

**GROUP AGREEMENT**

**BETWEEN**

**THE MINISTER OF HEALTH AND SOCIAL SERVICES  
HEREINAFTER REFERRED TO AS "THE MINISTER"**

**AND**

**THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET  
DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC (FFARIQ)  
ON BEHALF OF THE INCLUDED RESOURCE  
ASSOCIATIONS FOR CHILDREN**

**HEREINAFTER REFERRED TO AS "THE FEDERATION"**

Only the French version of this collective agreement is considered to be the official text.  
However, the collective agreement is translated into English.

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## **CHAPTER 1-0.00 GENERAL PROVISIONS**

### **1-1.00 Purpose of the Agreement**

#### **1-1.01**

The purpose of the agreement is to:

- a) establish and maintain orderly relations between the parties, the institutions and the resources referred to herein;
- b) state the provisions agreed upon in accordance with sections 32 and following of the *Act respecting the representation of family-type resources and certain intermediate resources and the negotiation process for their group agreements* (CQLR, c. R-24.0.2) (Act respecting the representation of resources).
- c) establish appropriate mechanisms for settling difficulties that may arise.

### **1-2.00 Definitions**

#### **1-2.01 Definitions**

For the purpose of the application of the agreement, unless the context indicates otherwise, the words, terms and expressions that have been given a specific meaning have the meaning respectively assigned to them.

#### **1-2.02 Base Year**

The period beginning on April 1 of one year and ending on March 31 of the following year.

#### **1-2.03 Association**

Any of the resource associations forming part of the grouping of associations constituted by the Federation, duly recognized as such in accordance with sections 3 and following of the *Act respecting the representation of resources*.

#### **1-2.04 Frame of Reference**

The 2014 Frame of Reference and subsequent amendments determined by the Minister concerning intermediate resources and family-type resources, within the meaning of the *Act respecting health services and social services* (R.S.Q., c. S-4.2) (AHSSS).

#### **1-2.05 Circular**

Any of the ministerial circulars governing intermediate resources and family-type resources within the meaning of the AHSSS.

#### **1-2.06 Spouses**

Persons:

- a) who are married to or in a civil union with each other and who cohabit;
- b) of opposite sex or the same sex and who have been living in a de facto union and are the father and mother of one and the same child;
- c) of opposite sex or the same sex who have been living in a de facto union for a period of not less than one year.

### **1-2.07 Agreement**

The present agreement constituting the group agreement negotiated and signed between the parties under sections 32 and following of the *Act respecting the representation of resources*.

### **1-2.08 Specific Agreement**

A specific agreement signed between a resource and an institution under section 55 of the *Act respecting the representation of resources*.

### **1-2.09 Institution**

A public institution within the meaning of the AHSSS.

### **1-2.10 Federation**

The Fédération des familles d'accueil et des ressources intermédiaires du Québec (FFARIQ) as a grouping of resource associations acting on behalf of the associations that belong to the grouping.

### **1-2.11 IR-FTR Registry**

The intermediate resources and family-type resources registry of the ministère de la Santé et des Services sociaux, which email address is as follows: CPNSSS\_greffe\_RIRTF@ssss.gouv.qc.ca.

### **1-2.12 Form**

Form for the determination and classification of support or assistance services appended to the *Regulation respecting the classification of services offered by an intermediate resource and a family-type resource* (CQLR, c. S-4.2, r. 3.1) (Regulation respecting classification).

### **1-2.13 Act respecting the representation of resources**

The *Act respecting the representation of family-type resources and certain intermediate resources and the negotiation process for their group agreements* (CQLR., c. R 24.0.2) (Act respecting the representation of resources).

### **1-2.14 AHSSS**

The *Act respecting Health Services and Social Services* (CQLR, c. S-4.2) (AHSSS).

### **1-2.15 Disagreement**

Any disagreement concerning the interpretation or the application of the agreement.

### **1-2.16 Ministère**

The ministère de la Santé et des Services sociaux.

### **1-2.17 Minister**

The Minister of Health and Social Services.

### **1-2.18 Parties**

The Minister and the Federation.

### **1-2.19 Regulation respecting classification**

The *Regulation respecting the classification of services offered by an intermediate resource and a family-type resource* (CQLR, c. S-4.2, r. 3.1). (*Regulation respecting the classification*).

### **1-2.20 Resource**

A family-type resource or an intermediate resource within the meaning of the AHSSS and to which the Act respecting the representation of resources applies.

### **1-2.21 User**

Any individual designated as such within the meaning of the AHSSS.

## **1-3.00 Fundamental Principles**

### **1-3.01**

The fundamental principles are basic rules demonstrating essential values; their purpose is to guide the parties, associations, institutions, and resources in the exercise of their functions, powers and responsibilities.

### **1-3.02**

Through their representatives, the parties, associations, institutions and resources declare that, in their relations, they favor fairness, good faith and a partnership spirit, as well as the values of humanism, dignity, respect, integrity, trust, commitment and simplicity. To that end, the parties shall act with diligence and in compliance with the law, applicable regulations and the agreement. Partnership is the active participation of the stakeholders concerned in pooling their efforts in order to achieve an objective in which they have an interest or motivation, given their respective roles and responsibilities.

### **1-3.03**

The parties, associations, institutions and resources recognize the primacy of the users' needs. Therefore, the conditions under which the services are provided by the resource must be such that the user may benefit from services that are of the best quality possible and which the institutions and resources are obligated to provide to him or her.

### **1-3.04**

The users' welfare is a shared responsibility that is exercised in a spirit of partnership by promoting joint action and cooperation between the institution and the resource, in keeping with the contractual commitments, roles and responsibilities of each party.

The resource cooperates in establishing and maintaining an effective and efficient organization of services that is rooted in an integrated culture of quality.

The institution recognizes the family nature of the resource and its autonomy in the respect of the services to be provided to the users as provided for in the Regulation respecting classification, which makes it possible to offer users living conditions that promote a parental type of relationship in a family context.

### **1-3.05**

The resource is accountable for the quality of the living environment and for the support and assistance services it provides to the users. It participates in maintaining or integrating the users into the community by providing them with a stable living environment that is adapted to their needs, by providing the support and assistance services required by their condition, and by ensuring their protection.

### **1-3.06**

The institution is accountable for the quality of all of the services provided to the users

### **1-3.07**

Parties, associations and institutions recognize the importance of the resources' contribution to the carrying out of the institutions' mission.

### **1-3.08**

The resource chooses the appropriate measures to carry out its provision of services in compliance with applicable laws and regulations, practices, accepted standards, the Frame of Reference and the provisions of the agreement and specific agreement.

Where its provision of services is concerned, the resource may require various support, help or accompaniment measures from competent individuals or organizations. The institution cooperates with the resource in this respect.

### **1-3.09**

The resource may sign a specific agreement as a resource with another institution.

The person in charge of the resource may carry out a professional activity outside the resource as long as this does not prevent them from fulfilling their obligations as a resource.

When the person in charge wishes to carry out a professional activity within the resource, they must obtain prior authorization from the institution. In the case of a refusal, the institution provides the reason(s) to the resource in writing.

Only an incompatibility of the professional activity of the resource with the services to be provided according to the needs of a user can be a reason for refusal.

## **1-4.00 Blame**

### **1-4.01**

The institution must communicate in writing any blame, within 90 days of the institution's knowledge of the facts leading to the blame. The reproach relates to the conduct of the resource and is not related to the services to be rendered to the user.

This time limit does not apply when the institution's knowledge of the facts has led to the filing of a report with the Director of Youth Protection or a complaint with a competent authority.

#### **1-4.02**

The blame, as defined in clause 1-4.01, shall be removed from the resource's file one year after it is issued. If a subsequent blame of the same nature is filed, the withdrawal period is reinstated.

#### **1-5.00 Coverage**

##### **1-5.01**

The agreement applies to all of the resources governed by the *Act respecting the representation of resources* and included in the representation unit relating to the recognition granted to any of the associations part of the grouping of associations formed by the Federation.

##### **1-5.02**

The associations referred to in this clause and to which the agreement applies are listed in Appendix I.

##### **1-5.03**

The agreement is binding on all the institutions to which these resources are attached.

##### **1-5.04**

The agreement does not apply to persons that the resource may hire directly as temporary help or substitutes.

##### **1-5.05**

No amendments may be made to the agreement without the written consent of the Minister and the Federation.

#### **1-6.00 Recognition**

##### **1-6.01**

The associations mentioned in Appendix I have been recognized by the Tribunal administratif du travail as children resource associations, in accordance with sections 3 and following of the *Act respecting the representation of resources*. With this recognition, the Minister acknowledges each association as the exclusive representative of the resources included in the representation unit.

##### **1-6.02**

The parties and the associations recognize the powers and responsibilities granted by legislative or regulatory provisions to the Minister or an institution; in addition, they recognize that these powers and responsibilities cannot be restricted or altered in any way, either in the agreement, through its application or its interpretation, or by any person, including an arbitrator, a court of justice or an administrative or quasi-judicial tribunal.

## **1-7.00 Representation, Associative Life and Concerted Action**

### **Representation**

#### **1-7.01**

The Federation, in accordance with section 32 of the Act respecting the representation of resources, constitutes a grouping of recognized associations and represents those associations for the purpose of applying and negotiating the agreement.

#### **1-7.02**

The association represents the resources included in the representation unit. The association has the following rights and powers:

- a) to defend and promote the economic, social, moral and professional interests of the resources;
- b) to cooperate with any organization pursuing similar interests;
- c) to conduct research and studies on any matter likely to have consequences on the economic and social conditions of the resources;
- d) to determine the amount of dues payable by the resources;
- e) to negotiate and enter into a group agreement, in accordance with the Act respecting the representation of resources <sup>1</sup>.

#### **1-7.03**

The Federation informs the Minister of the name and main responsibilities of its representatives; the same applies to the association with regard to the institution as concerns the name and main responsibilities of its representatives.

#### **1-7.04**

The duties of the Federation's representatives are, among others, to participate in the Comité national de concertation et de suivi de l'entente (National Committee on concerted action and agreement monitoring) (article 7-2.00).

#### **1-7.05**

The duties of the association's representatives are, among others, to represent the resources within the framework of chapter 6-0.00, to participate in the local committee on concerted action (article 7-1.00) and in the local committee on continuing training and professional development (7-3.00).

#### **1-7.06**

The institution updates the list of resources represented by the Federation and sends it to the Federation monthly. This list contains the information necessary to validate the calculation of the fees deducted and the following information: name of the person(s) in charge of the resource, address and telephone number, the number of recognized places, the number of places occupied, the e-mail address of the respondent(s), the date of the beginning of activities and, if applicable, the date of cessation of activities.

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<sup>1</sup> In this case, in accordance with clause 1-6.01, the agreement was negotiated and concluded by the Federation in its capacity as a grouping of associations acting on behalf of the associations that belong to the grouping.

**1-7.07**

In its capacity as the exclusive representative of the resources included in the representation unit, the Federation is responsible for determining the membership conditions applicable to the resources who wish to join the Federation during the period covered by the agreement.

**1-7.08**

The institution must send the Federation the contact information of all new resources as quickly as possible, not later than 14 days after having signed the specific agreement.

**1-7.09**

In consideration of the services offered to the resources that it represents, the Federation notifies the Minister of the amount it has set as dues and of any subsequent modification.

Within 30 days after receiving such notification, the amount of the dues is withheld from the remuneration paid to the resource. The total amount of the dues withheld is remitted to the Federation each month, as well as a list indicating, for each resource, the amount of dues withheld and the total remuneration. This remittal is normally made on the 15th day following the deduction of the dues.

**Associative Life and Concerted Action Activities****1-7.10**

The resources participate in associative life and the various activities for concerted action. These activities must be carried out in accordance with the Act respecting the representation of resources.

**1-7.11**

The Federation has at its disposal an annual allowance equivalent to \$60 per resource included in the representation unit, which is provided by the Minister for activities related to associative life and to concerted action.

The computation of the allowance is made on March 31 of each base year. The allowance is paid at the latest on June 1 of each year.

### **1-7.12**

The parties recognize the importance of the associative role of the association's representatives with the resources and their ability to exercise their rights without fear of sanction.

A resource cannot be sanctioned for legally exercising a right under the Act respecting the representation of resources or this group agreement.

### **1-7.13**

The resource that so requests has the right to be accompanied by no more than two representatives of the association or the Federation, while the number of representatives of the institution may not exceed three, during a meeting convened by the institution or its representative and which is not related to the condition of a user or the care and services to be determined or provided to the user, except for situations already explicitly provided for in the agreement and its information section.

In order to respect the rights of users and resources with regard to the protection of personal information, the representative is subject to the same confidentiality requirements concerning users as the resource itself.

### **1-7.14**

A resource that considers to be experiencing harassment, incivility or violence may use the mechanisms provided for in the institution's Policy on the promotion of civility and prevention of harassment and violence.

## **1-8.00 Specific Agreement**

### **1-8.01**

The signing of a specific agreement under section 55 of the *Act respecting the representation of resources* falls within the sole competence of the institution and the resource.

### **1-8.02**

Letter of Understanding B respecting the specific agreement applies, including the reciprocal obligation of institutions and resources to fully comply with the specific agreement template set out therein.

**2-1.00    Statement of Certain Responsibilities of the Institution**

**2-1.01**

The following responsibilities rest on the institution:

- a) to pay the resource the remuneration and compensation payable in accordance with chapter 3-0.00 of the agreement;
- b) to inform and provide a copy of the policies, directives or procedures applicable to the resource with regard to the provision of services from the resource, including the one related to psychological harassment and civility, and ensure compliance with them. The content of these policies, directives or procedures must be consistent with the agreement.
- c) notify the resource of any new and updated applicable policies, guidelines or procedures, with a copy of the relevant documents, after discussing them with the association at a local committee meeting and providing a copy to the association and the resource;
- d) to give the resource a copy of the ethics code that the institution must implement in accordance with the AHSSS, where applicable;
- e) in accordance with the Regulation respecting classification, and to the extent and in the manner provided for in that Regulation, the institution must provide the resource with a summary of the information required to take charge of the user.

However, any information essential to the immediate maintenance of the user's integrity must be communicated by the institution to the resource before or simultaneously with the user's arrival at the resource;

- f) to collaborate with the resource in finding means aimed at implementing the user's specific support and assistance services, provided for in the Regulation respecting classification, and in attaining the objectives pursued;
- g) to promote the consultation of the resource when collecting information aimed at developing or revising the intervention plan;
- h) to inform and provide a copy to the resource of the emergency procedures to be followed when faced with difficulties concerning a user and that may require other outside interventions and, when necessary, proceed with the interventions deemed appropriate by the institution, under the circumstances, including the transfer of the user;
- i) to assist, support and accompany the resource in the event of damage caused by an unforeseen and sudden event, when such damage would compromise the continued provision of services to users;
- j) to respond in writing as soon as possible to any request made by the resource, in writing, such as a request for authorization or a request requiring a decision by the institution. Similarly, the resource may make a verbal request for clarification following a written decision by the institution, and the institution undertakes to respond verbally;
- k) to identify, under each descriptor included in Division 2, Part 2 of the *Regulation respecting classification*, the specific support or assistance services to be provided by the resource, as set out in the said Regulation;

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2. The following statements may not be constructed in a manner that limits, in any way, the application of legislative and regulatory provisions, in particular the *Regulation respecting classification*.

- l) to specify, where applicable, in collaboration with the resource and in the manner set out in the Form, the specific support or assistance services identified under the first paragraph of section 4 of the *Regulation respecting classification*;
- m) to make, as soon as possible, the required corrections to the classification instrument following any change in the condition of a user requiring a modification to the services to be offered by the resource or to the details of these services, as provided for in the Regulation respecting classification;
- n) following the user's departure, ensure that the user's personal belongings are recovered within a maximum period of 15 days unless otherwise agreed upon by the resource and the institution;
- o) to give the resource the list of the user's belongings and assets established at the end of the placement in the previous resource, if such a list exists;
- p) to verify the user's personal expense allowance records twice a year or as required by its policy. The institution representative signs the record certifying that no significant discrepancies were found;
- q) to consult with the resource in a timely manner in the development of the entry/exit schedule for each user of the resource, as well as any required changes to that schedule
- r) in addition to a situation that could compromise the health and safety of the user, ensure the presence of the resource at the arrival and departure of the user, unless agreed upon by the resource and the institution.

### **2-1.02**

An employee, representative or mandatary of the institution who wishes to proceed with a visit of the resource, must do so with civility, and usually upon having made an appointment with the resource.

If a visit is conducted without an appointment, the institution must inform the resource of the reason for doing so.

When it comes to meeting with the resource respondent(s), any employee or representative or agent of the institution must make an appointment, except where specifically provided for by law.

### **2-1.03**

The institution allows the resource to consult the personal file that it keeps in relation to the resource, according to the Frame of Reference, after the resource has presented a request to that effect to a representative of the institution.

This right is exercised by consulting the file on site at a time agreed upon by the resource and the institution, within no more than 30 days from the date of the request, unless otherwise agreed upon by the parties. The resource may obtain, once every year and without charge, a copy of the documents contained in its file, within the same time period.

In the case of an administrative inquiry, a disagreement or a dispute, the resource may obtain, without cost, an update of its file, including any new elements added to it since the resource's last application.

This provision does not, in any way, limit the rights of the parties under the *Act respecting Access to documents held by public bodies and the Protection of personal information* (CQLR, c. A-2.1) or any other applicable statute.

The institution takes the necessary measures to ensure the protection of the personal information it holds on the resource, in accordance with its legal obligations.

In the case of termination of the agreement, at the request of the resource, the institution has 90 days to provide the resource with an updated copy of its file.

#### **2-1.04**

The institution and the resource may communicate by conventional means, in particular, by telephone, fax, post or email, etc.

The institution must provide the resource with the information allowing the resource to reach by various means the representatives of the institution that who are relevant to its provision of services.

#### **2-1.05**

When the resource makes a pre-authorization request in writing, the institution must respond in writing as soon as possible.

### **2-2.00 Statement of Certain Responsibilities Relating to the Placement and Transfer of a User**

#### **2-2.01**

The decisions relating to the placement and transfer of a user falls under the purview of the institution.

