, Mr. Tremblay brought about my appearance at a surprise meeting with him, during which he orally effected the improper termination by the Crown and Government of my employment with AHS. The Minister and her Deputy, as I understand it, thus together effected the tortious interference with my Employment Agreement and ended my very successful, to that date, employment with AHS. A photograph of the email Zoom invitation showing the invitees as Ms. Fong and me, which was delivered to me during the afternoon of January 7, 2025, is attached as **Exhibit "2".** Mr. Tremblay is not shown as an invitee.

11. On January 8, I dialed into my 8:30 a.m. meeting with Ms. Fong. Ms. Fong was not in attendance. Instead, as he had likely planned it with the Minister, Mr. Tremblay was the only person in attendance (other than an HR person). The following is an excerpt of what was said and by whom:

***Athana**: Good morning.*

***Mr. Tremblay**: Hey Athana, how are you?*

***Athana**: I thought I was meeting with Angela Fong.*

***Mr. Tremblay**: yeah, no I know. Based on the nature of this conversation, it probably didn't make sense to have Angela here today. She's aware of the conversation, and the board is as well. And I just want to let you know that, unfortunately, we'll be terminating your employment with AHS, effective*

immediately. And I just wanted to convey that to you directly, and I'm going to be handing it over to Connie here in a minute, just to go through the details of that, Athana. So take good care of yourself, and I'll turn it over to Connie, okay?

12. Connie Webster is an HR administrator with AHS. She was not a member of the AHS Board.

13. I was thus deceived into attending what I thought was a meeting with the AHS Board Chair and instead was met by Mr. Tremblay, who, while a member of the AHS Board, did not speak for the AHS Board. With only the explanation given in the quotation above, Mr. Tremblay then proceeded to tell me that "we", being the Crown, the Government, or just the Minister and him, had decided that they would be terminating my employment with AHS. My understanding, therefore, is that, on January 8, 2025, without warning and without cause, my employment with AHS was improperly terminated, not by AHS, but by the Deputy Minister acting on the instructions of the Minister of Health and despite the refusal of the AHS Board to terminate my employment.

14. The AHS Board, which supported me and my ongoing employment with AHS and which refused to accede to the Minister's demand on January 7 that they terminate me, continued to function and to fulfill its roles in managing the affairs of AHS in good faith until, on or about January 31, 2025, Minister LaGrange terminated the members of the AHS Board.

15. The essential reason for my termination was that I was leading an independent investigation and a forensic audit into a variety of matters affecting the interests of AHS and of the public. For reasons known only to Minister LaGrange, she and some other members of the Crown and the Government wanted those investigations to end before they were concluded and before their conclusions, whatever those conclusions would have been, were revealed. Based upon the activity described above and below between December 17, 2024, and January 8, 2025, the Crown and the Government also seem to have wanted the investigations to end before anything was delivered to the RCMP and to the Auditor General. The investigation and audit were begun about August 29, 2024. Minister LaGrange told me she wanted me to terminate those processes. I refused. I was warned in late November of the likelihood of my termination for this reason. That warning was prescient.

16. In my roles as President and CEO, I was responsible, among many other things, for an investigation and forensic audit into various matters of suspicion discovered by employees of AHS and reported to me, as well as into matters reported by various AHS vendors. I

took their reports as being in the nature of whistleblowing, and I took them seriously, ensuring that they were followed up and investigated. I set up and conducted the investigations in order to minimize the possibility of retribution by maintaining as much secrecy as I could with my team.

17. The investigation and audit work (hereinafter jointly referred to as the "**investigation**") began on or around August 29, 2024, and the scope expanded in early November 2024. In its initial stages, the investigation was focused on a two-year contract signed by AHS in October 2022 with Alberta Surgical Group ("**ASG**") in Edmonton. The sources of information I received and acted upon included many individuals and many records and eventually took the form of a whistleblower type investigation, as we were trying, confidentially, to discover whether certain matters had occurred improperly, had been initiated in conflicts of interest, or had involved various possible acts of impropriety.

18. One of my earliest concerns was based on a communication in June 2024. Marshall Smith ("**Mr. Smith**"), then Chief of Staff to Alberta Premier Danielle Smith, contacted me, not on behalf of the Premier, but on behalf of ASG, to relay his concern that AHS was "capping" services. My employees then explained to me, using language that I believed was possible and then acted upon, that ASG was seeking to over-deliver on the highest-priced procedures, thereby overspending their contract value while not delivering the contracted number of procedures. This was a concern in the context of a fiscal year where, to manage to budget and ensure compliance with a related Minister's Directive, I was working on reducing our run-rate by about $423 million, or approximately 2.3 per cent of the AHS budget. I explained to Mr. Smith that AHS was not "capping" ASG. The contractual reality was that there were no provisions permitting ASG to overspend in the way that ASG and he appeared to intend.

19. Although Mr. Smith seemed satisfied with the information I shared in response, I knew from experience that the Minister's Office might be activated to pursue the issue further. I also always sought to ensure the Minister's Office was aware of any discussions I had with the Premier's Office. For that reason, on June 26, 2024, I sent an email to Nicole Williams ("**Ms. Williams**"), Chief of Staff to Minister LaGrange, and copied senior officials in Alberta Health to share the same information I had given to Mr. Smith. I did not receive a response to that email, which I took as satisfaction with the information and approach, and I believe AHS officials in Edmonton Zone continued to work with ASG to ensure they

met their contracted obligations. Attached as **Exhibit "3"** is a copy of my email dated June 26, 2024.

20. Although there were issues with overspending and non-compliance, there was no investigation into the ASG contract at that time.

21. Over the summer of 2024, AHS employees were both managing the current contract with ASG and negotiating a contract extension. At one point, I was advised by Dr. Sid Viner, a physician at AHS, that the 2022 ASG contract had been negotiated without clinical input, which was unusual and had led to challenges managing anesthesiologists. I also learned about other unique features of that contract.

22. At the same time, there were negotiations related to proposed new chartered surgical facilities ("**CSF**") in Red Deer and Lethbridge. Procurement officials at AHS had continued to raise concerns about the ASG contract and surgical rates in general, and they were reticent about extending the rates in the 2022 ASG contract or replicating them elsewhere. These concerns were relayed to me by email and verbally by then-AHS Vice President Michael Lam ("**Mr. Lam**") and senior AHS procurement official Thiago Braga ("**Mr. Braga**"). AHS employees also had concerns about the negotiations themselves, telling me that it seemed they were negotiating with the Crown's agents employed by Alberta Health (hereinafter alternatively referred to as" **AH"**," **Alberta Health"**, or the" **Crown**") rather than with ASG's own proponents and those of other CSFs. I authorized them to table for discussion a new rate schedule, which was first shared with Alberta Health in August of 2024.

23. Very soon (perhaps an hour) after the new rate schedule was shared by AHS with Jitendra Prasad, Managing Director of the Procurement System Optimization Secretariat ("**PSOS**") at Alberta Health, I heard from AH's Associate Deputy Minister, Darren Hedley ("**Mr. Hedley**"), that "P3P" was concerned about the proposed rates. I was not familiar with the reference to "P3P." DM Hedley clarified that the term referred to "Doug Horner and Jeff Johnson" who represented or worked with ASG. In a text exchange on August 15, 2024, Mr. Hedley essentially warned me that we could expect the matter to get "noisy" as those two people were a government relations firm who were representing ASG and they had been contacting people in the Government regarding the status of the contract negotiations. I understood his use of the term "noisy" to mean that there could be

interference from members of the Government or from Crown employees on behalf of them.

24. The clarification around P3P was notable to me because I had been advised by an employee in an email the previous spring that Mr. Tremblay had toured or planned to tour an AHS facility in Sundre with Jeff Johnson. I raise this because for me, Summer 2024 was a period when I was receiving information about various connections between different individuals.

25. Another example is when Mr. Smith called me on July 5, 2024, to tell me that Carrie Tait from the Globe and Mail was "asking questions" about the "children's Tylenol" contract and that I should be alert to any inquiries and make sure they were well-managed. Mr. Smith said Ms. Tait was trying to connect this procurement with hockey tickets that had been gifted to himself and others but that these gifts were permitted under the amended Conflicts of Interest Act. During that discussion, I learned from Mr. Smith that AHS had used MHCare Medical as the importer for the "children's Tylenol" procurement.

26. Alberta Health continued to raise ASG in August and conveyed ASG's complaints about the then current contract (2022 – 2024). As they had in June, ASG was seeking to over-deliver on certain procedures and was engaged with AHS Edmonton Zone staff, who were continuing to instruct them to adhere to the contract's schedule. I later learned that an August 14th email exchange on this subject between AHS employees and ASG was sent by Blayne Iskiw ("**Mr. Iskiw**," a former AHS employee who was then representing ASG) to Mr. Prasad at his personal email address (an Outlook account) while Mr. Prasad was an employee of Alberta Health. I retained some of these materials and they were used in the investigation.

27. On August 16, 2024, Mr. Hedley texted me again concerning excess surgeries that ASG had booked without AHS authorization, surgeries which ASG was threatening to cancel, to the detriment of their own patients. It appeared to me that ASG was going through Mr. Hedley and other Crown agents to get around me and other AHS employees who were accountable for the administration of the contract and doing nothing other than ensuring that ASG complied with its AHS contract. I understood that both Mr. Iskiw and Mr. Prasad were involved in supporting the ASG approach to this.

28. On August 19th, I corresponded further with Mr. Hedley by text. He reiterated that, as per the August 16th exchange, ASG was threatening to cancel surgeries which they had

scheduled without authority and in excess of their contract. Flexibilities were extended to ASG for one week to permit those excess surgeries to proceed, for the benefit of the patients. Thereafter, ASG's principals were to meet with me and others at AHS.

29. The August 19, 2024, text exchange was a prelude to a meeting on August 22nd with ASG proponents (the "**proponents**"). During that meeting, the proponents said they had been assured by "an AHS employee" that the contract had provisions for carry-forward and contingency, and that the contract schedule was non-binding. The proponents said they only had to deliver the overall number of surgeries in the schedule, not the specific allocations by procedure. They also said they were only bound by the total dollar amount in the contract. I said neither made sense, because if they continued to over-deliver on shoulder arthroplasty, they would quickly surpass the dollar value of the contract without reaching the total volume. They essentially threatened that, if I did not agree to let them proceed on their interpretation, they would cancel surgeries and that was bad for Albertans. I told them I was not asking them to cancel surgeries but that we would need to reach a shared understanding about how to manage the balance of their contract (which expired at the end of October 2024) to avoid further budget pressures. I told them I would rely on AHS Edmonton Zone leadership to work out an agreement. Later that afternoon, Mr. Hedley called me and said he had been informed by Mr. Horner that ASG was going to cancel surgeries as I had demanded. I told him I had done no such thing. What I actually said to them is set out above, and the Crown knew that through Mr. Hedley.

30. All these claims were concerning and were further impetus for my request for an independent review of the ASG contract. It commenced in the following days, and I advised Mr. Tremblay of it by letter on August 29, 2024, where I wrote that the contract had provisions "that materially differ from similar arrangements between AHS and other contract surgical providers," including "a provision for two overnight stays per procedure, something that would not have been supported by clinical advice and which we know has not been required." I told Mr. Tremblay there was a "need to ensure a robust and transparent system for allocating orthopedic surgeries," and that I was pausing negotiations with ASG. I asked my employees to put all CSF negotiations on hold until the review was complete. Attached as **Exhibit "4"** is a copy of the letter dated August 29, 2024.

31. While I retained some of these records, there exists a great deal of evidence of communications among ASG, AH, and AHS that will be produced in the Affidavits of

Records of both AHS and of the Crown, which records will include all AHS Edmonton Zone communications with ASG, discussions between and among ASG, Mr. Horner, Mr. Iskiw, and Alberta Health, and communications involving Mr. Prasad and other individuals involved at Alberta Health, AHS and ASG. All communications from ASG to Alberta Health and/or AHS about ASG's threats to cancel surgeries will also be relevant and will assist to demonstrate what ASG was doing. Much of that information was seen by me or by members of my team at the time.

32. In late August or early September of 2024, I advised the then-Executive Chair of AHS of my decision to review the ASG contract before informing the whole board several days later. The Executive Chair warned me to be "very careful." He was not dissuading me from the review but encouraging me to be careful about my own well-being. I later met with Jerry Scott, AHS Chief Protective Services Officer, ("**Mr. Scott**") to share the warning I had received and to ask for a security review. Mr. Scott completed a review of open-source materials and subsequently advised that the individuals involved might pressure elected officials to have me terminated if they felt I posed a risk to their financial interests. I believed the warnings of both Mr. Oberg and Mr. Scott and I thereafter conducted myself in a way to try to ensure that the information I was using and disseminating was reliable.

33. On September 21, 2024, I attended a lunch event with the Alberta Medical Association in Calgary. On my way into the venue, Mr. Smith called me about the pause I had called in the CSF negotiations. He said the proponents of the Red Deer and Lethbridge facilities were unhappy with the hold up and he warned me that I should not "mess with" these "serious" people who needed to get their financing in place. I told Mr. Smith I could not square what he said with what I had heard from AHS procurement staff, who had told me in the summer (while negotiations were still underway) that the Red Deer and Lethbridge proponents had said that they did not need financing. Mr. Smith said in response, "Well, not traditional financing." I told Mr. Smith that I was doing a review because I had encountered some questionable issues, and that I was not comfortable sharing more than that. Mr. Smith's tone in this call seemed different and I later discussed it with a mutual friend. She shared some information with me about Mr. Smith's relationship with some of the individuals involved in these procurements, which reinforced what Mr. Smith had told me earlier in the summer about being "taken care of for life."

34. I was aware that Minister LaGrange wanted to extend the ASG contract and proceed with the Red Deer and Lethbridge facilities. Because we had put all CSF negotiations on hold,

I was concerned about delays that might occur from our investigation. I worked with my staff to develop a standardized or activity-based approach to surgical rates, which we proposed to Alberta Health on October 1, 2024. My reasoning was that a defensible price would obviate any contracting irregularities that might later be discovered, and I explained those things in detail to both Mr. Tremblay and Mr. Hedley when I met with them in Mr. Tremblay's office on October 3rd. The approach reflected detailed work by AHS employees on the cost of surgical services, their analysis of the rates of other private providers, and advice we had received earlier in the year from the AHS Board after they had reviewed surgical pricing. It was also intended to address potential issues associated with the Enoch procurement, where the proponent had proposed (and government had accepted) a significant increase in surgical rates after winning the competitive process with a different rate schedule. I tried to ensure it was written to reflect my and AHS's attention to fiscal discipline, and so that it could not be interpreted as being "anti-CSF." However, Alberta Health and Minister LaGrange then issued a Minister's Directive with surgical rates at higher levels than what we at AHS had proposed. I was told by Mr. Hedley that Mr. Prasad wrote that Directive, and I later received an email about Mr. Prasad having told an AHS employee that the rates in that Directive were "pre-agreed" between the Crown (Alberta Health) and ASG.

35. We accepted that the Minister had now directed rates, and I instructed my employees to ensure that "outliers" be removed from the ASG contract extension (that is, extra costs such as two nights' stay and an administrative fee). AHS employees conveyed that advice to Mr. Prasad. Mr. Prasad re-started negotiations for the CSF proposals in Red Deer and Lethbridge, and he completed negotiations for the ASG contract extension. Even though Alberta Health had negotiated the contract and agreed to its terms with ASG, it was signed by AHS, not Alberta Health.

36. Such an arrangement, that is, where the Crown made the decisions and AHS implemented them, was not unusual. In 2023, for example, then-AHS leadership had recommended against both the Red Deer and Lethbridge CSF proposals but AHS had nonetheless been directed by Alberta Health and by Minister LaGrange to proceed despite their negative recommendation. In April 2024, I received email direction from Alberta Health to sign a Letter of Commitment with the proponents of the Red Deer CSF. In signing that letter, I was following Government's directions even though my predecessors believed that they were contrary to the best interests of AHS and the public.

37. At this time, we had discussions with AH about financial pressures created by the Minister's new surgical price Directive, given its requirement that AHS fund any incremental costs from existing budget. This has turned out to be an important point and I want to try my best to make it as clear as possible: AHS operates with a grant from government that is released after a detailed budget process every year. AHS submits a first budget proposal based on the best possible information about costs for all services for the coming year, including pressures like population growth, aging, complexity, inflation and new investments by government. There is an iterative process with Government that engages AHS leaders and the AHS Board Finance Committee and ends when the Government makes its final budget decisions. At that point, budgets are released within AHS. In fiscal year 2024/25, these budgets included savings targets of between approximately 2 and 4 per cent (for an overall reduction of 2.3 per cent, or approximately $423 million) given expected costs exceeded available funding. The AHS budget includes allocations by function, for example surgery. The surgery budget pays for procedures in both public hospitals and private facilities in different AHS operating zones. Given budget restrictions, this is a zero-sum environment – funds are either allocated to private facilities (for high-volume, low-acuity procedures where demand is managed) or to hospitals (for every type of procedure, including transplants, emergency/trauma and cancer, where demand is difficult to control). In the absence of increased or sufficient budget, when the funding for CSFs goes up, funding for public hospitals goes down. Budget allocation for CSFs must include incremental allocations for AHS because AHS continues to bear the cost of several elements of privately delivered surgery, including implants, diagnostics and lab. Government's policy, as reflected in the Alberta Surgical Initiative ("**ASI**"), is to reduce surgical wait-times. I emphasize this because Premier Smith and Minister LaGrange have said their policy is to "use CSFs." CSFs are one tool of the policy – there are others. If resources are not carefully managed, use of CSFs can undermine the policy intent by stripping resources required for other surgical procedures. In other words, wait-times for elective shoulders, knees and hips might go down while wait-times for non-elective procedures like cancer surgeries go up. AHS described this dynamic in its analysis and advice regarding CSF procurement and utilization, and I retained some of these documents. There are many other materials that are in the control of and will be produced by AHS on the ASI and the impact of funding CSFs. AHS also controls important relevant analysis of CSF billing practices that was underway while I was CEO that will be produced

by AHS, even though the employees who were involved in developing that relevant analysis have also been terminated.

38. The AHS Board was aware of the October Minister's Directive, the budget dynamic, the contract review, and the negotiations undertaken by Mr. Prasad. At various times, Board members had expressed concerns about these issues. I noted on January 24, 2024, feedback from one Board member who, after reviewing analysis of CSF proposals for Red Deer and Lethbridge, recommended a "regulated rate of return." Per my notes, this member further commented, "I don't mind them making money, some return, but this is red flags everywhere." Board members had expressed concerns about potential conflicts of interest and in February 2024 had requested that AHS complete a conflict-of-interest review. At a Board meeting on March 28, 2024, I noted a comment from a Board member that anesthesiologists are "taking us to the cleaners," and so are "orthos." When advised of the direction to extend the ASG contract, members of the AHS Board requested an "off-ramp" be included; they also suggested a month-to-month arrangement rather than an extended term – this was discussed at the October 28, 2024, Board meeting. They put forward these recommendations to account for potential outcomes of the contract review. AH did not agree to such provisions being included in an AHS contract by the AHS Board. On October 28th, I made note of the Board's concerns about conflict of interest, and one Board member's comment that the situation was "extremely volatile." Another Board member commented that they were not sure if the Minister knew there was an investigation ongoing, to which Board Chair Angela Fong replied, "the Minister, Nicole and Andre all know."

39. Again, there were concurrent issues. The October Minister's Directive was received in the same timeframe as a first draft of the ASG contract review. This work was contracted by AHS to Borden Ladner Gervais ("**BLG**") as investigators (as described below, they were retained and resources added when the investigation later expanded). The first draft of the report did not address conflict of interest evidence that had been provided by AHS employees to the investigators, and those employees told me they were concerned about gaps in the draft report. One employee wrote that he was "troubled" by it and that there was a perception both within and outside AHS procurement that as long as you "followed process" you could cross any moral or ethical or conflict-of-interest line. AHS employees said they had been considering a formal Whistleblower complaint but hoped that the draft

report could be re-visited. They sent me the same information about linkages between Mr. Prasad, Mr. Iskiw, and ASG that had been provided to the investigators. While there seemed to be little use in continuing to analyze rates, given the Minister's Directive, I agreed that the investigators should be asked to revisit their report and review conflict of interest. A briefing note prepared on October 25, 2024, about the contract extension for ASG noted that PSOS led the negotiations, that the extension would create a $5.75 million budget shortfall, and that Alberta Health, not AHS, provided direction on term, pricing and volumes.

40. On October 29, 2024, I texted Mr. Hedley to express concern about Mr. Prasad's behaviour in CSF negotiations. I did not dispute Mr. Prasad's authority per Minister's Directives; however, I explained that my team had told me Mr. Prasad had set up meetings with the central and south proponents and was putting a lot of pressure on AHS to expedite those contracts. I wrote in a text that "that remains odd because we normally don't sign contracts until the facilities have been built and accredited. [Mr. Prasad] has told them that the rates in the directive are the rates for all – including Enoch. Which is also odd because the rates in the directive are higher than what we have now with Enoch. And [Mr. Prasad] is pushing my team saying that we have a letter of commitment that we must follow through on. But as mentioned we do not have full disclosure of ownership, additionally the letter of commitment is not binding. [Mr. Prasad] has repeatedly used language saying we have negotiated the rates in south and central – also incorrect because we withdrew our last offer and paused the negotiations. And because he directed the last offer, not us." Mr. Hedley had told me several times through the late spring, summer and early fall, 2024, that he was aware of concerning behaviour on the part of Mr. Prasad and that Alberta Health was developing a plan to remove him as Managing Director of PSOS but could not do so while Mr. Smith remained in the Premier's Office. In September, Mr. Hedley told me that Mr. Smith was planning to retire and they would be removing Mr. Prasad thereafter. Mr. Prasad was seconded to AH from AHS, where he had been a temporary employee. Per my written records, I met with Connie Webster, an HR leader at AHS, on September 20, 2024, to ask her to be ready to give Mr. Prasad notice as soon as AH had done so. I discussed this further with Mr. Hedley when we had dinner together on September 25, 2024.

41. On October 30, 2024, I learned of a concerning incident when a draft reply was prepared to a media inquiry about the purchase of children's analgesics by MHCare. The reply was

misleading, and it was reasonable to conclude that its authors were attempting to obfuscate material issues related to procurement. In consultation with my colleagues, we placed an AHS employee on administrative leave and launched an investigation and forensic audit covering procurement where certain individuals were involved. This investigation work was contracted to BLG, who in turn contracted PricewaterhouseCooper ("**PwC**") for the forensic audit. Alberta Health was advised of all these issues and decisions. At first, they texted that they wanted to "quietly get it set up to put [Mr. Prasad] on leave and shut down his access." I was then advised by text that they were "Confirming with [Ms. Williams] as she is trying to connect with Rob [Anderson ("**Mr. Anderson**"), in the office of Premier Danielle Smith]." By the evening of October 30th, Alberta Health concluded they would put Mr. Prasad on administrative leave, which they confirmed the next morning. I made notes from a call with Mr. Hedley on November 1, 2024, when he told me that "there's now been concerns raised in P.O. [Premier's Office] that the public service is trying to embarrass government," and that Ray Gilmour ("**Mr. Gilmour**," then-Deputy Minister of Executive Council) said there's "been only one instance" of potential wrongdoing. On November 1st I made notes that the investigators suggested I write to AH to request records be preserved for the investigation, and I subsequently sent that request. And on November 7/8, I made notes about a call I received from Mr. Hedley where he told me Mr. Anderson considered this issue as "just trying embarrass the P.O.," and that Mr. Hedley had given "a big file to Ray and the Minister" and described the tie to MHCare, and that "Rob was talking to JP." AH was subsequently instructed to reverse their decision on administrative leave, and they did so.

