

Royal



Gazette

Part II Regulations under the Regulations Act

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In force date of regulations: As of March 4, 2005*, the date a regulation comes into force is determined by subsection 3(6) of the *Regulations Act*. The date a regulation is made, the date a regulation is approved, the date a regulation is filed and any date specified in a regulation are important to determine when the regulation is in force.

*Date that subsections 3(6) and (7) and Sections 11 and 13 of the *Regulations Act* and amendments to the *Regulations Act* made by Chapter 46 of the Acts of 2004 were proclaimed in force.

N.S. Reg. 257/2016

Made: December 13, 2016

Filed: December 15, 2016

Pension Benefits Regulations—amendment

Order in Council 2016-303 dated December 13, 2016
Amendment to regulations made by the Governor in Council
pursuant to Section 139 of the *Pension Benefits Act*

The Governor in Council on the report and recommendation of the Minister of Finance and Treasury Board dated October 18, 2016, and pursuant to Section 139 of Chapter 41 of the Acts of 2011, the *Pension Benefits Act*, is pleased to amend the *Pension Benefits Regulations*, N.S. Reg. 200/2015, made by the Governor in Council by Order in Council 2015-133 dated April 21, 2015, to exempt the Nova Scotia Health Employees' Pension Plan from the application of the provisions of the *Pension Benefits Act* and the *Pension Benefits Regulations* respecting jointly sponsored pension plans, in the manner set forth in Schedule "A" attached to and forming part of the report and recommendation, effective on and after December 13, 2016.

Schedule "A"

**Amendment to the *Pension Benefits Regulations*
made by the Governor in Council under Section 139
of Chapter 41 of the Acts of 2011,
the *Pension Benefits Act***

The *Pension Benefits Regulations*, N.S. Reg. 200/2015, made by the Governor in Council by Order in Council 2015-133 dated April 21, 2015, are amended by adding the following Section immediately after Section 22:

Nova Scotia Health Employees' Pension Plan not a jointly sponsored pension plan

22A The Nova Scotia Health Employees' Pension Plan is exempt from the provisions of the Act and the regulations respecting jointly sponsored pension plans.

N.S. Reg. 258/2016

Made: December 13, 2016

Filed: December 15, 2016

Proclamation, S. 11, S.N.S. 2015, c. 51

Order in Council 2016-304 dated December 13, 2016
Proclamation made by the Governor in Council
pursuant to Section 11 of
An Act to Amend Chapter 418 of the Revised Statutes, 1989, the Securities Act

The Governor in Council on the report and recommendation of the Minister responsible for the *Securities Act* dated November 29, 2016, and pursuant to Section 11 of Chapter 51 of the Acts of 2015, *An Act to Amend Chapter 418 of the Revised Statutes, 1989, the Securities Act*, is pleased to order and declare by proclamation that Sections 4 and 7 of Chapter 51 of the Acts of 2015, *An Act to Amend Chapter 418 of the Revised Statutes, 1989, the Securities Act*, do come into force on and not before December 13, 2016.

PROVINCE OF NOVA SCOTIA

sgd: J. J. Grant

G/S

ELIZABETH THE SECOND, by the Grace of God,
of the United Kingdom, Canada and Her Other
Realms and Territories, Queen, Head of the
Commonwealth, Defender of the Faith.

TO ALL TO WHOM THESE PRESENTS SHALL COME, OR WHOM THE SAME MAY IN ANY WISE
CONCERN,

GREETING:

A PROCLAMATION

WHEREAS in and by Section 11 of Chapter 51 of the Acts of 2015, *An Act to Amend Chapter 418 of the Revised Statutes, 1989, the Securities Act*, it is enacted as follows:

- 11** Sections 4, 6 and 7 come into force on such day as the Governor in Council orders and declares by proclamation.

AND WHEREAS it is deemed expedient that Sections 4 and 7 of Chapter 51 of the Acts of 2015, *An Act to Amend Chapter 418 of the Revised Statutes, 1989, the Securities Act*, do come into force on and not before December 13, 2016;

NOW KNOW YE THAT WE, by and with the advice of the Executive Council of Nova Scotia, do by this Our Proclamation order and declare that Sections 4 and 7 of Chapter 51 of the Acts of 2015, *An Act to Amend Chapter 418 of the Revised Statutes, 1989, the Securities Act*, do come into force on and not before December 13, 2016, of which all persons concerned are to take notice and govern themselves accordingly.

IN TESTIMONY WHEREOF We have caused these
our Letters to be made Patent and the Great Seal of
Nova Scotia to be hereunto affixed.

WITNESS, Our Trusty and Well Beloved His Honour
Brigadier-General, the Honourable J. J. Grant
(Retired), Lieutenant Governor of the Province of
Nova Scotia.

AT Our Government House in the Halifax Regional
Municipality, this 13th day of December in the year of
Our Lord two thousand and sixteen and in the sixty-
fifth year of Our Reign.

BY COMMAND:

sgd: Michel P. Samson
Acting Provincial Secretary
Acting Attorney General and Minister of Justice

N.S. Reg. 259/2016

Made: December 13, 2016

Filed: December 15, 2016

Theatres and Amusements Regulations—amendment

Order in Council 2016-305 dated December 13, 2016
Amendment to regulations made by the Governor in Council
pursuant to Section 4 of the *Theatres and Amusements Act*

The Governor in Council on the report and recommendation of the Minister of Service Nova Scotia dated October 31, 2016, and pursuant to Section 4 of Chapter 466 of the Revised Statutes of Nova Scotia, 1989, the *Theatres and Amusements Act*, is pleased to amend the *Theatres and Amusements Regulations*, N.S. Reg. 90/2005, made by the Governor in Council by Order in Council 2005-164 dated April 22, 2005, to exempt film retailers from Sections 19 and 20 of the *Theatres and Amusements Act*, which require film exchanges to have an agent and to possess a license in order to sell, lease, rent, exchange or distribute film in the Province, in the manner set forth in Schedule “A”, attached to and forming part of the report and recommendation, effective on and after December 13, 2016.

Schedule “A”

**Amendment to the *Theatres and Amusements Regulations*
made by the Governor in Council under Section 4
of Chapter 466 of the Revised Statutes of Nova Scotia, 1989,
the *Theatres and Amusements Act***

1 Section 28 of the *Theatres and Amusements Regulations*, N.S. Reg. 90/2005, made by the Governor in Council by Order in Council 2005-164 dated April 22, 2005, is amended by

- (a) striking out “3” and substituting “2”; and
- (b) repealing clause (a).

2 The regulations are further amended by adding the following Section immediately after Section 28:

Exemption from Sections 19 and 20 of the Act

28A Sections 19 and 20 of the Act do not apply to a film retailer.

3 Table 1 – Licensing Fees of Schedule A to the regulations is amended by striking out the row beginning “Class A film exchange licence (film retailer)”.

N.S. Reg. 260/2016

Made: December 15, 2016

Filed: December 16, 2016

Prescribed Petroleum Products Prices

Order dated December 15, 2016
made by the Nova Scotia Utility and Review Board
pursuant to Section 14 of the *Petroleum Products Pricing Act*
and Sections 16 to 19 of the *Petroleum Products Pricing Regulations*

Order**M07791**

In the matter of the *Petroleum Products Pricing Act*

- and -

**In the matter of prescribing prices for petroleum products
pursuant to Section 14 of the *Petroleum Products Pricing Act* and
Sections 16 to 19 of the *Petroleum Products Pricing Regulations***

Before: Roberta J. Clarke, Q.C., Member

Whereas the purpose of the *Petroleum Products Pricing Regulations* is to ensure just and reasonable prices for specified petroleum products taking into consideration the objectives of preserving the availability of such products in rural areas, stabilizing prices of such products and minimizing the variances in prices of such products across the Province;

And whereas the Nova Scotia Utility and Review Board (“Board”) considered the manner in which it would proceed to set petroleum product prices in its decision, 2006 NSUARB 108, issued on October 16, 2006;

And whereas the Board revised the wholesale margin effective January 4, 2013, in its decision, 2012 NSUARB 213, issued on December 12, 2012;

And whereas the Board revised the retail margin and transportation allowance effective October 28, 2016, in its decision, 2016 NSUAB 168, issued on September 26, 2016;

And whereas the average of the average of the daily high and low reported product prices (in Canadian cents) for the week ended December 14, 2016, are:

Grade 1 Regular gasoline	54.9¢ per litre
Ultra-low-sulfur diesel oil	56.1¢ per litre

Now therefore the Board prescribes the benchmark prices for petroleum products to be:

Gasoline:	
Grade 1	54.9¢ per litre
Grade 2	57.9¢ per litre
Grade 3	60.9¢ per litre
Ultra-low-sulfur diesel oil	56.1¢ per litre

And now therefore the Board has determined, based on historical data regarding price changes and to achieve revenue neutrality, it is appropriate to apply, and the Board so orders, forward averaging corrections of:

Gasoline:	plus 0.5¢ per litre
Ultra-low-sulfur diesel oil:	plus 0.5¢ per litre

And whereas a winter blending adjustment of plus 4.6¢ per litre is required for ultra-low-sulfur diesel oil;

And now therefore the Board prescribes the prices for petroleum products as set forth in Schedule “A” effective on and after 12:01 a.m., December 16, 2016.

Dated at Halifax, Nova Scotia, this 15th day of December, 2016.

sgd: Elaine Wagner
Clerk of the Board

Schedule "A"

**Prices Prescribed for Petroleum Products
under the *Petroleum Products Pricing Act* and the
Petroleum Products Pricing Regulations
effective on and after 12:01 a.m. on December 16, 2016**

Nova Scotia Petroleum Price Schedule								
Petroleum Prices in Cents/Litre					Self-Service Pump Prices (Pump Prices includes 15% HST)		Full-Service Pump Prices	
	Base Wholesale Price	Fed. Excise Tax	Prov. Tax	Wholesale Selling Price	Min	Max	Min	Max
Zone 1								
Regular Unleaded	62.7	10.0	15.5	88.2	107.3	109.5	107.3	999.9
Mid-Grade Unleaded	65.7	10.0	15.5	91.2	110.7	112.9	110.7	999.9
Premium Unleaded	68.7	10.0	15.5	94.2	114.2	116.4	114.2	999.9
Ultra-Low-Sulfur Diesel	68.4	4.0	15.4	87.8	106.8	109.0	106.8	999.9
Zone 2								
Regular Unleaded	63.2	10.0	15.5	88.7	107.9	110.1	107.9	999.9
Mid-Grade Unleaded	66.2	10.0	15.5	91.7	111.3	113.5	111.3	999.9
Premium Unleaded	69.2	10.0	15.5	94.7	114.8	117.0	114.8	999.9
Ultra-Low-Sulfur Diesel	68.9	4.0	15.4	88.3	107.4	109.6	107.4	999.9
Zone 3								
Regular Unleaded	63.6	10.0	15.5	89.1	108.3	110.5	108.3	999.9
Mid-Grade Unleaded	66.6	10.0	15.5	92.1	111.8	114.0	111.8	999.9
Premium Unleaded	69.6	10.0	15.5	95.1	115.2	117.4	115.2	999.9
Ultra-Low-Sulfur Diesel	69.3	4.0	15.4	88.7	107.9	110.1	107.9	999.9
Zone 4								
Regular Unleaded	63.7	10.0	15.5	89.2	108.4	110.6	108.4	999.9
Mid-Grade Unleaded	66.7	10.0	15.5	92.2	111.9	114.1	111.9	999.9
Premium Unleaded	69.7	10.0	15.5	95.2	115.3	117.5	115.3	999.9
Ultra-Low-Sulfur Diesel	69.4	4.0	15.4	88.8	108.0	110.2	108.0	999.9
Zone 5								
Regular Unleaded	63.7	10.0	15.5	89.2	108.4	110.6	108.4	999.9
Mid-Grade Unleaded	66.7	10.0	15.5	92.2	111.9	114.1	111.9	999.9
Premium Unleaded	69.7	10.0	15.5	95.2	115.3	117.5	115.3	999.9
Ultra-Low-Sulfur Diesel	69.4	4.0	15.4	88.8	108.0	110.2	108.0	999.9
Zone 6								
Regular Unleaded	64.4	10.0	15.5	89.9	109.2	111.4	109.2	999.9
Mid-Grade Unleaded	67.4	10.0	15.5	92.9	112.7	114.9	112.7	999.9
Premium Unleaded	70.4	10.0	15.5	95.9	116.2	118.3	116.2	999.9
Ultra-Low-Sulfur Diesel	70.1	4.0	15.4	89.5	108.8	111.0	108.8	999.9

N.S. Reg. 261/2016

Made: November 16, 2016

Approved: December 9, 2016

Filed: December 21, 2016

Chicken Farmers of Nova Scotia Regulations—amendment

Order dated December 9, 2016

Amendment to regulations made by the Chicken Farmers of Nova Scotia
and approved by the Natural Products Marketing Council
pursuant to Section 9 of the *Natural Products Act*

Chicken Farmers of Nova Scotia**Amendment to the *Chicken Farmers of Nova Scotia Regulations*
made under the *Natural Products Act***

I certify that on November 16, 2016, the Chicken Farmers of Nova Scotia, pursuant to Section 9 of Chapter 308 of the Revised Statutes of Nova Scotia, 1989, the *Natural Products Act*, as delegated by Section 7 of the *Nova Scotia Chicken Marketing Plan*, N.S. Reg. 241/82, carried a motion to amend the *Chicken Farmers of Nova Scotia Regulations*, N.S. Reg. 11/2005, approved by the Natural Products Marketing Council on December 8, 2004, in the manner set forth in the attached Schedule “A”, effective on and after January 1, 2017.

