



Group Agreement

BETWEEN

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

AND

**LE REGROUPEMENT DES RESSOURCES RÉSIDENTIELLES ADULTES DU
QUÉBEC (RESSAQ)**

HEREINAFTER REFERRED TO AS “THE RESSAQ”

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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Preamble

The *Act respecting the representation of resources* marks a major shift in Québec legislation by setting the foundations of a separate regime in which collective relations can express themselves. The Act highlights the resources' status as service providers and makes new rights available to them, among which, the right to organize and bargain collectively.

The Minister and the Regroupement recognize the importance of the resources' contribution to the carrying out of the institutions' mission. In their relations, and in the relation between institutions, resources and associations, they favour fairness, good faith and cooperation, as well as the values of humanism, respect, integrity, justice, trust, commitment and simplicity.

It is in compliance with these values that collective relations should be forged and developed.

This agreement sets out certain fundamental principles that, in themselves, constitute basic rules aimed at guiding not only the parties to this agreement, but also the institutions, resources and associations, in the exercise of their functions, powers and responsibilities.

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 resources*, which cannot be inconsistent with applicable laws and regulations;
- 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 and unless the context otherwise indicates, the words, terms and expressions that have been given a specific meaning have the meaning so given to each of them.

1-2.02 The RESSAQ

The Regroupement des ressources résidentielles adultes du Québec (RESSAQ) in its capacity as a grouping of associations of adult resources acting on behalf of the associations that belong to the grouping.

1-2.03 Base year

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

1-2.04 Association

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

1-2.05 Frame of reference

The frame of reference determined by the Minister concerning intermediate resources and family-type resources.

1-2.06 Circular

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

1-2.07 Spouses

Means two persons who are:

- a) 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.

1-2.08 CPNSSS

The Comité patronal de négociation du secteur de la santé et des services sociaux, secteur ressources intermédiaires et ressources de type familial.

1-2.09 Agreement

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

1-2.10 Specific Agreement

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

1-2.11 Institution

A public institution within the meaning of the AHSSS.

1-2.12 Form

Form for the determination and classification of support and assistance services appended to the *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).

1-2.14 AHSSS

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

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 Ministre and the RESSAQ.

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).

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 TAQ

The Tribunal administratif du Québec.

1-2.22 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

The parties, associations, institutions and resources declare that, in their relations, they favour fairness, justice and good faith, as well as the values of humanism, respect, integrity, trust, commitment and simplicity.

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.

1-3.04

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

1-3.05

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

1-3.06

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

1-3.07

The resource is accountable for the quality of the life 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 life environment that is adapted to their needs, by providing the support and assistance services required by their condition, and by ensuring their protection.

1-3.08

The resource chooses the manner in which it shall carry out its provision of services and does so, in compliance with the applicable legislative and regulatory provisions, past practices, the frame of reference, and the provisions of both the agreement and the specific agreement. The resource acts in the best interest of the institution's users, with prudence and diligence.

There exists no legal relationship of subordination between the resource and the institution for the carrying out of the provision of services.

1-3.09

The autonomy enjoyed by the resource, notably with regards to the organization of the life environment, goes hand-in-hand with the resource's accountability regarding the quality of the life environment and of the support or assistance services provided to the user.

1-3.10

In carrying out its provision of services, the resource may require, from competent persons or organizations, various support, aide or accompaniment measures. The institution cooperates with the resource in this respect.

1-4.00 Blame

1-4.01

The institution must communicate in writing any blame regarding the resource's conduct within 90 days of the institution's knowledge of the facts giving rise to the blame.

The 90-day time period does not apply if knowledge of the facts by the institution has resulted in the launch of an administrative inquiry, the reporting of the facts or a complaint to a competent authority.

1-5.00 Coverage

1-5.01

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

The agreement also applies to each new resource included in the representation unit that becomes attached to the institution.

1-5.02

The agreement entered into by the RESSAQ in its capacity as a grouping of associations is binding on each of the recognized associations forming part of the grouping as well as on each new association recognized, that meets these same criteria.

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 of 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 of the RESSAQ. A specific agreement made between an institution and a resource that modifies the conditions of the agreement is valid only if it is ratified by the Minister and the RESSAQ.

1-6.00 Recognition

1-6.01

The associations mentioned in Appendix I have been recognized by the Commission des relations du travail as adult resources associations, in accordance with sections 3 and following of the *Act respecting the representation of resources*. With this recognition, the Minister recognizes 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, an agency 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 administrative tribunal.

1-7.00 Representation, Associative Life and Activities for Concerted Action

Representation

1-7.01

The RESSAQ, in accordance with section 32 of the *Act respecting the representation of resources*, constitutes a grouping of recognized associations and represents these associations for the purpose of 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 proceed with 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 agreement¹, in accordance with the *Act respecting the representation of resources*.

1-7.03

The RESSAQ and the association respectively inform the Minister and the institution of the name, contact information and main responsibilities of its resource-persons as at 1 April of each year. ; This provision also applies to the Minister and to the institutions as regards the RESSAQ and the associations; such information is to be communicated to the RESSAQ's administrative office.

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

1-7.04

The duties of the RESSAQ'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 7-1.00).

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 and to participate in the local committee on concerted action (article 7-2.00) and in the local committee on continuing training and professional development (7-3.00).

1-7.06

The Minister and the institution recognize the RESSAQ's resource-persons.

Associative life and concerted action activities

1-7.07

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

1-7.08

The institution sends to the association 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 association 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 association each month, on the 15th day after collecting the dues.

1-7.10

The institution and the association cooperate to carry out and maintain a monthly update of the list of resources. This list includes the information required for the validation of the computation of the dues collected and also includes the following information: name, address and phone number, resource's number, number of recognized places, email address, and where applicable, the date on which the activities began, and the name of the resources that have ceased their activities during the month.

1-7.11

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*.

1-7.12

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

1-7.13

In addition, the Minister pays the RESSAQ with financial support for activities related to associative life and to concerted action an annual amount to be determined after application of section 184 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. O-7.2)¹. The amount is updated yearly on 31 March. This amount is paid at the latest on 1 June of each year.

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 purview of the institution and the resource.

1-8.02

Letter of understanding number II relating to the specific agreement applies, including the parties' reciprocal obligation to fully comply with the specific agreement template provided for therein.

¹ If the process resulting from section 184 of the *Act to modify the organization and governance of the health and social services network, in particular by abolishing the regional agencies* is not carried out and the decisions having an impact on the RESSAQ are not made by 31 March 2016, the annual amount will be \$16,252.87. Otherwise, the amounts will be established in accordance with the recognitions granted by the Commission des relations de travail as a result of such a process in proportion to the represented resources and in compliance with the budget allocated for this measure. Any subsequent change to the recognitions granted by the Commission des relations de travail will be taken into account in the calculation of the amount.

CHAPTER 2-0.00 CONDITIONS FOR THE PROVISION OF SERVICES

2-1.00 Statement of certain Responsibilities for the Institution¹

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 the resource of the policies, directives or procedures applicable with regard to the resource's provision of services. The content of these policies, directives or procedures must be compatible with the agreement and a copy thereof must be given to the resource;
- c) to give the resource a copy of the ethics code that the institution must implement in accordance with the AHSSS, where applicable;
- d) to cooperate 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;
- e) to promote the consultation of the resource when collecting information aimed at developing or revising the intervention plan;
- f) to inform 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;
- g) to assist, support and accompany the resource in the case of damages caused by an unforeseen and sudden event, if the damages are liable to jeopardize the continuation of the provision of services to the users.

2-1.02

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

2-1.03

The institution allows the resource to consult the personal file that it keeps in relation to the resource, 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 a year, without charge, a copy of the documents contained in its file, within the same time period.

In the case of 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.

Aside from for the situations mentioned above, the costs the resource may be required to pay to obtain a copy of the documents in its file are those provided for in the *Act respecting Access to documents held by public bodies and the Protection of personal information* (CQLR, c. A-2.1) and its regulations.

¹ The following statements may not be construed in a manner that limits, in any way, the application of legislative and regulatory provisions, notably the *Regulation respecting classification*.

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.

2-1.04

After having obtained the consent of the user or of the person who may consent on the user's behalf, the institution must send the resource, as soon as possible and not later than seventy-two (72) hours after the new user's arrival, a summary of the information necessary in order to take charge of the user. The summary must minimally include the information referred to in part 3 of the Form.

The summary of the information must be sent in writing.

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

2-1.05

Any representative of the institution who wishes to conduct 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, representatives of the institution must conduct themselves with regard for the resource's private life and do so, in accordance with section 63 of the *Act respecting the representation of resources*.

2-1.06

The parties recognize the importance of the associative role played by the representatives of the association toward the resources and their respective capacity to exercise their rights without fear of being penalized.

A resource cannot be penalized solely for having legally exercised a right conferred by the *Act respecting the representation of resources* or by this Group Agreement.

2-2.00 Statement of certain Responsibilities relating to the placement and transfer of a user

2-2.01

The placement and transfer of a user fall under the purview of the institution.

2-2.02

The resource is responsible for receiving any user referred to it by the institution who corresponds to the type of user provided for in the specific agreement, except in exceptional circumstances.

2-2.03

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

- a) when the resource has good reason to believe that the user is exposing or may expose other people living within the resource to certain risks related to their health, safety or physical or psychological integrity;
- b) when the resource no longer feels able to provide the user with the services required by the user's condition;

- c) when the resource considers that a user's presence or the services required by a user are incompatible with those it must provide to other users according to their respective form for the determination of classification.

The institution's decision regarding such a request shall be sent in writing to the resource, usually within 30 days of the decision.

2-2.04

When a transfer is deemed necessary, the institution implements the aid, support and accompaniment measures it deems expedient, in the best interest of the user and the resource, while awaiting the transfer.

If the resource's request to transfer a user is made in relation to a situation mentioned in clause 2-2.03 a), the institution immediately implements the support, assistance or accompaniment measures it considers appropriate, in the best interest of the user and the resource.

2-3.00 Statement of certain Responsibilities of the Resource¹

2-3.01

As a provider of services², the resource must provide quality services in the best interest of the user; it must act in accordance with past practice and the frame of reference, favouring accepted practices while ensuring its compliance with applicable legislative or regulatory provisions, as well as with the provisions of the agreement and of the specific agreement.

2-3.02

The resource must take on the obligations, roles and responsibilities of a resource. It must, among others, offer 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.