42. That the internal investigation was not an effort to embarrass the Premier's Office – or anyone – is evident from the conscious decision we took to mark many of the investigation documents "privileged and confidential." This was a discretionary decision I made to try to shield the materials from any unauthorized persons or release until the investigation was complete. We added the word privileged knowing that people tend to respect that word and that it can be used to help delay or even prevent disclosure under FOIP. The word privileged helped us to ensure the integrity of the process and prevent any inappropriate sharing of information, but it did not signify solicitor-client privilege. The investigative process did not involve much by way of actual legal advice and there was little legal opinion generated in the context of the investigation – I recall only two legal opinions; one

about the July 2023 supply agreement with MHCare, and one about the impact on my financial authorities from a set of Minister's Directives issued in November 2024.

43. Keeping our work among the investigating group and me was important, because we wanted to ensure that no innocent people were harmed by incorrect negative information, and because I was aware of the government's often swift and retaliatory approach to critics. I knew that if we were seen as "critics", we also might be retaliated against.

44. For example, I had been asked by Mr. Tremblay and Ms. Williams via text messages on April 22 and 23, 2024, to terminate three to four named AHS employees. Mr. Tremblay texted me a photo of a post-it note that had three names hand-written under the word "No's" and one name under the word "iffy" – this was after I had shared (at AH's request) lists of employees connected to the AHS Strategic Clinical Networks that we were rationalizing as part of Core Review. We planned to retain the employees who were identified by Mr. Tremblay and when I asked Ms. Williams why they were to be terminated, she sent me screen shot posts from X.com. In one case, an AHS employee had "liked" an April 2023 post by "Charlie Golf" that was critical of a new arena in Calgary and in another an employee appeared to have commented on an April 2023 post by "Kim Siever" about a ruling by the Alberta ethics commissioner. Neither of the posts were about AHS or healthcare. I did not terminate these individuals. I retained these text messages.

45. I was also asked repeatedly to terminate the AHS Chief Information Officer ("**CIO**"), which I did not do. Mr. Tremblay first raised this with me around February 12, 2024, when I noted he told me the CIO had "talked to someone who was close to the Premier," and I subsequently heard the CIO was perceived as a critic of government. However, that was inconsistent with my own experience. I was not given a reason to terminate the CIO, except that Associate Deputy Minister of Health LeAnn Wagner told me that "Andre wants it." On December 19, 2024, I told the AHS Board that AH wanted the CIO terminated and I felt I could no longer resist their direction. The Board instructed me not to proceed with the termination.

46. In a similar vein, Mr. Smith told me in the summer of 2024 that there was legal action coming against Nate Pike, a paramedic who was perceived as a critic. He said Mr. Pike had upset "powerful people," and that he believed Mr. Pike had been tweeting while at work and that a complaint would be put into his professional college. Mr. Smith did not directly tell me to terminate Mr. Pike. He told me that when the complaint got submitted

and the suit filed, it would reflect poorly on me. I said, “Marshall are you asking me to terminate this person, because I don’t think that’s a good idea.” To which Mr. Smith said, “I’m just saying you’re going to look very bad” and that there would be “consequences.” In July 2023 (when I worked at AHS for the then-Official Administrator) Mr. Smith sent me similar information, writing in a text message that he had a “bad ass Toronto law firm bearing down on [Mr. Pike].” I have retained that text exchange.

47. Mr. Smith also contacted me about the AHS Senior Program Officer of Community Engagement and Communications in July 2024. He said she had been seen “talking to Carrie Tait at a Stampede event.” Again, I was not sure what I was to do with that information, and I said, “Marshall, what are you asking me to do?” Mr. Smith said that the incident reflected poorly on me. I accepted his criticism and I discussed the issue with the Senior Program Officer to caution her.

48. My own experience since being improperly terminated by the Crown, by way of the Government’s breach of my contract with AHS, has been very consistent with these incidents. I have seen and been advised of efforts to damage my reputation based on scurrilous rumours, and Mr. Smith has told people he will ensure that I “never work again in Canada.”

49. I was not ever looking to put myself in harm’s way as a perceived critic, so I tried to protect documents being used in our investigation by labelling them privileged when they were not. I wished to avoid premature discovery of where our investigation was headed to avoid premature retaliation.

50. In terms of my own understanding of potentially inappropriate involvement of different individuals in procurement, this was an iterative process. Mr. Smith had shared information with me about his connections to some of the individuals later implicated in the investigation, as outlined in my Statement of Claim (and his own). I stand by the statements in my Statement of Claim, which are true and accurate. Ms. Williams shared information about some of these individuals – I noted a phone call with her on October 18, 2024, when she mentioned Sam Mraiche (“**Mr. Mraiche**”) (Ms. Williams told me Mr. Mraiche was on the Board of Directors of ASG-Edmonton, information I did not know and did not seek to verify), and I advised her of a former MHCare employee who was now employed in PSOS. Ms. Williams also told me later in 2024 that Minister LaGrange was meeting with Mr. Iskiw. My employees provided me with documents showing the linkages

between private sector firms and former and current employees of AHS and government, including political staff. They also shared information about ownership (and gaps in ownership) of the proposed CSFs in Red Deer and Lethbridge, which included the owners of ASG-Edmonton, a former AHS employee, and Mr. Mraiche. Based on this information, some Board members asked for analysis of whether performance issues in one area of procurement were grounds for disqualification in other areas of procurement. I retained many of these documents. The internal AHS investigation was not focused on elected officials or their staff, however, it was increasingly clear that if any malfeasance was found, there would be political implications.

51. I recognized these sensitivities throughout the entire investigative process. I asked to meet privately with Minister LaGrange and did so at Pacini's restaurant in Calgary on September 16, 2024. I told the Minister she had no doubt heard I had paused CSF negotiations (she had) and I told her it was because we were doing an investigation or review of the ASG Edmonton contract. I explained why, and I told her that I was becoming increasingly aware of linkages between different people involved in AHS procurement. I did not tell her what I had learned from Mr. Smith, but I did point out that some of these individuals had been in the news because of the "hockey ticket" story. At that meeting, Minister LaGrange was supportive of my efforts to ensure AHS procurement was sound and reflected thorough due diligence, and I was relieved. I also met with Mr. Gilmour on October 4, 2024, to share a similar message. I had no reporting obligations to either of these individuals; my communications with them were out of my obligation to the public interest generally of our work.

52. The independent investigation and forensic audit that was commenced in November 2024 was contracted to BLG and PwC. The terms of reference were developed by AHS to address purchasing and procurement involving particular individuals. Not all these individuals were implicated in every aspect of the investigation, but there was overlap. From my notes, the terms of reference included:

    (a) Analyzing the draft media response that had been prepared in response to questions about AHS procurement with MHCare and related companies, to assess its validity and understand if it was written to obfuscate facts;

    (b) Reviewing procurement with these companies;

    (c) Continuing to review the 2022 ASG-Edmonton contract;

(d) Reviewing procurement processes for the proposed CSFs in Red Deer and Lethbridge, and;

(e) Analyzing conflicts of interest among individuals and proponents involved in these activities and processes, to understand if there was personal gain.

53. At the end of November 2024, Ms. Fong asked me to brief Minister LaGrange on the investigation. I was apprehensive because the broader investigation had been underway for only a few weeks, but I also recalled the Minister had been supportive when I met with her in September. At the November briefing, I told the Minister I had seen documentation and evidence that was concerning, but that I did not want to prejudge the outcome of the work. Minister Lagrange said she wanted me to wind up the investigation. I did not do so.

54. I called Mr. Hedley after that November briefing because I was concerned by how angry Minister LaGrange had become during our meeting about the investigation. I said, "I think I'm going to get fired." Mr. Hedley was silent at first and then said, "the Minister is going to want to meet with you first." I made and kept notes about the November briefing with Minister LaGrange.

55. As Mr. Hedley predicted, I received a call on November 29, 2024, from Ms. Williams. I was returning from community and staff visits north of Edmonton, traveling in a vehicle with two AHS employees who had accompanied me on the trip. I asked Ms. Williams, "am I getting fired" and she said, "the Minister feels you haven't been on the same page lately and she wants to have a chat."

56. I met one-on-one with Minister LaGrange on December 2, 2024, at her office at the legislature. Early in the discussion she said she thought I was doing "phenomenal things." She said she was concerned because information about the healthcare refocusing was not getting to AHS frontline staff. Mr. Hedley had effectively warned me of the likelihood of my termination and had said that the "Minister[would] want to meet with me first," so I was very alert to clues about what the Minister might try to use as rationale for my termination. In that December 2nd briefing, I tried to deflect the Minister from blaming me for the refocusing, and I explained that I was not allowed to communicate with frontline staff about it except with materials produced by Alberta Health itself. I reminded her that everyone at AHS involved in the healthcare refocusing was required to sign NDAs, and said frontline staff had questions about how the changes would affect them and their jobs, but that nobody had answered those questions. Minister LaGrange admitted there had been a variety of impediments to government being transparent with AHS (like Cabinet

deliberations and labour negotiations), that there was still work to do to "lay the foundation," and that Minister of Seniors and Community and Social Services Jason Nixon had "jumped the gun" with some of his public comments on refocusing. She also accused some AHS employees of trying to hide resources from Alberta Health and suggested that someone in AHS had re-named a facility to prevent it from being transferred to Recovery Alberta. I had heard this rumour before and had determined it had no substance.

57. On December 2nd, I anticipated that Minister LaGrange would ask about the independent investigation at AHS, but she did not. The briefing ended when the bells rang and the Minister was called to vote. The Minister said, "we didn't even get to the good stuff" and when I asked her what she meant she said, "your investigation." I said I understood Ms. Fong would be setting up a dedicated briefing.

58. After the briefing, given Minister LaGrange's comments on refocusing and other issues, I further considered the possibility that government would try to fabricate a reason to terminate me for cause, as a way to conceal the independent investigation. After Mr. Hedley's effective warning about my imminent termination, I was very conscientious about ensuring thorough records of meetings or discussions about the investigation, including recording some key meetings and discussions. I reviewed my records from the December 2nd briefing several times and intentionally retained materials about the issues I discussed with Minister LaGrange. These included:

(a) Documents showing that Alberta Health was accountable for the healthcare refocusing, their focus on activities like branding, and their communications materials that stressed there would be "no change" from healthcare refocusing. This includes Minister's Directive D13-2024 on refocus, which states that "... AHS shall not, without the prior written consent of the Department, make any public announcement or communicate ... in respect to matters set out in this Directive.";

(b) Material documenting my efforts to bring process mapping, delegations of authority and budget considerations into the healthcare refocusing work;

(c) Records showing there was no budget for the healthcare refocusing;

(d) Documents showing government's intention to re-allocate budget from AHS to Alberta Health to create new jobs in the bureaucracy (which would have required the termination of more than 300 AHS employees at various levels of the organization);

(e) Documents about the AHS budget and financial pressures, and work on our Core Review to find administrative efficiencies and cut our run-rate, including a freeze on administrative jobs and discretionary spending. These documents also describe that hundreds of Core Review initiatives were subject to government approval;

(f) Documents showing extensive budget reporting from AHS to Alberta Health, including risks identified as part of the Budget 2024 budget;

(g) Documents showing there was no budget for the proposed cath-lab in Red Deer at the time I was directed to sign a related MOU, and;

(h) Documents about the AHS relationship with Covenant Health, the budget situation of Covenant, and the direction I received about providing significant additional funding to Covenant (which was counter to direction from the AHS Board).

59. We were initially scheduled to brief Minister LaGrange on the independent investigation on December 9, 2024, but the Minister was ill, and the meeting was cancelled. On the same day, I received a request for an update about the independent investigation from Mr. Tremblay's office for the first time (Mr. Tremblay, along with two other government deputy ministers, was a member of the AHS Board and therefore privy to updates there). I was reluctant to provide a written report, but after his office insisted, I wrote an email on December 9, 2024, that was at as high a level as possible. I suggested an in-person briefing as a follow-up and Mr. Tremblay agreed.

60. Mr. Tremblay, Mr. Hedley, Ms. Fong and I met on December 11, 2024. Ms. Fong and I went through the issues that had been identified to date by the investigators. Mr. Tremblay said that he and Mr. Hedley were under "a lot of pressure" to get the contracts completed for CSFs in Red Deer and Lethbridge and asked how quickly we could re-start negotiations. I told him we could do so immediately, based on advice from the investigators and questions they had prepared for disclosure by proponents of potential conflicts of interest. We also agreed to brief the Minister as soon as possible.

61. The questions we had for CSF proponents in Red Deer and Lethbridge were prepared by the independent investigators and reflected where they were at in their work. The investigators told us they had reached the point where the logical next step was to ask the CSF proponents themselves for disclosure as a basis for re-starting negotiations. The questions were meant to explore issues like:

(a) Whether specified businesses were legal entities;

(b) Who were the shareholders of various entities and numbered companies;

(c) Any changes to the RFP Interested Parties between September 7, 2022, and present, and;

(d) Anything of value provided to any Employee/Consultant by the RFP Interested Parties.

62. After the December 11th briefing with Mr. Tremblay and Mr. Hedley, Mr. Hedley called me (on December 12, 2024) to follow up. I was in Calgary on that day, to attend a meeting with representatives from the University of Calgary medical school and a member of the AHS Board. Mr. Hedley said that Mr. Tremblay had briefed Minister LaGrange and that she did not feel the issues being investigated were serious. Mr. Hedley told me that Minister LaGrange wanted the CSF contracts in Red Deer and Lethbridge "signed next week." I told Mr. Hedley that was impossible. Just like what I had told him previously by text message, I said AHS did not sign contracts until facilities were constructed and accredited. I said if government wanted the contracts signed next week, he could sign them himself, but I would not.

63. Mr. Hedley told me the CSF proponents were "calling every day," and that Minister LaGrange had met with Mr. Iskiw, who told her the average cost of surgeries was $9,000. Mr. Hedley told me that I would have to give the Minister a lot more information than what I had thus far provided him and Mr. Tremblay, if I wanted the meeting to be a success. I knew Mr. Hedley well and I trusted him, and on that basis, I had told him some of what I had learned from Mr. Smith. But I maintained that I would not share that with Minister LaGrange – I was not investigating Mr. Smith and I could not explain or prove some of the things he had told me.

64. Ms. Fong and I met with Minister LaGrange on December 13, 2024. Mr. Tremblay and Ms. Williams also attended. I had been cautioned not to share too much information given the independent investigation was not complete and because we needed to be cautious about how such information might subsequently be used, but I also felt pressure to help the Minister understand that the issues were serious. It was clear she did not accept what I presented to her about potential conflict of interest. On the one hand she said AHS was solely accountable if there had been problems with contracting and she seemed to want to blame a former AHS Vice President, and on the other hand she dismissed the concerns on the basis that people involved were no longer with AHS or government. Given the budget pressure facing AHS (and AH), it was odd that the Minister was seeking a rationale

to further increase rates – AHS did not receive sufficient funding to cover population growth and inflation in fiscal year 2024/25 but Minister LaGrange seemed to suggest that we should be adjusting existing CSF contracts upward. She did not acknowledge the role played by Alberta Health in AHS procurement (including the lab acquisition), or the impact of her own Directives. And she dismissed concerns about ownership of CSFs and movement of staff between AH, AHS and vendors. In fact, she dismissed essentially all the concerns, because the bottom line was that what she wanted was for AHS to sign new contracts for CSFs in Red Deer and Lethbridge.

65. One thing I regret about the December 13th meeting with Minister LaGrange was that I had not yet read the December 13, 2024, draft report from the investigators. I am not sure it would have changed the Minister's mind, because her mind was set on us signing contracts for CSFs and on us terminating the investigation, but I didn't know when I briefed her that the investigators had found evidence that Mr. Prasad held an email account with MHCare at the same time he was negotiating the purchase of "children's Tylenol," and that the evidence was discovered because Mr. Prasad had forwarded a resume from that MHCare account to AHS.

66. My sense was that Minister LaGrange either was not aware of or refused to acknowledge the considerable directive power of her own Alberta Health officials over AHS procurement. With that insight from the December 13th meeting, I decided it would be prudent to retain documents that protected me by permitting me to prove important aspects of the positive work that I, my team, and the AHS Board had done, for example:

(a) That there were government directives for the purchase of children's analgesics and surgical services;

(b) That there were government directives assigning considerable authority to Alberta Health for negotiations and procurement at AHS;

(c) That a November government directive undermined my own financial authority;

(d) That AHS had been directed to sign the ASG contract extension and that I had been directed to sign the Letter of Commitment for the CSF in Red Deer (and had done so), and to sign a letter of commitment for the Enoch CSF (which I had not done at the time of my termination);

(e) That government had a range of tools in place to control AHS procurement for several years, including through the Health Contracting Secretariat at AH and its

successor PSOS, where Mr. Prasad was appointed Managing Director effective December 4, 2023. This included full access by government to all AHS financial and budget systems.

67. The December 13th meeting left me with the sense that, if wrongdoing was identified through the independent investigation, government would blame AHS and possibly me personally. This had the potential to put AHS employees at risk for having brought forward whistleblowing concerns. I therefore retained documents and texts about the investigation that clearly showed:

(a) the efforts I made to keep Alberta Health apprised of the investigation and the reasons for it;

(b) key concerns that were identified (including for example the evidence of Mr. Prasad holding an MHCare email at the same time he was an employee);

(c) confirmation of when government stood up the PSOS at Alberta Health and appointed Mr. Prasad as Managing Director (December 4, 2023), as well as notes from a phone call with Mr. Smith on January 17, 2024, when he advised me he was moving "the whole [capital] planning process for health and [human resources] into executive council" and also discussed Mr. Prasad's role. It was at this time that Mr. Smith referred to Mr. Prasad as "his guy";

(d) efforts by government to further increase their authority (but not accountability) over AHS procurement through an "Agency Agreement" that I was told by AH was written by Mr. Prasad and was sent to me for signature in July 2024 (but which I did not sign);

(e) analysis of surgical costing including comparative analysis;

(f) potential conflicts of interest;

(g) timelines regarding the employment of different individuals at AHS, AH and in the private sector, including information about Mr. Prasad's consulting contract with AHS in 2022 and records about the ASG-Edmonton 2022 sole-source contract negotiations;

(h) timelines and decision-makers for RFPs for surgical services;

(i) ownership, and changes in ownership, of private surgical facilities and emails and records showing that AHS corporate search records did not match the corporate ownership disclosure provided by CSF proponents and left gaps;

(j) political interest and direction in CSFs, including an email in December 2024 from AH informing AHS of a commitment recently made by Premier Smith to build a new CSF near Calgary, and my notes from a briefing with Premier Smith in January 2024 when she said "surgeries could be a source of revenue";

(k) information about the procurement for children's analgesics and acetaminophen IV, including: a June 2023 briefing note written by Mr. Prasad recommending further and urgent purchasing from MHCare (after the first procurement of children's analgesic); a subsequent July 2023 supply agreement and evidence that it was written by Mr. Prasad alone, including an email from Mr. Prasad attaching the new July 2023 supply agreement that said, "Here is the contract – the actual committed value is $56M," and correspondence from AHS to Mr. Iskiw about a subsequent transfer of $28M to MHCare. Attached hereto as **Exhibits "5A" and "5B"** are copies of the email, with attachments, dated June 26, 2023, and the email, with attachments, dated July 14, 2023; and

(l) extensive information about how AHS was managing media inquiries about the purchase of "children's Tylenol," including a copy of the October 2024 draft media response prepared by Mr. Prasad, copies of spreadsheets detailing more than $600 million in purchasing with MHCare and related companies since 2020, related feedback from the Minister's Office, and information shared with AH about that overall procurement.

68. The December 13th meeting ended with my commitment that AHS could re-start negotiations and explaining that we had prepared a letter in that regard. I subsequently shared a copy of that letter (which is described above and was addressed to the proponents) with Alberta Health. Over the next several days, we received feedback from Alberta Health and made a series of edits as they recommended.

69. At the same time, we were finalizing another letter related to the investigation – addressed to MHCare and asking for reconciliation of the outstanding (pre-paid) balance of $49.2 million on the medication supply agreement. I must note that I received a recommendation from my employees to send a letter to MHCare in late October or early November 2024,

asking for return of the $49.2 million balance. My recollection is that I had asked whether we had any basis in the contract to demand re-payment, given there appeared to be non-performance. I recall receiving information that the July 2023 supply agreement between MHCare and AHS had virtually no provisions to protect AHS against non-performance and I recall receiving an email where a colleague said they had never seen a contract like it in all the time they had worked at AHS.

70. After December 13th, while we were waiting for Alberta Health to approve the letter to the CSF proponents, I instructed my colleagues not to share the (new) MHCare letter with AH. I was worried that AH was not going to approve the CSF disclosure letter and I didn't want to risk their disapproval of both.

71. At this time, I attended an AIMCO reception at their Edmonton offices. I was approached by Kate White, the Deputy Minister of Treasury Board and Finance. She asked me about my investigation into "kickbacks," and I was taken aback – I did not know how she could be aware of the independent investigation, and I had not used that word to describe what we were investigating. Ms. White suggested we "keep in touch" and I texted her on December 16 to make sure she had my number. I wrote: "Here I am ... Athana," and she wrote back, "It's Kate." Minister of Finance Nate Horner has since acknowledged that Ms. White asked me about the investigation. He said that "She reached out and asked if there were any improprieties that we should know about as the Treasury Board and Finance team. No information was shared." I did not think it was appropriate to discuss this investigation in a social setting, and I did not hear back from Ms. White after our text exchange on December 16th.

72. Alberta Health was still considering the CSF letter on December 19, 2024. On that day, I briefed the AHS Board on the internal investigation. By then I had the benefit of a December 13, 2024, draft report from our investigators. I had pressured BLG for the report given the pressure I was feeling from Alberta Health and from Minister LaGrange. Like everything up to that point, this was an iterative process. To quickly recap, BLG first reported on their review of the ASG-Edmonton contract in October with a draft that did not explore conflict of interest, and they were asked to specifically analyze conflict of interest. In the meantime, BLG was contracted to undertake a broader procurement investigation, including a forensic audit (for which PwC was contracted) and private investigative capacity. These contracts were undertaken for investigate work, and not for legal counsel. Although I had directed and was responsible for the independent investigation and met

with employees involved in the investigation as well as with BLG, I was not involved in that work on a daily basis and did not attend discussions about how the work was being organized. I understood the December 13th report was a penultimate draft on the ASG-Edmonton contract while the broader procurement investigation was still underway — i.e., that there were two, somewhat related, processes. Given the terms of reference for the latter, there was expected overlap in the work, hence information that was produced as part of the forensic audit was included in the December 13th report. I shared information from that report with the Board, who recommended that the procurement investigation be expanded further, and that information be shared with the RCMP. I told the Board that I felt we should allow the investigation to complete – the deadline was the end of January 2025 – and that they would have the opportunity to review the report and give me instructions at that time. I said I had two goals with the independent investigation: to ensure defensible contracts for CSFs, and to assess whether we had a basis to seek repayment of $49.2 million from MHCare. One Board member suggested we should be seeking repayment of the full $70 million that was pre-paid to MHCare.

