



Maintenance Enforcement Program Policy & Procedures Manual

**The Honorable C.R. McQuaid Family Law Centre
Family Law Section
Department of Justice and Public Safety**

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 Department of Justice and Public Safety
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Section 100: INTRODUCTION

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101. INTRODUCTION

POLICY OBJECTIVE

1. The Maintenance Enforcement Program (MEP) of PEI plays an important and integral role in the timely disbursement of support to Islanders. The Program is committed to striving to consistently meet best practice standards to ensure Users involved with the system are treated in a fair and consistent manner and that the amount of support collected and provided to participants (children and spouses) is maximized.
2. This Manual was developed for the public and for MEP in the Family Law Section of the Family Law and Court Services Division of the Department of Justice and Public Safety. MEP aims to take a proactive approach to enforcing support payments pursuant to Orders and Agreements.
3. This Manual will assist the public, staff, and those working in related areas to obtain a better understanding of the policies and procedures pertaining to the administration of MEP. This helps to ensure that while users may not agree with the decisions made by MEP, they understand the policy and rationale for those decisions and the roles and responsibilities of MEP users and of MEP.
4. Transparency and consistency in policy application is an important step to ensuring effective service to users. Transparent policies relating to communication and enforcement guidelines help ensure MEP staff is able to prioritize enforcement activities.
5. This Manual will:
 - a. Ensure Users are treated in a fair and consistent manner;
 - b. Ensure the public and MEP users are aware of the expectations and requirements of MEP in order to enroll and maximize compliance;
 - c. Provide guidelines for expectations and a foundational understanding of the policy rationale for MEP functioning; and
 - d. Communicate a policy of transparency and openness, where possible, subject to the operation of law.

STATEMENT OF LIMITATIONS

6. The information in this Manual is provided for reference purposes only and should not be considered a substitute for laws and requirements set out in the *Maintenance*

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Enforcement Act and Regulations and other legislation impacting MEP functions. Legal obligations relating to MEP evolve as the common law and legislation changes.

7. This Policy is subject to such changes, which may happen in advance of the revision of this Manual for legal compliance. In the event of a discrepancy between this Manual and governing legislation or case law, the legislation or case law will prevail.
8. Forms and Appendix documents referenced in this Manual may change on short notice, given the operational demands of MEP. The Deputy Minister of Justice and Public Safety is authorized to sign off on changes to Forms and Appendix documents in this Manual.
9. This Manual is presented as a best-practice guideline, and MEP will make every effort to meet or exceed procedures outlined in this Manual. However, the timelines outlined in this Manual are subject to operational demands.
10. Where discretion is available to MEP staff in the execution of their duties under the legislation, this Manual is not intended to preclude the exercise of that discretion. It is intended to ensure that exercises of such discretion are properly documented and communicated to ensure user understanding.

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102. ABBREVIATIONS

- Agreement: Agreement that sets out child and/or spousal support obligations. Note: In this manual, where the term ‘order’ is used this can usually also refer to an Agreement.
- CPI: Consumer Price Index
- DFLCS: Director of Family Law and Court Services
- DME: Director of the Maintenance Enforcement Program
- EI: Employment Insurance
- EO: Enforcement Officer
- FOAEA Act: *Family Orders and Agreements Enforcement Assistance Act, RSC 1985, c 4 (2nd Supp.)*
- ISO: Interjurisdictional Support Order
- Manager: Manager of Family Justice Programs
- Manual: MEP Policy and Procedures Manual
- MEP: Maintenance Enforcement Program
- MEPS: Maintenance Enforcement Program System
- Order: Order of the Court (in the Manual, most times a support ‘Order’ also includes a support ‘Agreement’)
- Parties: Parties to an Order or Agreement
- PCP: Payor Compliance Plan
- PEI: Prince Edward Island
- PIN: Personal Identification Number
- RCMP: Royal Canadian Mounted Police
- RJ: Reciprocating Jurisdiction
- Special expenses: Special and Extraordinary Expenses (also known as ‘Section 7 expenses’)
- The Act: *Maintenance Enforcement Act, RSPEI 1988, Cap. M-1; and Maintenance Enforcement Act Regulations*
- The Minister: Minister of Justice and Public Safety
- User: Payor and Recipient

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103. DEFINITIONS

- **Child & Children:** If an Order/Agreement has sections that state “the child” or “the children”, MEP will interpret such statements to mean that the singular form of child includes the plural form of children, and words in the plural include the singular, to ensure that support is not terminated for children who are still dependent due to errors in drafting Orders/Agreements.
- A **Conflict of Interest** exists when a MEP employee has a private or financial interest that is or appears to be inconsistent with their duties and the responsibility to act in the best interests of the public, because the employee could benefit personally from a decision or action. The private interest may influence, or have the potential to influence, how the employee carries out their MEP duties.
- **Consent Order:** A Consent Order is governed by the *Divorce Act* and *Children’s Law Act*. It is generally a voluntary agreement worked out between two or more parties to a dispute, typically in Court, and it is signed by a Judge. A Consent Order has the same effect as any other Court Order and can be enforced by the Court if either party does not follow it.
- A **Critical Incident** is any situation where there is an acute threat or actual harm to users, children, MEP staff and/or other persons or organizations that results in anxiety or trauma for MEP staff or for users of MEP or their children.
- A **Critical Incident Report (CIR)** is a report that a MEP staff person completes after a critical incident has occurred, which details the critical incident and the actions taken to resolve the incident.
- **Days (less than 30):** Refers to Business Days, unless otherwise noted.
- **Days (30 and greater than 30):** Refers to Calendar Days, unless otherwise noted.
- A **Debriefing** refers to the meeting that the DME will convene and facilitate with affected MEP staff following a critical incident.

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- **Global Child Support Order:** Refers to support Orders that set a total amount of money for the support of multiple children (e.g. “The Payor shall pay child support of \$200 per month for the children”).
- **ISO-IN** is a case where the Payor resides in PEI and MEP is enforcing the case on behalf of the Reciprocating Jurisdiction (RJ).
- **ISO-OUT** is a case where the Payor resides out of PEI and the support enforcement agency in the Reciprocating Jurisdiction (RJ) is enforcing the case on behalf of the PEI MEP.
- **Jurisdiction:** When a court has jurisdiction, this means that the court has the authority to deal with and make decisions on the particular legal matter at issue (e.g. parenting time related to a particular child, child support, etc.).
- A **Non-compliant Payor** is someone who is not in compliance with an Order or Agreement enrolled with MEP.
- **Out-of-pocket costs** for special expenses (Section 7 expenses) refers to the actual, net cost of a special or extraordinary expense costs to the parent(s). This means that any tax savings or benefits a parent receives from claiming a special expense, or any other benefits or subsidies received, gets deducted from the total amount of the expense (e.g. if the Recipient pays \$15,000 per year for childcare, but gets a tax break of \$2,000 because they claim the childcare expenses on their taxes, the net, ‘out-of-pocket’ cost of childcare per year is \$13,000).
- **Payor:** The Payor is the person obligated by Order or Agreement to make child or spousal support payments to the Recipient.
- **Persistent Arrears:** refers to the Payor’s failure to make payments in full for any three (3) payment periods, within the meaning of the support Order/Agreement (e.g. if payments are required to be made on a monthly basis, failure to make payments in full for 3 months), and/or accumulated arrears of \$3,000 or more.

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- **PIN:** a Personal Identification Number (PIN) MEP gives each user (*Note:* the Payor and Recipient will have the same case number, but different PINs).
- **Recalculation Orders** are Orders issued by the [Recalculation Officer](#), in accordance with the *Child Support Regulations* under the *Children’s Law Act*. A Recalculation Order allows child support payments to be changed based on the Payor’s updated income information and happens once a year around the “Anniversary Date” of the Order. The recalculated amount of child support will take effect after both parents have received notice of it. A recalculation cannot deal with arrears or special expenses.
- **Recipient:** The Recipient is the person entitled by Order or Agreement to receive child or spousal support payments paid by the Payor.
- **Reciprocating Jurisdictions (RJs):** Prince Edward Island has enforcement agreements with every Canadian province and territory, every state in the USA, and approximately 30 other countries. These are known as “Reciprocating Jurisdictions.” The complete list of jurisdictions that PEI has reciprocal enforcement agreements with are:
 - Canada
 - USA
 - Singapore
 - Austria
 - Germany
 - Gibraltar
 - Island of Guernsey
 - Isle of Man
 - Norway
 - Poland
 - United Kingdom of Great Britain and Northern Ireland
 - Australian Capital Territory, New South Wales, Northern Territory
 - South Australia, Tasmania, Victoria
 - Western Australia, Independent State of Papua New Guinea
 - New Zealand (including the Cook Islands)

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- **Retroactive support provisions** are terms in a Variation Order or Agreement that change the amount of support that was paid during a prior period. This may result in either an overpayment or underpayment by the Payor and an adjustment to the ledger on MEPS.
- **Special or extraordinary expenses** - sometimes called ‘special expenses’ or ‘Section 7 Expenses’ (because this is the section of the *Federal Child Support Guidelines* (the “*Guidelines*”) that explains these expenses), special or extraordinary expenses are expenses for which ‘extra’ amounts of child support may be paid in addition to the basic monthly child support. Special and extraordinary expenses can include expenses incurred for a child for their healthcare needs, childcare, education and extracurricular activities.
- **Subject to enforcement** – A Payor is subject to enforcement if they have not made the required payment under their support Order/Agreement within the month (30 days) that it is due. For example, if an Order states that monthly support payments are due on the 1st day of every month, the Payor will only become subject to enforcement if they have not made the full support payment within the month that it is due.
- A **threat** occurs when a person conveys, through any form of communication, the intention to cause harm to a person or damage to property. The communication may be made over the telephone, in writing, email, or in person, and can be spoken or in the form of body language.
- **Variation Agreement:** A new written Agreement that changes an Agreement registered with MEP.
- **Variation Order:** A new written Order that changes an Order or Agreement registered with MEP.

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104. REVISING POLICY AND PROCEDURES

POLICY OBJECTIVE

1. To ensure the best practice functioning of MEP, it is imperative that policies and procedures are reviewed to address changing operational realities and legislation.
2. MEP is committed to reviewing policies and engaging in internal, extra-jurisdictional and legislative review regularly to identify where service to Islanders can be improved.

PROVISIONS

3. MEP staff will comply with the policies and procedures in this Manual, which includes documenting exercises of discretion that require action outside of the best practice guidelines in this Manual.
4. The DME, in consultation with the Directorate of the Division of Family Law and Court Services, is responsible for ensuring that the policies and procedures in the Manual are current, accurate and appropriate.
5. As front-line MEP staff is best positioned to see the impact of policy on operational functioning, staff input is an imperative part of policy review. If MEP staff become aware that a policy or procedure is out-of-date, inaccurate, or have recommendations for improvement, they will notify the DME.
6. There will be an annual meeting between the DME, Manager, Directorate Staff and the DLFCS to discuss the status of the Manual. The DME and Manager will undertake a review of all policies and procedures annually to ensure they comply with legislation, policies and standards of MEP.
7. The Directorate staff are responsible for drafting new policies and revisions to existing policies on the basis of the DME’s recommendations.
8. The DME may approve revised policies and procedures in the Manual at any time.
9. The DME is responsible for communicating to MEP staff any new policies or revisions to existing policies.
10. MEP users are deemed to have received notice of changes to this Manual when these revisions are made to the online (public) version of this Manual.

Section 200: CONDUCT AND QUALITY REVIEW

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201. CODE OF CONDUCT

POLICY OBJECTIVE

1. MEP sets high standards of conduct for MEP employees through the development of policies and procedures that support employee development and achievement while meeting best practice standards.
2. MEP does not represent or advocate for the Payor or the Recipient. MEP is a neutral third party that takes steps to enforce Orders to maximize collection and disbursement of support.
3. MEP must operate in a way that is always mindful that MEP is a user-facing and public-focused service. Interactions with users must always be respectful and sensitive to the necessity of maximizing support collected and disbursed to Island families.
4. While MEP staff are to be sensitive to the circumstances of users and acknowledge their circumstances can be stressful, MEP staff are entitled to be treated in a safe and respectful manner.
5. MEP’s primary goal is to ensure and improve compliance with Orders enrolled in MEP. This goal permeates all aspects of the work of MEP staff.
6. The behaviors listed in this Code of Conduct are *principles* that are intended to guide staff in the operations of MEP.

PROVISIONS

7. The principles of the Code of Conduct for MEP are categorized as follows:
 - a) **People - MEP staff respect human dignity and the value of every person. As such, they will:**
 - i. Treat every person with dignity, fairness and courtesy, regardless of differences.
 - ii. Address conflict in a professional manner.
 - iii. Work together in a spirit of consistency and respect that encourages participation, promotes respectful communication, and allows for an environment of mutual respect.
 - iv. Respect the privacy of others.
 - v. Foster a safe and healthy workplace for all.

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- b) Professionalism - MEP staff will carry out their responsibilities efficiently and effectively. As such they will:**
- i. Comply with legislation, policies and guidelines.
 - ii. Carry out duties in a competent manner.
 - iii. Demonstrate the competencies established by MEP for MEP staff and meet any professional and occupational standards that apply.
 - iv. Strive to improve the efficiency and quality of services provided to the public.
- c) Public - MEP staff will act so as to instill public trust and confidence in MEP and in Government. Therefore, MEP staff will:**
- i. Carry out duties in a manner that is accountable and transparent, subject to the operation of law.
 - ii. Avoid and prevent conflicts of interest or situations that could jeopardize MEP staff’s ability to carry out their work-related responsibilities.
 - iii. Ensure that support funds collected and entrusted user information are administered in keeping with the legislative obligations of MEP and in the public interest.
 - iv. Act in a manner consistent with this Policy and in the highest standard of the Civil Service.
- d) Collegiality - MEP staff will promote responsibility, accountability and mutual respect in working together and will:**
- i. Collaborate with colleagues and government partners to meet the objectives of MEP and to improve efficiency.
 - ii. Treat all users fairly, consistently and objectively.
 - iii. Interact with users in a timely fashion on issues of common concern.

AUTHORITIES AND REFERENCES

8. *Civil Service Act*, RSPEI 1988, Cap. C-8
9. Government of Prince Edward Island - Employee Orientation Manual
10. *Maintenance Enforcement Act*, RSPEI 1988, Cap. M-1; and *Maintenance Enforcement Act Regulations*

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202. CONFLICT OF INTEREST

POLICY OBJECTIVE

1. It is critical that all MEP staff, particularly those working directly in enforcement casework, are not in and do not appear to be in a conflict of interest position. Public trust in government depends largely on the honesty, integrity, fairness and good faith of civil service employees. This trust is compromised when an employee's interest and the public's interest conflict.
2. All provincial government employees must adhere to the provincial government's Conflict of Interest Policy, which is contained in the Human Resources Policy and Procedures Manual and authorized pursuant to the *Civil Service Act*. Pursuant to this Policy, MEP employees are required to sign a Conflict of Interest Declaration and a Conflict of Interest Disclosure Statement when they start their employment with Government. The Manager will maintain the signed copies of this form in MEP staff's personnel file.
3. To ensure that MEP staff are best positioned to identify and properly handle instances of real or perceived conflict of interest, this Policy sets out a best practice procedure for identifying and handling instances of conflict. It sets out the responsibilities MEP staff have with respect to real, potential or apparent conflicts between their official duties and their personal or financial interests.

PROVISIONS

4. When a MEP staff member determines that a conflict of interest (or perceived conflict of interest) may exist, or actually finds themselves in a conflict of interest situation, the staff member will immediately inform the DME in writing, using **FORM 202 - Conflict of Interest Declaration Form**.
5. Circumstances where an employee shall complete **FORM 202** include:
 - a. The staff member's immediate family member enrolls or is enrolled in MEP;
 - b. The staff member's close friend or close extended family member is enrolled in MEP;
 - c. Individuals with whom a staff member has previously had a close relationship with enroll or are enrolled in MEP; or
 - d. Individuals with whom a staff member has a financial relationship with (either currently or previously) enroll or are enrolled in MEP.

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6. MEP staff shall act at all times with an abundance of caution relating to conflicts, and if circumstances arise where they are uncertain if a real or perceived conflict exists, they will complete **FORM 202** and sent it to the DME for consideration.

7. Once the employee has submitted **FORM 202** to the DME indicating that a conflict of interest exists or may exist, the DME will assess all information available to them. If the DME determines that a real or perceived conflict of interest situation exists, the employee will be removed from any work with, or decision-making regarding, the case. The DME may take other remedial action as they deem appropriate, which may include restricting the employee’s access to the file or MEPS.

8. If the DME is uncertain whether the declared situation results in a conflict, the Manager shall make the determination.

9. A MEP staff member’s failure to disclose to the DME real, apparent, potential, or perceived conflicts of interest may be subject to investigation and disciplinary measures.

FORMS

10. Conflict of Interest Declaration Form (FORM 202)

AUTHORITIES AND REFERENCES

11. *Civil Service Act*, RSPEI 1988, Cap. C-8
12. Human Resources Policy and Procedures Manual (5.03 Conflict of Interest)
13. *Maintenance Enforcement Act*, RSPEI 1988, Cap. M-1; and *Maintenance Enforcement Act Regulations*

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203. QUALITY CONTROL REVIEW PROCESS

POLICY OBJECTIVE

1. Assessing and improving the services performed by MEP staff is important to the effective operation of MEP. Such assessment is also important to the accountability of staff and users of MEP with respect to policy and procedures, which is important in maintaining public confidence in the administration of support enforcement on the Island.
2. Quality assurance involves systematic measurement, comparison with a standard, monitoring of processes, and an associated feedback loop that facilitates error prevention.
3. Ensuring staff and users of MEP are aware of policy expectations and assessment procedures are important to ensuring employee performance achievement and user satisfaction. MEP is committed to ensuring that there is ongoing emphasis on quality control as a normal part of day-to-day operations.
4. This Policy explains the process for MEP staff to conduct quality assurance processes in the administration of MEP.

PROVISIONS

Supervision of EOs by the DME

5. Day-to-day supervision is the most important quality control strategy. Legislation (*Maintenance Enforcement Act, Children’s Law Act, Divorce Act*, etc.), the Manual, and directives (e.g. notices from management) define best practice guidelines for MEP staff.
6. The DME is responsible for continuously monitoring the work of each MEP staff member who reports to the DME, and for providing feedback, guidance, and instruction to MEP staff. The DME will ensure that MEP staff adhere to standards, legislation, and policies and procedures.
7. All adjustments to the MEP ledger valued at \$100 or greater must be verified by the DME.
8. After an EO inputs a new Order on MEPS, the DME will verify that it was inputted correctly and accurately.

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Bi-Monthly File Audits

9. Every two months, EOs will complete a review of all files in their caseload that are subject to enforcement. This review is intended to act as an overview and time management review of the EO’s caseload and to ensure the caseload is up-to-date.
10. EOs will submit their caseload review to the DME no later than the last business day of every second month.

Monthly Quality Assurance Reviews

11. Each month, the DME will run a random quality assurance review which will involve randomly selecting ten (10) files per EO, which will comprise:
 - a. Two compliant Payor files (Payor is in regular compliance with the Order); and
 - b. Eight non-compliant Payor files (Payor is in non-compliance with the Order).
12. The DME will then complete a quality assurance review with each EO at least monthly. This involves reviewing the files to determine adherence to legislation, policy and procedures, timelines, accuracy, and enforcement, as appropriate.
13. Quality assurance reviews are intended to set a standard that will assist the DME in determining accuracy and proper handling of MEP files.

EO File Debrief Meetings

14. The DME will hold monthly Debrief Meetings where each EO will select their most challenging files to discuss next steps, successes, and challenges experienced in enforcing these files.
15. The Debrief Meeting will be an opportunity for EOs to discuss and determine opportunities for process and policy improvement and to work collaboratively to determine creative steps to address challenges with enforcement.

Case Management System Monitoring

16. Information on MEPS will be monitored by MEP staff as part of file reviews to detect errors and inconsistencies. EOs assigned to a particular file will ensure that information contained in Orders is accurately reflected on MEPS.

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17. The DME will be notified of any errors or inconsistencies identified in MEPS. The cause of the error will be determined, and steps will be taken to correct the error and to prevent reoccurrence. These corrective and preventative measures may involve system changes, instruction, clarification, procedural changes, and/or training.

Changing Enforcement Officers

18. The DFLCS, Manager, and DME have discretion to determine whether or not to change the EO assigned to a file.
19. Any request to change an EO shall be discussed with the EO on the file and the recommendations of the EO will be an important consideration of such a request.
20. Changing an EO on a file should only be authorized if there is a conflict of interest between an EO and user if, in the opinion of the DME:
- a. the relationship between the EO and the user has deteriorated to the point where insufficient benefit to the file remains in keeping the EO on the file; or
 - b. where the complex nature of the file means that movement of the file from time to time may be necessary to relieve the assigned EO.
21. In response to a request to change an EO, the DME shall provide a written response with reasons to the requestor. A copy of the written request will be placed in the user’s file.
22. In circumstances where the DME determines that a complex file should be moved to another EO, the change is not a statement that the previous EO was unable to meet their professional duties. Before transferring another EO to a complex file, DME must weigh the potential benefits against the potential disruption to the users who will be assigned a new EO.
23. Rotating complex files may result in a fresh perspective and potentially result in the additional collection of outstanding support payments.

AUTHORITIES AND REFERENCES

24. *Civil Service Act*, RSPEI 1988, Cap. C-8
 25. *Maintenance Enforcement Act*, RSPEI 1988, Cap. M-1; and *Maintenance Enforcement Act Regulations*

Section 300: OFFICE ADMINISTRATION

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301. SECURITY

POLICY OBJECTIVE

1. MEP deals with individuals experiencing issues that can be emotionally charged. It is important that MEP takes precautions to safeguard staff to reduce the possibility of conflict escalation and security risks.
2. To that end, MEP undertakes to:
 - a. promote a violence-free and respectful workplace for all employees and users;
 - b. respect and protect the health, safety, and dignity of all employees; and
 - c. ensure employees are aware of and follow safety practices to prevent and respond to violent incidents.
3. The Family Law Centre is part of the Court Complex Security System, and Sheriff Services provide security services to the Family Law Centre.
4. In addition to the physical security provided in the Family Law Centre (i.e., CCTV camera coverage, safety glass, panic buttons in offices and reception areas that alert Sheriff Services to incidents), MEP staff shall adhere to policies and procedures that mitigate potential risk and work to de-escalate conflict.
5. Compliance with reporting and debriefing also ensures that MEP staff involved in critical incidents are properly supported, and that policies and protocols are reviewed as required to ensure any improvements are made promptly.
6. This Policy outlines the responsibilities of MEP staff to protect MEP files and program information. This Policy also explains security measures to be used by MEP staff to ensure that they mitigate the possibility of conflict or a security risk.

PROVISIONS

Complex and Property Security

7. MEP staff are responsible for the security of government property assigned to them, and to return items to the DME prior to leaving their employment.
8. Any damage or loss of equipment will be immediately reported to the DME in writing.

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9. Use of long distance lines for personal calls is prohibited.
10. If a MEP staff person believes that the security of MEP files or property may be compromised, they must notify the DME and Manager who will notify the DFLCS. Further, the police will be contacted. Break-ins or thefts will be reported to the DFLCS.

Personnel Security

11. MEP staff will avoid scheduling user appointments outside of regular office hours. If a circumstance arises where staff must schedule a user appointment outside of office hours, they will notify the DME.
12. When an EO schedules an appointment with a user, they will contact the Intake Officer who will schedule the user in the Family Law Centre’s GroupWise Calendar.
13. When a user arrives for their appointment with an EO, before letting the user through security, the Intake Officer will verify the appointment by referring to the Family Law Centre’s GroupWise Calendar.
14. If the information on the GroupWise Calendar matches, the Intake Officer will call or email the EO who the user is meeting to inform the EO of their arrival.
15. If a user arrives but their appointment is not recorded on the GroupWise Calendar, the Intake Officer will contact the EO with whom the user purports to be meeting to ensure that this meeting is taking place.
16. Following the EO’s appointment with the user, MEP staff must inform the Intake Officer when the user leaves their office.
17. EOs are responsible to set up their office furniture in a way that ensures the staff member is able to exit safely in the event of an emergency, and that this set-up complies with the *Occupational Health and Safety Act*, RSPEI C 0-1.101. If staff are unsure of their office set up, they will contact the Occupational Health and Safety Committee at the Family Law Centre for assistance.