2-3.03

In particular, the following responsibilities rest on the resource³:

- a) to comply with the fundamental principles set out in the agreement, as well as with the policies, directives or procedures applicable with regard to the provision of services;
- b) to provide the user with a room, preferably a single room, as well as to share common rooms, such as the kitchen, dining room and living room with the users;
- 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;

¹ The following statements may not be construed in a manner that limits, in any way, the application of legislative and regulatory provisions, notably the *Regulation respecting classification*.

² The resource is a service provider within the meaning of the provisions of the *Civil Code of Québec* governing contracts for services (articles 2098 et seq.).

³ The frame of reference and the ministerial circular give further details concerning certain statements contained in this clause.

- e) to inform the institution, as soon as possible, of any unusual absence (flight, hospitalization, unexpected departure, non-return from an authorized absence, etc.) on the part of the user;
- 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. These visits must be carried out according to the terms set out between the institution and the resource, without affecting the quality of the services offered to the other users lodging at the resource. This responsibility does not entail the obligation for the resource to feed or lodge such persons;
- g) after the user's departure, to remit all the information concerning the user to the institution, and to maintain the confidentiality of this information.
- h) after a user's departure, to send the user's personal property and effects back to him or her, to his or her representative or if unable to do so, to the institution. The resource gives the institution a list of this property or of these effects, and the institution confirms receipt of same in writing.

2-3.04

The resource may call on other people to carry out its provision of services, while nonetheless maintaining the control and responsibility thereof; where applicable, the resource hires competent personnel to meet the needs of the users.

When the resource uses competent personnel, it must take the measures allowing it to maintain its control over and responsibility for the provision of services at all times and must ensure that the institution is able to reach it during its absence.

2-3.05

The resource must abstain from lodging people other than those that 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 temporary lodging of persons who are important to the resource.

2-4.00 Administrative Inquiry

2-4.01

At any time, the institution may conduct an administrative inquiry, in particular, when it deems that the health, safety, bodily integrity or welfare of one or more users may be compromised.

2-4.02

The resource must be informed in writing, as soon as an inquiry is launched,

- a) of the reasons, in detail, for the inquiry (ex: inadequate food, inadequate education techniques, etc.);
- b) of its right to be accompanied by a representative of the association;
- c) of its right to request and obtain, without cost, a copy of its personal record in a timely fashion given the inquiry being conducted.

2-4.03

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

The resource may also make the appropriate representations in writing, within 5 days after the meeting with the institution.

The institution's decision may not be rendered before the expiry of that time.

2-4.04

Subject to clause 2.4-08, the inquiry must be carried out with diligence, usually within 30 days of informing the resource that an inquiry is to be conducted.

2-3405

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, in which the health, security, integrity or well-being of one or more users may be in danger.. However, the resource continues 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 may not demand the reimbursement of these 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 recognition on behalf of the resource.

2-4.07

The institution may resume referring users to the resource if, following the administrative inquiry, the institution comes to the conclusion that it was unfounded. In such a case, the resource must be paid the remuneration, as if the removal of the user or users has not taken place, for the period during which the users were removed.

2-4.08

The institution communicates the findings of the inquiry to the resource.

If the institution concludes that the administrative inquiry is unfounded, it drafts a document to attest to that fact. This document must be sent to the resource and to its association, and added to its file.

Procedure in the case of a police investigation

2-4.09

If the resource is the object of a police investigation and the users are transferred, the administrative inquiry process cannot be launched and, if it is already under way, it is suspended until the police investigations is concluded.

2-4.10

During the police investigation process, if the users are transferred, the resource is not entitled to payment of the remuneration. However, the resource continues 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 may not demand the reimbursement of these fixed costs.

2-4.11

Once the findings of the police investigation have been made know, the institution may begin or continue the administrative enquiry. Clauses 2-4.01 to 2-4.07 apply thereto.

CHAPTER 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, and unless the context otherwise indicates, the words, terms and expressions that have been given a specific meaning have the meaning so given to each of 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 Letter of understanding N^o IV to express restricted or irregular availability;

d) occupied place

a recognized place is considered occupied from the moment the resource receives a user referred to it by the institution as long as the user's room is unavailable..

e) placement

act, by an institution, of referring 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 Services¹

3-2.01

The resources 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 and assistance which appears in article 3-3.00, subject to the adjustment by reason of the particular income tax status of the resource, in accordance with clause 3-3.111;
- 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 fringe 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;
- 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.

¹ See Appendix IV: Illustration of the parameters set out in section 34 of the *Act respecting the representation of resources*.

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 number 1 does apply.

3-3.06

The remuneration scale regarding support or assistance, established on the basis of the level of services required, is the following¹:

Levels of services	Daily rate per user
	From 2015-04-01
Level 1 services	\$34.88
Level 2 services	\$43.60
Level 3 services	\$52.31
Level 4 services	\$61.03
Level 5 services	\$69.74
Level 6 services	\$78.47

3-3.07

Despite clause 3-3.06, the daily rate for the first 60 days² following the arrival of a new user is established as follows:

Daily rate per userr
From 2015-04-01
\$47.88

3-3.08

The daily rates per user mentioned in clauses 3-3.06 and 3-3.07 are subject to the increase described in clause 3-3.09 for the periods specified.

Increase from 1 April 2015

3-3.09

The increases and their date or dates of coming into force will be determined in accordance with the provisions agreed upon at the master table.

¹ It is understood that under the Act respecting the representation of family-type resources and certain intermediate resources and the negotiation process for their group agreements the remuneration component relating to support or assistance services provided for in clause 3-3.06 is established on the basis of an analogous job, which is subject to the agreements on the salary parameters agreed on at the Québec Government's master table. Clauses 3-3.07, 3-3.12, 3-5.03 and 3-6.12 will be adjusted accordingly.

² The time period of 60 days is applicable, without regard to the nature of the placement.

3-3.10

The resource's monthly remuneration for support or assistance is obtained by computing the total of the daily rates of remuneration for each user its lodges, by application of clauses 3-3.06 to 3-3.09, based on the number of placement days during the month.

Adjustment due to the resource's particular income tax status

3-3.11

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 II.

Should the tax exemption be discontinued, the parties will discuss what impacts such a modification has on resources' remuneration and they will draft recommendations to the Minister as to which adjustments should be made to the Income tax Adjustment Table.

3-3.12

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 2015-04-01
Monthly remuneration	\$9,547.03
Maximum adjustment	\$3,121.88

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

3-3.13

The amounts set out in clause 3-3.12 will be increased accordingly in the event that the remuneration scale for support or assistance is increased following the application of clause 3-3.09.

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 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, by application of clauses 3-3.06 to 3-3.08, following the adjustment provided for in clauses 3-3.11 and 3-3.12, and by multiplying the adjusted remuneration by 10.1%.

3-5.00 Amount aimed at giving access to certain services related to fringe 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 fringe 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 this 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 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 respondents:

	From 2015-04-01
1 respondent	\$49,573
2 respondents	\$86,783

3-5.04

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 3-3.09.

3-5.05

Upon notice given by the RESSAQ to the Minister, the Minister retains from the remuneration the amount determined for the application of certain private social benefits plans for the benefit of the resources and remits the amounts monthly to the RESSAQ, or according to other conditions agreed upon between the parties.

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 such, 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, whatever 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, for example, the following financial compensation applies in 2015:

a) For the QPP

The lesser of \$53,600 (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 (10.5% - 5.25%) (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 \$70,000 (maximum insurable earnings) and the resource's annual remuneration, obtained in application of articles 3-3.00 and 3-4.00, multiplied by (0.993%-0.559%) (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 for the QPP and the QPIP is paid annually on 15 December of each year.

3-6.03

Optional Plan of the Commission de la santé et de la sécurité du travail (CSST)

For the resource that wishes to take part in the optional plan of the CSST, the financial compensation allowing it 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 CSST 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 CSST 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 CSST during a fiscal year consents to the CSST 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 \$25.72 per user, for each day of placement, as of 1 January 2015. The daily allowance includes a portion for the resource's fixed costs, set at 60%, and another portion for the 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 1 January of each year, based on the percentage appearing in the rate increase index published by the Régie des rentes du Québec.

3-8.00 Special Remuneration

Transportation Expenses

3-8.01

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

- a) an appointment with a health and social services professional (for example, with a specialist in a hospital, a dentist, an optometrist, a psychologist, a psychoeducator, etc.), excluding annual check-ups;
- b) court-related matters (for example: police, courthouse, community services);
- c) visit with the biological family;
- d) integrating or continuing school or work (for example: taking the user to the daycare centre he or she goes to 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 use or the user's parents if the user is a child.

3-8.04

Where a resource is authorized to use its 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 following terms:

- for each transport made, the resource receives a lump sum indemnity of \$10.75;
- when the transportation distance is more than 50 kilometers, the resource receives, for each kilometer over the first 50 kilometers, the mileage indemnity provided for in the “Directive sur les frais remboursables lors d’un déplacement et autres frais inhérents”, revised by CT 215311, dated 6 July 2015, and its subsequent amendments.

The reimbursement of the other expenses incurred for transportation provided for in clause 3-8.01 (meals, parking and accommodations) must comply 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 referred to in this provision be made by the resource itself, if the resource deems that doing so would diminish the quality of services offered to the other users lodging at the resource, subject to the *Regulation respecting classification* being included in 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 and requiring a temporary substitution by a person that the resource must pay specifically for carrying out such a substitution.

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:

- for any substitution of less than 5 hours: an indemnity of \$40 is paid to the resource;
- for any substitution of 5 hours and more, but less than 10 hours: an indemnity of \$80 is paid to the resource;
- for any substitution of 10 hours and more: an indemnity of \$120 is paid to the resource.

The daily indemnity paid to the resource cannot exceed \$120.

3-8.11

The accompaniment indemnities must be specified 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
From 2015-04-01
\$218.11

The association and the institution shall agree on the terms concerning the identification of the resources referred to in this clause.

3-8.14

The rates mentioned in 3-8.12 are increased as provided for in clause 3-3.09, 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 modify 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 provided for in clause 3-8.00 within 60 days from the moment the expense was incurred.

3-9.06

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

- a) the percentage of the allowance for reasonable operating expenses equal 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, 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

The institution has 60 days from the date it receives the request for reimbursement, to reimburse the special remuneration provided for in clause 3-8.00..

3-9.08

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.

Reimbursement Process for certain Financial Allowances

3-9.09

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

3-9.10

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 or the enrollment or participation in the extracurricular activity must be authorized by the institution.

3-9.11

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

3-9.12

In all cases, reimbursable expenses are those corresponding to the users' rights, as set out in the applicable circulars.

3-9.13

In all cases, the resource must submit its request for reimbursement of the financial allowances referred to in clauses 3-9.09 to 3-9.11 within 60 days from the moment the expense was incurred.

