



Province of Alberta

CHILD, YOUTH AND FAMILY ENHANCEMENT ACT

CHILD, YOUTH AND FAMILY ENHANCEMENT REGULATION

Alberta Regulation 160/2004

With amendments up to and including Alberta Regulation 31/2019

Current as of February 28, 2019

Office Consolidation

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(Consolidated up to 31/2019)

ALBERTA REGULATION 160/2004

Child, Youth and Family Enhancement Act

CHILD, YOUTH AND FAMILY ENHANCEMENT REGULATION

Table of Contents

- 1 Definitions
- 2 Forms
- 3 Secure services facilities
- 4 Director's qualifications

**Part 1
General Provisions**

- 5 Mediation
- 6 Post-18 support, financial assistance
- 7 Duty to keep records
- 8 Annual permanent placement plans report
- 10 Supports for permanency

**Part 2
Section 105.8 Financial Assistance**

- 11 Definitions
- 12 Director may provide financial assistance
- 13 Application for financial assistance
- 14 Annual eligibility review form
- 15 Basic monthly benefit
- 16 Eligibility requirements
- 17 Deductions from basic monthly benefit
- 18 Supplementary benefits
- 19 Child care costs
- 20 Out-of-school-care costs
- 21 School expenses
- 22 Health services and benefits
- 23 Annual supplementary enhancement benefit
- 24 Changes in circumstances
- 25 Recovery of unauthorized payments
- 26 Duty to keep documents and records

Part 3
Repeal, Expiry and Coming into Force

- 27 Repeal
- 28 Expiry
- 29 Coming into force

Schedules

- Form 1 Family Enhancement Agreement with a Guardian or Custodian
- Form 2 Custody Agreement with a Guardian
- Form 3 Permanent Guardianship Agreement
- Form 4 Access or Consultation Agreement
- Form 6 Secure Services Certificate
- Form 7 Secure Services Plan
- Form 8 Home Study Report for Private Guardianship
- Form 9 Transition to Independence Plan
- Form 10 Enhancement Agreement with a Youth
- Form 11 Custody Agreement with a Youth
- Form 12 Support and Financial Assistance Agreement
- Form 13 Supports for Permanency Agreement
- Form 14 Application for Child and Youth Support
- Form 15 Annual Eligibility Review
- Form 16 Request for Administrative Review of a Director's Decision
- Form 17 Notice of Appeal to the Appeal Panel
- Form 18 Agreement to Pay Child Support to a Director
- Form 19 Notice of Request For Financial Information
- Form 20 Cultural Connection Plan

Definitions

1(1) In this Regulation, “Act” means the *Child, Youth and Family Enhancement Act*.

(2) For the purposes of Part 1, Division 5 and Part 2 of the Act, “qualified person” means

- (a) an individual who is registered on the general register category of the regulated members register of the Alberta College of Social Workers, or
- (b) a person who in the opinion of the Minister is qualified because of the person’s education and experience.

(3) For the purposes of the Act, “alternative dispute resolution” means mediation.

Forms

2(1) The forms prescribed for the purposes of the Act related to this Regulation are the forms in Schedule 1.

(2) A plan referred to in section 52(1.3) or 63(1)(f), (2)(f) or (3)(e) of the Act must be

- (a) in Form 20 as set out in Schedule 1, or
- (b) in another form satisfactory to a director that includes at least the information required by Form 20.

AR 160/2004 s2;277/2009;31/2019

Secure services facilities

3 The facilities listed in Schedule 2 are secure services facilities for the purposes of the Act.

Director's qualifications

4 For the purposes of this Act, the qualifications required for a person to be appointed as a director are that the person

- (a) holds a master degree in social work and has 10 years' direct experience in the delivery of intervention services, or
- (b) has a combination of education and experience considered by the Minister to be equivalent to that described in clause (a).

**Part 1
General Provisions**

Mediation

5(1) A person who conducts alternative dispute resolution by mediation under section 3.1 of the Act must

- (a) have qualifications or experience, or a combination of both, satisfactory to a director, and
- (b) be agreed to by all parties to the mediation.

(2) A person who conducts alternative dispute resolution by mediation must use a process that facilitates the parties to the mediation to make their own decisions to resolve the dispute.

Post-18 support, financial assistance

6(1) A director may enter into an agreement in Form 12 of Schedule 1 with a person described in section 57.3 of the Act with respect to the provision of support and financial assistance required to assist or enable the person to establish or maintain an independent living arrangement if, in the opinion of the director, the support and financial assistance are not reasonably available to the person from other sources.

(2) An agreement referred to in subsection (1) must include a plan for the person's transition to independence and adulthood.

(3) An agreement referred to in subsection (1) may provide support and financial assistance that are required for the health, well-being and transition to independence and adulthood of the person referred to in section 57.3 of the Act, including

- (a) living accommodation,
- (b) financial assistance related to necessities of life,
- (c) if the person is less than 20 years of age, financial assistance related to training and education,
- (d) if the person is less than 20 years of age, health benefits, and
- (e) any other services that may be required to enable the person to live independently or achieve independence.

(4) No agreement referred to in subsection (1) may be entered into or remains in force after the person's 24th birthday.

AR 160/2004 s6;147/2014;31/2019

Duty to keep records

7 For the purposes of section 127 of the Act, a director must keep records with respect to a child who is the subject of an investigation, agreement or order under the Act or any predecessor to the Act.

Annual permanent placement plans report

8(1) A report referred to in section 34.1 of the Act must be made annually for the calendar year immediately preceding the preparation of the report, and must be provided to the Minister at the time required by the Minister.

(2) The report must not contain identifying information respecting any child but must indicate

- (a) the total number of children who were the subject of permanent guardianship agreements or orders at any time during the year for which the report is made,
- (b) the average length of time that the children referred to in clause (a) were the subjects of permanent guardianship agreements or orders, and
- (c) the categories of permanent placement considered by the director for the children referred to in clause (a) and the number of children placed in each category during the year for which the report is made.

AR 160/2004 s8;277/2009

9 Repealed AR 277/2009 s4.

Supports for permanency

10(1) In this section, “supports for permanency recipient” means a person to whom financial assistance is provided under section 105.795 of the Act.

(2) The financial assistance that may be provided pursuant to section 105.795 of the Act is the following:

- (a) the basic maintenance rate available for a child in foster care;
- (b) the cost of parental respite services to a maximum of 576 hours annually, as determined by a director, for all children in respect of whom the supports for permanency recipient is receiving financial assistance under section 105.795 of the Act combined, at an hourly rate determined by the director;
- (c) in the case of a child who is a First Nation Individual, the cost of travel, as determined by a director, of the child, the supports for permanency recipient and the recipient’s other family members
 - (i) to and from the child’s band, community or extended family for the purpose of respecting, supporting and preserving the child’s Indigenous identity, culture, heritage, spirituality, language and traditions, and
 - (ii) for other purposes related to respecting, supporting and preserving the child’s Indigenous identity, culture, heritage, spirituality, language and traditions

to an annual maximum determined by a director;

- (d) the cost or partial cost, to a maximum determined by a director, for the provision of orthodontic treatment for the child recommended by a dentist as medically necessary, to the extent that payment for the treatment is not available from another program or source and the financial assistance is the supports for permanency recipient's last resort;
- (e) if the child has behavioural or emotional problems,
 - (i) the cost of up to 10 one-hour counselling sessions annually at an hourly rate determined by a director,
 - (ii) the cost of treatment of the child in a residential facility satisfactory to a director, to an annual maximum determined by the director, if the director is of the opinion that the placement of the child is likely to break down without the treatment,
 - (iii) up to \$70 weekly, as determined by a director, to purchase any additional services required to address the child's additional needs with respect to behavioural or emotional problems, and
 - (iv) the cost or partial cost, to a maximum determined by the director, of a medical or psychological assessment of the child that is necessary to establish eligibility for other programs or services, if the supports for permanency recipient is not eligible to receive payment for the assessment from another program or source and the financial assistance is the supports for permanency recipient's last resort.