The institution must, within the scope of its matching and pairing activities for the purpose of placing a user in a resource, analyze the projected effects the user's integration there will have and see to it that such an integration is not likely to upset the balance of the living environment within the resource, in particular taking into account any risks to the health, safety or physical or psychological integrity of the resource, the other users present in the resource and, if applicable, the other persons living in the resource. This provision shall not limit the scope of the provisions of the Frame of reference.

#### **2-2.02**

The resource is responsible for receiving any user referred to it by the institution in accordance with its specific agreement and this agreement, except for the reasons provided for in clause 2-2.03, except in the case of exceptional circumstances affecting the availability of the place.

#### **2-2.03**

The institution diligently handles the resource's refusal to accept a user, in the following cases:

- a) when the resource no longer feels able to provide the user with the services required by the condition of the user concerned by the request;
- b) when the resource considers that a user's presence or the services required by a user could compromise the services to be provided to another user, as set out in the user's Form;
- c) when the resource has reasonable grounds to believe that the user exposes the resource or other persons living in the resource to danger to their health, safety or physical or psychological integrity.

#### **2-2.04**

The institution shall process diligently the resource's request to move a user in the cases provided for in clause 2-2.03.

The institution's decision regarding such a request shall be made diligently and communicated in writing to the resource at the latest within 30 days of the resource's request to transfer a user.

When relocation is deemed necessary, in the interest of a user or the resource, the institution proceeds with the relocation of the user who is the subject of the request, as soon as possible, in accordance with all of the institution's professional follow-up activities towards the user.

While waiting for the user to be relocated in accordance with 2-2.03 a) and b), the institution shall put in place the measures it deems appropriate to provide assistance, support and accompaniment in the best interest of the user, the other users and the resource.

When applying 2-2.03 c), when the resource has reasonable grounds to believe that the user exposes them or other persons living in the resource to a danger to their health, safety or physical or psychological integrity, the institution shall immediately put in place, as soon as the request is made, the appropriate measures of assistance, support, protection and accompaniment in the best interest of the user, the resource or the persons living in the resource.

### **2-3.00 Statement of Certain Responsibilities of the Resource<sup>3</sup>**

#### **2-3.01**

As a provider of services<sup>4</sup>, the resource must provide quality services in the best interest of the user; it must act in accordance with past practices and accepted standards, favoring accepted practices while ensuring its compliance with applicable legislative or regulatory provisions, as well as with the provisions of the agreement.

#### **2-3.02**

The resource must take on the obligations, roles and responsibilities of a resource. It must, among others, offer the support or assistance services common to all, provided for in Part 1 of the Form, as well as the specific support or assistance services determined by the institution in Part 2 of the Form, as provided for in the Regulation respecting the classification of services offered by an intermediate resource and a family-type resource.

#### **2-3.03**

In particular, the following responsibilities rest on the resource<sup>5</sup>:

- a) to comply with the fundamental principles set out in the agreement, as well as with the policies, directives or procedures of the institution applicable with regard to its provision of services;

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<sup>3</sup>. The following statements may not be construed in a manner which limits, in any way, the application of laws and regulations, notably the Regulation respecting classification

<sup>4</sup> The resource is a service provider within the meaning of the provisions of the Civil Code of Québec governing contracts for services (sections 2098 et seq.).

<sup>5</sup> The Frame of reference gives further details concerning certain statements contained in this clause.

- b) To provide the user with a room, preferably individual, as well as to share with the users common rooms such as the kitchen, the dining room and the living room;
- c) to make available to the user the basic articles regarding personal hygiene, as well as basic pharmaceutical products, subject to the applicable legislative provisions;
- d) to ensure proper maintenance and upkeep of the access facilities for the handicapped, when required, while complying with the standards issued by municipal by-laws and by any other legislative or regulatory provision that may apply;
- e) to inform the institution, as soon as possible, of any unusual absence on the part of the user (flight, hospitalization, unexpected departure, non-return from an authorized absence, etc.);
- f) to welcome, at reasonable hours, the people who are important to the user and facilitate relations between them unless otherwise indicated by the institution. Such welcoming of persons must be carried out in accordance with the terms established by the institution and the resource, taking into account the impact on the living environment of the resource, the interest of the child, without affecting the quality of the services offered to the other users, in compliance with clauses 1-3.03 and 1-3.05. This responsibility does not entail the obligation for the resource to feed or lodge such persons;
- g) after a user's final departure, to remit all the information concerning the user to the institution and preserve the confidentiality of such information and retain no such information relating to the user.

The institution confirms receipt in writing of the documents received from the resource.

- h) after a user's departure, to send the user's belongings and assets back to the user, the user's representative or the institution, as applicable. The resource provides a list of these belongings and assets to the institution, which acknowledges receipt of the list in writing.

#### **2-3.04**

The resource may call on other people to carry out its provision of services, but must nonetheless maintain the control and responsibility thereof; where applicable, the resource hires qualified person, meaning individual that have the skills and attitudes required to meet the needs of the users.

#### **2-3.05**

When the person responsible for a resource calls on the services of qualified person, he or she must inform the institution of the measures taken to allow him or her to maintain control over and responsibility for the provision of services during his or her absence.

In all cases, the person responsible for the resource must provide the qualified replacement and the institution a phone number at which he or she can be reached at all times.

### **2-3.06**

The resource must abstain from lodging people other than those who are entrusted to its care by the institution, unless otherwise agreed upon between the institution and the resource.

However, the institution cannot, without good reason, withhold from the resource its authorization to allow the lodging of persons who are important to the resource.

## **2-4.00 Administrative Inquiry**

### **2-4.01**

Within 90 days of the institution's knowledge of the facts, the institution may conduct an administrative inquiry, when it considers that the health, safety, bodily integrity or welfare of one or more users may be compromised.

### **2-4.02**

As soon as the inquiry is launched, the resource must be sent a written notice informing it:

1. of the detailed reasons for the inquiry;
2. of its right to be heard and to make the appropriate representations accompanied, if it so wishes, by one or two representatives of the association.

Notice of the administrative investigation must be given simultaneously to the association. Such a notice must not include the detailed reasons for the inquiry.

The convening of a meeting with the representatives of the institution must, for accompaniment and preparation purposes, take into account the availability of the association's representatives and do so in a context of diligence as provided for in clause 2-4.04.

### **2-4.03**

The resource must have the opportunity, during the course of the inquiry, to be heard during a meeting with the institution and to make the appropriate representations, accompanied, if it so desires, by one or two representatives of the association.

The institution also undertakes to set out in writing, for the resource, any new reason invoked as it is raised during the course of the inquiry.

The resource may also make appropriate representations, in writing, within 7 days of meeting with the institution. The institution's decision cannot be rendered before the expiration of this period.

The institution must, before making a decision regarding one of the situations described in clause 4c) of Letter of Understanding B, send a 10-day notice to the resource and the association, so that they may send the institution any relevant observations. Such a notice must be sent within the 30-day time period mentioned in clause 2-4.04 and failure to do so shall constitute grounds causing the time limit to be exceeded.

### **2-4.04**

The inquiry must be conducted with diligence, integrity and respect, and usually within 30 days from the time the resource is informed that an inquiry is to be held, unless there are extraordinary circumstances. In such cases, the institution informs the resource in writing of the grounds causing the time limit to be exceeded and informs the association of the same.

In all circumstances, the association and the institution may agree on other time limits.

**2-4.05**

During the inquiry, the institution may remove one or more users from the resource, with or without remuneration, depending on what the institution deems appropriate under the circumstances. However, the resource shall continue to receive the daily allowance for the fixed costs of reasonable operating expenses for the overall number of recognized places, as provided for in clause 3-7.02. The institution cannot require the reimbursement of such fixed costs.

**2-4.06**

When a user is removed, the reasons of the removal are communicated to the resource in writing, with a copy to the association. The receipt or the signature of the written document by the resource, where applicable, confirms that the resource is cognizant of the document and does not in any manner constitute an admission or acknowledgment on behalf of the resource.

**2-4.07**

If, following the administrative inquiry, the institution finds that the fears giving rise to the inquiry were unfounded, it must, within the matching and pairing process aimed at entrusting new users to the resource, treat the resource on the same basis as any other resource, as if the administrative inquiry had not taken place. If users were removed, the resource must be remunerated as if the removal of the user or users had not taken place, for the period during which the users were removed.

After the administrative inquiry is concluded, the resource continues its provision of services and its unoccupied places are to be considered available from the date of the institution's decision.

If a transferred user's placement back within the resource is possible and indicated, according to the institution's evaluation, the placement may be prioritized.

**2-4.08**

The institution communicates the final findings, with reasons, of the inquiry in writing to the resource and the association.

If the institution concludes that the grounds giving rise to the administrative inquiry are unfounded, it drafts a document to attest to that fact. Such a document must be sent to the resource and to its association, and added to the resource's file. The unfounded grounds may not be later invoked against the resource, unless there are new facts in relation to the administrative inquiry.

## **CHAPITRE 3-0.00 REMUNERATION**

### **3-1.00 Definitions**

#### **3-1.01**

For the purpose of the application of the agreement and in particular for the application of this chapter, unless the context indicates otherwise, the words, terms and expressions that have been given a specific meaning hereafter have the meaning respectively assigned to them:

#### **a) temporary absence of the user**

temporary period of a day or more, during which the user referred to the resource does not lodge at the resource on planned days of continuous or intermittent placement;

#### **b) recognized place**

a place recognized unto the resource in the specific agreement. A recognized place may be available or non-available;

#### **c) available place**

a recognized place is considered available if it allows the institution to refer a new user. The resource and the institution agree to use the form attached to the Letter of Understanding C to express limited availability or irregular availability, or a period of non-availability of an unoccupied place, if applicable.

#### **d) occupied place**

a recognized place is considered occupied from the moment the resource receives a user referred to it by the institution until the moment the placement is ended, at the user's final departure.

The place remains occupied until the user's property has been moved in accordance with Section 2-1.01(n).

#### **e) placement**

act, by an institution, of entrusting a user to an available recognized place within the resource; a placement may be continuous or intermittent.

### **3-2.00 Components of the Remuneration for Services<sup>6</sup>**

#### **3-2.01**

The resource's remuneration is constituted of a number of components:

- a) a daily rate per user associated with the level of services required, as set out in the remuneration scale relating to support or assistance appearing in article 3-3.00, subject to the adjustment by reason of the particular income tax status of the resource, in accordance with clauses 3-3.10;
- b) a monetary compensation that is added to the rate mentioned in paragraph a), in accordance with article 3-4.00;
- c) an amount aimed at giving access to certain services related to retirement benefits that are added to the sums obtained by the application of articles 3-3.00 and 3-4.00, in accordance with article 3-5.00;
- d) certain financial compensations that are also added to the sums obtained by the application of articles 3-3.00 and 3-4.00, in accordance with article 3-6.00;

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<sup>6</sup> See Appendix II: Illustration of the parameters set out in section 34 of the *Act respecting the representation of resources*.

- e) an allowance for reasonable operating expenses that is added to the components set out in the aforementioned paragraphs a) to d), in accordance with article 3-7.00.

### **3-3.00 Remuneration Scale Regarding Support or Assistance**

#### **3-3.01**

Compliance with ministerial orientations and the following principles is fundamental with regards to the remuneration of services:

- a) the establishing of a daily rate per user must be based on the intensity of services required;
- b) the remuneration scale provided for in clause 3-3.06 must be uniformly applied to all resources;
- c) the particular income tax status of the resource must be taken into account.

#### **3-3.02**

The rules regarding the classification of support or assistance services are established by the Minister under section 303 of the AHSSS and appear in the Regulation respecting classification.

#### **3-3.03**

The Regulation respecting classification sets out 6 service levels based on the degree of support or assistance required by the users.

#### **3-3.04**

It is the institution's responsibility to determine the level of services required by each user, in accordance with the Regulation respecting classification.

#### **3-3.05**

Despite any provision to the contrary, the application of the Regulation respecting classification, including the application of the Form, cannot be subject to proceedings of any kind, including the arbitration procedure provided for in article 6-3.00.

However, the classification review procedure set out in Letter of Understanding No. 1 does apply.

#### **3-3.06**

The remuneration scale regarding support or assistance, established on the basis of the service level required, is as follows<sup>7</sup>:

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<sup>7</sup> It is understood that, in accordance with the Act respecting the representation of resources, the component of the remuneration related to support or assistance services provided for in clause 3-3.06 is established on the basis of the remuneration of the health and social services auxiliary, which is subject to the agreements on salary parameters reached at the Quebec Government's intersectoral table. Clauses 3-3.07, 3-3.11, 3-5.03 and 3-8.12 will be adjusted accordingly. These rates of pay take into account all the increases described in clause 3-3.08 for the periods indicated.

Levels of services	Daily rate per user			
	2020-04-01 to 2021-03-31	2021-04-01 to 2021-07-01	2021-07-02 to 2022-03-31	2022-04-01 to 2023-03-31
Level 1 services	\$38,42	\$39,19	\$42,14	\$42,98
Level 2 services	\$48,03	\$49,00	\$52,68	\$53,74
Level 3 services	\$57,63	\$58,79	\$63,21	\$64,47
Level 4 services	\$67,24	\$68,60	\$73,75	\$75,23
Level 5 services	\$76,84	\$78,39	\$84,28	\$85,96
Level 6 services	\$86,45	\$88,20	\$94,82	\$96,72

### 3-3.07

Despite clause 3-3.06, the daily rate for the first 60 days<sup>8</sup> following the arrival of a new user is established as follows:

Daily rate per user			
2020-04-01 to 2021-03-31	2021-04-01 to 2021-07-01	2021-07-02 to 2022-03-31	2022-04-01 to 2023-03-31
\$52,75	\$53,81	\$57,85	\$59,01

However, the following provisions apply:

- When the services to be rendered to the user are known to the institution: automatically apply levels 3, 4, 5 and 6 as determined in accordance with the Form for determination and classification in relation to his or her previous placement in IR-FTR. Subsequently, the institution determines, with the resource, the classification of services in accordance with section 6 of the Regulation;
- When classifying a new user: apply retroactively to his or her arrival the Form for determination and classification when the level of support or assistance services required corresponds to level 3, 4, 5 or 6.

### 3-3.08 Increases, additional fees and lump sums

The daily rates provided for in clauses 3-3.06 and 3-3.07 are subject to increases and effective dates to be determined in accordance with the general parameters for salary increases agreed upon at the Intersectoral Table, including any lump sums or additional remuneration that may result.

Any retroactive payment that may be applicable from the increase in rates related to the planned support or assistance pay scale will be paid within 90 days of the effective date(s) determined in accordance with the provisions to be agreed upon at the Intersectoral Table. However, lump sums and any additional compensation may only be paid when such arrangements are agreed to at the Intersectoral Table within 90 days.

Notwithstanding the foregoing paragraphs, the following minimum increases are applicable on the effective dates provided below:

<sup>8</sup> The 60-day time period is applicable, irrespective of the nature of the placement.

General salary increase parameters	2020-04-01 to 2021-03-31	2021-04-01 to 2022-03-31	2022-04-01 to 2023-03-31
Salary parameters	2 % trailer*	2 % trailer*	2 % trailer*
Salary Management		7,52 % retroactive to the signing date of the agreement in principle, July 2, 2021 and trailer clause*.	
* Trailer according to the Inter-sectoral Table of Similar Employment.			

### 3-3.09

The resource's monthly remuneration for support or assistance is obtained by computing the total of the daily rates of remuneration for each user it lodges, by application of clauses 3-3.06 and 3-3.07, based on the number of placement days during the month.

### Adjustment Due to the Resource's Particular Income Tax Status

#### 3-3.10

In consideration of the fact that the resource is not subject to income tax, an adjustment is made on the monthly remuneration, in accordance with the adjustment table provided in Appendix III.

#### 3-3.11

No adjustment is made for the portion of the resource's monthly remuneration relating to support or assistance that exceeds the amounts appearing in the following table:

Base Year	From 2020-04-01 to 2021-03-31	From 2021-04-01 to 2021-07-01	From 2021-07-02 to 2022-03-31 <sup>9</sup>	From 2022-04-01 to 2023-03-31
Monthly Remuneration	\$10 518,24	\$10 730,39	\$11 536,59	\$11 767,60
Maximum adjustment	\$3 544,65	\$3 648,33	\$4 037,80	\$3 942,15

Consequently, the maximum adjustment for each month cannot exceed the amounts shown above.

#### 3-3.12

The amounts set out in clause 3-3.11 will be increased accordingly in the event that the remuneration scale for support or assistance is increased following the application of clause 3-3.08.

<sup>9</sup> Effective the 1st of the month following the date of signing of this agreement, the maximum adjustment amount is revised to \$3,830.15.

### 3-4.00 Monetary Compensation

#### 3-4.01

In accordance with section 34 of the *Act respecting the representation of resources*, an integrated, overall percentage of 10.1% stands in lieu of monetary compensation for days of leave equivalent to those paid under and described in sections 60, 67, 68, 69, 80, 81, and 81.1 of, the *Act respecting labour standards* (CQLR, c. N-1.1) and the *National Holiday Act* (CQLR, c. F-1.1).

#### 3-4.02

The monetary compensation is calculated on the resource's monthly remuneration, defined in clauses 3-3.06 and 3-3.07, following the adjustment provided for in clauses 3-3.11 and 3-3.12, and by multiplying the adjusted remuneration by 10.1%.

#### 3-4.03

The monetary compensation is paid monthly.

### 3-5.00 Amount Aimed at Giving Access to Certain Services Related to Retirement Benefits

#### 3-5.01

In accordance with section 33 of the *Act respecting the representation of resources*, the resource receives an amount for certain services corresponding to its needs in relation to retirement benefits.

#### 3-5.02

This amount is calculated monthly on the amount due to the resource by application of articles 3-3.00 and 3-4.00, by multiplying that amount by a percentage of 6.85%.

#### 3-5.03

Despite clause 3-5.02, the 6.85% percentage cannot be calculated on the portion of the annual remuneration of the resource arrived at by application of articles 3-3.00 and 3-4.00, that exceeds the amounts appearing hereunder, depending on whether the resource is constituted of one or two persons responsible:

	2020-04-01 to 2021-03-31	2021-04-01 to 2021-07-01	2021-07-02 to 22-03-31	2022-04-01 to 2023-03-31
1 person responsible	\$54 615	\$55 707	\$59 896	\$61 094
2 persons responsible	\$95 608	\$97 520	\$104 854	\$106 951

#### 3-5.04

The amount to which the resource is entitled under this article is paid annually on January 15 of each year.