3-9.14

The institution has a maximum of 60 days from the date it receives the request for reimbursement, to make the reimbursement to the resource.

CHAPTER 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 RESSAQ, the institution and the association recognize that the humanistic nature and quality of the services aimed at the users is a priority and that the development of a culture of continuing training is its cornerstone. The parties therefore allow resources to have access to the training required to ensure the provision of safe and quality services in response to the evolving needs of the users and they do so, within the framework of activities that are planned and implemented by the committee referred to in article 7-3.00 and within the funds available for continuing training and professional development.

4-1.02

The responsibility of maintaining an adequate level of competency rests on the resource. This principle is rooted in the appropriation of new knowledge in order to promote the development of resource know-how and skills in knowing how to be. The end pursued is the maintenance and improvement of the quality of the services to users, as well as the protection of the resources' users from risks inherent to the provision of services.

It is therefore essential that the design and development of these professional development programs be mindful of the ministerial orientations and the framework and that they be adapted and useful to the resources' reality. The achievement of these two objectives will mainly depend on the quality of the activities planned by the joint committees on continuing training and professional development and rests on an efficient cooperation between the parties, the institutions, the associations and the resources.

4-1.03

The Minister makes available to the national committee on concerted action and agreement monitoring, in relation to its specific mandate concerning continuing training and professional development, a general fund dedicated exclusively to the compensation of the expenses incurred by the resources for their participation in training activities and of those of the institutions and associations for the implementation of the training activities.

For the purposes of this clause, these expenses include the direct expenses incurred, such as registration fees and travelling expenses, as well as indirect expenses, such as the cost of a substitute and the administrative fees of the institutions and associations, decided within the local committee on continuing training and professional development.

4-1.04

This continuing training and professional development fund is equal to \$650 per resource represented by the associations, per base year, subject, however, to clause 4-1.05.

4-1.05

Each base year, the fund is replenished by the Minister to its initial level, namely \$650 per resource, taking into account the remaining funds from the previous base year. The computation of the amount is made on 31 March and the payment is made by the Minister on 1 June at the latest.

4-2.00 Insurance

4-2.01

Letter of understanding number 4 is applicable.

CHAPTER 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 life environment and the continuity of the services provided to the user, the provision of the resource's services 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, 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 substitutes, meaning persons having the skills and attitudes required to maintain the provision of quality services during the days of leave.

When the resource uses competent personnel, it must take the measures allowing it to maintain its control over and responsibility for the provision of services at all times and must ensure that the institution is able to reach it during its absence.

5-2.00 Temporary interruption of the provision of services and terms of application

5-2.01

The resource may temporarily cease 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*, for a period of no more than 104 weeks;
- c) the 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 by suicide of a spouse or a child: 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 called to be a juror.

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.

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 provided 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 is possible and indicated, according to the evaluation of the institution, this transfer may be carried out;
- d) upon request of the institution, the resource must demonstrate its ability to resume its provision of services.

5-2.04

When the temporary cessation is the result of an illness or accident, the institution examines, upon request of the resource and with the resource, the various possibilities for resuming its activities subject to the rights of the users and the quality of the services provided to them.

5-2.05

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 RESSAQ.

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. 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.

5-2.06

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.

5-2.07

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 provisions relating to the exercise of the resource's parental rights must be in line with the provisions of the *Regulation under the Act respecting parental insurance* (CQLR, c. A-29.011, r. 2) and take into account the rights of the users.

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* must be in line with the provisions of that Act and take into account the rights of the users.

CHAPTER 6-0.00 MECHANISMS FOR CONCERTED ACTION AND PROCEDURES

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 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.

6-1.03

The purpose of the mechanisms for concerted action is:

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

6-1.04

The mechanisms for concerted action are the following:

- a) the local committee on concerted action set out in article 7-2.00;
- b) any conciliation or mediation mechanism; or
- c) any other amicable dispute resolution mechanism agreed upon between the institution and the association.

6-1.05

Any difficulty experienced by a resource, except questions of national interest, must first be discussed within the local committee on concerted action or within the mechanism set up in accordance with clause 6-1.04, before being brought to the National Committee on concerted action.

6-2.00 Procedure for settling disagreements

6-2.01

The resource may be accompanied by RESSAQ resource-persons at any stage of the procedure for settling disagreements or of the arbitration process.

6-2.02

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

6-2.03

If the disagreement is not settled within the scope of 6-1.02 or by the application of the mechanisms for concerted action, the resource or the association submits the disagreement 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 RESSAQ may submit a disagreement on behalf of one or more resources.

6-2.05

The deadline for submitting a disagreement must be strictly observed and may only be extended upon the written consent of the institution and the association, 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 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 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 any reference made to the representative designated by the institution and the representative of the resource, by a reference to the Minister and a reference to the RESSAQ, respectively, with the necessary modifications.

6-2.11

If the Minister and the association do not agree on whether a matter is of national interest, the Chief Arbitrator rules on this question at the request of one of the parties.

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 RESSAQ within 60 days of the decision made by the institution within the procedure for the settlement of a disagreement, or 60 days from the moment at which this decision should have been made.

Copy of the notice of arbitration must be given in writing to the Minister, the Regroupement, the institution and the resource, to which must be appended the disagreement and the institution's answer, if applicable.

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 and the association.

6-3.03

At any time before the end of the hearing, the Minister and the RESSAQ 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 and to the institution and the association.

6-3.04

The provisions of articles 940 and following of the *Code of civil procedure* (CQLR, c. C-25) apply unless they are incompatible with the provisions of this article.

6-3.05

The arbitration is usually carried out by a single arbitrator who must be a jurist chosen by the institution and the RESSAQ from a list included in Appendix IV.

6-3.06

However, the arbitration must be carried out before 3 arbitrators, who then form a council for the settlement of disagreements where the parties so agree and the disagreement is of national interest.

6-3.07

When the arbitration must take place before a council for the settlement of disagreements, the institution and the association each appoint one arbitrator and these arbitrators appoint the third one from the agreed upon list; the arbitrator appointed by the institution and the arbitrator appointed by the association do not have to be chosen from the list agreed upon by the parties and they do not have to be jurists. Likewise, sections 234, 235 and 942 of the *Code of Civil Procedure* do not apply.

6-3.08

The Minister appoints a Chief Arbitrator after having consulted the RESSAQ.

6-3.09

If an intervention is made under clause 6-3.03 and the Minister and the RESSAQ do not agree that the question being examined is of national interest, the Chief Arbitrator makes that decision following a request made by one of the aforementioned parties.

6-3.10

If difficulties arise in choosing the arbitrator or in implementing the nomination process of the arbitrators in cases where a council for the settlement of disagreements is formed, or in cases where an arbitrator is replaced, the Chief Arbitrator may, when requested by the Minister, the institution or the RESSAQ to do so, take any measure he or she deems necessary.

6-3.11

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.

6-3.12

In the case set out in clauses 6-3.09 and 6-3.10, the decision of the Chief Arbitrator is final and cannot be appealed.

6-3.13

In all cases, the arbitrator, or the council for the settlement of disagreements, 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.

6-3.14

In exercising his or her functions, the arbitrator or the council for the settlement of disagreements may:

- a) interpret and apply legislative or regulatory provisions insofar as it is necessary to do so in order to decide a disagreement;
- b) establish the amount due under a decision he or she has made, at the request of one of the parties, 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; 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;
- d) make corrections to a decision that is marred by a clerical error, a calculation error, or any other material error;
- e) render any other decision, including a temporary order, to safeguard the rights of the parties.

6-3.15

The arbitrator or the council for the settlement of disagreements 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.

6-3.16

The arbitrator or the council for the settlement of disagreements sends a copy of all decisions to the RESSAQ and to the institution and, if an intervention is made under clause 6-3.03, to the Minister. The arbitrator or the council files 2 copies of each decision with the CPNSSS.

6-3.17

The CPNSSS establishes and maintains a compendium of the arbitration decisions rendered. The CPNSSS ensures the public and accessible nature of the compendium.

6-3.18

The fees and costs, in the case of a single arbitrator, are shared equally between the institution and the association. The same applies for the 3rd arbitrator when a council for the settlement of disagreements is formed. In this latter case, the institution and the association also assume the fees and costs of the arbitrator named by each of them.

6-4.00 Compensation procedure following a decision of the Tribunal administratif du Québec (TAQ) annulling a decision of an agency to suspend or to revoke the recognition of a resource

6-4.01

The association sends the Minister any motion or proceedings brought before the TAQ and contesting a decision relating to the suspension or the revocation of a recognition, and does so, as soon as the motion or proceedings have been filed.

6-4.02

The association recognizes the Minister's right to intervene before the TAQ when a decision related to the suspension or revocation of a recognition is contested.

6-4.03

The parties to the proceedings set out in this article are the resource and the agency of the region in question.

6-4.04

If the resource and the agency fail to come to an agreement on the compensation owed to the resource, the resource or the association may prevail themselves of the procedure for settling disagreements, including the mechanisms on concerted action and the arbitration process referred to in article 6-3.00, with the necessary modifications, and subject to the following.

6-4.05

Such recourse to arbitration is exclusive, and is made to the exclusion of any other proceedings before any other court or administrative tribunal.

6-4.06

The submittal of a disagreement to arbitration must be made within 90 days after the TAQ's decision.

6-4.07

The arbitrator's authority is limited to determining the loss of income and other benefits sustained and to order that such an amount be paid to the resource.

CHAPTER 7-0.00 COMMITTEES

7-1.00 National committee on concerted action and agreement monitoring

7-1.01

The National committee on concerted action and agreement monitoring is constituted of no more than 3 representatives designated by the Minister and 3 representatives designated by the RESSAQ.

7-1.02

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

7-1.03

The committee may enlist the services of resource persons.

7-1.04

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; the parties exchange relevant information in this regard;
- b) ensure concerted action in the monitoring of the agreement;
- c) hold meetings to examine any problems pertaining to the interests of the parties to the agreement, including health and safety concerns;
- d) hold meetings to analyse any disagreement that remains unresolved at the local level and to attempt to contribute to its resolution;
- e) make any recommendation likely to improve the implementation or the application of the agreement.

7-1.05

In addition, the committee is charged with 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 orientations and priorities with regards to continuing training and professional development and to determine the general criteria for the distribution and use of the allocated sums;
- 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 according to the manner of distribution that 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 at the level of the local committees;

- g) to oversee the implementation and proper functioning of the local committees on continuing training and professional development.

