

---

**GROUP AGREEMENT**

**BETWEEN**

**THE GOVERNMENT OF QUEBEC**

REPRESENTED BY

THE MINISTER OF HEALTH AND SOCIAL SERVICES

AND

THE GOVERNMENT NEGOTIATION OFFICE  
(THE SECRÉTARIAT DU CONSEIL DU TRÉSOR)

AND

**THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET  
RESSOURCES INTERMÉDIAIRES DU QUÉBEC**  
AS AN ASSOCIATION ON BEHALF OF RESOURCES FOR  
CHILDREN

December 23, 2025

## TABLE OF CONTENTS

<b>CHAPTER 1-0.00</b>	<b>GENERAL PROVISIONS .....</b>	<b>1</b>
1-1.00	PURPOSE OF THE AGREEMENT .....	1
1-2.00	DEFINITIONS .....	1
1-3.00	FUNDAMENTAL PRINCIPLES .....	3
1-4.00	BLAME .....	4
1-5.00	SCOPE .....	4
1-6.00	RECOGNITION .....	5
1-7.00	REPRESENTATION, ASSOCIATIVE LIFE, AND CONSULTATION ACTIVITIES .....	5
1-8.00	SPECIFIC AGREEMENT .....	7
<b>CHAPTER 2-0.00</b>	<b>CONDITIONS FOR THE PROVISION OF SERVICES .....</b>	<b>8</b>
2-1.00	STATEMENTS OF CERTAIN RESPONSIBILITIES OF THE INSTITUTION.....	8
2-2.00	STATEMENTS OF CERTAIN RESPONSIBILITIES RELATED TO THE PLACEMENT AND TRANSFER OF A USER .....	10
2-3.00	STATEMENTS OF CERTAIN RESPONSIBILITIES OF THE RESOURCE .....	11
2-4.00	ADMINISTRATIVE INQUIRY .....	12
<b>CHAPTER 3-0.00</b>	<b>REMUNERATION .....</b>	<b>15</b>
3-1.00	DEFINITIONS .....	15
3-2.00	COMPONENTS OF SERVICE REMUNERATION .....	15
3-3.00	COMPENSATION SCALE RELATED TO SUPPORT OR ASSISTANCE.....	16
3-4.00	MONETARY COMPENSATION.....	17
3-5.00	AMOUNT INTENDED TO PROVIDE ACCESS TO CERTAIN SOCIAL PROGRAM SERVICES .....	18
3-6	FINANCIAL COMPENSATION .....	18
3-7.00	REASONABLE OPERATING EXPENSES .....	20
3-8.00	SPECIAL PAYMENTS .....	20
3-9.00	METHODS OF REMUNERATION AND TERMS OF PAYMENT OF REMUNERATION.....	22
<b>CHAPTER 4-0.00</b>	<b>PROGRAMS AND SERVICES RESPONDING TO THE NEEDS OF RESOURCES.....</b>	<b>25</b>
4-1.00	CONTINUING EDUCATION AND PROFESSIONAL DEVELOPMENT.....	25
4-2.00	INSURANCE.....	27
<b>CHAPTER 5-0.00</b>	<b>TERMS AND CONDITIONS APPLICABLE TO LEAVE ENTITLEMENT FOR RESOURCES.....</b>	<b>28</b>
5-1.00	CONTINUITY OF SERVICE PROVISION.....	28
5-2.00	TEMPORARY CESSATION OF SERVICE PROVISION AND TERMS OF APPLICATION .....	28
5-3.00	PARENTAL RIGHTS .....	30
5-4.00	ACT RESPECTING INDUSTRIAL ACCIDENTS AND OCCUPATIONAL DISEASES .....	30
<b>CHAPTER 6-0.00</b>	<b>MECHANISMS FOR CONCERTED ACTION AND DISAGREEMENTS.....</b>	<b>31</b>
6-1.00	MECHANISMS FOR CONCERTED ACTION .....	31
6-2.00	DISPUTE RESOLUTION PROCEDURE .....	31
6-3.00	CIVIL ARBITRATION PROCEDURE (EXCLUDING ANY RECOURSE BEFORE ANY COURT)	32
<b>CHAPTER 7-0.00</b>	<b>COMMITTEES.....</b>	<b>35</b>
7-1.00	LOCAL COMMITTEE ON CONCERTED ACTION .....	35
7-2.00	NATIONAL COMMITTEE ON CONCERTED ACTION AND AGREEMENT MONITORING.....	35
7-3.00	LOCAL COMMITTEE FOR CONTINUING TRAINING AND PROFESSIONAL DEVELOPMENT.....	36
<b>CHAPTER 8-0.00</b>	<b>MISCELLANEOUS PROVISIONS.....</b>	<b>38</b>
8-1.00	INTERPRETATION.....	38
8-2.00	NULLITY OF A PROVISION.....	38
8-3.00	APPENDICES, LETTERS OF UNDERSTANDING, AND REFERENCE DOCUMENTS .....	38
8-4.00	ACCESSIBILITY OF THE AGREEMENT .....	38

8-5-00	EFFECTIVE DATE AND TERM OF THE AGREEMENT .....	38
APPENDIX I	LIST OF ASSOCIATIONS BELONGING TO THE GROUP OF ASSOCIATIONS FORMED BY THE FFARIQ.....	40
APPENDIX II	TAX ADJUSTMENT TABLE.....	41
APPENDIX III	ILLUSTRATION OF THE PARAMETERS OF SECTION 34 OF THE <i>ACT RESPECTING THE REPRESENTATION OF RESOURCES</i> .....	43
APPENDIX IV	LIST OF ARBITRATORS.....	44
LETTER OF UNDERSTANDING A	MINISTER RESPONSIBLE DES SERVICES AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC REGARDING PHYSICAL STANDARDS.....	45
LETTER OF UNDERSTANDING B	BETWEEN MINISTER RESPONSIBLE FOR SERVICES AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC REGARDING THE SPECIFIC AGREEMENT.....	46
LETTER OF UNDERSTANDING C	BETWEEN MINISTER OF HEALTH AND SOCIAL SERVICES AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC (FFARIQ) RESPECTING THE EXPRESSION OF RESTRICTED OR IRREGULAR AVAILABILITY OF AN UNOCCUPIED PLACE....	60
LETTER OF UNDERSTANDING 1	BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC (FFARIQ) RESPECTING THE CLASSIFICATION EXAMINATION PROCEDURE.....	1
LETTER OF UNDERSTANDING 2	LETTER OF UNDERSTANDING NO 2 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC (FFARIQ) RESPECTING THE TERM OF THE SPECIFIC AGREEMENTS AND THE TRANSITIONAL CONDITIONS.....	3
LETTER OF UNDERSTANDING 3	LETTER OF UNDERSTANDING NO 3 BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC (FFARIQ) RESPECTING ADDITIONAL DAILY REMUNERATION.....	5
LETTER OF UNDERSTANDING 4	BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC (FFARIQ) RESPECTING INSURANCE AND THE MAINTENANCE OF THE PERSONAL PROPERTY AND LIABILITY Group Agreement INSURANCE PLAN FOR FAMILY-TYPE RESOURCES AND OTHER TYPES OF ELIGIBLE RESOURCES INCLUDING THEIR USERS.....	9
LETTER OF UNDERSTANDING 5	BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC (FFARIQ) RESPECTING THE MECHANISM FOR RESOLVING OPERATIONAL DIFFICULTIES.....	11

LETTER OF UNDERSTANDING 6	BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC (FFARIQ) RESPECTING THE INTERPRETATION OF SECTION 128 OF THE ACT RESPECTING THE BARREAU DU QUÉBEC.....	13
LETTER OF UNDERSTANDING 7	BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC (FFARIQ) REGARDING THE MEASURE RELATED TO EXCEPTIONAL SUPPORT OR ASSISTANCE SERVICES (MSSAE).....	14
LETTER OF UNDERSTANDING 8	BETWEEN THE MINISTER OF HEALTH AND SOCIAL SERVICES AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET DES RESSOURCES INTERMÉDIAIRES DU QUÉBEC (FFARIQ) RESPECTING THE PROTECTION OF USERS FROM FINANCIAL ABUSE.....	16

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

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

#### **1-1.01**

The purpose of the agreement is:

- a) to establish and maintain orderly relations between the parties, institutions, and resources concerned.
- b) to set out the provisions agreed upon *under* sections 32 et seq. of the *Act respecting the representation of family-type resources and certain intermediate resources and the negotiation process for their group agreements* (CQLR, c. R-24.0.2) (*Act respecting the representation of resources*), such provisions not being in conflict with applicable laws and regulations;
- c) Establish appropriate mechanisms for resolving difficulties that may arise.

### **1-2.00 Definitions**

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

Unless the context otherwise requires, for the purposes of the Agreement, words, terms, and expressions whose meaning is determined shall have the meaning respectively given to them.

#### **1-2.02 Reference Year**

The period beginning on April 1<sup>st</sup> of a year and ending on March 31 of the following year.

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

Any of the resource associations that are part of the group of associations formed by the Federation, duly recognized as such, in accordance with sections 3 and following of the *Act respecting the representation of resources*.

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

The Frame of Reference published in 2014, and its subsequent amendments determined by the Minister relating to intermediate resources and family-type resources, within the meaning of *the Act respecting health services and social services* (RLRQ, c. G-1.021) (AGHSSS).

#### **1-2.05 Spouses**

Persons:

- a) who are bound by marriage or civil union and who cohabit.
- b) of different sexes or of the same sex, who live as husband and wife and are the father and mother of the same child.
- c) of different sexes or of the same sex, who have been living in a conjugal relationship for at least one year.

#### **1-2.06 Directive**

Either of the ministerial directives governing intermediate resources and family-type resources family-type resources within the meaning of the AGHSS.

#### **1-2.07 Agreement**

This agreement constitutes the Group Agreement negotiated and concluded between the parties pursuant to sections 32 et seq. of the *Act respecting the representation of resources*.

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

The specific agreement entered into between a resource and an institution pursuant to section 55 of the *Act respecting the representation of resources*.

### **1-2.09 Institution**

A public health institution in Quebec within the meaning of the AGHSS.

### **1-2.10 Federation**

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

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

The registry of intermediate and family-type resources of the Ministry of Health and Social Services at the following email address: [CPNSSS\\_greffe\\_RIRTF@ssss.gouv.qc.ca](mailto:CPNSSS_greffe_RIRTF@ssss.gouv.qc.ca) .

### **1-2.12 Form**

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

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

The *Act respecting the representation of family-type resources and certain intermediate resources and the process for negotiating a Group Agreement respecting them* (CQLR., c. R 24.0.2) (Act respecting the representation of resources).

### **1-2.14 AGHSS**

The *Act respecting the governance of the health and social services system* (RLRQ, c. G-1.021).

### **1-2.15 Disagreement**

Any disagreement relating to the interpretation or application of the agreement.

### **1-2.16 Ministry**

The Department of Health and Social Services.

### **1-2.17 Minister**

The Minister responsible for Social Services.

### **1-2.18 Parties**

The Minister and the Federation.

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

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

### **1-2.20 Resource**

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

### **1-2.21 User**

Any person designated as such within the meaning of the AGHSSS.

## **1-3.00 Fundamental Principles**

### **1-3.01**

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

### **1-3.02**

The parties, associations, institutions through their representatives, and resources shall prioritize fairness, good faith, and partnership in their relationships, as well as the values of humanism, dignity, respect, integrity, trust, commitment, and simplicity. To this end, they shall act promptly in accordance with the laws and regulations applicable to the agreement.

Partnership means the active participation of the actors concerned, while maintaining their autonomy, in order to pool their efforts to achieve a common objective in which they have an interest or motivation, in accordance with their respective responsibilities and roles.

### **1-3.03**

The parties, associations, institutions, and resources recognize the primacy of users' needs. Therefore, the conditions for the provision of services by the resource must be such that the user can benefit from the best possible quality of services, which the institutions and resources are obligated to provide.

### **1-3.04**

The well-being of users is a shared responsibility that is exercised in a spirit of partnership by promoting consultation and collaboration between the institution and the resource, in accordance with contractual commitments and the roles and responsibilities of each party.

The resource collaborates in the implementation and maintenance of an effective and efficient service organization that is part of an integrated culture of quality.

The institution recognizes the family-like nature of the resource and its autonomy in providing services to users as set out in the Regulation respecting the classification, which allows users to be offered living conditions that promote a parental relationship in a family setting.

### **1-3.05**

The resource is responsible for the quality of the living environment and the support or assistance services it provides to users. It helps maintain or integrate users into the community by providing them with a stable living environment adapted to their needs, by providing them with the support or assistance services required by their condition, and by ensuring their protection.

### **1-3.06**

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

### **1-3.07**

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

### **1-3.08**

The resource chooses the appropriate approach for the performance of its services in compliance with applicable laws and regulations, customs, best practices, the Frame of Reference, and the provisions of the agreement and the specific agreement.

As part of its service provision, the resource may require various support, assistance, or guidance measures from competent individuals or organizations. The institution collaborates with the resource in this regard.

### **1-3.09**

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

The person in charge of the resource may engage in professional activities outside the resource, provided that this does not prevent them from fulfilling their obligations as a resource.

When wishing to carry out a professional activity within the institution, prior authorization must be obtained from the institution. In the event of a refusal, the institution shall provide the institution with the reason(s) in writing.

Only incompatibility between the professional activity of the resource and the services to be provided according to the needs of a user may be grounds for refusal.

### **1-4.00 Blame**

#### **1-4.01**

The institution must communicate in writing any blame, within 90 days of the institution's knowledge of the facts leading to the blame.

The complaint concerns the management of resources and is not related to the services to be provided to users, i.e., the common and specific services set out in Parts 1 and 2 of the Form, which are subject to the institution's quality control process.

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

#### **1-4.02**

The complaint, as defined in clause 1-4.01, is removed from the resource's file one year after it is filed. If a subsequent complaint of the same nature is filed, the removal period is reset.

### **1-5.00 Scope**

#### **1-5.01**

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

#### **1-5.02**

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

#### **1-5.03**

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

#### **1-5.04**

The agreement does not apply to persons hired directly by the resource to assist or temporarily replace it.

#### **1-5.05**

The agreement may not be amended except with the written consent of the Minister and the Federation.



## **1-6.00 Recognition**

### **1-6.01**

The associations listed in Appendix I have been recognized by the Tribunal administratif du travail as associations representing children's resources, in accordance with sections 3 and following of the *Act respecting the representation of resources*. By virtue of 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 conferred by law and regulation on the Minister or on an institution; furthermore, they recognize that those powers and responsibilities may not be restricted or altered in any way in the agreement, in its application or interpretation by any person, including an arbitrator or any judicial or quasi-judicial tribunal.

## **1-7.00 Representation, Associative Life, and Consultation Activities**

### **Representation**

#### **1-7.01**

The Federation, in accordance with section 32 of the *Act respecting the representation of resources*, constitutes a group of recognized associations and represents these associations for the purposes of applying and negotiating the agreement.

#### **1-7.02**

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

- a) defend and promote the economic, social, moral, and professional interests of the resources.
- b) to cooperate with any organization pursuing similar interests.
- c) conduct research and studies on any matter likely to have an impact on the economic and social conditions of the resources.
- d) set the amount of the contribution payable by the resources.
- e) negotiate and conclude, in accordance with the *Act respecting the representation of resources*, a Group Agreement<sup>1</sup>.

#### **1-7.03**

The Federation shall inform the Minister of the names and principal responsibilities of its representatives; the same shall apply to the association with respect to the institution concerned with regard to the names and principal responsibilities of its representatives.

#### **1-7.04**

The duties of the Federation's representatives include participating in the National Committee for Consultation and Monitoring of the Agreement (section 7-2.00).

#### **1-7.05**

The duties of the representatives of the association concerned include representing resources under Chapter 6-0.00 and participating in the Local Committee on Concerted Action (Article 7-1.00) and the local committee for continuing education and development (Article 7-3.00).

---

<sup>1</sup> In this case, in accordance with clause 1-6.01, the agreement was negotiated and concluded by the Federation as a group of associations on behalf of the associations that are members of it.

#### **1-7.06**

The institution shall maintain an up-to-date list of the resources represented by the Federation and shall send it to the Federation on a monthly basis. This list shall contain the information necessary to validate the calculation of the contributions collected and the following information:

- the name of the person(s) responsible for the resource.
- the address and telephone number of the resource.
- the resource's national file number.
- the number of recognized places.
- the number of places occupied.
- the number of regular places.
- the number of specific places.
- the email address of the respondent(s), if available.
- the date activities began.
- and, if applicable, the date activities ceased.
- the names of resources that ceased operations during the month.

#### **1-7.07**

It is the responsibility of the Federation, as the exclusive representative of the resources included in the accreditation units, to determine the terms and conditions for resources to join the Federation as members for the duration of the agreement.

#### **1-7.08**

The institution must send the Federation the contact details of any new resource as soon as possible, no later than 14 days after the specific agreement is signed.

#### **1-7.09**

In return for the services provided to the resources it represents, the Federation shall notify the Minister of the amount set as the contribution and of any subsequent changes to that amount.

Within 30 days of receiving this notice, the amount of the contribution shall be deducted from the remuneration paid to the resource. The total amount of contributions collected shall be remitted monthly to the Federation, together with a list indicating, for each resource, the amount of the contribution withheld and the total remuneration. This remittance shall normally be made on the 15<sup>th</sup> day following the collection of the contribution.

### **Associative Life and Activities for Concerted Action**

#### **1-7.10**

Resources participate in community life and various consultation activities. These activities must be carried out in accordance with the *Act respecting the representation of resources*.