Key and Door Codes

18. MEP staff are prohibited from loaning or trading keys, or sharing door codes, with anyone other than other Family Law Centre staff.

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Security of Program Files

19. The DME shall inform all new MEP staff of MEP’s confidentiality policies contained in the Manual, and shall provide each new staff member with an electronic and double-sided paper copy of the Manual.
20. Staff is prohibited from using or accessing any information or electronic data banks available to them through MEP for any purpose other than their assigned employment duties.
21. The DME will ensure that staff members have access rights to MEPS only as necessary to fulfill their position responsibilities.
22. Staff is prohibited from accessing any information or electronic data banks available to them through MEP if they are in a conflict or perceived conflict of interest situation (see **Policy 202 – Conflict of Interest**).
23. MEP staff must lock their computer when they are away from their desk for an extended period (e.g. lunch break) to prevent unauthorized access to MEPS.
24. MEP staff must follow the Government of PEI’s IT Security and Computer Use Policy contained in the Human Resource Policy and Procedures Manual. Accordingly, staff must not access non-secured websites while at work.
25. MEP staff must not share computer passwords.
26. MEP staff is prohibited from making unauthorized copies of any records that are the property of the Province of PEI; for example, reproducing user’s financial information, correspondence or Orders when they are not authorized to do so.
27. MEP staff will ensure that if they are working on a MEP file, they close the file folder and place it in a secure area in their office so that confidential information contained in or on the file folder is not viewable by others.
28. Unless approved by the DME in writing, MEP staff are prohibited from removing user files from the Family Law Centre, except when MEP staff or MEP’s legal counsel require the file for Court. When MEP staff or MEP’s legal counsel remove a user file from the Family Law Centre, they will take the entire file and are responsible for the security of the file while it is outside of the office.

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29. Staff will ensure that their files are secure from access after-hours and when they are away from their office for an extended period of time.

Destruction of Paper

30. MEP files are created under the authority of the *Act* and the *Interjurisdictional Support Orders Act* (PEI), to provide a record of all individuals enrolled with MEP for the collection of payments and for the enforcement of the file if payments are in arrears.
31. MEP staff is not authorized to destroy MEP files under any circumstances. Document retention and destruction is subject to MEP’s Records Information Management Schedule with the Government of Prince Edward Island.
32. If staff believe they have files subject to archiving or destruction, they will follow the process set out in the Government Records Information Management Policy in consultation with the Divisional Records Manager.
33. All documents generated by an EO that are not part of a MEP file (i.e. duplicates of documents, scrap paper, etc.) that contain personal information about MEP users or staff members must be placed in a secure container for shredding.

Types of Critical Incidents

Threats

34. Any time a threat is received, either verbal or written, the affected staff member(s), with assistance from the DME as necessary, will prepare a Critical Incident Report (CIR).
35. If a staff member receives a telephone threat, they will attempt to determine the following, where practicable:
 - identity of the caller;
 - telephone number of caller as shown on “Caller ID”;
 - location of the caller;
 - who the intended victim is, including if the intended victim appears to be the caller themselves and/or a MEP staff member;
 - if the caller knows where the intended victim is located;
 - if the caller has a weapon;
 - where and when the threat is to be carried out; and
 - if there is a history of violence (review case notes on MEPS).

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36. When a threat is received, staff will immediately notify the DME and Manager who, depending on the seriousness of the threat and the perception of the impacted staff as to the seriousness of the threat, may notify Sheriff Services and the DFLCS.

37. The DME will take the following action(s) depending on the nature of the threat and the party threatened:
 - Discuss the incident with the staff member once the immediate danger has passed.
 - Advise the staff member of potential courses of action (e.g. DME to contact person who made threat, the EO to contact the police, etc.) and potential accommodations (e.g. changing the EO assigned to the file).

38. In determining the courses of action, primary consideration will be given to the staff member’s safety and security.

39. If the police are to be contacted:
 - The staff member or person and witnesses, if any, who received or were present during the threat, will contact the police directly.
 - The DME may follow up with the police and advise the police of the names of the staff members (or all staff) threatened.
 - Affected staff members will immediately report any further contact they have with the person who made the threat to the police and to the DME.
 - All parties, including staff and the DME, will co-operate with the police by providing any information to police that would assist the police, subject to legal restrictions on access. If the police challenge information disclosure, the Manager and DFLCS will be notified.
 - Any further contact with the police will be reported to the DME immediately. The DME will notify Sheriff Services and the Manager, and the Manager will notify the DFLCS that the police have been contacted.

40. If the DME writes a letter to the person who made the threat, a copy of the letter will be provided to the staff member who was threatened, and a copy will be placed in the user’s file.

41. The DME will inform all MEP staff, in writing, of any threats made, and provide instructions for how to deal with the person who made the threat if that person comes to the Family Law Centre. Further, the Manager will consult with the DFLCS and provide staff with notice of any changes in security measures and contact restrictions with the user.

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42. The DME will determine whether other persons in the building should be informed of the situation. In determining this, the Manager will be consulted and provided with updates.
43. The DME will discuss the incident with all staff members involved.
44. If staff members involved do not agree with the action(s) to be taken, the final decision will rest with the DFLCS.
45. All debriefings should be reported to the Manager who will report the status of debriefs to the DFLCS. The Manager will also notify Human Resources.

Bomb Threat

46. If a staff member receives a call or message from someone claiming that a bomb has been placed in the Family Law Centre, the staff member will inform the DME, who will immediately:
 - notify the police and Sheriff Services;
 - evacuate staff using the fire drill procedure;
 - notify building management and ask them to alert other tenants and/or Court staff; and
 - keep staff out of the building until police advise otherwise.
47. Staff member(s) and the DME will provide police with any information in MEP’s possession which may assist police in their investigation.
48. The DME will prepare a CIR.

Threat to a third party

49. If a staff member receives information that someone is threatening a third party, the staff member will immediately inform the DME (or if the DME is not available, the Manager will be informed). The DME will then notify the party who was subject to the threat so that they can take the necessary steps and precautions (e.g. contact the police, etc.).
50. At the request of the party who was the subject of the threat, the DME or staff person may provide written information relating to the threat to both the party subject to the threat and to police.
51. The DME will advise staff of the action to be taken, if any, in relation to the party making the threat.

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52. If a person should be removed from the Family Law Centre or a staff person’s office, staff will immediately contact Sheriff Services, and Sheriff Services will determine whether or not the police will be notified.

53. The DME will conduct a debrief with staff regarding the incident.

Debriefing

54. As soon as possible after any critical incident occurs, the DME will facilitate a debriefing session with affected staff, unless the police advise otherwise.

55. At the debriefing, the DME will ensure that, to the extent possible, staff receive accurate, consistent, balanced information regarding the incident, as well as an opportunity to ask questions about the incident, the action(s) taken, and the degree of risk, if any.

56. The DME will assist affected staff to put the incident and their involvement into perspective. The DME shall provide staff with information to access the Employee Assistance Program (EAP).

57. A copy of the debriefing report will be sent to the affected staff member(s) to be placed in their employee file(s).

Critical Incident Reporting

58. Critical incidents must be documented and reported to ensure proper responsiveness.

59. After a critical incident is diffused and all parties involved are safe and secure, a Critical Incident Report (CIR) (**Form 302 – Critical Incident Report Form**) will be prepared by the involved staff person(s), with the assistance of the DME as necessary.

60. All CIR Forms are to be completed within one (1) business day of the occurrence because it is important that reporting is done in a timely manner to ensure that incidents are documented accurately.

61. A CIR Form must include the date and time of the incident and any other pertinent information.

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- 62. The staff member who writes the report shall forward it to the DME and the Manager, marking the report "private and confidential". The Manager will forward the Report to the DFLCS.
- 63. As the report may be forwarded to the Family Law Centre's Occupational Health and Safety Committee, identifying information must not be included in the report.
- 64. If a critical incident is of a nature where the police have been involved, the public may be impacted, or if it has resulted in media involvement, the DFLCS and Sheriff Services are to be notified immediately with the CIR Form to be prepared following notification.

FORMS

- 65. Critical Incident Report Form (Form 301)

AUTHORITIES AND REFERENCES

- 66. *Civil Service Act Regulations*, RSPEI 1988
- 67. *Interjurisdictional Support Orders Act*, RSPEI 1988, Cap. I-4.2
- 68. IT Security and Computer Use Policy
- 69. *Occupational Health and Safety Act*, RSPEI, Cap. 0-1.101

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302. PAYMENT PROCESSING

POLICY OBJECTIVE

1. MEP collects support payments required under an Order and disburses them to the Recipient. Proper handling of funds associated with MEP is imperative to public confidence in the administration of MEP.
2. MEP works to ensure accuracy and confidence by adhering to generally accepted accounting principles and best practice guidelines set out by the Department of Finance and Divisional policies and handbooks relating to accounting and trust accounting practices.
3. By adhering to best practice timelines and procedures as set out in this Manual and governmental resources, MEP ensures the efficient disbursement of support to Islanders.
4. This Policy explains the process by which MEP undertakes payment processing and accounting practices, and how users can pay and receive support payments.

PROVISIONS

Method of Payment into MEP

5. All payment processing is completed through an automated system known as MEPS. MEP receives payments from various payment sources such as walk-in users, mail, reciprocating jurisdictions, and garnishees of income sources (e.g. employers and provincial and federal governments).
6. MEP users are able to make payments using the following methods:
 - a. Online banking,
 - b. Direct payment to MEP (cash, debit, money orders, cheques), and
 - c. Pre-authorized banking agreements or Payment Orders (e.g. payroll deductions).
7. There is a 15-day hold on all cheques.
8. An EO may use their discretion to accept payment in a form not outlined in this Policy. If an EO exercises discretion to accept payment in a form outside this Policy, the EO will indicate the reason for doing so in MEPS.

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Direct Debit Machine Payments

9. Users may make payments using a debit terminal at the Family Law Centre in Charlottetown and at the Summerside Law Courts.
10. Debit transactions must be completed upon the arrival of the user, subject to operational demands. A copy of the transaction receipt from in-person debit transaction will be provided to the user.

Online Payments

11. It is the Payor’s responsibility to set up online banking if they wish to pay support via MEP using online banking services.

Payee Registration Form

12. All payments are processed at MEP and then sent to the Office of the Comptroller for disbursement to the Recipient via direct deposit. Recipients must complete **FORM 302 – [Payee Registration Form](#)**.
13. There are two different facets to the [Payee Registration Form](#):
 - a. the Recipient can be signed up for direct deposit (Payor makes the payments to MEP which are then automatically deposited into the Recipient’s account).
 - b. both parties sign up for direct debit and direct deposit. This is the fastest method of payment, as funds transfer from the Payor’s account to the Recipient’s account on the same day.
14. For Recipients not set up for direct deposit, cheques are issued on Wednesdays.

Consumer Price Index Adjustment (CPI)

15. Pre-May 1997, support Orders required that a yearly payment adjustment be done in accordance to Consumer Price Index Adjustment (CPI) as reported by Statistics Canada. MEP calculates the adjustment using CPI figures, and within two business days after the calculations are complete, MEP will send a letter will to the parties advising of the adjusted payment amount.

FORMS

16. [Payee Registration Form](#) (FORM 302)

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303. COMMUNITY AGENCIES

POLICY OBJECTIVE

1. MEP’s mandate is to register, monitor, and enforce support payments in accordance with Orders, as per the *Act*. MEP staff are responsible to follow MEP’s mandate.
2. MEP staff cannot directly offer to assist or intervene to help MEP users who may have other challenges in their lives (e.g. unemployment, parenting time disputes, mental health or addiction issues, etc.), which may affect the payment of support.
3. Users involved in MEP are often involved in ongoing family law issues that may benefit from legal interpretation or assistance. MEP staff are unable to provide legal advice.
4. To ensure users are aware of and better able to access community services and resources to address issues that impact the payment of support, MEP staff may provide users with information about community services or other available resources.
5. This Policy outlines the process by which a MEP staff member may provide information to a user about an outside agency that may be able to assist the user with issues outside of MEP’s scope.

PROVISIONS

6. When appropriate, MEP staff will make users aware of services available to them in the community. For example, MEP staff may provide users with website links, phone numbers, contact names, and/or brochures for services.
7. MEP users have the responsibility of following up with any agency and taking any appropriate action. MEP staff are not responsible for the quality of any service provided by an agency that MEP provided information about. If MEP provides information about a particular agency to a user, this is not an indication of support for one party’s position.
8. When an EO provides information to a user about an outside agency, the EO will place notes in the Contact Log on MEPS, indicating the service the user was provided information about and the reason this information was provided.

Section 400: COMMUNICATION

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401. COMMUNICATIONS - GENERAL

POLICY OBJECTIVE

1. Communication with MEP users, RJs, other government departments and offices, non-government service providers, employers, the general public, and the media is a significant component of MEP’s operations.
2. Timely and professional communication with users and the public is imperative to maintaining and building confidence in the administration of MEP. Issues can often be prevented or quickly resolved through adequate, respectful, and timely communication.
3. It is also important to balance the need for communication with the ultimate priority of MEP staff to engage in enforcement activities to ensure the effective collection and disbursement of support to Island families.
4. Inquiries from MEP users for information that is already accessible to them through electronic resources divert staff time and resources away from enforcement activities.
5. This policy will guide staff in managing and responding to telephone calls, voicemail, and email correspondence and set out best-practice standards to ensure timely and effective communication.
6. Further, this policy will set out the expectations and standards of MEP for communications with the public.

PROVISIONS

Confidentiality

7. Before staff respond to inquiries about a specific case, they must verify that the individual is a party to the Order enrolled with MEP. If the MEP staff is unable to independently verify the person’s identity as a MEP user, the person inquiring must provide the staff person with the proper case number and personal identification number (PIN) prior to MEP releasing any information.
8. Staff will ensure, when discussing a case with anyone not directly involved with MEP such as advocacy groups, court officers, that the confidentiality of all information is respected.

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9. For more information, see **Policy 402 - Disclosure of Information to MEP Users**, and **Policy 403 - Disclosure of Information to Third Parties**.

Communication Responsibilities of MEP Staff

10. It is not MEP staff’s responsibility to obtain copies of Orders for users or to provide copies of user income information. Users may be instructed to contact the Canada Revenue Agency or the Court should they require copies of their financial information or Orders for purposes unrelated to MEP.
11. All MEP staff will answer incoming calls to their office phones, respond to inquiries, take information, and resolve problems. Whenever possible, telephone calls are to be dealt with by the staff member who receives them or by the EO assigned to the file if the request is file-specific.
12. MEP users should be aware of services available to them that do not necessarily require speaking with an EO, such as the MEP online service. Users should be encouraged to use these services wherever possible.

Mutual Respect Policy

13. MEP engages in a policy of Mutual Respect.
14. MEP staff and MEP users are expected to:
- a. Treat one another with dignity and respect at all times, regardless of their ethnicity, sex, sexual orientation, age, family status or disability;
 - b. Demonstrate courtesy, integrity, respect, and consideration of others;
 - c. Respect the needs of others to work in a positive environment; and
 - d. Respect Family Law Centre property and the property of others.
15. The following are unacceptable behaviors at MEP:
- a. Physical aggression of any kind (e.g. pushing, spitting, etc.);
 - b. Intimidation, including verbal or physical threats;
 - c. Discrimination, including treating any individual or group in an unfair way, with reference to items in Paragraph 14(a);
 - d. Harassment (verbal, non-verbal, cyber, or otherwise), that demeans, humiliates or embarrasses another person such that a reasonable person should know the conduct is inappropriate in a professional setting;

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16. This policy reflects the need for mutual respect, courteous communication, and a professional working environment. If voices are raised or profanity is used, staff will end the conversation.
17. In the event staff deals with abusive behavior, they will document the behavior (including verbatim documenting of language) in the MEPS Contact Log.
18. In the event that a user demonstrates a pattern of disregarding this Mutual Respect Policy, MEP reserves the right to deny service to that user and to require that all further communication be in writing. Further, MEP reserves the right to take whatever steps are necessary to protect the safety and well-being of staff and users at the Family Law Centre.

Efficiency in Communications

19. EOs need to spend as much time as possible enforcing files. Much of the inquiries MEP receives is for information already available to users via electronic resources such as the MEP Online Service.
20. MEP provides users with information about MEP’s online service in a “Welcome Package” when they register with MEP.
21. If users contact EOs with inquiries that can be answered using MEP’s online service, EOs will refer that user to those resources for assistance.
22. With DME approval, MEP staff may decline to take phone inquiries from users that repeatedly ask for information that is available through an electronic service. If a user has been limited to written communication on that basis, they will be advised, in writing, that MEP staff will not respond to inquiries for information that is already accessible to them.
23. Non-urgent communications from users are to be responded to within four business days. MEP staff will forward communications that impact another government office to the appropriate office within two business days of MEP’s receipt.

MEPS Contact Log

24. MEP staff deal with high-volume caseloads and have multiple daily interactions with users. To assist in responsiveness to concerns and to ensure MEP staff are best positioned to respond to and recollect interactions, contact relating to MEP files or inquiries about MEP will be documented in the MEPS Contact Log.

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25. MEP staff should document contact in MEPS immediately. If operational demands prevent immediate documentation, staff should document the contact on paper then enter the contact into MEPS no later than one business day after the contact, to ensure accuracy.
26. When documenting contact in the MEPS Contact Log, MEP staff will state in the subject line the medium of contact (i.e. phone, email, or in-person) and the purpose of the contact (e.g. “Email / Recipient has new mailing address”).

Telephone Calls

Initial Telephone Contact with MEP

27. When the Intake Officer receives a telephone call, they will first determine if the caller is a registered MEP user. If the caller is a registered MEP user, the Intake Officer will determine the nature of the call and encourage the user to use the MEP Online Service, wherever possible.
28. If the Intake Officer is unable to answer the initial inquiry, or if the information needed is not available on Online Service, the Intake Officer will transfer the caller to the EO assigned to the user’s file.
29. The Intake Officer will document all incoming calls in MEPS. This log must include: the caller’s name, the date, and how the call was answered or directed. If the caller is a registered MEP user, this information will be recorded in the MEPS Contact Log. If the caller is not registered with MEP, the Intake Officer will record this information on a “cold call” database.

Payment Inquiry

30. If the Intake Officer receives payment inquiries from users and the information requested is available on the MEP Online Service, the Intake Officer will ask the user to retrieve their PIN and use either resource to obtain the payment history on their file.
31. If the information the user is requesting is not available on the MEP Online Service, the intake worker will refer the user to the appropriate EO.
32. If the user is inquiring generally about what enforcement actions are available, the intake worker can refer them to **Policy 701 - Enforcement Activities**.

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MEP Users Without PIN and Case Numbers

33. If a Payor or Recipient calls and states they do not know their case number and PIN, MEP staff will require the individual to attend the MEP Office (or the Court in their jurisdiction) with photo identification to verify their identity to retrieve their PIN and case number, to protect the confidentiality of information. Or MEP may resend a user’s PIN and Case Number to the mailing address on file for the user.

Third Parties

34. Staff will not discuss details of a MEP file with anyone who is not a party to the case, including the spouse of a party, unless that person is specifically authorized in writing by the Payor or Recipient (**FORM 401 – Third Party Authorization Form**), or as otherwise allowed by this policy. Any such written authorization will be placed in the user’s file.

35. Without specific written authorization from the user via **FORM 401 – Third Party Authorization Form**, MEP staff will neither confirm nor deny to a third party that a Recipient or Payor is registered with MEP.

36. It is never appropriate to attempt to resolve complex issues or make decisions on a file with anyone other than the Payor or Recipient (or their lawful agent).

Lawyer

37. The lawyer for the Payor or Recipient has the same right to information as the Payor or Recipient. MEP may only provide information to the party’s lawyer that relates to that lawyer’s client (i.e. the Recipient *or* the Payor, as the case may be).

38. MEP may provide information to either party’s lawyer, provided Counsel has confirmed that they are retained by the Payor or Recipient. MEP will accept scanned and emailed copies of confirmation documents from the lawyer.

Best Practice Timelines – Responses

39. MEP staff will respond to telephone messages or emails according to the following timelines:
- a. Regular Message – four Business Days
 - b. Urgent (Priority) Message – two Business Days

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40. Operational demands may result in unavoidable delays in response times. If MEP staff are unable to provide a substantive response to an inquiry, MEP staff should contact the user to acknowledge their communication and advise them of when they can expect a response.

Expectations of Staff Communication Monitoring

41. MEP staff are employed in positions that are user-facing and focused on user service. Communication is ineffective if staff are not adequately monitoring communication devices. Staff are expected to check both their emails and voicemails not less than once daily.

42. Staff members must make at least two attempts to return a call. If MEP staff is not able to reach a user directly by phone or leave a voicemail, a message must be forwarded by email or mail (if MEP has the user’s email and/or mailing address), and these attempts must be logged in the MEPS Contact Log.

43. If an email is received that impacts another EO, government office, or a third party, the receiving EO must forward the email to the appropriate EO or office within two business days of receiving it, subject to legal restrictions or confidentiality requirements.

44. If an employee is absent, it is important to ensure that individuals attempting to communicate with the absent staff person are aware of this absence. Otherwise, non-responsiveness may be interpreted as neglect and user satisfaction may be impacted.

45. In advance of an employee’s expected absence from work, the employee will:

- a. Call-forward their phones to the Intake Officer;
- b. Change their outgoing voicemail message to reflect their absence and direct individuals to contact the Intake Officer to be re-directed; and
- c. Put an out-of-office reply on emails. The reply will include the employee’s expected date of return and will direct the user to the Intake Officer if they require a response before the employee’s expected date of return.

46. In the event of an unexpected absence from work, the employee will, if able, coordinate with the DME as soon as possible to take the steps in section 45. If the employee is unable to do so (e.g. due to illness), the DME will perform these steps, or direct another MEP staff person to do so, as soon as possible.

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Mail Processing and Review

- 47. MEP is dependent on the reliability and promptness of mail processing for the exchange of much paper documentation, including Orders, etc., for the effective enrollment and enforcement of Orders.
- 48. All incoming and outgoing mail shall be processed in an organized and efficient manner that preserves confidentiality.
- 49. All incoming mail, received via the postal service or dropped off personally, must be date-stamped and distributed within two business days.
- 50. Incoming mail marked 'personal' or 'confidential' will be date-stamped on the envelope, left unopened, and distributed to the appropriate address or person. Staff will use their discretion to determine whether the personal material is related to a MEP file and whether the mail should be reviewed.
- 51. Mail from users should be reviewed by the EO assigned to the file. If the assigned EO is absent, the Intake Officer will read the mail and identify urgent matters.
- 52. If mail impacts another office at the Family Law Centre, the staff member responsible for the case will forward that mail within two business days of receiving it to the appropriate staff member of the other office.
- 53. Staff will not accept "collect" courier mail except as approved by the DME.

Faxes

- 54. MEP staff will check and clear the fax machine incoming basket at least twice per day. The fax will be delivered to the mail slot of the intended recipient. Faxes that arrive after hours should be date-stamped to reflect the date received by staff.

Expectations of user/Public Communication with MEP Staff

- 55. To ensure the ability of MEP staff to respond to telephone inquiries, individuals are expected to leave voicemails to allow staff to be aware of the contact attempt.
- 56. Users should include the following information when they are leaving a voicemail with MEP to ensure that MEP can promptly respond to the inquiry:
 - a. Name;
 - b. Telephone Number and Email;
 - c. Date and Time Phone Call Made; and

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d. MEP File Number.

57. Individuals are expected to be respectful of the operational realities of MEP and the best practice timelines for responses from MEP staff. Persistent calls and attempts at contact that are inconsiderate of the required response time outlined in this policy delay the ability of staff to conduct enforcement activities and respond to inquiries in a timely fashion.