### **3-5.05**

The amounts mentioned in clause 3-5.03 will be increased accordingly in the event that the remuneration scale for support and assistance is increased following the application of clause 3-3.08.

## **3-6.00 Financial Compensation**

### **3-6.01**

The resource is entitled, in accordance with section 34 of the Act respecting the representation of resources, to the following financial compensation:

- a) financial compensation to offset the difference between the rate of the premium or contribution applicable to the resource, as a self-employed worker, under the plans established by the Act respecting parental insurance (CQLR, c. A-29.011) and the Act respecting the Québec Pension Plan (CQLR, c. R-9), and the rates applicable to an employee or a salaried worker, whichever the case may be, under those plans;
- b) financial compensation so that a resource may enjoy coverage under the Act respecting industrial accidents and occupational diseases (CQLR, c. A-3.001).

### **3-6.02**

The resource must take part in the Québec Pension Plan (QPP) and the Québec Parental Insurance Plan (QPIP), and, as an example, the following financial compensation applied in 2021:

- a) For the QPP

The lesser of \$61,600 (maximum pensionable earnings) and the resource's annual remuneration, obtained in application of articles 3-3.00 and 3-4.00, minus \$3,500 (basic exemption), and multiplied by (11.80% - 5.90%) (rate for a self-employed worker – rate of an employee), which is applicable in the case of a single person responsible. When there are two persons responsible, the calculation scale is applied by dividing up the resource's annual remuneration, obtained by application of articles 3-3.00 and 3-4.00, equally between the persons responsible.

- b) For the QPIP

The lesser of \$83,500 (maximum insurable earnings) and the resource's annual remuneration, obtained in application of articles 3-3.00 and 3-4.00, multiplied by (0.878%-0.494%) (rate for a self-employed worker – rate for an employee), which is applicable in the case of a single person responsible. When there are two persons responsible, the calculation scale is applied by dividing up the resource's annual remuneration, obtained by application of articles 3-3.00 and 3-4.00, equally between the persons responsible.

- c) The financial compensation to which the resource is entitled under the QPP and QPIP is paid once per year on January 15.

### **3-6.03 Optional Plan of the Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST)**

For the resource that wishes to take part in the optional plan of the CNESST, the financial compensation allowing him or her to enjoy the coverage granted by the Act respecting industrial accidents and occupational diseases (CQLR, c. A-3.001) is equivalent to the reimbursement of the billing issued by the CNESST to a resource that has taken out personal coverage, up to the

maximum allowed according to the equivalency grid of the resource's net remuneration, including administration costs.

#### **3-6.04**

On the request of a resource that provides the required documents, the institution issues a cheque made out to the CNESST and to the resource to serve as financial compensation.

#### **3-6.05**

A resource that ends its personal coverage within the optional plan of the CNESST during a fiscal year consents to the CNESST reimbursing the institution for the over-billed amount.

### **3-7.00 Reasonable Operating Expenses**

#### **3-7.01**

In accordance with section 34 of the Act respecting the representation of resources, the resource is entitled to a daily allowance for the reasonable operating expenses incurred in relation to its provision of services.

#### **3-7.02**

This daily allowance is of \$28.21 per user, for each day of placement, as of April 1, 2021. The daily allowance includes a portion for the resource's fixed costs, set at 60%, and another portion for variable costs, set at 40%.

#### **3-7.03**

When a recognized place is available, only the portion of the allowance for fixed costs is payable to the resource for each day during which the recognized place is available.

#### **3-7.04**

The daily allowance is increased on January 1 of each year, based on the percentage appearing in the rate increase index of the Québec Pension Plan published by Québec.

### **3-8.00 Special Remuneration**

#### **Transportation Expenses**

#### **3-8.01**

The transportation expenses for which a resource may be reimbursed are the transportation expenses incurred for the user in an emergency medical situation or in the following cases:

- a) an appointment with a health or social services professional due to the specific personal condition of a user, excluding annual check-ups usually undergone by users;
- b) court-related matters (for example: police, courthouse, community service, etc.);
- c) visit with the biological family;
- d) integrating or continuing school or work (for example: taking the user to the daycare center to which he or she goes for clinical needs, taking the user to a meeting with a representative of the user's school if called in, transporting a user whose school transportation has been suspended so that the user is maintained in school, taking the user to his or her internship or

work, or to volunteering activities, accompanying the user to a meeting with his or her employer, etc.).

### **3-8.02**

The expenses must be previously authorized by the institution.

However, in medical emergency situations, the institution's authorization is replaced by an authorization or a certificate from a health and social services professional, which must be given to the institution as soon as possible.

### **3-8.03**

The institution is responsible for ensuring, before authorizing the reimbursement, that no other government program can be made to contribute, nor can the user or the user's parents if the user is a child.

### **3-8.04**

Where a resource is authorized to use his or her personal automobile for transportation in one of the situations set out in clause 3-8.01, the reimbursement of the transportation expenses is made in accordance with the terms and conditions set out in section 8 of the Directive sur les frais remboursables lors d'un déplacement et autres frais inhérents revised by CT 216155 of March 22, 2016, and its subsequent amendments.

The reimbursement of the other expenses incurred for transportation provided for in clause 3-8.01 (meals, parking, accommodations) must be in compliance with the aforementioned directive.

### **3-8.05**

The reimbursable transportation expenses must be set out in detail in the resource's monthly invoice, and include the supporting documents.

### **3-8.06**

Any other transportation expenses relating to services provided by a resource are included in the reasonable operating expenses that are compensated by the daily allowance set out in clause 3-7.02.

### **3-8.07**

The institution cannot require that the transportation provided for in this provision be made by the resource if it considers that it will likely diminish the quality of the services offered to the other users of the resource, subject to the Regulation respecting classification, including the Form.

In addition, the institution cannot require that the resource transport the user for visits related to the user's biological family.

## Reimbursement of User Accompaniment Expenses

### 3-8.08

The accompaniment expenses concerned are those incurred in a medical emergency situation or in one of the situations set out in clause 3-8.01 that requires a replacement by a competent person whom the resource must pay to carry out this replacement, in accordance with the terms and conditions provided for in clause 2-3.04, notwithstanding the number of respondents for the resource identified in the specific agreement.

### 3-8.09

The expenses must be previously authorized by the institution.

However, in medical emergency situations, the institution's authorization is replaced by an authorization or a certificate from a health and social services professional, which must be given to the institution as soon as possible.

### 3-8.10

The indemnity payable to the resource for accompaniment expenses it has incurred is determined in accordance with the following terms:

- per day and starting at midnight;
- in the event of a substitution which results in accompaniment expenses covering more than one calendar day, an indemnity must be paid for each day beginning at midnight.

Levels	Amounts
Substitution of less than 3 hours in a day	\$40
Substitution of 3 hours to 5 hours 59 minutes in a day	\$80
Substitution of 6 hours to 8 hours 59 minutes in a day	\$110
Substitution of 9 hours to 11 hours 59 minutes in a day	\$150
Substitution of 12 hours or more in a day	\$180

### 3-8.11

The accompaniment indemnities must be set out in detail in the resource's monthly invoice.

### 3-8.12

Any other accompaniment expense related to the services provided by a resource is included in the remuneration for support or assistance services paid to the resource under clause 3-3.06.

## Monthly Stand-by Premium

### 3-8.13

The following premium is paid to a resource that is available for placements made without prior notice:

MONTHLY RATE PER RESOURCE FOR THE OVERALL PLACES RESERVED	
<u>2020-04-01 to 2021-03-31</u>	<u>2021-04-01 to the day before the signing of the group agreement</u>
<u>\$240.29</u>	<u>\$245.10</u>

DAILY RATE PER RESOURCE FOR THE OVERALL PLACES RESERVED	
<u>From the signing of the group agreement to 2022-03-31</u>	<u>2022-04-01 to 2023-03-23</u>
\$12.00	\$12.24

It is understood that:

- the association and the institution shall agree on the terms and conditions concerning the identification of the resources concerned by this clause;
- the premium is paid to the identified resource for placements made without prior notice based on the resource's availability during the month;
- "without prior notice" means a short-term placement that can take place at any time, even outside the institution's regular working hours, and which is carried out by the institution prior to the matching and pairing process.

### **3-8.14**

The rates mentioned in 3-8.13 are increased as provided for in clause 3-3.08, with the necessary modifications.

## **3-9.00 Modes of Remuneration and Payment Process**

### **General Provisions**

#### **3-9.01**

The remuneration of services is paid for each day or part of a day during which a place recognized unto a resource is occupied.

#### **3-9.02**

A temporary absence of the user does not affect the nature of the placement.

#### **3-9.03**

In the case of a continuous placement, temporary absences of the user are not taken into account and the placement days are paid in accordance with clause 3-9.01.

#### **3-9.04**

In the case of an intermittent placement, the absences of the user, during planned placement days, are not taken into account and the planned placement days are paid in accordance with clause 3-9.01.

### **Payment Process**

#### **3-9.05**

The resource bills the institution on a monthly basis, using the form provided by the institution which contains the information required for the payment of the remuneration for services, and,

where applicable, for the payment of the special remuneration referred to in article 3-8.00, within 5 days following the end of the previous month.

To the extent possible, the resource must submit any requests for payment of special remuneration within 60 days from the moment the expense was incurred.

### **3-9.06**

The timeline for payment of the remuneration for services and the payment of the special remuneration is established as follows:

- a) the percentage of the allowance for reasonable operating expenses, which corresponds to the fixed costs, namely 60%, is paid in advance to the resource on the 1st day of the current month on the basis of a monthly projection made by the institution;
- b) the variable portion, namely the remaining 40% of the allowance for reasonable operating expenses and, including, where applicable, the adjustment on the fixed costs, is paid to the resource on the 15th day of the month following the invoice;
- c) the payment of the other remuneration components is made on the 15th day of the month following the invoice.

### **3-9.07**

A resource cannot bill the user for goods and services that it must provide to the user and for which it is paid in accordance with the agreement.

## **Terms for the Reimbursement of Certain Financial**

### **Allowances**

#### **3-9.08**

To obtain a reimbursement, the resource includes in its monthly invoice the amounts of the expenses incurred on behalf of the user to pay for tuition fees, school books and supplies or to cover the cost of certain extracurricular activities.

#### **3-9.09**

The resource provides the institution with the supporting documents relating to the costs incurred on behalf of the user. In addition, when purchasing school supplies or paying for extracurricular activities, the purchase of, the enrollment in, or participation in the extracurricular activity must be authorized by the institution.

#### **3-9.10**

In the event that the resource makes clothing purchases for the user's benefit, clauses 3-9.08 and 3-9.09 apply, with the necessary modifications.

#### **3-9.11**

In all cases, reimbursable expenses are those corresponding to the users' rights, as set out in the applicable circulars. Notwithstanding any provision to the contrary, the application of the circulars is not subject to any procedure whatsoever, including the arbitration procedure provided for in article 6-3.00.

#### **3-9.12**

When the resource makes a pre-authorization request in writing, the institution must respond in writing as soon as possible.

**3-9.13**

To the extent possible, the resource must submit any requests for reimbursement within 60 days from the moment the expense was incurred.

**3-9.14**

The institution takes all necessary steps including financing, with a user, the user's parents and the authorities of a government program, so that the user obtains the services required by his/her condition and needs, in collaboration with the resource.

## **CHAPITRE 4-0.00 PROGRAMS AND SERVICES CORRESPONDING TO THE NEEDS OF THE RESOURCES**

### **4-1.00 Continuing Training and Professional Development**

#### **4-1.01**

The Minister, the Federation, institution and association recognize that the humanistic nature and the quality of the services intended for users are a priority and that developing a culture of continuing training is its cornerstone.

To that end, the parties shall allow the resource to have access to the training necessary to ensure the provision of safe and quality services to meet the evolving needs of the users, within the framework of activities planned and implemented by the committee referred to in article 7-3.00 and accordance to the funds available for continuing training and professional development, in accordance with the national orientations and priorities established by the National Committee for Concerted Action.

#### **4-1.02**

This principle rests on the development and appropriation of new knowledge, skills and abilities in order to maintain and improve the quality of services in response to the diversified needs of the users it receives in accordance with its specific agreement, as well as to protect the resource in its service provision in the face of the inherent risks related to the users' problems.

It is therefore important that the design and development of these training and development programs be consistent with the ministerial orientations and the Frame of Reference and that they be adapted to the realities of the resources.

The achievement of these two objectives will be largely attributable to the quality of the activities planned and implemented by the Federation or by the local committees on continuing training and professional development on the effective collaboration of the parties, institutions, associations and resources.

#### **4-1.03**

The Minister makes available to the National Committee on Concerted Action and agreement monitoring, within the framework of its specific mandate relating to continuing education and professional development, a Global Training and Professional Development Fund dedicated exclusively to offsetting the expenses of resources for participation in training activities and those of the institutions and associations for the implementation of training activities and related administrative costs. Training must be consistent with national guidelines.

A percentage of 50% of the Global Training and Development Fund is used to establish a training fund managed by the local continuing education and development committees for the delivery of mandatory training courses included in the annual planning (CPR, Form, Frame of Reference, etc.), as well as training prioritized by the local committees.

A maximum of 15% of the amounts allocated to this fund may be spent on the administrative costs of organizing training. Reimbursement of administrative costs is made according to the distribution of administrative responsibilities agreed upon by the local consultation committee at the institution or association.

The balance of 50% of the Global Training and Development Fund is used to set up a Training Fund specific to the Federation and managed by it for the training of the resources and persons they hire to perform their services, of which 15% of the sums allocated to this Fund may be used for administrative expenses dedicated to the organization of training.

#### **4-1.04**

For the purpose of using the respective training funds provided for in clause 4-1.03, the eligible expenses are as follows, subject to written update of the same by the parties in the context of the National Committee on Concerted Action and Monitoring of the Agreement:

- a) the salary of the personnel responsible for managing the administrative operations as well as the costs dedicated to the administrative operations (venue management, communication with resources, material, registration, management of the reimbursement of expenses, etc.); without exceeding 15% of the amount allocated for each of the training funds by virtue of the amounts allocated to the Global Training and Development Fund under clause 4-1.07
- b) the costs incurred in providing a training activity, other than those referred to in paragraph a), (external trainers, internal trainers, cost of rooms, etc.) when the training is previously approved by the local continuing education and professional development committee or by the Federation, all in accordance with the national guidelines
- c) the cost of registering for a training course, including the training materials required for the participation of the resources or of the persons they bring in as competent persons for the performance of their services
- d) the costs of the allowance and travel expenses of the resources and the persons they engage as competent persons for the performance of their duties who attend the training.

The amounts required to reimburse each of these expenses must be charged to the training fund managed by the local continuing education and professional development committees or to the fund managed by the Federation, depending on who is responsible for the training for which the expenses were incurred.

No training expenses related to the activities described in sections 39.7 and 39.8 of the Professional Code (CQLR, c. C-26) (Bill 90) will be reimbursed by the respective training funds.

#### **4-1.05**

This Global Training and Development Fund is equivalent to \$650 per resource represented by the Federation, per reference year, subject to clause 4-1.06.

#### **4-1.06**

The Training and Development Fund is replenished by the Minister at its initial level of \$650 per resource in each reporting year, taking into account the amounts remaining from the previous reporting year. This amount is calculated as of March 31 and paid by the Minister no later than June 1.

Notwithstanding the foregoing, within 30 days of the signing of this agreement, the Minister will pay to the Federation, as a start-up fund for the implementation and development of its training program, the equivalent of \$426,563, i.e. 50% of the amount allocated to the Federation for the year ending March 31, 2022.

#### **4-1.07**

Before May 1st of each year, the Federation is required to report on the amounts used from the Training Fund dedicated to it during the previous reference year (i.e. from April 1st of one year to March 31st of the following year). The Federation will be required to detail the reimbursement of eligible expenses, thus allowing the Minister to validate whether the expenses were made in accordance with this article.

If the report shows irregularities in the expenditures, the Minister may decide not to pay the agreed amounts or require that corrections be made before the annual payment of the amounts.

The accountability will be made during a meeting of the National Committee on Concerted Action and Monitoring of the Agreement.

#### **4-1.08**

The National Committee on Concerted Action is responsible for the implementation of the various elements of this section that require the participation of the parties.

### **4-2.00 Insurance**

#### **4-2.01**

Letter of Understanding No. 4 applies.

## **CHAPITRE 5-0.00      TERMS AND CONDITIONS APPLICABLE TO DAYS OF LEAVE FOR RESOURCES**

### **5-1.00 Continuity in the Provision of Services**

#### **5-1.01**

In order to ensure the stability of the user's living environment and the continuity of the services provided to him or her, the resource's provision of services is continuous. In particular, it is not interrupted when resources take days of leave or must be absent over short periods of time for the following reasons or in the case of one of the following events:

- a) occasional obligations linked to the custody, health or education of their child or the child of their spouse;
- b) by reason of the state of health of their spouse, father, mother, brother, sister or one of their grand-parents;
- c) by reason of the death or the funeral of a son-in-law, daughter-in-law, grand-parent, child, grand-child, as well as the death or the funeral of their spouse's father, mother, brother or sister;
- d) for the marriage or civil union of one of their children, their father, mother, brother, sister or the child of their spouse.

#### **5-1.02**

In addition, during days of leave subject to a monetary compensation mentioned in article 3- 4.00, the resource must ensure the maintenance, at all times, of the services required by the users. The resource must therefore enlist competent persons, meaning individuals having the skills and attitudes required to maintain the provision of quality services during the days of leave.

The substitution procedure provided for under clauses 2-3.04 and 2-3.05 applies.