#### **1-7.11**

The Federation receives an annual allowance from the Minister equivalent to \$60 per resource included in the representation unit for activities related to community life and concerted action.

The allowance is calculated on March 31 of each reference year. The allowance is paid is made no later than June 1<sup>st</sup> of each year.

#### **1-7.12**

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

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

### **1-7.13**

A resource who so requests has the right to be accompanied by no more than two representatives of the association or the Federation, while the number of representatives of the institution shall be no more than three, at a meeting convened by the institution or its representative that is not related to a user's condition or the care and services to be determined or provided to the user, except for situations already explicitly provided for in the agreement and its informative section.

The institution must inform the resource in advance and in writing of the topics that will be discussed in support of such a meeting, which is not related to a user's condition or the care and services to be determined or provided to them.

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

### **1-7.14**

A resource who considers that they are experiencing harassment, incivility, or violence may avail themselves of the mechanisms provided for in the institution's policy on the promotion of civility and the prevention of harassment and violence.

## **1-8.00 Specific Agreement**

### **1-8.01**

The conclusion of a specific agreement under section 55 of the *Act respecting the representation of resources* is the exclusive responsibility of the institution and the resource.

### **1-8.02**

Letter of understanding B relating to the specific agreement applies, including the reciprocal obligation of institutions and resources to comply fully with the specific agreement framework set out therein.

## CHAPTER 2-0.00 CONDITIONS FOR THE PROVISION OF SERVICES

### 2-1.00 Statements of Certain Responsibilities of the Institution<sup>2</sup>

#### 2-1.01

The following responsibilities are incumbent upon the institution:

- a) pay the resource the remuneration and compensation due in accordance with section 3-0.00 of the agreement.
- b) inform the resource and provide it with a copy of the policies, directives, or procedures applicable to it with regard to the provision of the resource's services, including those relating to psychological harassment and civility, and ensure compliance with them. The content of these policies, directives, or procedures must be consistent with the agreement.
- c) notify the resource of any new applicable policies, guidelines, or procedures and any updates, by providing a copy of the relevant documents, after discussing them with the association at a Local Committee on Concerted Action meeting and providing a copy to the association and the resources.
- d) provide the resource with a copy of the Code of Ethics that the institution must adopt in accordance with the AGHSSS, where applicable.
- e) in accordance with the Regulation respecting the classification, and to the extent and in accordance with the terms and conditions set out in that regulation, the institution must provide the resource with a summary of the information necessary to care for the user.  
However, any information essential to the immediate maintenance of the user's integrity must be communicated by the institution to the resource before or at the same time as the user's arrival at the resource.
- f) collaborate with the resource in finding ways to implement the user's specific support or assistance services, as provided for in the Regulation respecting the classification, and to achieve the objectives pursued.
- g) consult the resource when gathering information for the development or revision of the intervention plan.
- h) inform the resource and provide them with a copy of the emergency procedures to follow when they encounter difficulties with a user that may require interventions other than their own and, when necessary, take the actions that the institution deems appropriate in the circumstances, including moving the user.
- i) assist, support, and accompany the resource in the event of damage caused by an unforeseen and sudden event, when such damage would compromise the continued provision of services to users.
- j) respond in writing as soon as possible to any request made in writing by the resource, such as a request for authorization or a request requiring a decision by the institution. Similarly, the resource may make a verbal request for clarification following a written decision by the institution, and the latter undertakes to respond verbally.
- k) identify, under each descriptor contained in section 2, part 2 of the Regulation respecting the classification, the specific support or assistance services to be provided by the resource, as provided for in the said Regulation.
- l) then specify, if applicable, in collaboration with the resource and in the manner indicated in the Form, the specific support or assistance services identified pursuant to the first paragraph of section 4 of the Regulation respecting the classification.
- m) make the necessary corrections to the Classification Form as soon as possible following any change in a user's condition that requires a change in services

---

<sup>2</sup> The following statements shall not have the effect of limiting in any way the application of the laws and regulations, including the *Regulation respecting the classification*.

that must be offered by the resource or details regarding these services, as provided for in the Regulation respecting the classification.

- n) following the user's departure, ensure that their belongings and personal expense allowances are recovered within a maximum of 15 days, unless otherwise agreed in writing between the resource and the institution.
- o) Provide the resource, where applicable, with the personal expense allowances, the list of belongings, and the accounting of the user's personal expense allowances prepared at the end of the placement in the previous resource.
- p) Verify the accounting of the user's personal expense allowances twice a year or as often as specified in the institution's policy. The institution representative signs the register certifying that no significant anomalies have been detected.
- q) consult and consider the resource's opinion in a timely manner when developing or modifying the schedule for each user's access to and departure from the resource.  
modifying the schedule for the arrival and departure of each user of the resource.
- r) in addition to a situation that could compromise the health and safety of the user, ensure that the resource is present upon the user's arrival and departure, unless otherwise agreed between the resource and the institution.

#### **2-1.02**

Any employee, representative, or agent of the institution wishing to visit the resource does so politely, normally by making an appointment with the resource.

When a visit is made without an appointment, the institution must provide the resource with a reason.

When meeting with the resource's representative(s), any employee, representative, or agent of the institution must make an appointment, except when expressly provided for by law.

#### **2-1.03**

The institution allows the resource to consult their personal file held by the institution, in accordance with the Frame of Reference, after submitting a request to this effect to a representative of the institution.

This right is exercised by consultation on site at a time agreed upon between the resource and the institution, which, unless otherwise agreed, must take place within a maximum of 30 days of the request. The resource may obtain a copy of the documents contained in their file free of charge once a year, within the same time frame.

In the event of an administrative inquiry, disagreement, or dispute, the resource may obtain an update of their file free of charge, including any new information added since their last request.

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

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

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

#### **2-1.04**

Communication between the resource and the institution may be conducted by conventional means of communication, including telephone, fax, mail, email, etc.

The institution shall provide the resource with the information necessary to contact the institution's representatives responsible for providing services by various means of communication.

### **2-1.05**

When a request for preauthorization is made in writing by the resource, the institution shall respond in writing as soon as possible.

## **2-2.00 Statements of Certain Responsibilities Related to the Placement and Transfer of a User**

### **2-2.01**

Decisions regarding the placement and transfer of a user are the responsibility of the institution.

In its matching and pairing activities for the purpose of placing a user in a resource, the institution must analyze the anticipated impacts of the user's integration and ensure that this integration does not risk disrupting the balance of the living environment in the resource, in particular by taking into account the risks to the health, safety, or physical or psychological integrity of the resource, other users present in the resource, if applicable, and other persons living in the resource. This provision does not, however, have the effect of reducing the scope of the provisions of the Frame of Reference as a whole.

### **2-2.02**

The resource is responsible for receiving any user referred to it by the institution in accordance with its specific agreement and this agreement, except for the reasons set out in clause 2-2.04 and except in exceptional circumstances affecting the availability of a place.

### **2-2.03**

The institution shall diligently address the resource's refusal to receive a user in the following cases following:

- a) when the resource does not consider itself able to provide the services required by the condition of the user who is the subject of the request.
- b) when the resource considers that the presence of a user or the services to be provided to them could compromise the services to be provided to another user, as set out in the latter's Classification Form.
- c) when the resource has reasonable grounds to believe that the user exposes it or other persons living in the resource to dangers to their health, safety, or physical or psychological integrity.

### **2-2.04**

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

The institution's decision on a request resulting from paragraphs a) or b) of clause 2-2.03 shall be made diligently and communicated in writing to the resource no later than 30 days after the request.

The institution's decision regarding a request resulting from paragraph c) of clause 2-2.03 shall be taken diligently and communicated in writing to the resource within 21 days of the request.

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

Pending relocation under clause 2-2.03 a) and b), the institution shall consult with the resource and agree with it on the necessary assistance, support, and accompaniment measures to be put in place, in the best interests of the user, other users, and the resource.

When applying paragraph c) of clause 2-2.03, if the resource has reasonable grounds to believe that the user is exposing it or other people living in the resource to a danger to their health, safety, or physical or psychological integrity and requests that the user be moved, the institution shall consult with the resource and agree with it on the assistance, support, protection, and accompaniment measures to be put in place immediately in the best interests of the user, the resource, or the persons living in the resource, as soon as the request is made.

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

### **2-3.01**

As a service provider, the resource must provide quality services in the best interests of the user; it must act in accordance with customary practices and rules of the art, giving priority to recognized practices and ensuring compliance with laws and regulations as well as the provisions of the agreement and the specific agreement.

### **2-3.02**

The resource must assume the obligations, roles, and responsibilities of a resource. In particular, it must offer the common support or assistance services provided for in Part 1 of the Form, as well as the specific support or assistance services determined by the institution in Part 2 of the Form, as provided for in the Regulation respecting the classification of services offered by an intermediate resource and a family-type resource.

### **2-3.03**

More specifically, the following responsibilities fall to the resource<sup>5</sup>:

- a) comply with the fundamental principles set out in the agreement as well as the policies, guidelines, or procedures applicable to the provision of services.
- b) provide the user with a room, preferably a single room, and share common areas such as the kitchen, dining room, and living room.
- c) provide the user with basic personal hygiene items and basic pharmaceutical products, subject to applicable legislation.
- d) Ensure that access facilities for persons with disabilities are maintained and serviced, where required, in accordance with the standards set out in municipal by-laws and any other applicable laws and regulations.
- e) inform the institution as soon as possible of any irregular absence of the user (running away, hospitalization, unplanned departure, failure to return from an authorized absence, etc.).
- f) welcome, at reasonable hours, people who are important to the user and encourage relationships between them, unless otherwise specified by the institution. This reception must be carried out in accordance with the terms and conditions agreed upon between the institution and the resource, taking into account the impact on the resource's living environment and the interests of the child, without affecting the quality of services offered to other users, in accordance with clauses 1-3.03 and 1-3.05. This responsibility does not create an obligation for the resource to feed or house these persons.
- g) After a user's final departure, provide the institution with all information concerning that user, maintain the confidentiality of all such information, and retain no information concerning that user.

The institution acknowledges receipt of the documents provided by the resource in writing.

- h) After a user leaves, return the user's belongings and personal expense allowances to the user, their representative, or the institution, as applicable. The resource shall provide a list of these belongings and an accounting of personal expense allowances to the institution, which shall acknowledge receipt in writing.

---

<sup>3</sup> The following statements shall not have the effect of limiting in any way the application of laws and regulations, in particular the Regulation respecting the classification.

<sup>4</sup> The resource is a service provider within the meaning of the provisions of the Civil Code of Québec (RLRQ, c. CCQ-1991) governing service contracts (sections 2098 et seq.).

<sup>5</sup> The Frame of Reference provides clarification on certain statements in this clause.

#### **2-3.04**

The resource may engage other persons to perform its services, while retaining management and responsibility for their performance; where applicable, it shall engage competent persons, i.e., persons with the skills and abilities necessary to meet the needs of users.

#### **2-3.05**

When the person in charge of the resource uses competent persons, they must specify to the institution the terms and conditions that will allow them to retain direction and responsibility for the performance of the services during their absence.

In all circumstances, the person responsible for the resource must provide the competent person and the institution a telephone number where they can be reached at all times.

#### **2-3.06**

The resource must refrain from accommodating persons other than those entrusted to it by the institution, unless otherwise agreed between the institution and the resource.

However, the institution may not refuse the resource, without valid reason, permission to accommodate persons who are significant to it.

### **2-4.00 Administrative Inquiry**

#### **Administrative Inquiry Authority**

##### **2-4.01**

Within 90 days of becoming aware of the facts, the institution may conduct an administrative investigation if it considers that the health, safety, integrity, or well-being of one or more users may be compromised.

#### **Notice and Grounds for Administrative Inquiries**

##### **2-4.02**

The resource must be informed in writing, as soon as the investigation is launched, of:

- 1- the detailed reasons for conducting the investigation (e.g., suspected absence of a responsible person in the living environment, suspected lack of contribution by the resource to resolving difficulties observed in the user, suspected inadequate response by the resource to the user's discomfort, etc.).
- 2- her right to be heard during a meeting with the institution and to make appropriate representations.
- 3- of her right, if she so wishes, to be accompanied by one or two representatives of the association at this meeting.
- 4- her right to request and obtain a copy of her personal file free of charge, considering the ongoing investigation, if possible within 14 days of her request, notwithstanding the time limit provided for in the second paragraph of clause 2-1.03.

A notice of administrative investigation must be sent simultaneously to the association. This notice must not include the detailed reasons for the investigation.

The institution undertakes to specify in writing to the resource under investigation, when available, any new reasons as the investigation progresses.



## **Rights of the resource to be heard and accompanied**

### **2-4.03**

During the investigation, the resource must have the opportunity to be heard at a meeting with the institution and to make any representations they deem appropriate, accompanied, if they so wish, by one or two representatives of the association.

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

The resource may also make representations that it deems appropriate, in writing, within seven days following the meeting with the institution.

The institution's decision cannot be made before the expiry of this period.

## **Conduct and Time Limit for the Investigation**

### **2-4.04**

The investigation must be conducted with diligence, integrity, and respect, normally within 30 days of the resource being informed of the investigation, except in exceptional circumstances.

In such situations, the institution informs the resource in writing of the reasons for the exceeding the limit, and shall notify the association.

In all circumstances, the association and the institution may agree on different deadlines.

## **Withdrawal of Users**

### **2-4.05**

During the investigation, the institution may remove one or more users from the resource, with or without compensation, as the institution deems appropriate in circumstances where the health, safety, integrity, or well-being of one or more users may be compromised.

However, the resource continues to receive, for all recognized places, the daily allowance for reasonable fixed operating expenses, as provided for in clause 3-7.02. The institution may not demand reimbursement of these fixed expenses.

### **2-4.06**

Where applicable, the reasons for withdrawal shall be communicated in writing to the resource, with a copy to the association. Receipt or signature of the written document by the resource, where applicable, confirms only that it has been read and does not constitute any admission or acknowledgment on the part of the resource.

## **Conclusions of the Administrative Inquiry and Decision of the Institution**

### **2-4.07**

The institution communicates the final, reasoned conclusions of the investigation in writing to the resource and the association.

### **2-4.08**

When the institution concludes that the grounds for the administrative investigation are unfounded, it shall draw up a document certifying this. This document must be sent to the resource and the association and added to its file. These unfounded grounds may not be invoked against the resource at a later date unless new facts relating to the administrative investigation come to light.

At the end of the administrative investigation, the resource continues to provide services and the vacant places in the resource are considered available as of the date of the institution's decision.

If the replacement of a displaced user is possible and appropriate, according to the institution's assessment, this relocation may be prioritized.

When the institution concludes that the grounds for the investigation were unfounded, it must, in the process of matching and pairing new users with the resource, treat the resource on the same basis as any other resource, as if the administrative inquiry had not taken place. In the event that users have been withdrawn, the resource must be paid for the period during which the users were withdrawn, as if the withdrawal had never taken place.

### **Specific Decision Regarding Clause 4(c) of Letter of Understanding B**

#### **2-4.09**

Before making a decision regarding any of the situations provided for in clause 4 c) of Letter of Understanding B, the institution must, at the end of its administrative investigation, send the resource and the association 10 days' notice allowing the resource to submit any comments it deems appropriate to the institution.

The institution's decision may not be rendered before the expiry of this period and must be communicated in writing to the resource and the association.

## **CHAPTER 3-0.00 REMUNERATION**

### **3-1.00 Definitions**

#### **3-1.01**

Unless the context otherwise requires, for the purposes of the Agreement and in particular this chapter, the words, terms, and expressions defined below shall have the meanings assigned to them:

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

a temporary period of one day or more during which a user placed in a resource does not stay at the resource on the days scheduled for continuous or intermittent placement.

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

a recognized place at the resource in the specific agreement. A recognized place may be available or unavailable.

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

A recognized place is considered available when it allows the institution to admit a new user. The resource and the institution agree to use the form attached to Letter of Understanding C to indicate limited availability, irregular availability, or a period of unavailability of a regular unoccupied place, if applicable.

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

A recognized place is considered occupied from the moment the resource accepts a user referred by the institution until the placement ends, i.e., when the user leaves permanently.

The place remains occupied until the user's belongings have been removed in accordance with clause 2-1.01 n).

##### **e) placement**

The action of an institution that results in placing a user in a recognized available place in the resource; a placement may be continuous or intermittent in nature.

### **3-2.00 Components of Service Remuneration<sup>6</sup>**

#### **3-2.01**

The remuneration for the resource's services consists of several components:

- a) a daily rate per user associated with the level of services required as provided for in the remuneration scale related to support or assistance appearing in section 3-3.00, subject to adjustment due to the particular tax status of the resource, in accordance with clauses 3-3.10 and 3-3.11.
- b) monetary compensation in addition to the rate mentioned in paragraph a), in accordance with Article 3-4.00.
- c) an amount intended to provide access to certain social program services, in addition to the amounts obtained by applying sections 3-3.00 and 3-4.00, in accordance with section 3-5.00.
- d) financial compensation that is also added to the amounts obtained by applying sections 3-3.00 and 3-4.00, in accordance with section 3-6.00.
- e) an allowance for reasonable operating expenses that is added to the components provided for in paragraphs (a) to (d) above, in accordance with section 3-7.00.

---

<sup>6</sup> See Appendix II: Illustration of the parameters of 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 guidelines and the following principles is fundamental to the remuneration of services:

- a) the determination of a daily rate per user must be based on the intensity of the services required.
- b) The remuneration scale set out in clause 3-3.06 shall apply uniformly to all resources.
- c) the specific tax status of the resource must be considered.