7-2.00 Local committee on concerted action

7-2.01

The local committee on concerted action is constituted of no more than 3 representatives of the institution and 3 representatives of the association.

7-2.02

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

7-2.03

The committee may enlist the services of resource persons.

7-2.04

The committee's mandate is to

- a) generally, act as a mechanism for concerted action at the local level; the parties exchange relevant information in this regard;
- 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.

7-3.00 Local committee on continuing training and professional development

7-3.01

The local committee on continuing training and professional development is constituted of no more than 3 representatives of the institution and 3 representatives of the association.

7-3.02

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

7-3.03

The committee may enlist the services of resource persons.

7-3.04

The committee's mandate is as follows:

- a) to plan the continuing training and professional development activities and ensure their implementation within the framework of the orientations, priorities and programs for continuing training and professional development determined at the national level;
- b) to establish a plan of action and a schedule of continuing training and professional development activities;
- c) to maintain a record of the activities and to draw up an annual account of these activities;
- d) to maintain an individualized record of the training activities attended;
- e) 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.

7-3.05

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 regards to continuing training and professional development.

CHAPTER 8-0.00 MISCELLANEOUS PROVISIONS

8-1.00 Interpretation

8-1.01

When a matter is subject to interpretation, the parties recognize, including, but not limited to, the following interpretation rules:

- a) unless otherwise indicated by the context, the singular includes the plural and vice versa;
- b) the provisions of the agreement are to be interpreted by reference to each other, giving to each the meaning that makes sense of the contract as a whole.

8-1.02

All of the deadlines set out in the agreement are calculated in calendar days, except for the deadlines provided for in working days. When 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 entail the nullity of the rest of the provision, nor of another provision, nor of the entire agreement.

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, such as the Frame of reference, the policies of the institution, the ministerial circulars, etc.

8-4.00 Access to the agreement

8-4.01

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

8-5.00 Coming into force and duration of the agreement

8-5.01

Subject to any specific provision to the contrary, this agreement comes into force on the day it is signed and expires on 31 March 2020.

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.

In witness thereof, the parties have signed on the _____ day of _____ 2016.

**LE REGROUPEMENT DES RESSOURCES
RÉSIDENTIELLES ADULTES DU QUÉBEC
ON BEHALF OF THE ASSOCIATIONS
THAT BELONG TO THE REGROUPEMENT**

**THE MINISTER OF HEALTH AND SOCIAL
SERVICES**

Réjean Simoneau, President

Pierre Lemay, Representative

Francine Dubé

Claudie Morissette

Daniel Arcand

Vincent Defoy

Nancy Grenier

Francis Van Den Broek

**THE MINISTER OF HEALTH AND SOCIAL
SERVICES**

Gaétan Barrette

Appendix I

List of associations belonging to the grouping of associations formed by the Regroupement

N ^o RECOGNITION	NAME OF THE ASSOCIATION	INSTITUTIONS CONCERNED
Region 01 Bas-Saint-Laurent		
RI-2001-1082	RESSAQ	Centre de santé et de services sociaux de Matane
RI-2001-0883	RESSAQ	Centre de santé et de services sociaux de Témiscouata
RI-2001-0884	RESSAQ	Centre de santé et de services sociaux des Basques
RI-2001-0880	RESSAQ	Centre de santé et de services sociaux Rimouski-Neigette
RI-2001-0926	RESSAQ	Centre de santé et de services sociaux Rivière-du-Loup
RI-2001-4180	RESSAQ	Centre de santé et de services sociaux de la Matapédia
Region 03 Québec		
RI-2001-0910	RESSAQ	Centre de santé et de services sociaux de la Vieille-Capitale
RI-2001-0824	RESSAQ	Centre de santé et de services sociaux de Charlevoix
Region 04 Mauricie		
RI-2001-1080	RESSAQ	Centre de santé et de services sociaux de l'Énergie
RI-2001-1763	RESSAQ	Centre de santé et de services sociaux Haut-Saint-Maurice
RI-2001-0898	RESSAQ	Centre de santé et de services sociaux Maskinongé
RI-2001-1647	RESSAQ	Centre de santé et de services sociaux Bécancour-Nicolet-Yamaska
RI-2001-1646	RESSAQ	Centre de santé et de services sociaux Drummond
Region 05 Estrie		
RI-2001-1089	RESSAQ	Centre de santé et de services sociaux du Granit
RI-2001-1984	RESSAQ	Centre de santé et de services sociaux de Memphrémagog
RI-2001-1792	RESSAQ	Centre de santé et de services sociaux Institut universitaire de gériatrie de Sherbrooke
RI-2001-1090	RESSAQ	Centre universitaire de Sherbrooke
RI-2001-3165	RESSAQ	CRDI-TED de l'Estrie
RI-2001-1790	RESSAQ	Centre de réadaptation Estrie inc.
Region 06 Montréal		
RI-2001-1178	RESSAQ	Corporation du Centre de réadaptation Lucie-Bruneau
RI-2001-1179	RESSAQ	Hôpital du Sacré-Cœur de Montréal
RI-2001-1621	RESSAQ	Centre Miriam

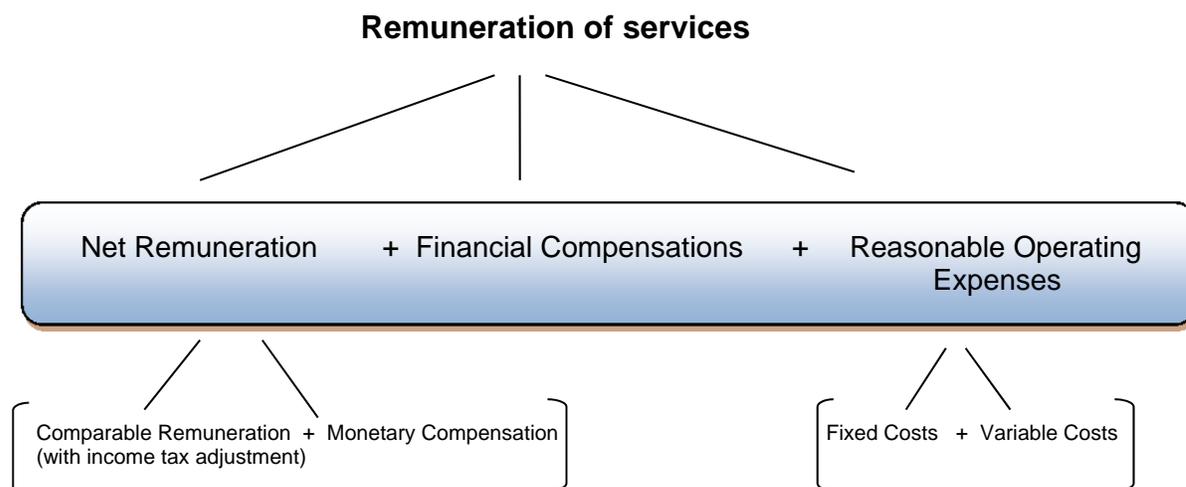
N° RECOGNITION	NAME OF THE ASSOCIATION	INSTITUTIONS CONCERNED
RI-2001-1218	RESSAQ	Centre d'hébergement et de soins longue durée St-Andrew-du-Father-Dowd et de Ste-Margaret
RI-2001-0828	RESSAQ	Institut universitaire en santé mentale Douglas
RI-2001-1220	RESSAQ	Centre Dollard-Cormier
RI-2001-4271	RESSAQ	La Corporation du Centre hospitalier gériatrique Maïmonides
Region 11 Gaspésie-les-Îles		
RI-2001-0918	RESSAQ	Centre de santé et de services sociaux de la Haute-Gaspésie
RI-2001-1114	RESSAQ	Centre de santé et de services sociaux du Rocher-Percé
Region 12 Chaudière-Appalaches		
RI-2001-1079	RESSAQ	Centre de santé et de services sociaux des Etchemins
RI-2001-0916	RESSAQ	CRDI-TED Chaudière-Appalaches
RI-2001-0911	RESSAQ	Centre de santé et de services sociaux de Beauce
RI-2001-0993	RESSAQ	Centre de santé et de services sociaux de la région de Thetford
Region 13 Laval		
RI-2001-2222	RESSAQ	CRDITED de Laval
Region 14 Lanaudière		
RI-2001-2556	RESSAQ	Centre de réadaptation en déficience physique Le Bouclier
RI-2001-1577	RESSAQ	Centre de réadaptation La Myriade
RI-2001-1983	RESSAQ	Centre de santé et de services sociaux du Nord de Lanaudière
Region 15 Laurentides		
RI-2001-1217	RESSAQ	Centre de santé et de services sociaux d'Antoine-Labelle
RI-2001-1229	RESSAQ	Centre de santé et de services sociaux des Sommets
RI-2001-3513	RESSAQ	Centre du Florès
Region 16 Montérégie		
RI-2001-1085	RESSAQ [2009]	Centre de santé et de services sociaux du Suroît
RI-2001-1219	RESSAQ	Centre de santé et de services sociaux du Haut-Saint-Laurent