### **5-2.00      Temporary Interruption of the Provision of Services and Terms of Application 5-**

#### **2.01**

Upon its request, the resource may temporarily cease or maintain its provision of services for the duration and the reasons listed hereafter:

- a) illness or accident: for a period of no more than 52 weeks;
- b) a disability resulting directly from severe bodily injury inflicted during or resulting directly from the commission of a criminal offence, except if it is an employment injury within the meaning of the Act respecting industrial accidents and occupational diseases (CQLR, c. A- 3.001), for a period of no more than 104 weeks;
- c) an illness of a minor child that requires the resource's presence: for a period of no more than 12 weeks;
- d) a potentially fatal illness of a minor child or in the case of severe bodily injury to a minor child resulting from the commission of a criminal offence: for a period of no more than 104 weeks;
- e) the disappearance of a minor child: for a period of no more than 52 weeks;

- f) the death of a spouse, a child or a user entrusted to the resource: for a period of no more than 52 weeks;
- g) the death of a spouse or child resulting from or directly caused by a criminal act: for a period of no more than 104 weeks; h) a bodily injury inflicted while attempting to make a legal arrest, or while assisting a police officer, or while trying to legally prevent an offence or presumed offence, or while trying to assist a police officer who is acting in these same circumstances: a period of no more than 104 weeks;
- i) if the resource is separating;
- j) if the resource is called for jury duty.

### **5-2.02**

The temporary cessation of the resource's provision of services must be implemented following what constitutes, under the circumstances, a reasonable prior notice sent to the institution. In the case of unforeseen events, the resource that wishes to temporarily cease its provision of services must cooperate with the institution to temporarily ensure the continuity of services or, if it is impossible to do so, to ensure the transfer of the users.

The institution and the resource must collaborate in order to implement the temporary interruption of services requested by the resource under this clause with diligence.

### **5-2.03**

Following a leave for one of the reasons evoked in clause 5-2.01, the resource may resume providing services as a resource, subject to the following conditions:

- a) the resource gives a prior notice, of at least 30 days, to the institution, unless otherwise agreed with the institution;
- b) the resource's places are considered available as of the day on which its provision of services is resumed;
- c) if the transfer of a user back to the resource is possible and indicated, according to the evaluation of the institution, this transfer may be prioritized;
- d) upon request of the institution, the resource must demonstrate its ability to resume its provision of services.

### **5-2.04**

The institution grants a voluntary cessation, without remuneration for the provision of services, to a resource that makes such a request in order to assume a function within the Federation.

The resource that wishes to prevail itself of this voluntary cessation must inform the institution in writing, at least 90 days prior to the cessation.

The duration of the voluntary cessation, without remuneration, must not exceed one year, which period is renewable once, for the same term. The resource must inform the institution, 30 days before the end of the voluntary cessation, of its resumption of the provision of services. The resource may request that its voluntary cessation come to an end at any time, by informing the institution 30 days in advance.

### **5-2.05**

The specific agreement signed between the institution and the resource cannot be terminated nor not renewed for the sole reason that a temporary cessation of the provision of services was made by the resource, in accordance with the terms outlined above.

### **5-2.06**

The resource's right to temporarily cease its provision of services does not confer unto the resource any rights or benefits under the agreement or under the specific agreement, that it would not have had, had it continued its provision of services.

## **5-3.00 Parental Rights**

### **5-3.01**

The resource may receive maternity benefits, paternity benefits, parental benefits or adoption benefits subject to its eligibility and in accordance with the provisions relating to the exercise of the resource's parental rights as prescribed by the *Act respecting parental insurance* (CQLR, c. A-29.011) and the *Regulation under the Act respecting parental insurance* (CQLR, c. A29.011, r. 2), while ensuring that users' rights are taken into account.

If the resource temporarily ceases to provide services under this section, clause 5-2.02 applies, with the necessary modifications.

## **5-4.00 Act respecting industrial accidents and occupational diseases**

### **5-4.01**

The provisions relating to the exercise of the resource's rights under the *Act respecting industrial accidents and occupational diseases* (CQLR, c. A-3.001) must be in line with the provisions of that Act and take into account the rights of the users.

If the resource temporarily ceases to provide services under this section, clause 5-2.02 applies, with the necessary modifications.

### **5-4.02**

In accordance with section 58 of the Act respecting the representation of resources, the resource has the right to take advantage of the conditions, mechanics and rights under a protective reassignment plan for resources once the plan is established by regulation of the Gouvernement du Québec.

## **CHAPITRE 6-0.00      MECHANISMS FOR CONCERTED ACTION AND DISAGREEMENTS**

### **6-1.00      Mechanisms for Concerted Action**

#### **6-1.01**

The amicable resolution of problems is favoured (diversion from conventional court proceedings) in the spirit of cooperation and concerted action so as to promote their quick and efficient handling.

#### **6-1.02**

The purpose of concerted action mechanisms is:

- a) to prevent difficulties;
- b) to seek solutions to these difficulties;
- c) to facilitate the implementation of the agreement.

#### **6-1.03**

The resource that encounters a difficulty in relation to its provision of services must first discuss the situation with an authorized representative of the institution in an attempt to settle the matter. The fact that this obligation is not executed does not preclude the resource from exercising other rights.

If no settlement is reached, one of the other mechanisms for concerted action must be used.

#### **6-1.04**

The mechanisms for concerted action are the following:

- a) the local committee on concerted action set out in article 7-1.00;
- b) the national committee on concerted action and agreement monitoring set out in article 7-2.00 (if the difficulties are of national interest);
- c) any conciliation or mediation mechanism agreed upon between the institution and the association; or any other amicable dispute resolution mechanism implemented by the institution and agreed with the association.

#### **6-1.05**

Difficulties encountered by a resource, the association or the Federation, except those of national interest, whenever possible, must first be discussed within the local committee on concerted action or within the framework of a mechanism established under clause 6-1.04 c), before being submitted to the national committee on concerted action.

### **6-2.00 Procedure for Settling Disagreements**

#### **6-2.01**

The parties to the disagreement are the institution, the resource and the association.

### **6-2.02**

The resource may be represented by a representative of the Federation when the mechanisms for concerted action provided for under clause 6-1.04 of the procedure for the settlement of disagreements, or the arbitration procedure, are being put into application.

### **6-2.03**

If the disagreement is not settled within the framework of clause 6-1.02 or by the application of the mechanisms for concerted action, the association or the Federation submits the disagreement, on behalf of the resource(s), in writing to the representative designated by the institution within 90 days of the date of the event or of the resource becoming aware of the event.

### **6-2.04**

The association or the Federation may submit a disagreement in writing on behalf of one or more resources.

### **6-2.05**

The deadline for submitting a disagreement to the institution must be strictly observed and may only be extended upon the written consent of the institution and the association or the Federation, such extension is favoured in order to allow the settlement of the disagreement by using one of the mechanisms for concerted action.

### **6-2.06**

The account of the disagreement contains a summary of the facts giving rise to it, including the context and circumstances, so as to allow for the clear identification of the problem. In addition, it sets out the provisions of the agreement that have allegedly been disregarded and indicates the corrective measures claimed.

### **6-2.07**

A technical error or an error in form in the submittal of a disagreement does not invalidate it; such an error may be corrected, whenever possible, before the hearing, provided it does not change the nature of the disagreement.

### **6-2.08**

Within 30 days of submitting the disagreement, the institution responds to it in writing.

### **6-2.09**

If the institution does not respond within this deadline, or if the answer is deemed unsatisfactory, the association or the Federation may then submit the disagreement to the arbitration process referred to in article 6-3.00.

### **6-2.10**

If the matter is of national interest, clauses 6-2.01 to 6-2.09 apply by replacing the reference to the institution's designated representative and to the resource (or association) with a reference to the Minister and the Federation respectively, with the necessary modifications.

### **6-2.11**

If the Minister and the Federation do not agree on whether a matter is of national interest, the Chief Arbitrator rules on this question once each of the parties has had the opportunity to make its representations.

## **6-3.00 Procedure of Civil Arbitration (to the exclusion of any other proceedings before any other tribunal)**

### **6-3.01**

The disagreement shall be submitted to arbitration by the association or the Federation within 60 days of the decision made by the institution within the context of the procedure for the settlement of a disagreement, or within 60 days from the moment at which such a decision should have been made.

Copy of the notice of arbitration must be given in writing to the institution and to the resource, and to the IR-FTR Registry, to which must be appended the disagreement and the response of the institution or the Minister, if any.

### **6-3.02**

The deadline for submitting the disagreement to arbitration is a strict deadline and may only be extended with the written consent of the institution or the Minister, as the case may be, and the association or the Federation.

### **6-3.03**

At any time before the end of the hearing, the Minister and the Federation may intervene and make any representation they deem appropriate or relevant.

A written notice of the intervention must be sent to the other party to the agreement as well as to the institution and the association.

The Minister or the Federation becomes a party to the disagreement by operation of law.

### **6-3.04**

The provisions of articles 620 and following of the Code of civil procedure (CQLR, c. C-25.01) apply unless they are incompatible with the provisions of this article.

### **6-3.05**

The arbitration is carried out by a single arbitrator who must be a jurist chosen by consent by the institution and the association from the list in Appendix IV. They will take into account, to the extent possible, the place of origin of the dispute and the availability of the arbitrator to hear the dispute within a reasonable time. Any vacancy in this list may be filled by agreement of the parties.

### **6-3.06**

The Minister and the Federation appoint Maureen Flynn as Chief Arbitrator.

In the event of vacancy in the position, the parties agree to appoint a replacement.

### **6-3.07**

If there is an intervention pursuant to clause 6-3.03 and the Minister and the Federation do not agree that it is a matter of national interest, the chief arbitrator designated by the parties will rule on the matter after each party has had an opportunity to make representations.

### **6-3.08**

In the event of difficulty in the selection of an arbitrator, as well as in the case of the replacement of an arbitrator, the chief arbitrator may, at the request of the minister, the institution or the association, take any action he or she deems necessary.

**6-3.09**

Any decision of an arbitrator is final and without appeal.

**6-3.10**

When the Chief Arbitrator must appoint an arbitrator, he or she takes into account, whenever possible, where the dispute originated and the availability of the arbitrator to hear the disagreement in a timely fashion.

**6-3.11**

In all cases, the arbitrator decides in accordance with the stipulations of the agreement and has no authority to exclude or modify any of its provisions or add to them.

**6-3.12**

In exercising its functions, the arbitrator may, among other things:

- a) interpret and apply legislative or regulatory provisions insofar as it is necessary to do so in order to decide on a disagreement;
- b) establish the amount due under a decision it has made, including damages and interest to compensate the losses suffered by the resource;
- c) order the payment of interest at the legal rate from the filing of the disagreement, calculated on the sums due under the decision;
- d) is also added to this amount, an indemnity calculated by applying to that amount, from the same date, a percentage equal to the difference between the interest rate determined under section 28 of the Tax Administration Act (CQLR, c. A-6.002) and the legal interest rate;
- e) make, at any time, corrections to a decision that is marred by a clerical error, a calculation error, or any other material error;
- f) render any other decision, including a temporary order, to safeguard the rights of the parties.

**6-3.13**

The arbitrator renders its decision within 90 days of the end of the hearing. This decision, however, cannot be invalidated on the sole basis of it having been rendered after that time.

**6-3.14**

The arbitrator sends a copy of all decisions to the parties concerned, if an intervention is made under clause 6-3.03, to the Minister and the Federation. He or she files 2 copies of each decision with the IR-FTR Registry.

**6-3.15**

The Minister establishes and maintains a compendium of the arbitration decisions rendered and promote its updating. He or she ensures that the compendium is public and accessible.

**6-3.16**

In order to mitigate costs, the parties favour negotiation at all stages of the process in an attempt to reach an amicable agreement. The fees and costs of the sole arbitrator are shared equally between the institution and the association or the Federation, as the case may be.

**6-3.17**

If the matter is of national interest, clauses 6-3.01 to 6-3.16 apply by replacing, with the necessary modifications:

- any reference made to the institution by a reference to the Minister;
- any reference to the resource or the association by a reference to the Federation.

## **CHAPTER 7-0.00 COMMITTEES**

### **7-1.00 Local Committee on Concerted Action**

#### **7-1.01**

The local committee on concerted action is constituted of a maximum of 3 permanent representatives of the institution and 3 permanent representatives of the association and a maximum of 2 ad hoc representatives of the institution and 2 ad hoc representatives of the association. The committee may include resource persons.

#### **7-1.02**

The permanent representatives adopt the procedural and operating rules and determines the frequency of meetings.

#### **7-1.03**

The Committee's general mandate is to

- a) act as a mechanism for concerted action at the local level;
- b) ensure the maintenance and preservation of harmonious relations between the institution, the resources attached to it, and the association;
- c) find solutions to the difficulties encountered by the institution or by a resource, including the difficulties related to health and safety matters;
- d) receive and process, where applicable, the comments relating to the classification revision mechanism;
- e) examine any disagreement and attempt to settle it;
- f) make the recommendations deemed necessary to the institution and the association;
- g) act as local committee on continuing training and professional development when so decided by the institution and the association.

### **7-2.00 National Committee on Concerted Action and Agreement Monitoring**

#### **7-2.01**

The National Committee on Concerted Action is composed of representatives designated by the Minister and the Federation. Each party designates 3 to 5 representatives while favouring, if possible, a diversity of their different client programs, subject to an agreement to the contrary.

#### **7-2.02**

Only 3 representatives of the Committee designated by the Minister and 3 representatives designated by the Federation are empowered to establish the rules of procedure or operation of the Committee, to determine the frequency of its meetings as well as the methods by which it will ensure a record of its discussions and decisions.

#### **7-2.03**

The Committee may enlist the services of resource persons.

#### **7-2.04**

The Committee's general mandate is to:

- a) act as a mechanism for concerted action for the parties to the agreement, notably on matters of national interest;
- b) ensure concerted action in the monitoring of the agreement and the harmonization of its interpretation;
- c) seek solutions to difficulties experienced by the institution or a resource, including difficulties related to health and safety and those related to civility and harassment. In the latter case, maintain confidentiality if required by the parties;
- d) hold meetings to examine and attempt to settle any problems or difficulties pertaining to the interests of the parties to the agreement, institutions or resources;
- e) meet to find solutions to problems related to the application of the circulars;
- f) hold meetings to analyze any disagreement that remains unresolved at the local level and to attempt to contribute to its resolution;
- g) make any recommendation likely to improve the implementation or the application of the agreement.

#### **7-2.05**

In addition, the National Committee on Concerted Action has the following specific mandates with regards to continuing training and professional development:

- a) to receive the sums allocated by the Minister, as provided for in article 4-1.00;
- b) to establish its procedural and operating rules and determine the frequency of its meetings;
- c) to define, within the framework of the ministerial orientations and the principles underlying the agreement, the national orientations and priorities with regard to continuing training and professional development and to determine the general criteria for the distribution and use of the allocated sums, taking into account the specific nature of the local training funds;
- d) to convey these orientations, priorities and criteria to the local committees on continuing training and professional development;
- e) to proceed with the distribution of the allocated sums to the local committees on continuing training and professional development in the manner of distribution it determines;
- f) to make an annual accountability report to the Minister on the administration of the sums allocated for continuing training and professional development purposes, be it either at the level of the National Committee or the local committees, including the report provided for in clause 4-1.07
- g) to oversee the implementation and proper functioning of the local committees on continuing training and professional development.

## **7-3.00 Local Committee on Continuing Training and Professional Development**

### **7-3.01**

The local committee on continuing training and professional development is constituted of an equal number of representatives of the institution and the association designated by the local consultation committee.

The committee may enlist the services of resource persons.

### **7-3.02**

The committee establishes its procedural and operating rules and determines the frequency of its meetings.

### **7-3.03**

The committee's mandate is as follows:

- a) to jointly plan the continuing training and professional development activities and ensure their implementation within the framework of the national orientations, priorities and programs for continuing training and professional development determined at the national level;
- b) to establish an annual plan of action and a calendar of continuing training and professional development activities;
- c) to maintain a detailed record of the activities, including identification of the resources that took part in training activities, and to draw up an annual account of these activities;
- d) to report to the National Committee on Concerted Action and agreement monitoring on the continuing training and professional development activities, and on the use of the sums allocated to the funding of these activities.

### **7-3.04**

To avoid multiplying structures, the local committee on concerted action may act as the local committee on continuing training and professional development and, in such a case, it carries out the mandate set out above with regard to continuing training and professional development.

## **CHAPTER 8-0.00 MISCELLANEOUS PROVISIONS**

### **8-1.00 Interpretation**

#### **8-1.01**

If a matter gives rise to interpretation, the parties recognize, without being limited to, the following rules of interpretation:

- a) the singular includes the plural and vice-versa, unless the context indicates otherwise;
- b) the provisions of the agreement are to be interpreted in relation to one another and in a manner that gives them their full meaning.

#### **8-1.02**

All deadlines provided for within the agreement are to be calculated in calendar days, except where deadlines are provided for in working days. If a deadline falls on a non-working day, it is extended until the next working day.

### **8-2.00 Nullity of a Provision**

#### **8-2.01**

The nullity of a provision, either in whole or in part, does not result in the nullity of the rest of the provision or of another provision, or of the agreement itself.

### **8-3.00 Appendices, Letters of Understanding and Reference Documents**

#### **8-3.01**

The appendices and letters of understanding form an integral part of the agreement, unless otherwise provided.

#### **8-3.02**

The appendices or letters of understanding that do not form an integral part of the agreement may not be subject to any type of proceedings, notably the arbitration procedure provided in clause 6-3.00. The same applies to any reference document that is not an integral part of the agreement. The application of this clause does not preclude the parties from resorting to the mechanisms for concerted action provided in article 6-1.00.

### **8-4.00 Access to the Agreement**

#### **8-4.01**

The text of the agreement will be made available on the Internet on the CPNSSS RI-RTF website. An English version will also be made available.

#### **8-4.02**

The Minister establishes an official version of the agreement and ensures its revision. It also ensures the public and accessible character of the agreement.

**8-5.00 Coming into Force and Term of the Agreement**

**8-5.01**

Subject to any specific provision to the contrary, this agreement comes into force on the date it is signed and expires on March 31, 2023.

**8-5.02**

However, the provisions of the agreement continue to apply until a new agreement is signed, unless otherwise provided.

**8-5.03**

This agreement does not apply retroactively, except for specific provisions to the contrary.

**8-5.04**

The retroactive payment of the increase in rates related to the remuneration scale regarding support or assistance provided for in clause 3-3.06 shall be paid within 90 days of the signing of the group agreement.

Any retroactive payment that may be applicable to the increase in the rates related to the support or assistance scale of remuneration provided for in clause 3-3.06 shall be paid within 90 days of the effective date(s) determined in accordance with the provisions to be agreed upon at the Intersectoral Table. However, lump sums and any additional remuneration may only be paid when such provisions are agreed upon at the Intersectoral Table, within 90 days.