(3) Financial assistance under section 105.795 of the Act may only be provided pursuant to an agreement entered into in Form 13 of Schedule 1.

(4) Either party to an agreement referred to in subsection (2) may cancel the agreement on 30 days' written notice to the other party.

(5) An adult person who is caring for a child and who has applied to a court for guardianship of the child or to adopt the child must

- (a) provide a filed copy of the application and of any order made with respect to the application to a director, and
- (b) meet any other requirements as specified by the director

to be provided with financial assistance under section 105.795(2) of the Act.

(6) A director must review an agreement referred to in subsection (2)

- (a) at least every 6 months in a case in which financial assistance is being provided under section 105.795(2) of the Act and at least annually in every other case, and
- (b) within 30 days after receiving a written request for a review from the supports for permanency recipient.

(7) Without limiting the application of subsection (4), if, after a review under subsection (6) or after a director receives information about a change in circumstance, the director is of the opinion that

- (a) the needs of the child have changed, or
- (b) the financial ability of the supports for permanency recipient to maintain the child or to pay for the services required to meet the needs of the child has changed,

the director may, at the discretion of the director, immediately, or on 30 days' written notice to the supports for permanency recipient, vary or cancel the agreement.

AR 160/2004 s10;163/2006;277/2009;31/2019

Part 2

Section 105.8 Financial Assistance

Definitions

11 In this Part,

- (a) "basic monthly benefit" means the basic monthly benefit referred to in section 15;
- (b) "caregiver" means the adult person who cares for a child within the meaning of section 105.8 of the Act.

Director may provide financial assistance

12 A director may, in accordance with this Part, provide benefits under this Part to a caregiver in respect of a child referred to in section 105.8 of the Act.

Application for financial assistance

13(1) An application by a caregiver for a basic monthly benefit must be in Form 14 of Schedule 1 and must be submitted to a director.

(2) If application is made in respect of more than one child under the caregiver's care, a separate application must be submitted in respect of each child.

Annual eligibility review form

14(1) A caregiver who receives a basic monthly benefit must provide an annual eligibility review form in Form 15 of Schedule 1 to a director on request.

(2) A separate annual eligibility review form must be submitted for each child under the caregiver's care in respect of whom a basic monthly benefit is being paid.

(3) If a caregiver fails to submit the annual eligibility review form as required under this section, the director may withhold any further benefits under this Part until the form is submitted.

Basic monthly benefit

15 The caregiver of a child who meets the eligibility requirements of section 105.8 of the Act and this Part is entitled to receive financial assistance in the form of a basic monthly benefit in respect of the child in an amount equal to,

- (a) in the case of a child who is less than 12 years of age, the difference between \$105 and the total monthly deductions calculated in accordance with section 17, and
- (b) in the case of a child who is 12 years of age or older, the difference between \$148 and the total monthly deductions calculated in accordance with section 17.

Eligibility requirements

16(1) A basic monthly benefit may be paid in respect of a child if the child is occupied full-time in one or more of the following:

- (a) employment;
- (b) an education program acceptable to a director;
- (c) an employment training program acceptable to a director.

(2) A basic monthly benefit may not be paid in respect of a child if any of the following circumstances apply:

- (a) if the child has a monthly gross employment income that exceeds \$1000, unless the child is also attending a full-time educational program or training program described in subsection (1);

- (b) if the child is married to the child's caregiver or is living with the caregiver in a relationship of interdependence as defined in the *Adult Interdependent Relationships Act*;
- (c) if the child's caregiver is the child's biological or adoptive parent.

(3) Despite subsection (1), a director may pay a basic monthly benefit if the director is satisfied that, due to the child's age or for medical reasons, the child is unable to be fully occupied with employment or education or employment training programs described in subsection (1).

Deductions from basic monthly benefit

17(1) The following monthly income amounts are to be deducted for the purposes of calculating the amount of the basic monthly benefit:

- (a) payments for the child's benefit from income earned by a trust account for the child's benefit;
- (b) support or maintenance payments for the child's benefit from the child's parent or guardian;
- (c) payments received by the child or for the child's benefit under any of the following:
 - (i) the *Canada Student Loans Act* (Canada);
 - (ii) the *Canada Student Financial Assistance Act* (Canada);
 - (iii) the *Student Financial Assistance Act*;
- (d) any other grant or bursary received by the child or for the child's benefit for education or training purposes.

(2) If the total monthly amount referred to in subsection (1) varies from month to month, the director may calculate an average amount as the monthly deduction for the purpose of this section.

Supplementary benefits

18 If a caregiver is receiving or is eligible to receive a basic monthly benefit in respect of a child, a director may, in accordance with sections 19 to 23, provide supplementary benefits to the caregiver on behalf of the child.

Child care costs

19(1) If a child attends

- (a) a child care program licensed under the *Child Care Licensing Act*, or
- (b) a family day home approved by a director for the purposes of this section,

the director may pay to the child's caregiver child care costs in accordance with this section.

(2) A director may not pay child care costs under this section unless the caregiver establishes a demonstrated need for child care to the director's satisfaction.

(3) The amount of the child care costs to be paid under subsection (1) is determined as follows:

- (a) if the caregiver is eligible for the maximum Provincial Child Care Subsidy in respect of the child, the child care costs to be paid are an amount that is equal to that part of the child care costs that is not covered by the Provincial Child Care Subsidy Program and that the caregiver is required to pay;
- (b) if the caregiver is eligible for less than the maximum Provincial Child Care Subsidy in respect of the child, the child care costs to be paid are an amount that is equal to that part of the child care costs that is not covered by the Provincial Child Care Subsidy Program and that the caregiver is required to pay, but in no case shall the amount of child care costs paid under this section plus the amount of the Provincial Child Care Subsidy Program for which the caregiver is eligible exceed the maximum Provincial Child Care Subsidy offered in respect of the licensed day care centre or family day home in respect of a child of the same age;
- (c) if the caregiver is not eligible for the Provincial Child Care Subsidy in respect of the child, the child care costs to be paid are an amount that is equal to the actual child care costs paid by the caregiver, up to the maximum Provincial Child Care Subsidy that is offered in respect of the licensed day care centre or family day home in respect of a child of the same age.