Signed at Truro, in the County of Colchester, Nova Scotia on December 9, 2016.

Chicken Farmers of Nova Scotia

per: sgd. *Shelley Acker*
Shelley Acker
General Manager

Approved by the Natural Products Marketing Council at Truro, in the County of Colchester, Nova Scotia on December 9, 2016.

Natural Products Marketing Council

per: sgd. *E. A. Crouse*
Elizabeth A. Crouse, P.Ag.
General Manager

Schedule “A”**Amendment to the *Chicken Farmers of Nova Scotia Regulations*
made by the Chicken Farmers of Nova Scotia pursuant to
Section 9 of Chapter 308 of the Revised Statutes of Nova Scotia, 1989,
the *Natural Products Act***

Clause 14(2)(a) of the *Chicken Farmers of Nova Scotia Regulations*, N.S. Reg. 11/2005, approved by the Natural Products Marketing Council on December 8, 2004, is amended by striking out “\$0.08” and substituting “\$0.09”.

N.S. Reg. 262/2016

Made: December 19, 2016

Approved: December 19, 2016

Filed: December 22, 2016

Milk Pricing Regulations—amendment

Order dated December 19, 2016
Amendment to regulations made by the Dairy Farmers of Nova Scotia
and approved by the Natural Products Marketing Council
pursuant to clause 9(b) of the *Dairy Industry Act*

Dairy Farmers of Nova Scotia**Amendment to the *Milk Pricing Regulations*
made under the *Dairy Industry Act***

I certify that on December 19, 2016, the Dairy Farmers of Nova Scotia, pursuant to clauses 9(b) and 14(1)(c) of Chapter 24 of the Acts of 2000, the *Dairy Industry Act*, as delegated by clause 2(1)(b) of the *Delegation of Powers to Dairy Farmers of Nova Scotia Regulations*, N.S. Reg. 136/2001, carried a motion to amend the *Milk Pricing Regulations*, N.S. Reg. 84/2008, made by the Dairy Farmers of Nova Scotia on September 21, 2007, and approved by the Natural Products Marketing Council on February 12, 2008, in the manner set forth in the attached Schedule “A”, effective on and after February 1, 2017.

Signed at Truro, in the County of Colchester, Nova Scotia on December 21, 2016.

Dairy Farmers of Nova Scotia

per: sgd. *Brian Cameron*
Brian Cameron
General Manager

Approved by the Natural Products Marketing Council at Truro, in the County of Colchester, Nova Scotia on December 19, 2016.

Natural Products Marketing Council

per: sgd. *E. A. Crouse*
Elizabeth A. Crouse, P.Ag.
General Manager

Schedule “A”**Amendment to the *Milk Pricing Regulations*
made by the Dairy Farmers of Nova Scotia
pursuant to clauses 9(b) and 14(1)(c) of Chapter 24 of the Acts of 2000,
the *Dairy Industry Act***

Section 3 of the *Milk Pricing Regulations*, N.S. Reg. 84/2008, made by the Dairy Farmers of Nova Scotia on September 21, 2007, and approved by the Natural Products Marketing Council on February 12, 2008, is amended by repealing subsection 3(1) and substituting the following subsection:

- 3 (1) Milk processors in the Province must pay, on an F.O.B. plant basis, the prices of milk components set out in the following table for each class of milk specified:

Component Prices for Classes of Milk				
Class of Milk	Butterfat (\$ per kg)	Protein (\$ per kg)	Other Solids (\$ per kg)	Solids-Non-Fat (\$ per hl)
1(a)	7.6446			74.7200
1(b)	7.6446			60.4900
1(c)	Per current P5 policy for the 1c/4c Pricing Program for innovative products, the price discounts for milk cream and manufactured dairy products are respectively 25% for the first 12 months, 15% for the second 12-month period and 10% for the third 12-month period. The discounts will be deducted off the appropriate P5 target class component prices for approved products.			
2(a)	8.5525	5.9359	5.9359	
2(b)	8.5525	5.9359	5.9359	
3(a)	8.5525	13.8584	0.8707	
3(b)	8.5525	12.4242	0.8707	
3(c)(1)	8.5525	13.8584	0.8707	
3(c)(2)	8.5525	13.8584	0.8707	
4(a)	8.5525	5.3794	5.3794	
4(b)	8.5525	5.4880	5.4880	
4(c)	Per current P5 policy for the 1c/4c Pricing Program for innovative products, the price discounts for milk cream and manufactured dairy products are respectively 25% for the first 12 months, 15% for the second 12-month period and 10% for the third 12-month period. The discounts will be deducted off the appropriate P5 target class component prices for approved products.			
4(d)	8.5525	5.3794	5.3794	

N.S. Reg. 263/2016

Made: December 15, 2016

Filed: December 22, 2016

Public Service Superannuation Plan Regulations—amendment

Order dated December 15, 2016

Amendment to regulations made by Public Service Superannuation Plan Trustee Incorporated under Sections 87 and 88 of the *Public Service Superannuation Act***Public Service Superannuation Plan Trustee Incorporated****Amendment to the *Public Service Superannuation Plan Regulations***

I certify that the Board of Directors of Public Service Superannuation Plan Trustee Incorporated under Sections 87 and 88 of Schedule B, the *Public Service Superannuation Act*, to Chapter 4 of the Acts of 2012, the *Financial Measures (2012) Act*, by resolution dated December 15, 2016, amended the *Public Service Superannuation Plan Regulations*, N.S. Reg. 66/2013, made by the Governor in Council by Order in Council 2013-104 dated March 28, 2013, to replace subsection 21(1) in the manner set forth in the attached Schedule “A”.

The amendments referred to in the attached Schedule “A” are effective on and after December 15, 2016.

Signed at Halifax, Halifax Regional Municipality, Nova Scotia, December 15, 2016.

sgd. *Douglas Moodie*

Douglas Moodie, Secretary (Interim)

Public Service Superannuation Plan Trustee Incorporated

Schedule “A”

**Amendment to the *Public Service Superannuation Plan Regulations*
made by the Governor in Council [Public Service Superannuation Plan Trustee Incorporated]
under Section[s] 87 and 88 of Schedule B, the *Public Service Superannuation Act*,
to Chapter 4 of the Acts of 2012, the *Financial Measures (2012) Act***

The *Public Service Superannuation Plan Regulations*, N.S. Reg. 66/2013, made by the Governor in Council by Order in Council 2013-104 dated March 28, 2013, are amended by repealing subsection 21(1) and substituting the following subsection:

- (1) In this Section, “period of prior contributory service with a public authority” means any period during which an employee was employed full-time by a public authority and contributions were being made, either by the employee or on the employee’s behalf directly or through a funding excess, to a registered pension plan in which the public authority participated in respect of the employee.

N.S. Reg. 264/2016

Made: December 23, 2016

Filed: December 23, 2016

Proclamation, S. 76, S.N.S. 2015, c. 37

Order in Council 2016-310 dated December 23, 2016

Proclamation made by the Governor in Council

pursuant to Section 76 of

An Act to Amend Chapter 5 of the Acts of 1990, the Children and Family Services Act

The Governor in Council on the report and recommendation of the Minister of Community Services dated December 6, 2016, and pursuant to Section 76 of Chapter 37 of the Acts of 2015, *An Act to Amend Chapter 5 of the Acts of 1990, the Children and Family Services Act*, and subsection 3(7) of Chapter 235 of the Revised Statutes, 1989, the *Interpretation Act*, is pleased to order and declare by proclamation that Chapter 37 of the Acts of 2015, *An Act to Amend Chapter 5 of the Acts of 1990, the Children and Family Services Act*, except subsection 33(2), do come into force on and not before March 1, 2017.

PROVINCE OF NOVA SCOTIA

sgd: J. Michael MacDonald

G/S

ELIZABETH THE SECOND, by the Grace of God,
of the United Kingdom, Canada and Her Other
Realms and Territories, Queen, Head of the
Commonwealth, Defender of the Faith.

TO ALL TO WHOM THESE PRESENTS SHALL COME, OR WHOM THE SAME MAY IN ANY WISE
CONCERN,

GREETING:

A PROCLAMATION

WHEREAS in and by Section 76 of Chapter 37 of the Acts of 2015, *An Act to Amend Chapter 5 of the Acts of 1990, the Children and Family Services Act*, it is enacted as follows:

76 This Act comes into force on such day as the Governor in Council orders and declares by proclamation.

AND WHEREAS it is deemed expedient that Chapter 37 of the Acts of 2015, *An Act to Amend Chapter 5 of the Acts of 1990, the Children and Family Services Act*, except subsection 33(2), do come into force on and not before March 1, 2017;

NOW KNOW YE THAT WE, by and with the advice of the Executive Council of Nova Scotia, do by this Our Proclamation order and declare that Chapter 37 of the Acts of 2015, *An Act to Amend Chapter 5 of the Acts of 1990, the Children and Family Services Act*, except subsection 33(2), do come into force on and not before March 1, 2017, of which all persons concerned are to take notice and govern themselves accordingly.

IN TESTIMONY WHEREOF We have caused these
our Letters to be made Patent and the Great Seal of
Nova Scotia to be hereunto affixed.

WITNESS, Our Trusty and Well Beloved His Honour
the Honourable J. Michael MacDonald, Administrator
of the Province of Nova Scotia.

AT Our Law Courts in the Halifax Regional Municipality,
this 23rd day of December in the year of Our Lord two
thousand and sixteen and in the sixty-fifth year of Our
Reign.

BY COMMAND:

sgd: Michel P. Samson
Acting Provincial Secretary
Acting Attorney General and Minister of Justice

N.S. Reg. 265/2016

Made: December 23, 2016

Filed: December 23, 2016

Children and Family Services Regulations

Order in Council 2016-311 dated December 23, 2016

Repeal of regulations and regulations made by the Governor in Council
pursuant to Section 99 of the *Children and Family Services Act*

The Governor in Council on the report and recommendation of the Minister of Community Services dated November 15, 2016, and pursuant to Section 99 of Chapter 5 of the Acts of 1990, the *Children and Family Services Act*, is pleased, effective on and after March 1, 2017, to

- (a) repeal the *Children and Family Services Regulations*, N.S. Reg. 183/91, made by the Governor in Council by Order in Council 91-954 dated August 15, 1991; and
- (b) make new regulations respecting children and family services in the form set forth in Schedule “A” attached to and forming part of the report and recommendation.