#### **3-3.02**

The rules relating to the classification of support or assistance services are established by the Minister under section 540 of the AGHSSS and appear in the Regulation respecting the classification.

#### **3-3.03**

The Regulation respecting the classification provides for six levels of services based on the degree of support or assistance required by users.

#### **3-3.04**

It is up to the institution to determine the level of services required for each user, in accordance with the Regulation respecting the classification.

#### **3-3.05**

Notwithstanding any provision to the contrary, the application of the Regulation respecting the classification, including the application of the Form, may not be the subject of any proceedings, including the arbitration proceedings provided for in section 6-3.00.

However, the classification review procedure set out in Letter of Understanding 1 applies.

#### **3-3.06**

The remuneration scale related to support or assistance established according to the level of services required is as follows:

Levels of service	Daily rate per user				
	04/01/2023 to March 31, 2024	04-01-2024 to March 31, 2025	04-01-2025 to March 31, 2026	04-01-2026 to March 31, 2027	04-01-2027 to March 31, 2028
Level 1	\$46.79	\$48.10	\$49.34	\$50.58	\$52.33
Level 2	\$58.50	\$60.13	\$61.68	\$63.23	\$65.43
Level 3	\$70.18	\$72.15	\$74.01	\$75.86	\$78.50
Level 4	\$81.89	\$84.18	\$86.35	\$88.52	\$91.59
Level 5	\$93.58	\$96.19	\$98.67	\$101.15	\$104.67
Level 6	\$105.28	\$108.23	\$111.02	\$113.81	\$117.76

#### **3-3.07**

In the event of a salary adjustment based on the adjustment clause provided for in the Common Front agreement between the parapublic sector and the Government of Quebec, each rate on the compensation scale related to support or assistance, the daily rate for the first 60 days of a placement, and the availability premium for emergency placements will be adjusted accordingly and paid under the same terms and conditions, if applicable.

### 3-3.08

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

Daily rate per user				
01-04-2023 to March 31, 2024	04-01-2024 to March 31, 2025	04-01-2025 to March 31, 2026	04-01 to March 31, 2027	04-01-2027 to March 31, 2028
\$64.24	\$66.04	\$67.74	\$69.44	\$71.85

However, the following provisions apply:

The median rate will be paid for all users, known or unknown, until completion of the Determination and Classification Form (IDC). Following completion of the Form, retroactive remuneration applies to the first day of the user's placement when the classification level determined is level 3, 4, 5, or 6. For users whose Form is level 1 or 2, the median rate is maintained for the entire 60-day period of a placement.

### 3-3.09

The monthly remuneration related to the support or assistance provided by the resource is obtained by adding up the daily remuneration rates for each of the users it accommodates, in accordance with clauses 3-3.06 and 3-3.08, based on the number of days of placement in the month.

### Adjustment Due to the Special Tax Status of the Resource

#### 3-3.10

Considering that the resource is not subject to income tax, an adjustment is made to its monthly remuneration, in accordance with the adjustment table provided in Appendix III.

#### 3-3.11

No adjustment is made for the portion of the monthly remuneration related to the support or assistance of the resource that exceeds the amounts shown in the table below:

Reference year	04-01-2023 to 03-31-2024	04-01-2024 to March 31, 2025	04-01-2025 to March 31, 2026 <sup>8</sup>	04-01-2026 to March 31, 2027	04-01-2027 to March 31, 2028
Monthly remuneration	\$12,809.07	\$13,167.98	\$13,507.43	\$13,846.88	\$14,327.47
Maximum adjustment	\$4,431.94	\$4,621.96	\$4,795.14	\$4,666.40	\$4,899.99

Thus, the maximum adjustment for a month cannot exceed the above amounts.

### 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% shall serve as monetary compensation for leave equivalent to that paid and described in sections 60, 67, 68, 69, 80, 81, and 81.1 of the *Act respecting labor standards* (RLRQ, c. N-1.1) as well as that referred to in the *Act respecting the National Holiday* (RLRQ, c. F-1.1).

<sup>7</sup> The 60-day period applies regardless of the nature of the placement.

<sup>8</sup> Effective on the first day of the month following the date of signature of this agreement, the maximum adjustment amount is revised to \$4,497.98.

### 3-4.02

Monetary compensation is calculated based on the monthly remuneration of the resource, by applying clauses 3-3.06 and 3-3.08, after the adjustment provided for in clauses 3-3.10 and 3-3.11, by multiplying this adjusted remuneration by 10.1%.

### 3-4.03

Monetary compensation is paid monthly.

## 3-5.00 Amount Intended to Provide Access to Certain Social Program Services

### 3-5.01

In accordance with section 33 of the *Act respecting the representation of resources*, the resource receives an amount intended for certain services that meet their social program needs.

### 3-5.02

This amount is calculated monthly on the amount owed to the resource by applying sections 3-3.00 and 3-4.00 and multiplying this amount by a percentage of 6.85%.

### 3-5.03

Notwithstanding clause 3-5.02, the percentage of 6.85% cannot be calculated on the portion of the resource's annual remuneration pursuant to sections 3-3.00 and 3-4.00 that exceeds the amounts shown below, depending on whether the resource consists of one or two persons:

Number of responsible persons	04-01-2023 to March 31, 2024	04-01-2024 to March 31, 2025	04-01-2025 to March 31, 2026	04-01-2026 to March 31, 2027	04-01-2027 to March 31, 2028
One (1)	\$66,520	\$68,381	\$70,144	\$71,907	\$74,404
Two (2)	\$116,448	\$119,705	\$122,791	\$125,877	\$130,249

### 3-5.04

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

## 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:

- financial compensation to account for the difference between the contribution rate applicable to the resource for participating, in this capacity, in the plans covered by the *Parental Insurance Act* (RLRQ, c. A-29.011) and the *Act respecting the Québec Pension Plan* (RLRQ, c. R-9) and the contribution rate applicable to an employee or a salaried employee, as the case may be, to participate in those plans;
- financial compensation to enable the resource to benefit from the protection afforded by the *Act respecting industrial accidents and occupational diseases* (RLRQ, c. A-3.001).

### 3-6.02

The resource must participate in the Quebec Pension Plan (QPP) and the Quebec Parental Insurance Plan (QPIP), and, as an example, the financial compensation will be as follows in 2025:

a) For the QPP

i) Minimum between \$71,300 (maximum eligible earnings) and the resource's annual remuneration obtained by applying sections 3-3.00 and 3-4.00, minus \$3,500 (basic exemption), and multiplied by (12.80% - 6.40%) (self-employed rate under the basic plan and the first component of the supplemental plan – employee rate under the basic plan and the first component of the supplemental plan) for one person responsible.

When there are two persons responsible for the resource, the calculation scale applies by dividing the annual remuneration of the resource equally between the persons responsible by applying sections 3-3.00 and 3-4.00.

ii) The minimum between the annual remuneration of the resource obtained by applying sections 3-3.00 and 3-4.00 and \$81,200 (supplementary maximum of eligible earnings), subtracted from \$71,300 (maximum of eligible earnings), and multiplied by (8.00% – 4.00%) (self-employed rate under Part 2 of the supplemental plan – employee rate under Part 2 of the supplemental plan) for one person responsible.

When there are two persons responsible for the resource, the calculation scale applies by dividing the annual remuneration of the resource equally between the persons responsible by applying sections 3-3.00 and 3-4.00.

b) For the QPIP

Minimum between \$98,000 (maximum insurable income) and the annual remuneration of the resource obtained by applying sections 3-3.00 and 3-4.00, multiplied by (0.878% - 0.494%) (self-employed rate - employee rate), for one person responsible. When there are two persons responsible for the resource, the calculation scale applies by dividing the annual remuneration of the resource obtained by applying sections 3-3.00 and 3-4.00 equally between the persons responsible.

c) Financial compensation for the QPP and QPIP is paid annually on January 15 of each year.

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

Resources that do not avail themselves of the provisions of section 5-2.00 may participate in the CNESST's optional plan to benefit from the protection afforded by the *Act respecting industrial accidents and occupational diseases* (RLRQ, c. A-3.001). In such cases, it shall subscribe to personal coverage up to the maximum amount permitted under the net remuneration equivalence table for the resource.

### 3-6.04

At the request of a resource who provides the documents necessary to subscribe to personal coverage, the CNESST shall reimburse the invoice from the fund made available by the Minister to serve as financial compensation.



### **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 reasonable operating expenses incurred in the course of providing services.

#### **3-7.02**

This daily allowance is \$33.05 per user, for each day of placement, effective January 1<sup>st</sup>, 2025. The daily allowance includes a portion for the resource's fixed costs, set at 60%, and another portion for variable costs, set at 40%.

#### **3-7.03**

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

#### **3-7.04**

The daily allowance is increased on January<sup>1</sup> of each year in accordance with the rate of increase in the Quebec Pension Plan index published by Retraite Québec.

### **3-8.00 Special Payments**

#### **Transportation expenses 3-8.01**

Reimbursable transportation expenses are those incurred by the user in a medical emergency or in the following circumstances:

- a) Appointments for health or social services care or services generated by a user's specific personal condition  
of a user's particular personal condition, excluding annual follow-ups common to all users.
- b) Legal matters (e.g., police, courthouse, community service, etc.).
- c) Visits to biological family.
- d) Integration or retention in school or work (e.g., driving the user to the daycare they attend for clinical needs, meeting with a representative of the user's school following a summons, transporting the user who has been suspended from school transportation so that they can remain in school, driving the user to their internship, work, or volunteer activities, meeting with the user's employer with the user, etc.).

#### **3-8.02**

Expenses must be authorized in advance by the institution, including the cost of taxi transportation. However, in a medical emergency, the institution's authorization is replaced by an authorization or certificate from a health and social services professional, which must be provided to the institution as soon as possible.

#### **3-8.03**

It is the responsibility of the institution to ensure, prior to authorizing payment, that no government program can be used, nor the user or his or her parents in the case of a child.

#### **3-8.04**

When the resource is authorized to use his or her personal motor vehicle for the purposes of a trip provided for in clause 3-8.01, transportation and parking expenses shall be reimbursed in accordance with the terms and conditions set out in section 8 of the Directive on Reimbursable Travel Expenses and Other Related Expenses, as amended by CT 227502 of December 13, 2022, and subsequent amendments.

Reimbursement of other expenses incurred for the purposes of a trip covered by clause 3-8.01 (meals and accommodation) shall be in accordance with sections 13 to 17 of that Directive.

### **3-8.05**

Reimbursable transportation expenses must be detailed in the resource's monthly invoice and include supporting documents.

### **3-8.06**

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

### **3-8.07**

The institution may not require that the transportation referred to in this provision be provided by the resource if it considers that it would diminish the quality of services offered to other users of the resource, subject to the Regulation respecting the classification, including the Form.

Where the resource considers that transportation to be provided would compromise its safety or that of the users it transports, it shall discuss the matter in advance with the institution in order to find an appropriate solution.

Furthermore, the institution cannot require the resource to provide transportation in connection with the biological family.

## **Compensation for Expenses Incurred in Accompanying Users**

### **3-8.08**

The support expenses referred to are those incurred in a medical emergency or in a situation provided for in clause 3-8.01 that requires replacement by a competent person whom the resource must specifically remunerate for performing this replacement, in accordance with the terms and conditions set out in clause 2-3.04, notwithstanding the number of dependents of the resource identified in the specific agreement.

### **3-8.09**

Expenses must be authorized in advance by the institution.

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

### **3-8.10**

The daily allowance payable to the resource for the support expenses incurred by is determined as follows:

- per day and starting at midnight.
- In the event of a replacement that incurs accompanying expenses covering more than one calendar day, compensation shall be paid for each day beginning at midnight.

Levels	Amounts
Replacement of less than 3 hours in a day	\$40
Replacement between 3:00 a.m. and 5:59 a.m. in one day	\$80
Replacement between 6:00 a.m. and 8:59 a.m. in one day	\$11
Replacement between 9:00 a.m. and 11:59 a.m. on a given day	\$150
Replacement of 12 hours or more in one day	\$180

### 3-8.11

Support allowances must be detailed in the monthly billing of the resource.

### 3-8.12

Any other support expenses inherent to the services provided by a resource are included in the remuneration for support or assistance services paid to the resource in accordance with clause 3-3.06.

### Availability Bonus for Emergency Placements 3-8.13

The following premium is paid to the resource available for emergency placements:

Daily rate per resource for all reserved places				
04/01/2023 to March 31, 2024	04-01-2024 to March 31, 2025	04-01 to March 31, 2026	04-01 to March 31, 2027	04-01-2027 to March 31, 2028
\$13.13	\$13.50	\$13.85	\$14.20	\$14.69

It is understood that:

- the association and the institution agree on the terms and conditions surrounding the identification of resources covered by this agreement.
- the premium is paid to the identified resource for emergency placements based on availability during the month.
- The term "*emergency placement*" refers to a short-term placement that may occur at any time, even outside the institution's regular working hours, and which is carried out by the institution prior to the pairing and matching process.

## 3-9.00 Methods of Remuneration and Terms of Payment

### General provisions

#### 3-9.01

Remuneration for services is paid for each day or part of a day during which a recognized place at the resource is occupied.

#### 3-9.02

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

#### 3-9.03

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

#### 3-9.04

In the case of intermittent placement, the user's absences on scheduled placement days are not taken into account and scheduled placement days are remunerated in accordance with clause 3-9.01.

## **Payment process**

### **3-9.05**

The resource shall invoice the institution on a monthly basis using the form provided by the institution, which includes the information necessary for the payment of remuneration for services and, where applicable, the special remuneration referred to in Article 3-8.00, within five days of the end of the previous month.

Where possible, the resource shall submit any requests for reimbursement of special fees within 60 days of the date on which the expense was incurred.

### **3-9.06**

The payment periods for service fees and special fees are as follows:

- a) the percentage of the allowance for reasonable operating expenses equivalent to fixed costs, i.e., 60%, is paid in advance to the resource on the 1<sup>st</sup> of the current month based on a monthly projection made by the institution.
- b) the variable portion, i.e., the remaining 40% of the allowance for reasonable operating expenses and, where applicable, the adjustment for fixed costs, is paid to the resource on the 15th of the month following billing.
- c) Payment for other remuneration components is made on the 15th of the month following invoicing.

### **3-9.07**

A resource may not bill the user for goods and services that it is required to provide to the user and for which it is remunerated, in accordance with the agreement.

## **Terms and Conditions for Reimbursement of Certain Financial Allowances**

### **3-9.08**

In all cases, reimbursable expenses are those corresponding to user fees under applicable ministerial directives and previously authorized by the institution.

Notwithstanding any provision to the contrary, the application of ministerial directives may not be subject to any procedure whatsoever, including the arbitration procedure provided for in section 6-3.00.

When a request for preauthorization is made in writing by the resource, the institution must respond in writing as soon as possible.

### **3-9.09**

For reimbursement purposes, the resource includes in its monthly invoice the amounts of expenses incurred on behalf of the user, attaching supporting documents.

### **3-9.10**

Where possible, the resource shall submit its request for reimbursement of the financial allowances referred to in clause 3-9.08 within 60 days of the expenditure in question.

### **3-9.11**

The institution shall, to the extent possible, within 60 days of the date  
Upon receipt of the refund request, the refund will be made to the resource.

### **3-9.12**

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

### **3-9.13**

In the event of an overpayment to the resource, the institution shall inform the resource and agree

on terms with the latter before making any recovery.

In the absence of specific terms and conditions, corrections are made to the subsequent monthly payment.

Where the payment of remuneration by the institution contains an error that results in a loss of remuneration for the resource, the correction shall be made to the subsequent monthly payment, unless the parties agree otherwise.

## **CHAPTER 4-0.00 PROGRAMS AND SERVICES MEETING THE NEEDS OF RESOURCES**

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

#### **4-1.01**

The Minister, the Federation, the institution, and the association recognize that the humanistic nature and quality of services for children are a priority and that the development of a culture of continuing education is one of the cornerstones of this priority.

To this end, the parties shall enable the resource to access the training necessary to ensure the provision of safe, high-quality services that meet the evolving needs of users, within the framework of the activities planned and implemented by the committees provided for in section 7-3.00 and within the framework of the funds available for continuing education and professional development, in accordance with the national guidelines and priorities established by the National Committee for Concerted Action.

#### **4-1.02**

Maintaining an adequate level of competence is the responsibility of the resource.

This principle is based on professional development and the acquisition of new knowledge, skills, and abilities in order to maintain and improve the quality of services in response to the diverse needs of the users it serves in accordance with its specific agreement, as well as to protect the resource in its delivery of services in the face of risks inherent in user issues.

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

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

#### **4-1.03**

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

Fifty percent of the Global Training and Development Fund is used to set up a training fund managed by local continuing education and development committees for the delivery of training courses that are mandatory in the annual plan (CPR, Form, Frame of Reference, etc.), as well as training courses prioritized by local committees.

A maximum of 15% of the amounts allocated to this fund may be spent on administrative costs of organizing the training.

Reimbursement of administrative costs is carried out according to the distribution of administrative responsibilities agreed upon by the local training committees at the institution or association.

Fifty percent of the Global Training and Development Fund is used to establish a training fund specific to the Federation and managed by it for the training of resources and individuals they engage to perform their services, of which 15% of the amounts allocated to this Fund may be used for administrative costs dedicated to the organization of training.