73. After the Board meeting, I received further updates on the status of the draft letter to CSF proponents. I took screenshots of TEAMS messages between me and my colleagues on December 18 and 19, 2024, where we discussed the feedback we were getting from Alberta Health. On the 18th, we received edits to the disclosure letter from Minister LaGrange via Alberta Health. The letter was being watered down, but I said it was "still a pretty solid letter, I'm not going to complain." The same day, I was advised that the letter was "now with Darren [Hedley] and Andre [Tremblay] for final approval." I also discussed the MHCare letter with my colleagues, which we were holding until after we had approval for the CSF letter. One colleague said he might change the due date for reply for the MHCare letter, and that "After both are sent" he would "let Christine [Sewell ("**Ms. Sewell**"), Assistant Deputy Minister at AH] know about the Tylenol followup ..."

74. In the afternoon on December 18th, my colleagues shared an update they had received from Ms. Sewell at AH: "From Christine, it won't be today: *i nudged darren and he said it wouldn't be today. i was supposed to meet with ASG this afternoon and i cancelled. I really hope it will be tomorrow morning and i think the current version has done a really good job addressing all the feedback and concerns*."

75. Because AH wanted the CSF negotiations to proceed immediately, my colleagues and I were anxious to get approval for the disclosure letter from AH, given it provided the basis

to re-engage with proponents. On December 19th at 16:25 a colleague answered the question of whether there had been any updates from Alberta Health: "No, last I heard AH was meeting about the letter at 2:30, but I haven't received anything from Christine since then."

76. At around 18:14, my colleagues asked me to jump onto a meeting where they advised me that AH had given instructions that we were not allowed to send the letter.

77. At the same time, I learned coincidentally from a colleague in government that the "2:30 meeting" had been between Mr. Tremblay and staff from the Premier's Office. I had the following text exchange with Mr. Tremblay on December 19 and 20, 2024:

> ***Athana*** *(Dec. 19 at 19:10): Hi Andre – sorry to bother. I understand we are on hold with the letter re: ownership etc to the multi-modal proponents. I'm wondering if there is any context or insight you can share so that I have a sense of next steps?*
>
> ***Mr. Tremblay****: Hi Athana. Can we discuss tomorrow?*
>
> ***Athana****: Sure – is there a good time for me to call?*
>
> ***Mr. Tremblay****: Between 8 and 9 would work.*
>
> ***Athana****: Will do, thanks.*
>
> ***Mr. Tremblay*** *(Dec 20 at 07:39): Can we delay our chat this morning? I need to gather some additional information.*
>
> ***Athana****: Sure – let me know when is a good time to connect later today.*

78. I did not hear back from Mr. Tremblay about the CSF letter.

79. I retained various drafts of this letter, which was circulated between employees of AH and AHS and whose various iterations and changes did not engage legal advice. Attached as **Exhibit "6"** is a copy of one draft of the letter, which I retained in hard copy.

80. I met with my team to discuss next steps. On the one hand, the AHS Board supported and had recommended expanding the investigation, and the disclosure letter was fundamental to advancing that work. On the other hand, the decision by AH that we not send the disclosure letter presented a significant challenge both to the investigation and for us to re-start negotiations with confidence in a robust procurement process. I discussed this with my team to try to determine an appropriate path forward that would both respect the direction from Minister LaGrange and Government and meet the expectations of the AHS

Board. The conclusions from that discussion, which I understand were subsequently conveyed to BLG, included:

(a) That we not pursue any further investigatory work specifically on the ASG-Edmonton contract because while significant questions remained, there was no "proof" of wrongdoing;

(b) That we not proceed with interviews regarding the central and south CSF procurements because I did not think government would support such work, given they had not approved the disclosure letter – but that the final investigation report should be clear about any impediments that were encountered in the investigation, and;

(c) That we continue the investigation into the "children's Tylenol" procurement, including interviews and other actions.

81. On December 20th I gave final approval for the letter to MHCare and we discussed who should sign it. I thought I should, but Mr. Lam said it was more appropriate for him to do so, and he sent the letter with response due by January 8, 2025. I retained a copy of this letter. Attached as **Exhibit "7"** is a copy of the letter, which in summary states:

(a) Said it was unclear whether MHCare had met its obligations under the supply agreement, and requested a "detailed status update on MHCare's outstanding commitments" under the supply agreement as well as a "full accounting and reconciliation of the prepayments AHS made to MHCare" in connection with the purchase order for the children's acetaminophen, and;

(b) Requested details of the affiliation between one or more former AHS employees and MHCare in and around November 2022 when the terms of the $70 million purchase order were being negotiated with AHS. This request was made after AHS had discovered that Mr. Prasad appeared to have an MHCare email address in November 2022.

82. On December 23, 2024, I received an email and letter from Alberta Health Assistant Deputy Minister Chris Nickerson ("**Mr. Nickerson**") advising me to wind up the AHS independent investigation and transfer all documents to Alberta Health. Ms. Sewell was cc'd on the email, and I corresponded with Mr. Nickerson and Ms. Sewell about the timeframe for transferring documents. Ms. Sewell said that a "first batch" should be

delivered by January 6, 2025. Attached as **Exhibit "8"** is the December 23, 2024, letter from Mr. Nickerson.

83. I shared the letter with my colleagues who were working on the investigation, and I think I sent them the subsequent emails with Mr. Nickerson and Ms. Sewell so they could see the timeline for transferring documents.

84. I believe I shared this letter with the Board Chair but I did not share it with other Board members at that time. I reasoned they would likely be upset or even angry, and given it was so close to Christmas I thought it was better to send it after the holidays. Mr. Nickerson's letter was ambiguous about the investigation into the MHCare contract for pain medication. I told my colleagues we would figure that out in the new year.

85. On January 2, 2025, I received a text from Mental Health and Addictions Deputy Minister Evan Romanow ("**Mr. Romanow**"). Mr. Romanow was also a member of the AHS Board. He asked if I had a few minutes to "chat about the investigation we discussed at the last board meeting." I told him I was free that evening or the next afternoon. He called me at about 7 p.m. on January 2nd. Because Mr. Romanow was clear about wanting to discuss the investigation, and given I had at that time been ordered to wind up that work, out of an abundance of caution I chose to record the conversation. Excerpts from a transcript of that telephone conversation are set out below:

"…

***Mr. Romanow**: Well, thanks for taking a call quickly. Wanted to follow up and for context and disclosure. It was coming from Minister Williams, who was hearing it, but I understand through him, potentially, although, please I share context, but please don't let me get back there, that there may be some other direction coming from Health about the investigation with our good friend, JP, is there some silliness going around? He's hearing a bunch like in community on this side, and they've got big questions about even the recovery communities, are they connected to this Sam and EC care and stuff? So he he's freaked out about any potential connectivity or any exposure that there may be directly or indirectly to government through through AHS, but did is health, is Andre? Are they saying to back off and tamp stuff down on that front?*

***Athana**: they have, yeah, I received a letter on December 23 telling me that my investigation is over and I can transfer ... uh ... I'm just pulling it up. It was. It's kind of strange, because the subject of the letter is central and south CSF, which is not the like, that's not the focus of the investigation. But basically, I got a letter from Chris Nickerson.*

…

***Athana**: And, I and I was glad that I in a way, I was glad I got the letter on December 23 because there was no way really to react. I mean, I circulated, I haven't shared it with the board, but I circulated it to my, we have a very, very tight circle on this, so if it's coming out, it's not coming from AHS, I will tell you that, certainly not from my executive because*

***Mr. Romanow**: No, I think it came from from Health or Nicole, so don't worry on that side.*

***Athana**: Oh, yeah. So it's Mike Lam and Andrea that I have worked with on this, and so I shared it with them. They were, I think, equally surprised but yeah, so that's where it's at. I, I, I don't know. I mean, Evan, if I'm being honest with you, I've been waiting to get fired for I think, almost two months because of this, and I've been told I'm going to be fired, so.*

***Mr. Romanow**: Because of this?*

***Athana**: yes*

***Mr. Romanow**: Oh, give me a break.*

***Athana**: Yeah. Well, I mean, they might dress it up as something else, but this is what it'll be.*

***Mr. Romanow:** Oh, for God's sakes. So this is coming, like, from the Premier's office, then,*

***Athana**: no from, from health,*

***Mr. Romanow:** what? Well, I mean, honest to like, and you heard the discussion at the board meeting, Cynthia jumped in because she and I were texting like, this is really concerning and troubling. And the fact that health would take extra steps to try to cover stuff up. That's crazy.*

***Athana**: Well, there's been a lot of weird stuff, right? So in the summer, for example, I received a document from my own legal people who had received it from AH legal, it had been prepared by JP, and I was asked to sign it, and it basically gave him agency for all of the procurement and all engagement with suppliers. And I said,*

***Mr. Romanow:** Wow,*

…

***Athana:** Then, of course, during the summer, I started to see some funky stuff with the Edmonton CSF,*

***Mr. Romanow:** yeah,*

***Athana:** I and then, I mean, and then the really, really crazy stuff happened, which was when JP provided a media response to the media that effectively lied about $600 million in purchasing from Sam Mraiche and MH Care. And that's like, that's material, and if they sign these contracts in Central and South there's at least -- those contracts go, excuse me, combined are worth $400 million and*

based on our own pricing, because we know what we're doing, at least half -- so there's 200 million dollars in profit in those two contracts.

Mr. Romanow: *What?*

…

Athana: *Well, I mean, Evan, I am. I've never seen. It's taken me a long time to accept this, because I've never seen anything on this scale. If these contracts are signed, that constitutes almost a billion dollars of purchasing that we've done with Sam Mraiche and MH Care and some and in some cases, his partners, and 600 million of it was done without any competitive process. The other 400 million was done with a very flawed competitive process where there's very strong suggestion that there's been preferential treatment of proponents and inappropriate sharing of information.*

Mr. Romanow: *Wow, Holy Jesus.*

…

Athana: *but I don't, and I don't know if you, I think you did hear, because if you were texting with Cynthia, then it was probably the thing I think it was that really, really set you guys off. And that is our discovery that JP had an MH Care email account at the same time,*

Mr. Romanow: *yeah*

Athana: *and as a consequence of that, and we're trying to figure out how it happened, but one of Sam Mraiche's relatives works in procurement at AHS*

Mr. Romanow: *oh my god*

Athana: yeah. Well, that's how we found out about the email account, because JP received a resume on his MH Care account from a nephew or something of Sam Mraiche, he forwarded it to his Gmail account. From there, he forwarded it to his AHS account, and then he sent it to Kathy Sokol, who's an employee of AHS, but who's on administrative leave because of all of this stuff now. After Kathy Sokol got it at some point after that, within about eight weeks, this fellow had a job at AHS, so

Mr. Romanow: *holy crow.*

Athana: *Yeah, it's I've never so like I say, it's taken me months just to accept the scale of what I'm potentially looking at, while I also try not to pre-judge the review and the forensic audit, but,*

Mr. Romanow: *holy*

Athana: *JP wrote the contract for the kids Tylenol himself. He wrote it. He never reviewed it with contract law, there is absolutely no provision to protect AHS in that contract. And Sam Mraiche has $50 million that he's continued to sit on. I've been asking about what we're doing to get full value from that money. I started asking in the spring every question ever about MH Care and Tylenol always went to JP, he was like the expert, from what we can tell, because now we have done,*

we've got all of his emails because we retrieved all of his records and everything, everything, it appears as though everything he told me was a lie.

Mr. Romanow: *Holy Jesus and I. So this is the thing that freaks me out. I definitely know Marshall was involved on that side, which you know, then makes me wonder about his integrity, or standing on anything else. If, if I know he, he thought that was, it was almost his idea. Oh, my God. So it potentially does point over.*

Athana: *I'm, when I first started this investigation, I got a call from from Marshall, and he said, Why are you? Why are you? Why aren't these contracts for these charter surgical facilities moving. Why are you sitting on them?*

Mr. Romanow: *wow*

Athana: *And I said, I said, Marshall, I'm doing a review. There's some very concerning things, and I'm not going to get into the details, it wouldn't be appropriate. And he said, I don't think you know who you're dealing with. These are serious people. And I said, like, I'm a serious person too, Marshall and he said, Well, they need to get their financing in order. And I said, Marshall, these people have told our negotiators that they don't need financing. They've bragged about it. And Marshall laughed at me, and he said, Well, he said, not traditional financing.*

Mr. Romanow: *Wow. Yeah,*

Athana: so I mean, I I've,

Mr. Romanow: *holy jesus*

Athana: *there's things that I know for sure, and there's things that I have not, that I believe but I don't, I cannot validate, and I'm only, what I'm telling you is the tip of the iceberg.*

Mr. Romanow: *Oh, my God. Well, I didn't expect any of this. I at least hope not to know that there is as much known on the back end.*

Athana*: I don't know what's going to happen. I don't know how much I'm very, very, very concerned that your minister has been told about this. It's somewhat relieving to hear that it's been Nicole, but Minister Lagrange has been quite unhappy with all of this. At one point she told me, shut it down,*

Mr. Romanow: *wow*

Athana*: and I said, and I said, Minister, I can't do that.*

…

Athana: *Well, I'm not. I don't, I don't think I'm being so first of all, I think I've, I think I've handled the reality of my potential firing pretty well, like I've stayed focused on my job. I've stayed focused on everything, but I know that it's very, very possible. The other thing I'd say is that I don't know what my next steps are. I still have to manage this Tylenol contract and it in and of itself, it's a complete disaster in terms of the, everything else, like the CSFs and whatnot. You know, I got the letter, and they can do that. I've had time to reflect on it, and I accept it.*

You're right, in a way it's top cover it. It bothers me, because if they are going to pursue these contracts, we're paying at least twice what we should. But that's that's not my decision. So and I have to accept, you know, my what my lane is. So in terms of next steps, I have to advise the board somehow, Angela knows about the letter, but obviously haven't shared it with the rest of the board. I will have to do that, because, as you know, the board is quite interested in this, and I have to meet with Mike and Andrea early next week to figure out how we manage the Tylenol contract part of it. So those are kind of the next steps, very high level, but more,

Mr. Romanow: *Well, I mean, I don't see Sandy sticking around after this then. He already is furious with Andre and Health, and he was pissed off about the foundations, nevermind this, and he was pretty adamant that there be more exploration about anything JP's touched. So I mean, it actually might start to blow up on them, with people walking. I also can't imagine why Angela would want to stick around any longer.*

Athana: *Well, in a way she feels, and I can't argue with her that maybe this is kind of good news, if it takes it right out of our hands.*

Mr. Romanow: *yeah, yup*

…"

86. Despite Mr. Romanow's apparent support for me, speaking with him reinforced my sense that I would likely be terminated, given what was clearly growing political awareness and anxiety about the potential findings of the independent investigation.

87. On January 6, 2025, I wrote to Mr. Nickerson with a first batch of records from the internal investigation. At that point I was not sure what method my colleagues had determined for the transfer of 200,000 pages/documents that had been provided to PwC for the forensic audit. I advised Mr. Nickerson that I was meeting with the Auditor General on January 10, 2025 (the Auditor General had expressed an interest in this investigation since his office was first briefed, as part of a meeting with the AHS Board Finance Committee, in the Fall), and I reminded Mr. Nickerson why we had undertaken the independent investigation and stressed the importance of the work. Attached as **Exhibit "9"** is a copy of the letter dated January 6, 2025, which said that:

(a) The volume of materials and the complexity of the investigation had not allowed AHS to draw specific conclusions prior to the investigation and audit being shut down, but that we had identified a "range of necessary information" that was still required from the CSFs as part of the independent investigation in order to ensure a "robust procurement process";

(b) AHS did not yet have Services Agreements for the CSFs in Central Zone and South Zone, and that a commitment to enter into a contract was still "conditional on a variety of actions being met to AHS's satisfaction," and;

(c) We at AHS took the position that the selected Central Zone CSF contractor still had not fulfilled the conditions of the Letter of Commitment.

88. What followed then are the series of events that led to my improper termination without cause. To summarize the immediately preceding events: I briefed the Board on the investigation at their meeting on December 19, 2024, when they recommended the investigation be expanded and information shared with the RCMP. The next day, December 20, 2024, Mr. Lam wrote to MHCare as part of that investigation. The next business day, December 23, 2024, I received a letter from Mr. Nickerson ordering the investigation to be wound up. On January 6, 2025, I wrote to Mr. Nickerson about the investigation and advised him of my upcoming meeting (on January 10, 2025) with the Auditor General. Later the same day, I was advised that Minister LaGrange was seeking a meeting with the AHS Board members. That meeting occurred on January 7, 2025. On January 8, 2025, I wrote to the Auditor General's Office in preparation for the January 10, 2025, meeting (which I understand was later cancelled by Mr. Tremblay). Thereafter, I dialed into the scheduled meeting with Ms. Fong where instead I was surprised by Mr. Tremblay who then improperly terminated my employment without authority and without cause. Attached as **Exhibit "10"** is a copy of my January 8, 2025, email to the Auditor General's Office.

89. Above, I set out the statement of Mr. Tremblay to me on January 8. Because of my suspicion that I would be terminated at that January 8 meeting, I planned to and then did record it. Below are excerpts of the conversation with the AHS HR representative, Connie Webster, that occurred after Mr. Tremblay delivered the news of my termination and then said he was leaving the meeting:

"…

***Athana**: Why is, why didn't the board chair send this letter? That seems odd.*

***Ms. Webster**: I am not privy to that information. I was I was advised, Athana, that Andre would be signing the letter, and so I am not privy to why Angela didn't sign.*

***Athana**: Okay, thanks.*

***Ms. Webster**: I really had the same question.*

...

***Athana**: How is this going to be communicated?*

***Ms. Webster**: I have not seen the communication of that.*

***Athana**: Can I get a copy of it? Because I presume that my email is going to be cut off, and I think that I do have a legal right to see any documentation that is written or circulated about me.*

...

***Athana**: That's what I was about to ask for. I need some assurance that I'm going to see that that has very significant potential repercussions on my reputation, especially considering the circumstances of my recruitment to this job, and I actually think I have a right to see the draft, but I don't know if you're able to convey that to anybody, because it's not really clear to me who's making the decisions, but*

***Ms. Webster**: I will relay to Andre your request and and see what I can do to get you a draft in advance of the communication going out.*

***Athana**: And how much time. Because I, I mean, there's an issue here with the fact that the the underlying issue that I believe is very live to the conversation we're having right now has been my refusal to participate in processes that are inconsistent with policy and perhaps even fraudulent. So that's I mean, that has that's the main area where I need to seek legal advice. How long do I have in terms of responding here?*

...

***Athana**: And I mean this investigation that we've been undertaking has required me to get advice about my personal security. That's part of the reason why I am concerned about how this is communicated. The board itself had given me advice that I needed to be very careful about my personal security given the individuals that were central to the work we were doing, the the the security assessment essentially indicated that it was unlikely that my personal safety would be compromised. It was more likely that these individuals would apply political pressure to have me terminated. And here we are. But if there's an indication that my personal security is at all being compromised as a consequence, either of the work I was doing or what's happening right now, what recourse do I have for any protection?*

***Ms. Webster**: I think that's a question I need to ask Andrea, because I don't, I don't think I know that answer, Athana, and I actually wasn't aware that that had been, that the those pieces had actually occurred related to the assessment and the board advice.*

...

***Athana**: And and so I do think that that requires, and it may mean that I need to, you need to be back in touch with me in terms of any precautions that I should be taking, or any precautions that AHS is taking, because if something does occur as a consequence of this that in any way impacts my personal security, and I'm*

using the word personal security now, as opposed to safety, because I think this goes quite a bit beyond my physical safety. That's, that's, that's a cause for concern.

***Ms. Webster**: I I hear and understand you, I'm um ...*

***Athana**: I'm not going to say that I feel vulnerable at this moment, but I have felt vulnerable since August. I have been provided with information around doing things like having a safe word and we have consulted Jerry a couple of times, and as I say, his his general feedback has been that the what's likely to happen is that there will be political pressure to have me terminated. So I, you know, is that what's happening today? I would say yes, but I'm sure there would be people who wouldn't agree. But that is undermining my economic security, obviously*

***Ms. Webster**: for sure.*

***Athana**: And the fact that I, you know, I'm told, doing this will probably result in your termination, and now I'm being terminated. I think I have to be part. I have to pay a lot of attention to other things that were flagged in terms of concerns, because what people said would happen is happening.*

***Ms. Webster**: Yup, yup. And so Athana, I don't want to cut us short at all, but I would like to try and get a copy of the draft announcement.*

***Athana**: Yeah*

***Ms. Webster**: That's going out. Um, I'd like to be able I'd like to try to get that and see if Andre is agreeable to sharing that with you in advance of the announcement, so that you can have a look at it and let me know if you have any concerns.*

...

***Ms. Webster**: Yeah. And so I just want to make sure that I can, I can get Andre and try to get something to you before any of the planned announcements actually are sent. That's my goal…"*

90. Ms. Webster subsequently shared a draft version of the Government's news release, which was changed to reflect my input. I appreciated that. I have the original and the final versions of that news release. I did not receive an answer to my question about access to records in the event of an RCMP investigation. My email was shut down shortly after I was terminated. However, I was not specifically asked to return any records, and was only asked to return my computer, iPad and office fob. My work cell number (on an iPhone which I owned) remained active for several days.

91. I received text messages on that number until February 15th, including this message from Alberta government Minister Nathan Neudorf on January 27, 2025:

"I just learned that you are no longer in your role, I was VERY sorry to hear that. Thank you for carrying such a heavy load for the time you were there, you are an

incredible individual serving Albertans in so many ways, mostly unseen and with likely little gratitude or praise.

If you are ever wanting to "unload" some of that burden, I would love to hear your heart and experience. Thank you again, may the next chapter of your life be the best on [sic] yet."

92. On or about January 31, 2025, Minister LaGrange terminated the members of the AHS Board. Until then, they remained in control of and managed the affairs of AHS.

93. I make this Affidavit in support of an Application for partial summary judgment against the Crown and for no improper purpose.

SWORN VIA VIDEO CONFERENCE with the Affiant in Vancouver, British Columbia, and the commissioner in Calgary, Alberta, this 6th day of June 2025.

W. E. Brett Code, K.C.
Barrister and Solicitor

Athana Mentzelopoulos

This is Exhibit “1” to the Affidavit of Athana Mentzelopoulos, sworn before me this 6th day of June 2025.



W. E. Brett Code, K.C.
Barrister & Solicitor
Notary Public
in and for the Province of Alberta

This Employment Agreement ("Agreement") is made effective as of the date agreed to between AHS and the Executive pursuant to section 1.1

Between:

ALBERTA HEALTH SERVICES

(hereinafter called "AHS")

- and -

Athana Mentzelopoulos (hereinafter called the "Executive")

EMPLOYMENT AGREEMENT

WHEREAS AHS is established pursuant to the Regional Health Authorities Act of Alberta and is responsible for the provision of health services throughout Alberta;

AND WHEREAS AHS wishes to employ the Executive and the Executive and AHS desire to formalize the terms and conditions of their employment relationship;

NOW THEREFORE, in consideration of the material advantages accruing to both AHS and the Executive, the parties agree as follows:

1. Term

1.1 The term of this Agreement shall be for a period of four (4) years commencing on a date to be confirmed in writing between AHS and the Executive (the "Effective Date Agreement") and expiring four years after such date (the "Term"), unless otherwise terminated or extended pursuant to this Agreement. When executed by both AHS and the Executive, the Effective Date Agreement is incorporated by reference into this Agreement and is deemed to be a part of this Agreement.