Schedule “A”

**Regulations Respecting Children and Family Services
made under Section 99 of Chapter 5 of the Acts of 1990,
the *Children and Family Services Act***

Citation

1 These regulations may be cited as the *Children and Family Services Regulations*.

Interpretation and Administration

Definitions

2 (1) In these regulations,

“Act” means the *Children and Family Services Act*;

“adoption agreement” means an agreement under Section 68 of the Act between a parent and an agency for the purpose of adoption;

“Department” means the Department of Community Services;

“Director of Child Protection” means the Director of Child Protection of the Department;

“Director of Placement Services” means the Director of Placement Services of the Department;

“foster home” means a home approved by an agency as a foster home in which a child is placed by an agency for care, supervision and any other services the child requires;

“hearing” includes a consideration by a judge of a consent order filed with the court;

“place of safety” means a place or 1 of a class of places approved as a child-caring facility for the emergency temporary care and protection of a child;

“placement agreement” means an agreement under Section 19A of the Act between a child who is over 16 but under 19 years of age and an agency or the Minister for placement, or assistance with placement, of the child;

“residential child-caring facility” means a facility for the care of children who are experiencing behavioural and adjustment problems that prevent them from being able to function in a family setting;

“service agreement” means an agreement under Section 19 of the Act between a child who is over 16 but under 19 years of age and an agency for the provision of services;

“special-needs agreement” means an agreement under Section 18 of the Act between a parent or guardian and the Minister or an agency for the care and custody of the child or provision of services to meet the child’s special needs;

“temporary-care agreement” means an agreement under Section 17 of the Act between a parent or guardian and an agency for the agency’s temporary care and custody of the child.

(2) In the Act,

“counselling” includes a service to assist a family in preventing a child becoming in need of protective services or to assist a child who is in need of protective services;

“information relating to the person” in subsection 53A(1) of the Act means information directly about a former child in care but does not include personal information about any of the following persons unless those persons have consented to the release of their information:

- (i) foster-parents, foster-siblings or foster-relatives,
- (ii) other former children in care,
- (iii) a person who made a report under Section 23 of the Act, including their identity,
- (iv) individuals who provided voluntary service to an agency;

“protective services” means services to protect children from abuse and neglect;

“young-offender facility” means a facility providing care, supervision, training and education of young persons committed under the *Youth Criminal Justice Act* (Canada).

- (3) For the purpose of the definition of “relative” in the Act, any of the following are deemed to be related to a person by
- (a) blood, marriage, adoption or common-law relationship: the person’s father, mother, son, daughter, grandfather, grandmother, uncle, aunt, nephew, niece, cousin, brother or sister;
 - (b) marriage or common-law relationship: the person’s spouse’s father, mother, son, daughter, grandfather, grandmother, uncle, aunt, nephew, niece, cousin, brother or sister.
- (4) In subsection (3), “cousin” means the child of an uncle or aunt.

Duties of Minister’s delegate

- 3 A person designated under subsection 5(1) of the Act may perform any act or duty required to be done by the Minister under the Act or regulations.

Prescribed forms

- 4 The forms listed in the following table and as attached to these regulations are prescribed to be used in the administration of the Act.

Form Number	Title/Purpose
1	Licence to Operate a Child-Caring Facility issued under Section 15 of the Act
2	Temporary-Care Agreement—for placement of a child in the temporary care and custody of agency
3	Special-Needs Agreement—for transfer of care and custody, placement and services for a child with special needs in a child-caring facility
4	Special-Needs Agreement—for placement and services for a child with special needs in a child-caring facility
5	Special-Needs Agreement—for providing in-home support services for a child with special needs
6	Services Agreement—for providing services to a child 16 to 19 years old
7	Placement Agreement—for providing placement, or assisting with placement, of child 16 to 19 years old
8	Secure-Treatment Certificate—for authorization to apprehend and convey a child to secure-treatment facility, issued under Section 55 of the Act
9	Report to the Child Abuse Register—Notice of finding, conviction or appeal, required by Section 49
10	Notice of Registration in the Child Abuse Register, issued under subsection 64(1) of the Act
11	Adoption Agreement—for voluntary placement of a child with an agency for purposes of adoption
12	Consent to Medical Treatment—for use as attachment to an agreement in Form 2 or 3 if the agreement contains the optional consent to medical clause

Qualifications of representatives

- 5 (1) A person must meet all of the following qualifications to be eligible to be appointed by the Minister as a representative:
- (a) they must hold a degree in social work or equivalent degree, or be a registered member in

good standing of the Nova Scotia College of Social Workers;

- (b) they must have successfully completed the “Fundamentals of Child Protection” course and related requirements provided by the Department;
 - (c) they must have practised in the field of child protection or the field of child welfare;
 - (d) they must be knowledgeable regarding the Act and have the knowledge and skills in the field of child protection to warrant the person being appointed a representative under the Act, as evidenced by a statement from the head of an agency that attests to this.
- (2) A person is not qualified to be a representative if either of the following apply:
- (a) they are no longer employed as a social worker at an agency;
 - (b) in the opinion of the Minister, they have acted outside their authority as a representative or contrary to the Act or these regulations.
- (3) A person who was appointed as an agent by the Minister on or before December 31, 2016, is deemed to be a representative for the purpose of the *Children and Family Services Act*.

Services to promote the integrity of the family

6 Services to promote the integrity of the family may include but are not limited to the following:

- (a) family group conferencing;
- (b) culturally appropriate services and programs.

Health care professionals’ reporting requirements

- 7 (1) A health care professional who reports abuse under Section 24 of the Act verbally must advise the agency in writing of the information upon which the verbal report is based no later than 3 days after making the verbal report.
- (2) A health care professional who is requested by an agency to examine a child believed to be in need of protective services must, if requested by the agency, submit a report in writing to the agency no later than 3 days after examining the child that indicates whether or not the examination revealed injuries or findings that the child may be in need of protective services.

Child-Care Services, Child-Caring Facilities and Agencies

Appointment of executive directors

- 8 (1) An agency may only hire an Executive Director or renew the appointment of an Executive Director with the approval of the Minister.
- (2) The Minister may revoke an approval given under subsection (1), and if revoked any further funding by the Minister in relation to the salary and related expenses of the Executive Director is also cancelled.

Payments in respect of child-care services and child-caring facilities

- 9 (1) To receive or to continue to receive funding under Section 7 of the Act, a child-care service, child-caring facility, or agency must
- (a) provide the services and meet and maintain the conditions and standards prescribed in the Act

and these regulations; and

- (b) provide the Minister with any information concerning the service, facility or agency in the form and at the times required by the Minister.
- (2) After giving 10 days' notice in writing, the Minister may suspend payment of all or part of the funding provided under the Act or these regulations until such time as the Minister is satisfied that adequate care or administration is being provided if
- (a) the standard of care or service being provided by a child-care service, child-caring facility or agency to children is inadequate; or
 - (b) the administrators fail to ensure proper expenditure of government funding.

Application for approval to operate child-caring facility

10 An application to the Minister for approval to operate a child-care service or child-caring facility under Section 15 of the Act must include all of the following:

- (a) a statement of the philosophy, aims, and objectives of the service or facility;
- (b) a description of the programs and services to be provided;
- (c) any information the Minister identifies as required to evaluate the application, such as a business plan or proposed annual budget.

Policies established for services, facilities and agencies

- 11** (1) Except as provided in subsection (2), a child-care service, child-caring facility or agency must adhere to any policy and procedures established for the service, facility or agency by the Department.
- (2) A child-care service, child-caring facility or agency may, by resolution, adopt its own policies or procedure which, if approved by the Minister, may be used in place of the policy and procedures established under subsection (1).

Agency's procedures for reviewing complaints

- 12** (1) This Section applies only to an agency other than the Minister.
- (2) An agency must establish a written review procedure, approved by its Board of Directors, for hearing and dealing with complaints by any person, including a foster parent, about services sought or received from the agency or services provided on behalf of the agency.
- (3) An agency's review procedure must be approved by the Department's Executive Director of Child, Youth and Family Supports before it is implemented.
- (4) An agency must make a copy of its review procedure available to any person on request.
- (5) A person who makes a complaint to an agency and is not satisfied with the results of the agency's review procedure may have the matter reviewed by the Department.

Evaluation of child-care services, child-caring facilities and agencies

- 13** (1) The Minister must regularly evaluate each child-care service, child-caring facility and agency.
- (2) The Minister must provide a child-care service, child-caring facility or agency with a copy of their

evaluations made under this Section.

Accounts and records

- 14 (1)** A child-care service, child-caring facility or agency must keep proper books, accounts and records, maintain appropriate internal controls and comply with any systems and procedures concerning accounts, records and internal controls that the Minister requires.
- (2)** A child-care service, child-caring facility or agency must have its account books and ledgers audited annually by an accountant licensed under the *Public Accountants Act*, or another competent auditor, and must submit an audited statement for the previous fiscal year to the Minister no later than June 30.

Approval of child-caring facilities

- 15 (1)** A person proposing to construct or renovate a building for the purpose of operating a child-caring facility must apply in writing for the Minister's approval of the proposed construction or renovation before beginning work on the building.
- (2)** An application for an approval required by subsection (1) must be in the form required by the Minister and include any information the Minister require[s] to determine whether the proposed construction will meet the needs of the children for whom it is intended.
- (3)** The Minister may refuse to approve the construction or renovation of a child-caring facility if
- (a)** the information provided in the application is incomplete; or
 - (b)** the Minister determines that the proposed construction or renovation will not meet the needs of the children for whom it is intended.

Child-caring facility licences

- 16 (1)** It is a term and condition of every licence that the licence holder complies with the requirements of the Act, these regulations and any policies established or approved by the Department.
- (2)** A licence for a child-caring facility expires no later than 5 years from the date it is issued or on such earlier date as the Minister determines.
- (3)** A request for the renewal of a child-caring facility licence must be submitted at least 2 months before the licence expires, and must be accompanied by any information the Minister requires to determine the continuing need for the facility.

Approval or licence not funding commitment

- 17** An approval or licence issued for a child-caring facility under the Act or these regulations is not a commitment by the Minister to provide funds to or to share in the expenses of the facility.

Facility staff

- 18 (1)** A child-caring facility must have enough staff to ensure that
- (a)** the requirements of these regulations are complied with; and
 - (b)** staff have reasonable hours of work and holidays.
- (2)** A child-caring facility must have a staff person on duty at all times who is capable of providing emergency care.

- (3) A child-caring facility must maintain competent support staff for all of the following in accordance with standards prescribed by the Director of Placement Services:
- (a) food service;
 - (b) domestic services;
 - (c) maintenance services;
 - (d) program and activity services;
 - (e) administrative services.

Chief Administrative Officer of facility

- 19 (1) A child-caring facility must have a chief administrative officer to be responsible for the overall management of the facility who must perform all of the following duties:
- (a) ensure that the facility operates in compliance with the facility's policies and procedures;
 - (b) ensure that the facility complies with the Act and these regulations;
 - (c) ensure adequate staff orientation and in-service training is provided for staff;
 - (d) plan and implement programs and activities for the facility in accordance with the interests and abilities of the children.
- (2) A child-caring facility must ensure that the Chief Administrative Officer of the facility has sufficient education and experience to enable the person to perform all of the duties set out in this Section.

Facility programming for each child

- 20 A child-caring facility must provide opportunities for each child to engage in a variety of activities, including normal childhood and family living experiences, according to the abilities and interests of the child.

Written information on the rights and obligations of children in facility

- 21 (1) A child-caring facility must provide the children residing in the facility with written information concerning the facility and the rights and obligations of each child while a resident in the facility.
- (2) The information provided to a child under subsection (1) must be appropriate to their age and their level of comprehension.
- (3) If required by the Director of Placement Services, a child-caring facility must obtain the Director's approval of the written information required by this Section before it is provided to the residents of the facility.

Records and information about child maintained by facility

- 22 (1) A child-caring facility must maintain a register containing all of the following information for each child admitted to the facility:
- (a) name;
 - (b) age;

- (c) usual place of residence;
 - (d) parent or guardian;
 - (e) where applicable, the child's tribal affiliation, band or aboriginal community name;
 - (f) the date of admission;
 - (g) date of discharge.
- (2) A child-caring facility must keep the medical information of each child in the facility up to date and must ensure they have a medical examination by a qualified medical practitioner at least once every 12 months.
- (3) A child-caring facility must complete a social, educational and vocational progress report on each child in the facility every 3 months that includes a treatment plan designed to meet the needs of the child.
- (4) A report made under this Section must be kept by the child-caring facility and made available to the Minister on request.