In-Person Meetings with MEP Staff

58. MEP staff will deal with requests from users for a meeting based on MEP’s response timelines for communication. If a meeting is required between a user and a MEP staff person, the appointment should be set within five business days of the request.

59. MEP staff are unable to facilitate immediate appointments based on drop-in requests. Priority will not be given to individuals who drop-in. EOs will use their discretion when determining whether exceptional circumstances warrant seeing a drop-in user.

FORMS

60. Third Party Authorization Form (FORM 401)

AUTHORITIES AND REFERENCES

- 61. *Family Orders and Agreements Enforcement Assistance Act*, RSC 1985, c. 4 (2nd Supp.)
- 62. *Freedom of Information and Protection of Privacy Act*, RSPEI 1988, Cap. F-15.01
- 63. *Maintenance Enforcement Act*, RSPEI 1988, Cap. M-1

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402. DISCLOSURE OF INFORMATION TO MEP USERS

POLICY OBJECTIVE

1. The disclosure of information by MEP is restricted by provincial and federal legislation. The protection of the integrity of personal information and legal compliance is a priority of MEP.
2. From time to time, MEP users who are trying to determine if their cases have been properly handled may make requests for the disclosure of information relating to MEP files.
3. MEP does not represent either the Payor or the Recipient and has obligations at law to protect the privacy of information for both users equally.
4. While the prohibition against the disclosure of information cannot be used to limit the provision of relevant information to users, all staff and users must be aware of the limitations on disclosure to ensure public confidence in the administration of MEP.
5. This Policy sets out expectations and best practice guidelines for the disclosure of information to users by MEP staff.

PROVISIONS

Legal Obligation to Report Harm or Abuse

6. MEP is required to comply with legal disclosure obligations, including to report to Child Protection Services if staff reasonably suspect that a child may be in need of protection (e.g. in danger of harm or abuse).
7. Also, staff is obligated to notify the proper authorities if they have a reasonable suspicion a user may harm themselves or the other parent or a third party.
8. Before disclosing any information, staff will consult with the DME.

Information that is available to MEP users

9. The following are examples of information available to Recipients *and* Payors:
 - a. The user’s MEP file number;
 - b. Type of enforcement actions available to MEP;

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- c. Enforcement actions taken on the file (however, MEP cannot disclose to the Recipient personal information about the Payor such as the Payor’s income sources and who the Payor’s employer is);
- d. Reasons MEP may decide to take or not to take enforcement action on a file (in broad terms);
- e. Repayment arrangements available (broad information); and
- f. The Child Status Request (“CSR”) form completed by the other party (Exception: in cases where the Recipient requests that their completed CSR form not be disclosed to the Payor and the DME deems this appropriate, or if an Order limits such information as the CSR Form contains from being shared with the Payor, the Recipient’s completed CSR form or parts thereof will not be disclose to the Payor).

10. The following are examples of information available to Recipients *only*:

- a. Recipient’s PIN;
- b. Recipient’s ledger;
- c. Written correspondence between MEP and the Recipient;
- d. Details of conversations MEP has had with the Recipient;
- e. Record of the Recipient’s payments (for special expenses, if applicable)

11. The following are examples of information available to Payors *only*:

- a. Payor’s PIN;
- b. Payor’s ledger;
- c. Written correspondence between MEP and the Payor;
- d. Details of conversations MEP has had with the Payor;
- e. Record of the Payor’s payments;
- f. Specifics of enforcement actions taken;
- g. Specifics of reasons why enforcement action was taken or not taken;
- h. Specifics of repayment arrangements;

Information that is Legally Restricted

12. The following are examples of information that MEP cannot disclose:

- a. Information subject to solicitor-client privilege or any other privileged or statutory confidentiality (e.g. information received by MEP under the *FOAEA Act*);
- b. Information pertaining to persons other than the complainant;
- c. Information that may affect MEP’s relationship with the federal government, municipal bodies, community agencies, or RCMP;

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- d. Information that could deprive a person to a fair trial or impartial adjudication;
- e. An Order for production or disclosure of documents;
- f. Information that may affect or threaten someone’s health and safety, including information related to a court matter if disclosure could reasonably result in harm to the person;
- g. Personal information supplied by the other party to MEP in confidence; and
- h. Information that could damage someone’s reputation, if not directly related to enforcement action.

Disclosures Not Explicitly Approved Under Policy

- 13. If an EO receives a disclosure request and the disclosure is not explicitly approved under this Policy, staff will inform the user that MEP has restrictions on the type of information it can disclose and, as such, MEP needs to be sure that the type of information the user is requesting does not contravene any legislation or case law on what MEP is permitted to disclose.
- 14. The EO will consult with the DME to determine what information, if any, may be disclosed. Information may only be disclosed “for the purpose of [the] *Act* or enforcing a maintenance order.”
- 15. The DME will provide the user requesting information with written reasons for the approval or denial of any disclosure request and place a copy of the reasons in the MEP file and on MEPS.

Disclosure of information within Family Law Section Offices

- 16. MEP may request information from the [Recalculation Officer](#) or a [Child Support Guidelines Officer](#) for the purposes of enforcing an Order registered with MEP, pursuant to s. 6 of the *Act*. Information will only be disclosed in compliance with the *Act*.

Power of Attorney

- 17. Before MEP can provide information to a user’s Power of Attorney, the signed Power of Attorney document must be provided, and DME approval is required.

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Recording Conversations

18. To protect the personal information of both parties enrolled in MEP, MEP does not permit users to audio record telephone or in-person conversations with MEP staff.
19. If a user indicates that they are or will be recording a conversation with MEP staff, the EO will try to resolve the issue, and will notify the DME.
20. If the user insists that they will record the conversation, staff may terminate the call or in-person conversation and ask the user to provide their concerns in writing, with consideration to **Policy 404 - Complaints Handling**.
21. The staff member will note in the Contact Log on MEPS that the user stated the conversation was or would be recorded and when the user stated this (e.g., at the beginning or end of the call). Staff will note any attempts to resolve the issue with the user, and reference that the user was informed that this is not permitted.

AUTHORITIES AND REFERENCES

22. *Family Orders and Agreements Enforcement Assistance Act*, RSC 1985, c. 4 (2nd Supp.)
23. *Freedom of Information and Protection of Privacy Act*, RSPEI 1988, Cap. F-15.01
24. *Maintenance Enforcement Act*, RSPEI 1988, Cap. M-1

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403. DISCLOSURE OF INFORMATION TO THIRD PARTIES

POLICY OBJECTIVE

1. MEP’s main priority is to maximize support collected and disbursed under Orders in a timely manner. Often there are other agencies and departments that provide assistance and resources to MEP users (e.g. Social Assistance, Community Legal Information, etc.).
2. While these agencies and departments are resources for MEP users, MEP is obligated to protect the privacy of users and comply with governing legislation.
3. This Policy sets out guidelines for the disclosure of information to third parties to ensure efficient processing of information requests and compliance with privacy obligations.

PROVISIONS

Scope of Disclosure

4. In the event a consent to disclosure is received (see **FORM 401 – Third Party Authorization Form**), MEP staff is only able to release information available to the party who signed the consent form (i.e., the Payor or the Recipient, as the case may be).

Calls from representatives of an agency or department

5. A call from someone who identifies themselves as a service provider calling on behalf of a MEP user will be advised that the MEP requires written consent from the Recipient or Payor to discuss the case with that particular service provider - see **FORM 401 – Third Party Authorization Form**.
6. If MEP receives written consent (**FORM 401 – Third Party Authorization Form**), the call will be dealt with by the EO assigned to the file.
7. To avoid unnecessary and duplicative administrative demands on MEP staff, MEP will not send copies of documents to third parties that have already been provided to the user or that are accessible to service providers by other means.

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Employer of Payor when Payment Order is in Effect

8. The employer of the Payor plays an important role in ensuring timely payments are made to Recipients. It is important that employers understand their legal obligations when a Payment Order has been issued to them.
9. MEP staff may only release the following information to the Payor’s employer:
 - a) amount of the support obligation;
 - b) timing of payments to be garnished to pay the support;
 - c) any amendments to the Order or the termination of the Order which impact the Payment Order;
 - d) payment options for the employer to forward funds to MEP;
 - e) confirmation that a payment was received; and
 - f) fines with non-compliance with the Payment Order.
10. The employer is not entitled to any:
 - a) personal information about the Payor and Recipient; or
 - b) case information except for what is necessary for the employer to comply with the Payment Order.
11. Telephone calls from an employer often relate to the timely provision of support and are to be treated as an urgent priority call under **Policy 401 – Communications – General**.

The General Public or Advocacy Groups

12. MEP staff will provide general program information about MEP in response to requests from the public/community organizations/advocacy groups. MEP staff can also advise these callers that the MEP website is a valuable resource for program information. The DME and Manager should be notified of all inquiries.
13. If the caller is a member of a community organization or advocacy group with a case-specific request, the MEP staff member will advise the caller that case-specific information will not be provided without the written consent of the Recipient or Payor - see **FORM 401 – Third Party Authorization Form**.

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The Media

14. All media inquiries will be forwarded to the Justice and Public Safety Communications Officer by the Manager or DFLCS.
15. The Manager is the main point of contact for MEP by the media. MEP staff is not authorized to communicate with the media and will not comment on MEP’s roles and responsibilities or particular MEP files.
16. The Manager will inform the DFLCS of all requests by the media for MEP information.

Reciprocating Jurisdiction (RJ)

17. If you reside in a RJ (see list on page 17 of this manual) – any inquiries must be made to the Maintenance Enforcement Program (or its equivalent) in your jurisdiction. If you live in another jurisdiction and contact the PEI MEP about your file, PEI MEP will direct you to contact the Maintenance Enforcement Program (or its equivalent) in your jurisdiction. For example, if you live in Ontario and the other party lives in Prince Edward Island, you must contact Ontario’s equivalent of the Maintenance Enforcement Program (i.e. called the Family Responsibility Office in Ontario) to ask questions or seek information about your support matter.
18. An EO may give information about payments and enforcement status over the phone to a caller who identifies themselves as a staff person with a Court or enforcement program in a RJ when:
 - the case is coded on MEPS as ISO-IN or ISO-OUT, and
 - the caller provides either the PEI ISO Number or the RJ Case Number.
19. If a general update is requested by a RJ, the EO will provide the RJ with the following: the enrollment status, a Statement of Account, and an enforcement status report. The EO will document this on the MEPS Contact Log.
20. All provinces and territories have proclaimed Interjurisdictional Support legislation that allows RJs to share information with one another for the purposes of enforcing a support Order.

AUTHORITIES AND REFERENCES

21. *Freedom of Information and Protection of Privacy Act*, RSPEI 1988, Cap. F-15.01
22. *Maintenance Enforcement Act*, RSPEI 1988, Cap. M-1

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404. COMPLAINTS HANDLING

POLICY OBJECTIVE

1. Timely, respectful, and consistent treatment of users is important to public confidence in MEP and to the effective and efficient administration of MEP.
2. MEP staff deal with emotionally charged matters that can be challenging. MEP encourages users to attempt to resolve their issues with their assigned EO.
3. From time to time, users may have concerns about the handling of files and treatment by MEP staff that cannot be resolved with the individual staff person.
4. Complaints must be responded to promptly and in a manner that encourages accountability and responsiveness by MEP staff and users.
5. This Policy aims to provide a consistent and transparent means of responding to complaints that protects the privacy interests of users and the legal integrity of MEP, while maintaining transparency, accountability, and public confidence.

PROVISIONS

6. Often, complaints raised by users can be resolved directly by the EO assigned to the file. If a user has concerns, they are encouraged to speak to the EO responsible for their file. All interactions will be documented in MEPS.
7. If the user’s concerns are complicated, they should be encouraged to explain their complaint in writing to ensure their concerns are clearly laid out. The EO will work with the user in a respectful and professional matter to resolve the complaint, adhering to the communication timelines set out in **Policy 401 – Communications - General**.
8. If the user is not satisfied with their EO’s response, they may wish to file a formal complaint with the DME. To do so, the user must complete **Form 404 – Complaint Form** and forward the Form to the DME. The user must specify the following in the Form:
 - a. The nature of their concerns and what led to them;
 - b. The specifics of their concerns (dates, times, amounts, etc.);
 - c. What, if any, resolution attempts were made or requested; and
 - d. Any other information that is necessary for a full determination by the DME of the complaint.

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9. The DME will respond to all complaints within 10 business days of receiving the Complaint Form. If the DME is unable to fully respond in that timeline, the complainant will be contacted and advised of the delay within the 10-day timeline.

10. Users must be mindful of the fact that they may not always agree with the enforcement action taken on their file. EOs make decisions on a file based on the individual circumstances of the file and in accordance with the *Act*.

FORMS

11. Complaint Form (Form 404)

Section 500: ENROLLMENT

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501. ENROLLMENT - OVERVIEW

POLICY OBJECTIVE

1. Parties can enroll in MEP at the request of either party or by court Order. Timely receipt and processing of enrollment information is critical to ensure timely support payments and, if necessary, timely enforcement action.
2. Without enrollment information that permits MEP staff to take action on a file (i.e., contact information for the parties, Payee Registration Form, etc.), MEP is unable to start collection and enforcement on Orders.
3. The *Act* requires that certain information be provided to the DME to enroll Orders. This assists in ensuring appropriate information is contained in Orders, which in turn ensures the timely and efficient enforcement of Orders for Island families.
4. While Orders are ultimately written and signed by a Judge, an Order is effective immediately upon the Judge orally delivering the Order (unless the Order specifies a different effective date). It is important that a delay in the drafting of written Orders by lawyers does not result in delays in compliance with an Order.
5. MEP is a neutral support agency that does not advocate for one party or the other. MEP is order-based and enforces Orders as they are written. MEP does not interpret and apply the law.
6. This Policy sets out timelines and obligations for providing relevant information to MEP to enroll Orders, as well as timelines for the processing of that information by MEP staff.

PROVISIONS

Registering an Order or Agreement with MEP

7. To register an Agreement with MEP, that Agreement must first be filed with the Registrar at the Courthouse.
8. To register an Order or court-filed Agreement with MEP, MEP must be provided with:
 - a. a completed MEP Registration Form (**FORM 501 - Registration Form**); and
 - b. a signed copy of the Order/Agreement (see exception at sections 15-17).

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9. If an Order/Agreement is provided to MEP without a fully completed Registration Form, the DME may decline to enroll the Order. MEP users are expected to complete all of the information requested in the Registration Form.
10. MEP users must notify MEP immediately of any changes to the information in their Registration Form, including changes to their name, address, email, or telephone number.

Once MEP receives the Registration Form and the Order/Agreement

11. MEP will date-stamp MEP Registration Forms and the accompanying Order/Agreement upon receipt.
12. If one party is initiating the enrollment and they are unable to provide accurate contact information for the other party to the Order/Agreement, MEP will begin tracing the other party to determine contact information within 10 business days of receipt of the Registration Form, which Form notifies MEP that the contact information is unknown.
13. Following a user providing MEP with the Registration Form and Order, MEP must make a determination as to the eligibility of the Order (**See Policy 502 – Determining Eligibility of Orders**). MEP staff will process complete Registration Forms within twenty-one (21) business days of receiving the Registration Form and the attached Order/Agreement.
14. Within two (2) business days of the determination of the eligibility of the Order under **Policy 502 - Determining Eligibility of Orders**, MEP will provide enrollment information to the parties.
15. From time to time, there are complex issues that impact the review of the order and steps required to register the Order. Where MEP is unable to meet the timelines set out in section 13-14, the parties will be contacted with an update as to the status of the registration.

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Where Order Has Not Yet Been Drafted

16. When MEP receives notice that MEP is ordered to enforce support pursuant to a new court decision, but the written Order has not yet been signed by the judge, MEP will request a transcript of the judge’s Order to be provided within 20 business days of MEP being notified of the new decision. MEP must also be provided with a completed Registration Form.

17. Upon receipt of the transcript, MEP will monitor the file for the receipt of the written Order. If MEP does *not* receive the Order within 90 days after receiving the transcript, MEP will contact the Court and/or the parties or their lawyer to determine the status of the written Order.

18. In the meantime (after MEP has received the transcript and the Registration Form, but is waiting for the Order), MEP shall undertake the eligibility assessment under **Policy 502 - Determining Eligibility of Orders** on the basis of the transcript.

Orders Enrolled in MEP from Reciprocal Jurisdictions (RJs)

19. Orders made in other jurisdictions (i.e. RJs) that need to be transferred to PEI because the Payor has moved to PEI are processed by MEP.

20. If the Payor moves to PEI, the RJ where the Order was made will need to transfer file information to PEI’s ISO Enforcement Officer. This transfer can take time because of geographical realities within the country. The following documents must be included in a file that the RJ sends to MEP, as is outlined in the *Interjurisdictional Support Orders Act* (PEI):
 - a. Three (3) certified copies of the Order or Agreement filed with the RJ (if it is an Agreement, it must meet the requirements of 1(j) of the *ISO Act*);
 - b. One (1) Transmittal Form;
 - c. One (1) Affidavit notarized by a Notary Public; and
 - d. One (1) copy of the Statement of Arrears.

21. If current contact information for the parties is included in the information provided to MEP by the RJ, MEP will provide the Registration Form within two (2) business days. More documentation is required to enroll Orders from RJs.

22. If the RJ does not provide to MEP up-to-date contact information for the parties, MEP will coordinate with the RJ to try to locate the parties.

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23. MEP staff will process Registration Forms within twenty-one (21) business days of receiving the completed package which must include receiving all relevant documents from the reciprocal jurisdictions.

24. In instances where a party to an Order/Agreement that is subject to the ISO regime leaves PEI and begins to reside in another province or territory, the party that left PEI will be required to register their Order/Agreement with their new jurisdiction within 90 days of arrival in the new jurisdiction.

Initial Administrative Obligations of the Payor

25. Upon an Order being enrolled in MEP, the Payor has the option to discuss with MEP a payment schedule for making payments on the Order.

26. Some Payors receive income on a bi-weekly basis (or another schedule) and may request that their support payments be withdrawn from their account at a certain time of the month.

27. MEP will allow the Payor to pay their support payments based on their payroll schedule (e.g., bi-weekly, weekly, etc.), with consideration of the impact of the schedule on the ability to meet the obligation to pay the full support amount within the month it is due.

28. The Payor has one month from the date their obligation is due to pay their support amount in full. If the Payor fails to make the full payment one (1) month after the payment becomes due, the Payor will be subject to enforcement.

29. It is the responsibility of Payors to make the proper accounting arrangements with MEP to ensure that their support payments are received in a timely manner.

FORMS

30. Registration Form (Form 501)

AUTHORITIES AND REFERENCES

31. *Interjurisdictional Support Orders Act*, RSPEI 1988, Cap. I-4.2

32. *Maintenance Enforcement Act*, RSPEI 1988, Cap. M-1

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502. DETERMINING ELIGIBILITY OF ORDERS

POLICY OBJECTIVE

1. MEP’s ultimate priority is to enforce Orders to maximize the support provided to Island families. However, from time to time, Orders filed with MEP do not meet the legal requirements under the *Act* for enrollment.
2. It is important that MEP staff review Orders with the view that general ambiguity should be resolved in favour of the Recipient, to strive to meet the intention of the Order to provide support payments.
3. MEP may determine that sections of the Order are administratively unenforceable under the *Act*, and may decline to enforce a section of the Order while enforcing other sections of the Order. For example, MEP may determine that the obligation to pay basic table child support is enforceable, but that the special expenses in the Order are unenforceable.
4. If MEP determines that an Order or parts thereof are not eligible for enrollment in MEP, it is important that MEP is transparent in making such determinations to ensure public confidence in the administration of MEP.
5. This Policy sets out best practice guidelines for determining eligibility of Orders and for the communication of these determinations to parties and/or the Court.

PROVISIONS

6. Under the *Act*, Orders filed with MEP will be eligible for enrollment if they meet the definition of “maintenance order” in clause 1(1)(b) of the *Act*. Orders that do not meet this criterion will not be eligible for enrollment.
7. Orders filed with MEP will be reviewed by staff to ensure they are eligible for enrollment. In certain circumstances, the DME may use their discretion to not enforce an Order, including if:
 - a. there is no enforceable amount of support set out in the Order and there is not enough information to allow the EO to determine the appropriate table amount;
 - b. the Order is not for child and/or spousal support, but for other items;
 - c. the payments are conditional on an outside factor (e.g. whether Payor is residing on PEI or not). MEP has no authority to decide evidentiary issues relating to external factors;
 - d. the Order is for an amount less than \$5.00 per month; or

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e. a terminating event has occurred and the Order does not state that support is to continue past that event (see **Policy 604 – Terminating Events**).

8. The DME may determine there are other issues with the Order, and MEP will provide written reasons to the parties for the determination to decline to enroll, or to administratively enforce, an Order or parts thereof.
9. MEP may rely on program policy to assist with the determination of enforceability where there are particulars not specified in an Order.
10. Where an Order specifies particulars that are broader or narrower than program policy, MEP will determine eligibility based on what is specified in the Order.

Arrears accumulated prior to enrolment in MEP

Overview

11. The *Act* empowers MEP to enforce the payment of arrears that accumulated before the Order was registered with MEP.
12. If MEP determines there is ambiguity regarding the amount of arrears that accumulated prior to the Order being registered with MEP, MEP will decline to include these arrears on the Ledger. MEP will refer the users to a [Child Support Guidelines Officer](#) or their lawyer(s) so that the Court can make a determination on the amount of arrears owing on the file.
13. MEP is unable to mediate or adjudicate between the parties, including as it relates to disagreements about arrears accumulated prior to registering with MEP.

Procedure - general

14. At the time of completing the MEP registration form, a party to an Order being registered with MEP may request in writing that MEP enforce the arrears accumulated prior to registration (‘requesting party’).
15. Where the requesting party is claiming arrears and ongoing non-payment for an order being registered in the middle of the payment period, MEP will assume that any subsequent payment obligation incurred during the period of the enrollment is also outstanding (e.g., if the registration letter is sent on the 25th of the month and the payment is due on the 1st, MEP will add the payment obligation from the 1st on the arrears).

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16. Where arrears are not being claimed and the Order is being registered in the middle of the payment period as above, MEP will assume that the support is being paid outside of the program and arrears will not be claimed.

17. It is the responsibility of the requesting party to complete the arrears claim on the registration form at the time of the registration request. MEP will not conduct an inquiry in relation to arrears if the requesting party does not flag that they are claiming arrears.

18. If the requesting party does not claim arrears on the initial registration form, subsequent requests to enforce pre-enrollment arrears will be denied and the parties will be referred to the Child Support Services Office or counsel to seek a court order specifying arrears.

19. As part of the initial registration process, MEP will then contact the other party ('non-requesting party') to confirm the arrears amount, and if the non-requesting party:
 - a. disagrees with the arrears amount the requesting party claims, MEP may decline to enforce the arrears amount, subject to DME discretion.
 - b. does not respond to MEP's request for confirmation of the arrears amount within 14 days of MEP sending the request, MEP will include the arrears amount on the ledger and enforce that amount, subject to DME discretion.
 - c. indicates in writing that they agree for MEP to enforce the arrears amount, or a portion thereof, as the case may be, MEP will update the MEPS Ledger to reflect this agreed-upon amount.

20. If MEP declines to enforce the arrears amount requested by the requesting party, of a portion thereof, the arrears amount (or the portion thereof, as the case may be) will not be included on the ledger and will not be enforced by MEP. MEP will refer the requesting party to a [Child Support Guidelines Officer](#) or their lawyer(s) so the Court can make a determination on the amount of arrears owing.

Procedure – Order registered with MEP within one month of the date of Order

21. Sections 13-15, above, do not apply to Orders registered with MEP within one month of the date of the Order.

22. If a party registers an Order within one month of the Order being made, and the Recipient claims that the Payor owes arrears (as specified in the Order as 'arrears', or that have accumulated since the Order was made), the onus will be on the Payor to provide proof to MEP that they paid the arrears or a portion thereof.