AR 160/2004 s19;277/2009

Out-of-school-care costs

20(1) If a child

- (a) attends
 - (i) a school in any of grades one to 6, or
 - (ii) a school in any of grades 7 to 12 and the caregiver demonstrates to the director's satisfaction a medical or developmental need for out-of-school-care for the child,

and

- (b) attends an out-of-school-care centre,

the director may pay to the caregiver in respect of the child's out-of-school-care costs an amount to be determined as follows:

- (c) if the caregiver is eligible for an out-of-school-care subsidy from another source in respect of the caregiver's out-of-school-care costs, the out-of-school-care costs to be paid are an amount equal to the difference between the total out-of-school-care costs paid and the amount of the subsidy, to a maximum of \$300 per month;
- (d) if the caregiver is not eligible for an out-of-school-care subsidy from another source, or there is no such subsidy available in respect of the caregiver's out-of-school-care costs, the out-of-school-care costs to be paid are an amount equal to the total out-of-school-care costs paid, to a maximum of \$300 per month.

(2) The director may refuse to pay an amount under subsection (1) if the director is not satisfied that the caregiver has applied for and received all other subsidies for out-of-school-care costs in respect of the child for which the caregiver or child is eligible.

School expenses

21 If a child is in full-time attendance at a school in an early childhood services program, as defined in the *School Act*, or any of grades one to 12, a director may pay to the child's caregiver an amount to cover

- (a) lunchroom supervision fees, and
- (b) the actual cost of school expenses, supplies and fees, to an annual maximum of
 - (i) \$50 if the child is in an early childhood services program, as defined in the *School Act*,
 - (ii) \$100 if the child is in grades one to 6, or

- (iii) \$228 if the child is in grades 7 to 12.

Health services and benefits

22 A director may provide health benefits in respect of a child pursuant to a Child Health Benefit Program card issued in accordance with an agreement between officials on behalf of the Department of Children's Services, if the child is not covered in respect of such benefits under an insurance plan of the caregiver or the child's parent or guardian.

AR 160/2004 s22;35/2007;68/2008;31/2012;31/2019

Annual supplementary enhancement benefit

23(1) If a director considers it appropriate to do so, the director may pay to a caregiver an annual supplementary enhancement benefit in the amount of not more than \$200 for the benefit of a child under the caregiver's care.

(2) A director may pay the amount referred to in subsection (1) in a lump sum or on a periodic basis.

Changes in circumstances

24 A caregiver who is in receipt of a benefit under this Part must immediately report the following to a director in writing:

- (a) if there is a change in the caregiver's address or contact information;
- (b) if a child, in respect of whom a benefit is provided,
 - (i) ceases to live with the caregiver,
 - (ii) ceases to attend a full-time education program or an employment training program as required under section 16(1), or
 - (iii) commences or ceases employment;
- (c) if there is a change in the income earned by the child;
- (d) if there is a change in the income received by the caregiver on behalf of the child;
- (e) if there is a change in the caregiver's ability to care for the child;
- (f) if the child's parent moves into the caregiver's home;

- (g) if there is any other change in circumstances that would affect entitlement to a benefit under this Part or the amount of it.

Recovery of unauthorized payments

25 If

- (a) a benefit under this Part is provided to a caregiver who is not entitled to it, or
- (b) an overpayment of a benefit under this Part is made to a caregiver,

the Government may recover in an action in debt the amount of the unauthorized payment or may make deductions from future benefits under this Part to the caregiver until the amount of the unauthorized payment is recovered.

Duty to keep documents and records

26 A caregiver must keep records and documents that are relevant for the purpose of determining eligibility for or the amount of a benefit under this Part and must make those records and documents available for inspection on the request of a director or a person designated by the director for that purpose.

Part 3 Repeal, Expiry and Coming into Force

Repeal

27 The *General Regulation* (AR 38/2002) and *Qualification Regulation* (AR 40/2002) are repealed.

Expiry

28 For the purpose of ensuring that this Regulation is reviewed for ongoing relevancy and necessity, with the option that it may be repassed in its present or an amended form following a review, this Regulation expires on December 31, 2020.

AR 160/2004 s28;192/2013;85/2017;121/2018

Coming into force

29 This Regulation comes into force on November 1, 2004.

This agreement is between a director and (name), of (address), who is the child's guardian.

We agree that this agreement will be effective from (date - yyyy/mm/dd) to (date -yyyy/mm/dd) unless cancelled earlier.

We agree that to cancel this agreement, one of us may provide a letter to the other person that sets a date for the agreement to end.

We agree to the terms set out below.

3 Terms

We agree that on signing this agreement the director assumes custody of the child during the period of this agreement.

The guardian agrees that the director may:

- decide about the child's daily routine,
- obtain ordinary medical or dental care,
- obtain emergency medical or dental treatment or emergency surgical procedures.

The guardian agrees that the director may:

- decide about recreational activities
- enroll the child in school or vocational activities
- decide about religious or cultural activities
- consent to employment
- consent to obtaining recreational licences and permits (except a firearms permit or driver's licence)
- other _____

We agree that the guardian will have the following contact with the child: _____

We agree that (name) will have the following contact with the child: _____

We have seen and agree to the Concurrent Plan dated (date - yyyy/mm/dd) that is attached to this agreement.

We understand that we can make changes to the Concurrent Plan if both of us agree.

4 Signatures

_____ (Guardian)	_____ (date -yyyy/mm/dd)
_____ (Director's delegate)	_____ (date -yyyy/mm/dd)

Form 3
Permanent Guardianship Agreement

1 Regarding the (child's name) , born (date -yyyy/mm/dd) .

2 Introduction

The guardians of this child have asked the director to take guardianship of the child.

We understand that once we enter this agreement:

- anyone who is now a guardian of the child will no longer be a guardian;
- the director will become the child's only guardian;
- a guardian may end this agreement within 10 days after signing it. To end the agreement, the guardian must give the director a written request.

I have received independent legal advice regarding this agreement.

I have been advised of my right to seek independent legal advice regarding this agreement but have chosen not to.

3 Agreement

This agreement is made according to section 11 of the *Child, Youth and Family Enhancement Act*.

This agreement is between a director and (names) who are all of the guardians of the child.

We agree that the director will assume sole guardianship of the child.

4 Signatures

Note: all copies must have original signatures

<u> (Witness) </u>	<u> (date -yyyy/mm/dd) </u>	<u> (Guardian) </u>
<u> (Witness) </u>	<u> (date -yyyy/mm/dd) </u>	<u> (Guardian) </u>
<u> (Witness) </u>	<u> (date -yyyy/mm/dd) </u>	<u> (Director's delegate) </u>

Form 4
Access or Consultation Agreement

1 Regarding the (child's name) , born (date -yyyy/mm/dd) .

2 Agreement

This agreement is made according to:

section 14 of the *Child, Youth and Family Enhancement Act* (temporary guardianship order)

section 34 of the *Child, Youth and Family Enhancement Act* (permanent guardianship order)

This agreement is between a director and (name) of (address) .

This agreement replaces the agreement we entered on (date - yyyy/mm/dd) .

We agree that this agreement will be effective from (date - yyyy/mm/dd) to (date - yyyy/mm/dd) . (NOTE: the expiry date may not be after the expiry date of the guardianship order.)

This agreement may be replaced only if both of us agree. To replace this agreement, we will enter a new agreement.

We agree that to cancel this agreement, one of us may provide a letter to the other person that sets a date for the agreement to end.

We agree to the terms set out below.

3 Terms

Terms of Access

We agree that (name of guardian or former guardian or other person) may have the following access with this child:

_____ .

Terms of Consultation (only if temporary guardianship)

The director agrees to consult on the following matters with the guardian: _____

Other Terms (only if temporary guardianship) _____

4 Consent to Access by a Child 12 Years of Age or Over

(Complete if this agreement is with someone who is not a guardian)

My name is (name) . I consent to the terms of access in this agreement.