Fire safety at facility

- 23 (1) A child-caring facility must not use any part of the facility that is not approved by the Fire Marshal with respect to fire safety for the care of a child.
- (2) The Chief Administrative Officer of a child-caring facility must request that the Fire Marshal inspect the facility as often as is necessary to ensure the facility complies with the Office of the Fire Marshal's requirements.

Emergency evacuation plan for facility

- 24 (1) A child-caring facility must have an emergency evacuation plan, including arrangements for alternative accommodation for the residents, that is established in cooperation with the local fire department and the emergency measures coordinator for the municipal unit in which the facility is located.
- (2) A child-caring facility's emergency evacuation plan, including the location and operation of fire extinguishers, fire alarm boxes and telephone procedures for calling the fire department, must be posted in a conspicuous location.
- (3) A child-caring facility must ensure that all occupants of the facility are informed of the plan.

Facility physical requirements

- 25 (1) A child-caring facility must provide each child with adequate bedroom space and adequate furniture and storage space for personal belongings.
- (2) A child-caring facility must contain specifically designated areas for recreation, informal living and dining.
- (3) A child-caring facility must contain adequate bathing and toilet facilities.

Standards and procedures for therapeutic quiet rooms in child-caring facilities

- 26 (1) In this Section, "therapeutic quiet rooms" means designated spaces for short-term, emergency interventions designed to protect and enhance the safety of the child and others on the same unit in a

child-caring facility.

- (2) A therapeutic quiet room may only be used if the following criteria are met:
 - (a) it is used only as an intervention of last resort;
 - (b) it is used only in compliance with protocols that are part of the child-caring facility's standard operating procedures and the policies for therapeutic quiet rooms established by the Minister.
- (3) A therapeutic quiet room must be designed and designated specifically for use as a therapeutic quiet room.

Standards and procedures for physical restraint at child-caring facility

27 (1) In this Section,

“harmful behaviour” by a child is defined as behaviour that is physically or emotionally harmful to the child or other residents or employees of a child-caring facility, and includes physically aggressive behaviour towards others, behaviours harmful to the child themselves [themselves] or prolonged out-of-control or destructive behaviour;

“physical restraint” refers to short-term emergency procedures used by 1 or more staff of a child-caring facility who are trained in these procedures to restrict the freedom of movement and control the movement of a child whose harmful behaviour cannot be controlled by any other means.

- (2) Physical restraint may only be used at a child-caring facility to control a child's harmful behaviour in the following circumstances:
 - (a) as a last resort, after all less intrusive interventions have been exhausted;
 - (b) when needed to protect a child or staff of the facility from imminent serious physical harm.
- (3) A child-caring facility must comply with the policies for the use of physical restraint established by the Minister.

Food requirements

28 (1) A child-caring facility must provide each child at the facility with all of the following:

- (a) morning, noon and evening meals that
 - (i) meet the special dietary requirements of the child, and
 - (ii) provide the recommended dietary allowances in accordance with the Canada Food Guide;
 - (b) a snack in the afternoon and before bedtime.
- (2) The Chief Administrative Officer of a child-caring facility must designate a staff member as the supervisor of food services for the facility.
 - (3) The supervisor of food services of a child-caring facility is responsible for all of the following:
 - (a) planning and maintaining records of daily menus and special diets;

- (b) ensuring that the facility's menus are evaluated by a dietician and meet the requirements of subsection (1).

Children's medications

- 29 (1) A Chief Administrative Officer of a child-caring facility must ensure that any medication prescribed for a child in the facility is administered properly and in accordance with the prescription.
- (2) A person must not administer a drug to a child in a child-caring facility unless the person is designated for the purpose by the facility's Chief Administrative Officer and the person is competent to do so.
- (3) A drug prescribed for a child in a child-caring facility must not be administered to another child.

Facility inspections

- 30 (1) A child-caring facility must be inspected at least once a year by a person authorized by the Minister to inspect the facility.
- (2) A person authorized to inspect a child-caring facility may inspect the facility as many times as is necessary to ensure that the facility complies with the Act and these regulations.

Concerns or complaints about facility to Director of Placement Services

- 31 (1) A child in a child-caring facility, or their parent or guardian, may submit any concern or complaint relating to the facility to the Director of Placement Services.
- (2) The Director of Placement Services must ensure that a complaint and concern submitted under subsection (1) is investigated.

Foster homes

- 32 (1) Subsection 13(2) and Sections 14 to Section 28 do not apply to foster homes.
- (2) An agency must not approve a home as a foster home unless the home complies with the foster home policy established by the Department or agency, as approved by the Minister.

Places of safety

- 33 (1) Section 9 and Sections 13 to 28 do not apply to a place of safety.
- (2) An agency must not approve a place as a place of safety unless the place of safety complies with the Department's policy with respect to places of safety.

Placement of children in care

- 34 (1) Except as provided in subsection (2), an agency must not place a child who is in its care and custody in a child-caring facility unless the facility is licensed or approved under Section 15 of the Act or licensed or approved under the child welfare licensing legislation of another jurisdiction.
- (2) An agency may place a child who is 16 years of age or older who is in its care and custody in any of the following:
- (a) a residence that is licensed or approved under other Provincial legislation;
- (b) a residence other than a residence described in clause (a), if all of the following conditions are met:
- (i) the Director of Child Protection determines the placement to be appropriate to meet the

- needs of the child,
- (ii) the child consents to the placement,
 - (iii) the person in charge of the residence agrees to the placement.
- (3) When a child who is in a child-caring facility or who is the subject of a temporary care agreement or a special-needs agreement reaches 16 years of age, the child's placement in the facility may continue and the agreement may be renewed until the child reaches the age of majority, if such placement or renewal is not otherwise contrary to the Act or these regulations.
- (4) The placement of a child who is a party to a placement agreement may continue and the agreement may be renewed in accordance with subsection 19A(3) of the Act until the child reaches the age of majority, if the placement or renewal is not otherwise contrary to the Act or these regulations.

Special-Needs Agreements

Special needs and services for special-needs agreements

- 35 (1) For the purpose of prescribing special needs for Section 18 of the Act, a child has special needs if the child meets any of the following criteria:
- (a) the child has significant behaviours that put the child or others at risk of harm and a mild or moderate intellectual disability, as diagnosed by a licensed health care professional, that has been documented within the 2 years immediately before the date the application for services is submitted;
 - (b) the child has a severe to profound intellectual disability, as diagnosed by a licensed health care professional, that has been documented within the 2 years immediately before the date the application for services is submitted; or
 - (c) the child has a significant physical disability with ongoing functional limitations that are a result of the disability and that seriously limit the child's capacity to perform age-appropriate activities of daily living, as determined by a licensed health care professional.
- (2) Services for which a special-needs agreement may be entered into include residential services in a child-caring facility.

Applications for special-needs agreements

- 36 A parent or guardian may apply to the Minister to enter into a special-needs agreement for any of the following to be provided to a child who has special needs as prescribed in Section 35 for Section 18 of the Act:
- (a) transfer of care and custody of the child to the Minister and placement and services to be provided to the child while in care at a child-caring facility;
 - (b) placement of a child who remains in the care of their parent in a child-caring facility and services to be provided to the child while in the facility;
 - (c) services to be provided to a child in the child's home.

Review of application for special-needs agreement

- 37 Before entering into a special-needs agreement, the Minister or any agency to which the application is made must review each application for a special-needs agreement, and must determine all of the

following, in accordance with Department policy:

- (a) the child's eligibility for services and the appropriateness of delivering those services in a child-caring facility, based on the assessed
 - (i) special needs of the child, and
 - (ii) capacity of the child's parent or guardian to care for the child at home;
- (b) the availability of services and child-caring facilities, as appropriate;
- (c) any funding available from the Province;
- (d) any funding contribution required from a parent or guardian, if appropriate.

Financial Contributions and Costs

Financial contribution of parent or guardian

- 38 (1)** Before a temporary-care agreement or a special-needs agreement is entered into, the agency or the Minister must inquire into the ability of the child's parent or guardian to contribute financially toward the cost of the maintenance of and services for the child.
- (2)** Whether a parent or guardian is able to contribute towards costs under subsection (1) is determined based on Schedule 1 of the Federal Child Support Guidelines established under section 26.1 of the *Divorce Act* (Canada).

Maximum maintenance court may order payable

- 39** The maximum maintenance amount that the court may order to be payable under Section 52 of the Act is the amount the court may order under Schedule 1 of the Federal Child Support Guidelines established under section 26.1 of the *Divorce Act* (Canada).

Payment of qualified mediators

- 40 (1)** Subject to subsection (2), the cost of mediation services provided under Section 13 of the Act or under a court order issued under Section 21 of the Act may be paid for in whole or in part by the Minister in accordance with rates established by the Minister.
- (2)** Only services provided by a mediator who possesses the qualifications approved by the Minister may be paid under subsection (1).

Fees and disbursements of counsel or guardian ad litem

- 41** The reasonable fees and disbursements to be paid by the Minister under subsection 37(4) of the Act are
- (a) for counsel representing a child, those that are in accordance with the Nova Scotia Legal Aid Tariff of fees made under Section 27 of the *Legal Aid Act*;
 - (b) for a guardian ad litem representing a child, as determined by the Minister, not exceeding the amounts for counsel under subsection (1).

Payment of costs for Mi'kmaq child with provincial settlement

- 42 (1)** In this Section, a Mi'kmaq child has "provincial settlement" and the Province continues to have financial responsibility for the child if all of the following apply:

- (a) the child's permanent care and custody is transferred under subsections 47(6) and (7) of the

Act to an agency by the Minister;

- (b) the child does not meet the criteria for federal funding for aboriginal children in care at the time the child is transferred to the agency.
- (2) The Minister must pay 100% of the costs of the maintenance of a child who has provincial settlement in accordance with the fees established by the Minister for the reasonable costs of maintenance, assessment, treatment or services by qualified persons.
- (3) The costs under subsection (2) for a child who is a resident in a home for special care licensed or approved under the *Homes for Special Care Act* and its regulations must be determined and provided for under the *Social Assistance Act*.

Secure-Treatment Facilities

Definitions for secure-treatment facilities

43 (1) In Sections 54 to 66 of the Act and these regulations,

“person in charge” of a secure-treatment facility means a manager of the facility or their designate;

“treatment services” includes treatment interventions provided in a secure-treatment facility.

- (2) In subsection 55(1) of the Act, “five days” means 5 working days, and a working day does not include a Saturday, a holiday or any other day when government offices are closed for business.

Service of secure-treatment certificate

44 Service of a secure-treatment certificate required by subsection 55(3) of the Act must be made by the following applicable methods:

- (a) for the child who is the subject of the certificate, by personal service;
- (b) for the nearest legal aid office, by any of the following:
 - (i) personal service,
 - (ii) registered mail,
 - (iii) fax.

Consent of Minister to placement in secure-treatment facility

- 45 (1)** Unless the placement, renewal or review is approved, applied for or consented to by the Minister, a child must not be placed in a secure-treatment facility and a court, judge, justice, youth justice court judge or tribunal must not order, renew or review placement of a child in a secure-treatment facility.
- (2) The Minister’s consent required by Section 56 of the Act to an application by an agency for any of the following must be in the form of a letter signed by the Minister:
 - (a) a secure-treatment order under subsection 56(1) of the Act;
 - (b) renewal of a secure-treatment order under subsection 56(4) of the Act;
 - (c) review of a secure-treatment order under subsection 57(1) of the Act.

Leave of absence from secure-treatment facility

- 46 (1)** A child must request approval from the person in charge for a leave of absence from a secure-treatment facility under subsection 60(1) of the Act, and must include all of the following in their request:
- (a) the medical, humanitarian or rehabilitative reason for the requested leave of absence;
 - (b) for a request for a leave of absence to attend a legal proceeding, the reason why their attendance is required;
 - (b) the duration of the requested leave of absence.
- (2)** A person in charge must document each request for a leave of absence from a secure-treatment facility and include any relevant details the person considers necessary, including all of the following information:
- (a) the date of the request;
 - (b) the reason for the leave of absence;
 - (c) whether the leave of absence is granted or refused;
 - (d) any terms and conditions of the leave of absence;
 - (e) the duration of the leave of absence;
 - (f) the name of the person who has charge of the child during the leave of absence.
- (3)** A person employed at a secure-treatment facility may be designated by the Minister as a person who may apprehend a child who is the subject of a secure-treatment certificate or order and return the child to the facility, for the following circumstances:
- (a) if a child leaves the facility without a leave of absence; or
 - (b) if a child fails to return to the facility in accordance with the terms and conditions of a leave of absence.