23. MEP will contact the Payor to confirm the arrears amount.

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24. If the Payor does not agree with the arrears amount the Recipient is claiming, the Payor will be instructed to provide proof of direct payments to the Recipient.
25. MEP will enforce the arrears amount claimed by the Recipient if:
- a. The Payor indicates that they agree with the arrears amount indicated by the Recipient;
 - b. The Payor does not respond to MEP within 14 days; or
 - c. The Payor disagrees with the arrears amount claimed by the Recipient but does not provide proof satisfactory to the DME disputing the Recipient’s claim.
26. MEP may decline to enforce the arrears amount, or part thereof, claimed by the Recipient if the Payor provides proof satisfactory to MEP that the Payor paid the arrears or a portion thereof. MEP will refer the Recipient to a [Child Support Guidelines Officer](#) or their lawyer(s) so that the Court can make a determination on the amount of arrears owing on the file.

AUTHORITIES AND REFERENCES

27. *Maintenance Enforcement Act*, RSPEI 1988, Cap. M-1

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503. VARIATION OF ORDERS AND AGREEMENTS

POLICY OBJECTIVE

1. From time to time, Orders/Agreements enrolled in MEP are varied or changed, by court Order or by written Agreement.
2. Sometimes, the status of previous provisions in Orders or the impact of new Orders on previous support determinations may be unclear. As MEP is a neutral third party, MEP is unable to make interpretive decisions relating to Orders.
3. The availability of a [Recalculation Officer](#) and [Child Support Guidelines Officers](#) in PEI greatly reduces the legal costs and the time it takes to vary or update support amounts. These offices are not part of MEP, and MEP is unable to vary an Order. MEP staff may request that users engage in these other services for reasons outlined in this Policy.
4. This Policy sets out guidelines for dealing with Orders where there is dispute relating to the impact of the variation on support obligations, and provides information on the services of the [Recalculation Officer](#) and [Child Support Guidelines Officers](#).

PROVISIONS

Registering Variation Orders and Variation Agreements with MEP

5. The procedure to register Variation Orders and Variation Agreements with MEP is the same procedure as to register a first support Order or Agreement with MEP, except that if parties already have an Order/Agreement registered with MEP they do not have to provide MEP with a new Registration Form. The registration procedure is set out in **Policy 501 – Enrollment - Overview**.

Variations to Special Expenses

6. From time to time, Variation Orders or Variation Agreements are registered with MEP that change the basic monthly support payable, but which do not include provisions for special expenses that were included in the previous Order or Agreement (see **Policy 602 - Special and Extraordinary Expenses**).
7. Without clear direction in the Order, MEP is unable to make determinations as to whether the absence of language in the Variation Order/Agreement about

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special expenses means that the Court is declining to make an Order for special expenses, or for the previous special expenses provisions to continue.

8. Unless the Variation Order or Agreement is clear that the previous special expenses provisions in the previous Order/Agreement are to continue, MEP cannot continue to enforce the special expenses contained in the previous Order /Agreement.

Stepping-Down Global Child Support Orders (Orders with Multiple Children)

9. For the purposes of determining support in Orders with multiple children (‘Global Support Orders’) where support for one child has terminated, if the Order sets out the support in a manner that enables MEP to determine the appropriate step-down of the global support amount (i.e. the Order is clear that the support amount was determined using the Tables, based on the Payor’s income), MEP will step down the support amount accordingly.
10. MEP will step-down Global Support Orders on the basis that such a step-down is not a change to the Order/Agreement, but on the basis that the step-down is complying with the terms of the Order/Agreement.
11. For more information about stepping-down Global Support Orders, see **Policy 604 – Terminating Events**.

Services that Assist Parties to Change or Recalculate Support Orders

12. MEP may direct the Payor to apply to the Child Support Services Office (which includes a [Recalculation Officer](#) and [Child Support Guidelines Officers](#)) to have their Order/Agreement adjusted/varied as a condition of their enforcement activity, a PCP, or Payment Plan (at Default Hearing stage).

Recalculation Officer

13. The [Recalculation Officer](#) ((902) 368-4109) will administratively recalculate Orders/Agreements per the authority of that Office under the *Child Support Regulations*.
14. To recalculate an Order/Agreement, the Order/Agreement must contain a recalculation clause, and must be filed with the [Recalculation Officer](#) with a completed Registration Form. Parties do not have to attend Court to use this free service.

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15. An Order/Agreement can be administratively recalculated if the Recalculation Officer can do a straightforward recalculation of child support using the Payor’s income on line 150 of their most recent Notice of Assessment and the Child Support Guideline tables, and so long as discretion is not required. The Recalculation Officer cannot recalculate child support if:
- a. the Payor is self-employed/has self-employment income;
 - b. the Payor’s income was imputed (e.g. grossed-up) by the court;
 - c. the Payor has shared parenting of the child(ren);
 - d. a pattern of income was used to determine Payor’s income (e.g., average of last three (3) years’ income);
 - e. child support departs from the Guidelines’ Table; or
 - f. for special expenses.

Child Support Guidelines Officers

16. [Child Support Guidelines Officers](#) provide people with information about the *Federal Child Support Guidelines* and help people who represent themselves to complete the required court documentation to apply for child support for the first time or to change an existing Order or Agreement.
17. [Child Support Guidelines Officers](#) ((902) 368-6220) provides information and assistance to people who don’t have a lawyer and who are:
- a. Seeking child support for the first time or to change an existing Order or Agreement through the Court; or
 - b. Seeking child support for the first time or a change to an Order or Agreement (by way of a Consent Order) without going back to court, if:
 - i. Both parties are in agreement; and
 - ii. The Payor provides proof of their income needed to calculate child support.

AUTHORITIES AND REFERENCES

18. *Child Support Regulations*
19. *Divorce Act*, R.S.C. 1985, c. 3 (2nd Supp.)
20. *Children’s Law Act*, RSPEI 1988, Cap. C-6.1
21. *Interjurisdictional Support Orders Act*, RSPEI 1988, Cap. I-4.2

Section 600: CASE MANAGEMENT

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601. CASE MANAGEMENT

POLICY OBJECTIVE

1. The timely and efficient collection and disbursement of support by MEP helps to ensure the well-being of Island families.
2. MEP is a neutral support agency that does not represent the Payor or Recipient. MEP operates in a reasonable and consistent manner to enforce Orders.
3. Individuals enrolled in MEP have an understandably high expectation of the ability of MEP to succeed in collection activities in the event a Payor does not voluntarily pay support.
4. Public confidence in the administration of MEP hinges on the fair and consistent application of best practices outlined in legislation and this Policy.
5. This Policy sets out the best practice guidelines for general case management of files enrolled in MEP.

PROVISIONS

Primary Principles

6. In the administration of MEP, the following statements describe the rights and obligations of the MEP users, MEP staff, and the Department of Justice and Public Safety:
 - a) Every PEI resident has the right to enroll an Order with MEP, subject **Policy 502 – Determining Eligibility of Orders**;
 - b) Every effort is made to enforce Orders enrolled with MEP; however, there is no guarantee of success in collections;
 - c) The appropriate method of enforcement is determined by MEP staff, with consideration to legislation and best practice guidelines in this Manual;
 - d) In registering with MEP, the Payor and Recipient have the responsibility to comply with the expectations and obligations of MEP;
 - e) MEP cannot become involved in legal issues related to parenting time and decision-making responsibility. If users ask for assistance related to these issues, MEP will refer the user to services that can assist them; and
 - f) Subject to any conditions in an Order or the *Act*, parties may choose to withdraw from MEP and do direct payments between themselves instead.

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Roles and Responsibilities of MEP Staff

7. Staff will act in compliance with this Manual.
8. Staff must respond with sensitivity to requests from users. MEP staff must be treated with dignity and respect, keeping in mind the Mutual Respect Policy outlined in **Policy 401 – Communications - General**.
9. Staff shall communicate professionally and courteously with employers, RJs, and local authorities responsible for issues concerning support Orders, with consideration to **Policy 401 – Communications - General**.
10. EOs will review their caseloads in accordance with **Policy 203 – Quality Control Review Process**.

Responsibilities of Payors

11. Payors who are registered with MEP are responsible for:
 - a. paying support in the amount and within the period prescribed by their Order.
 - b. completing the Enrollment Package to give MEP sufficient information to enforce the Order.
 - c. Providing the MEP with proof of any valid medical insurance.
 - d. paying support without prompting or reminders from MEP.
 - e. upon being notified that their Order has been registered with MEP, making all support payments through MEP. For more information, see **Policy 605 – Direct Payments to Recipients**.
 - f. notifying MEP of any change in their circumstances that may affect their ability to make payments under an Order (e.g. if a Payor starts receiving Social Assistance).
 - g. informing MEP of any changes to their contact information within 10 days of such a change.
 - h. providing accurate and truthful information to MEP in relation to the administration and enforcement of their Order.
 - i. following MEP’s Mutual Respect Policy outlined in **Policy 401 – Communications - General** in all of their interactions with MEP staff.
 - j. Providing MEP with a copy of all new support Orders within two business days of the Order being signed.

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Responsibilities of Recipients

12. Recipients who are registered with MEP are responsible for:
 - a. completing the Enrollment Package.
 - b. Providing the MEP with proof of any valid medical insurance.
 - c. receiving all support payments through MEP. For more information, see **Policy 605 – Direct Payments to Recipients.**
 - d. following MEP’s Mutual Respect Policy outlined in **Policy 401 – Communications - General** in all of their interactions with MEP staff.
 - e. notifying MEP of any change in their circumstances and their children’s circumstances that may affect support payments.
 - f. informing MEP of any changes to their contact information within 10 days of such a change.
 - g. providing accurate and truthful information to MEP in relation to the administration and enforcement of their Order. Recipients who defraud MEP are open to criminal and/or civil legal action, pursuant to the *Act*.
 - h. providing MEP with a copy of all new Orders within two business days of the Order being signed.

13. Recipients are not permitted to contact or pursue third parties involved in making support payments to MEP, such as the Payor’s employer. The first time this occurs, the EO will forward a warning letter to the Recipient. The second time this occurs, the DME may withdraw enforcement on the file pursuant to the *Act*.

Entitlement to Ledger Reviews

14. MEP users are entitled to have their ledger reviewed by MEP if either party believes that there could be an error on the MEPS Ledger.

15. Ledger reviews are done if either party disagrees with the amount shown on MEPS. If either party informs MEP that they disagree with the amount shown on the Ledger, the EO assigned to the file will ask the complainant to make their request for a review in writing.

16. If a user requests more than one review in a six (6) month period, the EO assigned to the file will consult with the DME to determine whether the review is necessary, as this information is already available on the MEP website.

17. The DME will make the determination of whether the Ledger Review is necessary within 10 business days of receiving the request. The DME will notify the user in writing of whether MEP will conduct a Ledger Review. If MEP declines to

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conduct a Ledger Review, the DME will notify the user in writing of the reasons for the denial.

18. MEP will conduct a Ledger Review within (7) business days of the request by:
- a) retrieving all the Orders from the case file.
 - b) reviewing the Order to find the amount of support required, commencement date for support, and any other payments that might be awarded such as special expenses.
 - c) determining the amount of support that is due, printing off the Payor’s Ledger, and adding the payments received from the Payor. The difference between these two figures will give the arrears amount or the credit balance.
 - d) paying careful attention to file notes, as parties might have agreed to forgive some arrears, or payments might have been made directly to the Recipient.

AUTHORITIES AND REFERENCES

19. *Maintenance Enforcement Act*, RSPEI 1988, Cap. M-1

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602. SPECIAL AND EXTRAORDINARY EXPENSES

POLICY OBJECTIVE

1. MEP’s enforcement obligations for enrolled Orders include the collection and disbursement of special expenses (also known as “Section 7 Expenses”). The efficient collection and disbursement of special expenses is important for Island families.
2. Special expenses are one of the most contentious parts of Orders and are often the subject of dispute between users. MEP is confined by the authority under the Order and cannot make decisions based on competing evidence. It is important to public confidence in the administration of MEP that collection of these expenses is consistent.
3. If parties disagree about the interpretation of a special expense, the enforceability of the special expense will be at the discretion of the DME.
4. Any decision by MEP to decline to enforce a special expense is not a statement that a party is not entitled to the expense, but that MEP is unable to enforce the expense.
5. Nothing in this policy excludes an EO from accepting receipts outside of the suggested timelines in this policy, so long as the EO is exercising their discretion reasonably and notes are placed on MEPS with reasons.
6. This Policy sets out best practice guidelines and timelines for the processing of special expenses, and outlines the expectations of users when submitting information relating to expenses to allow for appropriate and timely processing.

PROVISIONS

7. Section 7 of the *Federal Child Support Guidelines* (“the *Guidelines*”) allows the Court to order parties to contribute to childcare, health care, education, extra-curricular expenses, and specific other expenses related to the needs of a child.
8. Special expenses may be in either of two categories:
 - a. An obligation to pay a fixed amount of a special expense (e.g. \$200 per month for childcare);
 - b. An obligation to pay a certain percentage of an out-of-pocket special expenses (e.g. 70% of childcare expenses).
9. Parties are not required to submit receipts for fixed expenses (e.g. \$200 per month for childcare).

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10. Where an Order/Agreement only specifies “special expenses” or “extraordinary expenses,” MEP will rely on the definition of those terms from the Federal Child Support Guidelines and determine the Order/Agreement refers to the following types of expenses which will be enforced in accordance with this policy:
 - a. child care expenses incurred as a result of the custodial parent’s employment, illness, disability or education or training for employment;
 - b. that portion of the medical and dental insurance premiums attributable to the child;
 - c. health-related expenses that exceed insurance reimbursement by at least \$100 annually for orthodontic treatment, professional counselling provided by a psychologist, social worker, psychiatrist or any other person, physiotherapy, occupational therapy, speech therapy and prescription drugs, hearing aids, glasses and contact lenses;
 - d. extraordinary expenses for primary or secondary school education or for any other educational programs that meet the child’s particular needs; and
 - e. expenses for post-secondary education

11. If an Order states that the parties must “agree to special expenses”, absent a clear written agreement between the parties in accordance with this policy, MEP is unable to collect and enforce on expenses.

12. If an Order requires thresholds for the eligibility of an expense claim (e.g., expenses that exceed more than \$100 a year over insurance coverage), it is the responsibility of the party claiming the expense to provide documentation to MEP demonstrating the threshold is met for each claim – MEP will not maintain a separate ledger for these expenses.

Eligibility of certain types of special expenses for enforcement by MEP

Childcare expenses

13. MEP will not enforce childcare expenses incurred for children 13 years of age or older, unless an Order specifies otherwise.

14. Receipts submitted for day care providers or summer care programs that run during the parent’s working hours, educational hours or critical illness hours will be considered child care expenses (not extraordinary or extracurricular expenses), unless an Order indicates otherwise.

15. MEP will consider specialized training camps (ie, hockey training camps, gymnastics trainings camps, etc) extraordinary expenses (not childcare) expenses, and unless an order indicates otherwise and must be specified in the Order or special expenses agreement.

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16. Camps or activities that run overnight will be considered extraordinary or extracurricular expenses (not childcare expenses), unless an Order indicates otherwise and must be specified in the Order or special expenses agreement.
17. Where an Order which includes eligible child care expenses does not specify a specialized training camp, if one parent wishes a child to attend at a specialized camp or overnight activity who would otherwise be attending for the period of the camp at an eligible child care provider, MEP will enforce the lesser of the amount of camp or the approved child care provider.
18. Expenses for babysitting (i.e., not for childcare services provided during the parent’s working hours, but for babysitting for social events, etc.) are difficult for MEP to substantiate. Unless an Order specifically indicates that babysitting services for non-employment, non-education, or non-critical illness related activities are eligible special expenses, MEP will not accept receipts for babysitting services unless an eligible Special Expenses Agreement is completed by the parties specifying babysitting.
19. If there is a dispute between parties about the non-enforcement of childcare or babysitting expenses, they will be referred to a [Child Support Guidelines Officer](#) or their lawyer.

Insurance premiums

20. If an Order refers to insurance premium expenses that are “attributable to the child,” MEP will require official confirmation from the insurance provider as to the portion of the premium that is attributed to the child. If MEP doesn’t receive confirmation, MEP will not enforce the expense.

Health-related expenses

21. If an Order only specifies “healthcare-related expenses” or “healthcare-related expenses including [...]” MEP will rely on Section 7(c) of the *Guidelines* and determine that the Order refers to the following health-related expenses (in addition to any other health-related expenses that may be specified in in the Order):

“...orthodontic treatment, professional counselling provided by a psychologist, social worker, psychiatrist or any other person, physiotherapy, occupational therapy, speech therapy and prescription drugs, hearing aids, glasses and contact lenses”.
22. MEP will not enforce dental expenses unless the Order specifies dental expenses. Section 7(1)(c) of the *Guidelines* does not list dental expenses as a health-related expense.

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Education expenses

23. For Orders that specify secondary or post-secondary education expenses as special expenses, MEP will only enforce the following expenses (unless the Order clearly provides for other related expenses such as residence costs, travel costs, school supplies purchased, back-to-school clothes, etc.):
 - a. tuition/registration costs,
 - b. mandatory institutional, school or program fees,
 - c. tutoring costs for education-related subjects; and
 - d. textbooks
24. Unless an Order specifically indicates that special expenses are payable for multiple degrees, MEP will only enforce special expenses relating to post-secondary education for the child’s first degree or diploma.
25. Where an Order only specifies that a parent’s portion of special expenses shall be calculated following a “reasonable contribution” without setting a fixed amount of contribution from the Child towards expenses, MEP will deem that the child’s contribution is one-third of the expense.

Extracurricular expenses

26. MEP cannot enforce provisions in an Order that merely state that the parties shall share “extracurricular expenses”, without specifying the particular extracurricular expenses the parties will share (e.g. “soccer”, “dance lessons”, “piano lessons”, etc.), because of the ambiguity of such provisions.
27. Where an Order does not specify expenses, the parties will be referred to the Child Support Services Office and the Special Expenses Agreement sections of this policy.
28. For specified extracurricular activities (e.g. “soccer”, “piano lessons”, etc.) MEP will only enforce expenses for enrolment (i.e., registration, cost per lesson, etc.), unless the Order clearly provides for other related expenses (e.g. equipment, travel costs, etc.).

Gas expenses

29. If users are entitled to reimbursement for gas associated with special expenses (e.g. off-Island hockey tournaments), unless otherwise specified in the Order, MEP will use the following formula to determine the amount of the reimbursement:
 $10L/100KM (0.1L) \times (\text{number of KMs traveled}) \times (\text{Weekly Gas Price set by IRAC during week of Travel})$
 Weekly petroleum prices are available on the Island Regulatory and Appeals Commission (IRAC) website at:
<http://www.iraac.pe.ca/document.aspx?file=petrol/currentprices.asp>, and historic

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prices are available at <http://www.irac.pe.ca/infocentre/documents/PriceSettings-Historic.asp>.

30. Users requesting reimbursement for gas expenses must submit **Form 602B – Gas Mileage Sheet for Special Expenses**, which indicates the reason and date(s) of travel, as well as the total distance traveled.

Special Expenses Agreements

31. In particular circumstances, parties may wish to agree on particular special expenses and to have MEP enforce that agreement in accordance with the *Children’s Law Act*. Where the parties enter into Special Expenses Agreements in accordance with this policy and the *Children’s Law Act*, MEP will enforce the agreed upon expenses.
32. From time to time, Orders or Agreements may reflect that parties must contribute to special expenses “as agreed upon” between the parties, without specifying specific expenses. As MEP cannot facilitate or adjudicate agreements between parties, MEP will only enforce agreed upon expenses that are confirmed in a Special Expenses Agreement in accordance with this policy.
33. The purpose of **FORM 602A - Special Expenses Agreement**, for eligible matters, is to set out the specific terms of the special expenses the parties agree to pay. In circumstances set out in this policy, where in the absence of documentation confirming the agreement, the special expenses would not be enforceable by MEP. This includes confirming, in writing, specific types of expenses and activities, whether the parties want to:
 - a) agree to a fixed amount per month for some expenses;
 - b) agree to an annual cap or total amount payable per calendar year; and/or
 - c) agree to submit receipts for incurred expenses.
34. Eligible parties who wish to consider entering into a Special Expenses Agreement will be referred to the Child Support Services Office for assistance with preparing the agreement.
35. If parties cannot agree on special expenses and are unable to complete the Special Expenses Agreement, MEP is unable to facilitate agreements between parties and the parties will be provided information by the Child Support Services Office about the court process or referred to their counsel.
36. The following are five circumstances in which MEP will enforce a Special Expenses Agreement in the form approved by this policy:
 - a. The parties have an Order that indicates that if the parties wish to enter into a Special Expenses Agreement, the Special Expenses Agreement will form part of the Order.

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- b. The parties have a legal Agreement (e.g. Separation Agreement, Parental Agreement) that references special expenses, and the parties wish to enter into a Special Expenses Agreement to make changes to, clarify, remove, or add special expenses to the legal Agreement.
- c. The parties do not have an Order or legal Agreement that references special expenses and they wish to enter into a Special Expenses Agreement. This includes circumstances where the parties have an Order or legal Agreement but it is silent on special expenses.
- d. The parties have an Order or legal agreement that references “special expenses as agreed upon by the parties.”
- e. The parties currently have a Special Expenses Agreement, and they want to enter into a new Special Expenses Agreement that will replace their current one.

37. Where a matter is not eligible for a Special Expenses Agreement, the parties will be referred to the Child Support Services Office for information and assistance on seeking a variation to their existing order to permit a Special Expenses Agreement.

38. All Special Expenses Agreements will be filed with the Court in accordance with the requirements of *Children’s Law Act*.

39. Parties are entitled to seek independent legal advice prior to entering into a Special Expenses Agreement.

40. MEP will still engage in an eligibility review to determine whether the Special Expenses Agreement is enforceable by MEP. For example, MEP is unable to make payments to third parties and parties cannot require MEP to do so through a Special Expenses Agreement.

Effective date of the Special Expenses Agreement

41. The Special Expenses Agreement will be enforced by MEP as of the effective date of the Agreement. The effective date is the date that the last party signs the Agreement, unless the parties agree in writing to a different effective date.

42. MEP will not enforce special expenses incurred before the effective date of the Special Expenses Agreement, unless the parties specify otherwise in writing.

Calculating special expenses in a Special Expenses Agreement

43. Unless the parties agree otherwise or where parties agree to fixed amounts, MEP will enforce Special Expenses Agreements based on the proportionate incomes of the parties

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used to calculate their special expenses obligations or child support in their Order or Agreement (or as otherwise specified in their order).

44. If the existing Order/Agreement does not specify both parties' incomes and if the special expenses will be shared proportionately, the parties Special Expenses Agreement must include the parties' income information so that MEP can confirm the parties' proportionate shares.
45. When the parties agree in their Special Expenses Agreement to an annual cap on expenses based on a total amount payable within a year, MEP will enforce expenses up to that cap and all caps will be determined as within a calendar year unless otherwise specified in the Agreement.
46. Unless otherwise specified in the agreement, where both parties are submitting receipts for eligible expenses, expense caps that do not specify which party the cap applies to will generally be split proportionately between the parties.
47. The DME may exercise discretion in the apportioning of the cap between the parties based on the review of the circumstances of the file including history of receipt submission to ensure the ability of the program to engage in timely processing of special expenses and appropriate enforcement of the cap.

New Order or Agreement that changes terms of existing Special Expenses Agreement

48. If MEP receives a new support Order or Agreement (including a new Special Expenses Agreement) that changes the terms of an existing Special Expenses Agreement, the existing Special Expenses Agreement will become void effective on the date of the new order or agreement.

Terminating a Special Expenses Agreement

49. A Special Expenses Agreement is a binding agreement that will be filed with the court in accordance with the *Children's Law Act*. A party cannot unilaterally terminate it.
50. There are two ways a Special Expenses Agreement can be terminated:
 - a. The parties can agree to terminate it by signing the **Termination of Special Expenses Agreement form (Form 602B)**;
 - b. If the court makes an order that effectively terminates the Special Expenses Agreement.