1.2 The Term may be extended by mutual agreement made in writing and signed by both parties at any time.

2. Employment and Job Title

2.1 The Executive will be employed as President and Chief Executive Officer of AHS. In that role, the Executive will perform such duties, and will have such responsibilities, as the AHS Board or the Executive Chair of the AHS Board, as applicable, may assign from time to time, in their sole discretion (the "Duties"). The AHS Board or the Executive Chair of the AHS Board, as applicable, may add to or remove from the Duties, in their sole discretion. Duties are understood to be those in the provision of health services throughout Alberta, including implementing the AHS Board's or the Executive Chair of the AHS Board's directions and overseeing the operations of AHS.

2.2 The Executive represents and warrants that the Executive has the requisite skills and experience to perform the Duties, in accordance with the terms and conditions of this Agreement.

2.3 During this Agreement, the Executive will:

(a) Serve AHS, the AHS Board and the Executive Chair of the AHS Board loyally and faithfully and to the best of the Executive's ability;

(b) Perform the Duties honestly and always with a view to the best interests of AHS, and in an efficient, prompt, professional, skillful and careful manner in accordance with good management and modern methods, standards and practices;

(c) observe and obey all applicable laws, regulations, rules and standards and all policies, rules, systems, codes of conduct, and procedures that AHS and the AHS Board may establish from time to time, including any and all amendments that may occur from time to time;

(d) devote the Executive's full time, energy and ability, as required by the AHS Board or the Executive Chair of the AHS Board, as applicable, to the furtherance of the business and operational success of AHS, and shall not, without the prior written consent of the AHS Board, or the Executive Chair of the AHS Board, as applicable, undertake during the course of the Executive's employment any other business or occupation or become a director, officer, executive, consultant or agent of another company, firm, proprietorship, society or not for profit or charitable organization;

(e) avoid any external commitments that interfere with the Executive's obligations to AHS or that constitute a potential, perceived or real conflict of interest; and

(f) refrain from publicly taking positions in conflict or opposition with those of AHS and/or the AHS Board.

2.4 The Executive's hours of work shall be generally those of other senior management employees of AHS, subject to additional working hours as reasonably necessary to fulfill the Duties.

3. Reporting Relationship

3.1 The Executive will report to the AHS Board, or such other governing body as may be established pursuant to the *Regional Health Authority Act*. Regular reporting outside of AHS Board meetings will be made by the Executive to the Executive Chair of the AHS Board or their designate as the Executive Chair of the AHS Board may assign from time to time. The AHS Board or the Executive Chair of the AHS Board, as applicable, have the full authority to supervise the Executive, including, without limitation, providing direction, approving vacation time and establishing duties and responsibilities.

4. Compensations, Benefits and Expense Reimbursement

4.1 The Executive will be paid an annual base salary of FIVE HUNDRED AND EIGHTY-THREE THOUSAND, FOUR HUNDRED AND FORTY-THREE DOLLARS ($583,443.00), less statutory deductions, which will be paid in accordance with the usual pay practices of AHS. The Executive

may be eligible for annual salary increments based on the annual assessments of the Executive's performance, and in accordance with AHS practices and policies.

4.2 The Executive will be enrolled in the AHS group benefits plan in effect for management staff, as provided by AHS from time to time, and will pay by way of payroll deduction the percentage of premiums for benefit coverage in effect at the relevant time. These insurance benefits will be provided in accordance with the formal plan documents or policies. Any issues with respect to entitlement or payment of benefits will be governed by the terms of such plan documents or policies, and will be the responsibility of the benefit provider. AHS may, in its sole discretion, change carriers, plans or policies or amend, terminate or discontinue any of its benefit plans, programs or coverage.

4.3 The Executive shall be entitled to participate in the pension plan or plans applicable to management and non-union staff. The Executive's participation in, and entitlement to benefits arising from, the pension plan or plans shall be in strict accordance with the applicable terms of the pension plan or plans.

4.4 The Executive is entitled to thirty (30) paid days of annual vacation per vacation year (April 1 to March 31). The Executive shall be credited with a pro-rated portion of the annual vacation entitlement upon the commencement of the Term. Scheduling of vacation time will be subject to the prior approval of the Executive Chair of the AHS Board, and will be based on operational needs.

4.5 AHS will reimburse the Executive for all reasonable business travel and other out-of-pocket business expenses actually and properly incurred by the Executive while on authorized AHS business, provided such claims are submitted in a timely fashion and comply with AHS policies, expense guidelines and budgetary limits. If this Agreement is terminated, the Executive will submit all expenses within ten (10) days of such termination.

4.6 The Executive's salary, this Agreement, benefits and expenses are subject to public disclosure and periodic compliance audits.

5. Termination of Employment

5.1 In this Article, these terms are defined as follows:

(a) "annual base salary" means the Executive's annual base salary on the date of termination;

(b) "date of termination" means the date specified as such in the notice delivered to the Executive by AHS or by the Executive to AHS, or as set by AHS under Article 5.2;

(c) "just cause" means:

(i) the Executive's failure to perform the Duties in a competent manner after AHS has provided reasonable written notice of such failure;

(ii) any material breach of this Agreement or AHS policies by the Executive;

(iii) any fraudulent or dishonest act committed by the Executive,

(iv) any conduct, behavior or public statements by the Executive that the AHS Board considers to be detrimental to AHS's best interests or reputation;

(v) the Executive being convicted of a criminal offence involving theft, fraud or dishonesty, or being found in a civil trial or other legal forum to have committed theft or fraud or been dishonest;

(vi) the Executive acting in the Executive's own interests in conflict with those of AHS; or

(vii) any other reason that would constitute just cause at common law.

5.2 This Agreement, and the Executive's employment, may be terminated by the Executive at any time by providing to the AHS Board a minimum of three (3) months prior written notice of resignation. The Executive shall perform all services as required during the notice period. The AHS Board may waive the notice of resignation in whole or in part, in its sole discretion, in which case the Executive's employment and entitlement to remuneration and benefits arising from employment shall cease on the date of termination set by the AHS Board. Should the AHS Board waive the notice of resignation in whole or in part, the Executive shall continue to be provided with the Executive's annual base salary and continuation of benefits up to and including the date of termination or up to and including the date that any notice period prescribed by employment standards legislation expires, whatever is greater, and any accrued and unused vacation pay, and reimbursable expenses owing up to and including the date of termination or up to and including the date that any notice period prescribed by employment standards legislation expires, whatever is greater.

5.3 The employment of the Executive and this Agreement shall terminate automatically at the end of the Term or any extension or renewal thereof in accordance with Article 1.2, unless terminated earlier as follows:

(a) without notice or pay in lieu of notice in the event of the dismissal of the Executive for just cause, in which case the Executive is entitled to only earned salary, any accrued and unused vacation pay, and reimbursable expenses to the date of termination;

(b) without notice or pay in lieu of notice in the event of the death of the Executive, in which case the Executive is entitled to only earned salary, any accrued and unused vacation pay, and reimbursable expenses to the date of termination;

(c) by the Executive in accordance with Article 5.2;

(d) without notice or pay in lieu of notice in the event of the Executive's permanent incapacity to perform the essential functions of the Executive's position as determined by the AHS Board and a duly qualified medical services provider agreed upon by the AHS Board and the Executive. The Executive will cooperate fully, including providing medical records or authorization to release medical records for review by the medical services provider and attending such examinations or assessments required by the medical services provider. AHS represents that its disability benefit plans will continue to apply to the Executive in

the event the Executive's employment is terminated under this section 5.3(d), subject to the terms and conditions of such plans. The Executive agrees that the Executive's eligibility and ongoing entitlement is the responsibility of the benefits provider and will be governed by the terms and conditions of such disability benefit plans;

(e) without just cause:

i. upon providing the Executive with the minimum amount of termination pay required by the Alberta *Employment Standards Code*, RSA 2000, c E-9, as amended from time to time;

and

ii. subject to section 5.3(e)(iii) below,

A. if the date of termination occurs during the first year of the Term, upon AHS providing the Executive notice of termination or severance pay equal to one (1) month annual base salary for each completed month of service, payable by way of monthly installments in arrears in accordance with section 5.3(e)(iii)(B), or,

B. after completion of one (1) year of service of the Term, twelve (12) months' annual base salary, payable by way of monthly installments in arrears in accordance with section 5.3(e)(iii)(B)

(the "Severance Payment").

C. The Severance Payment will be subject to statutory deductions.

iii. Receipt of the Severance Payment under section 5.3(e)(ii) is conditional upon the Executive:

A. having executed a Release in substantially the same form as Schedule "A" attached hereto, and

B. is subject to the Executive satisfying the legal duty to mitigate damages. At the end of each month, the Executive will provide AHS a statutory declaration confirming that the Executive has fulfilled the legal duty to mitigate by diligently seeking alternative employment, or advising that the Executive has secured alternative employment or engagement (including providing services as a consultant, contractor or physician) and specifying the employment, consulting or other earnings or fees received by the Executive that month. Monthly Severance Payments will be reduced by the amount of any employment income or consulting earnings or fees for service received during the month in question. The monthly installment of the Severance Payment will not be paid until AHS has received the statutory declaration for the month in question

and in compliance with this Article, to be determined by AHS in its sole discretion.

5.4 The Executive is not entitled to any compensation resulting from the termination of this Agreement, including payment in lieu of reasonable notice, termination pay, severance pay, damages, costs, benefits, loss of pension, or any other common law entitlements or compensation, except as is specifically provided for in this Agreement and as required by the *Employment Standards Code*, RSA 2000, c E-9.

6. No Prior Obligations

6.1 The Executive is not a party to any agreement or under any obligation to any other person or corporation respecting non-solicitation of employees or clients, non-competition, or confidential or proprietary information. The Executive will not disclose anyone else's confidential or proprietary information unless required to do so by law, or use such confidential information in the course of employment with AHS.

7. Confidential Information & Intellectual Property

7.1 The Executive recognizes and acknowledges that, during the course of employment with AHS, the Executive will have access to certain information not generally known to the public, relating to the business activities of AHS and the manner in which such activities are conducted which may include, without limitation, information related to the Intellectual Property of AHS, corporate opportunities, literature, data programs, contact lists, client lists, sources of supply or service providers, projections, business plans or any other proprietary or confidential matter (collectively, the "Confidential Information"). For the purposes of this Article 7 and Article 8, the term "Intellectual Property" means intangible property developed by AHS and its officers and employees including without limitation, ideas, concepts, outlines, synopses, treatments, inventions, discoveries, software, software code, know-how, designs, design drawings, techniques, documentation and other materials, regardless of form or media on which it is stored, patents, works protected by copyrights, moral rights and other intellectual property rights, trade secrets, trademarks, trade names, industrial designs, formulae, methods, processes, and any improvements to the foregoing;

7.2 The Executive recognizes and acknowledges that this Confidential Information constitutes a valuable, special and unique asset of AHS, access to and knowledge of which are essential to the performance of the Executive's duties. The Executive acknowledges and agrees that all such Confidential Information, including without limitation that which the Executive conceives or develops, either alone or with others, at any time during employment with AHS, is and shall remain the exclusive property of AHS. AHS further recognizes, acknowledges and agrees that, to enable AHS to conduct business activities with partners, joint venturers or others, such parties may furnish to the Executive confidential information concerning their property, methods of operation, potential development or exploration opportunities or other data, and that the goodwill and successful business relationships afforded to AHS depends on AHS executives preserving the confidentiality of such information, and that such information shall be treated as Confidential Information of AHS for all purposes under this Agreement.

7.3 The Executive further recognizes and acknowledges that the Intellectual Property of AHS, including, without limitation, that which the Executive conceives or develops, either alone or with others, at any time during employment with AHS, is and shall remain the exclusive property of AHS, and the Executive hereby assigns all rights in such Intellectual Property to AHS. The Executive further agrees that, upon request by AHS, the Executive shall, without further compensation, execute and deliver to AHS such additional documents, assignments or instruments as may be reasonably required in order to record the foregoing assignment.

7.4 The Executive agrees that, except as directed by AHS, the Executive will not at any time, whether during or after employment with AHS, use or disclose to any person for any purpose other than for the benefit of AHS, any Confidential Information, or permit any person to use, examine and/or make copies of any documents, files, data, or other information sources which contain or are derived from the Confidential Information whether prepared by the Executive or otherwise coming into AHS possession or control, without the prior written permission of AHS.

7.5 The Executive agrees that upon request by AHS and in any event upon termination of employment, the Executive shall turn over to AHS all Confidential Information in the Executive's possession or under the Executive's control which was created pursuant to, is connected with or derived from the Executive's services to AHS, or which is related in any manner to AHS business activities or research and development efforts, whether or not such materials are in the Executive's possession as of the date of this Agreement.

7.6 The Executive's obligation of confidentiality does not apply to:

(a) Information known to the Executive prior to the Executive's employment with AHS;

(b) Information which is within the public domain or which shall have come in the public domain in the future through no fault or breach of confidence by the Executive; or

(c) Information which has become known or available to the Executive from sources other than through AHS or through the Executive's employment with AHS;

8. <u>Business Records</u>

8.1 The Executive agrees to promptly deliver to AHS, upon termination of the Executive's employment, or at any other time when the AHS Board so requests, all documents relating to the business and operations of AHS, including, without limitation: all documents related to Intellectual Property, any other reports and related data, such including but not restricted to all summaries, memoranda and opinions relating to the foregoing, contract files, notes, records, drawings, manuals, correspondence, financial and accounting information, contact lists, statistical data and compilations, agreements, contacts, manuals or any other documents relating to the business of AHS or AHS Intellectual Property (collectively, the "Business Records"), and all copies thereof and therefrom.

8.2 The Executive confirms that all of the Business Records which are required to be delivered to AHS pursuant to Section 8.1 constitute the exclusive property of AHS.

8.3 The obligation of confidentiality set forth in Article 7 shall continue notwithstanding the Executive's delivery of any such documents to AHS.

8.4 Notwithstanding the foregoing provisions of this Article 8 or any other provision of this Agreement, the Executive shall be entitled to retain any written materials which fall within the scope of Article 7.6 (a) to (c).

9. Fiduciary

9.1 The Executive acknowledges that the Executive is in a fiduciary relationship and position of trust with AHS.

10. Freedom of Information and Protection of Privacy Act (FOIPP)

10.1 The Executive acknowledges that any personal information (as such term is defined in FOIPP) concerning AHS officers, directors, employees, clients, patients, or other individuals about whom AHS holds information may be subject to the requirements of FOIPP, and other laws governing privacy.

10.2 The Executive hereby consents to the collection, use and disclosure of the Executive's personal information for purposes relating to the management and administration of the employment relationship, in order to facilitate the purposes of this Agreement, and in order to facilitate and promote AHS business and operations. The purposes of collection, use and disclosure are as required by law, and include:

(a) Reporting purposes to the Minister of Health or other department of the Province of Alberta or anybody having authority over AHS, to the extent that such information is required to be reported;

(b) As required by AHS to obtain and maintain business contracts;

(c) In connection with obtaining employee benefits, or in obtaining insurance; or in connection with any outsourcing of information to third party suppliers of information processing services, including, without limitation, payroll, health benefits, insurance or pension plan benefits;

(d) For AHS internal operational purposes;

(e) For the purposes of managing, administering, or terminating the Executive's employment;

(f) For any purpose required or permitted under FOIPP and other applicable legislation;

(g) Monitoring the Executive's access to AHS electronic media services, including internet and e-mail, to ensure that the Executive's use of such services is appropriate and is in compliance with any policies AHS might establish from time to time; and

(h) Any other purposes of which the Executive is given notice, and which AHS determines are related to the management and administration of the employment relationship.

10.3 The Executive acknowledges and agrees that through employment with AHS, the Executive will become aware of personal information which is collected, used or disclosed by AHS. The Executive agrees not to:

(a) without AHS prior written consent, disclose or make available such personal information to any other person or entity except in the ordinary course of employment, or as required by AHS;

(b) sell, trade, barter, disclose or transfer personal information to any other party or use it for any other purpose other than the purposes permitted by this Agreement; and

10.4 The Executive agrees to follow all AHS rules and regulations with respect to personal information.

11. Miscellaneous

11.1 Any notice required to be given under this Agreement must be in writing and must be delivered either in person, by courier, or by registered mail. Service will be effective if served to the other party's last known address.

11.2 This Agreement, the Effective Date Agreement referenced in section 1.1, and any employment or other policies established by AHS from time to time, in its sole discretion, constitute the whole and only agreement with respect to the Executive's employment. The Executive has no claim against AHS with respect to any agreement, written or oral, made prior to the date of this Agreement. If the Executive alleges the existence of a subsequent agreement, that agreement will only be valid if it is in writing, and specifically states that it is intended to modify the terms of this Agreement.

11.3 The provisions of Articles 7, 8 and 9 shall survive the termination of this Agreement and the Executive's employment hereunder, for any reason.

11.4 The Executive acknowledges and confirms that the Executive has been independently advised by counsel in respect of the provisions of this Agreement, or having had the opportunity to seek independent advice, has waived that opportunity, and that the Executive has read, understands and agrees with all of the terms and conditions in this Agreement.

11.5 The Executive may not assign this Agreement. The Executive agrees that the AHS Board may assign this Agreement at any time, without prior notice, and that the benefits and obligations of this Agreement will pass to such assignee.

11.6 Any waiver by AHS of any act or omission of the Executive that would otherwise be a breach of this Agreement will not operate as or be construed as a waiver of any subsequent breach thereof, and will not prevent AHS from treating the act or omission as a current breach.

11.7 This Agreement was made in and is to be construed and interpreted in accordance with the laws of Alberta and the federal laws of Canada applicable therein. Whenever possible, each provision

of this Agreement is to be interpreted in such a manner as to be effective and valid under Alberta law. The parties hereby attorn to the exclusive jurisdiction of the courts of the Province of Alberta.

11.8 If any paragraph, subparagraph, or provision of this Agreement is determined to be unenforceable by a court or tribunal of competent jurisdiction, then such paragraph, subparagraph, or provision (as the case may be) shall be severable from the remainder of this Agreement and the remainder of this Agreement shall be unaffected thereby and shall remain in full force and effect.

11.9 This Agreement may be executed in counterparts, each of which is deemed to be an original and all of which together shall constitute one and the same instrument, notwithstanding that both parties are not signatory to the same counterpart. This Agreement and any counterpart may be executed and delivered by facsimile copies or delivered by electronic communications by portable document format (.pdf), each of which will be deemed to be an original.

SIGNED at Edmonton, Alberta, this 7 day of December, **[DATE]**.

ALBERTA HEALTH SERVICES

Per: _____
Lyle Oberg
Executive Chair, AHS Board

DAVID WYLYNKO
[name of witness]

58 FULTON AVE, OTTAWA, ON
[address]

_____

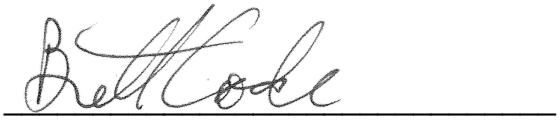
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Athana Mentzelopoulos

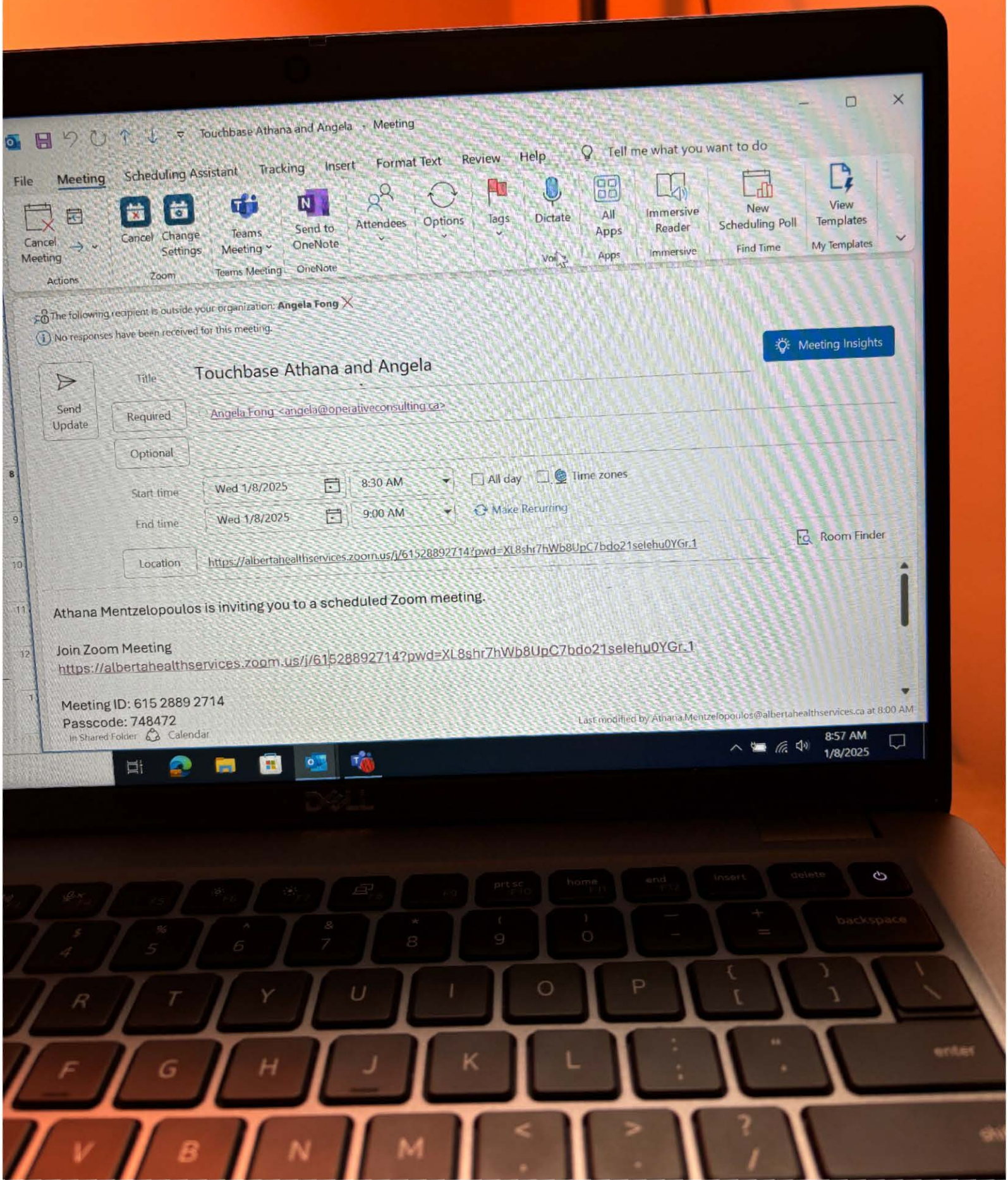
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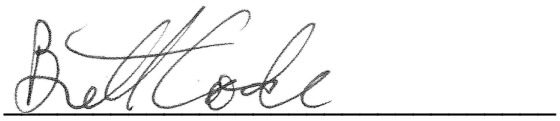
This is Exhibit “2” to the Affidavit of Athana Mentzelopoulos, sworn before me this 6th day of June 2025.