Child Abuse Register**Information to be recorded in Child Abuse Register**

- 47 (1)** All of the following is prescribed as information that must be entered into the Child Abuse Register under subsection 63(2) of the Act:
- (a) in addition to the name of the person required to be entered under subsection 63(2) of the Act, all of the following about the person:
 - (i) date of birth,
 - (ii) whether they are a young person under the *Youth Criminal Justice Act* (Canada),
 - (iii) sex,
 - (iv) medical insurance number (MSI),

- (v) social insurance number, if required under subsection (2),
 - (vi) driver's licence master number, if required under subsection (2),
 - (vii) finger print service number,
 - (viii) place of residence at the time of abuse or offence;
- (b) type of abuse found to have occurred;
 - (c) which of the following provisions the matter is recorded under:
 - (i) clause 63(2)(a) of the Act (finding in need of protective services),
 - (ii) clause 63(2)(b) of the Act (criminal conviction),
 - (iii) clause 63(2)(c) of the Act (finding of abuse),
 - (iv) Section 104 of Act (registration under former Act);
 - (d) date the matter is recorded in the Register;
 - (e) unique identifying number for the record in the Register.
- (2) For the purpose of accurately identifying a person whose name is on the Child Abuse Register or whose name is to be placed on or removed from the Child Abuse Register, the Minister or the judge or justice of any court may require the person or the applicable government department or government agency to provide any of the following to the Minister for registration in the Register:
- (a) the person's social insurance number;
 - (b) the person's drivers' licence master number.

Prescribed offences

- 48 (1) All of the offences under the *Criminal Code* (Canada) set out in Form 9 are prescribed as offences for which a conviction requires registration in the Child Abuse Register under clause 63(2)(b) of the Act or subsection 104(2) of the Act.
- (2) A conviction of a young person for assault under section 266 of the *Criminal Code* (Canada) is not prescribed as an offence for the purpose of subsection (1).

Report of finding or conviction to Minister

- 49 (1) Every court that makes a finding as described in clause 63(2)(a) or (c) of the Act must report the finding to the Minister for entry in the Child Abuse Register.
- (2) Every court that enters a conviction referred to in clause 63(2)(b) of the Act must report the conviction to the Minister for entry in the Child Abuse Register.
- (3) Information required to be entered by the Minister under subsection 63(2) of the Act must be entered when the Minister receives a report under subsection (1) or (2) from the court.
- (4) A report of a finding under subsection (1) must be certified by the family court officer for the Family Court or by the clerk of the court in which the finding is made.

- (5) A report of a conviction under subsection (2) must be certified by the clerk of the court in which the conviction is entered.

Where appeal has been filed

- 50 (1)** Any information in the Child Abuse Register that is made available under subsection 66(2), (3) or (4) of the Act must include notification of any of the following if documentation is provided to the Minister to establish that the appeal or application has been filed:
- (a) an appeal filed in relation to a finding referred to in clause 63(2)(a) or (c) of the Act, or a conviction referred to in clause 63(2)(b) of the Act;
 - (b) an application to remove a person's name from the Child Abuse Register under subsection 64(2) of the Act.
- (2)** The court must report any of the following determinations to the Minister to remove the name of a person from the Child Abuse Register or make such other alterations or deletions to the Child Abuse Register as the court orders:
- (a) quashing of a conviction with respect to the person referred to in clause 63(2)(b) of the Act;
 - (b) reversal of a finding with respect to the person referred to in clause 63(2)(a) or (c) of the Act;
 - (c) granting of an application to remove a person's name from the Child Abuse Register under subsection 64(2) of the Act.

Disclosure of information in Child Abuse Register

- 51 (1)** A request in writing under subsection 66(4) of the Act for disclosure of information in the Child Abuse Register may be on the form provided by the Minister.
- (2)** The results of a search of the Child Abuse Register to provide a person with disclosure of information under subsection 66(4) of the Act must be provided in writing.

Information for research

- 52 (1)** In this Section and clause 66(3)(b) of the Act, "research" means the study or analysis of any of the following:
- (a) children in need of protective services;
 - (b) children who are subject to abuse;
 - (c) the families of children described in clauses (a) and (b);
 - (d) the nature and extent of child abuse.
- (2)** For information in the Child Abuse Register to be used for research under clause 66(3)(b) of the Act, all of the following conditions must be met:
- (a) a written request to use the Child Abuse Register for research must be made to the Minister that specifies all of the following:
 - (i) the purpose of the research,
 - (ii) the specific information required from the Child Abuse Register,

- (iii) the use of the research results,
 - (iv) the names and qualifications of all of the researchers;
 - (b) all of the researchers must sign a declaration of confidentiality;
 - (c) any terms and conditions required by the Minister to protect the integrity and confidentiality of the Register.
- (3) Only non-identifying information from the Child Abuse Register may be made available for research.

Age limit for registration in Child Abuse Register

53 Unless otherwise ordered by a court, no information about a person may be recorded in the Child Abuse Register for abuse that occurred before the person turns 12 years old.

Notice of registration in Child Abuse Register

54 Service of a notice of registration in the Child Abuse Register required by subsection 64(1) of the Act must be by mail with proof of delivery to

- (a) the person at their last known mailing residence as reported to the Minister on Form 9; or
- (b) for a person under 19 years old to any of the following at the last known mailing residence of the person, parent or guardian as reported to the Minister on Form 9:
 - (i) the person,
 - (ii) the parent or guardian of the person,
 - (iii) both the person and the parent or guardian of the person.

Adoptions**In loco parentis**

55 (1) For the purposes of the definition of “parent” in subclause 67(1)(f)(iv) of the Act, an individual stands in loco parentis to a child if the individual meets all of the following criteria:

- (a) they cohabit in a marriage-like relationship with the child’s father or mother who has the care of the child;
- (b) they contribute to the financial support of the child;
- (c) they behave as if they were the parent of the child.

Parent signature on adoption agreement witnessed

56 (1) An agency that enters into an adoption agreement must, whenever feasible in the circumstances, ensure that the parent’s signature is witnessed by a person, other than an employee of the agency, who understands and can explain to the parent the nature and effect of the agreement and that the agreement constitutes a consent for the purposes of adoption.

- (2) An adoption agreement is not defective because the parent’s signature is witnessed by a person contrary to subsection (1).

Signature of Minister or agency on adoption agreement

- 57** A person who signs an adoption agreement or a consent to adoption under subsection 74(7) of the Act on behalf of an agency or the Minister must refer to the name of their office or position together with the words “Authorized under the *Children and Family Services Act* and the *Children and Family Services Regulations*”, and when a document contains such reference, the document
- (a) must be received in evidence without further proof of the authority of the person who signs or executes the document; and
 - (b) may be relied on as an effective exercise of the power or function to which the document relates.

Notice of termination of adoption agreement

- 58** An agency that declares an adoption agreement to be terminated must take all reasonable steps to inform the parent who signed the adoption agreement that the adoption agreement has been terminated.

Notice of proposed adoption

- 59** (1) A notice of proposed adoption required by subsection 48(4), 67(2) or 68(5) of the Act or Section 76 of the Act may be in a form approved by the Minister.
- (2) Failure to include all of the information required in a notice of proposed adoption does not render the notice invalid.

Minister to notify court if adoption for Mi'kmaq child

- 60** If the Minister receives notice of a hearing of an application under clause 76(1)(b) of the Act for adoption of a child who is under 19 years of age and the Minister has information that the child proposed to be adopted is or may be a Mi'kmaq child, the Minister must advise the court of that information before the hearing.

Notice of placement for adoption

- 61** When a final order for adoption is granted, an agency must, for informational purposes
- (a) if the whereabouts of the parent are known, advise the parent that the final order for adoption has been granted; or
 - (b) if the whereabouts of the parent are not known, provide the information described in clause (a), upon request by the parent.

Transitional**Proceedings under former regulations**

- 62** (1) In this Section, “former regulations” means the *Children and Family Services Regulations*, N.S. Reg. 183/91.
- (2) Any proceeding commenced under the former regulations and not finally disposed of before the date that these regulations come into force must be dealt with and disposed of in accordance with the former regulations as they read immediately before these regulations came into force, as though these regulations had not come into force.

Forms

Form 1—Licence to Operate Child-Caring Facility (Children and Family Services Act, S. 15) Province of Nova Scotia Department of Community Services

_____ (name) of _____ (address) is hereby licensed to operate a child-caring facility at _____ (municipality) in the County of _____ (county) subject to the *Children and Family Services Act* and its regulations and subject to any terms, conditions or restrictions set out in this licence.

Terms, conditions or restrictions:

All of the following are terms and conditions of this licence:

1. The licence holder must comply with the Act, its regulations and any policy established or approved by the Department.

Expiry

This licence expires on _____, 20____ unless cancelled or suspended before that date.

Issued at Halifax, Nova Scotia, _____, 20____.

Witness

(Minister of Community Services/ (position/title),
Designate of the Minister of Community
Services under subsection 5(1) of the Act)

Form 2—Temporary-Care Agreement (Children and Family Services Act, S. 17)

Between: _____ (name of agency)
the “Agency”

- and -

_____ (name(s) of parent(s) or guardian(s))
the (“parent”/“parents”)

Purpose of agreement

The purpose of this agreement is to place the (child/children) named below in the temporary care and custody of the agency and to set out the rights and obligations of the agency and the (parent/parents) while the (child/children) are in the agency’s temporary care and custody.

(Child/children) placed in temporary care and custody of agency

The (child/children) to be placed with the agency under this agreement are

Full name of child	Birthdate

Band or aboriginal community of (child/children) (if applicable)

(To be completed, if applicable.)

The band or aboriginal community of the (child/children) is as follows:

Band or aboriginal community	Contact information

Reasons for temporary placement with agency

The parents are temporarily unable to care adequately for the (child/children) for the following reasons:

Period of agreement

The agency will take the (child/children) into its temporary care and custody beginning on _____
(date) and ending on _____ (date) unless this agreement is terminated before that date in
accordance with the terms of this agreement.

(Note: This period cannot be longer than 6 months (s. 17(3) of Act), but may be extended.)

Acknowledgments

- (1) The parties agree that placing the (child/children) in the temporary care and custody of the agency is voluntary.
- (2) The parties have discussed other alternatives to placing the (child/children) in the temporary care and custody of the agency, including placement with a relative or member of the (child/children)'s community, placement of an aboriginal child in customary care and providing services in the (child/children)'s home .
- (3) The agency has determined that an appropriate placement that is likely to benefit the (child/children) is available.
- (4) The parties agree to work together to plan for returning the (child/children) to the (child/children)'s home.

Parent(s)' obligations

- (1) The (parent/parents) agree to maintain contact with the agency and, for that purpose, to notify the agency of any extended absence or change in address.
- (2) The (parent/parents) must visit with the (child/children) regularly as set out below:

Alternate contact for parents

If it is not possible to contact the (parent/parents), the agency may contact the following (person/persons) about the (child/children):

Name:
Address:
Phone number:
Relationship to (parent/parents):

Consent to obtain information

The (parent/parents) consent to the agency obtaining any information from other agencies, persons or organizations about the (child/children) that is necessary for the agency's care of the (child/children) and agree to sign any written consents or releases that the agency requires to obtain that information.

Contacts for agency

The agency worker supervising this agreement is

Name:
Phone number:

Outside of regular office hours, the (parent/parents) may call the agency's emergency duty number at: _____

Agency's obligations

The agency agrees to keep the (parent/parents) informed of the (child/children)'s progress, including notifying them as soon as possible of any emergency involving the (child/children) or any absence of the (child/children) from the agency's care and notifying them of any change in the (child/children)'s placement.

Case plan

(1) The following goals, objectives and services for the (child/children) are agreed to by the parties:

Goals:
Objectives:
Services:
Culturally appropriate activities and resources:

(2) These goals, objectives and services may be reviewed and changed by the agency at any time during the period of this agreement, but any changes must be discussed by the agency with the (parent/parents).