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51. Either party may submit receipts for special expenses incurred before the effective termination date of the Special Expenses Agreement within 30 days of the termination date, subject to EO discretion.

Making changes to Special Expenses Agreements

52. From time to time, users may wish to terminate, vary, and re-enter Special Expenses Agreements. Users who continually request to change and re-register agreements create an administrative burden on MEP staff that diverts resources from enforcement activities.

53. If parties have varied a Special Expenses Agreement or terminated and re-registered a new Special Expenses Agreement with MEP more than twice (2) in a calendar year, the DME may decline to register the agreement, subject to the discretion of the assigned EO. In the event the DME declines to enroll a file under this section, written reasons will be provided to the parties within 10 days of the decision.

Submitting Receipts to MEP for Special Expenses

54. Each party who has paid for an eligible special expense will complete **FORM 602A – Special Expenses Form**. On this form, users will set out the expenses they are submitting and attach receipts substantiating these expenses. Failure to provide an accurate Special Expenses Form may result in MEP determining that certain special expenses are ineligible.

55. A receipt is a document that provides proof that something was paid for, including the dollar amount that was paid and what the purchase was for (e.g. ringette registration).

56. The party who has paid the expense is responsible for submitting the receipt for processing.

57. Users are responsible for providing clear copies or scans of all receipts to MEP. MEP staff are not responsible for making copies or scans of receipts for users.

58. From time to time, users submit receipts to MEP that contain multiple items, not all of which are being claimed as special expenses. In such cases, users are responsible for highlighting the items on the receipt that are claimable special expenses and for noting on the Special Expenses Form the amounts claimed for those items, including the cost and any applicable taxes. MEP does not audit or review receipts to determine which items may be eligible as a special expense. The responsibility for claiming a specific expense is on

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the party making the claim. Failure to highlight and properly identify items may result in the expense request being declined.

59. Only receipts in the name of the user claiming the expense will be accepted by MEP, except with DME approval.
60. MEP is not responsible for collecting payments from outside parties such as vendors and does not pay them directly.
61. The submission and calculation of receipts relating to special expenses is a time-intensive process. To ensure an accurate and proper accounting of special expenses, MEP staff require that receipts are submitted not more than once a month.
62. To maximize the Payor’s ability to pay calculated special expenses, receipts must be submitted within 60 days of the receipt date, unless approved by the DME.
63. Receipts for all expenses listed on the Special Expenses Form must be attached to the form in the order that the expenses are listed on the form.
64. MEP will process all receipts within 10 business days of MEP receiving the receipts.
65. After a party submits a Special Expenses Form and receipts to MEP, MEP will provide a copy of the completed form and receipts to the other party, so that the other party receives proper notice and documentation about special expenses being claimed.

Payments to third parties - not enforceable by MEP

66. MEP is unable to process or enforce financial transactions with third parties. For example, if an Order states that payments for a special expenses must be paid directly to a third party (e.g. daycare center or hockey association), MEP is unable to enforce those expenses.

Cap on Special Expenses

67. Sometimes an Order specifies a maximum amount of money that a parent will be required to pay toward special expenses or a particular expense (also known as a ‘cap’).
68. For MEP to enforce a cap on special expenses, the Order must be clear as to:
 - a. the time period the cap applies to (e.g. monthly, annually, etc.);
 - b. whether the cap is only for the Payor’s share of expenses or for the total amount of expenses; and

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- c. in cases where there are multiple children, whether the cap is per child or for all the children in the Order.
69. If there is an annual cap in the Order, MEP will interpret this to refer to a cap per calendar year (i.e. January 1 to December 31), unless the Order specifies otherwise.
70. Unless otherwise specified in the Order, where both parties are submitting receipts for eligible expenses, expense caps that do not specify the party to which the cap applies will generally be split proportionately between the parties.
71. The DME may exercise discretion in the apportioning of the cap between the parties based on the review of the circumstances of the file including history of receipt submission to ensure the ability of the program to engage in timely processing of special expenses and appropriate enforcement of the cap.

Special expenses arrears upon enrollment with MEP

- 72. MEP will enforce special expenses arrears accrued prior to enrolment in MEP in accordance with **Policy 502 – Determining Eligibility**.

Exercises of Discretion Outside of this Policy

- 73. From time to time, an EO may decide to accept a receipt in a manner not explicitly approved in this Policy or that is outside the guidelines in this Policy.
- 74. If the EO wishes to make such a discretionary decision, the matter will be reviewed by the DME for approval. The decision will be document in the MEP file.

FORMS

- 75. Special Expenses Form (Form 602A)
- 76. Gas Mileage Sheet for Special Expenses (Form 602B)
- 77. Special Expenses Agreement Form (602C)

AUTHORITIES AND REFERENCES

- 78. *Maintenance Enforcement Act*, RSPEI 1988, Cap. M-1
- 79. *Children’s Law Act*, RSPEI 1988, Cap C-6.1

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603. VOLUNTARY WITHDRAWAL FROM MEP

POLICY OBJECTIVE

1. Individuals with Orders can enroll in MEP for assistance with the collection and disbursement of support. Orders, at law, are required to be registered with MEP. However, subject to certain conditions, parties are able to withdraw Orders from MEP.
2. Requests for withdrawal from MEP can be sensitive because of conflict between the parties and because of the need to ensure legislative requirements that place conditions on withdrawal from MEP are followed.
3. This Policy sets out best practices and timelines to ensure that requests to withdraw from MEP are handled in compliance with legislation and that, in circumstances where the voluntariness of a request to withdraw may be questioned, appropriate steps are taken to confirm that the withdrawal is voluntary.

PROVISIONS

Withdrawal of Order Enrolled in MEP

4. Orders and Agreements may be withdrawn from MEP if:
 - a. The parties agree to the withdrawal, and they each submit **FORM 603 – Request to Withdraw from MEP** in accordance with sections 5 and 6, below; *or*
 - b. The Recipient submits **FORM 603 – Request to Withdraw from MEP**, MEP provides written notice to the Payor that the Recipient wishes to withdraw from MEP, and the Payor does not respond within 30 days of MEP sending the notice. If the Payor responds indicating that the Payor does not agree to the file being withdrawn, MEP will decline the Recipient’s request to withdraw the file, and MEP will continue to enforce the file.

If both parties agree to withdraw from MEP

5. Both parties must complete **FORM 603 – Request to Withdraw from MEP** and provide these to MEP.
6. Once MEP receives the Request to Withdraw from MEP Forms, the request will be processed:
 - a. On files where there are no ongoing enforcement activities - within 10 business days; *or*
 - b. On files where there are ongoing enforcement activities - within 20 business days.

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Continued Withdrawal and Re-Enrollment

7. From time to time, users who chose to withdraw from MEP may decide to request re-enrollment at a later date. Users who continually request to withdraw and re-enroll create an administrative burden on MEP staff that diverts resources from enforcement activities.
8. Once a file is withdrawn from MEP by the parties, it may not be re-enrolled for at least 90 days from the date of withdrawal, subject to DME discretion.
9. If parties have enrolled and withdrawn from MEP more than twice (2) in a calendar year, the DME may decline to enroll the file, subject to the discretion of the assigned EO. In the event the DME declines to enroll a file under this section, written reasons will be provided to the parties within 10 days of the decision.

Concerns regarding the Voluntariness of Withdrawal Request

10. All Request to Withdraw from MEP Forms (**FORM 603 – Request to Withdraw from MEP**) must be approved by the DME before the file is withdrawn.
11. In the event MEP receives a withdrawal request and MEP is concerned that there are circumstances that may call into question the voluntariness of the request, the DME may decline to withdraw the order and refer the parties to the Child Support Services Office to seek court direction.
12. Circumstances where there may be concerns regarding voluntariness include, but are not limited to indicators of domestic violence, controlling and coercive behavior, verbal abuse, intimidation, etc.

Notification of Parties

13. Within 10 business days of the processing of a Request to Withdraw from MEP Form, the DME will notify the parties of the effective date of the withdrawal and their right to opt back into MEP.

FORMS

14. Request to Withdraw from MEP (Form 603)

AUTHORITIES AND REFERENCES

15. *Maintenance Enforcement Act*, RSPEI 1988, Cap. M-1

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604. TERMINATING EVENTS

POLICY OBJECTIVE

1. MEP has a duty to enforce Orders that are enforceable and enrolled with the Program and to collect and disburse ongoing support to assist Island families until a terminating event occurs.
2. The determination of when an Order terminates is dependent on the language in the Order. From time to time, Orders are silent on when the obligation for support terminates.
3. Once a terminating event occurs which ends the obligation of the Payor to pay support, MEP has no authority to continue to collect and disburse support.
4. Child support is generally contemplated to be for the benefit of dependent children. For Orders without specific terminating events, MEP will rely on the guidelines for the determination of child support within provincial and federal legislation to deem terminating events and withdraw the Order from MEP.
5. This Policy sets out best practice guidelines for communicating with users relating to terminating events and potential withdrawal to provide them notice and the opportunity to provide further information or seek clarification from the Court.
6. **Note (ISO-IN and ISO-OUT cases):** In cases where only one party resides on PEI and the other party resides in another Canadian jurisdiction, and the Order was made outside of PEI, this Policy does not apply. In such cases, the legislation and policies of the jurisdiction where the Order was made will likely apply.

PROVISIONS

7. For Orders that direct the Payor to pay support for multiple children ('Global Support Orders'), unless otherwise specifically directed in the order, MEP will interpret a terminating event for one child as not impacting support availability for the remaining children.
8. The MEP may close a file if one of five (5) terminating events occur:
 - a. A terminating event specified in the Order has occurred;
 - b. A deemed terminating event has occurred as set out in this Policy and the parties have consented to withdrawing the file or not responded in the timelines set out in the Policy;

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- c. The DME has granted a request to withdraw a file from MEP;
- d. the Payor, Recipient or Child(ren) are deceased; or
- e. The DME is declining to enforce the Order.

Determining Terminating Events – Spousal Support Orders

- 9. Spousal support can only be terminated by Order (if there is no Order for spousal support).
- 10. In the event that the Order specifies that spousal support terminates, terminating events will be determined based on a review of the specific provisions in the Order.
- 11. If an Order does not contain a termination provision, MEP will enforce the support obligation indefinitely until the death of the Payor or Recipient unless a variation Order is received.

Determining Terminating Events – Child Support Orders

Terminating Event Specified in the Order

- 12. An Order may provide that Child Support terminates after a certain event or time period.
- 13. In the event that a support obligation is due at the beginning of the month and the Order terminates at some point in the same month, unless the parties agree otherwise, MEP will enforce collection of the entire support obligation to the Recipient for that month.
- 14. In the event that the Order specifies that child support terminates, terminating events will be determined based on a review of the specific provisions in the Order.

No Terminating Event Specified in the Order

- 15. In the event that the Order does not specify a terminating event, MEP will deem that terminating events are as follows:
 - a. A child turns 18 and is not enrolled in a full-time program of education;
 - b. A child marries or enters into a common law relationship; or
 - c. A child is deceased.
- 16. Where an Order does not specify that terminating events apply to special expenses, MEP will deem that special expenses terminate coincident to the terminating events specified in the order or in accordance with section 16 of this policy.

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Obligations of Recipients and/or Payors and MEP – Terminating Events

17. In the event that MEP deems that a terminating event occurred in accordance with this Policy, MEP may withdraw the Order from the program.
18. Withdrawal from MEP does not impact any legal obligation the parties may have to comply with their Order.
19. Upon a deemed terminating event, MEP will comply with the procedure in this Policy for providing written notice to parties of a terminating event.
20. Terminating events in Orders can have conditions attached that, if met, prevent the Order from terminating. It is the obligation of the Recipient to demonstrate that the condition to allow support to continue has been met.
21. Parties should advise MEP if they think that a terminating event will occur within the next four (4) months. Where possible, MEP staff will contact the parties in writing prior to a potential terminating event (e.g. four months before the child turns 18) to advise of the upcoming termination and to ask for substantiation of any conditions that may allow for support continuation. MEP will provide the parties with a Termination Package which includes:
 - a. A Letter from the EO;
 - b. **FORM 604A - Child Status Form**; and
 - c. For files with an arrears balance, **FORM 606 – Continued Arrears Collection Request Form**
22. Where terminating events occur without notice to MEP, upon notification of the potential terminating event, MEP will provide the Parties with the Termination Package.

Child Status Form

23. Parties must return the completed Child Status Form (Form 604A) to MEP no later than 15 business days after MEP provides the party with the form. The form will only be considered to be complete if it is accompanied by any required documentation (e.g. proof of registration in a post-secondary institution).
24. If the party fails to return to MEP their completed Child Status Form (Form 604A) within 15 business days, MEP will send the party a second Child Status Form. If the party fails to return their completed Child Status Form to MEP within 15 days of MEP providing the party with the second form, MEP may automatically withdraw the parties’ Order from MEP, effective the date of the first Child Status Form MEP sent to the party.

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Full-time Enrolment in Education

25. It is common for Orders to state that child support will terminate when a child turns 18 if the child is no longer enrolled in a full-time program of education. Also, if an Order is silent on when child support will end, MEP will deem that child support will end when a child turns 18 and is not enrolled in a full-time program of education.
26. Unless an Order states otherwise, on the basis of federal and provincial student loan qualification requirements, MEP will consider a child to be ‘enrolled in a full time program of education’ if the child is:
 - a. enrolled as a full-time secondary student (e.g. high school);
 - b. registered as a student in at least 60% of a full course load at university (minimum 3 courses per semester); or
 - c. receiving at least 20 hours of instruction per week at a public or private college.
27. A child is considered to be enrolled in a full-time program of education, including during the child’s normal summer and vacation breaks from school, if the above definition is met.
28. Whether or not the child received a passing grade in their course(s) is irrelevant to MEP’s determination of whether the child was enrolled ‘full-time’ for support purposes.
29. MEP considers the following circumstances proof of enrolment in post-secondary education for the purposes of continuing support. This is to reflect that some post-secondary institutions do not confirm enrollment over the summer months for programs commencing in September.
 - a. Confirmation from the post-secondary institution that an application has been received and the date that the institution can provide confirmation of enrollment; or
 - b. Confirmation of acceptance into a post-secondary institution and the date that the institution can provide confirmation of enrollment; *and*
 - c. Confirmation of enrollment from a post-secondary institution when it is available, which must be no later than 10 business days from the commencement of the classes/semester.
30. If the Recipient does not provide confirmation, per section 29 of this Policy, that the child will be returning to full-time education, the EO may, with DME approval, decline to take enforcement steps on the Order until such time as the Recipient provides confirmation (or until a deemed terminating event has occurred per section 15 of this Policy, whichever occurs first).

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31. During the period that MEP is declining to take enforcement steps while awaiting confirmation from the Recipient under section 28, the Payor’s support arrears will continue to accumulate.
32. If, within 10 business days from the commencement of the classes/semester, MEP receives confirmation from the Recipient per section 28(c) that the child has returned to full-time education, MEP will resume collecting and enforcing support, including the arrears that accumulated during the period when MEP temporarily ceased enforcement while waiting for confirmation of enrolment.
33. If MEP does not receive confirmation under section 28 from the Recipient within 10 business days from the commencement of the classes/semester, MEP will deem that a terminating event has occurred pursuant to section 15(a) of this Policy (“A child turns 18 and is not enrolled in a full-time program of education”), subject to the discretion of the DME. When this occurs, MEP will deem the terminating event to have occurred when MEP temporarily ceased enforcement action under section 29 (except by court Order). For example, if a child aged 18 graduates from high school in June 2020 and the Recipient indicates it is the child’s intention to attend full-time education starting September 4, 2020, but the Recipient does not provide proof of full-time enrolment within 10 business days of September 4, 2020, MEP will deem that a terminating event occurred in June 2020 and will not enforce any arrears that accumulated since July 2020.

Recipient to provide proof of child’s continued full-time enrolment in education

34. Users must notify MEP once per year of their child’s continued full-time enrollment in education by providing proof of enrollment from the educational institution as set out above. Additionally, the EO may request proof of a child’s full-time enrolment at an educational institution at any time.

If a child returns to full-time education after a terminating event has occurred

35. If a child over 18 years old returns to a full-time program of education after their entitlement to support has terminated, to resume collecting and enforcing support for that child, MEP requires either:
 - a. a new Order for child support for that child; or
 - b. an agreement in writing between the two parties that they wish the support to continue on the basis of the previous Order.
36. Without a new Order or agreement between the parties as set out above, MEP is unable to re-commence enforcement of a terminated Order.

Unforeseeable Events Resulting in Termination (Death)

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- 37. From time to time, events occur that terminate support obligations that cannot be anticipated. The events include the death of the Payor, Recipient, or Child.
- 38. Parties have an obligation to advise MEP of unforeseen terminating events as soon as is practicable. MEP has an obligation to handle death-related termination events with sensitivity.
- 39. If MEP staff become aware of a death-related termination event that impacts a MEP file, MEP staff will take steps to locate an official death notice (which includes a medical certificate of death, an official certificate of death, or an obituary from a licensed funeral home).
- 40. Upon the death of the Payor, MEP will administratively close the file unless:
 - a. The Order specifies that support continues to be payable by another individual; or
 - b. The Order specifies the support is payable by the Estate; and
 - c. The program is provided the contact information for Executor or Administrator of the Payor’s estate and Letters of Administration have been completed for the estate.
- 41. Where MEP administratively closes a file in accordance section 41, the file may be re-opened upon further order of the Court in relation to the obligations of the estate.

Terminating Events – Global Support Orders (Orders with Multiple Children)

- 42. If a terminating event or deemed terminating event occurs (per sections 14 or 15 of this Policy) for one of multiple children in a support Order (referred to as a ‘Global Support Order’), MEP will ‘step-down’ the Global Support Order so that support going forward will be based on the *Federal Child Support Guidelines* table amount for the remaining dependent children.
- 43. The Payor’s income that MEP will use to determine the child support owed going forward will be the income used to determine child support in the most recent Order, unless the parties agree to use the Payor’s income according to the Payor’s most recent Notice of Assessment or Income Tax Return.
- 44. Before an EO completes the step-down process for an Order, DME approval is required.
- 45. If MEP steps down a Global Support Order, the EO will complete **Form 604B – Global Child Support Order – Adjusted Child Support Amount** that shows the new support amount that MEP is enforcing as a result of the step-down process, and provide this documentation to:

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- a. The parties;
- b. The [Recalculation Officer](#), if the Order that MEP stepped-down is eligible for recalculation by the Recalculation Office; and
- c. The reciprocal jurisdiction (RJ), if applicable

Determination by MEP to Continue Support Enforcement

- 46. If MEP determines that support is continuing under an Order that was potentially subject to a terminating event that was not substantiated, the DME will notify the parties in writing within seven business days of the determination of the continuation, including confirmation of what event was determined to have occurred.
- 47. To ensure parties are notified in a timely fashion about MEP’s determination to continue support enforcement, the assigned EO, at the direction of the DME may, advise the users of this determination by phone or email (without stating the reason for the continuation of support) and that the letter or email from the DME with reasons is forthcoming.

Child(ren) in the care of Child Protection Services

- 48. If MEP receives information from Child Protection Services (“CPS”), or if both parties agree, that the dependent child(ren) in an Order/Agreement are now in the lawful custody of CPS or someone other than the Recipient (including the Alternative Care Program-ACP), MEP will, until it receives confirmation from CPS or both parties that the child has been returned:
 - a. cease enforcing the Payor’s ongoing obligation to pay support for the child(ren) in care and mark the file inactive to stop arrears from accumulating;
 - b. Within seven business days of MEP’s determination to temporarily cease enforcement, the DME will send written confirmation of this to the parties; and
 - c. continue to enforce active support arrears (if any).
- 49. Upon confirmation from CPS, or from both parties, that the child has been returned to the Recipient’s care, MEP will recommence enforcement effective the date the child was returned to the Recipient’s care. MEP’s ledger will reflect that no arrears accumulated during the period when the child was in the care of CPS or any other lawful form of alternative care.

Disputing the Validity of Events

- 50. Parties may wish to dispute the validity of a terminating or continuation event under an Order. As MEP is bound to comply with the Order as drafted, in the event that occurs, MEP will refer the parties in writing to a [Child Support Guidelines Officer](#) and/or their

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lawyer to seek a Variation Order. For a spousal support Order, MEP will refer the parties to seek legal advice.

Retroactive Terminating Events

- 51. It is the responsibilities of the parties to advise their EOs of any terminating events.
- 52. From time to time, parties may not advise MEP of a terminating event, and/or MEP may not be aware of an anticipated terminating event. Or, MEP may inherit an Order where the deemed terminating event pre-dates this Policy.
- 53. If MEP discovers a terminating event after that event has actually occurred, support obligations under the Order will be terminated per this Policy effective as of the date that MEP is able to confirm the terminating event.
- 54. MEP will notify the parties that support amounts will be terminated (or stepped-down in the case of a Global Support Order) effective the date MEP was notified of the deemed terminating event.
- 55. However, if the parties agree in writing that the support should be adjusted retroactively to the date the terminating event occurred, MEP will make the retroactive adjustment.
- 56. Subject to section 32, if the parties do not agree to a retroactive adjustment of support, no retroactive adjustment will be made. In these circumstances, MEP will refer the parties to a [Child Support Guidelines Officer](#) or to their lawyer to request clarification of arrears and obligations for the disputed time period.
- 57. For Orders with multiple children, where a terminating event occurs or is deemed for one child and the Order cannot be recalculated per section 39, parties will be given four months from the date of the notice of the terminating event that the Order may be withdrawn unless a further Order is received.
- 58. Parties who dispute the validity of the support collected prior to the deemed terminating event will be referred to a [Child Support Guidelines Officer](#) or a lawyer.

Terminated Orders – No Arrears

- 59. If an Order terminates and there are no arrears on the file, the file will be withdrawn from MEP. Within seven business days of the withdrawal, the DME will send written confirmation to the parties that the file has been withdrawn.

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Terminated Orders – With Arrears

60. If an Order terminates and there are arrears on the file, the file status in MEP will be changed to ‘Active Arrears only’. Within seven business days of the status change, the DME will send written confirmation to the parties that the file status has changed and, if the Recipient has not completed the required Continued Arrears Collection Request Form, MEP will request the form be completed (see **Policy 606 - Arrears Collection and Overpayments**).

FORMS

- 61. Child Status Form (Form 604A)
- 62. Global Child Support Order – Adjusted Child Support Amount (Form 604B)

AUTHORITIES AND REFERENCES

- 63. *Maintenance Enforcement Act*, RSPEI 1988, Cap. M-1

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605. DIRECT PAYMENTS TO RECIPIENTS

POLICY OBJECTIVE

1. The ability of MEP to accurately and efficiently collect and disburse support to Island families is based upon the ability to accurately account for the payments and disbursements of support under the Order.
2. When a Payor enrolled in MEP makes payments directly to the Recipient (a ‘Direct Payment’), MEP’s Ledger (statement of account) becomes inaccurate, as the Direct Payment does not get accounted for in MEPS.
3. Direct Payments lead to a significant diversion of MEP resources, as corrections to Ledgers are administratively burdensome. In addition, if MEP is not advised of the payments, enforcement activities may be initiated on the basis of incorrect information.
4. Also, sometimes users may disagree as to whether Direct Payments between them were contributions towards support or for something else (e.g. a gift). MEP cannot make determinations when there is dispute about a payment made outside of MEP.
5. This Policy sets out circumstances and best practices for the withdrawal of Orders of Users who engage in continued Direct Payment despite enrollment in MEP.

PROVISIONS

6. MEP users are required by law to pay and accept their support payments through MEP.
7. If a Direct Payment is made, the Payor must immediately notify their EO of the amount of the Direct Payment and complete and provide to MEP **FORM 605 – Acknowledgement of Direct Payment Form** within 10 business days of the payment. The Form must be accompanied by documentation that substantiates the payment (e.g., cleared cheque, e-transfer acknowledgment, etc.).
8. Upon receipt of Form 605 from the Payor, the EO will contact the Recipient to confirm the details of the Direct Payment. Before the EO will account for the Direct Payment in MEPS, the EO will need written confirmation from the Recipient that the payment was made, the date the payment was made, and the amount of the payment.