W. E. Brett Code, K.C.
Barrister & Solicitor
Notary Public
in and for the Province of Alberta


Touchbase Athana and Angela - Meeting
File
Meeting
Scheduling Assistant
Tracking
Insert
Format Text
Review
Help
Tell me what you want to do
Cancel Meeting
Actions
Cancel
Change Settings
Zoom
Teams Meeting
Teams Meeting
Send to OneNote
OneNote
Attendees
Options
Tags
Dictate
Voice
All Apps
Apps
Immersive Reader
Immersive
New Scheduling Poll
Find Time
View Templates
My Templates
The following recipient is outside your organization: Angela Fong
No responses have been received for this meeting.
Meeting Insights
Send Update
Title
Touchbase Athana and Angela
Required
Angela Fong <angela@operativeconsulting.ca>
Optional
Start time
Wed 1/8/2025
8:30 AM
All day
Time zones
End time
Wed 1/8/2025
9:00 AM
Make Recurring
Location
https://albertahealthservices.zoom.us/j/61528892714?pwd=XL8shr7hWb8UpC7bdo21selehu0YGr.1
Room Finder
Athana Mentzelopoulos is inviting you to a scheduled Zoom meeting.
Join Zoom Meeting
https://albertahealthservices.zoom.us/j/61528892714?pwd=XL8shr7hWb8UpC7bdo21selehu0YGr.1
Meeting ID: 615 2889 2714
Passcode: 748472
In Shared Folder
Calendar
Last modified by Athana.Mentzelopoulos@albertahealthservices.ca at 8:00 AM
8:57 AM
1/8/2025

This is Exhibit “3” to the Affidavit of Athana Mentzelopoulos, sworn before me this 6th day of June 2025.



W. E. Brett Code, K.C.
Barrister & Solicitor
Notary Public
in and for the Province of Alberta

Athana Mentzelopoulos

From: Athana Mentzelopoulos
Sent: Wednesday, June 26, 2024 10:27 AM
To: 'Nicole.Williams@gov.ab.ca'; 'andre.tremblay'; 'Darren Hedley'
Cc: Michael Lam (Finance); Sean Chilton
Subject: ASG questions

Good morning – I understand ASG may try to elevate some questions/concerns about their contract to your level, specifically suggesting that we are "capping" arthroplasty. Here is some background to this issue – we are working closely with them and as you will see there are budgetary and contract issues at play. If you do hear from them, it would be beneficial to us if they were re-directed to AHS. Please let me know if you have any questions. Here is the background/current status:

- The EZ has a short term contract with Alberta Surgical Group on November 1, 2022 which is set to expire on October 31, 2024. As you may recall from our discussions about the rates/contract with Enoch, the ASG contract was established to provide additional orthopedic surgery in a CSF while/until the successful RFP proponent (Enoch Cree Nation/Weiss) builds and establishes their CSF.

- The total contract value for ASG is $27,303,859.66 for 4,800 orthopedic cases (1,200 Arthroplasty, 600 spine and 3,000 non-arthroplasty). ASG average spend per month is approximately $2.5 million and we/they are forecasting that at current pace they will exceed their $27,303,859.66 contract value amount.

- From November 1, 2023, to May 31, 2024 (first 6 months of year two) ASG has completed a total of 1,048 Arthroplasty cases, 264 spine cases and 798 non-arthroplasty cases utilizing approximately $15.1 million of their contract (inclusive of facility fees, implants and overnight stays).

- ASG's projections are to finish their contract year on October 31, 2024, with 1,700 Arthroplasty cases, 380 spine and 1,500 non-arthroplasty (or 3,580 of the 4,800 total).

    - Arthroplasty average case cost is $9141.50 (1,700 projected volume) = $15,540,550
    - Spine average case cost is $7,557.43 (380 projected volume) = $2,871,823.40
    - Non-arthroplasty average case cost is $ 3,147.25 (1,500 projected volume) = $4,720,875
    - Average monthly implants costs are $653,000 (12 months) = $7,836,000
        - Total amount based on projected volumes and average spend will be **$30,969,248**. In other words, ASG is tracking to over-spend on budget but does not anticipate delivering the required number of surgical procedures.

- There have been multiple discussions with ASG on their volumes and what additional supports are needed from AHS to increase spine and non-arthroplasty procedures. The most recent discussion was on Monday, June 17 between ASG executive and AHS zone surgery leadership.

- Any volume additional to the planned Edmonton Zone Arthroplasty volumes at ASG will potentially add cost to the contract budget of $27,303,859.66 and an additional case rate payment of $1,137.71 to the Edmonton Bone and Joint contract per arthroplasty patient scheduled.

- CPSM and EZ surgery are currently in negotiations with ASG to extend the contract. ASG has proposed the same volume of 1,200 Arthroplasty, 600 spine, and 3,000 non-arthroplasty.

- Edmonton Zone surgical waitlist:
    - Arthroplasty (hip, knee and shoulder)- total surgical waitlist= 2,010 with 64% OOT
    - Spine – total surgical waitlist = 234 with 75% OOT
    - Non-arthroplasty- total surgical waitlist= 1,719 with 56% OOT

- As you know, a change to orthopedic resident physician placements and resulting reduction of after-hours physician coverage at the hospital has led to the potential postponement of scheduled arthroplasty hip, knee, and shoulder cases at the Royal Alexandra Hospital (RAH) to reduce the inpatient volumes and the need for physician coverage after hours.
    - AHS is working to increase available alternate coverage arrangements.
    - Orthopedic surgeons, Clinical Assistants and Surgical Clinical Associates will be required to cover gaps for RAH acute care inpatient coverage and consults in the emergency department.
    - If there are service disruptions in the OSC at the RAH, additional volumes of arthroplasty at ASG may mitigate the arthroplasty volume loss at the OSC, however, this will require balance to ensure the availability of the surgeons to support the OSC coverage.
    - The OSC anesthesia and nursing workforce will be utilized in operating rooms at the RAH to support the completion of other operations, including cancer surgeries.

This is Exhibit “4” to the Affidavit of Athana Mentzelopoulos, sworn before me this 6th day of June 2025.



W. E. Brett Code, K.C.
Barrister & Solicitor
Notary Public
in and for the Province of Alberta

Alberta Health Services

Healthy Albertans.
Healthy Communities.
Together.

Our File: E2408068

Electronic Delivery Only

PRIVILEGED – SENSITIVE AND CONFIDENTIAL

August 29, 2024

Mr. Andre Tremblay
Deputy Minister of Alberta Health
22nd Floor ATB Place
10025 Jasper Avenue NW
EDMONTON AB T5J 1S6

Dear Mr. Tremblay:

Re: Alberta Surgical Group (ASG)

I write to follow up on the discussion at the Board meeting on August 28, 2024.

On August 23, 2024, I met with three representatives of Alberta Surgical Group (ASG) to review concerns they previously raised with Government about their November 1, 2022 contract for provision of orthopedic surgical procedures at a chartered surgical facility in the Edmonton Zone (the "Contract"). As you know, this is a two-year contract that expires in October 2024.

Given the Crown's commitment to prudent stewardship of public funds, the information arising from my discussion with ASG is very concerning. In particular, ASG indicated to me that:

- They have been advised over the course of several years by one or more (unnamed) Alberta Health Services (AHS) representatives that ASG is not required to adhere to the terms of the Contract, i.e., ASG has ostensibly been advised by someone at AHS that under the Contract, ASG may unilaterally dictate the allocation of surgeries to their facility. In our discussion, I indicated to them that this was at odds with prudent financial and contract management, and both surprising and concerning to me.

- They hold unequivocally that the Contract includes a contingency provision, i.e., that the Contract guarantees ASG a defined volume of procedures plus a significant contingency to exceed that amount. They are unable to point to the specific provision but indicated that AHS officials had previously advised them that it exists. I have confirmed that the Contract does not include contingency. In related discussions, there has also been the assertion that it is possible to carry-forward unspent funds from the first year of the contract. This is also false.

.../2

14th Floor North Tower • Seventh Street Plaza
10030 107 Street NW Edmonton AB T5J 3E4 Fax: 780-342-2060
ahscorp@ahs.ca www.ahs.ca

- They have themselves questioned the appropriateness of commitments that were made to them but say had they not received these various verbal assurances, they would not have agreed to the Contract.

As a consequence of these statements, and as part of a broader effort to find a solution to concerns expressed by ASG, I have completed an informal review of the contract. I have identified provisions that materially differ from similar arrangements between AHS and other contract surgical providers. For example, the Contract also contains a provision to pay for two overnight stays per procedure, something that would not have been supported by clinical advice and which we know has not been required.

Given that the Contract expires on October 31, 2024 and ASG is currently requesting an extension of same from AHS, it is important to understand these issues quickly before AHS takes any further steps to negotiate any such extension. There is the added complexity of the current orthopedic surgical disruption at the Royal Alexandra Hospital, and a need to ensure a robust and transparent system for allocating orthopedic surgeries.

Similar issues are currently being discussed and negotiated in the context of provision of surgical capacity in the Central and South Zones, and the successful proponents are advocating for terms similar to those found in the Contract. This brings added urgency to the review, to ensure terms are defensible, reasonable and transparent to all parties, and reflect clinical advice.

At the present time, we have professional proponents - ASG - who have made serious allegations about the conduct of AHS representatives (past or present) during contract negotiations. As such, I have secured capacity and commenced an external review of the process that was used to arrive at the Contract. This review will help AHS identify any systemic gaps that require attention and also inform ongoing negotiations with ASG regarding: (1) an extension of the Contract; and (2) the provision of similar surgical services to AHS for both the Central and South Zones. I have further instructed that this review be completed as quickly as possible.

As I know you will appreciate, this is a sensitive matter that could have serious implications if it is not handled with the utmost discretion. A limited number of employees at AHS are aware that this work is underway. I will keep you informed of any findings, and I will also be in touch on the related but separate matter of ASG's anticipated over-billing in the current Contract.

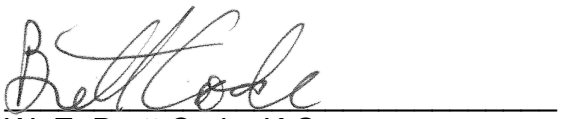
Please contact me directly if you have any questions about this. I will be on annual leave starting August 30th, but I will be monitoring my email and phone.

Sincerely,

Athana Mentzelopoulos
President and Chief Executive Officer

C: Michael Lam, Interim Vice President - Corporate Services and Chief Financial Officer, AHS
Sean Chilton, Interim Vice President and Chief Operating Officer, Clinical Operations, AHS

This is Exhibit “5A” to the Affidavit of Athana Mentzelopoulos, sworn before me this 6th day of June 2025.



W. E. Brett Code, K.C.
Barrister & Solicitor
Notary Public
in and for the Province of Alberta

Sarah Nykolaishen

From: Jitendra Prasad
Sent: Monday, June 26, 2023 9:05 AM
To: Colleen Purdy; Karen Horon
Cc: Robert Vretenar
Subject: Analgesic Briefing Note (Tylenol IV)
Attachments: Acetaminophen IV Briefing for Review June 22, 2023 Draft 2.docx

Hi Karen and Colleen

Hope you had a great weekend!

Attached please find the BN related to next steps related to dealing with PO that was issued for the pediatric analgesics. I worked with Rob on the information related to volumes and other clinical matters. This BN has the recommendation on switching the current purchase order to a contract for Acetaminophen IV 10 mg/ml for a period of up to 5 years. There have been preliminary discussions with the vendor at this time and further discussion will take place after your review.

There is some time sensitivity to this proposal as the manufacturer is in their production planning cycle for the next 3 years and so we do need to respond to them sooner rather than later. I recognize here are so many issues you are dealing with but would like to see if we can setup a meeting to discuss. I know Colleen and I have a 1 on 1 booked on Wednesday but we probably need all 3 of you to discuss this and decide on next steps.

Thank you

JP

CONFIDENTIAL – For Review and Approval
June 21, 2023

BRIEFING ON PEDIATRIC ANALGESIC IMPORTATION

Background:

- Importation of Pediatric Analgesics (Acetaminophen and Ibuprofen) was approved by Official Administrator on December 2, 2022, pursuant to a Ministerial Directive to AHS to procure these items, subject to Health Canada approval.
- A manufacturer from Turkey, Atabay Pharmaceuticals, was selected to provide Acetaminophen and Ibuprofen liquid for children. The minimum dollar value to secure this production capacity and for the manufacture to make changes to the products for the Canadian market was $70M.
- A purchase order for 4 M bottles of Acetaminophen and 1 M bottles of Ibuprofen liquid for a total value of $70M was issued to the local Drug Establishment License (DEL) holder, MH Care Medical who was responsible for importation and logistics.
- Health Canada provided approval for both Acetaminophen and Ibuprofen liquid, however the restricted the quantity that could be imported as follows:
    - Acetaminophen Liquid 1 M bottles (250,000 for hospital use only and 750,000 for retail use
    - Ibuprofen Liquid 500,000 bottles for both retail and hospital use
- As of June 21, 2023, the following amounts have been paid to MH Care Medical and Atabay:
    - $14M on issuance of the Purchase Order (Deposit to secure production capacity and raw materials)
    - $28M for product manufactured and received by AHS.
- A total of $42M has been paid with $28M still remaining on the Purchase Order as a commitment to MH Care Medical and Atabay

Options to Meet Commitment to Vendor

- AHS Pharmacy has been reviewing the list of drugs manufactured by Atabay to determine if there are other products that could be ordered in lieu of the outstanding volume of Acetaminophen and Ibuprofen Liquid for children.
- The following products were reviewed by AHS Pharmacy:

Description	Current Vendor	Atabay Equivalent Product
ACETAMINOPHEN 10MG/ML BAG 100ML	Avir	PAROL IV 10mg/ml Infusion Solution; 12x100ml Vial/Box
AMOXICILLIN 25MG/ML - CLAVULANIC ACID 6.25MG/ML SUSP 100ML CLAVULIN 125F	GSK	2021/2022 Data; KLAVUNAT Pediatric Powder for Oral Suspension
AMOXICILLIN 40MG/ML - CLAVULANIC ACID 5.7MG/ML SUSP 70ML CLAVULIN 200	GSK	2021/2022 Data; KLAVUNAT BID 200/28 Powder For Oral Suspension
AMOXICILLIN 50MG/ML - CLAVULANIC ACID 12.5MG/ML SUSP 100ML CLAVULIN 250F	GSK	2021/2022 Data; KLAVUNAT Fort Powder For Oral Suspension
AMOXICILLIN 80MG/ML - CLAVULANIC ACID 11.4MG/ML SUSP 70ML CLAVULIN 400	GSK	2021/2022 Data; KLAVUNAT BID 400/57 Powder For Oral Suspension

CONFIDENTIAL – For Review and Approval
June 21, 2023

Description	Current Vendor	Atabay Equivalent Product
AMOXICILLIN 50MG/ML SUSP 100ML	Teva	ATOKSILIN 250 mg/5 ml Powder For Oral Suspension 80 mL
AMOXICILLIN 50MG/ML SUSP 150ML	Teva	ATOKSILIN 250 mg/5 ml Powder For Oral Suspension 80 mL
CEPHALEXIN 50MG/ML SUSP 100 ML	Auro/Lupin	Bottle of 150mL insignificant usage; Not on Atabay List
Ciprofloxacin 250mg tab	Sandoz	Atabay 14 Film Tablet Blister
Ciprofloxacin 500mg tab	Sandoz	Atabay 14 Film Tablet Blister
Ciprofloxacin 500mg tab	Auro	Atabay 14 Film Tablet Blister
Ciprofloxacin 750mg tab	Sandoz	Atabay 14 Film Tablet Blister
Clarithromycin 50mg/mL	BGP	Atabay 100 mL bottle
LEVOFLOXACIN 500MG TAB	Sandoz	Available as a 7 pack blister only from Atabay

- Most of the products reviewed did not have significant volumes required by AHS, are offered by multiple Canadian vendors and/or have a very low price point due to supply availability making them not suitable as in lieu products to fulfill the outstanding PO value.
- The only exception on the above list is Acetaminophen IV 10 mg/ml. Currently there is only one vendor in the Canadian market with an approved product and as a result, this product is listed on the AHS drug formulary but with a restriction on usage.
- The projected conservative annual usage, based on 10% of the current oral/rectal doses being converted to IV, would be 600,000 units of the Paracetamol IV 10 mg/ml. The usage could be higher if usage is extended to palliative care, pre- and post-surgical patients and potential replacement of some narcotic use.
- The estimated usage for 15% conversion would be 900,000 units and 2 M units for 40% conversion.
- The use of Acetaminophen IV could also have some potential impact in reducing narcotic use and supporting the government's plans around reduction of addictions.
- The Surgical Strategic Clinical Network (SCN) may be interested in doing a study around the use and impact of Acetaminophen IV. This study could support in the approval process of the drug through Health Canada.

Recommendations

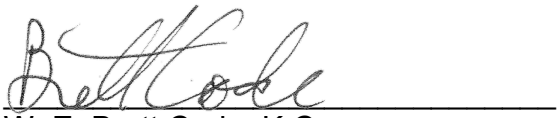
- AHS confirms its intent to purchase 600,000 to 900,000 units of Acetaminophen IV per year by entering into a production contract with MH Care Medical and Atabay for a 3-to-5-year period.

- Through very preliminary discussions with Atabay and MH Care Medical, they have proposed the following price points and conditions:
    - Year 1 & 2: $12/100 bottle
    - Year 3: $11/100 ml bottle
    - Year 4 & 5: $10/100 ml bottle
    - To secure the order, AHS would have to purchase production capacity in advance by paying $28M in advance once this recommendation is approved and a contract finalized with MH Care Medical/Atabay. This advance will be used to purchase sufficient raw materials, make the required changes to satisfy Health Canada requirements and book production time for manufacturing the required volumes.
    - Upon receiving payment, Atabay and MH Care Medical will initiate the approval process through Health Canada. This should take approximately 250 days (or 8 months) but efforts would be made to expedite the importation approval as it is a known manufacturer and importer to Health Canada. As a result, the first shipment of the drug should be expected in February or March 2024.

Next Steps

1. Approve recommendation and if necessary, work with AH to amend the Ministerial Order (MO) to include Acetaminophen IV.
2. AHS to enter a formal supply contract with MH Care Medical
3. Cancel current Purchase Order (PO) and issue a new Purchase Order for Acetaminophen IV
4. MH Care Medical to provide invoice for $28M so that AHS can proceed with making payment.

This is Exhibit “5B” to the Affidavit of Athana Mentzelopoulos, sworn before me this 6th day of June 2025.



W. E. Brett Code, K.C.
Barrister & Solicitor
Notary Public
in and for the Province of Alberta

From: Jitendra Prasad
To: Linda Margetak
Subject: CONFIDENTIAL - Contract As Discussed
Date: Friday, July 14, 2023 11:07:06 AM
Attachments: Pediatric Analgesic Contract Document July 13 2023.docx

Hi Linda
Here is the contract – the actual committed value is $56M.

Alberta Health Services

THIS AGREEMENT is made effective as of July _____, 2023 (the "Effective Date").

BETWEEN:

ALBERTA HEALTH SERVICES ("AHS")

- and -

MHCARE MEDICAL (the "Supplier")

WHEREAS AHS and Supplier entered a Purchase Order (PO) commitment for the supply of Acetaminophen Suspension 24 mg/ml and Ibuprofen Suspension 20 mg/ml (collectively referred to as Pediatric Liquid Analgesic) on December 9, 2022 via PO Number **INE4550755**. The original PO commitment was for a total volume of 5 million bottles of Pediatric Liquid Analgesics for a total value of $70 million dollars at a unit price of $14.00 per bottle.

AND WHEREAS Health Canada has only provided approval for 1.5 million bottles of Pediatric Liquid Analgesic to date meaning the PO commitment to the Supplier by AHS cannot be met with only Pediatric Liquid Analgesic supply.

AND WHEREAS AHS has been working on identifying other products available through the Supplier and manufactured by Atabay Pharmaceuticals that can be used to fulfill the remaining PO commitment of $28M. AHS has identified Acetaminophen IV 10 mg/ml as an alternative product. This product is on AHS formulary but with a restricted status due to supply and cost considerations.

AND WHEREAS the Supplier has agreed that Acetaminophen IV 10 mg/ml (100 ml vial) can be used as a replacement product to fulfill the terms and value of the PO commitment

AND WHEREAS AHS wishes to proceed with entering a commitment to purchase production capacity for Acetaminophen IV 10 mg/ml for a 5 year term as described in Appendix A

AND WHEREAS the Supplier will commit production capacity over the term of this agreement and AHS will purchase this capacity by making a pre-payment as described in Appendix B to ensure product is available for AHS without disruptions.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual promises and respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which are irrevocably acknowledged, each of the parties agree as follows:

1. **Description of Deliverables ("Deliverables")**

    a. Upon execution of the contract and release of the $28M payment advance to Supplier, Supplier and Manufacturer will initiate the Health Canada approval process for Product importation.

b. The first shipment of Product is expected to be received within 3 months of Health Canada's approval. Supplier commits to keeping AHS regularly informed as to the status of the Health Canada importation approval and expected first shipment date.

c. If there are any challenges in meeting the deliverables such as regulatory issues, AHS and the Supplier will work together to find additional products to fulfill terms of this contract.

2. Term of Agreement.

This Agreement shall be for a term of **Five (5)** years commencing on the date that the first shipment of the product is received by AHS (the "**Effective Date**"), such term being the "**Initial Term**". Any renewal of the Term shall be on the same terms and conditions as set out in this Agreement, including pricing.

3. Service(s)

The Supplier agrees to hold annualized production capacity for AHS following approval of the product by Health Canada over the term of the contract. The production capacity being purchased by AHS will be sufficient to manufacture a minimum of 1 million vials annually which will be the minimum volume commitment by AHS.

4. Pricing

The price which AHS agrees to pay for each of the Products will be paid by AHS with the pre-payments offsetting volumes delivered towards the back end of the contract, more specifically Years 3, 4 and 5 of the agreement.

5. Pre-Payment

AHS has made the following payments to the Supplier through the PO commitment for Pediatric Liquid Analgesic referenced in this contract:

Details of Payment	**Pre-Payment**	**Product Receipts**	**PO Amounts**
Total Purchase Order (PO) Value			$70,000,000
20% Pre-Payment upon issuance of PO	($14,000,000)		$56,000,000
Payment for Receipt of Acetaminophen Suspension (Parol)		($13,782,552)	$42,217,448
Additional Parol to be Received		($217,448)	$42,000,000

Details of Payment	Pre-Payment	Product Receipts	PO Amounts
Payment for Ibuprofen Suspension		($14,000,000)	$28,000,000
Sub-Totals	**($14,000,000)**	**($28,000,000)**	
Proposed Pre-Payment on Execution of Contract	**(28,000,000)**		
Totals	**($42,000,000)**	**($28,000,000)**	$0

The original $14,000,000 prepayment amount will be retained on the existing purchase order for any additional purchases that may be required for Pediatric Liquid Analgesics or other drugs in case of supply disruptions and shortage in supply for 18 months. The prepayment of $28M for Parol IV associated with this agreement will be processed within 48 hours of receipt of an invoice from the Supplier after signing of this contract. This pre-payment will be applied to delivery of products in Years 3, 4 & 5 of this contract.

6. Invoicing

All Product invoices that are mailed to AHS shall be sent to such address as shall be detailed on any Purchase Order issued by AHS in connection with the Product.