Consent to medical treatment

(This clause is optional. If no consent to medical treatment (Form 12) is attached to this agreement, the (parent/parents) retain the right to consent to medical treatment.)

Attached to this agreement is a consent to medical treatment (Form 12) signed by the (parent/parents) authorizing the agency to consent to medical, surgical, dental, psychiatric or other necessary medical treatment for the (child/children) for which the consent of a parent would otherwise be necessary, subject to any specific restrictions set out in the consent to medical treatment.

Financial contribution by parent(s)

(1) The agency and the (parent/parents) have reviewed the (parent's/parents') ability to pay and the (parent/parents) agree to pay the following sum as a financial contribution to the care of the (child/children):
_____, to be paid _____ (monthly, quarterly, etc.).

- (2) The agency must apply any financial contribution towards the cost of the agency’s care of the (child/children).

Varying terms of agreement

The agency or the (parent/parents) may request a review of the terms of this agreement at any time, and this agreement may be varied if all parties agree.

Extending agreement

The period of this agreement may be extended if all parties agree.
 In accordance with the Act, the total period of the agreement including any extensions cannot be longer than 12 months.

Expiry date of agreement

Unless extended, this agreement expires on the date set out in the period of agreement.

Terminating agreement

The agency or the (parent/parents) may terminate this agreement earlier than the expiry date upon giving _____ days’ notice in writing to the other party.

Special terms of agreement

The following are special terms of this agreement:

Explanation of agreement and independent advice

The agency states that, before signing this agreement:

- (a) the purpose and terms of the agreement (including any consent to medical treatment) have been explained to the (parent/parents) by the agency and they have had a reasonable opportunity to review the agreement;
- (b) the (parent has/parents have) been informed of their right to obtain independent advice before signing the agreement and the agency has encouraged the (parent/parents) to seek independent legal advice.

Signatures

This agreement has been signed and witnessed at _____ (name of municipality), Nova Scotia, on _____, 20____.

 Witness

 Person signing on behalf of agency (position/title)

 Witness

 Parent

 Witness

 Parent

Agreement explained to child 12 years old or more

(Note: If a child placed in temporary care and custody of an agency under this agreement is 12 years of age or older when this agreement is signed, the following should be completed if the child has the ability to understand this agreement.)

This agreement was explained to me by the agency worker and I have reviewed this agreement with the agency worker and my (parent/parents). I understand the purpose and terms of the agreement.

Witness

Child

Date: _____

Form 3—Special-Needs Agreement: Transfer of Care and Custody, Placement and Services for Child with Special Needs in Child-Caring Facility
(Children and Family Services Act, S. 18)

Between: _____ (name of agency)
the (“agency”)
- and -
_____ (name(s) of parent(s) or guardian(s))
the (“parent”/“parents”)

Purpose of agreement

The purpose of this agreement is to place the (child/children) named below in the care and custody of the agency and to provide for services to meet their special needs, and to set out the rights and obligations of the agency and the (parent/parents) while the (child/children) are in the agency’s care and custody.

Child(ren) placed in care and custody of agency

The (child/children) to be placed in the care and custody of the agency under this agreement (is/are):

Full name of child	Birthdate

Band or aboriginal community of (child/children) if applicable

The band or aboriginal community of the (child/children) if applicable is as follows:

Band or aboriginal community	Contact information

Reasons for placement with agency

The (parent/parents) are unable to provide the services required by the (child/children) because of the special needs of the (child/children).

Period of agreement

The agency will take the (child/children) into its care and custody beginning on _____ (date) and ending on _____ (date) unless this agreement is terminated before that date in accordance with the terms of this agreement.

(Note: This period cannot be longer than 1 year (s. 18(2) of Act), but may be extended.)

Acknowledgments

- (1) The parties agree that placing the (child/children) in the care and custody of the agency is voluntary.
- (2) The parties agree that the (child has/children have) one or more of the special needs prescribed for the purposes of Section 18 of the *Children and Family Services Act*, including the following characteristics:

- (3) The parties have discussed other alternatives to placing the (child/children) in the care and custody of the agency, including placement with a relative or member of the child's community, the placement of an aboriginal child in customary care and providing services in the (child/children)'s home.

(Parent's/Parents') obligations

- (1) The (parent/parents) agree to maintain contact with the agency and, for that purpose, to notify the agency of any extended absence or change in address.
- (2) The (parent/parents) must visit with the (child/children) regularly as set out below:

Alternate contact for parent(s)

If it is not possible to contact the (parent/parents), the agency may contact the following (person/persons) concerning the (child/children):

Name:
 Address:
 Phone number:
 Relationship to (parent/parents):

Consent to obtain information

The (parent/parents) consent to the agency obtaining any information from other agencies, persons or organizations about the (child/children) that is necessary for the agency's care of the (child/children) and agree to sign any written consents or releases that the agency requires to obtain that information.

Contacts for agency

The agency worker supervising of agreement is

Name:
 Phone number:

Outside of regular office hours, the (parent/parents) may call the agency's emergency duty number at:

_____.

Agency's obligations

The agency agrees to keep the (parent/parents) informed of the progress of the (child/children), including notifying them as soon as possible of any emergency involving the (child/children) or any absence of the (child/children) from the agency's care and notifying them of any change in the (child/children)'s placement.

Case plan

(1) The following goals, objective and services for the (child/children) are agreed to by the parties:

Goals:

Objectives:

Services:

Culturally appropriate activities and resources:

(2) The goals, objectives and services may be reviewed and changed by the agency at any time during the period of this agreement but any changes must be discussed by the agency with the (parent/parents).

Consent to medical treatment

(This clause is optional. If no consent to medical treatment (Form 12) is attached to this agreement, the (parent/parents) retain the right to consent to medical treatment.)

Attached to this agreement is a consent to medical treatment (Form 12) signed by the (parent/parents) authorizing the agency to consent to medical, surgical, dental, psychiatric or other necessary medical treatment for the (child/children) for which the consent of a parent would otherwise be necessary, subject to any specific restrictions set out in the consent to medical treatment.

Financial contribution

(1) The agency and the (parent/parents) have reviewed the (parent's/parents) ability to pay and the (parent agrees/parents agree) to pay the following sum as a financial contribution to the care of the (child/children):

_____, to be paid _____ *(monthly, quarterly, etc.)*.

(2) The agency must apply any financial contribution towards the cost of agency's care of the (child/children).

Varying terms of agreement

The agency or the (parent/parents) may request a review of the terms of this agreement at any time, and this agreement may be varied if all parties agree.

Extending agreement

This agreement may be extended if all parties agree.

In accordance with the Act, extensions may be for periods of up to 1 year, with approval of the Minister.

Expiry date of agreement

Unless extended, this agreement expires on the date set out above under period of agreement.

Terminating agreement

The agency or the (parent/parents) may terminate this agreement earlier than the expiry date upon giving _____ days' notice in writing to the other party.

Special terms of agreement

The following are special terms of this agreement:

Explanation of agreement and independent advice

The agency states that, before signing this agreement:

- (a) the purpose and terms of this agreement (including any consent to medical treatment) have been explained to the (parent/parents) by the agency and they have had a reasonable opportunity to review the agreement.
- (b) the (parent has/parents have) been informed of their right to obtain independent advice before signing this agreement and the agency has encouraged the (parent/parents) to seek independent legal advice.

Signatures

This agreement has been signed and witnessed at _____ (name of municipality), Nova Scotia, on _____, 20____.

Witness

Person signing on behalf of agency (position/title)

Witness

Parent

Witness

Parent

Agreement explained to child 12 years old or more

(Note: If a child placed in the care and custody of the agency under this agreement is 12 years of age or older when this agreement is signed, the following should be completed if the child has the ability to understand this agreement.)

This agreement was explained to me by the agency worker and I have reviewed this agreement with the agency worker and my (parent/parents). I understand the purpose and terms of this agreement.

Witness

Child

Date: _____

Form 4—Special-Needs Agreement: Placement and Services for Child with Special Needs in Child-Caring Facility

(Children and Family Services Act, S. 18)

Between: _____ (Minister/name of agency)
the (“Minister”/“agency”)

- and -

_____ (name(s) of parent(s) or guardian(s))
the (“parent”/“parents”)

Purpose of agreement

The purpose of this agreement is to set out the services to be provided to the (child/children) named below in a child-caring facility and to set out the rights and obligations of the (Minister/agency) and the parent/parents in relation to the services to be provided.

Child(ren) placed in child-caring facility

This agreement is made in relation to the following (child/children):

Full name of child	Birthdate

Reasons for placement in child-caring facility

The (parent/parents) are unable to provide the services required by the (child/children) because of the special needs of the (child/children).

Acknowledgments

- (1) The parties agree that the (child has/children have) one or more of the special needs prescribed for the purposes of Section 18 of the *Children and Family Services Act*, including the following characteristics:

- (2) The parties agree that _____ (*name of child-caring facility*) (the “facility”), a child-caring facility approved or licensed by the Minister, is able to meet the special needs of the (child/children).
- (3) The parties agree that the (parent/parents) will retain care and custody of the (child/children), but that the (child/children) will reside at the facility), which will provide services to meet their special needs.

(Minister/agency)’s obligations

The (Minister/agency) must

- (a) make a financial contribution toward the cost of maintenance of the (child/children) and the services provided to the (child/children) as set out in the attached schedule;
- (b) periodically review the progress of the (child/children) and their need for services and regularly advise the (parent/parents) of the (child/children)’s progress; and
- (c) monitor and enforce the facility’s approval or licensing compliance.

(Parent’s/Parents’) obligations

The Parents must

- (a) retain care and custody of the (child/children) and must visit the (child/children) at the facility regularly, take the (child/children) on outings and arrange for temporary visits at home, specifically as follows:
- (b) actively participate in planning for further care and programs required for the (child/children) when the (child is/children are) discharged from the child-caring facility, specifically as follows:

- (c) provide 30 days' notice to the (Minister/agency) and to the facility before removing the (child/children) from the facility;
- (d) make a financial contribution toward the cost of maintenance of the child and services provided to the (child/children), as set out in the attached schedule, and provide financial information to the (Minister/agency) on the anniversary date of this agreement for the reassessment of the contribution amount.

Duty to report

The (parent acknowledges/parents acknowledge) their duty to report information indicating that the (child is/children are) in need of protective services, or (is/are) or may be suffering or may have suffered abuse by a person other than a parent or guardian, to an agency under Sections 23 and 25 of the *Children and Family Services Act*.

Staff authorized to return child(ren) to facility

The (parent/parents) agree that if the (child leaves/children leave) the facility without the consent of the staff of the facility, the staff of the facility are hereby authorized to take reasonable measures to have the (child/children) returned to the facility.

Parent(s) must discharge child(ren) before moving

The (parent/parents) agree that they will not move out of the Province without making arrangements for the child to be discharged from the facility to the (parent/parents).

Consent to medical treatment

(This clause is optional. If no consent to medical treatment (Form 12) is attached to this agreement, the (parent/parents) retain the right to consent to treatment.)

Attached to this agreement is a consent to medical treatment (Form 12) signed by the (parent/parents) authorizing the (Minister/agency) or child-caring facility to consent to medical, surgical, dental, and psychiatric or other necessary medical treatment for the (child/children) for which the consent of a parent would otherwise be necessary, subject to any specific restrictions set out in the consent to medical treatment.

Period of agreement

This agreement comes into force and applies on and after _____, 20___, and terminates on _____, 20___.

(Note: This period cannot be longer than 1 year (s. 18(2) of Act), but may be extended.)

Varying terms of agreement

The (Minister/agency) or the (parent/parents) may request a review of the terms of this agreement at any time, and the terms may be varied if all parties agree.

Extending agreement

This agreement may be extended if all parties agree.

In accordance with the Act, extensions may be for periods of up to 1 year, with approval of the Minister.

Terminating agreement

Either party to this agreement may terminate the agreement without cause or liability by giving 30 days' notice in writing to the other party.

Notice to parties

Any notice or other communication to the (Minister/agency) and to the (parent/parents) about this agreement must be given in writing to the parties.

Signatures

This agreement has been signed and witnessed at _____ (name of municipality), Nova Scotia, on _____, 20____.