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If more than two Direct Payments are made

9. The Payor is only permitted to complete two (2) Acknowledgement of Direct Payment Forms (Form 605) while their file is registered with MEP. MEP will only account for a maximum of two (2) direct payments on the parties' Ledger, and after MEP has processed the second Form 605 on a file, MEP will not account for any further direct payments on the Ledger.
10. Further, if both parties acknowledge making further direct payments (after the first two for which Forms were submitted to MEP and after MEP provided notice that direct payments are not permissible), the DME may decline to enforce the Order and withdraw the file from MEP.
11. To ensure that MEP users have the opportunity to be well-informed about MEP's Policy that no more than two (2) direct payments will be counted on their MEPS ledger, and that if more than two (2) direct payments are made the DME may withdraw the file from MEP, MEP will:
 - a. Provide information to MEP users about this Policy in the Welcome Package that users receive when they first register with MEP;
 - b. After MEP receives the first Form 605 on a file, the EO will contact both users by telephone, email, or letter to remind them of this Policy (and the EO will document this contact in MEPS); and
 - c. After MEP receives the second Form 605 on a file, MEP will contact both parties in writing with a final warning that if MEP is advised of any further direct payments will not be counted on the MEPS ledger and the DME may decline to enforce the Order and may withdraw the file from MEP.
12. Users will be advised that if a file is withdrawn for direct payment issues, no further action will be taken by MEP to collect any outstanding arrears.
13. If there is a decision to withdraw the file for direct payment, the DME will notify the users in writing within seven business days of the decision.
14. Users may not re-enroll with MEP for 90 days if their file is withdrawn for direct payment issues.

FORMS

15. Acknowledgement of Direct Payment Form (Form 605)

AUTHORITIES AND REFERENCES

16. *Maintenance Enforcement Act*, RSPEI 1988, Cap. M-1

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606. ARREARS COLLECTION & OVERPAYMENTS

POLICY OBJECTIVE

1. MEP is a service available to assist in the collection and disbursement of ongoing support obligations under Orders. In the event arrears accrue on MEP files, the Order may not address the repayment of arrears.
2. The collection of arrears, in addition to the ongoing monthly support payment, can cause financial hardship for a Payor. In addition, where circumstances change relating to a support payment (i.e., a variation) that results in a Recipient being overpaid for support, the application of the credit toward repayment of the overpayment can result on hardship for the Recipient.
3. The repayment of arrears or overpayments is a priority for MEP.
4. Also, circumstances can arise where arrears remain on files where the obligation to pay support has terminated (for example, when a child is no longer considered dependent).
5. The collection and disbursement of ongoing support for dependent children and currently entitled spouses is a priority of MEP.
6. To ensure MEP resources are most efficiently allocated, MEP requires ongoing confirmation from Recipients that they want MEP to continue taking enforcement steps on files where support obligations have ceased.
7. This Policy sets the best practice guidelines for arrears repayment and overpayment recollection in a manner that is consistent for both the Payor with arrears and the Recipient with a repayment obligation. It also sets out the obligations of Recipients in requesting continued enforcement to collect arrears under a terminated Order to ensure the most efficient allocation of resources.

PROVISIONS

Payment of Arrears, generally (where the Payor owes ongoing support)

8. If the Payor owes ongoing monthly support *and* support arrears, MEP will require that in addition to paying the ongoing monthly obligation, the Payor must pay an additional 25% of their monthly ongoing support amount, except if:

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- a. the parties’ Order indicates otherwise;
 - b. the parties indicate otherwise in a written statement to MEP (email or letter); or
 - c. in circumstances deemed exceptional by the DME.
9. Additionally, a federal interception will be placed on the Payor’s file, and any funds intercepted will be applied to the outstanding arrears, if:
- a. the Payor has arrears outstanding that are subject to enforcement (the Payor becomes subject to enforcement if they have not paid their full support amount within the month it is due); *or*
 - b. the Payor requests for a federal interception to be placed on their file.

Repayment of Overpayments made to the Recipient

10. If an adjustment of any kind results in the ledger reflecting an overpayment to the Recipient, the credit for the overpayment will be applied based on a 100% reduction of the support obligation until the overpayment is fully credited, unless:
- a. the parties’ Order/Agreement indicates otherwise: or
 - b. both parties agree in writing on what the percentage reduction shall be until the credit is exhausted.

Continued Arrears Collection following Termination of Ongoing Support

11. Following a terminating event (see **Policy 604 – Terminating Events**), if an outstanding arrears balance remains on the file, the Recipient must complete **FORM 606 – Continued Arrears Collection Request Form** for MEP to continue enforcement activities to collect arrears.
12. The Recipient shall complete and submit the Form within 15 business days of receiving a letter from the DME confirming the termination of support obligations in order to confirm that they wish MEP to continue to enforce the collection of arrears.

Non-response by Recipient

13. If the Recipient does not respond or provide the Form within the above timeline, a notice of upcoming withdrawal will be sent to the Recipient indicating that if the Recipient does not complete **FORM 606 – Continued Arrears Collection Request Form** within 90 days of the date of the Notice the file will be closed by MEP.
14. If the Recipient does not respond to the Notice of Upcoming Withdrawal within 90 days of the notice, MEP will move the file to “Inactive”.

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15. If, within 12 months following the date the file is moved to Inactive no contact is had with the Recipient, the file will be closed and withdrawn from MEP. MEP will inform the parties in writing of the withdrawal of the file from MEP.

If Recipient requests continued collection of support arrears

16. If the Recipient does respond requesting that MEP continue to enforce the arrears, MEP will enforce the arrears as follows, until the arrears are paid in full, unless an Order indicates otherwise, or in circumstances deemed exceptional by the DME:

- a. The Payor will be required to pay the monthly support amount indicated in the Payor’s most recent Order; or
- b. If the Payor has experienced a material change of circumstances, the Payor may submit to MEP their Notice of Assessment for the most recent tax year, and the Payor will be required to pay the monthly Table amount pursuant to the *Child Support Guidelines*; or
- c. The parties may agree in writing for MEP to enforce a specific monthly amount different from the Table amount.

17. Additionally, a federal interception will be placed on the Payor’s file, and any funds intercepted will be applied to the outstanding arrears, if:

- a. the Payor has arrears outstanding that are subject to enforcement (the Payor becomes subject to enforcement if they have not paid their full support amount within the month it is due); *or*
- b. if the Payor requests for a federal interception to be placed on their file.

File Closing/Re-Opening

18. If a file is closed by MEP because of non-response from the Recipient within the timelines of this Policy, the Ledger will be cleared on MEPS.

19. If Recipient wishes to re-open the arrears file with MEP for collection following closure of the file, MEP will determine the eligibility of the file per **Policy 502 –Determining Eligibility of Orders**.

FORMS

20. Continued Arrears Collection Request Form (Form 606)

AUTHORITIES AND REFERENCES

21. *Maintenance Enforcement Act*, RSPEI 1988, Cap. M-1

Section 700: ENFORCEMENT

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701. ENFORCEMENT ACTIVITIES

POLICY OBJECTIVE

1. The timely collection and disbursement of support obligations under Orders for Island families is the paramount function of MEP.
2. MEP allows parties with Orders with support payment obligations to avail of a free service that uses enforcement activities that increase the likelihood of collection. Further, MEP can serve as a neutral intermediary that reduces conflict between parties, as collection and disbursement occurs in a manner that limits interactions between parties.
3. Public confidence in the administration of MEP requires that MEP users are treated in a manner that is consistent, transparent, and accountable to individual circumstances.
4. The enforcement functions of MEP are set out under the *Act*. However, the determination of what enforcement actions are appropriate rests with the discretion of EOs and DME.
5. MEP’s decisions relating to enforcement activities are separate from any legal obligation a person may have to comply with their Order. MEP’s decision to take or not take enforcement steps does not have any bearing on the Payor’s requirement to comply with their Order.
6. This Policy sets out best practice guidelines and enforcement activities that are available to attempt to assist MEP to collect support obligations.

PROVISIONS

Determining that Payors are Subject to Enforcement

7. MEP’s priority in taking enforcement actions is to maximize the support collected and disbursed. To maximize the efficiency of MEP’s limited resources, MEP makes determinations on when to commence enforcement activities following a Payor becoming subject to enforcement.
8. MEP considers a Payor to be subject to enforcement where the Payor has not paid their full support obligation within 30 days of their monthly obligation being due. This is to permit EOs to prioritize enforcement activities on files where the full support amount is not received in a month or at all.

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Discretion in use of Enforcement Tools

9. The need to engage in enforcement activities is balanced by considerations of the practical implications of such activities on the ability of the Payor to reasonably make payments.
10. To ensure consistent and maximized use of enforcement activities, MEP relies on the availability of all of the enforcement tools available and best-practice guidelines for the consideration of enforcement steps.
11. Discretion in applying various enforcement tools remains with the EOs and DME; however, exercises of discretion must be based on evidence and properly documented with reasons on MEPS.
12. Some of the enforcement mechanisms available to MEP involve other departments or agencies or other levels of government, and MEP is subject to their operational demands and the law. This may affect enforcement timelines.
13. Payors deemed to be subject to enforcement may be subject to all enforcement tools available to MEP under the law. They may be subject to some enforcement actions without any notice from their EO. Payors should assume that, in the event that they are subject to enforcement, enforcement tools will be used.
14. Enforcement tools available to MEP must be considered in conjunction with the ability of MEP to locate the Payor per **Policy 704 – Locating Non-Compliant Payors**.
15. The enforcement tools available to MEP are as follows:
 - a. If the Payor is subject to enforcement, the EO will attempt to contact the Payor, by making a **Collection Call and/or Collection Email**. The EO may also send a default notice (by email or regular mail) to the Payor informing them that they are subject to enforcement.
 - b. If the Payor *does* respond to the default notice or other attempt(s) at contact, but is unable to make immediate or satisfactory payment arrangements, the EO will start discussions with the Payor to determine what steps the Payor will take to address the arrears and ongoing support obligations, and to determine what, if any, further enforcement steps may be required. Satisfactory payment arrangements between MEP and the Payor may include, for example, that the Payor will agree for MEP to garnish the Payor’s wages.

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- c. If the Payor does not respond to the default notice or collection call(s) from MEP, or does not enter into payment arrangements to the satisfaction of the EO, the EO will take enforcement actions available at law to garnish the support that the Payor owes, and may do so without further notice to the Payor. These actions may include, but are not limited to:
 - i. Issuing a **Payment Order** to the Payor’s employer (to garnish the Payor’s wages);
 - ii. **Information demands/tracing** - Demanding that a person or public body provide information to MEP for the purpose of enforcing the Order; and
 - iii. **Garnishing the Payor’s bank account.**

- d. The Maintenance Enforcement Program is unable to garnish financial assistance provided to a Payor by the Social Assistance Program, or assured income or other supports provided through the Accessibility Supports Program. However, being in receipt of financial support from either of these sources does not relieve a Payor of their child support obligations. Failure to meet support obligations or take steps to vary an order will result in continued accrual of arrears on a Payor’s file and continued enforcement by the MEP.

- e. **Afederal interception** will be placed on the Payor’s file, and any funds intercepted will be applied to the outstanding arrears, if:
 - i. the Payor has arrears outstanding that are subject to enforcement ; or
 - ii. if the Payor requests that a federal interception to be placed on their file.

- f. The Payor’s **Order will be registered against the land of the Payor** as an enforceable charge against the Payor’s property in accordance with section 10 of the *Act*:
 - i. if the Payor has not made their full support payment obligation for three (3) months; or
 - ii. if the Payor has an arrears balance of \$5,000 or more.

- g. If the Payor has failed to make full payments for three (3) months, MEP may:
 - i. per Federal legislation, send notices and requests for **federal license denials (i.e., suspension of the Payor’s passport, or marine and aviation licenses, etc.)**; and
 - ii. send a notice of **driver’s license suspension** to the Payor. Fourteen (14) days after the notice is sent to the Payor, the EO may, without further notice to the Payor, send a request to the Registrar of Motor Vehicles for driver’s license suspension.

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- h. MEP may start court proceedings to request a **judgment be registered against the Payor’s real property** in the amount of the Payor’s unpaid support, under the *Judgment and Execution Act*, RSPEI 1988, c J-2.
 - i. Where the arrears remain outstanding and the MEP is not satisfied with the efforts of the Payor to address outstanding support and other enforcement activities are not successful, MEP may require the Payor to attend a **Pre-Default Conference and/or a Default Hearing** to explain to the Court why they have defaulted on their Order.
16. If an EO unable to locate a Payor, they will comply with Policy 704 – Locating Non-Compliant Payors.

Status Updates to Recipient

- 17. It is important that EOs communicate with Recipients to advise them what steps are being taken to ensure the collection and disbursement of support obligations from non-compliant Payors. However, MEP provides a MEP Online Service that makes enforcement information available to the Recipient.
- 18. Persistent requests for information available on the MEP website by users detract from MEP’s ability to conduct enforcement activity. Therefore, Recipients should avail themselves of the MEP Online Service for information about payments made and enforcement activity before contacting their EO for such information.
- 19. Once all enforcement efforts have been exhausted, the EO will notify the Recipient of this. The EO will also update the Recipient every six months on the status of efforts to enforce the Payor’s support obligations.
- 20. The Recipient is encouraged to provide MEP with any new information they may have to assist with enforcement, as in some circumstances, Recipients have more access to information sources than MEP.

AUTHORITIES AND REFERENCES

- 21. *Maintenance Enforcement Act*, RSPEI 1988, Cap. M-1; and *Maintenance Enforcement Act Regulations*
- 22. *Judgment and Execution Act*, RSPEI 1988, c J-2

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702. PAYOR COMPLIANCE PLANS

POLICY OBJECTIVE

1. From time to time, circumstances may arise that impact the ability of a Payor to meet their monthly support obligations. These circumstances may result in a need to apply to request to vary an Order.
2. MEP is obligated to collect or, failing successful collection, to accrue arrears based on the current Order, regardless of the Payor’s current circumstances. However, MEP can exercise discretion to stay (pause) most or all enforcement activities for a period to allow the Payor to file a Court application to vary an Order, or to negotiate a new Agreement. In those circumstances, a plan to ensure the Payor is in as much compliance as possible needs to be made to ensure that support collected is maximized during that time.
3. To ensure public confidence in the administration of MEP, it is imperative that Payor Compliance Plans (PCP) are entered into:
 - a. on the basis of documentary information,
 - b. for a limited period of time, and
 - c. with the commitment by the Payor to maximize payment during the PCP period of the PCP.
4. The availability of [Child Support Guidelines Officers](#) greatly reduces the timelines for the processing of Variation Order requests, and MEP timelines under this Policy are designed in consideration of the availability of that resource.
5. This Policy sets out best practice guidelines and timelines for PCPs.

PROVISIONS

6. If a Payor indicates that they have had a material change in circumstances and will be seeking to change their Order, and requests MEP to stay (pause) most or all enforcement activities to permit the application, the EO may consider entering into a PCP with the Payor.
7. The determination of whether a PCP is appropriate will include consideration of whether the Court imputed the Payor’s income on the original Order due to intentional underemployment. PCPs will only be considered for a Payor with imputed income in circumstances that are clearly exceptional.

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Documentation Required

8. The Payor must provide documents that indicate, to the satisfaction of the DME, that there has been a change in circumstance. These may include:
 - a. Proof of the Payor’s current gross (before-tax) income, which may include:
 - i. A statement showing the Payor’s current EI earnings;
 - ii. Copies of the Payor’s most recent Notice of Assessment or Income Tax Return;
 - iii. The three (3) most recent paystubs of the Payor.
 - iv. A letter from the Department of Social Development and Housing indicating that the Payor is receiving Social Assistance, the amount being received, and the date the Payor began receiving it;
 - b. Record of Employment confirming that the Payor’s employment has ended.
 - c. Medical note confirming hospitalization or inability to work; and/or
 - d. Such further documents requested by the EO.

9. Within 10 business days of the receipt of documents under section 8, the EO will review the information and determine whether to recommend that the DME enter into a PCP.

10. If the DME determines that a PCP is not appropriate, the EO will provide notice in writing to the Payor that the PCP is declined.

11. If the DME determines that a PCP is appropriate, the EO will advise the Payor of the terms that the Payor must comply with for the duration of the PCP in order for MEP to stay (pause) most or all enforcement activities during the PCP.

12. The Payor is required to do the following when on a PCP:
 - a. Within 20 business days of the start of the PCP, file with the Court an application to vary the current Order or attempt to negotiate a new Agreement (if the Payor’s support obligation is pursuant to an Agreement);
 - b. Make the agreed-upon payments towards the support obligation based on the EO’s review of the Payor’s circumstances, and that amount shall not be zero unless the Payor’s income is less than \$13,000 per the *Federal Child Support Guidelines*, or in exceptional circumstances approved by the DME;
 - c. Report bi-weekly to their EO on the status of their compliance with the PCP.

13. The EO may also put discretionary conditions as appropriate to the Payor’s circumstances and information provided.

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14. The EO will complete **FORM 702A – Payor Compliance Plan**, which will set out the terms of the Plan.
15. The PCP is effective once the Payor signs the PCP. **In signing the PCP, the Payor acknowledges that arrears are still collecting on the file on the basis of the original Order and that unless the Order is varied and the arrears expunged following the expiration or removal of the PCP, enforcement activities on the full current arrears balance will resume.**
16. The PCP will expire after 90 days (subject to exceptions in section 18). During the period that the PCP is in place, most or all MEP enforcement activities will be stayed, subject to DME discretion.
17. The EO has discretion to terminate a PCP at any time if the Payor does not meet the obligations as outlined in the PCP.

Extension of the PCP

18. PCPs will only be extended in the following circumstances:
 - a. there is a delay in processing of the Payor’s file by the [Child Support Guidelines Officer](#) or by the Payor’s lawyer;
 - b. the variation application is subject to the ISO process; or
 - c. there is a delay in the Court variation process and the Payor is not responsible for the delay.

Notification to Recipient

19. If an EO enters into a PCP, the Recipient will be notified in writing within seven business days of the Payor signing the PCP. The Recipient shall be notified of the broad reasons for entering into the PCP and provided a copy of the signed PCP.

FORMS

20. Payor Compliance Plan (Form 702A)

AUTHORITIES AND REFERENCES

21. *Maintenance Enforcement Act*, RSPEI 1988, Cap. M-1

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703. PAYMENT PLANS (DEFAULT HEARING STAGE)

POLICY OBJECTIVE

1. MEP will initiate Court enforcement actions against defaulting Payors to collect and disburse outstanding support payments to Recipients when enforcement actions have been exhausted or are unsuccessful.
2. Court enforcement is a step taken to address the serious delinquency of Payors who are in non-compliance with support obligations. Serious delinquency in support obligations is detrimental to the well-being of Island families.
3. From time to time, Payors who have not responded to MEP may initiate contact as a result of a Notice of Default Hearing being served on them by MEP. Payors subject to a Default Hearing may communicate to MEP circumstances and information that indicate they have had a material change in circumstance or they may communicate willingness to make payment(s) on support obligations.
4. A file that has reached the scheduling of a Default Hearing is indicative of serious issues with compliance and, to ensure public confidence in the administration of MEP, judicial approval of a plan to address non-compliance is reasonable at this stage.
5. This Policy sets out best practice guidelines and requirements for Payors who wish to engage in a Payment Plan when a file has reached the Court enforcement stage.

PROVISIONS

Default Hearing

6. The *Act* provides that where a Payor defaults in the payment of support under an Order or fails to comply with a requirement of the DME (e.g., apply for a Variation Order), the DME may apply to the Court for a hearing of the matter.
7. Typically, a Default Hearing will only be scheduled if all other enforcement actions have been exhausted or if other enforcement actions are not available.

Notice of Default Hearing

8. The DME may issue a Notice of Default Hearing on a Payor.

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9. The Notice of Default Hearing requires the Payor to appear before a Judge to show why the Payor is not complying with the terms of the Order.
10. The DME will provide a current Ledger (statement of account) to the Court and the Payor.
11. The Notice of Default Hearing may include the option to meet with the DME and EO assigned to the file in advance of the Default Hearing date to determine why the Payor is in non-compliance.

Entering into a Payment Plan at the Default Hearing stage

12. If a Payor served with a Notice of Default Hearing wishes to make efforts to pay their arrears or to vary their Order, the Payor must meet with their EO and DME at least five (5) business days before the Default Hearing. At that time, the DME may complete **FORM 703A – Payment Plan (Default Hearing stage)** with the Payor.
13. The **Payment Plan (Default Hearing stage)** must be accompanied by **FORM 703B, - Current Financial Status Form**, and documentation substantiating the Payor’s financial situation. This documentation may include:
 - a. Proof (satisfactory to the EO) of the Payor’s current gross (before-tax) income level, which may include:
 - i. A statement showing the Payor’s current EI earnings;
 - ii. Copies of the Payor’s most recent Notice of Assessment or Income Tax Return;
 - iii. The three (3) most recent paystubs of the Payor.
 - b. A letter from the Department of Social Development and Housing indicating that the Payor is receiving Social Assistance, the amount being received, and the date the Payor began receiving it;
 - c. Record of Employment confirming that the Payor’s employment position has ended.
 - d. Medical note confirming hospitalization or inability to work; and/or
 - e. Such further documents requested by the EO.
14. It is the Payor’s responsibility to initiate contact with their EO and to work with their EO to provide appropriate information under this Policy. Payors who fail to provide the information requested will not be eligible to enter into a Payment Plan.

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If, upon meeting with the Payor and reviewing the documentation provided by the Payor, the DME determines that a Payment Plan is appropriate, the DME and the Payor will sign a Payment Plan (Default Hearing stage). Then, as soon as possible and at least four (4) days prior to the scheduled default hearing, the DME will submit the Payment Plan (Default Hearing stage) and supporting documentation to the Court for approval.

If the DME and the Court approves the Payment Plan

15. If the Court approves the Payment Plan (Default Hearing stage), the Default Hearing will be adjourned for 90 days (or to the nearest available court date on or about 90 days from the approval of the Plan).
16. If, before the adjourned Default Hearing date, the following occurs, the Default hearing may be dismissed or further adjourned (this may be subject to Court approval):
 - a. The Payor’s Order is varied, and the Payor files the new support Order with MEP;
 - b. Payor notifies the DME that they have filed a court application to vary their Order, and provides the DME with the Court File number of the variation proceeding; or
 - c. The Payor does not vary or apply to vary their existing Order, but the Payor is making complying with the terms of their existing support Order.

If the Court rejects the Plan or the Payor fails to comply with the Plan

17. If the Court rejects the Plan or the DME is not satisfied with the Payor’s compliance with the Plan, the adjourned Default Hearing will proceed as scheduled.

Notifying the Recipient

18. If a Plan is entered , the Recipient will be notified in writing within seven business days of the Plan being entered into. The Recipient shall be notified of the broad reasons for entering into the Plan and be provided a copy of the signed Plan.

FORMS

19. Payment Plan (Default Hearing stage) (Form 703)
20. Current Financial Status Form (form 703B)

AUTHORITIES AND REFERENCES

21. *Maintenance Enforcement Act*, RSPEI 1988, Cap. M-1

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704. LOCATING NON-COMPLIANT PAYORS

POLICY OBJECTIVE

1. MEP is committed to ensuring that support collected under Orders is maximized. Support Orders provide necessary financial support for Island families, and it is imperative that MEP takes all reasonable steps to enforce Orders.
2. MEP has several enforcement remedies available under legislation and best practice timelines for taking those steps. However, from time to time, circumstances may arise where enforcement tools are not effective because the Payor cannot be located.
3. In those circumstances, it is important to ensure ongoing steps are taken to monitor for changes in the ability of MEP to locate the Payor and take effective enforcement.
4. It is also important for public confidence in the administration of MEP that users understand that MEP cannot guarantee the collection of funds or their ability to locate a non-compliant Payor, but rather will use all of the resources available to attempt to locate and collect funds.
5. A determination that a Payor cannot be located is not a statement on the validity of an Order, and is subject to ongoing review to ensure that in the event of a change in information relating to the location of the Payor, additional steps may be taken.
6. This Policy sets out guidelines and best practices to ensure transparency, accountability, and ongoing review of the availability of information on Payor location.