7. Precedence

If there is a conflict, inconsistency or ambiguity between a Purchase Order and this Agreement, the provisions of this Agreement will prevail to the extent of that conflict, inconsistency, or ambiguity.

8. Entire Agreement

(a) This Agreement constitutes the entire agreement between the Supplier and AHS with respect to the subject matter of this Agreement and contains all of the representations, undertakings and agreements of the Supplier and AHS. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether verbal or written, of the Supplier and AHS with respect to the subject matter of this Agreement. The Supplier and AHS acknowledge and agree that there are no general or specific warranties, representations or other agreements by or between the Supplier and AHS in connection with the entering into of this Agreement or the subject matter of this Agreement, except as specifically set forth in this Agreement.

(b) For greater certainty, but without limiting the generality of the foregoing, the Supplier's standard terms and conditions which are generally used for its customers, if any, are of no force and effect and shall not be applicable in the interpretation of this Agreement. Each of the parties may employ their respective forms of purchase order, invoice, and other standard documents (collectively, "**Standard Forms**"). The parties agree that the use of Standard Forms is for

administrative convenience only and no term or condition set forth in any Standard Form shall operate to modify, supplement, delete, or supersede any term or condition of this Agreement.

8. Headings

All headings and numbering in this Agreement are for convenience of reference only and shall in no way be used in interpretation of any of the provisions of this Agreement.

9. Notices

When any notice is required or permitted to be given under any provision of this Agreement, such notice shall be made in writing, delivered via courier, personal delivery, or registered mail or transmitted by facsimile and signed by or on behalf of the party giving such notice to the following addresses:

MHCare Medical Suite 300, 14815 – 119 Ave Edmonton, Alberta, Canada T5L 2N9 **Attention: Chief Operating Officer** Fax: 780-486-2286	ALBERTA HEALTH SERVICES Contracting, Procurement & Supply Management Suite 400, East Tower 14310 – 111 Avenue Edmonton, Alberta Canada T5M 3Z7 **Attention: Senior Program Officer – Sourcing & Supply Management & Zone Operations,** Fax Number: 780-342-0114

or to such other address or facsimile number as a party may from time to time direct in writing.

Any notice delivered by courier or personal delivery before 4:00 p.m. local time on a Business Day shall be deemed to have been received on the date of delivery and any notice delivered after 4:00 p.m. local time on a Business Day, or delivered on a day other than a Business Day, shall be deemed to have been received on the next Business Day. Any notice sent by facsimile before 4:00 p.m. local time on a Business Day shall be deemed to have been received when the sender receives the answer back confirming receipt by the recipient; provided, however, that any facsimile received after 4:00 p.m. local time on a Business Day or received on a day other than a Business Day shall be deemed to have been received on the next Business Day. No notice delivered by registered mail will be deemed to have been received until actually received. In the event normal mail service is impaired at the time of sending the notice, then personal delivery or facsimile transmission only shall be effective.

10. Counterparts and Facsimile

This Agreement may be executed in counterparts and such counterparts shall constitute one and the same instrument. This Agreement shall be considered properly executed by a party if executed

by that party and transmitted by facsimile or transmitted electronically in either Tagged Image Format Files (TIFF) or Portable Document Format (PDF).

11. Amendments

This Agreement may be altered or amended in any of its provisions when any such changes are reduced to writing and signed by both the Supplier and AHS, but not otherwise.

12. 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.

ALBERTA HEALTH SERVICES	**MHCARE MEDICAL**
Authorized Signature Per:	Authorized Signature Per:
Name (Print/Type)	Name (Print/Type)
Position	Position
Date	Date

Authorized Signature Per:	Authorized Signature Per:
Name (Print/Type)	Name (Print/Type)
Position	Position
Date	Date

SCHEDULE A

PRODUCTION CAPACITY PURCHASE DETAILS

Description of Product(s)	**Year^**	**Minimum Annual Contract Commitment***	**Potential Annual Contract Commitment****
Production Capacity for Replacement product	Year 1	$12M	$12M***
Production Capacity for Replacement product	Year 2	$12M	$24M
Production Capacity for Replacement product	Year 3	$11M	$24M
Production Capacity for Replacement product	Year 4	$11M	$24M
Production Capacity for Replacement product	Year 5	$10M	$24M
Total Contract Commitment		**$56M**	**$108M**

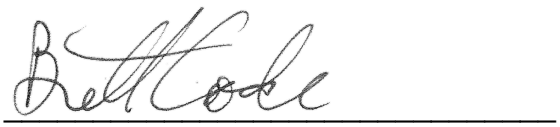
**Minimum Annual Contract Commitment based on 15% conversion of Oral/Rectal Acetaminophen to IV*

***Potential Annual Contract Commitment based on 40% conversion of Oral/Rectal Acetaminophen to IV. This calculation is to show potential expenditure for AHS should the volumes increase and does not denote a commitment by AHS to pay this amount to the Supplier.*

****Year 1 is for volume ramp up with penetration consistent at 15% conversion of Oral/Rectal Acetaminophen to IV*

^ Pre-payment amount of $28M will be applied to Years 4 & 5

This is Exhibit “6” to the Affidavit of Athana Mentzelopoulos, sworn before me this 6th day of June 2025.



W. E. Brett Code, K.C.
Barrister & Solicitor
Notary Public
in and for the Province of Alberta

Alberta Health Services

2555327 Alberta Ltd.
Suite 300, 14815 – 119 Avenue
Edmonton, AB T5L 2N9
Attn: Dr. Les Scheelar
Delivered via email

2555315 Alberta Ltd
2503 103A Street SW
Edmonton, AB T6W 4Y9
Attn: Dr. Les Scheelar
Delivered via email

Dear Dr Les Scheelar:

Re: Request for Proposal AHS 2022-2540
Central Zone Chartered Surgical Facility Services and Associated Services

Request for Proposal AHS-2022-2763
South Zone Surgical Facility Services and Associated Services

To support the necessary ongoing due diligence for these procurements, Alberta Health Services (AHS) requests the information listed below. Additional information may subsequently be requested if the information provided does not permit AHS to fully assess the bid submission.

Each of the questions noted below pertain to both the Central Zone and South Zone RFPs, with the exception that references to 2555327 Alberta Ltd. and 2555330 Alberta Ltd. pertain only to the Central Zone RFP and 2555315 Alberta Ltd. pertains only to the South Zone RFP.

1. Identify whether "Canadian Surgical and Medical Network" is a legal entity. If it is a trade name, identify the legal entity for which it is a trade name.

2. Identify whether "Alberta Surgical Group" is a legal entity. If it is a trade name, identify the legal entity for which it is a trade name.

3. If Canadian Surgical and Medical Network or Alberta Surgical Group refer to unincorporated legal entities, provide the date on which they were established and provide the constating documents.

4. Identify any person who directly or indirectly holds or has held shares or ownership interests in the following entities from September 7, 2022 to present:

    a. "Alberta Surgical Group";

    b. "Canadian Surgical and Medical Network";

    c. 2555315 Alberta Ltd.

    d. 2555327 Alberta Ltd.; and

    e. 2555330 Alberta Ltd.

5. Identify the consideration Blayne Iskiw provided in exchange for an interest in 2555315 Alberta Ltd. and 2555327 Alberta Ltd.

6. Identify the date on which the interest in 2555315 Alberta Ltd. was offered to Mr. Iskiw.

    a. Provide any written agreements relating to Mr. Iskiw's obtainment of this interest.

7. Identify the date on which the interest in 2555327 Alberta Ltd. was offered to Mr. Iskiw.

    a. Provide any written agreements relating to Mr. Iskiw's obtainment of this interest.

8. Identify all employment or consulting relationships between Mr. Iskiw and the entities listed in question 4 or other entities in which Sam Mraiche directly or indirectly has an interest.

    a. For all entities, provide the dates of Mr. Iskiw's employment or consulting contracts.

    b. For all entities, provide the dates on which Mr. Iskiw was initially offered employment or a consulting contract.

9. Identify all employment or consulting relationships between Mr. Jitendra Prasad and the entities listed in question 4 or other entities in which Mr. Mraiche directly or indirectly has an interest.

    a. For all entities, provide the dates of Mr. Prasad's employment or consulting contracts.

    b. For all entities, provide the dates on which Mr. Prasad was initially offered employment or a consulting contract.

10. Describe Mr. Iskiw's role in the proposals submitted by the selected proponents of the RFPs and any other proposals for the RFPs in which Mr. Mraiche had a direct or indirect financial interest.

11. Describe Mr. Prasad's role in the proposals submitted by the selected proponents of the RFPs and any other proposals for the RFPs in which Mr. Mraiche had a direct or indirect financial interest.

12. Describe the relationship, if any, between the entities listed in question 4 and MHCare Medical.

13. Except as previously provided in response to the foregoing questions, disclose anything of value provided to Mr. Iskiw by Mr. Mraiche or any entity in which Mr. Mraiche has a direct or indirect interest from December 1, 2019 to present.

14. Except as previously provided in response to the foregoing questions, disclose anything of value provided to Mr. Prasad by Mr. Mraiche or any entity in which Mr. Mraiche has a direct or indirect interest from December 1, 2019 to present.

15. Please provide for each of 2555327 Alberta Ltd. and 2555315 Alberta Ltd entities: (Note: in case there are any other additional entities being considered please provide the information in the same manner)

Alberta Health Services

a. A copy of the organization's consolidated audited financial statements for at least the past two fiscal years, prepared in accordance with generally accepted accounting principles as provided in the Handbook of the Canadian Institute of Chartered Accountants;

b. If audited financial statements are not prepared or available, statements prepared in accordance with generally accepted accounting principles as provided and reviewed in accordance with the generally accepted auditing standards of the Institute of Accountants by a member of the Institute of Chartered Accountants, Society of Certified General Accountants or Society of Certified Management Accountants must be provided;

c. A current fiscal "year to date" un-audited Income Statement and Balance Sheet;

d. If financial statements are not available due to recent incorporation or recent business establishment, then Financial Statements of the principals of the business or the major shareholders must be provided; and

e. Pro-forma financial statements that reflect the proposed purchase that includes a Balance Sheet, Income Statement and Statement of Cash Flows

Please submit the requested information to Bonnie Taylor (bonnie-lynn.taylor@ahs.ca) and Thiago Braga (thiago.braga@ahs.ca) as one complete package.

We kindly ask the package to be submitted no later than January 13th

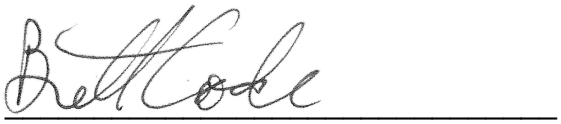
Sincerely,

Michael Lam
Interim Vice President,
Corporate Services and Chief Financial Officer

Thiago Braga
Senior Program Officer
Contracting, Procurement & Supply Management

cc. Christine Sewell, Managing Director, Procurement & System Optimization Secretariat

This is Exhibit “7” to the Affidavit of Athana Mentzelopoulos, sworn before me this 6th day of June 2025.



W. E. Brett Code, K.C.
Barrister & Solicitor
Notary Public
in and for the Province of Alberta

Alberta Health Services

December 20, 2024

Keri Shannon
Chief Operating Officer
MHCare Medical
kshannon@mhcaremedical.com

Dear Ms. Shannon,

Re: Supply Agreement #CLM208498, dated July 24, 2023

Alberta Health Services ("AHS") and MHCare Medical ("MHCare") are parties to the above-referenced Supply Agreement. They are also parties to Purchase Order INE4550755 ("PO"), dated December 9, 2022, through which AHS ordered 5M bottles of pediatric liquid analgesic from MHCare as the supplier of the same for a total price of $70M.

When the Supply Agreement was executed on July 24, 2023, MHCare was then holding approximately $21.2M in prepaid amounts that AHS had issued in connection with the PO. After executing the Supply Agreement, AHS issued another prepayment to MHCare in the amount of $28M. MHCare has therefore been holding approximately $49.2M in prepaid amounts for well over a year.

The Supply Agreement required MHCare to promptly initiate the Health Canada importation approval process for Acetaminophen IV 10 mg/ml upon AHS' release of the $28M prepayment. The Supply Agreement also required MHCare to keep AHS regularly informed as to the status of the Health Canada importation approval process, and the expected first shipment date of Acetaminophen IV 10 mg/ml. Despite these commitments, MHCare has provided AHS with limited written documentation regarding the status of Health Canada's importation approval process, and no information that we can find on file with respect to MHCare's handling and use of the prepaid amounts.

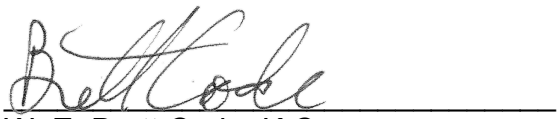
Given these circumstances, it is unclear whether the Supply Agreement is being performed in accordance with its terms and conditions. AHS is therefore requesting a detailed status update on MHCare's outstanding commitments under the Supply Commitment, as well as a full accounting and reconciliation of the prepayments AHS made to MHCare in connection with both the PO and the Supply Agreement no later than January 8, 2025. We ask that you give this request your full and timely attention.

On a related note, it has come to our attention that one or more former AHS employees was or were affiliated in some fashion with MHCare in and around November 2022. Can you please provide us with details of that affiliation, including whether they were an employee or consultant to MHCare, and when that engagement started and stopped.

Sincerely,

Michael Lam, CPA, CA, CHE
Interim VP Corporate Services and CFO
Alberta Health Services

This is Exhibit “8” to the Affidavit of Athana Mentzelopoulos, sworn before me this 6th day of June 2025.



W. E. Brett Code, K.C.
Barrister & Solicitor
Notary Public
in and for the Province of Alberta

Alberta Health

10025 Jasper Avenue NW
P.O. Box 1360 Stn Main
Edmonton AB T5J 2N3
Canada
www.health.alberta.ca

December 23, 2024

Athana Mentzelopoulos
President & Chief Executive Officer
Alberta Health Services
14th Floor, North Tower
Seventh Street Plaza
10030-107 St NW
Edmonton AB T5J3E4

Central and South Zone CSF

Dear Athana Mentzelopoulos,

As the designate of the Assistant Deputy Minister, Acute Care, further to section 2(d) of Directive D15-2024 (Health System Refocus – Chartered Surgical Facilities) (the "Directive"), this letter serves as a direction relating to Alberta Health Services' (AHS):

(a) Request for Proposal AHS 2022-2540 Central Zone Chartered Surgical Facility Services and Associated Services; and
(b) Request for Proposal AHS-2022-2763 South Zone Surgical Facility Services and Associated Services;

(the "CSF Procurements").

More specifically, in accordance with sections 2(a) and (d) of the Directive, which empower the Department to lead negotiations and discussions related to CSFs, this letter is to advise that the Department will be assuming responsibility for conducting due diligence for the CSF Procurements including due diligence with respect to any selected proponents. As such, effective immediately, AHS shall cease any due diligence underway with respect to the CSF Procurements or any selected proponent unless and until further notified.

In addition, pursuant to sections 2(b) and 3(a) of the Directive, AHS is directed to provide to Alberta Health all reports, data, or information in its possession necessary to conduct any due diligence for the CSF Procurements or any selected proponent. This

includes, without limitation, any findings or reports arising from any investigation or review conducted or initiated by AHS with respect to the CSF Procurements or any of the selected proponents. Any privileged information related to the CSF Procurements or any selected proponent must be provided to Alberta Health's legal counsel.

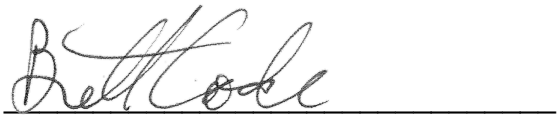
Any questions with respect to the foregoing should be directed to Christine Sewell, Acting Managing Director, Procurement and System Optimization Secretariat.

Sincerely,

Chris Nickerson
Assistant Deputy Minister, Acute Care Division
Alberta Health

Cc: Christine Sewell, Acting Managing Director, Procurement and System Optimization Secretariat, Alberta Health

This is Exhibit “9” to the Affidavit of Athana Mentzelopoulos, sworn before me this 6th day of June 2025.



W. E. Brett Code, K.C.
Barrister & Solicitor
Notary Public
in and for the Province of Alberta

Alberta Health Services

Healthy Albertans.
Healthy Communities.
Together.

Our File: E2501004

Electronic Delivery Only

January 6, 2025

Chris Nickerson
Assistant Deputy Minister
Acute Care Division
Alberta Health
22nd Floor ATB Place
10025 Jasper Avenue NW
EDMONTON AB T5J 1S6

Dear Chris Nickerson:

Thank you for your letter of December 23, 2024 in your capacity under section 2(d) of Directive D15-2024 (Health System Refocus - Chartered Surgical Facilities) (the "Directive"). I understand the direction provided, to wit, that "AHS shall cease any due diligence underway with respect to the CSF Procurements or any selected proponent unless and until further notified."

As you may recall, I launched an internal investigation and forensic audit after receiving concerning information from Alberta Health Services (AHS) and Alberta Health employees related to procurement with MH Care and any related firms. AHS engaged external counsel and forensic audit capacity to undertake this work, which has been underway since mid-November and has involved the transfer of a significant number of documents. The investigation into Request for Proposal AHS 2022-2540 and 2022-2763 has now been drawn to a close as you have directed. Should you wish to engage these external resources to continue the necessary due diligence, I will be happy to facilitate a connection.

Upon receipt of your letter, I corresponded by email with Christine Sewell, Acting Managing Director, Procurement and System Optimization Secretariat, to confirm the appropriate cadence of document production in relation to your direction to "provide to Alberta Health all reports, data, or information in its possession necessary to conduct any due diligence for the CSF Procurements or any selected proponent." Ms. Sewell indicated that a "first wave" of information could be shared by January 6, 2025 and "piecemeal" thereafter. Please find enclosed a first batch of documentation. In the coming days, we will be further in touch to arrange for the orderly transmission of the remaining documents.

.../2

14th Floor North Tower • Seventh Street Plaza
10030 107 Street NW Edmonton AB T5J 3E4 Fax: 780-342-2060
ahscorp@ahs.ca www.ahs.ca

Given the volume of materials and complexity of the issues, we were not yet at a point of drawing any firm conclusions and had identified as a necessary next step a letter to the CSF proponents outlining a range of necessary information disclosure. This letter was shared with your colleagues in December but ultimately not approved by Alberta Health, and I have attached a copy with this first batch of documentation. You may wish to reconsider this approach as part of your own due diligence, given it reflects legal advice on necessary next steps for a robust procurement process. I have attached the last version of that letter. It is also relevant in the context of the enclosed Letter of Commitment (LOC).

As you are well aware, AHS does not yet have a Services Agreement with the selected proponents for either the Central Zone or South Zone RFPs. AHS issued the LOC to the Central Zone selected proponent confirming AHS' intent to continue negotiations with the selected proponent for chartered surgical facility services and to communicate AHS' commitment to enter into a contract with the selected proponent for these services, where that commitment to enter into a contract is conditional on a variety of factors being met to AHS' satisfaction, including but not limited to, the selected proponent providing AHS with information in response to all reasonable due diligence requests regarding the facility, the land, and the provision of the services in a timeline manner.

Given the outstanding information to support reasonable due diligence required pursuant to the terms and conditions of RFP AHS-2022-2540 including, without limitation, the provisions of Schedule D (RFP Terms and Conditions) to proceed with this transaction, AHS takes the position that the Central Zone selected proponent has not fulfilled the conditions under the LOC to enter into a contract and the LOC is an unenforceable "agreement to agree". Further, we note that to date, AHS has not executed a mutually agreeable letter of commitment to the selected proponent for the South Zone CSF RFP.

We provide this perspective for your consideration in the event Alberta Health receives communication from the selected proponent(s) suggesting that AHS is contractually obliged to enter into a definitive Services Agreement with the selected proponent(s).

Finally, as you know we have been asked about this investigation by the Auditor General's office. Although they had initially asked us to brief them at the November meeting of the Board's Finance and Audit Review Committee, they agreed a separate briefing was more appropriate and subsequently scheduled it for January 10, 2025.

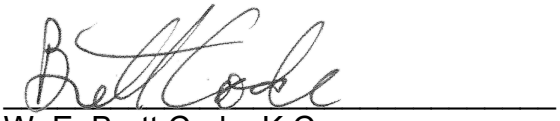
Sincerely,

Athana Mentzelopoulos
President and Chief Executive Officer

Attachments

c: Christine Sewell, Acting Managing Director, Procurement and System Optimization Secretariat

This is Exhibit “10” to the Affidavit of Athana Mentzelopoulos, sworn before me this 6th day of June 2025.



W. E. Brett Code, K.C.
Barrister & Solicitor
Notary Public
in and for the Province of Alberta

[redacted]

Attachments: image001.png
RE CSFs Letter.msg
FW Correspondence from the Office of M. Lam - Alberta Health Services.msg
Directive D15-2024 - CSFs.pdf
Correspondence AHS to MHCare 12.20.2024.pdf
CSFs Letter.msg

[redacted]

From: Athana Mentzelopoulos <Athana.Mentzelopoulos@albertahealthservices.ca>
Sent: Wednesday, January 8, 2025 7:50 AM
To: Eric Leonty <eleonty@oag.ab.ca>
Cc: Ronda.white <Ronda.white@albertahealthservices.ca>
Subject: follow up

CAUTION: This email originated from outside of the OAG. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Eric. I understand you have requested documentation concerning work we have/had underway at AHS related to procurement review. I have attached some information in advance of our meeting on Friday which I believe will provide sufficient overview of the work and its current status and which do not engage privilege in any way.

I was somewhat reluctant to share these materials given the absence of any formalized audit plan, and I wanted to flag that so as to ensure my response to your request is not in future misinterpreted as precedential in any way.

As you will no doubt appreciate, these materials are sensitive and so I thank you in advance for your careful treatment. There are only a very small number of individuals at AHS who are privy to this work and we have been very careful with information management.

We can discuss further at our meeting on Friday. Thank you,
Athana Mentzelopoulos
President and CEO, Alberta Health Services

This message and any attached documents are only for the use of the intended recipient(s), are confidential and may contain privileged information. Any unauthorized review, use, retransmission, or other disclosure is strictly prohibited. If you have received this message in error, please notify the sender immediately, and then delete the original message. Thank you.

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From: Isaac Van Dyne
To: Chris S Nickerson
Cc: Christine Sewell; Corinne Semeniuk; Athana Mentzelopoulos; Andrea Beckwith-Ferraton; Michael Lam (Finance)
Subject: RE: CSFs Letter
Date: January 6, 2025 5:29:08 PM
Attachments: E2501004 CSF Procurements.pdf
1.0 2555315 ALBERTA LTD. - 2024-07.pdf
2.0 2555327 Alberta Ltd...pdf
3.0 2555330 ALBERTA LTD. 2024-08 (1).pdf
4.0 Tab 27 - DOC00162930.pdf
5.0 Melewka Construction Management Services - Corp Search.pdf
6.0 Carver PA - Corp Search.pdf
7.0 Melewka Homes - Corp Search.pdf
RE CSFs Letter.msg
9.0 2024 12 23 - Letter to AHS re CSFs.pdf
10.0 Letter to CZ and SZ proponents - revised Dec 18 2024 clean copy.pdf

---

Hi Chris, on behalf of Athana, please find attached a response to your letter of December 23, 2024.

Thank you.

Isaac.