In witness thereof, the parties have signed on the \_\_\_ day of \_\_\_\_\_ 2021.

**THE FÉDÉRATION DES FAMILLES D'ACCUEIL  
ET DES RESSOURCES INTERMÉDIAIRES DU  
QUÉBEC (FFARIQ)**

**THE MINISTER OF HEALTH AND SOCIAL SERVICES**

\_\_\_\_\_  
Geneviève Rioux, President

\_\_\_\_\_  
Nathalie Lemay, Representative

\_\_\_\_\_  
Jean-François Beaudry

\_\_\_\_\_  
Pierre Lemay

\_\_\_\_\_  
Chantale St-Pierre

\_\_\_\_\_  
Audrey Morin

\_\_\_\_\_  
Andréanne Marcoux

\_\_\_\_\_  
Jean-Philippe Gaulin

**THE MINISTER OF HEALTH AND SOCIAL  
SERVICES**

\_\_\_\_\_  
Christian Dubé

## Appendix I

## List of Associations Belonging to the Grouping of Associations formed by the FFARIQ

FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC –

(RI-2001-3471) (2012-06-15)

Institution: Centre intégré universitaire de santé et de services sociaux de l'Ouest-de-l'Île-de-Montréal

FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC -

(RI-2001-0603) (2009-12-23)

Institution: Centre intégré de santé et de services sociaux de la Côte-Nord

FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC –

(RI-2001-3566) (2012-07-30)

Institution : Centre intégré de santé et de services sociaux de la Capitale-Nationale

FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC –

(RI-2001-3564) (2012-09-05)

Institution : Centre intégré de santé et de services sociaux de l'Outaouais

FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC –

(RI-2001-5650) (2015-03-27)

Institution: Centre intégré universitaire de santé et de services sociaux de la Mauricie-Centre-du-Québec

FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC –

(RI-2001-3605) (2012-08-28)

Institution: Centre intégré de santé et de services sociaux de Laval

FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC –

(RI-2001-3612) (2012-09-24)

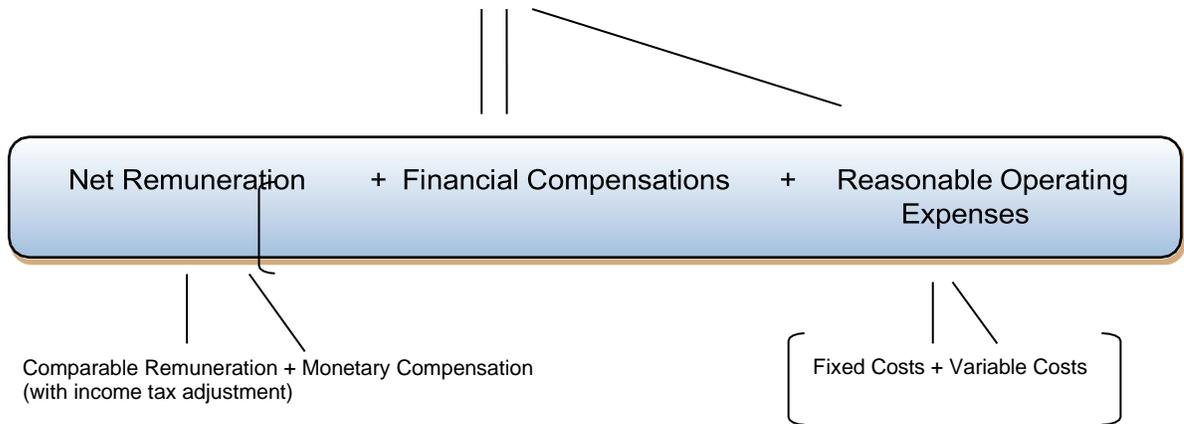
Institution: Centre intégré de santé et de services sociaux de la Gaspésie

FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC –

(RI-2001-3602) (2012-09-24)

Institution: Centre intégré de santé et de services sociaux des Laurentides

**Remuneration of services**



**Remuneration Scale Regarding Support or Assistance Services**

Related sector of activities:	Health and Social Services Sector	
Analogous job retained:	Health and social services auxiliary (HSSA)	
Salary range (group 333 of the Nomenclature of job titles, wording and salary scales in the health and social services network)	As agreed at the Intersectoral Table	
Annualized Remuneration (365 days)	As agreed at the Intersectoral Table	
Provision of services based on the intensity levels	Level 1 Services	22,22 %
	Level 2 Services	27,78 %
	Level 3 Services	33,33 %
	Level 4 Services	38,89 %
	Level 5 Services	44,44 %
	Level 6 Services	50,00 %

Appendix III

Income Tax Adjustment Table

Remuneration related to Support or assistance							
Monthly	adjustment %						
1.000	0,0%	2.813	13,5%	4.625	19,9%	6.438	24,6%
1.021	0,0%	2.833	13,6%	4.646	19,9%	6.458	24,7%
1.042	0,0%	2.854	13,7%	4.667	20,0%	6.479	24,7%
1.063	0,0%	2.875	13,8%	4.688	20,1%	6.500	24,7%
1.083	0,0%	2.896	13,9%	4.708	20,1%	6.521	24,8%
1.104	0,0%	2.917	14,0%	4.729	20,2%	6.542	24,8%
1.125	0,0%	2.938	14,1%	4.750	20,3%	6.563	24,9%
1.146	0,0%	2.958	14,2%	4.771	20,3%	6.583	24,9%
1.167	0,0%	2.979	14,2%	4.792	20,4%	6.604	24,9%
1.188	0,0%	3.000	14,3%	4.813	20,5%	6.625	25,0%
1.208	0,0%	3.021	14,4%	4.833	20,5%	6.646	25,0%
1.229	0,0%	3.042	14,5%	4.854	20,6%	6.667	25,0%
1.250	0,0%	3.063	14,6%	4.875	20,7%	6.688	25,1%
1.271	0,0%	3.083	14,6%	4.896	20,7%	6.708	25,1%
1.292	0,0%	3.104	14,7%	4.917	20,8%	6.729	25,2%
1.313	0,1%	3.125	14,8%	4.938	20,9%	6.750	25,2%
1.333	0,3%	3.146	14,9%	4.958	20,9%	6.771	25,2%
1.354	0,5%	3.167	15,0%	4.979	21,0%	6.792	25,3%
1.375	0,7%	3.188	15,0%	5.000	21,1%	6.813	25,3%
1.396	0,8%	3.208	15,1%	5.021	21,1%	6.833	25,3%
1.417	1,1%	3.229	15,2%	5.042	21,2%	6.854	25,4%
1.438	1,5%	3.250	15,2%	5.063	21,3%	6.875	25,4%
1.458	1,8%	3.271	15,3%	5.083	21,3%	6.896	25,4%
1.479	2,2%	3.292	15,4%	5.104	21,4%	6.917	25,5%
1.500	2,5%	3.313	15,4%	5.125	21,4%	6.938	25,5%
1.521	2,8%	3.333	15,5%	5.146	21,5%	6.958	25,6%
1.542	3,1%	3.354	15,6%	5.167	21,6%	6.979	25,6%
1.563	3,4%	3.375	15,6%	5.188	21,6%	7.000	25,6%
1.583	3,7%	3.396	15,7%	5.208	21,7%	7.021	25,7%
1.604	4,0%	3.417	15,8%	5.229	21,7%	7.042	25,7%
1.625	4,2%	3.438	15,8%	5.250	21,8%	7.063	25,7%
1.646	4,5%	3.458	15,9%	5.271	21,9%	7.083	25,8%
1.667	4,8%	3.479	16,0%	5.292	21,9%	7.104	25,8%
1.688	5,0%	3.500	16,0%	5.313	22,0%	7.125	25,8%
1.708	5,3%	3.521	16,1%	5.333	22,0%	7.146	25,9%
1.729	5,6%	3.542	16,1%	5.354	22,1%	7.167	25,9%
1.750	5,8%	3.563	16,2%	5.375	22,2%	7.188	25,9%
1.771	6,0%	3.583	16,3%	5.396	22,2%	7.208	26,0%
1.792	6,3%	3.604	16,3%	5.417	22,3%	7.229	26,0%
1.813	6,5%	3.625	16,4%	5.438	22,3%	7.250	26,0%
1.833	6,7%	3.646	16,4%	5.458	22,4%	7.271	26,1%
1.854	7,0%	3.667	16,5%	5.479	22,4%	7.292	26,1%
1.875	7,2%	3.688	16,5%	5.500	22,5%	7.313	26,1%
1.896	7,4%	3.708	16,6%	5.521	22,6%	7.333	26,1%
1.917	7,6%	3.729	16,7%	5.542	22,6%	7.354	26,2%
1.938	7,8%	3.750	16,7%	5.563	22,7%	7.375	26,2%
1.958	8,0%	3.771	16,8%	5.583	22,7%	7.396	26,2%
1.979	8,2%	3.792	16,8%	5.604	22,8%	7.417	26,3%
2.000	8,4%	3.813	16,9%	5.625	22,8%	7.438	26,3%
2.021	8,5%	3.833	16,9%	5.646	22,9%	7.458	26,3%
2.042	8,7%	3.854	17,0%	5.667	22,9%	7.479	26,4%
2.063	8,9%	3.875	17,1%	5.688	23,0%	7.500	26,4%
2.083	9,1%	3.896	17,2%	5.708	23,0%	7.521	26,4%
2.104	9,2%	3.917	17,2%	5.729	23,1%	7.542	26,5%
2.125	9,4%	3.938	17,3%	5.750	23,1%	7.563	26,5%
2.146	9,6%	3.958	17,4%	5.771	23,2%	7.583	26,5%
2.167	9,7%	3.979	17,5%	5.792	23,2%	7.604	26,6%
2.188	9,9%	4.000	17,5%	5.813	23,3%	7.625	26,6%
2.208	10,0%	4.021	17,6%	5.833	23,3%	7.646	26,7%
2.229	10,2%	4.042	17,7%	5.854	23,4%	7.667	26,7%
2.250	10,3%	4.063	17,7%	5.875	23,4%	7.688	26,7%
2.271	10,5%	4.083	17,8%	5.896	23,5%	7.708	26,8%
2.292	10,6%	4.104	17,9%	5.917	23,5%	7.729	26,8%
2.313	10,8%	4.125	17,9%	5.938	23,6%	7.750	26,8%
2.333	10,9%	4.146	18,0%	5.958	23,6%	7.771	26,9%
2.354	11,1%	4.167	18,1%	5.979	23,7%	7.792	26,9%
2.375	11,2%	4.188	18,2%	6.000	23,7%	7.813	27,0%
2.396	11,3%	4.208	18,3%	6.021	23,8%	7.833	27,0%
2.417	11,4%	4.229	18,4%	6.042	23,8%	7.854	27,0%
2.438	11,6%	4.250	18,5%	6.063	23,8%	7.875	27,1%
2.458	11,7%	4.271	18,5%	6.083	23,9%	7.896	27,1%
2.479	11,8%	4.292	18,6%	6.104	23,9%	7.917	27,1%
2.500	11,9%	4.313	18,7%	6.125	24,0%	7.938	27,2%
2.521	12,1%	4.333	18,8%	6.146	24,0%	7.958	27,2%
2.542	12,2%	4.354	18,9%	6.167	24,1%	7.979	27,3%
2.563	12,3%	4.375	18,9%	6.188	24,1%	8.000	27,3%
2.583	12,4%	4.396	19,0%	6.208	24,2%	8.021	27,3%
2.604	12,5%	4.417	19,1%	6.229	24,2%	8.042	27,4%

Remuneration related to Support or assistance		
Monthly		adjustment %
8 250	£	27,7%
8 271	£	27,8%
8 292	£	27,8%
8 313	£	27,9%
8 333	£	27,9%
8 354	£	28,0%
8 375	£	28,0%
8 396	£	28,0%
8 417	£	28,1%
8 438	£	28,1%
8 458	£	28,2%
8 479	£	28,2%
8 500	£	28,3%
8 521	£	28,3%
8 542	£	28,3%
8 563	£	28,4%
8 583	£	28,4%
8 604	£	28,5%
8 625	£	28,5%
8 646	£	28,6%
8 667	£	28,6%
8 688	£	28,6%
8 708	£	28,7%
8 729	£	28,7%
8 750	£	28,8%
8 771	£	28,8%
8 792	£	28,8%
8 813	£	28,9%
8 833	£	28,9%
8 854	£	29,0%
8 875	£	29,0%
8 896	£	29,0%
8 917	£	29,1%
8 938	£	29,1%
8 958	£	29,2%
8 979	£	29,2%
9 000	£	29,2%
9 021	£	29,3%
9 042	£	29,3%
9 063	£	29,3%
9 083	£	29,4%
9 104	£	29,4%
9 125	£	29,5%
9 146	£	29,5%
9 167	£	29,5%
9 188	£	29,6%
9 208	£	29,6%
9 229	£	29,7%
9 250	£	29,7%
9 271	£	29,7%
9 292	£	29,8%
9 313	£	29,8%
9 333	£	29,9%
9 354	£	29,9%
9 375	£	29,9%
9 396	£	30,0%
9 417	£	30,0%
9 438	£	30,1%
9 458	£	30,1%
9 479	£	30,1%
9 500	£	30,2%
9 521	£	30,2%
9 542	£	30,2%
9 563	£	30,3%
9 583	£	30,3%
9 604	£	30,4%
9 625	£	30,4%
9 646	£	30,4%
9 667	£	30,5%
9 688	£	30,5%
9 708	£	30,5%
9 729	£	30,6%
9 750	£	30,6%
9 771	£	30,6%
9 792	£	30,7%
9 813	£	30,7%
9 833	£	30,8%
9 854	£	30,8%

Remuneration related to Support or assistance		
Monthly		adjustment %
10 063	£	31,1%
10 083	£	31,2%
10 104	£	31,2%
10 125	£	31,2%
10 146	£	31,3%
10 167	£	31,3%
10 188	£	31,3%
10 208	£	31,4%
10 229	£	31,4%
10 250	£	31,4%
10 271	£	31,5%
10 292	£	31,5%
10 313	£	31,5%
10 333	£	31,6%
10 354	£	31,6%
10 375	£	31,6%
10 396	£	31,7%
10 417	£	31,7%
10 438	£	31,7%
10 458	£	31,7%
10 479	£	31,8%
10 500	£	31,8%
10 521	£	31,8%
10 542	£	31,9%
10 563	£	31,9%
10 583	£	31,9%
10 604	£	32,0%
10 625	£	32,0%
10 646	£	32,0%
10 667	£	32,1%
10 688	£	32,1%
10 708	£	32,1%
10 729	£	32,1%
10 750	£	32,2%
10 771	£	32,2%
10 792	£	32,2%
10 813	£	32,3%
10 833	£	32,3%
10 854	£	32,3%
10 875	£	32,4%
10 896	£	32,4%
10 917	£	32,4%
10 938	£	32,4%
10 958	£	32,5%
10 979	£	32,5%
11 000	£	32,5%
11 021	£	32,6%
11 042	£	32,6%
11 063	£	32,6%
11 083	£	32,6%
11 104	£	32,7%
11 125	£	32,7%
11 146	£	32,7%
11 167	£	32,7%
11 188	£	32,8%
11 208	£	32,8%
11 229	£	32,8%
11 250	£	32,9%
11 271	£	32,9%
11 292	£	32,9%
11 313	£	32,9%
11 333	£	33,0%
11 354	£	33,0%
11 375	£	33,0%
11 396	£	33,0%
11 417	£	33,1%
11 438	£	33,1%
11 458	£	33,1%
11 479	£	33,1%
11 500	£	33,2%
11 521	£	33,2%
11 542	£	33,2%
11 563	£	33,3%
11 583	£	33,3%
11 604	£	33,3%
11 625	£	33,3%
11 646	£	33,4%
11 667	£	33,4%

Remuneration related to Support or assistance		
Monthly		adjustment %
11 875	£	33,6%
11 896	£	33,6%
11 917	£	33,7%
11 938	£	33,7%
11 958	£	33,7%
11 979	£	33,7%
12 000	£	33,8%
12 021	£	33,8%
12 042	£	33,8%
12 063	£	33,8%
12 083	£	33,9%
12 104	£	33,9%
12 125	£	33,9%
12 146	£	33,9%
12 167	£	34,0%
12 188	£	34,0%
12 208	£	34,0%
12 229	£	34,0%
12 250	£	34,0%
12 271	£	34,1%
12 292	£	34,1%
12 313	£	34,1%
12 333	£	34,1%
12 354	£	34,2%
12 375	£	34,2%
12 396	£	34,2%
12 417	£	34,2%
12 438	£	34,2%
12 458	£	34,3%
12 479	£	34,3%
12 500	£	34,3%
12 521	£	34,3%
12 542	£	34,4%
12 563	£	34,4%
12 583	£	34,4%
12 604	£	34,4%
12 625	£	34,4%
12 646	£	34,5%
12 667	£	34,5%
12 688	£	34,5%
12 708	£	34,5%
12 729	£	34,6%
12 750	£	34,6%
12 771	£	34,6%
12 792	£	34,6%
12 813	£	34,7%
12 833	£	34,7%
12 854	£	34,7%
12 875	£	34,7%
12 896	£	34,8%
12 917	£	34,8%
12 938	£	34,8%
12 958	£	34,8%
12 979	£	34,9%
13 000	£	34,9%
13 021	£	34,9%
13 042	£	34,9%
13 063	£	35,0%
13 083	£	35,0%
13 104	£	35,0%
13 125	£	35,0%
13 146	£	35,1%
13 167	£	35,1%
13 188	£	35,1%
13 208	£	35,1%
13 229	£	35,2%
13 250	£	35,2%
13 271	£	35,2%
13 292	£	35,2%
13 313	£	35,3%
13 333	£	35,3%
13 354	£	35,3%
13 375	£	35,3%
13 396	£	35,3%
13 417	£	35,4%
13 438	£	35,4%
13 458	£	35,4%
13 500	£	35,5%