Witness

(Minister of Community Services/Person signing on behalf of (Minister/agency) (position/title))

Witness

Parent

Witness

Parent

Witness

Person signing on behalf of child-caring facility (position/title)

Form 5—Special-Needs Agreement: Providing In-home Support Services for Child with Special Needs
(Children and Family Services Act, S. 18)

Between: _____ (name of Minister), Minister of Community Services
the “Minister”

- and -

_____ (name(s) of parent(s) or guardian(s))
the (“parent”/“parents”)

Child with special needs

It has been determined that _____ (name of child) is a child who has one or more of the special needs prescribed for the purposes of Section 18 of the Children and Family Services Act, including the following characteristics:

Services

The Minister wishes to assist the (parent/parents) in keeping the family unit together, and therefore agrees to provide the following assistance and services to the (parent/parents):

Notification to Minister

The (parent/parents) agree to notify the Minister immediately of any change in family circumstances related to the condition or needs of the child.

Period of agreement

This agreement comes into force and applies on and after _____, 20____, and terminates on _____, 20____.

(Note: This period cannot be longer than 1 year (s. 18(2) of Act), but may be extended.)

Varying terms of agreement

The Minister or the (parent/parents) may request a review of the terms of this agreement at any time, and the terms may be varied if all parties agree.

Extending agreement

This agreement may be extended if all parties agree.

In accordance with the Act, extensions may be for periods of up to 1 year, with approval of the Minister.

Terminating agreement

Either party to this agreement may terminate the agreement earlier by giving _____ days’ notice in writing to the other party.

Signatures

This agreement has been signed and witnessed at _____ *(name of municipality)*, Nova Scotia, on _____, 20____.

Witness

(Minister of Community Services/Person signing on behalf of Minister
(position/title))

Witness

Parent

Witness

Parent

Form 6—Services Agreement: Providing Services to Child Over 16 and Under 19 Years of Age
(Children and Family Services Act, S. 19)

Between: _____ *(name of agency)*
the “agency”

- and -

_____ *(name of child)*
the “child”

Purpose of agreement

The purpose of this agreement is to provide for services to the child, who is over 16 and under 19 years of age and in need of protective services, and to set out the obligations of each of the parties to this agreement in relation to the services to be provided.

Services to be provided to child in need of protective services

The parties agree that the child is in need of protective services and agree to the services to be provided to meet the child's needs as outlined in the agreed-upon case plan.

Band or aboriginal community of child if applicable

The band or aboriginal community of the child if applicable is as follows:

Band or aboriginal community	Contact information

Agency's obligations

The agency must

- (a) make a financial contribution toward the cost of the services provided to the child as set out in the case plan; and
- (b) periodically review the child's progress and their need for services.

Child's obligations

The child must

- (a) attend school, training programs or be employed;
- (b) stay in contact with the agency and advise of any change in circumstances; and
- (c) comply with other conditions agreed to by both parties from time to time.

Consent to obtain information

The child consents to the agency obtaining any information from other agencies, persons or organizations about the child that is necessary for the agency to provide services to the child and agrees to sign any written consents or releases that the agency requires to obtain that information.

Period of agreement

This agreement comes into force and applies on and after _____, 20 __, and terminates on _____, 20 __.

(Note: This period cannot be longer than 1 year (s. 19(2) of Act), but may be extended.)

Varying terms of agreement

The agency or the child may request a review of the terms of this agreement at any time, and the terms may be varied if both parties agree.

Extending agreement

This agreement may be extended if all parties agree.

In accordance with the Act, extensions may be for periods of up to 1 year, with approval of the Minister, until the child's 19th birthday.

Terminating agreement

Either party to this agreement may terminate the agreement by giving 30 days' notice in writing to the other party.

Notice

Any notice or other communication to the agency and to the child about this agreement must be given in writing to the parties.

Signatures

This agreement has been signed and witnessed at _____ (name of municipality), Nova Scotia, on _____, 20____.

 Witness (Person signing on behalf of agency)
 (position/title)

 Witness Child

Form 7—Placement Agreement: Placement or Providing Assistance in Obtaining Placement for Child Over 16 and Under 19 Years of Age
 (Children and Family Services Act, S. 19A)

Between: _____ (name of agency)
 the “agency”
 - and -
 _____ (name of child)
 the “child”

Purpose of agreement

The purpose of this agreement is to place the child, who is over 16 and under 19 years of age and in need of protective services, or provide assistance to the child in obtaining a placement, and to set out the obligations of each of the parties in relation to the placement or assistance to obtain a placement.

Band or aboriginal community of child if applicable

The band or aboriginal community of the child if applicable is as follows:

Band or aboriginal community	Contact information

Placement or assistance in obtaining placement to be provided

The parties agree that the child is in need of protective services and agree to the following placement or assistance in obtaining a placement to be provided to meet the child’s needs:

Agency’s obligations

The agency must

- (a) make a financial contribution toward the cost of the placement or assistance to obtain a placement as set out in the case plan;
- (b) periodically review the child’s progress their need for the placement or assistance to obtain a placement; and

- (c) if the child is placed in a child-caring facility, monitor and enforce the approval or licensing compliance of the facility.

Child's obligations

The child must

- (a) attend school or training programs, or be employed;
- (b) reside in the placement and advise the agency of any change in placement or other circumstances;
- (c) stay in contact with the agency during the term of the agreement;
- (d) comply with any other conditions agreed to from time to time.

Consent to obtain information

The child consents to the agency obtaining any information from other agencies, persons or organizations about the child that is necessary for the agency's provision of services to the child and agrees to sign any written consents or releases that may the agency requires to obtain that information.

Period of agreement

This agreement comes into force and applies on and after _____, 20____, and terminates on _____, 20____.

(Note: This period cannot be longer than 1 year (s. 19(2) of Act), but may be extended.)

Varying terms of agreement

The agency or the child may request a review of the terms of this agreement at any time, and the terms may be varied if both parties agree.

Extending agreement

This agreement may be extended if all parties agree.

In accordance with the Act, extensions may be for periods of up to 1 year, with approval of the Minister, until the child's 19th birthday.

Terminating agreement

Either party to this agreement may terminate this agreement by giving 30 days' notice in writing to the other party.

Notice

Any notice or other communication to the agency and to the child about this agreement must be given in writing to the parties.

Signatures

This agreement has been signed and witnessed at _____ (name of municipality), Nova Scotia, on _____, 20____.

Witness

(Person signing on behalf of agency)
(position/title)

Witness

Child

Form 8—Secure-Treatment Certificate
(Children and Family Services Act, S. 55)

Regarding _____ (name of child), born _____ (dd/mm/yyyy)

This certificate is issued on behalf on the Minister of Community Services under Section 55 of the *Children and Family Services Act*.

This certificate authorizes a peace officer, representative or person designated by the Minister to apprehend and convey or return the child to a secure-treatment facility (Section 59 of the Act).

This certificate authorizes any person to confine the child in a secure-treatment facility from _____ (date certificate issued) to _____ (date).

(Must not be longer than 5 days, not including the date issued, Saturday, a holiday or any other day when the applicable justice centre is closed for business. (As defined in S. 43(2) of the Children and Family Services Regulations))

The secure-treatment facility the child will be placed in is

- Wood Street Centre, 225 Wood Street, Truro, Nova Scotia
 (insert other)

The reason for this certificate is that I have reasonable and probable grounds to believe that the child is suffering from an emotional or behavioural disorder, it is necessary to confine the child in order to remedy or alleviate the disorder, and the child refuses or is unable to consent to treatment.

Dated at _____ (name of municipality), Nova Scotia, _____, 20__.

Signed on behalf of the Minister of Community Services by:

Signature of designate: _____

Name: _____

Position/title: _____

Notice of Hearing

A hearing must take place no later than 5 days after the date this certificate is issued. The hearing will take place at:

Family Court
540 Prince Street
Truro, Nova Scotia

and will be heard on: _____ (date) at _____ (time), or as soon after that time as it may be heard.

The Minister or the agency will be at the hearing to satisfy the court that the conditions of Section 55 of the *Children and Family Services Act* have been met. The court will also decide whether to issue a secure-treatment order, if one has been applied for under Section 56 of the Act. (If one has been applied for, you should be served with a copy of it.)

Right to representation

You have the right to be represented by legal counsel at the hearing. You must arrange for this yourself. A lawyer is available through the office of Nova Scotia Legal Aid, located at:

Suite 102, 523 Prince Street
Truro, NS B2N 1E8
Phone: (902) 893-5920

Form 9—Report to the Child Abuse Register: Notification of Finding of Abuse, Conviction or Appeal (*Children and Family Services Act*)

Nova Scotia
Department of Community Services
Child, Youth and Family Supports

(The Children and Family Services Regulations require the Court and agencies to report any Supreme Court (Family Division) or Family Court finding or criminal conviction in which the victim of the abuse/offence is under 16 years of age at the time of the abuse/offence.)

Information about offender/abuser:

Surname	First name	Middle name(s)
Known aliases/nicknames:		
Previous surnames:		
Current mailing address:		
Occupation:		
Date of birth: _____	(dd/mm/yyyy)	Gender: <input type="checkbox"/> male <input type="checkbox"/> female <input type="checkbox"/> other
SIN: _____	MSI: _____	Driver's licence Master: _____
Finger Print Section (F.P.S.) _____		Local police file #: _____
Type of abuse: <input type="checkbox"/> physical	<input type="checkbox"/> sexual	<input type="checkbox"/> emotional

Information about victim/child:

Surname	First name	Middle name(s)
Date of birth: _____	(dd/mm/yyyy)	Gender: <input type="checkbox"/> male <input type="checkbox"/> female <input type="checkbox"/> other

Relationship of abuser/offender to child:

(check as applicable)

Father Grandfather family friend

- | | | |
|---|--|--|
| <input type="checkbox"/> natural/biological | <input type="checkbox"/> paternal | <input type="checkbox"/> neighbour |
| <input type="checkbox"/> adoptive | <input type="checkbox"/> maternal | <input type="checkbox"/> babysitter |
| <input type="checkbox"/> stepfather | | <input type="checkbox"/> school personnel (specify)
_____ |
| <input type="checkbox"/> Mother | <input type="checkbox"/> Grandmother | <input type="checkbox"/> daycare worker |
| <input type="checkbox"/> natural/biological | <input type="checkbox"/> paternal | <input type="checkbox"/> child-care worker |
| <input type="checkbox"/> adoptive | <input type="checkbox"/> maternal | <input type="checkbox"/> volunteer (specify organization)
_____ |
| <input type="checkbox"/> stepmother | | |
| <input type="checkbox"/> Foster Father | <input type="checkbox"/> Brother | <input type="checkbox"/> stranger |
| <input type="checkbox"/> Foster Mother | <input type="checkbox"/> Sister | <input type="checkbox"/> Other (specify)
_____ |
| | <input type="checkbox"/> Other relative (specify)
_____ | |

Information about offence/abuse

Place of offence/abuse: _____	Date of offence/abuse: _____
Investigating Police Agency: _____	Investigating Children's Services Agency: _____
_____	_____
Signature of Investigating Officer	Signature of Child Protection Worker

Court Information

Court Type _____	Court Location _____	Court File No.(s) _____
Date of finding/conviction: _____	Presiding Judge/Justice _____	
Sentence upon criminal conviction (if applicable) _____		

Details of court finding/conviction:*(check as applicable)*

- Finding under s. 22(2)(a) *Children and Family Services Act*
- Finding under s. 22(2)(c) *Children and Family Services Act*
- Finding under s. 63(3) *Children and Family Services Act*
- Criminal Conviction:
- 151 sexual interference
 - 152 invitation to sexual touching
 - 153 sexual exploitation
 - 153.1 sexual exploitation of a person with a disability
 - 155 incest
 - 159 anal intercourse
 - 160(3) bestiality in the presence of or by a child
 - 162 voyeurism
 - 163.1(2) making child pornography
 - 163.1(3) distribution of child pornography
 - 163.1(4) possession of child pornography
 - 163.1(4.1) accessing child pornography
 - 170 parent or guardian procuring sexual activity
 - 171 householder permitting sexual activity

- 171.1(1) making sexually explicit material available to child
- 172 corrupting children
- 172.1 luring a child
- 172.2(1) agreement or arrangement — sexual offence against child
- 173(2) indecent exposure
- 215(1)(b) failure to provide necessities
- 218 abandoning child
- 220 causing death by criminal negligence
- 235(1) murder
- 236 manslaughter
- 239 attempt to commit murder
- 243 concealing body of a child
- 244.1 causing bodily harm with intent — air gun or pistol
- 244.2(1) discharging firearm — recklessness
- 245 administering a noxious thing
- 246 overcoming resistance to commission of offence
- 266 assault
- 269.1(1) torture
- 271 sexual assault with a weapon
- 272 threats to a third party of causing bodily harm
- 273(1) aggravated sexual assault
- 279 kidnapping
- 279.011(1) trafficking of person under 18 years
- 279.03(2) withholding or destroying travel documents relating to trafficking of person under 18 years
- 286.1(2) obtaining sexual services for consideration from person under 18 years
- 286.2(2) material benefit from sexual services provided by person under 18 years
- 286.3(2) procuring—person under 18 years

A copy of any written decision or order must be filed with this report.