Appendix II

Income Tax Adjustment Table

Remuneration related to support or assistance			Remuneration related to support or assistance			Remuneration related to support or assistance			Remuneration related to support or assistance		
Monthly	adjustment	%									
\$1,000		0,0%	\$2,521		14,1%	\$4,042		19,9%	\$5,563		24,8%
\$1,021		0,0%	\$2,542		14,2%	\$4,063		20,0%	\$5,583		24,8%
\$1,042		0,0%	\$2,563		14,3%	\$4,083		20,1%	\$5,604		24,9%
\$1,063		0,0%	\$2,583		14,4%	\$4,104		20,1%	\$5,625		24,9%
\$1,083		0,0%	\$2,604		14,5%	\$4,125		20,2%	\$5,646		25,0%
\$1,104		0,0%	\$2,625		14,6%	\$4,146		20,3%	\$5,667		25,0%
\$1,125		0,1%	\$2,646		14,7%	\$4,167		20,4%	\$5,688		25,1%
\$1,146		0,4%	\$2,667		14,8%	\$4,188		20,5%	\$5,708		25,1%
\$1,167		0,6%	\$2,688		14,9%	\$4,208		20,6%	\$5,729		25,2%
\$1,188		0,7%	\$2,708		15,0%	\$4,229		20,6%	\$5,750		25,2%
\$1,208		0,9%	\$2,729		15,1%	\$4,250		20,7%	\$5,771		25,3%
\$1,229		1,1%	\$2,750		15,2%	\$4,271		20,8%	\$5,792		25,3%
\$1,250		1,3%	\$2,771		15,3%	\$4,292		20,9%	\$5,813		25,4%
\$1,271		1,5%	\$2,792		15,4%	\$4,313		21,0%	\$5,833		25,4%
\$1,292		1,7%	\$2,813		15,5%	\$4,333		21,0%	\$5,854		25,5%
\$1,313		2,1%	\$2,833		15,6%	\$4,354		21,1%	\$5,875		25,5%
\$1,333		2,5%	\$2,854		15,7%	\$4,375		21,2%	\$5,896		25,6%
\$1,354		2,9%	\$2,875		15,7%	\$4,396		21,3%	\$5,917		25,6%
\$1,375		3,2%	\$2,896		15,8%	\$4,417		21,3%	\$5,938		25,6%
\$1,396		3,6%	\$2,917		15,9%	\$4,438		21,4%	\$5,958		25,7%
\$1,417		3,9%	\$2,938		16,0%	\$4,458		21,5%	\$5,979		25,7%
\$1,438		4,2%	\$2,958		16,1%	\$4,479		21,6%	\$6,000		25,8%
\$1,458		4,5%	\$2,979		16,1%	\$4,500		21,6%	\$6,021		25,8%
\$1,479		4,8%	\$3,000		16,2%	\$4,521		21,7%	\$6,042		25,9%
\$1,500		5,1%	\$3,021		16,3%	\$4,542		21,8%	\$6,063		25,9%
\$1,521		5,4%	\$3,042		16,4%	\$4,563		21,9%	\$6,083		26,0%
\$1,542		5,7%	\$3,063		16,5%	\$4,583		21,9%	\$6,104		26,0%
\$1,563		6,0%	\$3,083		16,5%	\$4,604		22,0%	\$6,125		26,0%
\$1,583		6,3%	\$3,104		16,6%	\$4,625		22,1%	\$6,146		26,1%
\$1,604		6,5%	\$3,125		16,7%	\$4,646		22,1%	\$6,167		26,1%
\$1,625		6,8%	\$3,146		16,7%	\$4,667		22,2%	\$6,188		26,2%
\$1,646		7,1%	\$3,167		16,8%	\$4,688		22,3%	\$6,208		26,2%
\$1,667		7,3%	\$3,188		16,9%	\$4,708		22,4%	\$6,229		26,2%
\$1,688		7,6%	\$3,208		16,9%	\$4,729		22,4%	\$6,250		26,3%
\$1,708		7,8%	\$3,229		17,0%	\$4,750		22,5%	\$6,271		26,3%
\$1,729		8,1%	\$3,250		17,1%	\$4,771		22,6%	\$6,292		26,4%
\$1,750		8,3%	\$3,271		17,1%	\$4,792		22,6%	\$6,313		26,4%
\$1,771		8,5%	\$3,292		17,2%	\$4,813		22,7%	\$6,333		26,4%
\$1,792		8,7%	\$3,313		17,3%	\$4,833		22,8%	\$6,354		26,5%
\$1,813		8,9%	\$3,333		17,3%	\$4,854		22,8%	\$6,375		26,5%
\$1,833		9,1%	\$3,354		17,4%	\$4,875		22,9%	\$6,396		26,6%
\$1,854		9,4%	\$3,375		17,5%	\$4,896		23,0%	\$6,417		26,6%
\$1,875		9,6%	\$3,396		17,5%	\$4,917		23,0%	\$6,438		26,6%
\$1,896		9,7%	\$3,417		17,6%	\$4,938		23,1%	\$6,458		26,7%
\$1,917		9,9%	\$3,438		17,6%	\$4,958		23,1%	\$6,479		26,7%
\$1,938		10,1%	\$3,458		17,7%	\$4,979		23,2%	\$6,500		26,7%
\$1,958		10,3%	\$3,479		17,8%	\$5,000		23,3%	\$6,521		26,8%
\$1,979		10,5%	\$3,500		17,8%	\$5,021		23,3%	\$6,542		26,8%
\$2,000		10,7%	\$3,521		17,9%	\$5,042		23,4%	\$6,563		26,9%
\$2,021		10,8%	\$3,542		17,9%	\$5,063		23,5%	\$6,583		26,9%
\$2,042		11,0%	\$3,563		18,0%	\$5,083		23,5%	\$6,604		26,9%
\$2,063		11,2%	\$3,583		18,0%	\$5,104		23,6%	\$6,625		27,0%
\$2,083		11,3%	\$3,604		18,1%	\$5,125		23,6%	\$6,646		27,0%
\$2,104		11,5%	\$3,625		18,2%	\$5,146		23,7%	\$6,667		27,0%
\$2,125		11,6%	\$3,646		18,3%	\$5,167		23,8%	\$6,688		27,1%
\$2,146		11,8%	\$3,667		18,3%	\$5,188		23,8%	\$6,708		27,1%
\$2,167		11,9%	\$3,688		18,4%	\$5,208		23,9%	\$6,729		27,1%
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\$2,229		12,4%	\$3,750		18,6%	\$5,271		24,0%	\$6,792		27,2%
\$2,250		12,5%	\$3,771		18,7%	\$5,292		24,1%	\$6,813		27,3%
\$2,271		12,7%	\$3,792		18,8%	\$5,313		24,2%	\$6,833		27,3%
\$2,292		12,8%	\$3,813		18,8%	\$5,333		24,2%	\$6,854		27,3%
\$2,313		12,9%	\$3,833		18,9%	\$5,354		24,3%	\$6,875		27,4%
\$2,333		13,0%	\$3,854		19,0%	\$5,375		24,3%	\$6,896		27,4%
\$2,354		13,2%	\$3,875		19,1%	\$5,396		24,4%	\$6,917		27,4%
\$2,375		13,3%	\$3,896		19,2%	\$5,417		24,4%	\$6,938		27,5%
\$2,396		13,4%	\$3,917		19,3%	\$5,438		24,5%	\$6,958		27,5%
\$2,417		13,5%	\$3,938		19,4%	\$5,458		24,5%	\$6,979		27,5%
\$2,438		13,7%	\$3,958		19,5%	\$5,479		24,6%	\$7,000		27,6%
\$2,458		13,8%	\$3,979		19,6%	\$5,500		24,6%	\$7,021		27,6%
\$2,479		13,9%	\$4,000		19,7%	\$5,521		24,7%	\$7,042		27,6%
\$2,500		14,0%	\$4,021		19,8%	\$5,542		24,7%	\$7,063		27,7%

Remuneration related to support or assistance		Remuneration related to support or assistance		Remuneration related to support or assistance		Remuneration related to support or assistance	
Monthly	adjustment %						
\$7,083	27,7%	\$8,604	30,7%	\$10,125	33,2%	\$11,646	35,1%
\$7,104	27,7%	\$8,625	30,8%	\$10,146	33,3%	\$11,667	35,1%
\$7,125	27,8%	\$8,646	30,8%	\$10,167	33,3%	\$11,688	35,1%
\$7,146	27,8%	\$8,667	30,8%	\$10,188	33,3%	\$11,708	35,2%
\$7,167	27,9%	\$8,688	30,9%	\$10,208	33,3%	\$11,729	35,2%
\$7,188	27,9%	\$8,708	30,9%	\$10,229	33,4%	\$11,750	35,2%
\$7,208	28,0%	\$8,729	31,0%	\$10,250	33,4%	\$11,771	35,2%
\$7,229	28,0%	\$8,750	31,0%	\$10,271	33,4%	\$11,792	35,3%
\$7,250	28,0%	\$8,771	31,0%	\$10,292	33,5%	\$11,813	35,3%
\$7,271	28,1%	\$8,792	31,1%	\$10,313	33,5%	\$11,833	35,3%
\$7,292	28,1%	\$8,813	31,1%	\$10,333	33,5%	\$11,854	35,3%
\$7,313	28,2%	\$8,833	31,1%	\$10,354	33,5%	\$11,875	35,4%
\$7,333	28,2%	\$8,854	31,2%	\$10,375	33,6%	\$11,896	35,4%
\$7,354	28,2%	\$8,875	31,2%	\$10,396	33,6%	\$11,917	35,4%
\$7,375	28,3%	\$8,896	31,3%	\$10,417	33,6%	\$11,938	35,4%
\$7,396	28,3%	\$8,917	31,3%	\$10,438	33,7%	\$11,958	35,5%
\$7,417	28,4%	\$8,938	31,3%	\$10,458	33,7%	\$11,979	35,5%
\$7,438	28,4%	\$8,958	31,4%	\$10,479	33,7%	\$12,000	35,5%
\$7,458	28,4%	\$8,979	31,4%	\$10,500	33,7%	\$12,021	35,5%
\$7,479	28,5%	\$9,000	31,4%	\$10,521	33,8%	\$12,042	35,6%
\$7,500	28,5%	\$9,021	31,5%	\$10,542	33,8%	\$12,063	35,6%
\$7,521	28,6%	\$9,042	31,5%	\$10,563	33,8%	\$12,083	35,6%
\$7,542	28,6%	\$9,063	31,6%	\$10,583	33,8%	\$12,104	35,6%
\$7,563	28,6%	\$9,083	31,6%	\$10,604	33,9%	\$12,125	35,7%
\$7,583	28,7%	\$9,104	31,6%	\$10,625	33,9%	\$12,146	35,7%
\$7,604	28,7%	\$9,125	31,7%	\$10,646	33,9%	\$12,167	35,7%
\$7,625	28,8%	\$9,146	31,7%	\$10,667	33,9%	\$12,188	35,7%
\$7,646	28,8%	\$9,167	31,7%	\$10,688	34,0%	\$12,208	35,8%
\$7,667	28,9%	\$9,188	31,8%	\$10,708	34,0%	\$12,229	35,8%
\$7,688	28,9%	\$9,208	31,8%	\$10,729	34,0%	\$12,250	35,8%
\$7,708	29,0%	\$9,229	31,8%	\$10,750	34,1%	\$12,271	35,8%
\$7,729	29,0%	\$9,250	31,9%	\$10,771	34,1%	\$12,292	35,9%
\$7,750	29,1%	\$9,271	31,9%	\$10,792	34,1%	\$12,313	35,9%
\$7,771	29,1%	\$9,292	31,9%	\$10,813	34,1%	\$12,333	35,9%
\$7,792	29,1%	\$9,313	32,0%	\$10,833	34,2%	\$12,354	35,9%
\$7,813	29,2%	\$9,333	32,0%	\$10,854	34,2%	\$12,375	36,0%
\$7,833	29,2%	\$9,354	32,1%	\$10,875	34,2%	\$12,396	36,0%
\$7,854	29,3%	\$9,375	32,1%	\$10,896	34,2%	\$12,417	36,0%
\$7,875	29,3%	\$9,396	32,1%	\$10,917	34,3%	\$12,438	36,0%
\$7,896	29,4%	\$9,417	32,2%	\$10,938	34,3%	\$12,458	36,1%
\$7,917	29,4%	\$9,438	32,2%	\$10,958	34,3%	\$12,479	36,1%
\$7,938	29,4%	\$9,458	32,2%	\$10,979	34,3%	\$12,500	36,1%
\$7,958	29,5%	\$9,479	32,3%	\$11,000	34,4%	\$12,521	36,1%
\$7,979	29,5%	\$9,500	32,3%	\$11,021	34,4%	\$12,542	36,1%
\$8,000	29,6%	\$9,521	32,3%	\$11,042	34,4%	\$12,563	36,2%
\$8,021	29,6%	\$9,542	32,4%	\$11,063	34,4%	\$12,583	36,2%
\$8,042	29,7%	\$9,563	32,4%	\$11,083	34,5%	\$12,604	36,2%
\$8,063	29,7%	\$9,583	32,4%	\$11,104	34,5%	\$12,625	36,2%
\$8,083	29,7%	\$9,604	32,5%	\$11,125	34,5%	\$12,646	36,3%
\$8,104	29,8%	\$9,625	32,5%	\$11,146	34,5%	\$12,667	36,3%
\$8,125	29,8%	\$9,646	32,5%	\$11,167	34,6%	\$12,688	36,3%
\$8,146	29,9%	\$9,667	32,6%	\$11,188	34,6%	\$12,708	36,3%
\$8,167	29,9%	\$9,688	32,6%	\$11,208	34,6%	\$12,729	36,4%
\$8,188	29,9%	\$9,708	32,6%	\$11,229	34,6%	\$12,750	36,4%
\$8,208	30,0%	\$9,729	32,6%	\$11,250	34,6%	\$12,771	36,4%
\$8,229	30,0%	\$9,750	32,7%	\$11,271	34,7%	\$12,792	36,4%
\$8,250	30,1%	\$9,771	32,7%	\$11,292	34,7%	\$12,813	36,4%
\$8,271	30,1%	\$9,792	32,7%	\$11,313	34,7%	\$12,833	36,5%
\$8,292	30,1%	\$9,813	32,8%	\$11,333	34,7%	\$12,854	36,5%
\$8,313	30,2%	\$9,833	32,8%	\$11,354	34,8%	\$12,875	36,5%
\$8,333	30,2%	\$9,854	32,8%	\$11,375	34,8%	\$12,896	36,5%
\$8,354	30,3%	\$9,875	32,9%	\$11,396	34,8%	\$12,917	36,5%
\$8,375	30,3%	\$9,896	32,9%	\$11,417	34,8%	\$12,938	36,6%
\$8,396	30,3%	\$9,917	32,9%	\$11,438	34,9%	\$12,958	36,6%
\$8,417	30,4%	\$9,938	33,0%	\$11,458	34,9%	\$12,979	36,6%
\$8,438	30,4%	\$9,958	33,0%	\$11,479	34,9%	\$13,000	36,6%
\$8,458	30,5%	\$9,979	33,0%	\$11,500	34,9%		
\$8,479	30,5%	\$10,00	33,0%	\$11,521	35,0%		
\$8,500	30,5%	\$10,02	33,1%	\$11,542	35,0%		
\$8,521	30,6%	\$10,04	33,1%	\$11,563	35,0%		
\$8,542	30,6%	\$10,06	33,1%	\$11,583	35,0%		
\$8,563	30,6%	\$10,08	33,2%	\$11,604	35,0%		
\$8,583	30,7%	\$10,10	33,2%	\$11,625	35,1%		