Remuneration related to Support or assistance		
Monthly		adjustment %
13 708	£	35,7%
13 729	£	35,7%
13 750	£	35,7%
13 771	£	35,7%
13 792	£	35,8%
13 813	£	35,8%
13 833	£	35,8%
13 854	£	35,8%
13 875	£	35,9%
13 896	£	35,9%
13 917	£	35,9%
13 938	£	35,9%
13 958	£	35,9%
13 979	£	36,0%
14 000	£	36,0%
14 021	£	36,0%
14 042	£	36,0%
14 063	£	36,0%
14 083	£	36,1%
14 104	£	36,1%
14 125	£	36,1%
14 146	£	36,1%
14 167	£	36,2%
14 188	£	36,2%
14 208	£	36,2%
14 229	£	36,2%
14 250	£	36,2%
14 271	£	36,3%
14 292	£	36,3%
14 313	£	36,3%
14 333	£	36,3%
14 354	£	36,3%
14 375	£	36,4%
14 396	£	36,4%
14 417	£	36,4%
14 438	£	36,4%
14 458	£	36,4%
14 479	£	36,5%
14 500	£	36,5%
14 521	£	36,5%
14 542	£	36,5%
14 563	£	36,5%
14 583	£	36,6%
14 604	£	36,6%
14 625	£	36,6%
14 646	£	36,6%
14 667	£	36,6%
14 688	£	36,6%
14 708	£	36,7%
14 729	£	36,7%
14 750	£	36,7%
14 771	£	36,7%
14 792	£	36,7%
14 813	£	36,8%
14 833	£	36,8%
14 854	£	36,8%
14 875	£	36,8%
14 896	£	36,8%
14 917	£	36,9%
14 938	£	36,9%
14 958	£	36,9%
14 979	£	36,9%
15 000	£	36,9%
15 021	£	36,9%
15 042	£	37,0%
15 063	£	37,0%
15 083	£	37,0%
15 104	£	37,0%
15 125	£	37,0%
15 146	£	37,1%
15 167	£	37,1%
15 188	£	37,1%
15 208	£	37,1%
15 229	£	37,1%
15 250	£	37,1%
15 271	£	37,2%
15 292	£	37,2%
15 313	£	37,2%

Remuneration related to support or assistance		
Monthly		adjustment %
15 521	€	37,4%
15 542	€	37,4%
15 583	€	37,4%
15 604	€	37,4%
15 625	€	37,5%
15 646	€	37,5%
15 667	€	37,5%
15 688	€	37,5%
15 708	€	37,5%
15 729	€	37,5%
15 750	€	37,6%
15 771	€	37,6%
15 792	€	37,6%
15 813	€	37,6%
15 833	€	37,6%
15 854	€	37,6%
15 875	€	37,7%
15 896	€	37,7%
15 917	€	37,7%
15 938	€	37,7%
15 958	€	37,7%
15 979	€	37,7%
16 000	€	37,8%

## Appendix IV

## List of Arbitrators

Chief Arbitrator: Me Maureen Flynn

1. Francine Beaulieu
2. Richard Bertrand
3. François Blais
4. Nathalie Faucher
5. Denis Gagnon
6. Francine Lamy
7. Éric Lévesque
8. Jean Ménard
9. Denis Provençal
10. Martin Racine

**LETTER OF UNDERSTANDING A BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC (FFARIQ) RESPECTING PHYSICAL STANDARDS**

**THE PARTIES AGREE AS FOLLOWS:**

1. The parties acknowledge the principle whereby the physical standards of the institution, prevailing at the time of recognition or of the evaluation in respect of the general criteria determined by the Minister and at the time of signing of the specific agreement, form an integral part of the conditions under which the resource's provision of services is made (vested rights in this respect) during the entire term of that agreement.
2. However, the principle that the physical standards are kept stable cannot result in the restriction of the application of legislative or regulatory provisions made by the competent authorities, particularly with regards to the users' health and safety.
3. In addition, this principle may not limit or prohibit the institution from implementing changes to the physical standards, notably for reasons related to the users' health and safety;
4. When, during the term of a specific agreement, an institution plans to require changes to the physical standards that prevailed at the time of recognition or of the evaluation in respect of the general criteria determined by the Minister and at the time of signing of the specific agreement, thereby significantly modifying the conditions under which the provision of services is made (i.e.: fixed asset project), the following procedure applies:
  - a) the institution must notify the resource of the planned change within a reasonable time period before said change is implemented, with reasons;
  - b) upon request by the resource, the institution meets with the resource to discuss the planned change to the physical standards and attempts to come to a written agreement with respect to the costs incurred (financing, shared costs, etc.), where applicable;
  - c) the preceding paragraph aims to indicate to the parties to the specific agreement the necessity of arriving at a written agreement if a fixed asset project or works must be undertaken following changes to the physical standards required by the institution. This does not mean that the institution and the resource are obligated to come to an agreement. If, and only if, the project must be implemented, does a written agreement become necessary;
  - d) failing an agreement in this respect, the institution and the resource may have recourse to one of the mechanisms for concerted action provided for in chapter 6 of the group agreement.
5. This letter of understanding forms an integral part of the group agreement.

In witness thereof, the parties have signed on the \_\_\_ day of \_\_\_\_\_ 2021.

**FÉDÉRATION DES FAMILLES D'ACCUEIL  
ET DES RESSOURCES INTERMÉDIAIRES  
DU QUÉBEC (FFARIQ)**

**THE MINISTER OF HEALTH AND  
SOCIAL SERVICES**

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Geneviève Rioux, president

---

Christian Dubé

**LETTER OF UNDERSTANDING B BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC (FFARIQ) RESPECTING THE SPECIFIC AGREEMENT**

GIVEN section 55 of the *Act respecting the representation of family-type resources and certain intermediate resources and the negotiation process for their group agreements* (CQLR, c. R24.0.2) (*Act respecting the representation of resources*) which provides that it is up to the institution and the resource to agree on the terms of and sign a specific agreement.

GIVEN that this agreement must pertain exclusively to the 4 following matters, as provided for in section 55 of the *Act respecting the representation of resources*:

- a) the number of recognized places assigned to the resource;
- b) the type of users that may be referred to the resource;
- c) the identification of the respondents of the parties for the purpose of their business relationship;
- d) the term..

GIVEN that this agreement may not contravene the provisions of the group agreement;

GIVEN that the stability of the living environment is sought by the parties in the best interest of the child;

GIVEN that the Minister and the Federation, in accordance with the responsibilities of the institution and of the resource, wish to promote the best practices regarding the specific agreements, with a view to ensuring coherence among institutions and resources;

**The parties agree as follows:**

1. The institutions and the resources shall use the entire content of the specific agreement template and addendum template as forms appended to this letter of understanding and cannot derogate from or modify them.
2. Since the arbitration procedure set out in the group agreement only applies to difficulties respecting the interpretation or the application of the group agreement<sup>1</sup>, the arbitration procedure does therefore not automatically apply to a difficulty related to the interpretation or the application of the specific agreement.
3. However, in consideration of the provisions agreed upon in relation to article 6-3.00<sup>2</sup>, the Minister and the Federation agree that the settlement of difficulties relating to the specific agreement shall be subject to the same mechanisms or procedures as those set out in the group agreement, for difficulties related to the interpretation or the application of that agreement.
4. Therefore, the Minister and the Federation expressly agree:
  - a) that the mechanisms for concerted action provided for in the group agreement apply, with the necessary modifications, to the case of a difficulty related to the interpretation or the application of the outline of the specific agreement as a form;

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<sup>1</sup> Section 56 of the Act respecting the representation of resources and clause 1-2.15 of the group agreement.

<sup>2</sup> Arbitration procedure under articles 620 and following of the *Code of Civil Procedure* (RLRQ, c. C-25.01).

- b) that prior to the arbitration procedure for the cases mentioned in paragraph c), the institution and the resource may, by joint agreement, use the mechanisms for concerted action provided for in clause 6-1.04 a) of the group agreement;
- c) that the arbitration procedure provided for in the group agreement shall apply, with the necessary modifications, in the following cases, to the exclusion of any recourse before any court:
- in the case of a dispute concerning the unilateral modification of the specific agreement during its term;
  - in the case of a dispute concerning the termination of the specific agreement by the institution before the term has expired;
  - in the case of a dispute arising from the fact that the institution precluded the specific agreement from being renewed, where the application of the agreement would have entitled the resource to such a renewal;;
  - in the case of a dispute caused by the termination of the specific agreement because the resource does not meet one or more of the general criteria determined by the Minister and included in the Frame of reference, on which the resource was assessed;
- d) that, in the cases mentioned in the preceding paragraph c), the arbitrator must verify whether the decision made by the institution was made on serious grounds;
- e) that, if not, the arbitrator shall have the authority to set the amount of the damages and interest that may be due to the resource for the material, bodily or moral injuries it has suffered, including exemplary damages, if applicable;
- f) That, if the arbitrator considers it appropriate, it may order the parties to discuss, within a time the arbitrator determines, the possibility of reestablishing the specific agreement and its related terms. The arbitrator must then, prior to such an order, send the parties its decision as to whether the dispute is well-founded, without any determination as to damages and interest.
- The arbitrator may designate a mediator or a conciliator to accompany the parties during this discussion. If the discussions fail, the arbitrator shall set the amount of damages and interest that are due to the resource for the material, bodily or moral injury it has suffered, including exemplary damages, if applicable;
- g) that, despite any provision to the contrary, the arbitrator may in no case order a specific agreement which was terminated by the institution to come back into force, nor order a specific agreement whose renewal was prevented by the institution to be renewed.
5. This letter of understanding also applies to the specific agreements signed between a resource and an institution before the coming into force of this group agreement.
6. The new specific agreement and addendum templates as forms do not apply retroactively and do not alter existing agreements. However, the new templates shall be used at the first opportunity to renew or amend the specific agreement.

7. This letter of understanding forms an integral part of the group agreement.

In witness thereof, the parties have signed on the \_\_\_\_ day of the month of \_\_\_\_\_ 2021.

**LA FÉDÉRATION DES FAMILLES  
D'ACCUEIL ET DES RESSOURCES  
INTERMÉDIAIRES DU QUÉBEC (FFARIQ)**

**THE MINISTER OF HEALTH AND  
SOCIAL SERVICES**

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Geneviève Rioux, president

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Christian Dubé

# SPECIFIC AGREEMENT TEMPLATE

## AS A FORM

**THE MINISTER OF HEALTH AND SOCIAL SERVICES AND  
THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES  
DU QUÉBEC (FFARIQ)**

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Specific agreement<sup>1</sup> entered into in the city of ....., province of Québec, Canada.

**BETWEEN:** ..... (corporate name), legal person under public law duly constituted in accordance with the Act respecting health services and social services (CQLR, c. S-4.2), having its principal place of business at .....(number and street name), in the city of ..... (name of city), province of Québec, ..... (postal code), represented by ..... (name of representative), ..... (representative's title, if applicable), duly authorized to act as representative, as said representative has declared;

**HEREINAFTER REFERRED TO AS THE "INSTITUTION";**

**AND:** ....., (last names and first names of the physical persons responsible for the resource)<sup>2</sup> having his or her (their) principal residence at ..... (number and street name), in the city of ..... (name of city), province of .....(name of province), ..... (postal code);

**HEREINAFTER REFERRED TO AS THE "RESOURCE";**

**HEREINAFTER COLLECTIVELY REFERRED TO AS THE "PARTIES".**

**PREAMBLE**

**WHEREAS** the Parties wish to enter into an agreement for the provision of services under which the Institution may refer users to the resource in order to provide them with the living environment that promotes parental relationships in a home environment, as well as the services required by their condition.

**WHEREAS** section 65 of the Act to modify the organization and governance of the health and social services network, in particular by abolishing the regional agencies (CQLR, c. 0-7.2) provides that the institution carries out the recruitment and the evaluation of the resources in accordance with the general criteria determined by the Minister and provided for in the Frame of reference.

**WHEREAS** the Parties recognize the user's right to receive quality health services and social services and affirm their respective obligations to provide such services in accordance with the roles and responsibilities that are assigned to them by applicable legislative and regulatory provisions and agreements.

**WHEREAS** an institution may use the services of an intermediate resource or of a family-type resource for the purpose of carrying out the mission of the centers it operates.

<sup>1</sup> The footnotes included in this template are given for information purposes only.

<sup>2</sup> If the resource is operated by a partnership, the name of the partnership and its form (general, limited or joint) should be added before the full names of the individuals responsible for it.

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Institution

Resource

**WHEREAS** the stability of the living environment is sought by the parties in the best interest of the child.

**WHEREAS** section 55 of the Act respecting the representation of family-type resources and certain intermediate resources and the negotiation process for their group agreements (CQLR, c. R-24.0.2, hereinafter referred to as the: Act respecting the representation of resources), provides that the Institution and the Resource must enter into an agreement pertaining to the number of recognized places assigned to the resource, the type of users that may be referred to the resource, the identification of the representatives of the Parties for the purpose of their business relationship, and its term.

**WHEREAS** section 312 of the Act respecting health services and social services (CQLR, c. S-4.2) (AHSSS) provides that may be recognized as a foster family or foster residence, one or two people who receive in their principal place of residence a maximum of nine children in difficulty who are entrusted to them by a public institution in order to respond to their needs and afford them living conditions promoting a parental relationship in a family context.

**WHEREAS** section 1 of the Act respecting the representation of resources provides that that Act applies to family-type resources within the meaning of the AHSSS and to any natural person responsible for an intermediate resource within the meaning of that Act provided, in the latter case, that the natural person operating the resource meets the requirements provided for in that section.

**THE PARTIES AGREE AS FOLLOWS:**

**1. PREAMBLE**

1.1 The preamble forms an integral part of this specific agreement.

**2. OBJECT**

2.1 The object of this specific agreement is to set out the specific conditions of the Parties' business relationship, as provided for in section 55 of the Act respecting the representation of resources.

2.2 The Parties recognize that this specific agreement is, notably, a complement to the provisions:

2.2.1 of the ARHSSSand its regulations, among which the Regulation respecting the classification of services offered by an intermediate resource and a family-type resource (CQLR, c. S-4.2, r. 3.1) and the Form for the determination and classification of support and assistance services filled out by the Institution for each user;

2.2.2 the Youth Protection Act (CQLR, c. P-34.1);

2.2.3 the Youth Criminal Justice Act (S.C. 2002, c. 1); and

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Institution

Resource

2.2.4 of the group agreement signed on \_\_\_\_\_ 2021 between the Minister of Health and Social Services and the Fédération des familles d'accueil et des ressources intermédiaires du Québec (FFARIQ) (hereinafter referred to as the: Group Agreement);

which form an integral part of their business relationship.

2.3 The Parties recognize that no clause in this specific agreement may violate any of these legislative or regulatory provisions or those of the Group Agreement.

### 3. RECOGNIZED PLACES

#### 3.1 Regular Places

The Parties agree that ..... (number of recognized places) places are recognized unto the Resource in order to lodge users referred by the Institution. The duration of the agreement is agreed upon by clause 5.1.1.

#### 3.2 Specific places<sup>3</sup> (used for any situation related to a particular user)

The Parties agree that \_\_\_\_\_ (number of places for identified users) place(s) are recognized at the Resource to receive the user(s) \_\_\_\_\_ (confidential identification of the user) entrusted by the Institution. Upon the final departure of the user(s), the places(s) will be closed. In the event that the specific agreement provides for specific places only, the duration of the agreement is set out in clause 5.1.2.

### 4. TYPES OF USERS

4.1 The Parties agree that the following types of users may be referred by the Institution to the Resource:

#### 4.1.1 Children or Adults

Child:  Adult:

#### 4.1.2 Programs services and specifications

Programs Services

Specifications on the type of users (special mentions can be agreed upon)

Young persons with adjustment problems:

Mentally Impaired:

Autism Spectrum Disorder

<sup>3</sup> The specific place is used for any situation related to a specific user as specified in Letter of Understanding C.

Physically Impaired:	<input type="checkbox"/>	<input type="text"/>
Mental Health:	<input type="checkbox"/>	<input type="text"/>
Addictions:	<input type="checkbox"/>	<input type="text"/>
Autonomy support for seniors:	<input type="checkbox"/>	<input type="text"/>
Others:	<input type="checkbox"/>	<input type="text"/>

**5. TERM**

**5.1 Initial Term and Effective Date of the Agreement<sup>4,5,6</sup>**

5.1.1 The term of this agreement is \_\_\_\_\_ (\_\_\_\_) (number, first in writing, then in figures) \_\_\_\_\_ (years, months, days), commencing on \_\_\_\_\_ (date), unless it is prematurely terminated under other provisions of the specific agreement.

OR

5.1.2 The term of the agreement, for a resource having only one or more specific places, comes into force on \_\_\_\_\_ (date of arrival of the first user) and ends on the date of final departure of the last user unless the order of placement is ended or the agreement is prematurely terminated under other provisions of the specific agreement

**5.2 Renewal<sup>7,8,9,10</sup>**

5.2.1 This agreement is automatically renewed at its term, ..... times, for an equal term and on the same conditions, unless one of the Parties to the agreement sends the other Party a notice of non-renewal within ..... (number) days prior to that term, which notice must indicate the reason preventing such a renewal — such reason may be economic in nature.

<sup>4</sup> The Minister has made a commitment that every effort will be made to ensure that the specific agreements entered into will have an initial duration of at least 3 years, unless there are reasons for a shorter period (Letter of Understanding #2 in the Informative Section).

<sup>5</sup> Clause 5.1.1 may be adapted so that the specific agreement begins on a date set by the Parties, or on a specific event.

<sup>6</sup> In some specific situations, the duration of the specific agreement may be limited to a defined period of time related to the arrival of a user's event until the end of the placement. Clause 5.1.2 may then be used.

<sup>7</sup> The Minister has committed to making every effort to ensure that the specific agreement provides for at least one automatic renewal that can only be prevented for a reason, including an economic reason (Letter of Understanding #2 in the Informative Section). The Parties may agree to a greater number of automatic renewals.

<sup>8</sup> For any situation related to a particular user, the Parties may agree that there will be no automatic renewals and clause 5.2.3 shall be used.

<sup>9</sup> The Minister has committed to making every effort to ensure that the deadline for providing notice of non-renewal is at least 90 days (Letter of Understanding #2 of the informative section).

<sup>10</sup> The institution may, before proceeding with the non-renewal of a resource due to a lack of users, after re-evaluating the resource, offer the resource the possibility of modifying its client profile in order to accommodate other types of users.