_____ (Child's signature) _____ (date - yyyy/mm/dd)

5 Signatures

_____ (Guardian or former Guardian or other person) _____ (date - yyyy/mm/dd)

_____ (Director's delegate) _____ (date - yyyy/mm/dd)

Form 5 Repealed AR 277/2009 s7.

**Form 6
Secure Services Certificate**

1 Regarding the (child's name) , born (date -yyyy/mm/dd) .

2 Guardian's Consent

I (name) am a guardian of this child.

My child is a subject of a:

- supervision order.
- custody agreement between a director and me.
- family enhancement agreement between a director and me.

I consent to the issuing of a Secure Services Certificate for my child. I understand that for the duration of the Certificate, my child will be in the custody of a director and will be confined in a secure services facility.

(Guardian's signature) (Guardian's signature (if applicable))

3 Certificate

This certificate is issued by a director under section 43.1 of the *Child, Youth and Family Enhancement Act*.

This certificate is the authority for confining this child in a secure services facility.

The director authorizes any person to confine the child in a secure services facility from (date -yyyy/mm/dd) to (date -yyyy/mm/dd) .

The secure services facility is (name) at (address) .

4 Affidavit

My name is (name of director's delegate) .

I have the authority to act for a director.

I have reasonable and probable grounds to believe that the child is in a condition presenting an immediate danger to the child or others, that it is necessary to confine the child in order to stabilize and assess the child and that less intrusive measures are not adequate to sufficiently reduce the danger because: _____

(Signature of Director's Delegate)

SWORN BEFORE ME at the _____ of _____)
_____, in the Province of Alberta, the _____)
____ day of _____, _____)
_____)

(witness signature)

(Commissioner for Oaths)
in and for the Province of Alberta)

Form 7
Secure Services Plan

Secure Services Admission Information

Child's name: (surname) (first) (middle)
Birthdate: (date -yyyy/mm/dd)
Child's ID # _____
Personal Health Number: _____
Secure Services Facility: _____
Admission Date : (date -yyyy/mm/dd)
Legal Authority: _____

Authorization for Secure Services via a Secure Services Certificate

- Secure Services Certificate (section 43.1(1)) dated (date - yyyy/mm/dd) .
- Secure Services Order (section 43.1(3)) for (maximum of 7 days) days granted on (date -yyyy/mm/dd) .
- Secure Services Renewal Order (section 44.1) for (maximum of 20 days) days granted on (date - yyyy/mm/dd) .

Authorization for Secure Services via a Secure Services Order

- Secure Services Order (section 44(2)) for (maximum of 5 days) days granted on (date -yyyy/mm/dd) .
- Secure Services Order (section 44(4)) for (maximum of 5 days) days granted on (date -yyyy/mm/dd) .
- Secure Services Renewal Order (section 44.1) for (maximum of 20 days) days granted on (date - yyyy/mm/dd) .

NOTE: In accordance with section 44.1(2) of the *Child, Youth and Family Enhancement Act*, the total period of confinement must not exceed 30 consecutive days.

State the reasons for maintaining the child in Secure Services and identify the less intrusive measures that were attempted prior to requesting confinement: _____

State any specific concerns (familial, medical, behavioural) respecting this child that the Secure Services Facility staff should be aware of: _____

Complete the following to develop a Secure Services Plan.

Description of Services and Interventions

Stabilization Interventions: Give a comprehensive description of the services and interventions that will be provided to the child while residing in a secure services facility to achieve stabilization of the child.

Goals: _____
Tasks: (include how the task will contribute toward progress in relation to goal)
Who will complete? _____
Progress: _____
Signs of Achievement: _____
Review date(s): _____ (yyyy/mm/dd)

Safety Plan: Describe a plan to directly address the at-risk behaviour that brought the child into secure services and that identifies who will be responsible for delivering and ensuring each part of the plan is completed.

Goals: _____
Tasks: (include how the task will contribute toward progress in relation to goal)
Who will complete? _____
Progress: _____
Signs of Achievement: _____
Review date(s): _____ (yyyy/mm/dd)

Transition Plan: Recommended services to be obtained and provided to assist the child in the successful transition to their parental home or other placement on discharge. The services may include, but are not limited to: ongoing treatment, behaviour management strategies, support services, educational and vocational supports, health services, social skills supports and cultural and spiritual supports.

Goals: _____
Tasks: (include how the task will contribute toward progress in relation to goal)
Who will complete? _____
Progress: _____
Signs of Achievement: _____
Review date(s): _____ (yyyy/mm/dd)

Placement on discharge: State where the child will reside on discharge. Identify both long-term goals and interim residential settings, if applicable.

Goals: _____
Tasks: (include how the task will contribute toward progress in relation to goal)
Who will complete? _____
Progress: _____
Signs of Achievement: _____
Review date(s): _____ (yyyy/mm/dd)

Signatures

(Name of Child) (Signature of Child)
(Date signed (yyyy/mm/dd))

(Name of Guardian (if applicable)) (Signature of Guardian)
(Date signed (yyyy/mm/dd))

(Name of Caseworker) (Signature of Caseworker)
(Date signed (yyyy/mm/dd))

(Name of Key Worker – Secure Services Facility)
(Signature of Key Worker – Secure Services Facility)
(Date signed (yyyy/mm/dd))

(Name of Manager or Clinician – Secure Services Facility)
(Signature of Manager or Clinician – Secure Services Facility)
(Date signed (yyyy/mm/dd))

(Name of Other Support Service (please specify))
(Signature of Other Support Service)
(Date signed (yyyy/mm/dd))

**Form 8
Home Study Report
for Private Guardianship**

To prepare the Home Study Report, provide information under each heading below.

Part 1: Applicant's Information

Provide information about EACH applicant.

- Name on birth certificate
- Address, street, city, province, postal code
- Telephone, residence, business, cellular, e-mail
- Marital or Adult Interdependent Relationship status
- Ethnic origin
- Band Name
- Metis settlement name or community
- Education
- Religion
- Other names, if any
- Mailing address if different from above
- Birthdate, year, month and day, birthplace
- Racial origin
- registered under the *Indian Act* (Canada)
- Metis
- Health as supported by medical
- Employment
- Languages spoken

- Brief family history: (include parenting style, familial relationships, significant childhood experiences, views of extended family on this application)
- Involvement with legal and child intervention systems: (include criminal record checks, including vulnerable sector searches, and intervention records checks within the last six months for applicants and everyone age 18 or over living in the home)
- Personality

Part 2: Family Dynamics

Describe the following:

- Family composition
- Previous marriage(s) or long term relationships
- Autonomy of individual family members
- Emotional interactions
- Philosophy on child rearing
- Interests and hobbies
- Relationship dynamics
- Communication patterns
- Ability to solve problems and handle crisis
- Family traditions
- Modes of behaviour control
- Social support network

Part 3: Home and Community

Describe the following:

- Physical space
- Availability of resources
- Contact with professional agencies
- Safe environment assessment (include safe storage of medications and weapons, if any)
- Community involvement

Part 4: Child Information

- Name of child(ren)
- Residence
- History of involvement and relationship between the applicants and the child
- Acceptability of siblings contact
- Relationship/contact with birth parents/biological/extended family
- Current functioning of the child (health/physical/emotional and academically)
- Date of birth (yyyy/mm/dd)
- Ethnic origin
- History of child protection involvement with child/family
- Functioning of the child's birth family
- Placement history of the child
- Current and anticipated needs and services for the child

Part 5: Income

Describe the following:

- The source and level of income and expenditures (include T4 slips)
- The effect of a placement on family's finances

Part 6: Understanding and Motivation for Proposed Placement

Describe the following:

- Applicants' understanding of the legal, social, inter-racial emotional aspects of proposed placement
- Applicants' plans to promote child's cultural/racial/religious heritage and identity

Part 7: References

- References (3 references regarding each of the applicants' suitability – include relationship to applicants if any, on what basis judgment is made about applicants' potential/actual parenting ability and a summary of the results of interview(s).)