Certification of court officers:

Finding/conviction **certified** at _____ (place), _____, 20 ____.

Prothonotary/Clerk/Family Court Officer

Appeal results:

- Conviction/Finding Appealed Conviction/Finding Upheld (date)
- Conviction/Finding Overturned (date)

Certified at _____ (place), _____, 20 ____.

Registrar

See Reverse Side of Page for Address and Circulation Procedures

Address and Circulation*[Reverse Side of Form]***Filing process:****Original, Duplicate #1 and Duplicate #2**

To be filed with the Court at the same time as the criminal information is filed with the Court OR in the case of an agency application or proceeding under the *Children and Family Services Act* at the same time the application forms/documentation are filed with the Court.

Duplicate #2

Court's file copy

Circulation process:**Original (initial report to the Child Abuse Register)**

If a conviction is entered or a finding is made, the original copy filed with the Court must be completed and certified by the Court Clerk/Family Court Officer and forwarded to:

Child Abuse Register
Family and Community Supports Division
Department of Community Services
P.O. Box 696
Halifax NS B3J 2T7

Duplicate #1 (Appeal Copy)

If a matter is appealed, duplicate #1 must be completed and certified by the Court Clerk/Family Court Officer upon disposition and forwarded to:

Child Abuse Register
Family and Community Supports Division
Department of Community Services
P.O. Box 696
Halifax NS B3J 2T7

Duplicate #2

Court's final file copy

Form 10—Notice of Registration in Nova Scotia Child Abuse Register
(*Children and Family Services Act*, S. 64(1) and 104(4))

To: _____

Address: _____

(address as provided in report to the Child Abuse Register (Form 9))

You are hereby notified that your name has been entered in the Nova Scotia Child Abuse Register. A copy of the information that appears in the Child Abuse Register is attached.

You may apply to the Family Court at any time to have your name removed from the Child Abuse Register, and must give the Minister written notice of your application (subsection 64(2) of the *Children and Family Services Act*).

Dated: _____, 20__.

Signed on behalf of the Minister of Community Services by:

Signature of designate: _____

Name: _____

Position/title: _____

Form 11—Adoption Agreement
(Voluntary Placement of Child in Care for the Purpose of Adoption)
(*Children and Family Service Act*, S. 68)

Between: _____ (*name of parent as defined in S. 67 of Act*)of _____ (*municipality*), in the County of _____, Province of

- and -

_____ (*name of agency*)

the “agency”

Purpose of agreement

The purpose of this agreement is to outline the terms and conditions for the parent voluntarily placing the child in the care of the agency to be adopted. Each parent of the child must enter into an adoption agreement before the child may be placed in a home for the purposes of adoption. (S. 68(3) of Act)

Child to be adopted

I, _____ (*name of parent*), hereby give up my child _____ (*name of child*) who was born in _____ (*municipality*), in the County of _____, Province of _____ on

_____, _____, (date of birth) to the agency for the purpose of being adopted under the *Children and Family Services Act*.

Surrender of parental rights

I, _____ (name of parent), hereby freely surrender my child, understanding that if the child is adopted I will be deprived permanently of my parental rights with respect to the child.

Term of agreement

This agreement is in effect from _____ until _____ (date—1 year from the date it is signed) unless the child is placed for adoption during that time and, in that case, the agreement continues in force until an adoption order is made or until the application to the court for adoption is dismissed, discontinued or unduly delayed.

Termination of agreement

If the child has not been placed for adoption or a notice of proposed adoption has not been received by the Minister of Community Services, I may terminate the agreement at any time by notifying the agency in writing (S. 68(4) of the *Children and Family Services Act*).

I cannot terminate this agreement if my child has been placed in a home for the purposes of adoption and the persons the child is placed with have filed a notice of proposed adoption with the Minister of Community Services.

If the agency is unable to place the child for adoption while this agreement is in effect, the agency must return the child to _____ (name of person) upon termination of this agreement, unless the child is taken into care under Section 33 of the *Children and Family Services Act*.

Signatures

The parties signed this agreement on _____ (date), in the presence of:

Witness

Parent

Witness

Person signing on behalf of agency
(position/title)

Form 12—Consent to Medical Treatment (*Children and Family Services Act*)

This consent to medical treatment is a part of any agreement under the *Children and Family Services Act* that it is attached to.

Treatments consented to

(I/We), _____ (name(s) of parent(s)), of _____ (municipality), in the County of _____, hereby authorize _____ (name of person authorized to sign on behalf of the agency or Minister) or their delegate to give consent to any of the following for the (child/children) named in this agreement:

- (a) any form of medical treatment, immunization, surgical operation, dental treatment, administration of anaesthetics or any other form of health care that an attending physician, surgeon, dentist or other qualified health professional considers necessary or advisable;
- (b) any diagnostic techniques required, including x-ray.

(I/We) understand that the agency or Minister or their delegate will make every reasonable effort to advise (me/us) of medical procedures, treatment and diagnostic techniques provided to (my/our) child.

Limitations (if any)

(I/We) have not placed any limitation on the authority to give consent to the treatment or procedures outlined above.

OR

I specifically do not authorize the following types of treatment, procedures or diagnostic techniques (*list any procedures that the parent(s) do not consent to and for which they must specifically be contacted for their personal consent*), prescriptions, surgery, ~~vegas~~ [vagus] nerve stimulator.

Health information for (child/children):

Health card number:

Family physician:

Medications:

Allergies:

Signatures

Date

Signature of parents

Signature of witness

N.S. Reg. 266/2016

Made: December 22, 2016

Filed: December 28, 2016

Prescribed Petroleum Products Prices

Order dated December 22, 2016
made by the Nova Scotia Utility and Review Board
pursuant to Section 14 of the *Petroleum Products Pricing Act*
and Sections 16 to 19 of the *Petroleum Products Pricing Regulations*

Order**M07798**

In the matter of the *Petroleum Products Pricing Act*

- and -

**In the matter of prescribing prices for petroleum products
pursuant to Section 14 of the *Petroleum Products Pricing Act* and
Sections 16 to 19 of the *Petroleum Products Pricing Regulations***

Before: Steven M. Murphy, MBA, P. Eng., Member

Whereas the purpose of the *Petroleum Products Pricing Regulations* is to ensure just and reasonable prices for specified petroleum products taking into consideration the objectives of preserving the availability of such products in rural areas, stabilizing prices of such products and minimizing the variances in prices of such products across the Province;

And whereas the Nova Scotia Utility and Review Board (“Board”) considered the manner in which it would proceed to set petroleum product prices in its decision, 2006 NSUARB 108, issued on October 16, 2006;

And whereas the Board revised the wholesale margin effective January 4, 2013, in its decision, 2012 NSUARB 213, issued on December 12, 2012;

And whereas the Board revised the retail margin and transportation allowance effective October 28, 2016, in its decision, 2016 NSUAB 168, issued on September 26, 2016;

And whereas the average of the average of the daily high and low reported product prices (in Canadian cents) for the week ended December 21, 2016, are:

Grade 1 Regular gasoline	57.7¢ per litre
Ultra-low-sulfur diesel oil	57.5¢ per litre

Now therefore the Board prescribes the benchmark prices for petroleum products to be:

Gasoline:	
Grade 1	57.7¢ per litre
Grade 2	60.7¢ per litre
Grade 3	63.7¢ per litre
Ultra-low-sulfur diesel oil	57.5¢ per litre

And now therefore the Board has determined, based on historical data regarding price changes and to achieve revenue neutrality, it is appropriate to apply, and the Board so orders, forward averaging corrections of:

Gasoline:	plus 1.0¢ per litre
Ultra-low-sulfur diesel oil:	plus 0.8¢ per litre

And whereas a winter blending adjustment of plus 5.6¢ per litre is required for ultra-low-sulfur diesel oil;

And now therefore the Board prescribes the prices for petroleum products as set forth in Schedule “A” effective on and after 12:01 a.m., December 23, 2016.

Dated at Halifax, Nova Scotia, this 22nd day of December, 2016.

sgd: *Doreen Friis*
Clerk of the Board

Schedule "A"

**Prices Prescribed for Petroleum Products
under the *Petroleum Products Pricing Act* and the
Petroleum Products Pricing Regulations
effective on and after 12:01 a.m. on December 23, 2016**

Nova Scotia Petroleum Price Schedule								
Petroleum Prices in Cents/Litre					Self-Service Pump Prices (Pump Prices includes 15% HST)		Full-Service Pump Prices	
	Base Wholesale Price	Fed. Excise Tax	Prov. Tax	Wholesale Selling Price	Min	Max	Min	Max
Zone 1								
Regular Unleaded	65.9	10.0	15.5	91.4	111.0	113.2	111.0	999.9
Mid-Grade Unleaded	68.9	10.0	15.5	94.4	114.4	116.6	114.4	999.9
Premium Unleaded	71.9	10.0	15.5	97.4	117.9	120.1	117.9	999.9
Ultra-Low-Sulfur Diesel	71.2	4.0	15.4	90.6	110.1	112.2	110.1	999.9
Zone 2								
Regular Unleaded	66.4	10.0	15.5	91.9	111.6	113.7	111.6	999.9
Mid-Grade Unleaded	69.4	10.0	15.5	94.9	115.0	117.2	115.0	999.9
Premium Unleaded	72.4	10.0	15.5	97.9	118.4	120.6	118.4	999.9
Ultra-Low-Sulfur Diesel	71.7	4.0	15.4	91.1	110.6	112.8	110.6	999.9
Zone 3								
Regular Unleaded	66.8	10.0	15.5	92.3	112.0	114.2	112.0	999.9
Mid-Grade Unleaded	69.8	10.0	15.5	95.3	115.5	117.6	115.5	999.9
Premium Unleaded	72.8	10.0	15.5	98.3	118.9	121.1	118.9	999.9
Ultra-Low-Sulfur Diesel	72.1	4.0	15.4	91.5	111.1	113.3	111.1	999.9
Zone 4								
Regular Unleaded	66.9	10.0	15.5	92.4	112.1	114.3	112.1	999.9
Mid-Grade Unleaded	69.9	10.0	15.5	95.4	115.6	117.8	115.6	999.9
Premium Unleaded	72.9	10.0	15.5	98.4	119.0	121.2	119.0	999.9
Ultra-Low-Sulfur Diesel	72.2	4.0	15.4	91.6	111.2	113.4	111.2	999.9
Zone 5								
Regular Unleaded	66.9	10.0	15.5	92.4	112.1	114.3	112.1	999.9
Mid-Grade Unleaded	69.9	10.0	15.5	95.4	115.6	117.8	115.6	999.9
Premium Unleaded	72.9	10.0	15.5	98.4	119.0	121.2	119.0	999.9
Ultra-Low-Sulfur Diesel	72.2	4.0	15.4	91.6	111.2	113.4	111.2	999.9
Zone 6								
Regular Unleaded	67.6	10.0	15.5	93.1	112.9	115.1	112.9	999.9
Mid-Grade Unleaded	70.6	10.0	15.5	96.1	116.4	118.6	116.4	999.9
Premium Unleaded	73.6	10.0	15.5	99.1	119.8	122.0	119.8	999.9
Ultra-Low-Sulfur Diesel	72.9	4.0	15.4	92.3	112.0	114.2	112.0	999.9