Institution	Resource

5.2.2 If one of the Parties to the agreement sends the other Party a notice of termination according to the present clause, the continuation of the business relationship between the Parties after the expiration of the initial or renewed term of the agreement, if any, shall not be deemed a renewal, extension or continuation of the agreement.

5.2.3 For a resource with only one or more specific places, no renewal of the specific agreement is applicable in accordance with clause 5.1.2.

### 5.3 Absence of presumption

5.3.1 Unless the specific agreement is prematurely terminated in accordance with any of its other provisions, this agreement ends at the expiry of the term set in this section. Consequently, the continuation of the business relationship between the Parties after the term's expiry cannot in any way be construed as a roll-over, renewal, extension or continuation of the agreement.

### 5.4 Termination of the agreement

#### 5.4.1 By mutual consent

5.4.1.1 The Parties may, at any time, terminate this agreement by mutual consent.

#### 5.4.2 Without notice

5.4.2.1 This agreement will be terminated, without notice, if one of the following events occurs:

- the assignment of the specific agreement;
- the resource is no longer practicing in its primary place of residence.

5.4.2.2 In this event, the Parties agree on a reasonable time period, given the circumstances, to proceed with the users' transfer.

#### 5.4.3 For serious reasons

5.4.3.1 Each of the Parties may terminate this agreement before its term, if a serious reason exists.

5.4.3.2 The Party must send a written notice to the other Party which must include the reason and the date on which the termination shall take effect. Termination shall be effective upon receipt of such notice, unless otherwise agreed by the Parties.

#### 5.4.4 Non-compliance with the criteria

5.4.4.1. As a result of not meeting the general criteria identified by the Minister in his Frame of Reference against which the resource was assessed.

## 6. MODIFICATION BY MUTUAL AGREEMENT

6.1 This agreement may be amended at any time with the mutual consent of the Parties.

6.2 Any changes, however, must be documented in an addendum, a copy of which must be placed in the resource's file and a copy provided to the resource.

## 7. PARTIES' POINTS OF CONTACT

### 7.1 Identification

7.1.1 The Parties identify the following persons as their points of contact in regard to their business relationship:

**For the institution:**

name(s) and contact information

**For the resource:**

name(s) and contact information

### 7.2 Replacement of the respondents

7.2.1 If it is necessary to replace one of the points of contact, the Party concerned must inform the other Party as soon as possible. In cases where there is more than one point of contact, each of them may act separately and the authorization given by one of them constitutes a valid authorization.

## 8. NOTICE

8.1 All notices required within the scope of this specific agreement must, in order to be considered as having been legally given, be sent to the point of contact of the concerned Party by any means allowing for proof of receipt.

## 9. PROCEEDINGS

### 9.1 Mechanisms for concerted action and arbitration procedure

9.1.1 The Parties subscribe to Letter of understanding B, which forms an integral part of the Group Agreement for the purposes of this specific agreement.

9.1.2 The Parties agree, among others:

9.1.2.1; That the mechanisms for concerted action provided for in the Group Agreement apply, with the necessary modifications, in the case of a difficulty relating to the interpretation or the application of this agreement;

9.1.2.2 That the civil arbitration procedure provided for in the Group Agreement applies, with the necessary modifications, in the following cases:

- a dispute concerning the unilateral amendment of the specific agreement during its term
- a dispute concerning the termination of the specific agreement by the Institution prior to the end of its term;
- a dispute concerning the termination of the specific agreement because the resource no longer meets one or more of the general criteria identified by the Minister in the Frame of Reference under which it was assessed
- a dispute caused by the fact that the Institution prevented the renewal of the specific agreement when the application of the agreement entitled it to such renewal;

to the exclusion of any recourse before any court and in compliance with the other terms and conditions provided for in the letter of Understanding B as part of the Group Agreement.

**10. GENERAL PROVISIONS**

**10.1 Assignment**

10.1.1 This specific agreement is non-assignable and the rights and obligations that are provided for herein cannot be assigned by the Resource to another person.

10.1.2 Is not considered an assignment within the meaning of this clause, the amendment of the specific agreement that provides for the addition or the withdrawal of a physical person responsible for the resource who, at the time of the amendment, had his or her principal residence on the resource’s premises. In such cases, the provisions of clause 7.2 of this agreement apply.

**11. SIGNATURE AND HANDING OVER OF THE SPECIFIC AGREEMENT**

11.1 Each of the Parties shall initial each page of the specific agreement and sign it and any addenda when amended.

11.2 A copy of the specific agreement or any addendum, signed by the Parties, shall be delivered to each Party.

**IN WITNESS THEREOF, THE PARTIES HAVE SIGNED:**

**For the Institution:**

**For the Resource:**

In ....., on .....

In ....., on .....

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

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**ADDENDUM #**  
*(attached to the specific  
agreement,  
Amendment under Section 6)*

**BETWEEN:** \_\_\_\_\_  
**hereinafter referred to as the "Institution";**

**AND:** \_\_\_\_\_  
\_\_\_\_\_  
**hereinafter referred to as the "Resource";**  
**hereinafter collectively referred to as the "Parties".**

**WHEREAS,** the Institution and the Resource have executed a specific agreement setting out the terms of the business relationship between the parties on \_\_\_\_\_ (date) (the Specific Agreement);

**WHEREAS,** the Parties, pursuant to Section 6 of the Specific Agreement, may amend the Specific Agreement by mutual agreement with respect to (1) the identification of the Resource's sponsors; (2) the number of recognized places; and (3) the type of users who may be referred to the Resource;

**WHEREAS,** the Parties wish to amend one or more of the matters set forth in the Specific Agreement or arising from previous addenda during the term of the Specific Agreement;

**WHEREAS,** this Addendum, when executed, shall apply to and become part of the Specific Agreement between the Parties.

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. Preamble**

The preamble to this addendum is an integral part of this addendum.

**2. Change in the identification of the Resource's respondent**

The Parties agree that the Respondent(s) for the Resource is/are now as follows as of \_\_\_\_\_ (date):

\_\_\_\_\_  
\_\_\_\_\_

Institution	Resource

**3. Change in the number of recognized places**

The Parties agree that \_\_\_\_\_ (**number of regular place(s)**) is/are recognized to the Resource to receive any user entrusted by the Institution as of \_\_\_\_\_ (date).

The Parties agree that \_\_\_\_\_ (**number of specific place(s)**) for the identified user(s) place(s) are recognized at the Resource to receive the user(s): \_\_\_\_\_ (confidential user identification(s)) entrusted by the Institution as of \_\_\_\_\_ (date). Upon the final departure of the user(s), the specific place(s) will be closed.

**4. Modification of the type of users**

The Parties agree that the following type(s) of user(s) may be assigned to the Resource by the Institution as of \_\_\_\_\_ (date):

**4.1 Child or adult**

Child:

Adult:

**4.2 Service programs and specifications**

Service Programs	Specifications on the type of users <i>(special can be agreed upon)</i>
Young persons with adjustment problems:	
Mentally Impaired:	
Autism Spectrum Disorder	
Physically Impaired:	
Mental Health:	
Addictions:	
Autonomy support for seniors:	
Others:	

**5. Effect of this Addendum**

Except as modified by this Addendum, the terms and conditions of the Specific Agreement are not hereby modified and shall continue in full force and effect between the Parties.

**IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED IN TWO (2) COPIES (ONE FOR THE RESOURCE AND ONE FOR THE INSTITUTION):**

**For the Institution:**

In \_\_\_\_\_ ,

On \_\_\_\_\_

By:

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Signature:

\_\_\_\_\_

**For the Resource:**

In \_\_\_\_\_ ,

On \_\_\_\_\_

By:

Name # 1:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Name # 2:

\_\_\_\_\_

Signature:

\_\_\_\_\_

**LETTER OF UNDERSTANDING C BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES  
AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES  
RESSOURCES INTERMÉDIAIRES DU QUÉBEC (FFARIQ)  
CONCERNING THE EXPRESSION OF RESTRICTED  
AVAILABILITY, IRREGULAR AVAILABILITY OR A PERIOD OF  
UNAVAILABILITY OF A VACANT PLACE**

GIVEN section 55 of the Act respecting the representation of family-type resources and certain intermediate resources and the negotiation process for their group agreements (chapter R24.0.2) which provides that a specific agreement between the institution and the resource must only concern four matters, including the number of recognized places assigned to the resource.

GIVEN that the parties deem it expedient that the institution and the resource be able to agree on the restricted or irregular availability of an available place in order to establish the terms of payment of the remuneration in those circumstances.

**The parties agree as follows:**

1. Unoccupied places are recognized as being available at all times. Any period of limited or irregular availability of a place(s) must be requested by the resource and agreed upon between the resource and the institution.
2. Institutions and resources use the form attached to this letter of understanding to agree to the limited or irregular availability or period of unavailability of a unoccupied place,

The provisions set forth in this form, without changing the text or content, shall apply unless and until the parties agree otherwise.

3. Limited availability places are available to accommodate only specific users for whom the parties agree that the identified place(s) for those users are not available on unoccupied days. Such days shall not be eligible for payment of reasonable operating expenses as provided in Section 3-7.02.

A new place may be recognized and placed on limited availability to accommodate a particular user if the resource and the institution agree.

Restricted places are for intermittent placements on a temporary basis:

- A user who is a sibling of another user already in a placement in the resource;
- A user who has already been placed in the resource.

4. Unavailable days, irregularly available places, and unavailability of an unoccupied place shall not entitle a person to payment of reasonable operating expenses as provided in Section 3-7.02.

5. The form may not be used by the institution to prevent payment of the reasonable operating expense allowance upon intermittent placement on an existing available place at the specific agreement.
6. This letter of understanding forms an integral part of the group agreement.

**In witness thereof, the parties have signed on the \_\_\_\_ day of \_\_\_\_\_  
2021.**

**LA FÉDÉRATION DES FAMILLES  
D'ACCUEIL ET DES RESSOURCES  
INTERMÉDIAIRES DU QUÉBEC (FFARIQ)**

**THE MINISTER OF HEALTH AND  
SOCIAL SERVICES**

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Geneviève Rioux, president

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Christian Dubé

**Form agreeing to the terms of expression of restricted availability, irregular availability  
or unavailability of an unoccupied place**

**BETWEEN:**

\_\_\_\_\_

**hereinafter referred to as the "Institution";**

**AND:**

\_\_\_\_\_

\_\_\_\_\_

**hereinafter referred to as the "Resource";**

**hereinafter collectively referred to as the "Parties".**

**WHEREAS** the Institution and the Resource have executed a specific agreement setting out the terms and conditions of the business relationship between the parties on \_\_\_\_\_ (date) **(the Specific Agreement)**.

**WHEREAS** any period of restricted, irregular or unavailable place(s) must be requested by the Resource and agreed upon between the Resource and the Institution.

**WHEREAS** the institution may not use this form to prevent payment of the reasonable operating expense allowance.

**WHEREAS** the provisions of this form are applicable as long as the parties have not agreed to different terms.

**THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**1. Preamble**

The preamble to this form is an integral part of this form.

**2. Place(s) with limited availability**

The Parties agree that the resource has \_\_\_\_\_ (number of places) recognized place(s) to accommodate a particular user. These \_\_\_\_\_ are places available to accommodate only specific users.

- **Confidential identification of user(s):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Institution

Resource

Precisions:

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- **The restricted availability period begins on \_\_\_\_\_ (date or event) and ends on \_\_\_\_\_ (date or event):**

Precisions:

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**3. Place(s) with irregular availability**

The Parties agree that the resource has \_\_\_\_\_ (number of places) recognized as having irregular availability. This is a place available to accommodate users for specific periods (days of the week, months of the year, etc.).

**Continuous days:** Continuous days consist of consecutive days or a specified period.

Beginning Date: \_\_\_\_\_

End Date: \_\_\_\_\_

Precisions:

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**Fixed days:** Fixed days consist of specific days of the week.

Beginning Date: \_\_\_\_\_

End Date: \_\_\_\_\_

Precisions:

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**Variable days:** Variable days consist of identified dates.

Beginning Date: \_\_\_\_\_

End Date: \_\_\_\_\_

Precisions:

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**4. Period of unavailability of a vacant place**

The Parties agree that the resource has \_\_\_\_\_ (number of places) recognized as unavailable for the period(s) identified below. These are places that are not available to accommodate users for this period.

Beginning Date: \_\_\_\_\_

End Date: \_\_\_\_\_

Precisions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5. Effect of this Form**

Any changes made by this form shall not alter the terms and conditions of the specific agreement. In the absence of a termination date set forth in this form, the terms and conditions hereof shall continue in full force and effect between the Parties until the termination of the specific agreement.

**IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED IN TWO (2) COPIES (ONE FOR THE RESOURCE AND ONE FOR THE INSTITUTION):**

**For the Institution:**

**For the Resource:**

In \_\_\_\_\_ ,

In \_\_\_\_\_ ,

On \_\_\_\_\_

On \_\_\_\_\_

By:

By:

Name:

Name # 1:

\_\_\_\_\_

\_\_\_\_\_

Title:

Signature:

\_\_\_\_\_

\_\_\_\_\_

Signature:

Name # 2:

\_\_\_\_\_

\_\_\_\_\_

Signature:

\_\_\_\_\_

## **INFORMATIVE SECTION**

The letters of understanding set out in this section do not form an integral part of the group agreement

**LETTRE D'ENTENTE N° 1 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE  
FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES  
INTERMÉDIAIRES DU QUÉBEC (FFARIQ) RESPECTING THE  
CLASSIFICATION EXAMINATION PROCEDURE**

GIVEN the Act respecting Health Services and Social Services (CQLR, c. S-4.2).

GIVEN the Regulation respecting the classification of services offered by an intermediate resource and a family-type resource (CQLR, c. S-4.2, r. 3.1), hereinafter referred to as the "Regulation".

GIVEN the Form for the determination and classification of support and assistance services, hereinafter referred to as the "Form", appended to the Regulation.

GIVEN that it is the institution's responsibility to determine the classification of the services offered by the resource to the users.

GIVEN the impact that an institution's decisions in this respect have on the level of services that must be offered to the users and on the remuneration that must be paid to the resources.

**THE PARTIES AGREE AS FOLLOWS:**

1. Persons designated by an institution to carry out the classification of users must receive prior training on the Form's application.
2. Institutions that use the services of an intermediate resource or of a family-type resource must maintain a classification examination procedure to handle examination requests made by resources—which procedure shall be adapted according to the changes made to this letter of understanding—no later than 90 days after the group agreement entered into by the parties has come into force.
3. This procedure must be separate from any other mechanism for disagreement resolution.
4. This procedure must have the following characteristics:
  - a) it must be under the responsibility of a manager, designated by the institution, the manager must have a certain degree of clinical knowledge;
  - b) the manager must receive a resource's written request for modification, which must be sent within 15 days from the receipt of the classification of the services offered by the resource and must set out the reasons underlying the request;
  - c) the manager may reject, upon summary examination, any request he or she deems frivolous, vexatious or made in bad faith. The manager must then inform the resource of its finding, in writing, with reasons;
  - d) the manager identifies a person responsible for analysing the resource's request and for making recommendations to him or her as to the necessity of revising the classification and, if applicable, as to the modifications that should be made to the classification;
  - e) the person responsible must have the necessary skills and must have received the training provided for in item 1;
  - f) this person must preferably be a person working within the institution;
  - g) this person cannot be the person who made the initial classification. However, that person may be consulted;

- h) the person responsible takes cognizance of all the information, particularly of the information relevant to and necessary for the user and may consult with or meet any other person he or she deems appropriate;
- i) while the person responsible is making his or her analysis of the resource's request for examination, the resource must be given the opportunity to present its observations to that person. The resource may be accompanied by a representative of its association;
- j) the person responsible gives his or her recommendations to the manager, who must deliver a decision, in writing and with reasons to the resource, within a reasonable time period from the request for examination, while taking into account the circumstances; if the decision is not rendered within 30 days of the request for examination, it must be given priority treatment by the institution;
- k) the analysis of the request for examination by the person responsible and the ensuing decision made by the manager must essentially aim to ensure that the support or assistance services determined by the institution meet the needs of the users and that the services determined are fairly reflected in the resource's remuneration;
- l) if a decision is made to modify the classification, the modification is retroactive to the date of coming into force of the classification that was submitted to the examination procedure. A duly filled out Form must then be given to the resource in compliance with the Regulation;
- m) the institution's decision, made through its manager, cannot be subject to any proceedings of any sort, particularly not to the arbitration procedure provided for in clause 6-3.00 of the group agreement.
- n) notwithstanding anything to the contrary in this letter of understanding, in the event of non-payment of retroactivity, if any, the mechanisms of concerted action, dispute resolution procedures and arbitration shall apply.

5. This letter of understanding does not form an integral part of the group agreement.

**In witness thereof, the parties have signed, on the \_\_\_\_\_ day of \_\_\_\_\_ 2021.**

**LA FÉDÉRATION DES FAMILLES  
D'ACCUEIL ET DES RESSOURCES  
INTERMÉDIAIRES DU QUÉBEC (FFARIQ)**

**THE MINISTER OF HEALTH AND  
SOCIAL SERVICES**

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Geneviève Rioux, president

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Christian Dubé

**LETTER OF UNDERSTANDING NO 2 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES  
AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES  
RESSOURCES INTERMÉDIAIRES DU QUÉBEC (FFARIQ)  
RESPECTING THE TERM OF THE SPECIFIC AGREEMENTS  
AND THE TRANSITIONAL CONDITIONS**

GIVEN section 37 of the Act respecting the representation of family-type resources and certain intermediate resources and the negotiation process for their group agreements (CQLR, c. R- 24.0.2, hereinafter referred to as the Act respecting the representation of resources) which provides that a group agreement cannot include provisions concerning the matters that are exclusive to a specific agreement referred to in section 55 of that Act;

GIVEN section 55 of the Act respecting the representation of resources which provides that the provisions of a specific agreement between an institution and a resource must exclusively concern four specific matters, among which its term;

GIVEN that the stability of the living environment is sought by the parties in the best interest of the child;

GIVEN the parties' desire to enable resources to be financially viable and to develop their skills;

GIVEN the parties' will to have institutions and resources enter into contracts the terms of which are conducive to attaining these goals;

**The parties agree as follows:**

1. The Minister promises to take the steps necessary so that a specific agreement signed by an institution and a resource of the Federation
  - a) have an initial term of at least 3 years, unless reasons raised by the resource or the institution justify a shorter term. The term shall be agreed upon by the parties;
  - b) provides for at least 1 automatic renewal that can only be prevented by a reason raised by the resource or the institution, including an economic reason. The number of automatic renewals shall be agreed upon by the parties.
2. The Minister promises to take the steps necessary so that any notice of non-renewal included in a specific agreement is to be sent to the other party within 90 days of the expiry of the agreement's term.
3. For the purposes of this letter of understanding, a resource and an institution who have entered into a contract or a specific agreement that is due for renewal or whose term is about to expire, and who wish to continue their business relationship, may enter into a specific agreement on the same conditions as those provided for in clause 1 a) of this letter of understanding.