Part 8: Overview of Home Study Process

- Date of personal visits (include amount of time spent at each interview and location of interviews)
- Persons interviewed (include confirmation that each person living in the home was interviewed separately and as a family)
- Applicants' activities in support of their application

Part 9: Summary of Outcome of Home Study

- Report prepared by:
 - Position
 - Date report prepared
- Report reviewed by:
 - Position
 - Date report reviewed
- Report reviewed by applicants: signature and date

Part 10: Placement Supports

- Needed supports and services
- Will the family be residing or moving out of province
- Arrangements for the provision of the identified supports/services
 - If yes, is the other jurisdiction aware of and in agreement with the proposed order and will they oversee the provision of needed support and services? If no, explain why

Part 11: Recommendation/Approval of Assessor

- Assessor Recommendation
 - Approved
 - Not Approved (provide brief summary)
- Approved by Supervisor
- Opinion of the child in respect to the application (if applicable)
- Opinion of the child's birth parents in respect to the application (if applicable)

Form 9 Repealed AR 31/2019 s6.

I am the youth, and I understand that on signing this agreement a director assumes custody of me during the period of this agreement.

We agree that this agreement will be effective from (date - yyyy/mm/dd) to (date - yyyy/mm/dd) unless cancelled earlier.

We agree that to cancel this agreement, one of us may provide a letter to the other person that sets a date for the agreement to end.

We have read and agree to the plan for the person's transition to independence and adulthood dated (date - yyyy/mm/dd) that is attached to this agreement.

We understand that we can make changes to the attached plan for the person's transition to independence and adulthood if both of us agree.

We agree that (name of guardian or other person) will have the following access with the youth: _____

3 Signatures

_____ (Youth)	_____ (date -yyyy/mm/dd)
_____ (Director's delegate)	_____ (date -yyyy/mm/dd)

**Form 12
Support and Financial
Assistance Agreement**

1 Regarding the person:

_____(Name) _____, born (date -yyyy/mm/dd) , ID # _____

2 Agreement

This agreement is made according to section 57.3 of the *Child, Youth and Family Enhancement Act*.

This agreement is between a director and (name of person making this agreement) of (address) .

We agree that this agreement will be effective from (date - yyyy/mm/dd) to (date - yyyy/mm/dd) unless cancelled earlier.

(NOTE: the expiry date may not go beyond the person's 24th birthday.)

We agree that to cancel this agreement, one of us may provide a letter to the other person that sets a date for the agreement to end.

We have read and agree to the plan for the person's transition to independence and adulthood dated (date - yyyy/mm/dd) that is attached to this agreement.

We understand that we can make changes to the attached plan for the person's transition to independence and adulthood if both us of agree.

3 Signatures

(Person making this Agreement) (date - yyyy/mm/dd)
(Director's delegate) (date - yyyy/mm/dd)

**Form 13
Supports for Permanency Agreement**

1 Regarding the child:

(Name), born (date - yyyy/mm/dd)

- An adoption order was granted respecting this child on (date - yyyy/mm/dd).
- A private guardianship order was granted respecting this child on (date - yyyy/mm/dd).
- A subsequent adoption order or guardianship order was granted respecting this child on (date - yyyy/mm/dd).
- An application for an adoption order or guardianship order was filed respecting this child on (date - yyyy/mm/dd).

2 Agreement

This agreement is made according to section 105.795 of the *Child, Youth and Family Enhancement Act*.

This agreement is between a director and (name of supports for permanency recipient or recipients) of (address).

A director will review this agreement within 30 days of receiving a written request from the supports for permanency recipient.

We agree that to cancel this agreement, one of us may provide a letter to the other person 30 days before the date we want the agreement to end.

We agree to the terms set out below.

The supports for permanency recipient agrees to access all other support programs prior to receiving services under the Supports for Permanency Program.

3 Terms: Maintenance

The supports for permanency recipient requires financial support to assist to maintain the child.

A director agrees to provide the supports for permanency recipient with a daily maintenance rate to maintain the child. The maintenance rate will be:

(# of days) at \$ (daily rate) = \$ (amount) per year

(# of days) at \$ (daily rate) = \$ (amount) per year

Total = \$ (amount) per year

A director agrees to pay:

\$ (total per year) ÷ 12 months = \$ (amount) each month

4 Terms: Financial Assistance for the Purchase of Services

This child is the subject of an agreement under the *Family Support for Children with Disabilities Act*.

A director agrees to pay for the following:

the cost of parental respite services, for all children in respect of whom the supports for permanency recipient is receiving financial assistance under section 105.795 of the Act combined, for (up to 576 hours) hours annually, at the rate of \$ (amount) per hour;

in the case of a child who is a First Nation Individual, the cost of travel, as determined by a director, of the child, the supports for permanency recipient and the recipient's other family members

(a) to and from the child's band, community or extended family for the purpose of respecting, supporting and preserving the child's Indigenous identity, culture, heritage, spirituality, language and traditions, and

(b) for other purposes relating to respecting, supporting and preserving the child's Indigenous identity, culture, heritage, spirituality, language and traditions

to a maximum of \$ (amount) annually;

the cost or partial cost, as determined by a director, for the provision of orthodontic treatment for the child recommended by a dentist as medically necessary, if the supports for permanency recipient is not eligible to receive payment for the treatment from another program or source and the financial assistance is the supports for permanency recipient's last resort;

to help address the child's emotional or behavioural problems:

- the cost of (up to 10) one-hour counselling sessions annually, at the rate of \$ (amount) per hour;
- the cost of treatment of the child in (name of residential facility) for a period of (# of weeks) weeks, to a maximum of \$ (amount) annually;
- the cost or partial cost, to a maximum of \$ (amount), as determined by a director, for a medical or psychological assessment of the child necessary to establish eligibility for other programs or services, if the supports for permanency recipient is not eligible to receive payment for the assessment from another program or source and the financial assistance is the supports for permanency recipient last resort.

The supports for permanency recipient agrees to make sure the child receives the services a director has agreed to pay for as set out in this section.

In the case of a supports for permanency recipient to whom financial assistance is being provided under section 105.795(2) of the Act, the supports for permanency recipient understands that

- (a) the recipient is required
 - (i) to provide to a director a filed copy of the application for an adoption order or guardianship order and any order made with respect to the application, and
 - (ii) to meet any other requirements as specified by a director,to be provided with financial assistance under section 105.795(2), and
- (b) that a review of this agreement will be conducted 6 months after the date of this agreement or earlier as determined by a director.