#### **4-1.04**

For the purposes of using the respective training funds provided for in clause 4-1.03, the following expenses are eligible, subject to a written update by the parties within the framework of the National Committee on Concerted Action and Monitoring of the Agreement:

- a) the salaries of personnel responsible for managing administrative operations and expenses related to administrative operations (management of rooms, communications with resources, equipment, registrations, management of expense reimbursements, etc.); not exceeding 15% of the amount allocated to each training fund under the sums allocated to the Global Training and Development Fund in accordance with clause 4-1.07.
- b) expenses incurred in providing training, other than those referred to in paragraph a) (external trainers, internal trainers, room costs, etc.), when the training is approved in advance by the local continuing education and development committee or by the Federation, in accordance with national guidelines.
- c) the cost of registering for training, including the teaching materials required for the participation of resources or persons they engage as competent persons for the performance of their services.
- d) expenses related to compensation and travel expenses for resources and persons they engage as competent persons for the performance of their services who attend training courses.

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

No training expenses related to the activities described in sections 39.7 and 39.8 of the Professional Code (RLRQ, c. C-26) will be reimbursed by the Federation's training fund.

Such reimbursement of expenses from the training fund managed by the local committees does not entail any obligation other than that provided for in the Regulation respecting the exercise of the activities described in sections 39.7 and 39.8 of the Professional Code (RLRQ, c. C-26, r. 3.1).

#### **4-1.05**

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

#### **4-1.06**

The Training and Development Fund shall be replenished by the Minister to its initial amount of \$650 per resource each reference year, taking into account the remaining amounts from the previous reference year. This amount shall be calculated on March 31 and paid by the Minister no later than June 1<sup>st</sup>.

#### **4-1.07**

Before May 1<sup>st</sup> of each year, the Federation must report on the amounts used from the Training Fund dedicated to it during the previous reference year (i.e., from April 1<sup>st</sup> of one year to March 31 of the following year). In particular, the Federation must provide details of the reimbursement of eligible expenses, thereby enabling the Minister to verify whether the expenses were incurred in accordance with this section.

If the accountability report reveals irregularities in expenditures, the Minister may decide not to pay the agreed amounts or require that corrective measures be taken before the annual payment of the amounts.

The report shall be presented during a meeting of the National Committee on Concerted Action and Monitoring of the Agreement.

#### **4-1.08**

The National Consultation Committee is responsible for implementing the various elements provided for in this article that require the participation of the parties.

#### **4-2.00 Insurance**

##### **4-2.01**

Letter of Understanding 4 applies.



## **CHAPTER 5-0.00 TERMS AND CONDITIONS APPLICABLE TO LEAVE ENTITLEMENT FOR RESOURCES**

### **5-1.00 Continuity of Service Provision**

#### **5-1.01**

In order to ensure the stability of the user's living environment and the continuity of the services provided to them, the resource shall provide services on a continuous basis.

In particular, it is not interrupted when the resource takes leave or must be absent for short periods for the reasons or on the occasion of one of the following events:

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

#### **e) 5-1.02**

In addition, during leave subject to monetary compensation as referred to in section 3-4.00, the resource must ensure that the services required by the users entrusted to it are maintained at all times. It must therefore use competent individuals, i.e., individuals with the skills and abilities necessary to maintain quality service delivery during its leave.

The replacement procedure set out in clauses 2-3.04 and 2-3.05 applies.

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

#### **5-2.01**

The resource may, at its request, temporarily cease or continue providing services for the period specified and for the reasons set out below:

- a) illness or accident: for a period of up to 52 weeks.
- b) an incapacity resulting directly from a serious bodily injury sustained in the course of or resulting directly from a criminal act, unless it is an employment injury within the meaning of the *Act respecting industrial accidents and occupational diseases* (RLRQ, c. A-3.001) for a period of up to 104 weeks.
- c) illness of his or her child or spouse requiring his or her presence: for a period of up to 12 weeks.
- d) a life-threatening illness of a child or spouse of the breadwinner, or in the case of serious bodily injury to a child or spouse resulting from a criminal act: for a period of up to 104 weeks.
- e) the disappearance of the child or spouse: for a period of up to 52 weeks.
- f) the death of the claimant's spouse, child, or a person in the claimant's care: for a period of up to 52 weeks.
- g) the death by suicide of his or her father or mother: for a period of up to 52 weeks.
- h) the death of his or her spouse or child directly caused or resulting from a criminal act: for a period of up to 104 weeks.
- i) bodily injury sustained during a lawful attempt to make an arrest or while assisting a peace officer or while attempting to lawfully prevent an offense or alleged offense or while attempting to assist a peace officer acting in the same circumstances: a period of up to 104 weeks.

- j) upon separation of the resource.
- k) when the resource is called upon to serve as a juror.

#### **5-2.02**

The temporary interruption of service provision by the resource must be carried out following reasonable notice given to the institution, taking into account the circumstances. In unforeseeable situations, the resource that wishes to temporarily cease service provision must collaborate with the institution to ensure the temporary continuity of services or, if this is not possible, to ensure the transfer of users.

The institution and the resource must collaborate to diligently implement the request for temporary termination by the resource under this section.

#### **5-2.03**

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

- a) the resource gives the institution at least 30 days' notice, unless otherwise agreed with the institution.
- b) places in the resource are considered available from the date on which it resumes providing services.
- c) if the replacement of a user is possible and appropriate, according to the institution's assessment, this replacement may be prioritized.
- d) At the request of the institution, the resource must demonstrate its ability to resume providing services.

#### **5-2.04**

The institution grants voluntary termination without compensation for the provision of services by a resource who requests it in order to perform a function within the Federation.

Resources who wish to avail themselves of such voluntary termination must notify the institution in writing at least 90 days in advance.

The duration of voluntary leave without pay shall not exceed one year, which period may be renewed once for the same term. The resource must notify the institution 30 days before the end of their voluntary leave that they will be resuming their services. The resource may request to end their voluntary leave at any time by notifying the institution 30 days in advance.

#### **5-2.05**

The specific agreement between the institution and the resource shall not be terminated or renewed solely because of the temporary cessation of the resource's services, in accordance with the above terms and conditions.

#### **5-2.06**

The right of the resource to temporarily cease providing services does not confer on it any rights or benefits under the agreement or specific agreement that it would not have enjoyed had it continued to provide services.

### **5-3.00 Parental Rights**

#### **5-3.01**

A resource may be eligible for maternity benefits, paternity benefits, parental benefits, or adoption benefits, subject to eligibility and in accordance with the terms and conditions relating to the exercise of parental rights by the resource as provided for in the *Parental Insurance Act* (RLRQ, c. A-29.011) and the Regulation respecting the application of the *Parental Insurance Act* (RLRQ, c. A-29.011, r. 2), taking into account the rights of users.

In cases of temporary termination under this section, clause 5-2.02 applies with adjustments, if applicable.

### **5-4.00 Act Respecting Industrial Accidents and Occupational Diseases**

#### **5-4.01**

The terms and conditions governing the exercise of rights under the *Act respecting industrial accidents and occupational diseases* (RLRQ, c. A-3.001) must be consistent with the provisions of that Act and take into account the rights of users.

In cases of temporary termination under this section, clause 5-2.02 applies with adjustments, where applicable.

#### **5-4.02**

In accordance with section 58 of the *Act respecting the representation of resources*, the resource is entitled to benefit from the conditions, terms and conditions of exercise, and rights arising from a preventive withdrawal plan specific to resources when it is established by regulation of the Government of Quebec.

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

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

#### **6-1.01**

Amicable resolution of difficulties is preferred (non-judicial) in a spirit of collaboration and consultation, so as to facilitate rapid and effective handling.

#### **6-1.02**

The purpose of consultation mechanisms is to:

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

#### **6-1.03**

A resource experiencing a difficulty in the provision of services must first discuss the matter with the representative designated by the institution in order to try to resolve it.

Failure to comply with this obligation does not result in the loss of any rights to the resource. If no resolution is reached, one of the consultation mechanisms must be used.

#### **6-1.04**

The consultation mechanisms are as follows:

- a) the Local Committee on Concerted Action provided for in Article 7-1.00.
- b) the National Committee on Concerted Action and Monitoring of the Agreement provided for in Article 7-2.00 (in cases where the difficulties are of national interest).
- c) any conciliation or mediation mechanism agreed upon between the institution and the association or any other mechanism for the amicable settlement of difficulties established by the institution and agreed upon with the association.

#### **6-1.05**

With the exception of matters of national interest, to the extent possible, any difficulty experienced by a resource, the association, or the Federation must first be addressed by the Local Committee on Concerted Action or through a mechanism established in accordance with clause 6-1.04 c) before being brought before the National Committee on Concerted action.

### **6-2.00 Dispute Resolution Procedure**

#### **6-2.01**

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

#### **6-2.02**

The resource may be represented by a representative of the Federation during the application of the mechanisms for concerted action provided for in clause 6-1.04, the dispute resolution procedure, and the arbitration procedure.

#### **6-2.03**

If the difficulty is not resolved under clause 6-1.03 or through the application of consultation mechanisms, the association or Federation shall submit the disagreement, on its own behalf or on behalf of the resource(s), in writing, to the representative designated by the institution within 90 days of the date of the event or of the resource becoming aware of it.

#### **6-2.04**

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

#### **6-2.05**

The deadline for submitting the disagreement to the institution is strict and may only be extended with the written consent of the institution and the association or federation; such an extension is preferred in order to facilitate the resolution of the disagreement using one or other of the consultation mechanisms.

#### **6-2.06**

The statement of disagreement shall summarize the facts giving rise to the disagreement, including the context and circumstances, so that the issue raised can be identified. It shall also set out the provisions of the agreement that have not been complied with and specify the remedy sought.

#### **6-2.07**

A technical or formal error in the submission of a disagreement shall not result in its cancellation; such an error may be corrected, to the extent possible, before the hearing, provided that it does not change the nature of the disagreement.

#### **6-2.08**

Within 30 days of the submission of the disagreement, the institution shall respond in writing.

#### **6-2.09**

If the institution does not respond within the specified time limit or if its response is deemed unsatisfactory, the association or Federation may resort to the arbitration procedure provided for in Article 6-3.00.

#### **6-2.10**

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

#### **6-2.11**

If the Minister and the Federation cannot agree that the matter is one of national interest, the Chief Arbitrator shall rule on the matter after each party has had an opportunity to make representations.

### **6-3.00 Civil Arbitration Procedure (excluding any recourse before any court)**

#### **6-3.01**

The disagreement shall be submitted to arbitration by the association or Federation within 60 days of the decision rendered by the institution in the context of the disagreement procedure, or within 60 days of the date on which this decision should have been rendered.

A copy of the arbitration notice must be provided in writing to the institution, the resource, and the IR-FTR Registry, along with the disagreement and the institution's response, if applicable.

#### **6-3.02**

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

#### **6-3.03**

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

Written notice of the intervention must be sent to the other party to the agreement, the institution, and the association.

The Minister or the Federation shall automatically become a party to the disagreement.

#### **6-3.04**

The provisions of sections 620 et seq. of *the Code of Civil Procedure* (RLRQ, c. C-25.01) apply unless they are inconsistent with the provisions of this section.

#### **6-3.05**

Arbitration shall be conducted before a single arbitrator, who must be a lawyer chosen by mutual consent of the institution and the association from the list in Appendix IV.

The parties shall take into account, to the extent possible, the place of origin of the dispute and the availability of the arbitrator to hear the dispute within a reasonable time frame.

The parties shall favor a choice of arbitrators that takes into account the regions where the associative recognitions are.

Any vacancy in this list may be filled by agreement between the parties.

#### **6-3.06**

No later than 60 days after the hearing date, the arbitrator shall contact the parties' attorneys or, failing that, their representatives, in order to hold a preparatory conference. The purpose of this conference is to improve the arbitration process, make better use of hearing time, and speed up the proceedings.

During the preparatory conference, the arbitrator shall draw on the best practices in arbitration developed by the Quebec Arbitrators Conference.

At the request of a party, the arbitrator shall provide that party with a summary of the conference.

#### **6-3.07**

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

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

#### **6-3.08**

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

#### **6-3.09**

In the event of difficulty in selecting an arbitrator, or in the event of the replacement of an arbitrator, the chief arbitrator may, at the request of the Minister, the institution, or the association, take any action he or she deems necessary.

#### **6-3.10**

All decisions made by an arbitrator are final and cannot be appealed.

#### **6-3.11**

When the chief arbitrator is called upon to appoint an arbitrator, he or she shall take into account, as far as possible, the place of origin of the dispute and the availability of the arbitrator to hear the dispute within a reasonable time.

#### **6-3.12**

In all cases, the arbitrator shall decide in accordance with the provisions of the agreement and shall have no authority to deviate from, modify, or add anything to it.

#### **6-3.13**

In the performance of his or her duties, the arbitrator may, in particular:

- a) interpret and apply a law or regulation to the extent necessary to decide on a dispute.
- b) set, at the request of a party, the amount owed pursuant to a decision it has rendered, including damages to compensate for the harm suffered by the resource.
- c) order the payment of interest at the legal rate from the date of filing of the disagreement on the amounts due under the decision.
- d) An indemnity must be added to this amount, calculated by applying to this amount, as of the same date, a percentage equal to the excess of the interest rate set in accordance with section 28 of the *Tax Administration Act* (RLRQ, c. A-6.002) over the statutory interest rate.
- e) correct at any time a decision that contains a clerical error, calculation error, or any other material error.
- f) make any other decision, including a provisional order, that is appropriate to safeguard the rights of the parties.

#### **6-3.14**

The arbitrator must render his or her decision within 90 days of the end of the hearing, but the decision shall not be invalid solely because it is rendered after the expiration of that period.

#### **6-3.15**

The arbitrator shall send a copy of any decision to the parties concerned and, if there is an intervention under clause 6-3.03, to the Minister and the Federation.

It shall also send a copy of any decision to the IR-FTR Registry by email.

#### **6-3.16**

The Minister shall establish and maintain a directory of arbitration decisions received that result from a disagreement.

The Federation shall ensure that the directory is public and accessible.

To this end, the Federation shall forward to the Minister any arbitrable decision to which it is a party.

#### **6-3.17**

In order to mitigate costs, the parties shall favor negotiation at all stages of the process in an attempt to reach an amicable agreement. The fees and expenses of the sole arbitrator shall be shared equally between the institution and the association or federation, as applicable.

When the chief arbitrator is called upon to intervene in accordance with clause 6-2.11 and article 6-3.00, the chief arbitrator's fees and expenses shall be shared equally between the institution and the association.

#### **6-3.18**

When it is a matter of national interest, clauses 6-3.01 to 6-3.17 apply, with replacing and adapting as necessary:

- the reference to the institution with a reference to the Secretary of State.
- the reference to the resource or association by a reference to the Federation.

## **CHAPTER 7-0.00 COMMITTEES**

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

#### **7-1.01**

The Local Committee on Concerted Action is composed of a maximum of three permanent representatives from the institution and three permanent representatives from the association, and no more than two ad hoc representatives from the institution and two ad hoc representatives from the association. The committee may also appoint resource persons.

#### **7-1.02**

The permanent representatives shall adopt their own rules of procedure or operation and agree on an annual schedule of meetings at the beginning of each reference year.

#### **7-1.03**

The permanent representatives of the institution shall inform the permanent representatives of the association:

- a) of the identity of the representative appointed by the institution to deal with the difficulties referred to in clause 6-1.03.
- b) the identity of the representative designated by the institution referred to in clause 6-2.03.

#### **7-1.04**

The general mandate of the committee is as follows:

- a) act as a mechanism for consulted action at the local level.
- b) ensure the maintenance and preservation of harmonious relations between the institution, its resources, and the association.
- c) seek solutions to difficulties experienced by the institution or a resource, including difficulties relating to health and safety.
- d) receive and process, where applicable, comments relating to the classification review mechanism.
- e) investigate any disagreements and attempt to resolve them.
- f) make recommendations deemed appropriate to the institution and the association.
- g) act as a local committee on continuing training and professional development when the institution and the association so decide.

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

#### **7-2.01**

The Committee shall adopt its own rules of procedure or operation and agree on an annual schedule of meetings at the beginning of each reference year.

Notwithstanding the foregoing, the Committee shall agree on an agenda 48 hours prior to each meeting, unless otherwise agreed. Minutes of the meeting shall be drafted by representatives designated by the Minister and then forwarded to the Federation prior to the next meeting.

#### **7-2.02**

Only three representatives of the Committee designated by the Minister and three representatives designated by the Federation are authorized to establish the Committee's rules of procedure or operation, determine the frequency of its meetings, and establish the procedures by which it will report on discussions and decisions.

#### **7-2.03**

The Committee may appoint resource persons.



#### **7-2.04**

The Committee's mandate is as follows:

- a) to act as a consultation mechanism for the parties to the agreement, particularly on matters of national interest.
- b) ensure consultation in monitoring the agreement and harmonizing its interpretation.
- c) seek solutions to difficulties experienced by the institution or a resource, including difficulties related to health and safety and those related to civility and harassment. In the latter case, preserve confidentiality if required by the parties.
- d) meet to study and attempt to resolve any issues or difficulties relevant to the interests of the parties to the agreement, the institutions, and the resources.
- e) meet to find solutions to issues related to the application of ministerial directives.
- f) meet to analyze any unresolved disagreements at the local level and attempt to contribute to their resolution.
- g) make any recommendations that may improve the implementation or application of the agreement.