From: Corinne Semeniuk <Corinne.Semeniuk@gov.ab.ca>
Sent: Monday, December 23, 2024 11:49 AM
To: Athana Mentzelopoulos <Athana.Mentzelopoulos@albertahealthservices.ca>
Cc: Christine Sewell <Christine.Sewell@gov.ab.ca>
Subject: CSFs Letter

Caution - This email came from an external address and may contain unsafe content. Ensure you trust this sender before opening attachments or clicking any links in this message

---

Hi Athana,

Please find attached a letter to AHS regarding CSFs.

Thank you,

Corinne Semeniuk on behalf of Chris Nickerson

Corinne Semeniuk
Executive Support to Chris Nickerson, ADM
Acute Care Division
Alberta Health

780-427-7292
Corinne.Semeniuk@gov.ab.ca

Classification: Protected A

This message and any attached documents are only for the use of the intended

recipient(s), are confidential and may contain privileged information. Any unauthorized review, use, retransmission, or other disclosure is strictly prohibited. If you have received this message in error, please notify the sender immediately, and then delete the original message. Thank you.

Alberta Health Services

Healthy Albertans.
Healthy Communities.
Together.

Our File: E2501004

Electronic Delivery Only

January 6, 2025

Chris Nickerson
Assistant Deputy Minister
Acute Care Division
Alberta Health
22nd Floor ATB Place
10025 Jasper Avenue NW
EDMONTON AB T5J 1S6

Dear Chris Nickerson:

Thank you for your letter of December 23, 2024 in your capacity under section 2(d) of Directive D15-2024 (Health System Refocus - Chartered Surgical Facilities) (the "Directive"). I understand the direction provided, to wit, that "AHS shall cease any due diligence underway with respect to the CSF Procurements or any selected proponent unless and until further notified."

As you may recall, I launched an internal investigation and forensic audit after receiving concerning information from Alberta Health Services (AHS) and Alberta Health employees related to procurement with MH Care and any related firms. AHS engaged external counsel and forensic audit capacity to undertake this work, which has been underway since mid-November and has involved the transfer of a significant number of documents. The investigation into Request for Proposal AHS 2022-2540 and 2022-2763 has now been drawn to a close as you have directed. Should you wish to engage these external resources to continue the necessary due diligence, I will be happy to facilitate a connection.

Upon receipt of your letter, I corresponded by email with Christine Sewell, Acting Managing Director, Procurement and System Optimization Secretariat, to confirm the appropriate cadence of document production in relation to your direction to "provide to Alberta Health all reports, data, or information in its possession necessary to conduct any due diligence for the CSF Procurements or any selected proponent." Ms. Sewell indicated that a "first wave" of information could be shared by January 6, 2025 and "piecemeal" thereafter. Please find enclosed a first batch of documentation. In the coming days, we will be further in touch to arrange for the orderly transmission of the remaining documents.

…/2

Given the volume of materials and complexity of the issues, we were not yet at a point of drawing any firm conclusions and had identified as a necessary next step a letter to the CSF proponents outlining a range of necessary information disclosure. This letter was shared with your colleagues in December but ultimately not approved by Alberta Health, and I have attached a copy with this first batch of documentation. You may wish to reconsider this approach as part of your own due diligence, given it reflects legal advice on necessary next steps for a robust procurement process. I have attached the last version of that letter. It is also relevant in the context of the enclosed Letter of Commitment (LOC).

As you are well aware, AHS does not yet have a Services Agreement with the selected proponents for either the Central Zone or South Zone RFPs. AHS issued the LOC to the Central Zone selected proponent confirming AHS' intent to continue negotiations with the selected proponent for chartered surgical facility services and to communicate AHS' commitment to enter into a contract with the selected proponent for these services, where that commitment to enter into a contract is conditional on a variety of factors being met to AHS' satisfaction, including but not limited to, the selected proponent providing AHS with information in response to all reasonable due diligence requests regarding the facility, the land, and the provision of the services in a timeline manner.

Given the outstanding information to support reasonable due diligence required pursuant to the terms and conditions of RFP AHS-2022-2540 including, without limitation, the provisions of Schedule D (RFP Terms and Conditions) to proceed with this transaction, AHS takes the position that the Central Zone selected proponent has not fulfilled the conditions under the LOC to enter into a contract and the LOC is an unenforceable "agreement to agree". Further, we note that to date, AHS has not executed a mutually agreeable letter of commitment to the selected proponent for the South Zone CSF RFP.

We provide this perspective for your consideration in the event Alberta Health receives communication from the selected proponent(s) suggesting that AHS is contractually obliged to enter into a definitive Services Agreement with the selected proponent(s).

Finally, as you know we have been asked about this investigation by the Auditor General's office. Although they had initially asked us to brief them at the November meeting of the Board's Finance and Audit Review Committee, they agreed a separate briefing was more appropriate and subsequently scheduled it for January 10, 2025.

Sincerely,

Athana Mentzelopoulos
President and Chief Executive Officer

Attachments

c: Christine Sewell, Acting Managing Director, Procurement and System Optimization Secretariat

Government of Alberta ■

Corporation/Non-Profit Search
Corporate Registration System

Date of Search: 2024/07/30
Time of Search: 04:11 PM
Search provided by: ALBERTA HEALTH SERVICES - CPSM
Service Request Number: 42648613
Customer Reference Number:

Corporate Access Number: 2025553153
Business Number: 783317555
Legal Entity Name: 2555315 ALBERTA LTD.

Legal Entity Status: Active
Alberta Corporation Type: Numbered Alberta Corporation
Registration Date: 2023/10/16 YYYY/MM/DD

Registered Office:
Street: 5430 136 AVE NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5A0E4

Records Address:
Street: 300-14815 119 AVE NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5L2N9

Email Address: OCORCESCU@CARVERCORPORATION.COM

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
JABER	SAM			5430 136 AVE NW	EDMONTON	ALBERTA	T5A0E4	SAM@JABERSON.COM

Directors:

Last Name: DURAND
First Name: D'ARCY

Street/Box Number: 1101-11933 JASPER AVE NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5K0P1

Last Name: HAWKINS
First Name: KENNETH
Street/Box Number: 2406 CASSELMAN CRES SW
City: EDMONTON
Province: ALBERTA
Postal Code: T6W0W2

Last Name: ISKIW
First Name: BLAYNE
Street/Box Number: 436 SPARLING COURT
City: EDMONTON
Province: ALBERTA
Postal Code: T6X1G9

Last Name: SCHEELAR
First Name: LESLIE
Street/Box Number: 1109 HENSON CLOSE
City: EDMONTON
Province: ALBERTA
Postal Code: T6R2M2

Voting Shareholders:

Legal Entity Name: 2262576 ALBERTA LTD.
Corporate Access Number: 2022625764
Street: 15019 115 ST NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5X1H9
Percent Of Voting Shares: 25

Legal Entity Name: 2268932 ALBERTA LTD.
Corporate Access Number: 2022689323
Street: 436 SPARLING COURT
City: EDMONTON
Province: ALBERTA
Postal Code: T6X1G9
Percent Of Voting Shares: 12

Legal Entity Name: 2553562 ALBERTA LTD.
Corporate Access Number: 2025535622
Street: 201-2520 ELLWOOD DR SW
City: EDMONTON
Province: ALBERTA
Postal Code: T6X0A9
Percent Of Voting Shares: 25.5

Legal Entity Name: 2553565 ALBERTA LTD.
Corporate Access Number: 2025535655
Street: 201-2520 ELLWOOD DR SW
City: EDMONTON
Province: ALBERTA
Postal Code: T6X0A9
Percent Of Voting Shares: 25.5

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: UNLIMITED CLASS A COMMON SHARES
Share Transfers Restrictions: N/A
Min Number Of Directors: 1
Max Number Of Directors: 7
Business Restricted To: N/A
Business Restricted From: N/A
Other Provisions: N/A

Other Information:

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2023/10/16	Incorporate Alberta Corporation
2023/10/16	Update Business Number Legal Entity
2023/10/16	Change Director / Shareholder

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.


REGISTRAR OF
CORPORATIONS

Government of Alberta ■

Corporation/Non-Profit Search
Corporate Registration System

Date of Search: 2024/08/26
Time of Search: 12:21 PM
Search provided by: ALBERTA HEALTH SERVICES - CPSM
Service Request Number: 42809299
Customer Reference Number:

Corporate Access Number: 2025553278
Business Number: 783313158
Legal Entity Name: 2555327 ALBERTA LTD.

Legal Entity Status: Active
Alberta Corporation Type: Numbered Alberta Corporation
Registration Date: 2023/10/16 YYYY/MM/DD

Registered Office:
Street: #108, 150 CHIPPEWA ROAD
City: SHERWOOD PARK
Province: ALBERTA
Postal Code: T8A6A2

Records Address:
Street: #108, 150 CHIPPEWA ROAD
City: SHERWOOD PARK
Province: ALBERTA
Postal Code: T8A6A2

Email Address: ADMIN@PARK-LAW.CA

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
WARD	BRYAN	J.		#108, 150 CHIPPEWA ROAD	SHERWOOD PARK	ALBERTA	T8A6A2	BRYAN@PARK-LAW.CA

Directors:

Last Name: DURAND
First Name: D'ARCY

Street/Box Number: 1101-11933 JASPER AVE NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5K0P1

Last Name: HAWKINS
First Name: KENNETH
Street/Box Number: 2406 CASSELMAN CRES SW
City: EDMONTON
Province: ALBERTA
Postal Code: T6W0W2

Last Name: ISKIW
First Name: BLAYNE
Middle Name: STEVEN
Street/Box Number: 436 SPARLING CRT SW
City: EDMONTON
Province: ALBERTA
Postal Code: T6X1G9

Last Name: SCHEELAR
First Name: LESLIE
Street/Box Number: 1109 HENSON CLOSE
City: EDMONTON
Province: ALBERTA
Postal Code: T6R2M2

Voting Shareholders:

Legal Entity Name: 2262576 ALBERTA LTD.
Corporate Access Number: 2022625764
Street: 15019 115 ST NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5X1H9
Percent Of Voting Shares: 25

Legal Entity Name: 2268932 ALBERTA LTD.
Corporate Access Number: 2022689323
Street: 436 SPARLING COURT
City: EDMONTON
Province: ALBERTA
Postal Code: T6X1G9
Percent Of Voting Shares: 12

Legal Entity Name: 2553562 ALBERTA LTD.
Corporate Access Number: 2025535622
Street: 201-2520 ELLWOOD DR SW
City: EDMONTON
Province: ALBERTA
Postal Code: T6X0A9
Percent Of Voting Shares: 25.5

Legal Entity Name: 2553565 ALBERTA LTD.
Corporate Access Number: 2025535655
Street: 201-2520 ELLWOOD DR SW
City: EDMONTON
Province: ALBERTA
Postal Code: T6X0A9
Percent Of Voting Shares: 25.5

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: UNLIMITED CLASS A COMMON SHARES
Share Transfers Restrictions: N/A
Min Number Of Directors: 1
Max Number Of Directors: 7
Business Restricted To: N/A
Business Restricted From: N/A
Other Provisions: N/A

Other Information:

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2023/10/16	Incorporate Alberta Corporation
2023/10/16	Update Business Number Legal Entity
2023/10/16	Change Director / Shareholder
2024/08/09	Change Address
2024/08/09	Change Agent for Service

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



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Corporation/Non-Profit Search
Corporate Registration System

Date of Search: 2024/08/01
Time of Search: 12:17 PM
Search provided by: ALBERTA HEALTH SERVICES - CPSM
Service Request Number: 42662955
Customer Reference Number:

Corporate Access Number: 2025553302
Business Number: 783310758
Legal Entity Name: 2555330 ALBERTA LTD.

Legal Entity Status: Active
Alberta Corporation Type: Numbered Alberta Corporation
Registration Date: 2023/10/16 YYYY/MM/DD

Registered Office:
Street: 5430 136 AVE NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5A0E4

Records Address:
Street: 300-14815 119 AVE NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5L2N9

Email Address: OCORCESCU@CARVERCORPORATION.COM

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
JABER	SAM			5430 136 AVE NW	EDMONTON	ALBERTA	T5A0E4	SAM@JABERSON.COM

Directors:

Last Name: DURAND
First Name: D'ARCY

Street/Box Number: 1101-11933 JASPER AVE NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5K0P1

Last Name: HAWKINS
First Name: KENNETH
Street/Box Number: 2406 CASSELMAN CRES SW
City: EDMONTON
Province: ALBERTA
Postal Code: T6W0W2

Last Name: ISKIW
First Name: BLAYNE
Street/Box Number: 436 SPARLING CRT SW
City: EDMONTON
Province: ALBERTA
Postal Code: T6X1G9

Last Name: MRAICHE
First Name: SAM
Street/Box Number: 300-14815 119 AVE NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5L2N9

Last Name: SCHEELAR
First Name: LESLIE
Street/Box Number: 1109 HENSON CLOSE
City: EDMONTON
Province: ALBERTA
Postal Code: T6R2M2

Voting Shareholders:

Legal Entity Name: 2262576 ALBERTA LTD.
Corporate Access Number: 2022625764
Street: 15019 115 ST NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5X1H9
Percent Of Voting Shares: 75

Legal Entity Name: 2268932 ALBERTA LTD.

Corporate Access Number: 2022689323
Street: 436 SPARLING COURT
City: EDMONTON
Province: ALBERTA
Postal Code: T6X1G9
Percent Of Voting Shares: 5

Legal Entity Name: 2553562 ALBERTA LTD.
Corporate Access Number: 2025535622
Street: 201-2520 ELLWOOD DR SW
City: EDMONTON
Province: ALBERTA
Postal Code: T6X0A9
Percent Of Voting Shares: 7.5

Legal Entity Name: 2553565 ALBERTA LTD.
Corporate Access Number: 2025535655
Street: 201-2520 ELLWOOD DR SW
City: EDMONTON
Province: ALBERTA
Postal Code: T6X0A9
Percent Of Voting Shares: 7.5

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: UNLIMITED CLASS A COMMON SHARES
Share Transfers Restrictions: N/A
Min Number Of Directors: 1
Max Number Of Directors: 7
Business Restricted To: N/A
Business Restricted From: N/A
Other Provisions: N/A

Other Information:

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2023/10/16	Incorporate Alberta Corporation

2023/10/16	Update Business Number Legal Entity
2023/10/16	Change Director / Shareholder

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From: Jitendra Prasad[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=58D79F153C7D4CA8B517491ED264EFDB-USER_EFE546]
Sent: Wed 1/11/2023 4:49:17 PM (UTC-07:00)
To: Kathy Sokol[Katherine.Sokol@albertahealthservices.ca]
Subject: FW: Resume
Attachment: Hussein Moussa CV 2022.DOC

Hi here is the resume

From: jp24926@gmail.com <jp24926@gmail.com>
Sent: Wednesday, January 11, 2023 2:30 PM
To: Jitendra Prasad <Jitendra.Prasad@albertahealthservices.ca>
Subject: FW: Resume

Caution - This email came from an external address and may contain unsafe content. Ensure you trust this sender before opening attachments or clicking any links in this message

From: Hussein Moussa <hmoussa@mhcaremedical.com>
Sent: November 7, 2022 3:18 PM
To: Jitendra (JP) Prasad <jprasad@mhcaremedical.com>
Subject: Resume

Dear JP,
I hope you're doing well!

Upon our last call, please find the attached document. And please let me know if I need to edit my resume as well.

Have a great rest of your day!
Hussein

Government of Alberta ■

Corporation/Non-Profit Search
Corporate Registration System

Date of Search: 2025/01/06
Time of Search: 09:29 AM
Search provided by: ALBERTA HEALTH SERVICES - CPSM
Service Request Number: 43654279
Customer Reference Number:

Corporate Access Number: 2024703411
Business Number: 754622546
Legal Entity Name: MELEWKA CONSTRUCTION MANAGEMENT SERVICES LTD.

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2022/11/03 YYYY/MM/DD

Registered Office:
Street: 12854 97 ST NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5E6Z4

Records Address:
Street: 12854 97 ST NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5E6Z4

Email Address: TP@TAXPRS.COM

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
ELDASSOUKI	MOHAMED	AHMED		15012 114A ST NW	EDMONTON	ALBERTA	T5X1H3	MELDASSOUKI@OUTLOOK.COM

Directors:

Last Name: ELDASSOUKI
First Name: MOHAMED
Middle Name: AHMED
Street/Box Number: 15012 114A ST NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5X1H3

Voting Shareholders:

Last Name:	ELDASSOUKI
First Name:	MOHAMED
Middle Name:	AHMED
Street:	15012 114A ST NW
City:	EDMONTON
Province:	ALBERTA
Postal Code:	T5X1H3
Percent Of Voting Shares:	100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure:	UNLIMITED CLASS A COMMON SHARES
Share Transfers Restrictions:	N/A
Min Number Of Directors:	1
Max Number Of Directors:	7
Business Restricted To:	N/A
Business Restricted From:	N/A
Other Provisions:	N/A

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2024	2024/10/15

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2022/11/03	Incorporate Alberta Corporation
2022/11/03	Update Business Number Legal Entity
2022/11/03	Change Director / Shareholder
2024/10/03	Change Address
2024/10/15	Enter Annual Returns for Alberta and Extra-Provincial Corp.

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.


REGISTRAR OF
CORPORATIONS

Government of Alberta ■

Corporation/Non-Profit Search
Corporate Registration System

Date of Search: 2025/01/06
Time of Search: 09:36 AM
Search provided by: ALBERTA HEALTH SERVICES - CPSM
Service Request Number: 43654401
Customer Reference Number:

Corporate Access Number: 2012276263
Business Number: 859512527
Legal Entity Name: CARVER PA CORPORATION

Name History:

Previous Legal Entity Name	Date of Name Change (YYYY/MM/DD)
DRESSER LINCOLN HR CORPORATION	2006/04/24

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2006/03/08 YYYY/MM/DD

Registered Office:
Street: 12854 97 ST NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5E6Z4

Records Address:
Street: 12854 97 ST NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5E6Z4

Email Address: TP@TAXPRS.COM

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
MRAICHE	HASSIN	SAM		300-14815 119 AVE NW	EDMONTON	ALBERTA	T5L2N9	SMRAICHE@CARVERCORPORATION.COM

Directors:

Last Name: MRAICHE
First Name: KHALIL
Middle Name: HASSIN

Street/Box Number: 15019 115 ST NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5X1H9

Voting Shareholders:

Legal Entity Name: MHCARE MEDICAL CORPORATION
Corporate Access Number: 2012378036
Street: 300-14815 119 AVE NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5L2N9
Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE ATTACHED SCHEDULE
Share Transfers Restrictions: SEE ATTACHED SCHEDULE
Min Number Of Directors: 1
Max Number Of Directors: 7
Business Restricted To: NO RESTRICTIONS
Business Restricted From: NO RESTRICTIONS
Other Provisions: SEE ATTACHED SCHEDULE

Holding Shares In:

Legal Entity Name
CARVER SAKITAWAK CORPORATION

Associated Registrations under the Partnership Act:

Trade Partner Name	Registration Number
CARVER STAFFING SERVICES	TN12457388
CARVER TRAINING SERVICES	TN12457511

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2024	2024/03/21

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2006/03/08	Incorporate Alberta Corporation
2006/04/24	Name Change Alberta Corporation
2020/02/19	Update BN
2022/10/31	Name/Structure Change Alberta Corporation
2023/11/09	Change Director / Shareholder
2024/03/21	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2024/10/03	Change Address

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2006/03/08
Restrictions on Share Transfers	ELECTRONIC	2006/03/08
Other Rules or Provisions	ELECTRONIC	2006/03/08
Letter - Spelling Error	10000198000494139	2006/04/27
Share Structure	ELECTRONIC	2022/10/31
Restrictions on Share Transfers	ELECTRONIC	2022/10/31
Other Rules or Provisions	ELECTRONIC	2022/10/31

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



Government of Alberta ■

Corporation/Non-Profit Search
Corporate Registration System

Date of Search: 2025/01/06
Time of Search: 09:31 AM
Search provided by: ALBERTA HEALTH SERVICES - CPSM
Service Request Number: 43654316
Customer Reference Number:

Corporate Access Number: 2014185280
Business Number: 802687061
Legal Entity Name: MELEWKA HOMES LTD.

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2008/08/08 YYYY/MM/DD

Registered Office:
Street: 2503 48 AVE
City: ATHABASCA
Province: ALBERTA
Postal Code: T9S0B8

Email Address: MELEWKA@GMAIL.COM

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
SEMAHKEWICH	LEWIS			409 WILLOW DR	SUNSET BEACH	ALBERTA	T9S1R5	MELEWKA@GMAIL.COM

Directors:

Last Name: SEMASHKEWICH
First Name: JOHN
Street/Box Number: 4007 CHAMPAGNE DR
City: ATHABASCA
Province: ALBERTA
Postal Code: T9S1J2

Last Name: SEMASHKEWICH
First Name: LEWIS

Street/Box Number: 4907 - 50TH STREET
City: ATHABASCA
Province: ALBERTA
Postal Code: T9S1E1

Voting Shareholders:

Last Name: SEMASHKEWICH
First Name: JOHN
Street: 4007 CHAMPAGNE DR
City: ATHABASCA
Province: ALBERTA
Postal Code: T9S1J2
Percent Of Voting Shares: 50

Last Name: SEMASHKEWICH
First Name: LEWIS
Street: 409 WILLOW DRIVE
City: SUNSET BEACH
Province: ALBERTA
Postal Code: T9S1R5
Percent Of Voting Shares: 50

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE ATTACHED
Share Transfers Restrictions: SEE ATTACHED
Min Number Of Directors: 1
Max Number Of Directors: 10
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE ATTACHED

Associated Registrations under the Partnership Act:

Trade Partner Name	Registration Number
ALL NATIONS COMMUNITY TRAINING SERVICES	TN17350489
MELEWKA STRUCTURES & DESIGN	TN16907834

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2024	2024/07/05

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2008/08/08	Incorporate Alberta Corporation
2019/12/20	Change Address
2020/02/19	Update BN
2024/07/05	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2024/07/29	Change Director / Shareholder

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2008/08/08
Restrictions on Share Transfers	ELECTRONIC	2008/08/08
Other Rules or Provisions	ELECTRONIC	2008/08/08

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



From: Christine Sewell
To: Athana Mentzelopoulos; Corinne Semeniuk
Cc: Chris S Nickerson
Subject: RE: CSFs Letter
Date: December 23, 2024 1:32:53 PM

Thank you Athana, recognizing the time of year and the potential volume of records – is it doable to have a first wave of information over to us by January 6? Piecemeal will work for us if that is easier for your team as well. Please feel free to give me a call if you'd like to discuss further,

Thanks
Christine

Classification: Protected A

From: Athana Mentzelopoulos <Athana.Mentzelopoulos@albertahealthservices.ca>
Sent: Monday, December 23, 2024 11:52 AM
To: Corinne Semeniuk <Corinne.Semeniuk@gov.ab.ca>
Cc: Christine Sewell <Christine.Sewell@gov.ab.ca>
Subject: RE: CSFs Letter

CAUTION: This email has been sent from an external source. Treat hyperlinks and attachments in this email with care.

Thank you.