A director agrees to reimburse the supports for permanency recipient for the services agreed to on receiving receipts for the services, but a director may pay the service provider directly if the director considers it would be appropriate to do so.

Without limiting a director's right to cancel this agreement, the supports for permanency recipient understands and agrees that a director may vary or cancel the terms in section 4 of this agreement immediately or on 30 days' written notice to the supports for permanency recipient if the director is of the opinion that the needs of the child have changed or the financial ability of the supports for

permanency recipient to maintain the child or to pay for the services required to meet the needs of the child has changed.

5 Terms: Additional Needs Funds

A director agrees to provide Additional Needs Funds of \$ (up to \$70) per week to purchase services to address the child's emotional or behavioural problems.

The supports for permanency recipient understands and agrees that the Additional Needs Funds may be spent only to purchase services to address the child's emotional or behavioural problems.

The supports for permanency recipient agrees to keep and, on a director's request, provide proof of expenditure of the Additional Needs Funds.

The supports for permanency recipient understands and agrees that a director may immediately terminate the Additional Needs Funds if the director determines that a change in the child's needs has occurred.

6 Terms: General

The supports for permanency recipient agrees to inform a director, as soon as possible, about any change in the needs of the child or in the family's circumstances that could affect the supports for permanency recipient's financial ability to maintain the child or to pay for the services required to meet the needs of the child or any other matter relating to this agreement.

The terms set out in this agreement may be changed if both of us agree. To change this agreement, we will sign a new agreement.

This agreement will be effective from (date - yyyy/mm/dd) to (date - yyyy/mm/dd).

(NOTE: The agreement may not exceed one year or continue after the child's 18th birthday.)

7 Signatures

<u>(supports for permanency recipient)</u>	<u>(date - yyyy/mm/dd)</u>
<u>(supports for permanency recipient)</u>	<u>(date - yyyy/mm/dd)</u>
<u>(Caseworker's signature)</u>	<u>(date - yyyy/mm/dd)</u>
<u>(Supervisor's signature)</u>	<u>(date - yyyy/mm/dd)</u>

**Form 14
Application for Child
and Youth Support**

Date of Application: (yyyy/mm/dd)

The information you provide on this form will be used to determine eligibility for Child and Youth Support Program benefits. The collection, use and disclosure of your personal information is done under the authority of the *Child, Youth and Family Enhancement Act* and is in compliance with the *Freedom of Information and Protection of Privacy Act*. If you have any questions about this information, please contact your caseworker.

1 Caregiver Information

Name of Caregiver (surname first name middle name)
(date of birth-yyyy/mm/dd) .

What is your relationship to this child? (e.g. grandparent, aunt/
uncle, cousin, friend, etc.)

Name of Spouse (surname first name middle name)
(date of birth-yyyy/mm/dd) .

Name(s) of all persons living in the home where the child will
reside
(surname first name middle name) (date of birth-yyyy/mm/dd)
(surname first name middle name) (date of birth-yyyy/mm/dd)

Mailing address (include street address, city/town, province and
postal code) (home phone) (work phone) .

Legal Land Description (if different from above) .

Are you living on a Reserve? Yes No
Residing on a Metis settlement? Yes No
(Name of Metis settlement)

Are you a Canadian Citizen? Yes No
If no Landed Immigrant Refugee status
 Other (please specify)

Does the child reside with you seven days per week? Yes No
If no, how many days does this child reside with you? _____

Are you a Private Guardian of the child? Yes No
If yes, skip to section 3.

Canada & Alberta Student
 Loans \$ _____
 Personal Injury Award
 Settlements \$ _____
 Training Allowance \$ _____
 Trust Accounts \$ _____
 Other income: _____ \$ _____

5 Supplementary Benefit Information

Is this child currently attending school? Yes No
 If yes, (grade)

Name of school the child is attending _____ City/Town _____

Does the child require child care? Yes No
 Number of days a week _____

Type of care (private babysitting, daycare centre, approved family day home, before and after school care)

Reason for child care _____

Have you applied for child care subsidy? Yes No
 If yes, are you eligible for subsidy? Yes No
 If yes, what is your parental portion? \$ _____

What type of medical coverage is available for this child?
 Dental _____ % of coverage
 Vision _____ % of coverage
 Prescription _____ % of coverage

Which plan is this medical coverage under?
 through caregiver's plan through parent's plan
 through Health Canada
 through out-of-province coverage –
 out of province health care number _____

Name of insurance company is: _____

Are there any special concerns or considerations that we should be aware of (health, education, custody, child interventions, etc.)
(attach a separate sheet if required)

6 Declaration

- I understand my responsibilities as a caregiver receiving benefits under the Child and Youth Support Program.
- I confirm the child, if age 12 or older, has been made aware that I am making this application.
- I am an adult who will provide care to this child.

- I understand I am responsible to immediately report changes in circumstances that affect my eligibility under the Child and Youth Support Program to the Child and Youth Support caseworker. Failure to report changes or providing false information may result in suspension of benefits or recovery of benefits or criminal charges.
- I understand that I am responsible to complete the Child and Youth Support Program Annual Eligibility Review Form at least once per year in order to remain eligible for Child Financial Support benefits.
- If I am not eligible for benefits, I understand I have the right to have that decision reviewed within 30 days of being told of the decision by completing an Administrative Review form.
- I understand I may be required to meet with a Child and Youth Support caseworker at any time.
- I consent to a Child and Youth Support caseworker completing an Intervention Record check.
- I have read and understand the above statements.
- I declare the information on this application is true and complete.

(Caregiver's signature) (date - yyyy/mm/dd)
(Caregiver's name - please print) (witness's signatures)
(Child's signature - if 12 years or older) (witness's signatures)
(date - yyyy/mm/dd)

**Form 15
Annual Eligibility Review**

Return your completed form to
(Child and Family Services) _____
(Return Address) _____
(Child's name) _____
(File number) _____
(Caregiver's name) _____
(File Number) _____

Please return the completed Annual Eligibility Review by (date - yyyy/mm/dd) to the above-noted address to avoid a delay disruption of the child's financial and medical benefits.

If any of the following information has been checked off, then it must be submitted together with this completed form:

Private Guardianship Order

2 Employment

Is the child employed or attending a job-training program? Yes No

• If yes, please submit one month of recent pay stubs from employment or job training program.
 If yes, Place of Employment _____ Telephone number _____
 Average monthly income after deductions \$ _____
 Job training program _____

3 Income

Has the child, or have you on the child's behalf, received any of the following income during the past year? If yes, please attach verification of income.

	Yes	No	Monthly Amount
Income & Employment Support/Assured Support	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____
Maintenance / Child Support Payments	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____
Canada & Alberta Student Loans	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____
Personal Injury Award Settlements	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____
Training Allowance	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____
Trust Accounts	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____

4 Family Information

- a) What is your relationship to the child (e.g. grandparent, aunt/uncle, cousin, friend, etc.)? _____
- b) Are you the child's private guardian? Yes No
- c) How long have you cared for the child? _____
- d) How long do you plan to care for the child? _____
- e) Do the parents have any contact with the child? Yes No
Please provide details: _____
- f) Has there been any change pertaining to guardianship and/or custody of this child in the last year? Yes No
Please provide details and submit any new court orders that have not previously been submitted: _____
- g) Can the parents financially support the child?
 Yes No unknown
- h) Provide the names, current addresses, and phone numbers for each of the child's parents. If parents are deceased, please indicate.