#### **7-2.05**

In addition, the National Committee on Concerted Action has the following specific mandate relating to continuing training and professional development:

- a) receive the funds allocated by the Minister, as provided for in section 4-1.00.
- b) establish its own rules of procedure and operation and set the frequency of its meetings.
- c) within the framework of ministerial guidelines and the principles of the agreement, define national guidelines and priorities for continuing education or professional development and determine the general criteria for the distribution and use of the funds allocated, considering the specific nature of local training funds.
- d) communicate these guidelines, priorities, and criteria to local continuing training and professional development committees.
- e) distribute the funds allocated to local continuing training and professional development committees in the manner it determines.
- f) Ensure annual reporting to the Minister on the administration of funds allocated for continuing training and professional development, whether at the national committee level or at the local committee level, including the reporting required under clause 4-1.07.
- g) Ensure the institution and proper functioning of local continuing training and professional development committees.

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

#### **7-3.01**

The local committee on continuing training and professional development is composed of an equal number of representatives from the institution and the association appointed by the Local Committee on Concerted Action.

The committee may appoint resource persons.

#### **7-3.02**

The committee establishes its own rules of procedure or operation and determines the frequency of its meetings.

### **7-3.03**

The committee's mandate is as follows:

- a) to jointly plan continuing training or professional development activities and ensure their implementation within the framework of national guidelines, priorities, and continuing training or professional development programs determined at the national level.
- b) Establish an annual action plan and schedule of continuing training and professional development activities.
- c) keep a detailed record of activities, including the identities of the resources that have participated in training activities, and produce an annual report.
- d) report to the National Committee on Concerted Action and Monitoring of the Agreement on continuing training and professional development activities and on the use of funds allocated to finance these activities.

### **7-3.04**

To avoid multiplying structures, the Local Committee on Concerted Action may act as the local committee on continuing training and professional development and, in this case, shall fulfill the mandate set out above with regard to continuing education and professional development.

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

### **8-1.00 Interpretation**

#### **8-1.01**

Where there is room for interpretation, the parties acknowledge the following rules of interpretation, but are not limited to them:

- a) unless the context otherwise requires, the singular includes the plural and vice versa.
- b) The provisions of the agreement shall be interpreted in relation to each other and in such a way as to give them their full effect.

#### **8-1.02**

For the purposes of calculating time limits, any time limit provided for in the agreement shall be calculated in calendar days. Where a time limit ends on a Saturday, Sunday, or public holiday, the time limit shall be extended to the next business day.

#### **8-1.03**

In calculating any time limit set by the agreement, the day that marks the starting point is not counted, while the day that marks the end of the period is counted.

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

#### **8-2.01**

The invalidity of a provision, in whole or in part, does not invalidate the remainder of that provision, any other provision, or 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 specified.

#### **8-3.02**

Appendices or letters of understanding that are not an integral part of the agreement may not be subject to any proceedings, including the arbitration proceedings provided for in section 6-3.00. The same applies to any reference document that is not an integral part of the agreement.

However, the application of this clause does not prevent the parties from resorting to the consultation mechanisms provided for in section 6-1.00.

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

#### **8-4.01**

The text of the agreement will be available on the CPNSSS website, under the IR-FTR tab.

#### **8-4.02**

The Minister shall publish the official version of the agreement and ensure that it is updated, as necessary, in accordance with the Group Agreement amendments agreed upon by the parties.

### **8-5.00 Coming Into Force and Duration of the Agreement**

#### **8-5.01**

Subject to any specific provision to the contrary, this agreement shall enter into force on the date of its signature and expires on March 31, 2028.

#### 8-5.02

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

#### 8-5.03

This agreement shall not have retroactive effect, unless specifically provided otherwise.

#### 8-5.04

Any retroactive payment shall be made no later than the monthly payment for the third full month following the signing of the Group Agreement by the Minister responsible for Social Services.

#### 8-5.05

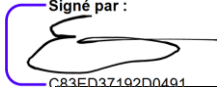
Adjustments to remuneration related to support or assistance provided for in this agreement shall be applied to the Intermediate and Family-Type Resource Information System as soon as possible.

In witness whereof, the parties have signed this 23<sup>rd</sup> day of December 2025.

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

**THE GOVERNMENT OF QUEBEC**

Signé par :



C83ED37192D0491...

Ms. Éric Martineau, spokesperson

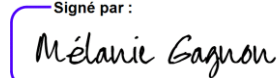
Signé par :



5D81198E65F24E7...

Ms. Sandra Ouellet, spokesperson

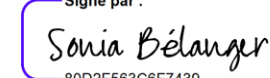
Signé par :



0BF0D49A78EE430...

Mélanie Gagnon, President

Signé par :



80D2F563C6F7430...

Sonia Bélanger, Minister responsible  
for Social Services

Signé par :

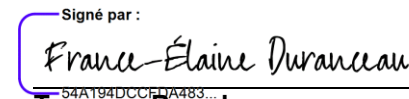


G3A0493DB9C2411...

**Government Negotiation Office**

Ms. Édith Lapointe, Chief Government  
Negotiator

Signé par :



54A194DCCF0A483...

**Treasury Board**

France-Élaine Duranceau  
Minister Responsible for Government  
Administration and Efficiency Chair of the  
Treasury Board

## **Appendix I      List of associations belonging to the group of associations formed by the FFARIQ**

### **Recognition number RI-2001-8916**

The Fédération des familles d'accueil et ressources intermédiaires du Québec is recognized as representing resources linked to Santé Québec for the **Mauricie-et-Centre-du-Québec** health and social services region and is part of the following group: "All foster families and intermediate resources for children."

### **Recognition number RI-3000-3884.**

The Fédération des familles d'accueil et ressources intermédiaires du Québec is recognized as representing resources linked to Santé Québec for the **Montreal** health region and is part of the following group: "All foster families and intermediate resources for children."

### **Recognition number RI-2001-8910**

The Fédération des familles d'accueil et ressources intermédiaires du Québec is recognized as representing resources linked to Santé Québec for the **Capitale-Nationale** health region and is part of the following group: "All foster families and intermediate resources for children."

### **Recognition number RI-2001-8920**

The Fédération des familles d'accueil et ressources intermédiaires du Québec is recognized as representing resources linked to Santé Québec for the **North Shore** health region and is part of the following group: "All foster families and intermediate resources for children."

### **Recognition number RI-2001-8924**

The Fédération des familles d'accueil et ressources intermédiaires du Québec is recognized as representing resources linked to Santé Québec for the **Gaspésie-Îles-de-la-Madeleine** health region and is part of the following group: "All foster families and intermediate resources for children."

### **Recognition number RI-2001-8817**

The Fédération des familles d'accueil et ressources intermédiaires du Québec is recognized as representing resources linked to Santé Québec for the **Laurentides** health and social services region and is part of the following group: "All foster families and intermediate resources for children."

### **Recognition number RI-2001-8819**

The Fédération des familles d'accueil et ressources intermédiaires du Québec is recognized as representing resources linked to Santé Québec for the **Laval** health and social services region and is part of the following group: "All foster families and intermediate resources for children."

### **Recognition number RI-2001-8823**

The Fédération des familles d'accueil et ressources intermédiaires du Québec is recognized as representing resources related to Santé Québec for the **Outaouais** health and social services region and is part of the following group: "All foster families and intermediate resources for children."

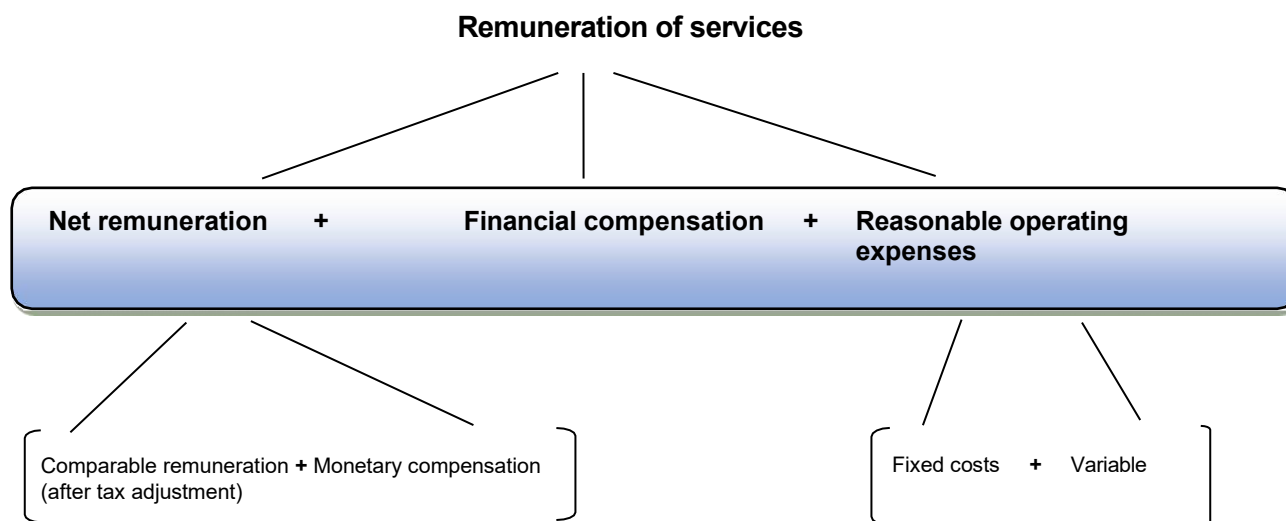
## Appendix II

## Tax Adjustment Table

Compensation related to support or assistance		Remuneration related to support or assistance		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	Monthly	% adjustment	Monthly	% adjustment	Monthly	% adjustment	Monthly	% adjustment	Monthly	% adjustment
1 000 \$	0.0	3 083 \$	12.6	5 167 \$	19.0	7 250 \$	23.8	\$ \$	27.2	11,417 \$	30.8
1 021 \$	0.0%	3 104 \$	12.7%	5 188 \$	19.1%	7 271 \$	23.8%	9,354 \$	27.2%	11,438 \$	30.8%
1 042 \$	0.0%	3 125 \$	12.8%	5 208 \$	19.1%	7 292 \$	23.9%	9,375 \$	27.3%	11,458 \$	30.8%
1 063 \$	0.0%	3 146 \$	12.9%	5 229 \$	19.2%	7 313 \$	23.9%	9,396 \$	27.3%	11,479 \$	30.9%
1 083 \$	0.0%	3 167 \$	12.9%	5 250 \$	19.3%	7 333 \$	23.9%	9,417 \$	27.4	11,500 \$	30.9%
1 104 \$	0.0%	3 188 \$	13.0%	5 271 \$	19.3	7 354 \$	24.0%	9,438 \$	27.4%	11,521 \$	30.9%
1 125 \$	0.0%	3 208 \$	13.1	5 292 \$	19.4%	7 375 \$	24.0	9,458 \$	27.4%	11,542 \$	30.9%
1 146 \$	0.0%	3 229 \$	13.2%	5 313 \$	19.4%	7 396 \$	24.0	9,479 \$	27.5%	11,563 \$	31.0%
1 167 \$	0.0%	3 250 \$	13.3%	5 333 \$	19.5%	7 417 \$	24.1	9,500 \$	27.5%	11,583 \$	31.0%
1 188 \$	0.0%	3 271 \$	13.3	5 354 \$	19.6%	7 438 \$	24.1	9,521 \$	27.6%	11,604 \$	31.0
1 208 \$	0.0%	3 292 \$	13.4%	5 375 \$	19.6	7 458 \$	24.1	9,542 \$	27.6%	11,625 \$	31.1
1 229 \$	0.0%	3 313 \$	13.5%	5 396 \$	19.7%	7 479 \$	24.2%	9,563 \$	27.6%	11,646 \$	31.1%
1 250 \$	0.0%	3 333 \$	13.6%	5 417 \$	19.7	7 500 \$	24.2	9,583 \$	27.7%	11,667 \$	31.1%
1 271 \$	0.0%	3 354 \$	13.6	5 438 \$	19.8%	7 521 \$	24.2	9,604 \$	27.7%	11,688 \$	31.1%
1 292 \$	0.0%	3 375 \$	13.7%	5 458 \$	19.8	7 542 \$	24.3%	9,625 \$	27.7%	11,708 \$	31.2%
1 313 \$	0.0%	3 396 \$	13.8%	5 479 \$	19.9%	7 563 \$	24.3	9,646 \$	27.8%	11,729 \$	31.2%
1 333 \$	0.0%	3 417 \$	13.8%	5 500 \$	20.0%	7 583 \$	24.3	9,667 \$	27.8%	11,750 \$	31.2%
1 354 \$	0.0%	3 438 \$	13.9%	5 521 \$	20.0%	7 604 \$	24.4%	9,688 \$	27.9%	11,771 \$	31.3%
1 375 \$	0.0%	3 458 \$	14.0%	5 542 \$	20.1	7 625 \$	24.4%	9,708 \$	27.9%	11,792 \$	31.3%
1 396 \$	0.0%	3 479 \$	14.0	5 563 \$	20.1	7 646 \$	24.4	9,729 \$	27.9%	11,813 \$	31.3%
1 417 \$	0.0%	3 500 \$	14.1	5 583 \$	20.2%	7 667 \$	24.5%	9,750 \$	28.0%	11,833 \$	31.3%
1 438 \$	0.0%	3 521 \$	14.2%	5 604 \$	20.2	7 688 \$	24.5%	9,771 \$	28.0%	11,854 \$	31.4%
1 458 \$	0.0%	3 542 \$	14.2	5 625 \$	20.3%	7 708 \$	24.5	9,792 \$	28.1%	11,875 \$	31.4%
1 479 \$	0.0%	3 563 \$	14.3%	5 646 \$	20.3	7 729 \$	24.6%	9,813 \$	28.1%	11,896 \$	31.4%
1 500 \$	0.2%	3 583 \$	14.4%	5 667 \$	20.4%	7 750 \$	24.6%	9,833 \$	28.1%	11,917 \$	31.5%
1 521 \$	0.3%	3 604 \$	14.4%	5 688 \$	20.5%	7 771 \$	24.6	9,854 \$	28.2%	11,938 \$	31.5%
1 542 \$	0.5%	3 625 \$	14.5%	5 708 \$	20.5	7 792 \$	24.6	9,875 \$	28.2%	11,958 \$	31.5%
1 563 \$	0.6%	3 646 \$	14.5%	5 729 \$	20.6%	7 813 \$	24.7%	9,896 \$	28.2%	11,979 \$	31.5%
1 583 \$	1.0%	3 667 \$	14.6%	5 750 \$	20.6	7 833 \$	24.7	9,917 \$	28.3%	12,000 \$	31.6%
1 604 \$	1.3%	3 688 \$	14.7%	5 771 \$	20.7%	7 854 \$	24.7	9,938 \$	28.3	12,021 \$	31.6%
1 625 \$	1.6%	3 708 \$	14.7	5 792 \$	20.7	7 875 \$	24.8%	9,958 \$	28.4%	12,042 \$	31.6%
1 646 \$	1.8%	3 729 \$	14.8%	5 813 \$	20.8%	7 896 \$	24.8	9,979 \$	28.4%	12,063 \$	31.7%
1 667 \$	2.1%	3 750 \$	14.8	5 833 \$	20.8	7 917 \$	24.8	10,000 \$	28.4%	12,083 \$	31.7%
1 688 \$	2.4%	3 771 \$	14.9%	5 854 \$	20.9%	7 938 \$	24.9%	10,021 \$	28.5%	12,104 \$	31.7%
1 708 \$	2.7%	3 792 \$	14.9	5 875 \$	20.9	7 958 \$	24.9	10,042 \$	28.5%	12,125 \$	31.7%
1 729 \$	2.9%	3 813 \$	15.0%	5 896 \$	21.0%	7 979 \$	24.9	10,063 \$	28.5%	12,146 \$	31.8
1 750 \$	3.2%	3 833 \$	15.1	5 917 \$	21.0	8 000 \$	24.9	10,083 \$	28.6%	12,167 \$	31.8%
1 771 \$	3.4%	3 854 \$	15.1	5 938 \$	21.1	8 021 \$	25.0%	10,104 \$	28.6%	12,188 \$	31.8%
1 792 \$	3.7%	3 875 \$	15.2%	5 958 \$	21.1	8 042 \$	25.0	10,125 \$	28.6%	12,208 \$	31.8%
1 813 \$	3.9%	3 896 \$	15.2	5 979 \$	21.2%	8 063 \$	25.0	10,146 \$	28.7%	12,229 \$	31.9%
1 833 \$	4.1%	3 917 \$	15.3%	6 000 \$	21.2	8 083 \$	25.1	10,167 \$	28.7%	12,250 \$	31.9%
1 854 \$	4.4%	3 938 \$	15.3	6 021 \$	21.3%	8 104 \$	25.1%	10,188 \$	28.7%	12,271 \$	31.9%
1 875 \$	4.6%	3 958 \$	15.4%	6 042 \$	21.3	8 125 \$	25.1%	10,208 \$	28.8%	12,292 \$	31.9%
1 896 \$	4.8%	3 979 \$	15.4	6 063 \$	21.4	8 146 \$	25.1%	10,229 \$	28.8%	12,313 \$	32.0%
1 917 \$	5.0%	4 000 \$	15.5%	6 083 \$	21.4%	8 167 \$	25.2%	10,250 \$	28.9%	12,333 \$	32.0
1 938 \$	5.3%	4 021 \$	15.5%	6 104 \$	21.5%	8 188 \$	25.2%	10,271 \$	28.9%	12,354 \$	32.0
1 958 \$	5.5%	4 042 \$	15.6%	6 125 \$	21.5%	8 208 \$	25.2%	10,292 \$	28.9%	12,375 \$	32.1
1 979 \$	5.7%	4 063 \$	15.6	6 146 \$	21.6%	8 229 \$	25.3%	10,313 \$	29.0%	12,396 \$	32.1%
2 000 \$	5.9%	4 083 \$	15.7%	6 167 \$	21.6	8 250 \$	25.3%	10,333 \$	29.0	12,417 \$	32.1%
2 021 \$	6.1%	4 104 \$	15.7%	6 188 \$	21.7%	8 271 \$	25.3%	10,354 \$	29.0	12,438 \$	32.1%
2 042 \$	6.3%	4 125 \$	15.8%	6 208 \$	21.7	8 292 \$	25.3	10,375 \$	29.1%	12,458 \$	32.2%
2 063 \$	6.5%	4 146 \$	15.8%	6 229 \$	21.8%	8 313 \$	25.4	10,396 \$	29.1	12,479 \$	32.2%
2 083 \$	6.6%	4 167 \$	15.9%	6 250 \$	21.8	8 333 \$	25.4%	10,417 \$	29.2%	12,500 \$	32.2%
2 104 \$	6.8%	4 188 \$	15.9%	6 271 \$	21.9%	8 354 \$	25.4%	10,438 \$	29.2%	12,521 \$	32.2%
2 125 \$	7.0%	4 208 \$	15.9%	6 292 \$	21.9	8 375 \$	25.4%	10,458 \$	29.2%	12,542 \$	32.3%
2 146 \$	7.2%	4 229 \$	16.0%	6 313 \$	22.0%	8 396 \$	25.5%	10,479 \$	29.3%	12,563 \$	32.3%
2 167 \$	7.4%	4 250 \$	16.0	6 333 \$	22.0	8 417 \$	25.5%	10,500 \$	29.3%	12,583 \$	32.3%
2 188 \$	7.5%	4 271 \$	16.1	6 354 \$	22.1	8 438 \$	25.6%	10,521 \$	29.3%	12,604 \$	32.3
2 208 \$	7.7%	4 292 \$	16.2%	6 375 \$	22.1	8 458 \$	25.6%	10,542 \$	29.4%	12,625 \$	32.4%
2 229 \$	7.8%	4 313 \$	16.2	6 396 \$	22.2%	8 479 \$	25.6%	10,563 \$	29.4%	12,646 \$	32.4%
2 250 \$	8.0%	4 333 \$	16.3%	6 417 \$	22.2	8 500 \$	25.7%	10,583 \$	29.4%	12,667 \$	32.4%
2 271 \$	8.2%	4 354 \$	16.4%	6 438 \$	22.2	8 521 \$	25.7%	10,604 \$	29.5%	12,688 \$	32.4%
2 292 \$	8.3%	4 375 \$	16.4	6 458 \$	22.3%	8 542 \$	25.8%	10,625 \$	29.5%	12,708 \$	32.5%
2 313 \$	8.5%	4 396 \$	16.5%	6 479 \$	22.3	8 563 \$	25.8	10,646 \$	29.6%	12,729 \$	32.5%
2 333 \$	8.6%	4 417 \$	16.6%	6 500 \$	22.4%	8 583 \$	25.8	10,667 \$	29.6%	12,750 \$	32.5%
2 354 \$	8.8%	4 438 \$	16.6	6 521 \$	22.4	8 604 \$	25.9%	10,688 \$	29.6%	12,771 \$	32.5%
2 375 \$	8.9%	4 458 \$	16.7%	6 542 \$	22.5%	8 625 \$	25.9%	10,708 \$	29.7%	12,792 \$	32.6%
2 396 \$	9.0%	4 479 \$	16.7	6 563 \$	22.5%	8 646 \$	25.9%	10,729 \$	29.7%	12,813 \$	32.6%
2 417 \$	9.2%	4 500 \$	16.8%	6 583 \$	22.6%	8 667 \$	26.0%	10,750 \$	29.7%	12,833 \$	32.6%
2 438 \$	9.3%	4 521 \$	16.9%	6 604 \$	22.6	8 688 \$	26.0	10,771 \$	29.8%	12,854 \$	32.6%
2 458 \$	9.5%	4 542 \$	16.9	6 625 \$	22.6%	8 708 \$	26.0	10,792 \$	29.8%	12,875 \$	32.7%
2 479 \$	9.6%	4 563 \$	17.0%	6 646 \$	22.7%	8 729 \$	26.1	10,813 \$	29.8%	12,896 \$	32.7%
2 500 \$	9.7%	4 583 \$	17.1	6 667 \$	22.7	8 750 \$	26.1	10,833 \$	29.9%	12,917 \$	32.7%
2 521 \$	9.8%	4 604 \$	17.1	6 688 \$	22.8%	8 771 \$	26.2%	10,854 \$	29.9%	12,938 \$	32.7%
2 542 \$	10.0%	4 625 \$	17.2%	6 708 \$	22.8	8 792 \$	26.2	10,875 \$	29.9	12,958 \$	32.7%
2 563 \$	10.1	4 646 \$	17.3%	6 729 \$	22.8%	8 813 \$	26.2	10,896 \$	30.0%	12,979 \$	32.8%
2 583 \$	10.2%	4 667 \$	17.4%	6 750 \$	22.9%	8 833 \$	26.3%	10,917 \$	30.0	13,000 \$	32.8%
2 604 \$	10.3%	4 688 \$	17.4	6 771 \$	22.9	8 854 \$	26.3%	10,938 \$	30.0	13,021 \$	32.8%
2 625 \$	10.4%	4 708 \$	17.5%	6 792 \$	23.0%	8 875 \$	26.3	10,958 \$	30.1%	13,042 \$	32.8%
2 646 \$	10.6%	4 729 \$	17.6%	6 813 \$	23.0	8 896 \$	26.4%	10,979 \$	30.1%	13,063 \$	32.9%
2 667 \$	10.7	4 750 \$	17.7%	6 833 \$	23.0	8 917 \$	26.4%	11,000 \$	30.1%	13,083 \$	32.9%
2 688 \$	10.8	4 771 \$	17.7	6 854 \$	23.1	8 938 \$	26.4%	11,021 \$	30.2%	13,104 \$	32.9%
2 708 \$	10.9%	4 792 \$	17.8%	6 875 \$	23.1	8 958 \$	26.5%	11,042 \$	30.2%	13,125 \$	32.9
2 729 \$	11.0%	4 813 \$	17.9%	6 896 \$	23.2%	8 979 \$	26.5	11,063 \$	30.2%	13,146 \$	33.0%
2 750 \$	11.1%	4 833 \$	18.0%	6 917 \$	23.2	9 000 \$	26.5%	11,083 \$	30.3%	13,167 \$	33.0
2 771 \$	11.2%	4 854 \$	18.0	6 938 \$	23.2	9 021 \$	26.6%	11,104 \$	30.3%	13,188 \$	33.0
2 792 \$	11.3%	4 875 \$	18.1	6 958 \$	23.3%	9 042 \$	26.6	11,125 \$	30.3%	13,208 \$	33.0
2 813 \$	11.4%	4 896 \$	18.2%	6 979 \$	23.3	9 063 \$	26.6%	11,146 \$	30.4%	13,229 \$	33.0
2 833 \$	11.5%	4 917 \$	18.2	7 000 \$	23.4%	9 083 \$	26.7%	11,167 \$	30.4%	13,250 \$	33.1%
2 854 \$	11.6%	4 938 \$	18.3%	7 021 \$	23.4	9 104 \$	26.7%	11,188 \$	30.4%	13,271 \$	33.1%
2 875 \$	11.7%	4 958 \$	18.4%	7 042 \$	23.4	9 125 \$	26.8%	11,208 \$	30.5%	13,292 \$	33.1%
2 896 \$	11.8%	4 979 \$	18.4	7 063 \$	23.5%	9 146 \$	26.8%	11,229 \$	30.5%	13,313 \$	33.1%
2 917 \$	11.9%	5 000 \$	18.5%	7 083 \$	23.5	9 167 \$	26.9%	11,250 \$	30.5%	13,333 \$	33.2%
2 938 \$	12.0%	5 021 \$	18.6%	7 104 \$	23.5%	9 188 \$	26.9%	11,271 \$	30.5%	13,354 \$	33.2%
2 958 \$	12.1	5 042 \$	18.6	7 125 \$	23.6%	9 208 \$	26.9%	11,292 \$	30.6%	13,375 \$	33.2%
2 979 \$	12.2%	5 063 \$	18.7%	7 146 \$	23.6%	9					