Can you advise how quickly you wish to receive this information? We have been conducting this investigation and forensic audit with the assistance of external resources and, given proximity to Christmas, will need a few days to put it together for you. Please let me know.
Thanks
athana

Classification: Protected A

From: Corinne Semeniuk <Corinne.Semeniuk@gov.ab.ca>
Sent: Monday, December 23, 2024 11:49 AM
To: Athana Mentzelopoulos <Athana.Mentzelopoulos@albertahealthservices.ca>
Cc: Christine Sewell <Christine.Sewell@gov.ab.ca>
Subject: CSFs Letter

Caution - This email came from an external address and may contain unsafe content. Ensure you trust this sender before opening attachments or clicking any links in this message

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Hi Athana,

Please find attached a letter to AHS regarding CSFs.

Thank you,

Corinne Semeniuk on behalf of Chris Nickerson

Corinne Semeniuk
Executive Support to Chris Nickerson, ADM
Acute Care Division
Alberta Health

780-427-7292
Corinne.Semeniuk@gov.ab.ca

Classification: Protected A

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10025 Jasper Avenue NW
P.O. Box 1360 Stn Main
Edmonton AB T5J 2N3
Canada
www.health.alberta.ca

December 23, 2024

Athana Mentzelopoulos
President & Chief Executive Officer
Alberta Health Services
14th Floor, North Tower
Seventh Street Plaza
10030-107 St NW
Edmonton AB T5J3E4

Central and South Zone CSF

Dear Athana Mentzelopoulos,

As the designate of the Assistant Deputy Minister, Acute Care, further to section 2(d) of Directive D15-2024 (Health System Refocus – Chartered Surgical Facilities) (the "Directive"), this letter serves as a direction relating to Alberta Health Services' (AHS):

(a) Request for Proposal AHS 2022-2540 Central Zone Chartered Surgical Facility Services and Associated Services; and
(b) Request for Proposal AHS-2022-2763 South Zone Surgical Facility Services and Associated Services;

(the "CSF Procurements").

More specifically, in accordance with sections 2(a) and (d) of the Directive, which empower the Department to lead negotiations and discussions related to CSFs, this letter is to advise that the Department will be assuming responsibility for conducting due diligence for the CSF Procurements including due diligence with respect to any selected proponents. As such, effective immediately, AHS shall cease any due diligence underway with respect to the CSF Procurements or any selected proponent unless and until further notified.

In addition, pursuant to sections 2(b) and 3(a) of the Directive, AHS is directed to provide to Alberta Health all reports, data, or information in its possession necessary to conduct any due diligence for the CSF Procurements or any selected proponent. This

includes, without limitation, any findings or reports arising from any investigation or review conducted or initiated by AHS with respect to the CSF Procurements or any of the selected proponents. Any privileged information related to the CSF Procurements or any selected proponent must be provided to Alberta Health's legal counsel.

Any questions with respect to the foregoing should be directed to Christine Sewell, Acting Managing Director, Procurement and System Optimization Secretariat.

Sincerely,



Chris Nickerson
Assistant Deputy Minister, Acute Care Division
Alberta Health

Cc: Christine Sewell, Acting Managing Director, Procurement and System Optimization Secretariat, Alberta Health

December 18, 2024

2555327 Alberta Ltd.
Suite 300, 14815 – 119 Avenue
Edmonton, AB T5L 2N9
Attn: Dr. Les Scheelar
Delivered via email

2555315 Alberta Ltd
2503 103A Street SW
Edmonton, AB T6W 4Y9
Attn: Dr. Les Scheelar
Delivered via email

Dear Dr. Les Scheelar:

Re: Request for Proposal AHS 2022-2540
Central Zone Chartered Surgical Facility Services and Associated Services

Request for Proposal AHS-2022-2763
South Zone Surgical Facility Services and Associated Services

To support the necessary ongoing due diligence for these procurements and reinforce our ability to proceed with alacrity, Alberta Health Services (AHS) requests the information listed below. Additional information may subsequently be requested if the information provided does not permit AHS to fully assess the bid submission. Provision of this information will help support the integrity of AHS' procurement processes.

Each of the questions noted below pertain to both the Central Zone and South Zone RFPs, with the exception that references to 2555327 Alberta Ltd. and 2555330 Alberta Ltd. pertain only to the Central Zone RFP and 2555315 Alberta Ltd. pertains only to the South Zone RFP.

1. Please identify whether "Canadian Surgical and Medical Network" is a legal entity. If it is a trade name, identify the legal entity for which it is a trade name.

2. Please identify whether "Alberta Surgical Group" is a legal entity. If it is a trade name, identify the legal entity for which it is a trade name.

3. If Canadian Surgical and Medical Network or Alberta Surgical Group refer to unincorporated legal entities, please provide the date on which they were established and provide the constating documents.

4. Please identify any person who directly or indirectly holds or has held shares or ownership interests in the following entities from September 7, 2022, to present:

    a. "Alberta Surgical Group"

    b. "Canadian Surgical and Medical Network"

    c. 2555315 Alberta Ltd.

    d. 2555327 Alberta Ltd.; and

    e. 2555330 Alberta Ltd.

DRAFT

If any of the persons identified in response to this question are current or former employees of or consultants to AHS or the Government of Alberta ("Employees/Consultants"), please provide details about their ownership interest such as: the consideration they provided in exchange for their ownership interest, when they were offered the ownership interest, when they acquired the ownership interest, and any written agreement relating to their acquisition of the ownership interest.

5. Please identify all employment or consulting relationships between any Employee/Consultant and the entities listed in question 4 or other persons or entities who directly or indirectly have an interest in the entities listed in question 4 (the "RFP Interested Parties").

    a. Please provide the dates of the Employee/Consultant's employment or consulting contracts with the RFP Interested Party.

    b. Please provide the dates on which the Employee/Consultant was initially offered employment or a consulting contract by the RFP Interested Party.

    c. Please describe the role of any Employee/Consultant in the proposals submitted by the selected proponents of the RFPs and any other proposals for the RFPs in which any of the RFP Interested Parties had a direct or indirect financial interest.

6. Please describe any changes to the RFP Interested Parties between September 7, 2022 and present.

7. Except as previously provided in response to the foregoing questions, please disclose anything of value provided to any Employee/Consultant by the RFP Interested Parties from December 1, 2019 to present.

8. Please provide for each of 2555327 Alberta Ltd. and 2555315 Alberta Ltd entities: (Note: in case there are any other additional entities being considered please provide the information in the same manner.)

    a. A copy of the organization's consolidated audited financial statements for at least the past two fiscal years, prepared in accordance with generally accepted accounting principles as provided in the Handbook of the Canadian Institute of Chartered Accountants;

    b. If audited financial statements are not prepared or available, statements prepared in accordance with generally accepted accounting principles as provided and reviewed in accordance with the generally accepted auditing standards of the Institute of Accountants by a member of the Institute of Chartered Accountants, Society of Certified General Accountants or Society of Certified Management Accountants must be provided;

    c. A current fiscal "year to date" un-audited Income Statement and Balance Sheet;

DRAFT

d. If financial statements are not available due to recent incorporation or recent business establishment, then Financial Statements of the principals of the business or the major shareholders must be provided; and

e. Pro-forma financial statements that reflect the proposed purchase that includes a Balance Sheet, Income Statement and Statement of Cash Flows

Please submit the requested information to Thiago Braga (thiago.braga@ahs.ca) and Christine Sewell (christine.sewell@gov.ab.ca) as one complete package no later than January 13, 2025; if you require additional time for this request or wish to discuss, please advise.

We look forward to continuing work with you on this initiative as AHS endeavours to facilitate the provision of chartered surgical services to Albertans.

Sincerely,

Michael Lam
Interim Vice President,
Corporate Services and Chief Financial Officer

Thiago Braga
Senior Program Officer
Contracting, Procurement & Supply Management

cc. Christine Sewell, Managing Director, Procurement & System Optimization Secretariat

DRAFT

From: Rhonda Vandenberg
To: Athana Mentzelopoulos; Andrea Beckwith-Ferraton
Cc: Michael Lam (Finance)
Subject: FW: Correspondence from the Office of M. Lam - Alberta Health Services
Date: January 7, 2025 4:23:01 PM
Attachments: image001.png

Hi,

Sending this forward at Mike's request….

Thanks so much,
Rhonda

From: Keri Shannon <kshannon@mhcaremedical.com>
Sent: Tuesday, January 07, 2025 4:18 PM
To: Rhonda Vandenberg <Rhonda.Vandenberg@albertahealthservices.ca>
Cc: Michael Lam (Finance) <Michael.Lam@albertahealthservices.ca>
Subject: Re: Correspondence from the Office of M. Lam - Alberta Health Services

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To Whom It May Concern,

We are in receipt of your correspondence dated December 20, 2024, with a deadline to reply, no later than January 8, 2025. Unfortunately, our office was closed over the holidays, and I was out of the office until January 6, 2025. With the specific requests being made, time is needed to put the information together, and we will need to consult legal counsel to make sure all information being requested, needs to be legally provided. As such, we will reply on or before February 7th, 2025.

Thank you,

Keri

From: Rhonda Vandenberg <Rhonda.Vandenberg@albertahealthservices.ca>
Date: Friday, December 20, 2024 at 2:30 PM
To: Keri Shannon <kshannon@mhcaremedical.com>
Cc: Michael Lam (Finance) <Michael.Lam@albertahealthservices.ca>
Subject: Correspondence from the Office of M. Lam - Alberta Health Services

Good Afternoon,

Please find attached correspondence from Michael Lam, Interim VP, Corporate Services and Chief Financial Officer.

There will be no hard copy to follow.

Thank you,
Rhonda

Director – Corporate Services

Office of the Vice President, Corporate Services and CFO
Office of the Chief Audit Executive, Internal Audit and ERM



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Alberta Health

TO: Alberta Health Services ("**AHS**")

	Directive: D15-2024
Health System Refocus – Chartered Surgical Facilities	**Effective Date:** Upon signing
	Issuer: Minister of Health

WHEREAS:

A. Pursuant to section 1.1(1) of the *Provincial Health Agencies Act* ("**PHAA**") the Minister of Health (the "**Minister**"), as oversight Minister, is responsible for the strategic direction of the health care system in Alberta and, pursuant to section 1.1(2), may do any thing the Minister considers necessary to carry out the Minister's responsibilities for the strategic direction of the health care system;

B. The Minister and the Department of Health (the "**Department**"), working with AHS and other Ministries (including, without limitation, the Department of Mental Health and Addiction), are implementing a health system refocus, part of which will involve the creation of a number of provincial health agencies (including an acute care agency) and other organizations (collectively, "**Health Sector Organizations**") which, together, will deliver health care to Albertans (the "**Health System Refocus**");

C. As part of the Health System Refocus, and pursuant to section 1.9 of the PHAA, four (4) health services sectors have been established including an acute care health services sector ("**Acute Care Health Services Sector**");

D. Pursuant to the Act, the Minister is the sector Minister responsible for the Acute Care Health Services Sector and, pursuant to section 1.2(1) of the PHAA, is responsible for its strategic direction;

E. Pursuant to section 1.92(1) of the PHAA, the Minister intends, as sector Minister, to establish a provincial health agency, separate and distinct from AHS, (the "**Acute Care Provincial Health Agency**") which, pursuant to section 1.95(1) of the PHAA, will be responsible for the delivery of health services and the oversight and coordination of the delivery of health services in the Acute Care Health Services Sector and which shall otherwise do those things as provided for in section 1.95(2) of the PHAA;

F. Pursuant to section 6.1 of the PHAA, AHS shall exercise its powers and carry out its duties, responsibilities and functions under the PHAA in accordance with, among other things set out in such section, the strategic direction of the Minister, as oversight and

sector Minister for the Acute Care Health Services Sector, and in accordance with any directives issued under section 8(b) of the PHAA;

G. Chartered surgical facilities, designated as such pursuant to the provisions of the *Health Facilities Act* ("**CSFs**"), along with the surgical services provided therein, represent a critical component of Alberta's health care system;

H. Considering the Health System Refocus, the importance of CSFs as a component of Alberta's health care system, and the importance of ensuring continuity with respect to the provision of surgical services within CSFs, the Department intends to take an enhanced role with respect to CSFs;

I. Pursuant to section 8(b) of the PHAA, the Minister, as oversight Minister, may issue directives that must be followed by AHS as a regional health authority in exercising its powers or carrying out the duties, responsibilities, or functions under the PHAA and its associated regulations;

J. Pursuant to section 16(1)(b) of the PHAA, the Minister, as oversight Minister, may, if the Minister considers that it is in the public interest to do so, do any other thing that the Minister considers necessary to promote and ensure the delivery of health services in Alberta;

K. Pursuant to section 21(1) of the PHAA, for the purposes of ensuring the PHAA and its regulations thereunder are complied with, the Minister, as sector Minister for the Acute Care Health Services Sector, or a person authorized by the Minister (an "**Authorized Person**"), may enter and inspect any place under the jurisdiction of AHS and require the production for examination of any documents or records in the possession of AHS and make copies of them or temporarily remove them for the purpose of making copies; and

L. To give effect to the foregoing, the Minster has issued this directive (the "**Directive**");

THEREFORE, pursuant to sections 1.1(2)(h), 6.1, 8(b), 16(1)(b), and 21(1) of the PHAA, I, Adriana LaGrange, Minister of Health, direct as follows:

1. Strategic and Operational Alignment

AHS shall take all measures and steps as may be necessary to ensure that all matters related to CSFs are strategically and operationally aligned with the objectives of the Health System Refocus in such a manner that there is no disruption to continuity of care, clinical operations, or the patient experience.

2. *CSF Negotiations*

(a) AHS will take all steps required to ensure that the Department is properly enabled, until such time as the Acute Care Provincial Health Agency is established or such other time as the Minister may direct, to allow the Department to, at its discretion, direct and lead any negotiations and discussions that AHS is having, or will have, with respect to any agreements, or possible agreements, touching on or concerning CSFs.

(b) With respect to matters where the Department has exercised its discretion to direct and lead negotiations and discussions as contemplated in section 2(a) of this Directive, the Department may seek input and comment from AHS with respect to such negotiations and discussions and AHS shall in a timely manner provide such input and comment for the Department's consideration.

(c) AHS shall provide the Department with such reports and information with respect to CSFs including, without limitation, any discussions, negotiations, agreements, or possible agreements, touching on or concerning CSFs, as the Assistant Deputy Minister, Acute Care, or their designate may direct (the "**Identified ADM**").

(d) In addition, AHS shall take immediate steps, in consultation with the Department, to extend its November 1, 2022 agreement with Alberta Surgical Group Ltd. to and including April 30, 2025, with adjustments to procedural volumes and costs per procedure as provided for in Schedule A hereto.

(e) The Identified ADM may issue directions to AHS, which directions shall support the objectives set out in this Directive, and AHS shall implement such directions and do such other things as may be necessary to give effect to such directions.

3. *Reporting and Information Sharing*

(a) AHS shall provide such reports, data, or information respecting CSFs or the subject matter of this Directive as the Minister, the Identified ADM, or such other officials of the Department may from time-to-time request. Upon receiving a request as contemplated herein, AHS shall provide such additional information within the timeframe contemplated in the request or, if no timeframe is specified, within seven (7) calendar days of such request.

(b) AHS shall permit any Authorized Person to enter and inspect any place under the jurisdiction of AHS and require the production for examination of any documents or records in the possession of AHS, including any raw or processed data and information, and make copies of them or temporarily remove them for the purpose of making copies.

4. Joint Communications Strategy

AHS shall work with the Identified ADM to develop a joint communications strategy with respect to matters set out in this Directive. Until such time as the joint communications strategy is developed, AHS shall not, without the prior written consent of the Department, make any public announcement or communicate with any news, other media, or health system stakeholder with respect to matters set out in this Directive.

5. Additional Matters - Funding

AHS shall fund all actions required in this Directive from its fixed global budget and will not receive further funding from the Department or any Health Sector Organization for these actions.

Signed at Red Deer, Alberta on the 15 day of October, 2024.

Adriana LaGrange
Minister
Alberta Health

Schedule A to Ministerial Directive D15-2024

Alberta Surgical Group – Extension Volumes – October 31, 2024 to April 30, 2025

Arthroplasty	1080
Non-Arthroplasty	680
Spine	208

Alberta Surgical Group – Extension Procedure Rates – October 31, 2024 to April 30, 2025

Hip Arthroplasty	$6,950
Knee Arthroplasty	$6,950
Knee-Shoulder	$10,500

December 20, 2024

Keri Shannon
Chief Operating Officer
MHCare Medical
kshannon@mhcaremedical.com

Dear Ms. Shannon,

Re: Supply Agreement #CLM208498, dated July 24, 2023

Alberta Health Services ("AHS") and MHCare Medical ("MHCare") are parties to the above-referenced Supply Agreement. They are also parties to Purchase Order INE4550755 ("PO"), dated December 9, 2022, through which AHS ordered 5M bottles of pediatric liquid analgesic from MHCare as the supplier of the same for a total price of $70M.

When the Supply Agreement was executed on July 24, 2023, MHCare was then holding approximately $21.2M in prepaid amounts that AHS had issued in connection with the PO. After executing the Supply Agreement, AHS issued another prepayment to MHCare in the amount of $28M. MHCare has therefore been holding approximately $49.2M in prepaid amounts for well over a year.

The Supply Agreement required MHCare to promptly initiate the Health Canada importation approval process for Acetaminophen IV 10 mg/ml upon AHS' release of the $28M prepayment. The Supply Agreement also required MHCare to keep AHS regularly informed as to the status of the Health Canada importation approval process, and the expected first shipment date of Acetaminophen IV 10 mg/ml. Despite these commitments, MHCare has provided AHS with limited written documentation regarding the status of Health Canada's importation approval process, and no information that we can find on file with respect to MHCare's handling and use of the prepaid amounts.

Given these circumstances, it is unclear whether the Supply Agreement is being performed in accordance with its terms and conditions. AHS is therefore requesting a detailed status update on MHCare's outstanding commitments under the Supply Commitment, as well as a full accounting and reconciliation of the prepayments AHS made to MHCare in connection with both the PO and the Supply Agreement no later than January 8, 2025. We ask that you give this request your full and timely attention.

On a related note, it has come to our attention that one or more former AHS employees was or were affiliated in some fashion with MHCare in and around November 2022. Can you please provide us with details of that affiliation, including whether they were an employee or consultant to MHCare, and when that engagement started and stopped.

Sincerely,

Michael Lam, CPA, CA, CHE
Interim VP Corporate Services and CFO
Alberta Health Services

From:	Corinne Semeniuk
To:	Athana Mentzelopoulos
Cc:	Christine Sewell
Subject:	CSFs Letter
Date:	December 23, 2024 11:48:46 AM
Attachments:	2024 12 23 - Letter to AHS re CSFs.pdf

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Hi Athana,

Please find attached a letter to AHS regarding CSFs.

Thank you,

Corinne Semeniuk on behalf of Chris Nickerson

Corinne Semeniuk
Executive Support to Chris Nickerson, ADM
Acute Care Division
Alberta Health

780-427-7292
Corinne.Semeniuk@gov.ab.ca

Classification: Protected A

10025 Jasper Avenue NW
P.O. Box 1360 Stn Main
Edmonton AB T5J 2N3
Canada
www.health.alberta.ca

December 23, 2024

Athana Mentzelopoulos
President & Chief Executive Officer
Alberta Health Services
14th Floor, North Tower
Seventh Street Plaza
10030-107 St NW
Edmonton AB T5J3E4

Central and South Zone CSF

Dear Athana Mentzelopoulos,

As the designate of the Assistant Deputy Minister, Acute Care, further to section 2(d) of Directive D15-2024 (Health System Refocus – Chartered Surgical Facilities) (the "Directive"), this letter serves as a direction relating to Alberta Health Services' (AHS):

(a) Request for Proposal AHS 2022-2540 Central Zone Chartered Surgical Facility Services and Associated Services; and
(b) Request for Proposal AHS-2022-2763 South Zone Surgical Facility Services and Associated Services;

(the "CSF Procurements").

More specifically, in accordance with sections 2(a) and (d) of the Directive, which empower the Department to lead negotiations and discussions related to CSFs, this letter is to advise that the Department will be assuming responsibility for conducting due diligence for the CSF Procurements including due diligence with respect to any selected proponents. As such, effective immediately, AHS shall cease any due diligence underway with respect to the CSF Procurements or any selected proponent unless and until further notified.

In addition, pursuant to sections 2(b) and 3(a) of the Directive, AHS is directed to provide to Alberta Health all reports, data, or information in its possession necessary to conduct any due diligence for the CSF Procurements or any selected proponent. This

includes, without limitation, any findings or reports arising from any investigation or review conducted or initiated by AHS with respect to the CSF Procurements or any of the selected proponents. Any privileged information related to the CSF Procurements or any selected proponent must be provided to Alberta Health's legal counsel.

Any questions with respect to the foregoing should be directed to Christine Sewell, Acting Managing Director, Procurement and System Optimization Secretariat.

Sincerely,



Chris Nickerson
Assistant Deputy Minister, Acute Care Division
Alberta Health

Cc: Christine Sewell, Acting Managing Director, Procurement and System Optimization Secretariat, Alberta Health

COURT FILE NUMBER	2503-02991
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFF	ATHANA MENTZELOPOULOS
DEFENDANT	ALBERTA HEALTH SERVICES, HIS MAJESTY THE KING IN RIGHT OF ALBERTA as represented by ADRIANA LAGRANGE in her capacity as MINISTER OF HEALTH
DOCUMENT	APPLICATION BY THE PLAINTIFF, ATHANA MENTZELOPOULOS, for Partial Summary Judgment against the Crown
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Tingle Merrett LLP 1250, 639 – 5th Avenue SW Calgary, AB T2P 0M9 Lawyer: W. E. Brett Code, K.C. / Amy Cooper Email: bcode@tinglemerrett.com / acooper@tinglemerrett.com Telephone: 403-813-1503 Fax: 403 571-8008 File No.: 9863.001 AND Seveny Scott Suite 3155, Manulife Place 10180 – 101st Street Edmonton, AB T5J 3S4 Lawyer: Dan Scott, K.C. Telephone: 780-638-6061 Fax: 780-638-6062

I, W. E. Brett Code, Barrister and Solicitor, A Notary Public in and for the Province of Alberta, residing at the City of Calgary, in the Province of Alberta, do certify and attest in accordance with *Remote Questioning of Affidavits,* the following:

1. The Affidavit of Athana Mentzelopoulos was sworn on June 6, 2025 (the "**Affidavit**");
2. The Deponent, Athana Mentzelopoulos, was not physically present before me at the time of notarizing the Affidavit;

3. The Deponent, Athana Mentzelopoulos, did show me the front and back of her current government issued identification, and I am satisfied that the video image of the Deponent is Athana Mentzelopoulos and that the identification shown to me was valid and current;
4. Both myself and the Deponent, Athana Mentzelopoulos, reviewed had before us identical pdf copies of the Affidavit and the Exhibits;
5. I did administered the oath that the Deponent, Athana Mentzelopoulos, swore, and I watched the Deponent Athana Mentzelopoulos, sign her name to the Affidavit;
6. The Deponent, Athana Mentzelopoulos, sent me the signed signature page electronically;
7. Knowing that the pdf copies were identical, I affixed my name to the jurat; and
8. I am satisfied that it was necessary to commission the Affidavit by videoconference rather than in person.

Signed at the City of Calgary, in the Province of Alberta, this 6th day of June, 2025.



A Notary Public in and for Alberta, Canada
W. E. Brett Code, K.C.
Barrister and Solicitor