Remuneration scale regarding support or assistance services

Related sector of activities:	Health and Social Services Sector	
Analogous job retained:	Health and social services auxiliary	
Salary range (group 333 of the <i>Nomenclature des titres d'emploi, des libellés et des échelles de salaire du réseau de la santé et des services sociaux</i>)	step 4 from 01-04-2015	
Annualized Remuneration (365 days)	\$57,283.60 (rate in force from 1 April 2015)	
Provision of services ¹ 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%

¹ According to the Classification Form determined by the Minister.

LETTER OF UNDERSTANDING N° I BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE REGROUPEMENT DES RESSOURCES RÉSIDENTIELLES ADULTES DU QUÉBEC IN ITS CAPACITY AS A GROUPING OF THE ASSOCIATIONS OF ADULT RESOURCES ACTING ON BEHALF OF THE ASSOCIATIONS THAT BELONG TO THE GROUPING 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 and signature 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 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 users' health and safety;
4. When, during the term of an agreement, an institution plans to require changes to the physical standards that prevailed at the time of recognition and signature of the specific agreement, thereby significantly modifying the conditions under which the provision of services is made (i.e.: fixed assets 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 an agreement with respect to the costs incurred (financing, etc.), where applicable;
 - c) the preceding paragraph aims to indicate to the parties to the specific agreement the necessity of arriving at an agreement if a fixed asset project 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 an 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 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 _____ 2016

**THE REGROUPEMENT DES
RESSOURCES RÉSIDENTIELLES
ADULTES DU QUÉBEC**

**THE MINISTER OF HEALTH AND SOCIAL
SERVICES**

Réjean Simoneau, President

Gaétan Barrette

LETTER OF UNDERSTANDING N° II BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE REGROUPEMENT DES RESSOURCES RÉSIDENTIELLES ADULTES DU QUÉBEC (RESSAQ) RESPECTING THE SPECIFIC AGREEMENT

GIVEN section 55 of the *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 representatives of the parties for the purpose of their business relationship;
- d) the term of the specific agreement;

GIVEN that such an agreement may not contravene the provisions of the group agreement;

GIVEN that the highest level of stability possible is sought for the users;

GIVEN that the Minister and the RESSAQ, 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 specific agreement template appended to this letter of understanding.
2. Since the arbitration procedure set out in the group agreement only applies to difficulties respecting the interpretation or the application of the group agreement¹, the arbitration procedure does therefore not apply to a difficulty relating to the interpretation or the application of the specific agreement.
3. However, in consideration of the provisions agreed upon in relation to article 6-3.00², the Minister and the RESSAQ agree that the resolution of certain difficulties relating to the specific agreement shall be submitted to the same mechanisms or procedures as those set out in the group agreement, for difficulties relating to the interpretation or the application of that agreement.
4. Therefore, the Minister and the RESSAQ agree that the mechanisms for concerted action and the arbitration procedure 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 specific agreement, subject to the cases mentioned in articles 5 and 6 to which a specific procedure applies.

¹ Section 56 of the *Act respecting the representation of resources* and clause 1-2.16 of the group agreement.

5. In the case of a dispute concerning the modification of the specific agreement by the institution during its term, of a dispute concerning the termination of the specific agreement by the institution before the term has expired or in the case of a dispute arising from the fact that the institution prevented the specific agreement from being renewed, the Minister and the RESSAQ agree that the mechanisms for concerted action and the arbitration procedure provided for in the specific agreement apply, with the following modifications:

- a) the role of the arbitrator is to determine if the decision made by the institution was based on a serious reason.
- b) If not, it falls under the purview of the arbitrator to set the amount of the damages and interest that may be due to the resource for the losses it has suffered, including exemplary damages, if applicable.
- c) If the arbitrator deems it expedient, he or she may order the parties to discuss, within a timeframe the arbitrator determines, whether the specific agreement can be reinstated and the terms under which this could be achieved. The arbitrator must then, before making the order, send the parties his or her decision as to the merits of the dispute, except for the determination of any damages and interest.

The arbitrator may designate a mediator or a conciliator to accompany the parties during such a discussion.

In the event the parties fail to come to an agreement, the arbitrator determines the amount for damages and interest, if applicable.

6. It is understood that when the agreement's term expires or when a notice of non-renewal indicating the reason preventing such a renewal is sent within the prescribed time or when a notice of modification has been sent within the prescribed time and the modification was not accepted by the other party, thereby causing the non-renewal of the agreement, the resource or the association may not file a dispute contesting the situation and the arbitration procedure is not applicable.

7. Despite any provision contrary to this letter of understanding, the arbitrator may in no way order the reinstatement of a specific agreement that was terminated by the institution nor the renewal of such an agreement whose renewal was prevented by the institution.

8. 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 _____ 2016

**THE REGROUPEMENT DES
RESSOURCES RÉSIDENTIELLES
ADULTES DU QUÉBEC (RESSAQ)**

**THE MINISTER OF HEALTH AND SOCIAL
SERVICES**

Réjean Simoneau, President

Gaétan Barrette

SPECIFIC AGREEMENT TEMPLATE

**THE MINISTER OF HEALTH AND SOCIAL SERVICES AND
THE REGROUPEMENT DES RESSOURCES RÉSIDENIELLES ADULTES DU QUÉBEC) IN ITS CAPACITY AS
A GROUPING OF THE ASSOCIATIONS OF ADULT RESOURCES ACTING ON BEHALF OF THE
ASSOCIATIONS THAT BELONG TO THE GROUPING**

SPECIFIC AGREEMENT 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*)^{1, 2} 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 a living environment that closely resembles 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 provides that the institution carries out the recruitment and the evaluation of the resources in accordance with the general criteria determined by the Minister.

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.

¹ If the resource is run by a partnership, it is necessary to add, before the names of the physical persons who are responsible for the resource, the legal name and type (general, limited, undeclared, joint venture) of the partnership.

² The footnotes included in this template do not form an integral part of the agreement and are given for information purposes only.

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 centres it operates.

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 guarantors 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) 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 or nine adults or elderly persons who are entrusted to them by a public institution in order to respond to their needs and afford them living conditions as close to a natural environment as possible.

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 *Act respecting health services and social services* 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.t

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 agreement is, notably, a complement to the provisions:

2.2.1. of the *Act respecting Health Services and Social Services* and 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; and

2.2.2. the *Youth Protection Act* (L.R.Q. c. P-34.1);

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

2.2.4. of the group agreement signed on _____ 2012 between the Minister of Health and Social Services and the Regroupement des ressources résidentielles adultes du Québec (RESSAQ-CSD et RESSAQ 2009-CSD) (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. The Parties agree that (*number of recognized places*) places are recognized unto the Resource in order to lodge users referred by the Institution.

3.2. In addition, the Parties agree that _____ (number of places for the users identified) _____ places are recognized for the Resource to receive the user or users _____ (confidential identification of the user(s)) referred by the Institution. On departure of the user or users _____ (confidential identification of the user(s)), the place or places will be closed.