Remuneration related to support or assistance			Remuneration related to support or assistance			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		Monthly	% adjustment		Monthly	% adjustment		Monthly	% adjustment		Monthly	% adjustment		Monthly	% adjustment	
\$13,500	33.3		\$15,583	35.5		\$17,667	37.3		\$19,750	38.6		\$21,833	40.0		\$23,917	41.2	
\$13,521	33.4		\$15,604	35.5		\$17,688	37.3		\$19,771	38.6		\$21,854	40.0		\$23,938	41.2	
\$13,542	33.4		\$15,625	35.6%		\$17,708	37.3		\$19,792	38.6		\$21,875	40.0		\$23,958	41.2%	
\$13,563	33.4%		\$15,646	35.6		\$17,729	37.3		\$19,813	38.7		\$21,896	40.0		\$23,979	41.2%	
\$13,583	33.4%		\$15,667	35.6		\$17,750	37.3		\$19,833	38.7		\$21,917	40.1		\$24,000	41.2%	
\$13,604	33.4%		\$15,688	35.6		\$17,771	37.3		\$19,854	38.7		\$21,938	40.1		\$24,021	41.2%	
\$13,625	33.5%		\$15,708	35.6		\$17,792	37.3		\$19,875	38.7		\$21,958	40.1%		\$24,042	41.2%	
\$13,646	33.5%		\$15,729	35.7		\$17,813	37.4		\$19,896	38.7		\$21,979	40.1%		\$24,063	41.2%	
\$13,667	33.5%		\$15,750	35.7		\$17,833	37.4		\$19,917	38.7		\$22,000	40.1%		\$24,083	41.3%	
\$13,688	33.5%		\$15,771	35.7		\$17,854	37.4%		\$19,938	38.7		\$22,021	40.1%		\$24,104	41.3%	
\$13,708	33.6		\$15,792	35.7		\$17,875	37.4%		\$19,958	38.8%		\$22,042	40.1%		\$24,125	41.3%	
\$13,729	33.6		\$15,813	35.7		\$17,896	37.4%		\$19,979	38.8%		\$22,063	40.1%		\$24,146	41.3%	
\$13,750	33.6%		\$15,833	35.7		\$17,917	37.4		\$20,000	38.8%		\$22,083	40.2%		\$24,167	41.3%	
\$13,771	33.6%		\$15,854	35.8		\$17,938	37.4%		\$20,021	38.8		\$22,104	40.2%		\$24,188	41.3%	
\$13,792	33.6		\$15,875	35.8		\$17,958	37.5%		\$20,042	38.8		\$22,125	40.2		\$24,208	41.3%	
\$13,813	33.7		\$15,896	35.8		\$17,979	37.5%		\$20,063	38.8%		\$22,146	40.2		\$24,229	41.3	
\$13,833	33.7		\$15,917	35.8		\$18,000	37.5%		\$20,083	38.9		\$22,167	40.2		\$24,250	41.3%	
\$13,854	33.7		\$15,938	35.8		\$18,021	37.5%		\$20,104	38.9		\$22,188	40.2%		\$24,271	41.3%	
\$13,875	33.7		\$15,958	35.9		\$18,042	37.5		\$20,125	38.9%		\$22,208	40.2		\$24,292	41.4%	
\$13,896	33.7		\$15,979	35.9		\$18,063	37.5%		\$20,146	38.9%		\$22,229	40.2		\$24,313	41.4%	
\$13,917	33.8		\$16,000	35.9%		\$18,083	37.6%		\$20,167	38.9%		\$22,250	40.3%		\$24,333	41.4%	
\$13,938	33.8%		\$16,021	35.9%		\$18,104	37.6%		\$20,188	38.9		\$22,271	40.3%		\$24,354	41.4%	
\$13,958	33.8%		\$16,042	35.9		\$18,125	37.6		\$20,208	38.9		\$22,292	40.3%		\$24,375	41.4%	
\$13,979	33.8%		\$16,063	36.0%		\$18,146	37.6		\$20,229	39.0%		\$22,313	40.3%		\$24,396	41.4%	
\$14,000	33.9%		\$16,083	36.0		\$18,167	37.6		\$20,250	39.0		\$22,333	40.3%		\$24,417	41.4%	
\$14,021	33.9		\$16,104	36.0		\$18,188	37.6		\$20,271	39.0		\$22,354	40.3%		\$24,438	41.4%	
\$14,042	33.9%		\$16,125	36.0		\$18,208	37.6		\$20,292	39.0		\$22,375	40.3%		\$24,458	41.4%	
\$14,063	33.9%		\$16,146	36.0		\$18,229	37.7		\$20,313	39.0		\$22,396	40.3%		\$24,479	41.4%	
\$14,083	34.0%		\$16,167	36.0		\$18,250	37.7		\$20,333	39.0%		\$22,417	40.4%		\$24,500	41.5%	
\$14,104	34.0%		\$16,188	36.1		\$18,271	37.7		\$20,354	39.0		\$22,438	40.4		\$24,521	41.5%	
\$14,125	34.0		\$16,208	36.1		\$18,292	37.7		\$20,375	39.1		\$22,458	40.4%		\$24,542	41.5%	
\$14,146	34.0%		\$16,229	36.1		\$18,313	37.7		\$20,396	39.1		\$22,479	40.4		\$24,563	41.5%	
\$14,167	34.0%		\$16,250	36.1		\$18,333	37.7		\$20,417	39.1		\$22,500	40.4%		\$24,583	41.5%	
\$14,188	34.1		\$16,271	36.1%		\$18,354	37.7		\$20,438	39.1%		\$22,521	40.4		\$24,604	41.5%	
\$14,208	34.1		\$16,292	36.2		\$18,375	37.8%		\$20,458	39.1%		\$22,542	40.4%		\$24,625	41.5%	
\$14,229	34.1%		\$16,313	36.2		\$18,396	37.8		\$20,479	39.1%		\$22,563	40.4%		\$24,646	41.5%	
\$14,250	34.1%		\$16,333	36.2		\$18,417	37.8		\$20,500	39.1%		\$22,583	40.5%		\$24,667	41.5%	
\$14,271	34.2%		\$16,354	36.2%		\$18,438	37.8%		\$20,521	39.2%		\$22,604	40.5%		\$24,688	41.5%	
\$14,292	34.2%		\$16,375	36.2		\$18,458	37.8		\$20,542	39.2		\$22,625	40.5%		\$24,708	41.6%	
\$14,313	34.2%		\$16,396	36.2%		\$18,479	37.8		\$20,563	39.2%		\$22,646	40.5%		\$24,729	41.6	
\$14,333	34.2%		\$16,417	36.3%		\$18,500	37.8%		\$20,583	39.2%		\$22,667	40.5%		\$24,750	41.6	
\$14,354	34.3%		\$16,438	36.3		\$18,521	37.9		\$20,604	39.2		\$22,688	40.5%		\$24,771	41.6%	
\$14,375	34.3%		\$16,458	36.3		\$18,542	37.9		\$20,625	39.2		\$22,708	40.5%		\$24,792	41.6%	
\$14,396	34.3%		\$16,479	36.3%		\$18,563	37.9		\$20,646	39.2%		\$22,729	40.5%		\$24,813	41.6	
\$14,417	34.3		\$16,500	36.3%		\$18,583	37.9%		\$20,667	39.3%		\$22,750	40.5%		\$24,833	41.6	
\$14,438	34.4%		\$16,521	36.4%		\$18,604	37.9		\$20,688	39.3%		\$22,771	40.6%		\$24,854	41.6%	
\$14,458	34.4%		\$16,542	36.4		\$18,625	37.9		\$20,708	39.3		\$22,792	40.6%		\$24,875	41.6%	
\$14,479	34.4%		\$16,563	36.4%		\$18,646	37.9		\$20,729	39.3%		\$22,813	40.6%		\$24,896	41.6%	
\$14,500	34.4%		\$16,583	36.4		\$18,667	37.9%		\$20,750	39.3%		\$22,833	40.6		\$24,917	41.7%	
\$14,521	34.4		\$16,604	36.4%		\$18,688	38.0%		\$20,771	39.3%		\$22,854	40.6		\$24,938	41.7	
\$14,542	34.5%		\$16,625	36.4%		\$18,708	38.0		\$20,792	39.3%		\$22,875	40.6		\$24,958	41.7	
\$14,563	34.5%		\$16,646	36.5%		\$18,729	38.0		\$20,813	39.4%		\$22,896	40.6%		\$24,979	41.7%	
\$14,583	34.5%		\$16,667	36.5%		\$18,750	38.0		\$20,833	39.4%		\$22,917	40.6		\$25,000	41.7%	
\$14,604	34.5%		\$16,688	36.5%		\$18,771	38.0%		\$20,854	39.4%		\$22,938	40.7%		\$25,021	41.7	
\$14,625	34.6%		\$16,708	36.5%		\$18,792	38.0		\$20,875	39.4%		\$22,958	40.7		\$25,042	41.7	
\$14,646	34.6		\$16,729	36.5%		\$18,813	38.0		\$20,896	39.4%		\$22,979	40.7		\$25,063	41.7%	
\$14,667	34.6		\$16,750	36.5%		\$18,833	38.1		\$20,917	39.4%		\$23,000	40.7%		\$25,083	41.7%	
\$14,688	34.6		\$16,771	36.6%		\$18,854	38.1		\$20,938	39.5%		\$23,021	40.7		\$25,104	41.7%	
\$14,708	34.6		\$16,792	36.6%		\$18,875	38.1%		\$20,958	39.5%		\$23,042	40.7%		\$25,125	41.8%	
\$14,729	34.7		\$16,813	36.6		\$18,896	38.1%		\$20,979	39.5%		\$23,063	40.7%		\$25,146	41.8%	
\$14,750	34.7		\$16,833	36.6%		\$18,917	38.1		\$21,000	39.5%		\$23,083	40.7%		\$25,167	41.8%	
\$14,771	34.7		\$16,854	36.6		\$18,938	38.1%		\$21,021	39.5%		\$23,104	40.7%		\$25,188	41.8%	
\$14,792	34.7		\$16,875	36.6		\$18,958	38.1%		\$21,042	39.5%		\$23,125	40.8%		\$25,208	41.8%	
\$14,813	34.8		\$16,896	36.7%		\$18,979	38.1%		\$21,063	39.5%		\$23,146	40.8%		\$25,229	41.8%	
\$14,833	34.8		\$16,917	36.7		\$19,000	38.2%		\$21,083	39.5%		\$23,167	40.8%		\$25,250	41.8%	
\$14,854	34.8		\$16,938	36.7		\$19,021	38.2		\$21,104	39.6%		\$23,188	40.8		\$25,271	41.8%	
\$14,875	34.8		\$16,958	36.7		\$19,042	38.2%		\$21,125	39.6%		\$23,208	40.8%		\$25,292	41.8%	
\$14,896	34.8%		\$16,979	36.7%		\$19,063	38.2%		\$21,146	39.6		\$23,229	40.8		\$25,313	41.8%	
\$14,917	34.9		\$17,000	36.7		\$19,083	38.2		\$21,167	39.6%		\$23,250	40.8%		\$25,333	41.8%	
\$14,938	34.9		\$17,021	36.8		\$19,104	38.2%		\$21,188	39.6		\$23,271	40.8%		\$25,354	41.9%	
\$14,958	34.9		\$17,042	36.8		\$19,125	38.2		\$21,208	39.6		\$23,292	40.8%		\$25,375	41.9%	
\$14,979	34.9		\$17,063	36.8%		\$19,146	38.3%		\$21,229	39.6		\$23,313	40.9%		\$25,396	41.9%	
\$15,000	34.9		\$17,083	36.8		\$19,167	38.3%		\$21,250	39.6		\$23,333	40.9%		\$25,417	41.9	
\$15,021	35.0		\$17,104	36.8%		\$19,188	38.3%		\$21,271	39.7%		\$23,354	40.9%		\$25,438	41.9	
\$15,042	35.0		\$17,125	36.8		\$19,208	38.3		\$21,292	39.7		\$23,375	40.9		\$25,458	41.9%	
\$15,063	35.0		\$17,146	36.9%		\$19,229	38.3		\$21,313	39.7		\$23,396	40.9%		\$25,479	41.9%	
\$15,083	35.0		\$17,167	36.9		\$19,250	38.3		\$21,333	39.7%		\$23,417	40.9%		\$25,500	41.9%	
\$15,104	35.1		\$17,188	36.9		\$19,271	38.3%		\$21,354	39.7		\$23,438	40.9		\$25,521	41.9	
\$15,125	35.1		\$17,208	36.9%		\$19,292	38.3		\$21,375	39.7		\$23,458	40.9		\$25,542	41.9	
\$15,146	35.1%		\$17,229	36.9		\$19,313	38.4%		\$21,396	39.7%		\$23,479	40.9%		\$25,563	42.0%	
\$15,167	35.1		\$17,250	36.9		\$19,333	38.4		\$21,417	39.8							