However, they must do so using the new specific agreement template provided for in this agreement.
4. On signing the group agreement, all specific agreements that have an automatic renewal clause will be interpreted as allowing for a single renewal for the same term and on the same conditions.

5. This letter of understanding does not form an integral part of the group agreement.

**In witness thereof, the parties have signed, on the \_\_\_ day of \_\_\_\_\_ 2021.**

**LA FÉDÉRATION DES FAMILLES  
D'ACCUEIL ET DES RESSOURCES  
INTERMÉDIAIRES DU QUÉBEC (FFARIQ)**

**THE MINISTER OF HEALTH AND  
SOCIAL SERVICES**

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Geneviève Rioux, president

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Christian Dubé

**LETTER OF UNDERSTANDING NO 3 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES  
AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES  
RESSOURCES INTERMÉDIAIRES DU QUÉBEC (FFARIQ)  
RESPECTING AN ADDITIONAL DAILY REMUNERATION (ADR)**

**THE PARTIES AGREE AS FOLLOWS:**

1. Even if the group agreement provides for a per diem in relation to the level of services required, there may be cases in which the institution expressly makes requirements that go beyond the norm with respect to the support or assistance services required.

Examples of the cases mentioned in the preceding paragraph are: the presence of many users presenting particular and complex difficulties, seniors with radical loss of autonomy, high-needs users such as those having intellectual disabilities, users directed to a resource on a temporary basis, while they should normally have been lodged elsewhere given the standards and practices in force.

Examples of requirements that go beyond the norm, as mentioned in the first paragraph are: increase in normal supervision, constant presence of another person during a short or long period on a daily basis.

2. When an institution expressly makes requirements such as those mentioned above, these requirements may justify an additional daily remuneration per user or an additional per diem in relation to the level of services required provided for in the group agreement.
3. To determine if a requirement justifies an additional daily remuneration in addition to the applicable remuneration, the institutions and resources use the eligibility criteria attached to this letter of understanding.
4. If the resource believes it is entitled to an additional remuneration following the imposition of certain requirements, it must make its application to the institution, with reasons, at the time the requirements are asked of it.
5. The institution meets with the resource who has filed a written application and analyses its admissibility.
6. If the application is deemed admissible, the institution sends it to the Ministère, providing it with all the relevant information necessary and indicating the reasons for which an additional daily remuneration should be granted, and if applicable, the amount and the term of such remuneration.
7. The institution may, on its own initiative, send the Ministère a request for an additional daily remuneration for a user.
8. The objective pursued by the parties, in the cases of requirements formulated by institutions that go beyond the norm, is to treat the applications made for additional daily remuneration in the most coherent and harmonized way possible, and to do so for all of the resources and the all of institutions to which they are attached.
9. The final decision concerning the case of a resource and the granting, if appropriate, of an additional daily remuneration for a user for the term the Ministère deems necessary, rests on the Ministère.
10. In the event of non-payment of the additional per diem, the concerted action and disagreement regulation mechanisms will apply. Except for this case, it is expected that this letter of understanding is not arbitrable.

11. The additional daily fee is not subject to tax adjustment.
12. When more than one criterion justifies an additional daily fee for the same user, the fee percentages must be added together.
13. This letter of understanding does not form an integral part of the group agreement.

In witness thereof, the parties have signed, on the \_\_\_ day of \_\_\_\_\_ 2021.

LA FÉDÉRATION DES FAMILLES  
D'ACCUEIL ET DES RESSOURCES  
INTERMÉDIAIRES DU QUÉBEC (FFARIQ)

THE MINISTER OF HEALTH AND SOCIAL  
SERVICES

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Geneviève Rioux, president

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Christian Dubé

### Additional daily remuneration eligibility criteria

The evaluation of a user's needs, and of the frequency and the duration of the intervention, must be made in respect of the services that the resource is to provide in response to the requirements stated by the institution.

To determine if a requirement justifies an additional daily remuneration, to carry out the evaluation of a user's needs and of the user's condition, the form must be up-to-date in accordance with section 6 of the Regulation respecting the classification of services and include details, in the section provided to that effect, under the descriptors related to the eligibility criteria.

ELIGIBILITY CRITERIA	APPLICABLE REMUNERATION
<b>1) Services to be provided to a user at night</b>	
<ul style="list-style-type: none"> <li>• Each night, the resource must get up on a regular basis, either continuously or repeatedly, to intervene with the user.</li> <li>• To be eligible, the service must be rendered to the user between 11:00 p.m. and 6:00 a.m.</li> <li>• The service normally ends at the end of a 3-month period. However, it may exceed this period if the institution's justification is accepted by the MSSS.</li> </ul>	1 to less than 3hrs :15 %  3 hrs or more: 30 %
<b>2) A service to be provided to a user whose characteristics require the presence of 2 persons</b>	
<ul style="list-style-type: none"> <li>• To provide the service determined and detailed in the Form for the determination and classification of support and assistance services, two persons are required, at the same time, at the user's side, each day.</li> </ul>	Less than 1 hr: 10% 1 to less than 3 hrs: 20% 3 hrs or more: 30%

**3) One-on-one service for a user in difficulty in relation to one or more behaviour descriptors (impulses, emotions, relational ability, self-destructive behaviour)**

- The resource must provide an accompaniment-type service or a form of control which requires a constant (one-on-one) presence, over a continuous period, at the side of a user who is experiencing behavioural difficulty.

2 to less than 6 hrs: 15 %  
6 to less than 10 hrs: 30 %

OR

- The resource must provide a control-type service which requires a constant (one-on-one) presence at the side of a user who is experiencing behavioural difficulty. The service is required at the user's side for an intermittent period of 3 hours or more, every day.

or  
ADR of 15 %

**4) Service to be provided while a user's socio-professional or educational integration activities have been suspended or are upcoming**

- The user is waiting to be integrated or re-integrated into his or her socio-professional or educational activities.
- The goal of a user's intervention plan is to have the user attend integration activities and maintain his or her attendance at those activities.
- The resource must temporarily provide integration activities— in accordance with the full programming of such activities, including their frequency and schedule— which would normally be provided outside the resource or by a third party.
- The service usually ends after a three-month period. However, it may exceed that period provided the justification given by the institution is accepted by the Ministère.

ADR of 25 %

**5) One or more high-intensity services under the Physical (care) descriptor**

- The resource must accompany a user who presents a risk or difficulty in performing a number of exercises or means recommended by a health professional, in continuous or intermittent manner totalling more than 3 hours per day.
- Applies only to users requiring interventions at 16.4, 16.5 or 16.6 intensities under the Physical (care) descriptor.

ADR of 15 %

**6) Automatic criterion for high service intensity users**

- This criterion applies automatically and only to level 5 or 6 users.

ADR of 10% for each user

**7) Increased service in relation to the maintenance of the living environment when the service is linked to a user's condition**

- The service required is defined by a protocol or a directive issued by a competent authority requiring special hygiene measures prescribed for a user.

OR

- The institution requires the full cleaning of a user's bed more than once a day, every day.

ADR of 10 %

**8) Service in relation to co- operation with the institution**

- The resource's representative must participate in a meeting with the institution, for more than two hours, without the user's presence, each week, for a period that exceeds three consecutive weeks.
- These meetings must be in relation to a specific user.

ADR of 5 %

**LETTER OF UNDERSTANDING NO 4 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES  
AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES  
RESSOURCES INTERMÉDIAIRES DU QUÉBEC (FFARIQ)  
RESPECTING INSURANCE AND THE MAINTENANCE OF THE  
PERSONAL PROPERTY AND LIABILITY INSURANCE PLAN FOR  
FAMILY- TYPE RESOURCES AND OTHER TYPES OF ELIGIBLE  
RESOURCES INCLUDING THEIR USERS**

GIVEN the obligation for Resources to take out and maintain, with the insurer of their choice, a householder comprehensive insurance of sufficient value to cover the risks of damages to their real and personal property or to leasehold improvements, with the exception of damages caused by users, including the risks associated with their general civil liability for their activities other than those as a resource.

GIVEN the automatic enrolment of resources, from the time they sign a specific agreement, in the personal property and liability insurance program for resources covered by the LRR (FTR and some IR) (Program).

GIVEN the civil and professional liability insurance offered by the Plan covering claims or proceedings resulting from bodily injuries or material damages caused by the users referred to the resources and for which the resources may be held responsible, as well as the claims or proceedings resulting from the resources' activities, subject to the conditions and exclusions set out in the policy.

GIVEN the personal property insurance offered by the Plan covering damages caused by a user to the personal property of the resource, as well as damages caused to the personal property of the users, subject to the conditions and exclusions set out in the policy.

GIVEN the reimbursement, by the institution, of an amount totalling up to \$500 per year, nonindexed, when the resource suffers damages attributable to a user with whom it was entrusted.

**THE PARTIES AGREE AS FOLLOWS:**

1. To renew the resource's obligation to take out and maintain, with the insurer of its choice, a householder comprehensive insurance of sufficient value to cover the risks of damages to its real and personal property or leasehold improvements, with the exception of damages caused by users, including the risks associated with its general civil liability for its activities other than those as a resource.
2. The resource is required to notify the institution if its home insurance policy is cancelled.
3. To provide that the resource is obligated to send to the institution, when requested to do so by the institution, proof of the householder comprehensive insurance so taken out, the risks insured and the period covered, as well as proof of payment of the premium for the period concerned.
4. To maintain the automatic enrolment of the resource in the civil and professional liability and property insurance Plan for the term of the group agreement, subject to the conditions and exclusions set out in the policies.

5. To comply with the implementing provisions of the Plan.
6. To renew the reimbursement, by the institution, of an amount totalling up to 500 per year, non-indexed, when the resource suffers damages attributable to a user with whom it was entrusted. Informative section / page 12
7. To maintain the claim procedure for this reimbursement, which claim is made by sending a request to that effect to the institution accompanied by the supporting documents.
8. This letter of understanding does not form an integral part of the group agreement.

**In witness thereof, the parties have signed on the \_\_\_ day of \_\_\_\_\_ 2021.**

**LA FÉDÉRATION DES FAMILLES  
D'ACCUEIL ET DES RESSOURCES  
INTERMÉDIAIRES DU QUÉBEC (FFARIQ)**

**THE MINISTER OF HEALTH AND  
SOCIAL SERVICES**

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Geneviève Rioux, president

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Christian Dubé

**LETTER OF UNDERSTANDING NO 5 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC (FFARIQ) RESPECTING THE MECHANISM FOR RESOLVING OPERATIONAL DIFFICULTIES**

GIVEN section 37 of the Act respecting the representation of family-type resources and certain intermediate resources and the negotiation process for their group agreements (CQLR, c. R-24.0.2, hereinafter referred to as the Act respecting the representation of resources) which provides that a group agreement cannot deal with the exercise of the powers and responsibilities referred to in sections 62 and 63 of the Act.

GIVEN section 62 of the Act respecting the representation of resources which provides that no provision of the group agreement may restrict or affect the powers and responsibilities conferred on, notably, an institution by the Act respecting health services and social services (CQLR, c. S-4.2) and its regulations.

GIVEN section 63 of the Act respecting the representation of resources which provides that no provision of a group agreement may restrict or affect the powers and responsibilities, notably, of a public institution with regard to recruiting and evaluating resources, with regard to the clinical and professional services required by the users referred to these resources or with regard to controlling the quality of the services delivered to the users referred to the resources.

GIVEN the Frame of reference determined by the Minister regarding intermediate resources and family-type resources, hereinafter referred to as the Frame of reference, which is notably aimed at defining and making known the orientations, guiding principles and the foundations for the organization, management and provision of services within resources.

GIVEN the mechanisms for concerted action provided for in the group agreement which may be used to prevent and find solutions to difficulties concerning the resource's provision of services.

GIVEN the arbitration procedure provided for in the group agreement which only applies to difficulties concerning the interpretation and the application of the group agreement

<sup>1</sup>

and not to operational difficulties related to the resource's provision of services or to the implementation of services within resources in accordance with the Frame of reference.

GIVEN the parties desire to favour exchanges at the local level, when operational difficulties are concerned.

GIVEN the parties desire to allow exchanges on the organization of services within the resources, in accordance with the Frame of reference.

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<sup>1</sup> Section 56 of the *Act respecting the representation of resources* and clause 1-2.15 of the group agreement.

**THE PARTIES AGREE AS FOLLOWS:**

1. The mechanisms for concerted action, and not the arbitration procedure, provided for in the group agreement apply, with the necessary modifications, to any operational difficulty related to the resource's provision of services.

These mechanisms are henceforth referred to as "mechanisms for resolving operational difficulties"

2. The Minister implements, for each of the representing associations recognized, a Partners' Table mandated with drawing up an assessment of the implementation of the organization of services within resources in accordance with the Frame of reference.
3. This Partners' Table is under the responsibility of the Seniors and Caregivers Branch and must be held in partnership with the Federation.
4. This letter of understanding does not form an integral part of the group agreement.

**In witness thereof, the parties have signed on the \_\_\_ day of \_\_\_\_\_ 2021.**

**THE FÉDÉRATION DES FAMILLES  
D'ACCUEIL ET DES RESSOURCES  
INTERMÉDIAIRES DU QUÉBEC (FFARIQ)**

**THE MINISTER OF HEALTH AND SOCIAL  
SERVICES**

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Geneviève Rioux, president

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Christian Dubé

**LETTER OF UNDERSTANDING NO 6 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC (FFARIQ) RESPECTING THE INTERPRETATION OF SECTION 128 OF THE ACT RESPECTING THE BARREAU DU QUÉBEC**

GIVEN the civil arbitration procedure provided for in article 6-3.00 of the group agreement.

GIVEN that under this procedure, arbitration may take place before an arbitrator

GIVEN that the parties wish that any person called to plead or act before the arbitrator may do so even if that person is not a practicing lawyer.

GIVEN that section 128 of the *Act respecting the Barreau* (CQLR, c. B-1) provides that it is not necessary to be a “practicing advocate” to plead or act before a grievance arbitrator.

**THE PARTIES AGREE AS FOLLOWS:**

1. They consider that the arbitrators referred to in article 6-3.00 of the group agreement may be regarded as grievance arbitrators for the sole purpose of the application of section 128 of the *Act respecting the Barreau*. (CQLR, c. B-1).
2. If this interpretation were to be contested, the Minister agrees to undertake steps, with the Government, that are aimed at having changes made to the legislative provisions so as to allow a person to plead or act before the arbitrators, under article 6-3.00 of the group agreement, even though that person is not a “practicing advocate”
3. This letter of understanding does not form an integral part of the group agreement.

**In witness thereof, the parties have signed on the \_\_\_ day of \_\_\_\_\_ 2021.**

**THE FÉDÉRATION DES FAMILLES  
D'ACCUEIL ET DES RESSOURCES  
INTERMÉDIAIRES DU QUÉBEC (FFARIQ)**

**THE MINISTER OF HEALTH AND SOCIAL  
SERVICES**

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Geneviève Rioux, president

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Christian Dubé

**LETTER OF UNDERSTANDING NO 7 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC (FFARIQ) RESPECTING THE MEASURE RELATED TO EXCEPTIONAL SUPPORT OR ASSISTANCE SERVICES (MESAS)**

GIVEN the physical or behavioural problems of a minority of users that require the resource, for example, to offer services on the basis of one worker dedicated to one user or even two workers dedicated to one user for a period of 10 hours or more per day, every day.

GIVEN that the institution's decision to refer or maintain these users in a resource is the most appropriate one to meet their needs.

GIVEN that these services, required by the establishment, go beyond what is provided for by the Form for the Determination and Classification of Support or Assistance Services, due to their intensity, and may therefore have financial repercussions that exceed the compensation framework provided for in the collective agreement

GIVEN that the terms and conditions defining the additional daily fee set forth in Letter of Understanding No. 3 are not intended to meet such intensity of service.

GIVEN that the objective sought by the parties is to agree on a targeted solution for these users by means of a centralized procedure, making it possible to ensure consistency and harmonization of practices for all resources and institutions.

**THE PARTIES AGREE AS FOLLOWS:**

1. A measure related to exceptional support or assistance services is introduced. It will be defined and administered by the Minister.
2. The institution may, if it deems it necessary, forward to the Minister a request for the use of the measure related to exceptional support or assistance services. The request must contain clinical information to justify the use of the measure
3. A resource that considers itself entitled to exceptional support or assistance services on behalf of a user entrusted to it may also make a request to its institution. This written request must include reasons.
4. Following this request, the establishment meets with the resource and analyzes its admissibility. When the application is deemed admissible by the establishment, the latter forwards it to the Minister.

5. The measure related to exceptional support or assistance services is granted for a specific period of time.
6. This measure may be subject to a request for extension by the institution at the end of the established period.
7. It is the responsibility of the Minister to decide on the eligibility of the measure and the budgetary framework associated with it.
8. In the event of nonpayment of the measure related to exceptional support or assistance authorized by the Minister, the mechanisms for consultation and settlement of disagreements shall apply. Except for this case, it is expected that this letter of agreement is not arbitrable.
9. This letter of understanding does not form an integral part of the group agreement.

**In witness thereof, the parties have signed on the \_\_\_ day of \_\_\_\_\_ 2021.**

**THE FÉDÉRATION DES FAMILLES  
D'ACCUEIL ET DES RESSOURCES  
INTERMÉDIAIRES DU QUÉBEC  
(FFARIQ)**

**THE MINISTER OF HEALTH AND  
SOCIAL SERVICES**

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Christian Dubé