PROVISIONS

7. All MEP users are responsible to notify MEP of any changes to the information in their Registration Form. MEP users must notify MEP of changes to their surname and changes to their contact information, including their surname, address, email, or telephone number, within 10 days of such a change.

Tools to locate Non-Compliant Payors

8. If MEP does not have up-to date or accurate contact information for the Payor on a support file, MEP has the following tools to locate the Payor:
 - a. A 12-month Federal Trace;
 - b. Information demands to a provincial public body including but not limited to:
 - i. Probation and Corrections Services;
 - ii. Health PEI;

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- iii. The Department of Social Development and Housing; and
 - iv. The Registrar of Motor Vehicles.
 - c. Information demands to a person or corporation; etc.
9. If information demands and tracing are not successful, MEP should renew and review each request quarterly to determine if there has been a change in the availability of information.
 10. At the discretion of the DME, if MEP has been unable to locate or trace a Payor for a 24-month period, the quarterly updates may be moved to every six months.
 11. Federal interceptions will be placed on all files where MEP is unable to locate Payors.
 12. The Recipient is encouraged to provide MEP with any information that they may have on the status or location of the Payor to assist with locating the Payor and enforcing the Order. In some circumstances, Recipients have more access to information sources than MEP, and they are encouraged to provide as much information as possible to assist with enforcement.

Status Updates to Recipient

13. If the EO is unable to locate a Payor, upon receiving confirmation from all information sources available for that Payor that the tracing and information demands are not successful, the EO will notify the Recipient that the Payor cannot be located.
14. The EO shall also update the Recipient yearly on the status of efforts to locate the Payor, or upon notification to the EO that the Payor has been located.

Third Party Notifications (RJs)

15. If there is a third party involved in the file on behalf of a Recipient or a Payor (e.g. RJ), notification under this Policy shall be interpreted as including them.

AUTHORITIES AND REFERENCES

16. *Maintenance Enforcement Act*, RSPEI 1988, Cap. M-1

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705. FEES

POLICY OBJECTIVE

1. MEP is committed to ensuring that support collected under Orders is maximized. Support Orders provide necessary financial support for Island families, and it is imperative that MEP takes all reasonable steps to enforce Orders.
2. It is important that support payments are made within the month that the support Order registered with MEP states they are due. If the Payor does not pay their support obligation within the month, their child or former spouse is deprived of the benefit of that support.
3. To discourage Payors from being behind on their support payments, and to encourage the consistent payment of support, MEP charges Payors a deterrent fee if they do not make their full support payment within the month that it is due.
4. Payors in default of support obligations not only have significant impact on Island families, but also create significant administrative demand on MEP. The resources required to take enforcement actions against defaulting Payors are costly to maintain. Default fees help offset the administrative cost to MEP. MEP is empowered by legislation to charge Payors prescribed service fees.
5. The priority of MEP is collected and disburse support. MEP only enforces and collects default fees when there are no arrears in support obligations.
6. The determination of whether to waive administrative fees in certain cases rests with the discretion of the DME.
7. This Policy sets out best practice guidelines for charging administrative fees.

PROVISIONS

8. The *Act* and *Regulations* empowers MEP to charge Payors administrative fees in prescribed circumstances.
9. There are two types of administrative fees that MEP may charge a Payor:
 - a. Deterrent fees –late fees for Payors who do not pay their support within the month that it is due; and
 - b. Service fees - fees that relate to the costs of the Director for steps taken by MEP to enforce a support Order.

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10. The Director has the discretion to waive (or not apply) administrative fees in circumstances where the Director considers it appropriate to do so.
11. Administrative fees are not payable to the Recipient but rather collected by government to deter non-payment of support and in recognition of the administrative costs of running MEP.
12. If a Payor is behind in their support payments, any money paid on account of the MEP file will first be paid to the Recipient for any arrears owing, then to the Payors' outstanding fees.
13. MEP may use all of the enforcement tools available for the collection of support to collect outstanding fees.
14. Only the party charged the Service fee (most often the Payor, absent particular circumstances) is notified of the charge or if those charges have been waived. This information is not available to the Recipient.

Deterrent fees (late fees)

15. MEP automatically charges a monthly late fee of \$25.00 to Payors who do not pay their full child support amount within the month (30 days) that it is required to be paid, subject to the discretion of the DME.
16. For the purposes of determining whether the deterrent fee will be imposed, MEP considers the full payment to be the required monthly support obligation plus any amount owing each month towards arrears.

Waiving deterrent fees

17. If a Payor that owes deterrent fees pays off 25%, 50%, 75%, or 100% of their support arrears, MEP will waive (cancel) the corresponding percentage of their deterrent fees, upon the request of the Payor, and subject to the discretion of DME.
18. For example, if the Payor owes \$5,000 in support arrears and \$1,000 in deterrent fees, and the Payor pays off half of their arrears (\$2,500), MEP may waive half of the Payor's deterrent fees (\$500). Likewise, MEP may waive (cancel) all of the Payor's deterrent fees if the Payor pays all of their arrears (such that they bring their MEPS account to a balance to \$0), upon the request of the Payor, and subject to the discretion of DME.

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19. An EO may, at the discretion of the DME, enter into an arrangement with the Payor that sets out a percentage (greater than the percentage at section 17, above) or dollar amount of deterrent fees that MEP will waive if the Payor pays a certain amount toward their arrears.

20. This Policy is intended to encourage Payors to pay their full support obligation in a timely manner. Nothing in the Policy prevents MEP from applying deterrent fees should the Payor fail to meet monthly obligations in the future.

Service fees

21. The Payor will be charged the service fee prescribed by the *Maintenance Enforcement Act Regulations* if MEP has to take certain actions to enforce an Order.

AUTHORITIES AND REFERENCES

22. *Maintenance Enforcement Act*, PEI Reg EC41/13 ; and *Maintenance Enforcement Act Regulations*

FORMS



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Maintenance Enforcement Program

CONFLICT OF INTEREST DECLARATION FORM (Form 202)

Employee Name:	
Employee Number:	
Position Title:	
Department:	Maintenance Enforcement Program (Dept. of Justice & Public Safety)
Reason for Statement:	

I DO HEREBY DECLARE: (X)

(___) I have reviewed the Government's Conflict of Interest Policy and I have no real or personal property, business, financial, outside employment or community interest to declare pursuant to the aforesaid policy.

Date:	Employee Signature:
Date:	Manager Signature:

MEP CRITICAL INCIDENT REPORT FORM (Form 301)

Name of Staff Member:		
Incident Location:		
MEP Case ID:		
<i>*Please do not include identifying information other than "Payor" or "Recipient"</i>		
Part 1: Description of Critical Incident by Staff Member		
Date:	Time:	Location:
Details of Critical Incident:		
Recommendations:		
See attached for additional information <input type="radio"/>		
Date:	Signature of Staff:	
Referred to DME for:	Information <input type="radio"/>	Investigation <input type="radio"/>
DME's Report attached:	Yes <input type="radio"/>	No <input type="radio"/>
Part 2: OHS Coordinator; Investigation, Interview(s) & Recommendations		
Incident Location:		
Date:		
Time:		
Details of Report:		
See attached for additional information <input type="radio"/>		Referred to FLC Manager for action: <input type="radio"/>
Signature:		

PAYEE REGISTRATION FORM (Form 302)



Payee Registration Form (see reverse for instructions)

PAYEE #	
---------	--

Freedom of Information and Protection of Privacy

The personal information requested on this form is collected under the authority of section 31(c) of the *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988, Cap. F-15.01, and will be used for the purpose of administering payments to the individuals or suppliers that are identified on this form. This use includes the sharing of this information within the Government of Prince Edward Island and its agencies to update and ensure the accuracy of information for administering payments. Questions on the collection and use of this information can be directed to Payment Processing at (902) 368-4010.

- New Payee**
 Update to Payee Information (i.e. address or updated banking)

Section A: Personal or Business Information
Fill out this section as an individual OR for your business. All fields are required.

For Individuals Only			
First Name	Full Middle Name(s)	Last Name	Previous Last Name(s)
Date of Birth <small>(DD/MM/YYYY)</small>	If you are a Provincial Government Employee: Employee Number Department		

For Businesses Only		
Business Name (Legal name and operating name if different)	HST/GST No.	Contact Person & Position

For Individuals and Businesses			
Current Mailing Address	City	Province or State	Postal Code or Zip Code
Phone Number (including area code)	Email Address (for payment remittance details)	Email Address (for purchase orders if different)	
Previous Mailing Addresses. Please provide as many previous mailing addresses as possible. We use this information to update our records and to prevent the duplication of your account.			

Section B: Payment Information

To receive payments from the Government of Prince Edward Island you **MUST** provide your banking information. Failure to provide banking information will result in unprocessed and delayed payments. Please attach one of the following:

Void cheque
 OR Correspondence from Financial Institution (bank)

Section C: Certification

I, as the person named in this form in my own right, or as the representative of the company or business named in this form entitled to receive payments from the Government of Prince Edward Island, hereby authorize the Government of Prince Edward Island or its agencies to share the information collected on this form with each other for the purposes of making a payment that is due. By providing banking information for electronic payment I, as the person named in this form in my own right, or as the representative of the company or business named in this form entitled to receive payments from the Government of Prince Edward Island, hereby authorize the Government of Prince Edward Island or its agencies to electronically deposit those payments into the noted bank account until further notice. If I am the representative of the company or business named in this form, I have the authority to bind the company or business.

Authorized Signature (Forms returned without a signature will not be processed) Sign Here X	Printed Name (For Businesses Only)	Date
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Section D: Additional Information

Section E: For Office Use Only

BUSINESS UNIT: FIS MEPS LMDA ISM PSB FLSB

See Instruction page for form submission details



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Payee Registration Form Instructions

These instructions are provided to assist you in completing the Payee Registration Form which is required for payments from the Government of Prince Edward Island and its agencies using Government's financial accounting system.

For the purpose of this form a payee is the person or business that will be receiving a payment from the Government of Prince Edward Island or its agencies. The information requested on this form is collected and used only to facilitate the processing of these payments.

It is your responsibility to notify the Government of Prince Edward Island or its agencies of any changes to your information by completing a new Payee Registration Form.

Send the completed form to the mailing address, email address or fax number provided below. Failure to fully complete the form will result in delays.

Province of PEI
Office of the Comptroller; Payment Processing
PO Box 2000
Charlottetown, PE C1A 7N8

Telephone: (902) 368-4010
Fax: (902) 368-6661
Email: pymtproc@gov.pe.ca

Please follow the instructions below to ensure that the Payee Registration Form is properly completed.

Section A: Personal or Business Information	
For Individuals Only	Please provide your full legal name including your full middle name and all previous last names including married and/or maiden names. Middle and prior last names are used to update the Government's payee records. Date of Birth is required to ensure records are unique and that the wrong person is not paid.
For Businesses Only	Please provide your legal business name and your operating name if different than your legal name. Please include a contact name that we can use if necessary to confirm, verify or obtain additional information. Please provide the 15 digit identifier provided by CRA. If you do not have a business number, please indicate "Not Applicable" in the box.
For Individuals and Businesses	Please provide your complete mailing address, as well as any previous mailing addresses. Previous mailing addresses are used to update existing records and prevent the duplication of a payee's information. All electronic payments are accompanied with a remittance email with details of your payment (i.e. invoice numbers, amounts, dates) sent to the remittance email address provided. If a valid email address is not provided, you will not receive notification of an electronic payment.
Section B: Payment Information	
The Government of Prince Edward Island has moved to mandatory electronic payment service. Unless explicitly told otherwise all payees are required to attach either a void cheque or correspondence from their financial institution including their banking information. All payments made by the Government of Prince Edward Island and its agencies will be deposited to the bank account provided. Electronic payments are secure and reliable.	
Section C: Certification	
This section must be read and signed by the payee, or for a business, by an authorized delegate. If the Payee Registration Form is returned without a signature it will not be processed.	
Section D: Additional Information	
This section is used by the Government of Prince Edward Island and its agencies to capture additional information for some programs. A government employee will let you know if you are required to include any information in this section. If you have not received any direction to complete this section it can be left blank.	
Section E: For Office Use Only	
Please indicate the business unit from which this form originates.	



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THIRD PARTY AUTHORIZATION FORM (Form 401)

MEP CASE #: ME-_____

Recipient Name: _____

Payor Name: _____

I, _____, of _____, Prince Edward Island, authorize the PEI Maintenance Enforcement Program (“MEP”) to disclose information with respect to my MEP file with:

Name: _____ (“Third Party”)

My relationship to the Third Party: _____

Phone: _____

Email address: _____

I understand that MEP will only share information that is available to me with the Third Party. This means that information that MEP cannot share with me, because it is confidential information about the other party to my MEP file, cannot be shared with the Third Party.

I understand that to avoid unnecessary and duplicative administrative demands on MEP staff, MEP will not send copies of correspondence or documents to the Third Party that MEP has already provided to me or that is accessible by the Service Provider through other means.

I understand that this consent shall remain valid until I revoke my consent in writing, which I may do at any time.

Dated this _____ day of _____, 20____.

Signature

Witness

Personal information is collected under section 31(c) of the *Freedom of Information and Protection of Privacy Act* RSPEI 1988, c. F-15.01 as it relates directly to and is necessary for the Child Support Services Office or the Maintenance Enforcement Program to assist you in the application for, enforcement of, and/or recalculation of child support for that purpose only. If you have any questions you may contact the Manager of the Family Law Section, at the Honourable C.R. McQuaid Family Law Centre, 1 Harbourside Access Road, PO Box 2000, Charlottetown, PE C1A 7N8, telephone 902-368-6940.



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**COMPLAINT FORM
(Form 404)**

Instructions: *The person making the complaint must fully complete this form, then submit it to the Maintenance Enforcement Program (MEP) for the MEP Director to review.*

MEP FILE NUMBER: ME- _____

DATE: _____

YOUR FULL NAME: _____

ADDRESS: _____

EMAIL: _____

PHONE NUMBERS: (Home) _____ (Cell) _____ (Work) _____

NATURE OF CONCERN: _____

DETAILS OF CONCERN (Date, times employee contacted, circumstances, etc.):

WHAT RESOLUTION ATTEMPTS WERE MADE OR REQUESTED:

(explain the efforts you made to resolve the issue before filing this Complaint Form)

ACTION REQUESTED (what would you like to see happen?): _____

RECEIVED BY: _____ **DATE:** _____

FORWARDED TO DME: _____ **DATE:** _____



Maintenance Enforcement Program

REGISTRATION FORM

(Form 501)

All fields marked with an * are required to be completed to enroll the file. Completion of this form with the requested information may assist the program when enforcement is necessary. If this information is not included, the DME may decline to enroll the file. If the Payor resides outside of Prince Edward Island, please include three certified copies of the support order.

1. Payor: (adult ordered to pay support)

*Full name:		Pronouns:	
*Mailing address (current or last known): Current <input type="checkbox"/> Last Known <input type="checkbox"/>			
*Employer (or indicate if not employed):			
*Telephone Home:	Cell Phone	Work	
*Email address:			
*Date of birth:	Health number:	Social insurance number:	
Parent's surname at birth:			

2. Recipient (adult who the support will be paid to)

*Full name		Pronouns:	
*Mailing address:			
*Email address:			
*Telephone Home:	Cell Phone	Work	
*Date of birth:	Health number:	*Social insurance number:	

3. Previous MEP Enrollment

*Are you currently enrolled in MEP? <input type="checkbox"/> Y <input type="checkbox"/> N or Have you previously been enrolled in MEP? <input type="checkbox"/> Y <input type="checkbox"/> N			
MEP File Number:			

4. Claiming Arrears

*Are you claiming arrears? <input type="checkbox"/> Y <input type="checkbox"/> N If YES you MUST complete the attached arrears calculation sheet.			
--	--	--	--

Arrears are owed when someone does not pay the full amount of support owed under their court order or agreement. MEP has a process for determining the eligibility of arrears being claimed (See **Policy 502 Determining Eligibility**). If the party requesting registration is claiming arrears for support matter not currently enrolled in MEP, the arrears must be identified on this form. **MEP will not inquire about arrears if the parties do not identify that arrears may be owed at the time of at the time of registration.** If you have questions about how to complete the arrears calculation sheet, please contact MEP at mep@gov.pe.ca or call (902) 894-0383.

- 5. Family Violence Concerns** -Once your file is assigned to an enforcement officer, If there are concerns relating to family violence between yourself and the other party, please let your assigned Enforcement Officer know. You may contact your assigned Enforcement Officer to discuss any precautions that may need to be put in place.

Please provide this completed form, with a copy of your support order or agreement, to the Maintenance Enforcement Program to the Family Law Centre (1 Harbourside Access Road, PO Box 2290, Charlottetown, PE C1A 8R4; fax (902) 368-6934; mep@gov.pe.ca).

If you have questions, please call the Maintenance Enforcement Program at (902) 894-0383, or visit MEP online at www.princeedwardisland.ca/en/information/justice-and-public-safety/maintenance-enforcement-program.

Personal information on this form is collected under section 6 of *PEI's Maintenance Enforcement Act, RSPEI 1988, Cap. M-1* and will be used for the purpose of enforcing a maintenance order or a payment order. If you have any questions about this collection of personal information, please contact the Director of Maintenance Enforcement at (902) 894-0383.

Special Expenses Being Claimed (Receipts must be included with all special expenses claimed.)

Month/year owed	Amount Due	Amount Paid by Payor	Special Expense Type

Date:

Signature:



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SPECIAL EXPENSES FORM (Form 602A)

MEP CASE #: ME- _____
Recipient Name: _____
Payor Name: _____

Please see page 2 for information on completing this form

Date of Expense	Brief Description of Special Expense	Name of Child	Total Amount of Expense	% to be Paid (Payor/ Recipient Share)	Amount owing
			\$	%	\$

Total amount of expenses owed by the Payor/Recipient \$ _____ \$ _____

Submitter signature

Date

Please attach a copy of your receipts.

MEP will provide a copy of this completed form and receipts to the Payor/Recipient. If you have any concerns about this, please notify us immediately.



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Information for Submitting Receipts

Completing this Form:

- This Special Expenses Form is referred to in **Policy 602 – Special and Extraordinary Expenses**. If anything in this form conflicts with Policy 602, Policy 602 will prevail.
- To use this form, you must have an Order or Agreement stating one or both parties is required to pay all or a share of certain special expenses.
- The amounts entered on the Special Expenses Form and the receipts provided must be specifically related to the expense stated in your court Order or Agreement.
- Only expenses that are enforceable by MEP will be enforced by MEP. If you aren't sure whether a particular expense(s) is enforceable, please contact your Enforcement Officer.
- Do not use the Special Expenses Form to claim gas associated with a special expense. If your Order or Agreement entitles you to reimbursement for gas associated with special expenses (e.g. off-Island hockey tournaments), fill out Form 602B – Gas Mileage Sheet for Special Expenses.
- On the Special Expenses Form, enter the details of each expense, including the date, description, name of the child, total amount of the expense and the portion owed by the Payor/Recipient. You will need to calculate the total amount owed by the Payor/Recipient.
- You must provide clear copies or scans of the receipts for all expenses listed on this form. MEP does not provide users with copies or scans of receipts.
- A receipt is a document that provides proof that something was paid for, including the dollar amount that was paid and what the purchase was for (e.g. ringette registration)
- Hand-written receipts are acceptable only if they reference what special expense is being paid for and are signed and stamped by the organization being paid.
- Please attach the receipts in the same order as they are listed on the form.
- If an expense is subject to reimbursement from an insurance plan, ensure that:
 - You and/or the Payor had the opportunity to submit the expense(s) to the appropriate insurance plan(s) for reimbursement; and
 - The amount entered on the form is the remaining amount owing to you after the reimbursement process (i.e. your out-of-pocket expense).
- **Timeframe for sending receipts** - Receipts should be submitted within 60 days of the receipt date. Special Expenses Forms should not be submitted more than once per month.

Send the Special Expenses Form with a copy of receipts by email to your Enforcement Officer, or to the following address:

PEI Maintenance Enforcement Program
PO Box 2000
Charlottetown, PE C1A 7N8

For more information about MEP's enforcement of special expenses, see [Policy 602 \(Special and Extraordinary Expenses\)](#) of the MEP policy and procedures manual.



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GAS MILEAGE SHEET FOR SPECIAL EXPENSES (Form 602B)

Instructions:

- If your Order/Agreement specifically states that you are entitled to receive reimbursement for gas associated with special expenses (e.g. off-Island hockey tournaments), please complete this form and submit it to the Maintenance Enforcement Program (MEP). This form must be submitted within 60 days of the expense being incurred.
- Unless your Order/Agreement specifies otherwise, MEP will use this formula to calculate gas expenses: 10L/100KM (0.1L) X (number of KMs traveled) X (Weekly Petroleum Price set by the Island Regulatory and Appeals Commission (IRAC) during week of travel). The weekly Petroleum Prices posted by IRAC are available at <http://www.irac.pe.ca/document.aspx?file=petrol/currentprices.asp>.
- For more information about MEP's enforcement of special expenses, see Policy 602 (Special and Extraordinary Expenses) of the MEP Policy and Procedures Manual.

RECIPIENT NAME:	MEP CASE NUMBER: ME-
PAYOR NAME:	PERSON COMPLETING FORM: <input type="checkbox"/> RECIPIENT <input type="checkbox"/> PAYOR
HOME ADDRESS OF PERSON COMPLETING FORM:	

Travel DATE: Day/Month/Year:

Travel END DATE: Day/Month/Year:

DATE	FROM	TO	PURPOSE OF TRAVEL	CHILD	IRAC Gas Price for Week	TOTAL KMs	TOTAL \$ Claimed



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					Total
	Claims are calculated by: (10L/100km) X (IRAC Gas Price during week of travel) X Total # of KMs			Total	

I certify that the above account of travel expenses is correct in all respects and that all expenses reported were necessarily incurred.

(Recipient/Payor Signature)

(Date)

Calculations Verified by:

(Enforcement Officer Signature)

(Date)

MEP will provide a copy of this completed form and receipts to the Payor/Recipient. If you have any concerns about this, please notify MEP immediately.



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SPECIAL EXPENSES AGREEMENT (Form 602C)

Do I Need to Complete this Form?

From time to time, parties may be in a position to agree on the special and extraordinary expenses (also known as “Section 7 expenses”) that they want the PEI Maintenance Enforcement Program (“MEP”) to enforce. If so, the parties may submit this form which lists the special expenses that they agree for MEP to enforce.

The purpose of this form is to clearly set out the specific terms of the specific special expenses the parties agree to pay.

Parties do not NOT need this form if:	The Order/Agreement clearly specifies the special expenses the parties must share (e.g. soccer registration and equipment; childcare expenses; medical and dental insurance premiums and expenses, etc.), and the parties don't want to change these.
Parties MAY submit this form if:	<ol style="list-style-type: none"> 1. They have an Order that indicates that if they wish to enter into a Special Expenses Agreement in the future, the Special Expenses Agreement will form part of their Order. 2. They have a legal Agreement (e.g. separation agreement) that mentions special expenses, the parties agree that this Special Expenses Agreement will form part of their Agreement and they wish to be bound by the terms of the Special Expenses Agreement and have it enforced by MEP in accordance with s. 62(1) of the <i>Children's Law Act</i>. 3. The parties do not have an order or legal agreement that mentions special expenses, they wish to enter into a Special Expenses Agreement, and they wish to be bound by the terms of that agreement and have it enforced by MEP in accordance with s. 62(1) of the <i>Children's Law Act</i>. 4. The parties have a Special Expenses Agreement, and they want to enter into a new Special Expenses Agreement that will replace their current one and have it enforced by MEP in accordance with s. 62(1) of the <i>Children's Law Act</i>.

Do NOT include receipts with this form; those must be submitted with your Special Expenses Statement Form (Form 602A).