4. TYPE OF USERS

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

Child:	<input type="checkbox"/>	Adult:	<input type="checkbox"/>
Young persons with adjustment problems:	<input type="checkbox"/>		<input type="text"/>
Mentally impaired:	<input type="checkbox"/>		<input type="text"/>
Physically impaired:	<input type="checkbox"/>		<input type="text"/>
Autisme spectrum disorder	<input type="checkbox"/>		<input type="text"/>
Mental health:	<input type="checkbox"/>		<input type="text"/>
Addictions:	<input type="checkbox"/>		<input type="text"/>
Loss of autonomy linked to aging:	<input type="checkbox"/>		<input type="text"/>
Physical health	<input type="checkbox"/>		<input type="text"/>
Others:	<input type="checkbox"/>		<input type="text"/>

5. TERM

5.1. Initial term^{1,2,3}

5.1.1. The initial term of the agreement is (.....) (*number, first in writing, then in figures*) (*years, months, days*), from the date of signing, unless it is prematurely terminated under other provisions of the agreement.

alternate clause

5.1.1 The agreement comes into force (date or event) and ends (date or event), unless it is prematurely terminated under other provisions of the agreement.

5.2. Renewal

5.2.1. This agreement is automatically renewed at its term, _____time(s), for an equal term and on the same conditions, unless

5.2.1.1. 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.

5.2.2. If one of the Parties sends a notice of non-renewal or of modification to the other Party in accordance with this clause, the continuation of the business relationship between the Parties after the initial or renewed term has expired, whatever the case may be, cannot in any way be construed as a roll-over, renewal, extension or continuation of the agreement.

alternate clause

5.2.1.1 This agreement ends on the date provided for in clause 5.1.1, without further notice or delay and is not renewable.

5.2.3. Subsequent^{4,5}

¹ The Minister has undertaken to make every effort to ensure that specific agreements entered into have a minimal term of 3 years, unless there are reasons justifying a shorter term (letter of understanding n°9 in the informative section).

² Clause 5.1.1. may be adapted so that the specific agreement begins on a date set by the Parties, or when a specific event occurs.

³ In some particular situations, the term of the specific agreement may be confined to a specific period (i.e. : from 1 September to 15 January) or linked to the occurrence of a specific event (i.e. : from the beginning of the child's placement to the end of the placement). The alternate clause may then be used. The alternate clause may then be used.

⁴ The Minister has undertaken to make every effort to ensure that following an automatic renewal, the specific agreement provide for a subsequent renewal for a term to be determined by the Parties, which can be cancelled by sending a non-renewal notice (letter of understanding no9 in the informative section).

⁵ In certain circumstances, the Parties may agree that there should be no subsequent renewal and must therefore use the alternate clause.

5.2.4. Absence of presumption

- 5.2.4.1. 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.

5.3. Termination of the agreement

5.3.1. By mutual consent

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

5.3.2. Without notice

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

- suspension or revocation of the recognition by the Agency.
- assignment of the specific agreement.

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

5.3.3. For serious reasons

- 5.3.3.1. Each Party may terminate this agreement before its term, if a serious reason exists.

- 5.3.3.2. 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.

6. PARTIES' POINT OF CONTACT

6.1. Identification

- 6.1.1. 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

6.2. Replacement

6.2.1. 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 are more than one points of contact, each of them may act separately and the authorization given by one of them constitutes a valid authorization.

6.3. Notices

6.3.1. All notices required within the scope of this 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.

7. PROCEEDINGS

7.1. Mechanisms for concerted action and arbitration procedure

7.1.1. The Parties subscribe to the letter of understanding No. II which forms an integral part of the Group agreement for the purposes of this agreement

7.1.2. The Parties agree, among others

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

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

- in the case of a dispute concerning the 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;

to the exclusion of any other proceedings before any tribunal and in compliance with the other conditions provided for in the letter of understanding II, forming an integral part of the Group Agreement

8. GENERAL PROVISIONS

8.1. Assignment

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

8.1.2. Is not considered an assignment within the meaning of this article, 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 article 8.2 of this agreement apply.

8.2. Amendment

8.2.1. This agreement may be amended at any time by mutual agreement between the Parties.

8.2.2. However, all amendments must be made in writing.

IN WITNESS THEREOF, THE PARTIES HAVE SIGNED:

For the Institution:

In, on

By: _____

By: _____

For the Resource:

In, on

By: _____

By: _____

LETTER OF UNDERSTANDING N° III BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE REGROUPEMENT RESPECTING THE RENEWAL OF CERTAIN RESOURCES' SPECIFIC AGREEMENT

WHEREAS the measure providing for temporary maintenance of the remuneration for certain resources must come to an end on 31 December 2015.

WHEREAS the RESSAQ represents the resources that benefit from the measure for temporary maintenance and whereas the parties wish to minimize the financial impacts that they may suffer.

THE PARTIES AGREE AS FOLLOWS:

1. This letter of understanding applies to the resources whose remuneration for services granted under the parameters of Circular 2011-043 for the period extending from 1 January 2012 to 31 December 2012, exceeds the remuneration for services calculated following the application of the group agreement for that same period.
2. The measure provided for in this letter of understanding ensures that the average level of remuneration is maintained.
3. The average level of remuneration corresponds to the average rate calculated on the basis of the remuneration paid under the parameters of Circular 2011-043 during the reference period.
4. The average level of remuneration takes into account the evolution in the number of users taken in by the resource.
5. Despite the preceding paragraph, the average level of remuneration cannot exceed the level established on the basis of the reference period.
6. To minimize the financial impacts, as of 1 January 2016 and until 31 December 2016, 50% of the difference between the average level of remuneration of services resulting from the application of the group agreement will be paid in the form of a lump sum.
7. The measure provided for in this letter of understanding ends on 31 December 2016.
8. This letter of understanding may not be construed so as to modify the term of the specific agreement; therefore, the measures provided for in this letter of understanding apply only if the specific agreement signed between the institution and the resource is in force.
9. This letter of understanding comes into effect as of its signing.

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

In witness thereof, the parties have signed on the ___ day of _____ 2016

**THE REGROUPEMENT DES
RESSOURCES RÉSIDENTIELLES
ADULTES DU QUÉBEC (RESSAQ)**

**THE MINISTER OF HEALTH AND
SOCIAL SERVICES**

Réjean Simoneau, President

Gaétan Barrette

LETTER OF UNDERSTANDING N° IV BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE REGROUPEMENT DES RESSOURCES RÉSIDENTIELLES ADULTES DU QUÉBEC (RESSAQ) RESPECTING THE EXPRESSION OF RESTRICTED OR IRREGULAR AVAILABILITY OF AN UNOCCUPIED 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 R-24.0.2) 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 under the circumstances.

The parties agree as follows:

1. The unoccupied places are recognized as being available at all times. Any period of restricted or irregular availability of one or more places must be agreed upon between the resource and the institution.
2. The institutions and resources shall use the form attached to this letter of understanding to agree on the restricted or irregular availability of an unoccupied place.
3. The provisions provided for in the form are applicable as long as the parties maintain the same terms.

In witness thereof, the parties have signed on the ____ day of _____ 2016

**THE REGROUPEMENT DES
RESSOURCES RÉSIDENTIELLES
ADULTES DU QUÉBEC (RESSAQ)**

**THE MINISTER OF HEALTH AND SOCIAL
SERVICES**

Réjean Simoneau, President

Gaétan Barrette

**FORM SETTING OUT THE MANNER IN WHICH RESTRICTED OR IRREGULAR
AVAILABILITY OF AN UNOCCUPIED PLACE IS TO BE EXPRESSED**

**MINISTER OF HEALTH AND SOCIAL SERVICES
THE REGROUPEMENT DES RESSOURCES RÉSIDENTIELLES ADULTES DU QUÉBEC
(RESSAQ)**

Identification of the persons responsible for the resource (last name, first name):

--

1. Restricted availability places

The resource has ___ (number of places) restricted availability place(s). These places are available for specific users only.

When these places are unoccupied, they do not entitle the resource to payment of the reasonable operating expenses provided for under clause 3-7.02.

Confidential identification of users:

--

Details:

--

The period of restricted availability ends on _____ (date or event¹).

2. Irregular availability place(s)

The resource has ___ (number of places) irregular availability place(s). These places are available for users for specific periods (weekdays, months of the year, etc.).

When these places are unavailable, they do not entitle the resource to payment of the reasonable operating expenses provided for under clause 3-7.02.

- Irregular availability period
- Unavailability period

Continuous days²

Start date:	
End date :	

Details:

--

¹ For example, the event could be the end of the specific agreement.

² Continuous days are consecutive days or a set period of time.

Set days³

Start date:	
End date :	

Details:

--

Variable days⁴

Start date:	
End date :	

Details:

--

Unless this form provides for a termination date, the terms agreed remain applicable until the end of the specific agreement.

IN WITNESS THEREOF, THE PARTIES HAVE SIGNED:

For the Institution:

In, on

By: _____

By: _____

For the Resource:

In, on

By: _____

By: _____

³ Set days are specific days of the week.

⁴ Variable days are identified dates.

INFORMATIVE SECTION

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

LETTER OF UNDERSTANDING N° 1 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE REGROUPEMENT DES RESSOURCES RÉSIDENTIELLES ADULTES DU QUÉBEC (RESSAQ) IN ITS CAPACITY AS A GROUPING OF THE ASSOCIATIONS OF ADULT RESOURCES ACTING ON BEHALF OF THE ASSOCIATIONS THAT BELONG TO THE GROUPING 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. Any institution that uses the services of intermediate resources or family-type resources 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 30 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 senior officer must 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 the senior officer as to the necessity of revising the classification and, if the case may be, as to the modifications that should be made to the classification; the person responsible must have the necessary skills and must have received the training provided for in item 1;

- e) this person must preferably be a person working within the institution;
- f) this person cannot be the person who made the initial classification. However, that person may be consulted;
- g) 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;
- h) 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;
- i) 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;
- j) the analysis of the request for examination by the person responsible and the ensuing decision made by the officer must essentially aim at ensuring 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;
- k) 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. The duly filled out Form must then be given to the resource in compliance with the *Regulation*.
- l) 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.