**Appendix III      Illustration of the parameters of section 34 of the *Act respecting the representation of resources***



**Compensation scale linked to support or assistance services**

<b>Related sector of activity</b>	<b>Health and social services sector</b>	
<b>Similar job selected</b>	<b>Health and social services assistant (ASSS)</b>	
<b>Salary scale</b> (Job title 3588 in the Classification of Job Titles, Descriptions, and Salary Scales for the Health and Social Services Network)	<b>Single rate on the ASSS salary scale</b>	
<b>Annualized compensation (365 days)</b>	<b>\$81,043.69</b> (Rate effective as of April <sup>1</sup> , 2025)	
<b>Provision of services according to intensity levels<sup>9</sup></b>	<b>Level 1 services</b>	<b>22.22%</b>
	<b>Level 2 services</b>	<b>27.78%</b>
	<b>Level 3 services</b>	<b>33.33</b>
	<b>Level 4 services</b>	<b>38.89</b>
	<b>Level 5 services</b>	<b>44.44</b>
	<b>Level 6 services</b>	<b>50.00</b>

<sup>9</sup> According to the Form for Determining and Classifying Support or Assistance Services.  
Group Agreement / page 44



## **Appendix IV      List of Arbitrators**

Chief Arbitrator: Ms. Maureen Flynn

1. Alain Turcotte
2. André G. Lavoie
3. Denis Desjardins
4. Dominic Garneau
5. Dominique-Anne Roy
6. Éric Lévesque
7. Francine Lamy
8. Guy Roy
9. Hélène Bédard
10. Julie Blouin
11. Louise-Hélène Guimont
12. Nathalie Faucher
13. Pierre Lamarche
14. Pierre-Marc Hamelin
15. Pierre St-Arnaud
16. Richard Bertrand
17. Yann Bernard
18. Yves St-André

**LETTER OF UNDERSTANDING BETWEEN THE MINISTER RESPONSIBLE FOR SOCIAL SERVICES AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET RESSOURCES INTERMÉDIAIRES DU QUÉBEC REGARDING PHYSICAL STANDARDS**

**THE PARTIES AGREE AS FOLLOWS:**

1. The parties acknowledge the principle that the physical standards of the institution prevailing at the time of recognition or evaluation in relation to the general criteria determined by the Minister and the signing of the specific agreement are part of the conditions for the performance of the resource's services (acquired rights in this regard) throughout the term of this agreement.
2. However, this principle of stability of physical standards cannot have the effect of limiting the application of the laws or regulations of the competent authorities, particularly with regard to the health and safety of users.
3. Nor may this principle limit or prevent the institution of changes to physical standards by the institution, in particular for reasons related to the health and safety of users.
4. When an institution intends, during the term of a specific agreement, to request a change to the physical standards prevailing at the time of recognition or evaluation with respect to the general criteria determined by the Minister and the signing of the specific agreement, and this change significantly alters the conditions under which services are provided (e.g., capital project), the following procedure applies:
  - a) The institution must notify the resource of the proposed change within a reasonable time frame prior to its implementation, providing supporting reasons.
  - b) At the request of the resource, the institution shall meet with it, accompanied, if it so desires, by a representative of the association, to discuss the proposed change in physical standards and attempt to reach a written agreement regarding the costs incurred (financing, cost sharing, etc.), if applicable.
  - c) The preceding paragraph is intended to inform the parties to the specific agreement of the need for a written agreement in the event that capital works must be carried out following a change in the physical standards required by the institution. This does not mean that the institution and the resource are obligated to reach any agreement. If, and only if, the project is to be carried out, then a written agreement becomes necessary.
  - d) In the absence of an agreement in this regard, the institution and the resource may use either of the consultation mechanisms provided for in Chapter 6 of the Group Agreement.
5. This letter of understanding forms an integral part of the Group Agreement.

**In witness whereof, the parties have signed this 23<sup>rd</sup> day of December 2025.**

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

**THE MINISTER  
RESPONSIBLE FOR SOCIAL  
SERVICES**

Signé par :

*Mélanie Gagnon*

0BE0D49A78EE430

Mélanie Gagnon, President

Signé par :

*Sonia Bélanger*

80D2F563C6F7430...

Sonia Bélanger

**LETTER OF UNDERSTANDING B BETWEEN THE MINISTER RESPONSIBLE FOR SOCIAL SERVICES AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET RESSOURCES INTERMÉDIAIRES DU QUÉBEC REGARDING THE SPECIFIC AGREEMENT**

CONSIDERING section 55 of the *Act respecting the representation of family-type resources and certain intermediate resources and the negotiation process for their group agreements* (RLRQ, c. R-24.0.2) (Act respecting the representation of resources), which provides that it is up to the institution and the resource to agree on a specific agreement.

CONSIDERING that such an agreement shall deal exclusively, in accordance with section 55 of the Act respecting the representation of family-type resources, with the following four matters:

- a) the number of places recognized at the resource.
- b) the type of users who may be entrusted to it.
- c) identification of the parties' representatives for the purposes of their business relations.
- d) the duration.

CONSIDERING that such an agreement cannot contravene the provisions of the Group Agreement.

CONSIDERING that the parties seek stability in the child's living environment in the best interests of the child.

CONSIDERING that the Minister and the Federation, in accordance with the responsibilities of the institution and the resource, wish to promote best practices with regard to specific agreements, in the interest of consistency among institutions and resources.

**The parties agree as follows:**

1. The institutions and resources shall use the content of the specific agreement template and addendum template attached to this letter of understanding in their entirety and may not deviate from or make any changes to them.
2. Since the arbitration procedure provided for in the Group Agreement applies only to a difficulty relating to the interpretation or application of the Group Agreement<sup>1</sup>, this arbitration procedure does not automatically apply in the case of a difficulty relating to the interpretation or application of the specific agreement.
3. However, in return for the provisions agreed upon in Article 6-3.00<sup>2</sup>, the Minister and the Federation undertake to ensure that the resolution of difficulties related to the specific agreement shall be subject to the same mechanisms or procedures as those provided for in the Group Agreement for difficulties related to the interpretation or application of that agreement.
4. Accordingly, the Minister and the Federation expressly agree:
  - a) that the consultation mechanisms provided for in the Group Agreement apply, with the necessary adjustments, in the event of any difficulty related to the interpretation or application of the specific agreement template as a form.
  - b) that prior to the arbitration procedure for the cases mentioned in paragraph c), the institution and the resource may, by mutual agreement, resort to the consultation mechanism provided for in clause 6-1.04 a) of the Group Agreement.

---

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

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

- c) The arbitration procedure provided for in the Group Agreement shall apply, with the necessary modifications, in the following cases, to the exclusion of any recourse before any court:
- in the event of a dispute concerning the unilateral amendment of the specific agreement during its term.
  - in the event of a dispute concerning the termination by the institution of the specific agreement before the end of its term.
  - in the event of a dispute arising from the fact that the institution prevented the renewal of the specific agreement, even though the application of the agreement entitled it to such renewal.
  - in the event of a dispute caused by the termination of the specific agreement because the resource no longer meets one or more general criteria determined by the Minister and set out in the Terms of Reference, under which it was evaluated.
- d) that, in the cases referred to in paragraph c) above, the arbitrator must verify whether the decision taken by the institution was made for a serious reason.
- e) that, otherwise, it is within the arbitrator's jurisdiction to determine the amount of damage that may be owed to the resource for any material, physical, or moral harm it may have suffered, including punitive damages, where applicable.
- f) Where deemed appropriate, the arbitrator may order the parties to discuss, within a period determined by the arbitrator, the possibilities for restoring the specific agreement and the related terms and conditions. Prior to issuing such an order, the arbitrator must communicate to the parties his or her decision on the merits of the dispute, excluding the determination of any damages.
- The arbitrator may appoint a mediator or conciliator to assist the parties during these discussions. If the discussions fail, the arbitrator shall determine the amount of damage that may be owed to the resource for any material, physical, or moral harm it may have suffered, including punitive damages, if applicable.
- g) that, notwithstanding any provision to the contrary, the arbitrator may not, under any circumstances, order the reinstatement of a specific agreement terminated by the institution or the renewal of such an agreement whose renewal has been prevented by the institution.
5. This letter of understanding also applies to specific agreements entered into between a resource and an institution prior to the coming into force of this Group Agreement.
6. The new specific agreement and addendum templates do not have retroactive effect and do not modify agreements already in force. However, the new templates must be used at the first opportunity when renewing or modifying the specific agreement.
7. This letter of understanding forms an integral part of the Group Agreement.

**In witness whereof, the parties have signed this 23<sup>rd</sup> day of December 2025.**

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

**THE MINISTER RESPONSIBLE  
FOR SOCIAL SERVICES**

Signé par :

*Mélanie Gagnon*

0BF0D40A78EE430...

Mélanie Gagnon, President

Signé par :

*Sonia Bélanger*

80D2F563C6E7439

Sonia Bélanger

# **SPECIFIC AGREEMENT TEMPLATE**

## **AS A FORM**

**MINISTER RESPONSIBLE FOR SOCIAL SERVICES**

**AND**

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

**SPECIFIC AGREEMENT**<sup>1</sup> entered into in the City of \_\_\_\_\_, Province of Quebec, Canada.

**BETWEEN: SANTÉ QUÉBEC**, a legal entity under public law established under the *Act respecting the governance of the health and social services system* (RLRQ, c. G-1.021), acting through the **CENTRE INTÉGRÉ** \_\_\_\_\_, located at \_\_\_\_\_ (street number and name), in the City of \_\_\_\_\_ (name of city), province of Quebec, \_\_\_\_\_ (postal code), represented by \_\_\_\_\_ (name of representative), \_\_\_\_\_ (title of representative, if applicable), duly authorized to act on behalf to that end, as stated.

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

**AND:** \_\_\_\_\_ (names and first names of the natural persons responsible for the resource)<sup>2</sup>, having their main residence at \_\_\_\_\_ (street number and name), in the City of \_\_\_\_\_ (name of the City), state of Quebec, \_\_\_\_\_ (postal code).

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

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

**PREAMBLE**

**WHEREAS** the Parties wish to enter into a service agreement whereby the Institution entrusts users to the Resource in order to provide them with a living environment that promotes parental-type relationships in a family setting and the support or assistance services required by their condition.

**WHEREAS** section 536 of the *Act respecting the governance of the health and social services system* (RLRQ, c. G-1.021) (AGHSSS) provides that the Institution shall recruit and evaluate resources in accordance with the general criteria determined by the Minister and set out in the Frame of Reference.

**WHEREAS** the Parties recognize the right of users to receive quality health and social services and affirm their respective obligations to provide such services in accordance with the roles and responsibilities assigned to them by applicable laws, regulations, and agreements.

**WHEREAS** an institution may use the services of an intermediate or family-type resource to fulfill the mission of the centers it operates.

**WHEREAS** the parties seek stability in the living environment in the best interests of the child.

---

<sup>1</sup> Not all notes in this outline are an integral part of it and are included for informational purposes only.

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

**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* (RLRQ, c. R-24.0.2) (Act respecting the representation of family-type resources) provides that it is incumbent upon the Institution and the Resource to agree on a specific agreement concerning the number of places recognized at the Resource, the type of users that may be entrusted to it, the identification of the Parties' representatives for the purposes of their business relationship, and the duration.

**WHEREAS** the signing of such a specific agreement and its continued validity are essential conditions for the placement of any user in a resource that has been evaluated in accordance with the terms of the third paragraph of section 536 of the AGHSSS.

**WHEREAS** section 536 of the AGHSSS provides that one or two persons who take in up to nine children in difficulty at their principal place of residence, entrusted to them by a public institution in order to meet their needs and offer them living conditions conducive to a parental relationship in a family setting, may be recognized as a foster family.

**WHEREAS** the third paragraph of section 552 of the AGHSSS stipulates that one or two persons who have been assessed by a public institution after being entrusted under the *Youth Protection Act* (RLRQ, c. P-34.1)

**WHEREAS** section 1 of the Act respecting the representation of resources, as amended by section 1230 of the AGHSSS, provides that the latter applies to any family-type resource within the meaning of the AGHSSS as well as to any natural person responsible for an intermediate resource within the meaning of that Act, provided that, in the latter case, that they meet the requirements set out in that section.

## **THE PARTIES AGREE AS FOLLOWS:**

### **1. PREAMBLE**

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

### **2. PURPOSE**

**2.1** The purpose of this specific agreement is to agree on the specific terms and conditions of the business relationship between the Parties as provided for in section 55 of the Act respecting the representation of resources.

**2.2** The Parties acknowledge that this specific agreement is complementary to, in particular, the provisions of:

2.2.1 the AGHSSS and regulations, including the *Regulation respecting the classification of services offered by intermediate and family-type resources* (RLRQ, c. S-4.2, r. 3.1) and the Form for determining and classifying support or assistance services completed by the Institution for each user.

2.2.2 of the *Youth Protection Act* (RLRQ, c. P-34.1).

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

2.2.4 the Group Agreement signed in December 2025 between the Minister responsible for Social Services and the Fédération des familles d'accueil et ressources intermédiaires du Québec (hereinafter referred to as the Group Agreement).

which form an integral part of their business relationship.

**2.3** The Parties acknowledge that no clause in this specific agreement may violate any of these laws, regulations, or the Group Agreement.

### 3. RECOGNIZED PLACES

#### 3.1 Regular Places

The Parties agree that \_\_\_\_\_ (*number of regular places*) places are recognized at the Resource to receive users referred by the Institution. The term of the agreement is agreed upon in clause 5.1.1.

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

The Parties agree that \_\_\_\_\_ (*number of places for identified users*) place(s) are recognized at the Resource to receive the user(s) \_\_\_\_\_

\_\_\_\_\_ (*confidential user identification*) assigned by the Institution. Upon the permanent departure of this or these users, the places(s) will be closed. In the event that the specific agreement provides only for specific places, the term of the agreement is set out in clause 5.1.2.