Mother's name: _____

Mother's address: _____

Mother's phone number: _____

Father's name _____

Father's address: _____

Father's phone number: _____

- i) Is the child currently receiving services through any other government or community agency? Yes No (e.g. *Family Support for Children with Disabilities Act* or *Child Intervention, under the Child, Youth and Family Enhancement Act*) If yes, please provide a brief description of the services the child is receiving. _____

If the child is 16 years of age or older, would the child like to discuss future plans with a caseworker? Yes No

5 Health Benefits

Does the child have additional health coverage (aside from the Alberta Child Health Benefit Program) through you or the parents? Yes No

If yes, specify insurance company and coverage provided (insurance company) (coverage) .

Are there any special health concerns or considerations that we should be aware of?

Yes No. Please provide details: _____

6 Other Comments

7 Declaration

- I am able and willing to continue providing care for this child.
- I am aware that I must keep receipts and provide supporting documents relating to Child and Youth Support supplementary benefits. (e.g. Child Care, school expenses and annual supplementary enhancement).
- I will immediately report any changes with respect to the child's situation to the caseworker.
- I understand that giving incomplete or false information or failing to report changes may result in suspension of benefits or recovery of benefits or criminal charges.
- I understand I may be required to meet with a Child and Youth Support caseworker at any time.
- I understand my responsibilities as a caregiver receiving benefits under the Child and Youth Support program.

- I have read and understand the above made statements.
- I declare the information on this Annual Eligibility Review is true and complete.

(Caregiver's signature) (date - yyyy/mm/dd) (phone no.)
(Child's signature - if 12 years or older) (date - yyyy/mm/dd)
(Phone no.)

Form 16
Request for Administrative Review
of a Director's Decision

1 Person Requesting Administrative Review

My name is: _____
My address is: _____
My telephone number is: _____

- I am a child.
 a guardian of the child.
 a foster parent.
 a person who has had continuous care of the child for more than 6 months of the 12 months preceding the decision of the director.
 a person between the ages of 18 and 24 years and am receiving or have been refused support and financial assistance under section 57.3 of the Act.
 an adult person who has been refused financial assistance under the Financial Assistance Program administered under section 105.8 of the Act.
 an applicant for a residential facility licence.
 an applicant for a renewal of a residential facility licence.

2 Request for a Review

I have been directly affected by a decision of a director.

I was told about the decision of a director on (date).

(If applicable:) The decision was about the child or youth: (child's/youth's name), born (date).

The decision I want to have reviewed is: _____

I disagree with the director's decision because: _____

I am requesting that the director's decision be replaced with a new decision as follows: _____

Signature of person requesting review

Date

Form 17
Notice of Appeal to the Appeal Panel

Part 1 — Appellant is a Child

I am a child, born (date).

My name is: _____

My address is: _____

My telephone number is: _____

I am appealing a decision of a director that has been administratively reviewed, and

I received a copy of the administrative review decision on (date) and a copy is attached.

OR

I did not receive a copy of the administrative review decision, but I made my request for an administrative review on (date).

The decision of a director that I am appealing is in relation to

- the removal from or placement in a residential facility, other than a secure services facility.
- permitting or refusing to permit a person who has a significant relationship with me to visit me.
- the refusal or failure of a director to enter into a family enhancement agreement with me.
- the refusal or failure of a director to enter into a custody agreement with me.
- the refusal or failure of a director to apply to the Court for a supervision order.
- the refusal or failure of a director to apply to the Court for a temporary guardianship order
- the refusal or failure of a director to apply to the Court for a permanent guardianship order.
- the refusal or failure of a director to apply to the Court for an apprehension order.
- the refusal or failure of a director to apply to the Court for an initial custody order.

Signature of person appealing

Date

Part 2 — Appellant is the Guardian of a Child

I am a guardian of the child (name), born (date).

My name is: _____

My address is: _____

My telephone number is: _____

I am appealing a decision of a director that has been administratively reviewed, and

I received a copy of the administrative review decision on (date) and a copy is attached.

OR

I did not receive a copy of the administrative review decision, but I made my request for an administrative review on (date).

The decision of a director that I am appealing is in relation to

- the removal from or placement in a residential facility, other than a secure services facility, of the child.
- the refusal or failure of a director to enter into a family enhancement agreement with me regarding the child.
- the refusal or failure of a director to enter into a custody agreement with me regarding the child.
- the refusal or failure of a director to enter into a permanent guardianship agreement with me regarding the child.
- the refusal or failure of a director to enter into an access agreement with me regarding the child.
- the refusal or failure of a director to apply to the Court for a supervision order regarding the child.
- the refusal or failure of a director to apply to the Court for a temporary guardianship order regarding the child.
- the refusal or failure of a director to apply to the Court for a permanent guardianship order regarding the child.
- the refusal or failure of a director to apply to the Court for an apprehension order regarding the child.
- the refusal or failure of a director to apply to the Court for an initial custody order regarding the child.
- the refusal or failure of a director to provide financial assistance to me pursuant to section 105.795 of the Act regarding the child.

Signature of person appealing

Date

Part 3 — Appellant is a Person Who Has Had Continuous Care of a Child for More Than 6 Months

I am a person who has had continuous care of the child (name), born (date), for more than 6 months of the 12 months preceding the decision of the director being appealed.

My name is: _____

My address is: _____

My telephone number is: _____

I am appealing a decision of a director that has been administratively reviewed, and

I received a copy of the administrative review decision on (date) and a copy is attached.

OR

I did not receive a copy of the administrative review decision, but I made my request for an administrative review on (date).

The decision of a director that I am appealing is in relation to the removal of the child from, or the placement of the child in, a residential facility, other than a secure services facility.

Signature of person appealing

Date

Part 4 — Appellant is a Person Between the Ages of 18 and 24

I am a person between the ages of 18 and 24 years and am receiving or have been refused support and financial assistance under section 57.3 of the Act.

I was born on (date)

My name is: _____

My address is: _____

My telephone number is: _____

I am appealing a decision of a director that has been administratively reviewed, and

I received a copy of the administrative review decision on (date) and a copy is attached.

OR

I did not receive a copy of the administrative review decision, but I made my request for an administrative review on (date).

The decision of a director that I am appealing is in relation to the refusal or failure of a director to provide me with support and financial assistance under section 57.3 of the Act.

Signature of person appealing

Date

Part 5 — Appellant is an Applicant for an International Adoption

I am an applicant for an international adoption.

My name is: _____

My address is: _____

My telephone number is: _____

The decision of a director that I am appealing is in relation to

- the refusal by a director to approve a home study report or an addendum to a home study report with respect to an international adoption.
- the refusal by a director to approve an adoption placement with respect to an international adoption that involves a child whose country of origin requires the director's approval of that adoption placement.

Signature of person appealing

Date

Part 6 — Appellant is a Person who Holds a Residential Facility Licence

I am a residential facility licence holder.

My name is: _____

My address is: _____

My telephone number is: _____

I am appealing a decision of a director that has been administratively reviewed, and

- I received a copy of the administrative review decision on (date) and a copy is attached.

OR

- I did not receive a copy of the administrative review decision, but I made my request for an administrative review on (date).

The decision of a director that I am appealing is in relation to

- terms and conditions imposed on a renewal of a licence for a residential facility.
- a refusal to renew a licence for a residential facility.
- an order after inspection with respect to a licence for a residential facility.
- the variation, suspension or cancellation of a licence for a residential facility.