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Instructions for completing this form:

- All expenses the parties choose must be initialed by both parties.
- Both parties must sign the Declaration at page 6 of this form. Each party's signature must be witnessed by an adult other than the parties.
- If this Agreement is for special expenses for more than one child, parties must state the name(s) of the child(ren) beside each activity that applies.
- Unless the parties agree otherwise, MEP will enforce Special Expenses Agreements based on the proportionate incomes of the parties' used to calculate their special expenses obligations or child support in their Order (or as otherwise specified in their Order). Or the parties may specify in this Special Expenses Agreement that they want MEP to enforce a fixed amount (e.g. \$100 per month for hockey). If the Order does not specify both parties' incomes and if the special expenses will be shared proportionately, the parties must provide income information to MEP so that MEP can determine the parties' proportionate shares.
- Annual caps on expenses are optional. If you fill in the 'Annual Cap' box for any activity, you must specify whether the cap is for the party's/parties' share of a particular expense or for the total amount of all special expenses per year. If there is more than one child in the activity, specify whether the cap is per child or for all of the children. Caps are applicable for a calendar year and not based on the 12-month period from the date of the agreement and will be pro-rated accordingly if applicable unless otherwise indicated on the form for the first calendar year of the agreement. Unless indicated otherwise on the form, the Cap will be split between the parties equally or based on their proportional share of expenses.
- Any changes or alterations to this document must be initialed by both parties.
- Parties may submit up to one Special Expenses Agreement every six (6) months, subject to the discretion of MEP.
- Parties may wish to specify in the Notes section the type and frequency of specialized activities where applicable (e.g. two-week Andrew's hockey training camp, etc.) to ensure that both parties are clear on which specialized activities are being agreed upon (ie, expenses above regular gymnastics or minor hockey registration, etc)
- MEP will enforce the special expenses in this Special Expenses Agreement as of the effective date of the Agreement. The effective date of this Agreement is the date that the last party signed the Agreement (on page 6).
- By signing this agreement, the parties are agreeing to be bound by this agreement either until the termination date agreed upon in this form or until there is a new order of the Court that changes the special expense obligations. However, this agreement may be changed or terminated where Parties agree in writing to terminate or change this Special Expenses Agreement, by signing the '**Termination or Variation of Special Expenses Agreement' form (Form 602B)**.
- **MEP will enforce the agreement as signed on this basis even where one party wishes to terminate the agreement if:**
 - **Both parties do not sign a 602B;**
 - **The court does not order new special expense obligations; or**
 - **The termination date, if any, in this agreement has not passed.**
- Both parties are encouraged to get legal advice before entering into a Special Expenses Agreement.
- Please keep a copy of this completed form for your records.



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Example:

Party's Initials	Agreed Expense	Child(ren)	Notes	Cap per Expense (if Applicable)
	Badminton	Both	Registration, equipment, tournament fees, uniforms	\$250 per child
	Dental & Orthodontics	Both	Amount that exceeds insurance coverage	N/A
	Gymnastics	Beth	Registration, equipment, tournament fees	\$400
	Hockey	Johnny	Registration, equipment, tournament fees, Andrews Hockey School camp	\$2400
	Child Care	Beth	Montessori After School Care, Summer Science Discovery Camp	\$1200
	Child Care	Johnny	Summer Science Discovery Camp	\$150

For more information about Special Expenses Agreements, see [Policy 602 of the MEP Policy and Procedures manual](#).



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Special Expenses Agreement (Form 602A)

MEP Case Number: ME-_____

- 1. We, [Name] and [Name] agree to contribute towards special expenses for [Child(ren)].
2. We agree that the costs of special expenses should be shared as follows:
a. [Parent 1] will pay ___% [50, proportionate to our income, etc]
b. [Parent 2] will pay ___%
3. We agree the following special expenses:

Table with 5 columns: Party's Initials, Agreed Expense, Child(ren), Notes, Annual Cap or Per Expense Cap (if Applicable). The last column has a sub-row for 'Annual:'.

- 4. For the annual or per expense cap, we agree that the cap will apply as follows:
a. [Parent 1] will pay up to _____% of the total cap [proportionate share]
b. [Parent 2] will pay up to _____% of the total cap [proportionate share]

Declaration of parties:

- 1. I understand that this Agreement may be filed with the Court in accordance with s. 62(1) of the Children's Law Act and that I will be bound by the terms of this agreement and it will be enforced by MEP.
2. I understand that this Special Expenses Agreement replaces any previously filed Special Expenses Agreement.
3. I agree to pay my proportionate share of the expenses as set out above, unless we have clearly indicated in this Agreement that we will pay a fixed amount. I am aware MEP may require proof of my income to determine the proportionate amounts if this information is not in my Order.
4. I understand that all expenses agreed to in this form will be enforced by MEP as of the effective date of this Agreement which is the date of the last agreeing parent's signature.
5. I understand that this Special Expenses Agreement is a binding legal agreement under the Children's Law Act and that after it is signed, I cannot end it or change it by myself. This Agreement can be terminated or changed in three ways: if both parties sign a new Special Expenses Agreement (Form 602A); if both parties sign a 'Termination of Special Expenses Agreement' (Form 602B); or if a new Order is filed with MEP that effectively terminates or changes this Agreement.

Initials _____ Initials _____



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6. I understand that this Special Expenses Agreement only relates to special expenses and that all other terms and conditions of any court order or agreement I have are not changed by this Special Expenses Agreement.
7. If we terminate this Agreement by signing the '**Termination of Special Expenses Agreement' form (Form 602B)**, MEP will resume enforcing any enforceable special expenses provisions in our existing Order or Agreement filed with MEP.
8. I understand that if MEP receives a new support Order/Agreement that changes the terms of this Special Expenses Agreement (including a new Special Expenses Agreement), this Agreement will become void.
9. **I understand that I am entitled to get legal advice before entering into this Special Expenses Agreement.**

Agreed on the ____ day of _____, 20__ by:

Signature

Parent Name

Witness

Witness Name

Agreed on the ____ day of _____, 20__ by:

Signature

Parent Name

Witness

Witness Name



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REQUEST TO WITHDRAW FROM THE MAINTENANCE ENFORCEMENT PROGRAM (Form 603)

MEP File Number: ME-

Recipient's Name:

Payor's Name:

Instructions: You may voluntarily withdraw from the Maintenance Enforcement Program (MEP) if:

- You are the Recipient and you submit this form to MEP and the Payor does not dispute your request to withdraw or does not respond; or
- You and the other party both agree to withdraw from MEP, and you each complete this form and submit it to MEP.

For more information on withdrawing from MEP, see [Policy 603 – Voluntarily Withdrawal from MEP](#).

TO: THE DIRECTOR OF MAINTENANCE ENFORCEMENT

I am applying to withdraw from the Prince Edward Island Maintenance Enforcement Program (“MEP”), effective _____ (date).

I am aware that I am consenting to all of the support arrears on the file being withdrawn.

I am aware that once my file is withdrawn from MEP, it may not be re-enrolled for at least 90 days from the date of withdrawal. If the other party or I do re-enroll with MEP in the future, MEP may decline to enforce the support arrears currently owed on the file.

I am withdrawing from MEP voluntarily. I am not being pressured or coerced to withdraw from MEP by the other party (I understand that if I am being pressured to withdraw from MEP, I should tell my Enforcement Officer about this).

Dated this ___ day of _____, 20__.

(Signature of person applying to withdraw)

(Please Print Name)

I am the: Recipient Payor



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CHILD STATUS REPORT FORM (Form 604A)

MEP Case Number: ME-
Recipient:
Payor:

Child's Name:
Child's Date of Birth:

The PEI Maintenance Enforcement Program ("MEP") is gathering information to determine eligibility for the enforcement of ongoing child support. Please ensure all questions are answered thoroughly.
Please complete this form and return it to MEP within 15 business of receiving the form. Failure to respond to a Child Status Report request may result in MEP withdrawing the Order/Agreement from MEP.
For information about how MEP determines whether to continue enforcing child support, see Policy 604 ("Terminating Events") of the MEP Policy and Procedures Manual.
Note: A copy of this completed form and any information you send us regarding the child will be provided to the Payor.

1. Do you want MEP to continue collecting ongoing child support for the child? [] Yes [] No

If "No", from what date should MEP stop collecting child support? _____

If "No", please sign and return the form to the Maintenance Enforcement Program.

If "Yes", please complete the remainder of the form.

2. Is the child married? [] Yes [] No If "Yes", date of marriage: _____

3. Is the child living in a common law relationship? [] Yes [] No

If "Yes", date parties began cohabitating (living together): _____

4. Is the child presently attending school full-time? [] Yes [] No

If "Yes", please provide proof of registration and current enrolment status from the school.

If "Yes", what is the child's anticipated date of graduation/completion? _____

5. If the child is not presently in school full-time, is the child planning to return to school full-time?
[] Yes [] No



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If "Yes", what date is the child returning to school? _____

Please provide proof that the school received your child's application, and/or proof of acceptance into the program (followed by proof of enrollment within 10 business days from the commencement of the program).

6. Is the child living with you? [] Yes [] No

If "No", what date did the child leave and reason for leaving?

If the child is not living with you, provide details of how you are financially supporting the child:

If you are not financially supporting the child, explain why you want MEP to continue enforcing ongoing child support:

7. Has the child ever been out of your care? [] Yes [] No

If "Yes", what date did the child leave, for how long, and reason for leaving?

8. Is the child working? [] Yes [] No

If "Yes", full-time [] or part-time []

9. Is there any additional information you wish to provide:

Name: _____
(Please Print)

Signature: _____

Date: _____

Personal information on this form is collected under Section 6 of Prince Edward Island's Maintenance Enforcement Act R.S.P.E.I 1988, Cap. M-1 and will be used for the purpose of enforcing a maintenance order or a payment order. If you have any questions about this collection of personal information, you may contact [Enforcement Officer] at the Honourable C.R. McQuaid Family Law Centre, 1 HARBOURSIDE ACCESS ROAD, PO BOX 2290, CHARLOTTETOWN, PE, C1A 8C1. Telephone: 902-894-0383 or tolls free 1-866-226-8722.



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Court File No.: _____ (_____ v. _____)

GLOBAL SUPPORT ORDER – ADJUSTED CHILD SUPPORT AMOUNT (Form 604B)

MEP Case Number: ME-
Recipient:
Payor:

Child(ren)'s Name(s):
Child(ren)'s Date(s) of Birth:

Terminating Events – Global Child Support Orders (Orders with Multiple Children) (Policy 604)

604 (41) If a terminating event [...] occurs for one of multiple children in a support Order ('Global support order'), MEP will 'step-down' the Global support order so that support going forward will be based on the calculated Federal Child Support Guidelines table amount for the remaining dependent children.

The Enforcement Officer has completed the following:

- 1. Ensured that a terminating event has occurred and determined the number of children still eligible for support;
2. Confirmed that the Payor's income is in the most recent order or Recalculation Order OR
The parties have agreed to use the Payor's income according to the Payor's most recent Notice of Assessment or Income Tax Return, and the Enforcement Officer has confirmed this income.
3. Used the Federal Child Support Guidelines Tables where Payor resides as per the number of remaining dependent children and the Payor's income in:
the most recent order or recalculation order OR
the Payor's most recent Notice of Assessment or Income Tax Return (attached)
4. Used the regular payment period following the terminating event as the effective date of the adjusted child support amount.

Table with 2 columns: Description and Amount. Rows include Annual gross income of Payor in, Number of remaining dependent children, Adjusted monthly child support amount, and Date adjusted child support amount is effective.

Name of Enforcement Officer:
Approved by the Director of Maintenance Enforcement on _____, 20__.

(Signature of Director)

MEP must provide a copy of this form reflecting an adjusted basic monthly child support amount to both parties, the Recalculation Office, and the Reciprocal Jurisdiction, if applicable.



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ACKNOWLEDGMENT OF DIRECT PAYMENT FORM (Form 605)

Re: MEP Case Number [MEPCaseNumber]

Between: [BenefCourtOrderName] and [PayerCourtOrderName]

I, _____, made a direct payment to the Recipient on _____,
20__ in the amount of \$_____.

I made this payment directly because:

_____.

I am aware that I am only permitted to complete two Acknowledgement of Direct Payment Forms while my file is registered with MEP.

I am aware that MEP will only account for a maximum of two direct payments on my MEP ledger (statement of account), and that after MEP has processed my second Direct Payment Form, MEP will not account for any further direct payments on my ledger.

Further, I am aware that if the Recipient and I acknowledge making further direct payments (after the first two for which Direct Payments Forms were submitted to MEP), MEP may decline to enforce the Order/Agreement and withdraw the file from MEP.

Signature

Print Name

DATED this ____ day of _____, 20__.

Please return the signed original to the address below:

[EONameClosing]
Maintenance Enforcement Program
[MEPAddress]
[MEPCity], PE, [MEPPostCode]
Fax Number: [MEPFax]



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CONTINUED ARREARS COLLECTION REQUEST (Form 606)

Re: MEP Case Number [MEPCaseNumber]
Between: [BenefCourtOrderName] and [PayorCourtOrderName]

Please be advised that the support Order/Agreement filed with the Director of Maintenance Enforcement (MEP) has been withdrawn for one of the following reasons:

- as a result of an application to withdraw; or
on notification by a Reciprocal Jurisdiction; or
by the Director of Maintenance Enforcement; or
because the support provisions of your Order/Agreement are no longer enforceable.

This terminates the MEP's involvement with your file. Ongoing support payments are no longer to be paid through MEP, however, MEP will continue to collect arrears owing on the file, with your consent.

Please check ONE of the items below.

- I, _____ (print name), have reviewed the MEP Statement of Account. I agree that the total arrears are \$_____ as of _____. I request that MEP continue to collect and enforce the arrears owing on the file.
I, _____ (print name), do not wish to collect the arrears of \$_____.

DATED this ____ day of _____, 20__.

Signature

Print Name

Please return the signed original to the address below:

[EONameClosing]
Maintenance Enforcement Program
[MEPAddress]
[MEPCity], PE, [MEPPostCode]
Fax Number: [MEPFax]



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PAYOR COMPLIANCE PLAN (Form 702)

Payor: _____

MEP File: ME- _____

Enforcement Officer: _____

The Payor has provided documentation to satisfy the Maintenance Enforcement Program (“MEP”) that there may have been a material change in circumstance. The Payor has requested that MEP stay (stop) enforcement for a 90-day period to permit the Payor to make an application to the Court to vary the terms of the support order. **Support arrears will continue to accrue on the Payor’s file on the basis of the current order for the period of the Payor Compliance Plan, unless and until the order is varied or the arrears are waived (canceled) by court order or payment.**

The Payor agrees to the following Payor Compliance Plan (PCP) conditions:

1. Within twenty (20) business days of the start of the PCP, the Payor will make contact with and work cooperatively with the Child Support Services Office (CSSO) to prepare an application for variation of child support by contacting 902-368-6220 by _____, 20__.
2. The Payor will start collecting the information required to prepare an application to vary child support including working on the CSSO Child Support Application Checklist which has been provided by MEP.
3. The Payor will pay a minimum of \$_____ per month towards the existing support obligation¹;
4. The Payor will report bi-weekly to them EO on the status of the Payor’s efforts to vary the support order, starting on _____, 20__ ;
5. This PCP will expire ninety (90) days from the date of this agreement², on _____, 20__ ; and

¹ This amount will be based on the EO’s review of the Payor’s current circumstances, and the amount shall not be \$0 unless the Payor’s income is less than \$13,000, according to the *Federal Child Support Guidelines*, or in exceptional circumstances as approved by the DME.

² See Policy 702 (Payor Compliance Plans) for situations where the PCP may be extended due to situations beyond the Payor’s control.



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6. Other: _____

I, _____, agree to the terms of this Payor Compliance Plan. I also
acknowledge that:

- (a) this plan does not change the terms of my court order/support agreement; _____
(initial)
- (b) support arrears will continue to collect on my file based upon the full amount of my
current support obligation; _____ (initial); and
- (c) if I do not comply with the terms of this plan, it will be revoked by my enforcement
officer, and enforcement activities on the full amount of the support arrears will resume
immediately; _____ (initial)

Payor: _____ Witness: _____ Date: _____

DME Approval: _____ Date: _____



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PAYMENT PLAN (DEFAULT HEARING STAGE) (Form 703A)

Payor: _____

MEP File: ME- _____

Enforcement Officer: _____

The Payor has provided documentation to satisfy MEP that they will make arrangements to pay arrears (and ongoing support, if applicable) on their MEP file, and/or that there has been a material change in circumstance and the Payor will apply to vary their support order. As a result, MEP will agree to adjourn the scheduled default hearing on the Payor's file for 90 days to permit the Payor to demonstrate compliance with their ongoing support obligations and/or to make an application to the Court to vary the terms of the support order. Support arrears will continue to collect on the file on the basis of the current Order/Agreement for the period of the Payment Plan unless and until the Order/Agreement is varied or the arrears are waived (canceled) by court Order or payment.

The Payor agrees to the following Payment Plan conditions: [Instructions to EO: If you are not including the conditions marked 'optional', delete those options. Delete these instructions.]

- 1. The Payor will pay a minimum of \$_____ per month toward their support obligation³
2. The Payor will make a lump sum payment of \$_____ on _____, 20___; [Optional]
3. Within twenty (20) business days of the start of the Payment Plan, the Payor will file an application with the Court to vary their support order. This means that the application must be filed no later than _____, 20___. [Keep #3 in if the Payor is agreeing to apply to vary support order; delete it if the Payor is only promising to comply with current order]
4. The Payor will report bi-weekly on every second ____day to their Enforcement Officer on the status of their efforts to meet the terms of the Payment Plan, starting on _____, 20___;
5. This Payment Plan will expire ninety (90) days from the date of this agreement, on _____, 20___;
6. Other: _____

I, _____, agree to the terms of this Payment Plan. I also acknowledge that:

- (a) this Plan does not change the terms of my court order/support agreement; _____ (initial)
(b) support arrears will continue to collect on my file based upon the full amount of my current support obligation; _____ (initial)
(c) MEP may continue enforcement activities including payment orders and federal interceptions, etc.; and _____ (initial)

³ This amount shall not be \$0 unless the Payor's income is less than \$13,000, pursuant to the Federal Child Support Guidelines, or in exceptional circumstances.



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(d) if I do not comply with the terms of this Plan, MEP will revoked this Plan and I will have to attend at a Default Hearing as scheduled; _____ (initial)

Payor: _____ Witness: _____ Date: _____

Payor: _____ Witness: _____ Date: _____

Judicial Authorization of Plan:

This Payment Plan is:

__ Approved, and the Default hearing is adjourned until _____, 20__ at _____ a.m./p.m.

__ Denied, and the Payor must appear as scheduled on _____, 20__ at _____ a.m./p.m.

_____, J. Date: _____



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CURRENT FINANCIAL STATUS FORM (Form 703B)

MEP CASE #: ME-_____

MEP Court File Number: _____

Recipient Name: _____

Payor Name: _____

Financial Statement of _____ (Payor)

I, _____, of _____, Prince Edward Island

MAKE OATH AND SAY (OR AFFIRM) that the information in this financial statement is true and correct to the best of my information and belief.

- 1. The following special circumstances (circumstances such as unemployment, Social Assistance, etc.) presently apply to this financial information:

Four horizontal lines for providing special circumstances.

- 2. I anticipate further changes in my financial circumstances (e.g. changing income, seasonal employment; debts being paid off; assets being sold; moving residences; etc.):

Four horizontal lines for providing anticipated financial changes.

- 3. Number of adults in my household: _____ Number of income earner(s): _____
Number of dependents: _____



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<u>Assets:</u>		<u>Liabilities/Debts:</u>	
Real Estate _____	\$ _____	Mortgage balance (Family home) _____	_____
Family Home (Address) _____	(Market Value) _____	Mortgage(s) (other) _____	_____
Other _____	_____	_____	_____
(Address) _____	_____	Bank/Finance Loans: _____	_____
Bank Accounts and Cash on hand _____	_____	_____	_____
Vehicle(s): _____	(Market Value) _____	Retail Credit _____	_____
Year: _____ Make: _____	_____	Personal Loans _____	_____
Year: _____ Make: _____	_____	Other (specify): _____	_____
Recreation vehicle(s) _____	_____	_____	_____
Pension(s), R.S.P.(s) _____	_____	_____	_____
Furniture and appliances _____	_____	_____	_____
Stocks and Bonds _____	_____	_____	_____
Life Insurance (cash value) _____	_____	_____	_____
Money on loan to others _____	_____	_____	_____
Other: _____	_____	_____	_____
Total Assets: _____	_____	Total Liabilities/Debts: _____	\$ _____
<u>Monthly Income:</u>		<u>Monthly Expenses:</u>	
Gross Employment Income _____	_____	<u>Household</u>	_____
(before deductions) _____	\$ _____	Housing, rent, mortgage, or room _____	\$ _____
Bonuses, Commissions, Overtime & Tips _____	_____	Property Taxes _____	_____
Employment Insurance _____	_____	Home Insurance _____	_____
(State period) _____	_____	Food, groceries _____	_____
Allowances or support from others _____	_____	Meals outside home _____	_____
Family Allowance _____	_____	Fuel _____	_____
Pension (Canada & Other) _____	_____	Water _____	_____
Workers' Compensation _____	_____	Electricity _____	_____
Social Assistance: _____	_____	Phone _____	_____
Children(s) _____	_____	Cable T.V. _____	_____
Partner's _____	_____	Repairs and Maintenance _____	_____
Investment Income _____	_____	Other _____	_____
Rental Income _____	_____	<u>Transportation</u>	_____
RRSP Income _____	_____	Public transit taxis, etc. _____	_____
Taxable amount of dividends from _____	_____	Car operation, gas and oil _____	_____
taxable Canadian corporations _____	_____	Insurance and license _____	_____
Net Business Income _____	_____	Maintenance _____	_____
Net Professional Income _____	_____	<u>Personal</u>	_____
Net Fishing Income _____	_____	Clothing _____	_____
Net Farming Income _____	_____	Laundry and dry cleaning _____	_____
Net Federal Supplements _____	_____	Personal care, toiletries _____	_____
Other: (specify) _____	_____	Alcohol and tobacco _____	_____
_____	_____	Entertainment/Recreation _____	_____
_____	_____	Vacation _____	_____
Total Monthly Income: _____	\$ _____	Life Insurance _____	_____
Convert to annual amount (monthlyx12): _____	\$ _____	Health and Medical Insurance _____	_____
		Drugs _____	_____
		Dental care _____	_____



Justice and
Public Safety

Justice et
Sécurité publique



Maintenance Enforcement Program

1 Harbourside Access Road
PO Box 2290, Charlottetown
Prince Edward Island
Canada C1A 8C1

Programme d'application
des pensions alimentaires

1, chemin d'accès Harbourside
C.P. 2290, Charlottetown
Île-du-Prince-Édouard
Canada C1A 8C1

Adjustments to Income for Child Support (Monthly)		<u>Child Care</u>	
Employment Expenses	_____	Babysitting (day care)	_____
Union Dues	_____	Children's allowance/gifts	_____
Professional Dues	_____	School fees, books, etc.	_____
Other Schedule 3 Expenses (please specify)	_____	Extracurricular activities	_____
_____	_____	Child support payments	_____
Child support received and included above	_____	Other: _____	_____
Support for a dependant other than a child	_____	<u>Financial</u>	
received from the other parent and	_____	Income Tax	_____
included in income above	_____	Pension contributions/RSPs	_____
Difference between taxable and actual	_____	Life Insurance	_____
Dividends from taxable Canadian	_____	Group Health Insurance	_____
corporations	_____	Loan payments	_____
Business investment losses	_____	<u>Other</u>	
Allowable carrying charges	_____	Support payments to other relatives	_____
Total monthly adjustments	_____	Savings for future	_____
Convert to annual amount (x 12)	_____	Other: _____	_____
Annual income for child support		Total Monthly Expenses:	
Guidelines calculation	\$ _____		\$ _____

SWORN TO before me at _____,
Prince Edward Island, this ___ day of _____, 20___,

A COMMISSIONER FOR TAKING AFFIDAVITS

Signature of Payor