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 _____ 2016

**THE REGROUPEMENT DES
RESSOURCES RÉSIDENTIELLES
ADULTES DU QUÉBEC (RESSAQ-) IN ITS
CAPACITY AS A GROUPING OF THE
ASSOCIATIONS OF ADULT RESOURCES
ACTING ON BEHALF OF THE
ASSOCIATIONS THAT BELONG TO THE
GROUPING**

**THE MINISTER OF HEALTH AND SOCIAL
SERVICES**

Réjean Simoneau, President

Gaétan Barrette

LETTER OF UNDERSTANDING N° 2 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE REGROUPEMENT DES RESSOURCES RÉSIDENTIELLES ADULTES DU QUÉBEC (RESSAQ) RESPECTING THE MEASURE CONCERNING EXCEPTIONAL SUPPORT OR ASSISTANCE SERVICES (MESAS)

GIVEN that the physical or behavioural problems of a minority of users which require from the resource such things as a one-on-one service provider or even two service providers for a single user for more than a 12-hour period per day, every day.

GIVEN that the institution' decision to direct or maintain such users in an intermediate resource is the one most appropriate to ensure their needs are met.

GIVEN that these services, required by the institution, go beyond what is provided for in the Form for determining the classification of support or assistance services according to their intensity, thereby potentially having financial impacts that exceed the remuneration framework provided for in the group agreement.

GIVEN that the terms defining the additional daily remuneration set out in Letter of understanding No. 3 are not aimed at covering such an intensity of services.

GIVEN that the goal sought by the parties is to agree on a targeted solution for such users through a centralized procedure, which ensures the consistency and harmonization of practices among all resources and institutions.

THE PARTIES AGREE AS FOLLOWS:

1. A measure concerning exceptional support or assistance services is established. It will be defined and administered by the Ministère
2. The institution may, if it considers it necessary, send the Ministère an application for recourse to the exceptional support or assistance services measure. It must contain the clinical information justifying the measure.
3. Any resource that considers itself to be entitled to the exception support or assistance services measure on behalf of a user who is entrusted to it may also make the application to its institution. Such a written request must include reasons.
4. Once it has received such an application, the institution meets the resource and analyses its admissibility. If the application is considered to be admissible by the institution, the latter will forward it to the Minister.
5. The exception support or assistance services measure is granted for a specific period of time.

6. The measure may be the object of a request for an extension, made by the institution, at the expiry of the period specified.
7. The Ministère is responsible for determining the admissibility of the measure and the budgetary framework it entails.
8. In the case where payment for the exceptional support or assistance services measure is not made, the mechanisms for concerted action and the settlement of disagreements apply.
- 9.
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 _____ 2016

**THE REGROUPEMENT DES
RESSOURCES RÉSIDENTIELLES
ADULTES DU QUÉBEC (RESSAQ)**

**THE MINISTER OF HEALTH AND SOCIAL
SERVICES**

Réjean Simoneau, President

Gétan Barrette

LETTER OF UNDERSTANDING N° 3 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE REGROUPEMENT DES RESSOURCES RÉSIDENTIELLES ADULTES DU QUÉBEC (RESSAQ) RESPECTING AN ADDITIONAL DAILY REMUNERATION

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 that has made 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 or shouldn't 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. If the additional daily remuneration is non paid, the mechanisms for concerted action and the settlement of disagreements apply.

11. The additional daily remuneration, not subject to the income tax adjustment, that may be paid cannot exceed 30% of the per diem associated with the level of services required, being namely the remuneration scale relating to support or assistance provided for in clause 3-3.06 to which the resource is entitled under the group agreement.

If, for the same user, multiple criteria justify an additional daily remuneration, the remuneration percentages must be added to each other, up to a maximum of 30%.

12. 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 _____ 2016

**THE REGROUPEMENT DES
RESSOURCES RÉSIDENTIELLES
ADULTES DU QUÉBEC (RESSAQ)**

**THE MINISTER OF HEALTH AND SOCIAL
SERVICES**

Réjean Simoneau, President

Gaétan Barrette

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
1) Services to be provided to a user at night	
<ul style="list-style-type: none"> • Each night, the resource must usually get up, either continuously or repeatedly, to provide services to the user. • To be eligible, the services must be provided to the user between 11 p.m. and 6 a.m. 	<p>1 to 3 hrs: 15%</p> <p>3 hrs or more: 30%</p>
2) A service to be provided to a user whose characteristics require the presence of 2 persons	
<ul style="list-style-type: none"> • 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. 	<p>Less than 1 hr: 10%</p> <p>1 to 3 hrs: 20%</p> <p>3 hrs or more: 30%</p>
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)	
<ul style="list-style-type: none"> • 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. The service is required at the user's side for a continuous period of more than 2 hours every day. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> • 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 more than 2.5 hours every day. 	<p>ADR of 15%</p>

4) Service to be provided while a user's socioprofessional or educational integration activities have been suspended or are upcoming	
<ul style="list-style-type: none"> The user is waiting to be integrated or re-integrated into his or her socioprofessional or educational activities. 	ADR of 25%
<ul style="list-style-type: none"> 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. 	ADR of 25%
<ul style="list-style-type: none"> 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. 	
<ul style="list-style-type: none"> 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. 	
5) One or more high-intensity services under the Physical (care) descriptor	
<ul style="list-style-type: none"> 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. 	ADR of 15%
<ul style="list-style-type: none"> Applies only to users requiring interventions at 16.4, 16.5 or 16.6 intensities under the Physical (care) descriptor. 	
6) Combined users requiring a high-level intensity of services	
This criterion applies automatically if:	
<ul style="list-style-type: none"> The resource admits four level 4, level 5 and level 6 users or more. 	ADR of 10% for each level 5 and level 6 user.
<ul style="list-style-type: none"> The ADR applies to level 5 and level 6 users. 	
7) Increased service in relation to the maintenance of the living environment when the service is linked to a user's condition	
<ul style="list-style-type: none"> The service required is defined by a protocol or a directive issued by a competent authority requiring special hygiene measures prescribed for a user. 	ADR of 10%
OR	
<ul style="list-style-type: none"> The institution requires the full cleaning of a user's bed more than once a day, every day. 	

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

- **The resource's guarantor 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 N° 4 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE REGROUPEMENT DES RESSOURCES RÉSIDENTIELLES ADULTES DU QUÉBEC (RESSAQ) IN ITS CAPACITY AS A GROUPING OF THE ASSOCIATIONS OF ADULT RESOURCES ACTING ON BEHALF OF THE ASSOCIATIONS THAT BELONG TO THE GROUPING 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, as of their recognition by the health and social services agency of the region concerned, in the personal property and liability insurance plan for family-type resources and other types of eligible resources including their users (Plan).

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 resource's 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, non-indexed, 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. 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.
3. To maintain the automatic enrolment of the resources 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.
4. To comply with the implementing provisions of the Plan.
5. 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.
6. 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.
7. 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 _____ 2016

**THE REGROUPEMENT DES
RESSOURCES RÉSIDENTIELLES
ADULTES DU QUÉBEC (RESSAQ)**

**THE MINISTER OF HEALTH AND SOCIAL
SERVICES**

Réjean Simoneau, President

Gaétan Barrette

LETTER OF UNDERSTANDING N° 5 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE REGROUPEMENT DES RESSOURCES RÉSIDENTIELLES ADULTES DU QUÉBEC (RESSAQ) IN ITS CAPACITY AS A GROUPING OF THE ASSOCIATIONS OF ADULT RESOURCES ACTING ON BEHALF OF THE ASSOCIATIONS THAT BELONG TO THE GROUPING 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) 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).

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 agreement¹ 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.

¹ Section 56 of the *Act respecting the representation of resources* and clause 1-2.16 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 committee falls under the responsibility of the General directorate of social services.
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 _____ 2016

**THE REGROUPEMENT DES
RESSOURCES RÉSIDENTIELLES
ADULTES DU QUÉBEC (RESSAQ)**

**THE MINISTER OF HEALTH AND SOCIAL
SERVICES**

Réjean Simoneau, President

Gaétan Barrette

LETTER OF UNDERSTANDING N° 6 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE REGROUPEMENT DES RESSOURCES RÉSIDEN- TIELLES ADULTES DU QUÉBEC (RESSAQ) IN ITS CAPACITY AS A GROUPING OF THE ASSOCIATIONS OF ADULT RESOURCES ACTING ON BEHALF OF THE ASSOCIATIONS THAT BELONG TO THE GROUPING 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 arbitration under that procedure may take place before a single arbitrator or before 3 arbitrators forming a council for the settlement of disagreements.

GIVEN that the parties wish that any person called to plead or to act before these arbitrators, may do so even if that person is not a practicing advocate.

GIVEN that section 128 of the *Act respecting the Barreau du Québec* (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 purposes of the application of section 128 of the *Act respecting the Barreau du Québec*.
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 _____ 2016

**THE REGROUPEMENT
DES RESSOURCES RÉSIDEN-
TIELLES
ADULTES DU QUÉBEC (RESSAQ)**

**THE MINISTER OF HEALTH AND SOCIAL
SERVICES**

Réjean Simoneau, President

Gaétan Barrette

LETTER OF UNDERSTANDING N° 7 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE REGROUPEMENT DES RESSOURCES RÉSIDENTIELLES ADULTES DU QUÉBEC (RESSAQ) IN ITS CAPACITY AS A GROUPING OF THE ASSOCIATIONS OF ADULT RESOURCES ACTING ON BEHALF OF THE ASSOCIATIONS THAT BELONG TO THE GROUPING RESPECTING THE TERM OF THE SPECIFIC AGREEMENT

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) which provides that a group agreement cannot deal with the exercise of the powers and responsibilities referred to in section 55 of the Act;

GIVEN section 55 of the *de la Act respecting the representation of resources* which provides that a specific agreement between an institution and a resource must deal exclusively with 4 matter, among which the agreement's term;

GIVEN the parties' wish to promote life environment stability for the user;

GIVEN the parties wish to allow the resource to be financially viable and to develop its competency;

GIVEN that the parties wish that the term of the agreements entered into by the institutions and resources will promote the achievement of these objectives;

The parties agree as follows:

1. The Minister undertakes to make every effort to ensure that the specific agreement signed between an institution and a resource of the Regroupement:
 - a) has an initial term of at least 3 years, unless there is cause to have a lesser term;
 - b) provides for at least one automatic renewal, which could only be cancelled for cause, save for special circumstances..
2. The Minister undertakes to make every effort to ensure that any non-renewal notice included in the specific agreement is sent to the other party at least 90 days before the expiry of the term.
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 _____ 2016

**THE REGROUPEMENTDES
RESSOURCES RÉSIDENTIELLES
ADULTES DU QUÉBEC (RESSAQ)**

**THE MINISTER OF HEALTH AND
SOCIAL SERVICES**

Réjean Simoneau, President

Gaétan Barrette