Signature of person appealing

Date

Part 7 — Appellant is an Applicant for a Licence to Operate an Adoption Agency

I am an applicant for a licence to operate an adoption agency.

My name is: _____

My address is: _____

My telephone number is: _____

The decision of a director that I am appealing is in relation to a refusal to issue a licence to operate an adoption agency.

Signature of person appealing

Date

Part 8 — Appellant Holds a License to Operate an Adoption Agency

I am a person who operates an adoption agency.

My name is: _____

My address is: _____

My telephone number is: _____

The decision of a director that I am appealing is in relation to

- terms and conditions imposed on a conditional licence to operate an adoption agency.
- a refusal to renew a licence to operate an adoption agency.
- the suspension of a licence to operate an adoption agency.
- the cancellation of a licence to operate an adoption agency.

Signature of person appealing

Date

**Form 18
Agreement to Pay Child Support to a Director**

1 Regarding the child(ren):

_____(name)_____, born _____(date – yyyy/mm/dd)_____, ID # _____

_____(name)_____, born _____(date – yyyy/mm/dd)_____, ID # _____

_____(name)_____, born _____(date – yyyy/mm/dd)_____, ID # _____

2 Agreement

This agreement is made according to section 57.4 of the Act.

This agreement is between a director and (name), of (address), who is the child's parent.

This agreement replaces the agreement we made on (date – yyyy/mm/dd).

We agree that this agreement begins (date – yyyy/mm/dd) and will be effective until the child leaves the custody or guardianship of a director, or the child reaches the age of 18 years, whichever occurs first.

We agree to the terms set out below.

3 Terms

Child Support Payments

- The parent's total gross annual income is \$ (amount).
- The parent agrees to pay child support to a director as follows:
 - monthly payments of \$ (amount), to be made on the ____ day of every month, starting (date – yyyy/mm/dd).
 - a one-time payment of \$ (amount) to be paid by (date – yyyy/mm/dd).
 - The parent will make all child support payments to the Director of Maintenance Enforcement.
 - If monthly child support is to be paid, and if a child who is the subject of this agreement becomes ineligible for child support, the director shall advise the Director of Maintenance Enforcement and the parent in writing and the total monthly child support payment shall be adjusted as follows:
 - if only one child is no longer eligible for child support, payments shall be reduced to \$ (amount) per month.
 - if (number of) children are no longer eligible for child support, payments shall be reduced to \$ (amount) per month.

Payments in Kind

The parent agrees to pay the following costs for the child(ren):

- dental
- orthodontics
- optical
- prescription drugs
- clothing
- transportation
- recreational
- counselling
- education

other

4 Signatures

This agreement is made on (date – yyyy/mm/dd), at (city/town), Alberta.

<u>(parent’s signature)</u>	<u>(date – yyyy/mm/dd)</u>
<u>(parent’s signature)</u>	<u>(date – yyyy/mm/dd)</u>
<u>(director’s signature)</u>	<u>(date – yyyy/mm/dd)</u>

Form 19

Notice of Request For Financial Information

TO: (name of parent)

1 Regarding the child(ren):

(name) , born (date – yyyy/mm/dd) , ID # _____
(name) , born (date – yyyy/mm/dd) , ID # _____
(name) , born (date – yyyy/mm/dd) , ID # _____

2 Notice

This is a request made by a director under section 57.8 of the Act that you, (name of parent), as a parent of the child(ren), disclose financial information.

You have 30 days from the date you are served with this notice to deliver the financial information described in section 3 to:

Child and Family Services Authority
(office address)
(office phone number)

If you fail to deliver the requested financial information within 30 days:

- the director may apply to the Court for an order requiring you to disclose the requested financial information, and
- where an application for child support is made, the Court may impute income to you and order you to pay child support in an amount based on the income imputed to you.

3 Financial Information Requested

The following documents are requested:

- a copy of every personal income tax return filed by you for each of the 3 most recent taxation years;
- a copy of every notice of assessment and reassessment issued to you for each of the 3 most recent taxation years;
- if you are an employee, the 3 most recent statements of earnings indicating the total earnings paid in the year to date, including overtime or, where such statements are not provided by

the employer, a letter from your employer setting out that information, including your rate of annual salary or remuneration;

if you are self-employed, the following for each of the 3 most recent taxation years:

- the financial statements of your business or professional practice, other than a partnership, and
- a statement showing a breakdown of all salaries, wages, management fees or other payments or benefits paid to, or on behalf of, persons or corporations with whom you do not deal at arm's length;

if you are a partner in a partnership, confirmation of your income and draw from, and capital in, the partnership for each of the 3 most recent taxation years;

if you control a corporation or have an interest of 1% or more in a privately-held corporation, the following for each of the 3 most recent taxation years:

- the financial statements of the corporation and its subsidiaries, and
- a statement showing a breakdown of all salaries, wages, management fees or other payments or benefits paid to, or on behalf of, persons or corporations with whom the corporation, or any related corporation, does not deal at arm's length;

if you are a beneficiary under a trust, a copy of the trust settlement agreement and copies of the trust's 3 most recent financial statements;

if you are a student, a statement indicating the total amount of student funding received during the current academic year, including loans, grants, bursaries, scholarships and living allowances;

in addition to the above, if you receive income from employment insurance, social assistance, a pension, workers' compensation, disability payments or any other source, the most recent statement of income indicating the total amount of income from the applicable source during the current year, or if such a statement is not provided, a letter from the appropriate authority stating the required information.

_____ (director's signature) _____ (date – yyyy/mm/dd)

Form 20 Plan

Part 1 — Applicant's Information

Applicant's name

_____ (first name) _____ (middle name(s), if any) _____ (surname)

Applicant's familial relationship,
if any, with the child _____

Indigenous _____ (yes or no)

First Nation Individual _____ (yes or no)
eligible to be registered
under the *Indian Act* (Canada) _____ (yes or no)

registered under the
Indian Act (Canada) _____ (yes or no)

Band name, if applicable _____

Métis _____ (yes or no)

Inuit _____ (yes or no)

Métis settlement name or
community, if applicable _____

Part 2 — Child's Information

Child's name
(first name) _____ (middle name(s), if any) _____ (surname) _____

Indigenous _____ (yes or no)

First Nation Individual _____ (yes or no)
eligible to be registered
under the *Indian Act* (Canada) _____ (yes or no)

registered under the
Indian Act (Canada) _____ (yes or no)

Band name, if applicable _____

Métis _____ (yes or no)

Inuit _____ (yes or no)

Métis settlement name or
community, if applicable _____

Part 3 — The Plan

How does the Applicant plan to respect, support and preserve the
child's Indigenous identity, culture, heritage, spirituality, language
and traditions? _____

Part 4 — Signatures

Signature of Applicant Date

Signature of Applicant Date

Schedule 2

The following are secure services facilities:

- (a) Youth Assessment Centre (High Prairie);
- (b) Youth Assessment Centre (Lac La Biche);
- (c) Youth Assessment Centre (Red Deer);
- (d) Yellowhead Youth Centre (Edmonton);
- (e) Hull Services (Calgary);
- (f) Sifton Family and Youth Services (Lethbridge).

AR 160/2004 Sched.2;218/2004;194/2012



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