### 4. TYPE OF USERS

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

##### 4.1.1 Children or adults

Children: \_\_\_\_\_ Adults: \_\_\_\_\_

##### 4.1.2 Programs and services and specifications

<b>Programs and services</b>	√	<b>Specifications on user types</b> ( <i>special provisions may be agreed upon</i> )
<b>Young people in difficulty</b>		
<b>Intellectual disability</b>		
<b>Autism spectrum disorder disorders</b>		
<b>Physical disability</b>		
<b>Mental health</b>		
<b>Addictions</b>		
<b>Support for autonomy for senior citizens</b>		
<b>Other</b>		

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



## 5. DURATION

### 5.1 Initial Duration, Effective Date, and Expiration Date of the Agreement<sup>4,5</sup>

5.1.1 The term of this agreement is \_\_\_\_\_ (\_\_\_\_\_) (*number in words, then in figures*) \_\_\_\_\_ (*years, months, days*), starting on \_\_\_\_\_ (*date*), unless terminated earlier in accordance with the other provisions of the specific agreement.

OR

5.1.2 The term of the agreement, for a resource with only one or more places specific to its agreement, shall take effect on \_\_\_\_\_ (*date of placement of the first user*) and ends on the date of the last definitive departure of the user(s) unless the placement order ends or unless it is terminated prematurely in accordance with the other provisions of the specific agreement.

5.1.3 \_\_\_\_\_ **days\*** (*number of days*) prior to the expiration of the specific agreement, each party shall notify the other party in writing of its intention regarding the continuation of their business relationship.

\* The minimum notice period indicated should be equal to or greater than the notice period for non-renewal provided for in clause 5.2.1.

### 5.2 Renewal<sup>6,7,8</sup>

5.2.1 This agreement shall be automatically renewed upon its expiration, for \_\_\_\_\_ times (*number of times*), under the same terms and conditions, unless one of the Parties hereto sends the other Party a notice of non-renewal within \_\_\_\_\_ days (*number of days*) of such term, which notice must indicate the reason preventing such renewal, which reason may be of an economic nature.

5.2.2 If either Party sends a notice of non-renewal to the other Party in accordance with clause 5.2.1, the continuation of business relations between the Parties after the expiration of the initial or renewed term of the agreement, as applicable, shall in no way be considered a renewal, extension, or continuation of the agreement.

5.2.3 For a resource with only one or more specific seats, no renewal of the specific agreement shall apply in accordance with clause 5.1.2.

### 5.3 No Presumption

5.3.1 Unless terminated prematurely in accordance with the other provisions of the specific agreement, this agreement shall terminate upon expiry of its term as provided for in this section. Consequently, the continuation of the business relationship between the Parties after the expiry of said term shall in no way be considered a renewal, extension, or continuation of the agreement.

---

<sup>4</sup> The Minister has undertaken to make every effort to ensure that the specific agreements entered into have an initial term of at least less than 3 years, unless there are grounds for a shorter period (Letter of understanding 2 in the information section).

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

<sup>6</sup> The Minister has undertaken to make every effort to ensure that the specific agreement provides for at least one automatic renewal that can only be prevented by a reason, including an economic reason (Letter of understanding 2 in the information section). The Parties may agree on a greater number of automatic renewals.

<sup>7</sup> The Minister has committed to making every effort to ensure that the deadline for sending the notice of non-renewal is at least 90 days (Letter of understanding 2 in the information section).

<sup>8</sup> Before proceeding with the non-renewal of a resource due to a lack of users, after reassessing the resource, the institution may offer the resource the opportunity to modify its client profile in order to accommodate other types of users.

5.3.2 Notwithstanding the foregoing, if a user continues to be placed in the resource after the specific agreement has expired, the expired specific agreement shall continue to have effect on a daily basis as long as:

- i) the Parties intend to enter into a new specific agreement; **and**
- ii) the placement of at least one user remains in effect.

This daily effect is conditional upon compliance with the above cumulative conditions and remains in effect until the new specific agreement between the Parties is signed.

## 5.4 Termination of the Contract

### 5.4.1 By mutual agreement

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

### 5.4.2 Without notice

5.4.2.1 This agreement shall terminate, without notice, if any of the following events occur  
:

- the end of the specific agreement.
- the resource no longer practices in their primary place of residence.

5.4.2.2 Where applicable, the Parties shall agree on a reasonable timeframe, taking into account the circumstances to arrange for the transportation of users.

### 5.4.3 For serious reasons

5.4.3.1 Either Party may terminate this agreement before the end of the term for serious cause.

5.4.3.2 That Party shall send written notice to the other Party, which shall include the reason and effective date of such termination.

### 5.4.4 Failure to meet criteria

5.4.4.1 Due to non-compliance with the general criteria set out by the Minister in the Frame of Reference under which it was assessed.

## 6. MUTUAL AMENDMENT

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

6.2 However, any amendment must be recorded in writing in an addendum, one copy of which copy must be kept on file with the Resource and another copy provided to the Resource.

## 7. RESPONSIBLE PARTIES

### 7.1 Identification

7.1.1 The Parties identify the following persons as respondents for the purposes of their business relationship

:

**For the Institution:** *(enter the names and contact information of the representatives below)*

--

**For the Resource:** *(enter the names and contact details of the respondents below)*

--

## **7.2 Replacement of Respondents**

7.2.1 If it becomes necessary to replace these respondents, the Party concerned must notify the other Party as soon as possible. In cases where there is more than one respondent, each may act separately, and the authorization of one of them constitutes valid authorization.

## **8. NOTICE**

8.1 Any notice required by this specific agreement must, in order to be considered legally given, be sent to the respondent(s) of the Party concerned by any means that provides proof of receipt.

## **9. REMEDIES**

### **9.1 Concerted Action Mechanisms and Arbitration Procedure**

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

9.1.2 Without limitation, the Parties agree:

9.1.2.1 That the consultation mechanisms provided for in the Group Agreement apply, with the necessary adjustments, in the event of any difficulty related to the interpretation or application of this agreement.

9.1.2.2 That the civil arbitration procedure provided for in the Group Agreement shall apply, with the necessary adjustments in the following cases:

- a dispute concerning the unilateral modification of the specific agreement during its term.
- a dispute concerning the termination of the specific agreement by the Institution before the end of the term.
- a dispute concerning the termination of the specific agreement because the resource no longer meets one or more general criteria determined by the Minister and set out in the Frame of Reference under which it was assessed.
- a dispute caused by the fact that the Institution allegedly prevented the renewal of the specific agreement when the application of the agreement entitled it to such renewal.

to the exclusion of any recourse before any court and in accordance with the other terms and conditions set out in Letter of Understanding B, which forms an integral part of the Group Agreement.

## **10. GENERAL PROVISIONS**

### **10.1 Termination**

10.1.1 This specific agreement is non-transferable, and the rights and obligations arising therefrom may not be assigned by the Resource to another person.

10.1.2 The amendment of the specific agreement for the purpose of adding or removing a natural person responsible for the Resource who, at the time of the amendment, has his or her principal residence on the premises of the Resource shall not constitute a transfer under this clause. In such a case, the provisions of clause 7.2 of this agreement shall apply.

10.1.3 This specific agreement, once signed by the Parties, replaces the previous specific agreement between the Parties and any addenda thereto; the latter specific agreement with the said addenda(s) shall become null and void.

## **11. SIGNING AND DELIVERY OF THE SPECIFIC AGREEMENT**

11.1 Each Party shall initial each page of the specific agreement and sign it, as well as any addendum in the event of an amendment.

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

**IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED IN TWO COPIES** *(one for the Resource and one for the Institution):*

**For the Institution:**

**For the Resource:**

IN: \_\_\_\_\_  
(Place of signature)

To: \_\_\_\_\_  
(Place of signature)

BY: \_\_\_\_\_  
(Name of first signatory)

BY: \_\_\_\_\_  
(Name of first signatory)

\_\_\_\_\_  
(Title of first signatory)

\_\_\_\_\_  
(Title of first signatory)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date of signature)

\_\_\_\_\_  
(Date of signature)

BY: \_\_\_\_\_  
(Name of second signatory)

BY: \_\_\_\_\_  
(Name of second signatory)

\_\_\_\_\_  
(Title of second signatory)

\_\_\_\_\_  
(Title of second signatory)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

---

(Date of signature)

---

(Date of signature)

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

**BETWEEN: SANTÉ QUÉBEC**, a legal entity under public law incorporated under the *Act respecting the governance of the health and social services system* (RLRQ, c. G-1.021), acting through the institution **CENTRE INTÉGRÉ** \_\_\_\_\_, located at \_\_\_\_\_ (*street number and name*), in the City of \_\_\_\_\_ (*city name*), province of Quebec, . (*postal code*), represented by \_\_\_\_\_ (*name of representative*), \_\_\_\_\_ (*title of representative, if applicable*), duly authorized to act for this purpose, as he declares;

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

**AND:** \_\_\_\_\_ (*names and first names of the natural persons responsible for the resource*), having their main residence at \_\_\_\_\_ (*street number and name*), in the City of \_\_\_\_\_ (*name of the City*), province of Quebec, \_\_\_\_\_ (*postal code*).

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

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

---

**WHEREAS** the Institution and the Resource have signed a specific agreement establishing the terms and conditions of the business relationship between the Parties on \_\_\_\_\_ (*date*) (the Specific Agreement).

**WHEREAS** the Parties, pursuant to section 6 of the Specific Agreement, may amend the Agreement by mutual consent with respect to 1) the identification of the Resource's sponsors, 2) the number of recognized places, and 3) the type of users who may be entrusted to it.

**WHEREAS** the Parties wish to amend one or more of the matters provided for in the Specific Agreement or arising from one or more previous addenda during the term of the Specific Agreement.

**WHEREAS** this addendum, once signed, shall apply and become an integral part of the Specific Agreement between the Parties.

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

**1. Preamble**

The preamble to this addendum forms an integral part thereof.

2. ☐ **Amendment regarding the identification of the respondent(s) of the Resource or the Institution**

2.1 of the Resource

The Parties agree that the respondent(s) for the Resource is/are now as follows, effective \_\_\_\_\_(date).

Enter the names and contact details of the Resource's respondents below:

2.2 The Institution

The Parties agree that the guarantor(s) for the Institution is/are now as follows, effective \_\_\_\_\_(date).

Enter the names and contact details of the Institution's sponsors below:

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

☐ The Parties agree that \_\_\_\_\_(number of regular places) places are recognized at the Resource to receive any user referred by the Institution as of \_\_\_\_\_(date).

☐ The Parties agree that \_\_\_\_\_(number of specific place(s) for the identified user(s)) place(s) is or are recognized at the Resource to receive the user(s):

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

(confidential identification of the user(s)) entrusted by the Institution as of \_\_\_\_\_(date). Upon the final departure of these users, the specific places will be closed.

4. ☐ **Change in user type**

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

#### 4.1 Child or adult

Children: ☐

Adults: ☐

#### 4.2 Programs/services and specifications

<b>Programs and services</b>	√	<b>Specifications regarding user types</b> <i>(specific provisions may be agreed upon)</i>
<b>Youth in difficulty</b>		
<b>Intellectual disability</b>		
<b>Autism spectrum disorder disorders</b>		
<b>Physical disability</b>		
<b>Mental health</b>		
<b>Dependencies</b>		
<b>Support for autonomy for senior citizens</b>		
<b>Other</b>		

#### 5. Effect of this addendum

Except for the amendments made by this addendum, the terms and conditions of the Specific Agreement are not amended hereby and continue to have full effect between the Parties.

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



**For the Institution:**

IN: \_\_\_\_\_  
(Place of signature)

BY: \_\_\_\_\_  
(Name of first signatory)

\_\_\_\_\_  
(Title of first signatory)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date of signature)

BY: \_\_\_\_\_  
(Name of second signatory)

\_\_\_\_\_  
(Title of second signatory)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date of signature)

**For the Resource:**

To: \_\_\_\_\_  
(Place of signature)

BY: \_\_\_\_\_  
(Name of first signatory)

\_\_\_\_\_  
(Title of first signatory)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date of signature)

BY: \_\_\_\_\_  
(Name of second signatory)

\_\_\_\_\_  
(Title of second signatory)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date of signature)

**LETTER OF UNDERSTANDING C BETWEEN THE MINISTER RESPONSIBLE FOR SOCIAL SERVICES AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET RESSOURCES INTERMÉDIAIRES DU QUÉBEC REGARDING THE EXPRESSION OF LIMITED AVAILABILITY, IRREGULAR AVAILABILITY OR A PERIOD OF UNAVAILABILITY OF AN UNOCCUPIED PLACE**

CONSIDERING section 55 of the *Act respecting the representation of family-type resources and certain intermediate resources and the negotiation process for their group agreements* (RLRQ, c. R-24.0.2), which provides that a specific agreement between the institution and the resource must deal exclusively with four matters, including the number of places recognized at the resource.

CONSIDERING that the parties deem it appropriate that the institution and the resource may agree on limited or irregular availability or unavailability of a place in order to establish the terms and conditions for payment of remuneration in such circumstances.

**THE PARTIES AGREE AS FOLLOWS:**

1. Unoccupied places are recognized as being available at all times. Any period of restricted or irregular availability or unavailability of one or more places must be the subject of a request from the resource and an agreement between the resource and the institution.
2. Institutions and resources shall use the form attached to this letter of understanding to agree on restricted or irregular availability or a period of unavailability of an unoccupied place.

The provisions set out in this form, without any changes to the text or content, shall apply as long as the parties have not agreed to different terms and conditions.

3. Places made available on a restricted basis are available to accommodate only specific users, and the parties agree that the place(s) identified for these users are not available on unoccupied days. These days do not give rise to entitlement to payment of reasonable operating expenses as provided for in clause 3-7.02.

A new place may be recognized and made available on a restricted basis to accommodate a user individual if the resource and the institution in agree.

Places made available on a restricted basis are intended for temporary intermittent placements:

- A user who is a sibling of another user already placed in the resource.
  - A user who has already been placed in the resource.
4. On days when they are not available, places with irregular availability and the unavailability of an unoccupied place do not entitle the institution to payment of reasonable operating expenses as provided for in clause 3-7.02.

5. The form may not be used by the institution to prevent payment of the reasonable operating expense allowance during intermittent placement in an existing place available under the specific agreement.
6. This letter of understanding forms an integral part of the Group Agreement.

In witness whereof, the parties have signed this 23<sup>rd</sup> day of December 2025.

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

**THE MINISTER  
RESPONSIBLE FOR SOCIAL  
SERVICES**

Signé par :

*Mélanie Gagnon*

0BE0D49A78EF430

Mélanie Gagnon, President

Signé par :

*Sonia Bélanger*

80B2F563C6F7430...

Sonia Bélanger

**FORM AGREEING TO THE TERMS AND CONDITIONS FOR  
EXPRESSING LIMITED AVAILABILITY, IRREGULAR  
AVAILABILITY, OR A PERIOD OF UNAVAILABILITY OF AN  
UNOCCUPIED PLACE**

**MINISTER RESPONSIBLE FOR SOCIAL SERVICES**

**AND**

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

**Form agreeing to the terms and conditions for expressing limited availability, irregular availability, or a period of unavailability of an unoccupied place**

**BETWEEN: SANTÉ QUÉBEC**, acting through the **CENTRE INTÉGRÉ**

---

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

**AND:**

*(names and first names of the natural persons responsible for the resource)<sup>1</sup>*

---

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

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

---

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

**WHEREAS** any period of restricted availability, irregular availability, or unavailability of one or more regular unoccupied places must be the subject of a request by the resource and an agreement between the resource and the institution.

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

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

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

**1. Preamble**

The preamble to this form forms an integral part thereof.

☐ **2. Places with limited availability**

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

- **Confidential identification of users:**

---

---

---

---

<sup>1</sup> If the resource is operated by a partnership, the name and first names of the individuals responsible for it must be preceded by the partnership's name and legal form (general partnership, limited partnership, or joint venture).

Details:

---

---

---

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

Details:

---

---

---

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

The Parties agree that the resource has \_\_\_\_\_(number of places) recognized places with irregular availability. These are places available to accommodate users for specific periods (days of the week, months of the year, etc.).

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

Start date: \_\_\_\_\_

End date: \_\_\_\_\_

Details:

---

---

---

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

Start date: \_\_\_\_\_

End date: \_\_\_\_\_

Details:

---

---

---

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

Start date: \_\_\_\_\_

End date: \_\_\_\_\_

Details:

---

---

---



#### 4. Periods of unavailability of an unoccupied place

The Parties agree that the resource has \_\_\_\_\_ (*number of places*) place(s) recognized as unavailable for the period(s) identified below. These are places that are unavailable to accommodate users for this period.

Start date: \_\_\_\_\_

End date: \_\_\_\_\_

Details:

---

---

---

#### 5. Effect of this form

The amendments made by this form cannot modify the terms and conditions of the specific agreement. In the absence of an end date specified in this form, the terms and conditions herein shall remain in full force and effect between the Parties until the end of the specific agreement.

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

**For the Institution:**

**For the Resource:**

IN: \_\_\_\_\_  
(Place of signature)

To: \_\_\_\_\_  
(Place of signature)

BY: \_\_\_\_\_  
(Name of first signatory)

BY: \_\_\_\_\_  
(Name of first signatory)

\_\_\_\_\_  
(Title of first signatory)

\_\_\_\_\_  
(Title of first signatory)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date of signature)

\_\_\_\_\_  
(Date of signature)

**BY:** \_\_\_\_\_  
(Name of second signatory)

**BY:** \_\_\_\_\_  
(Name of second signatory)

\_\_\_\_\_  
(Title of second signatory)

\_\_\_\_\_  
(Title of second signatory)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date of signature)

\_\_\_\_\_  
(Date of signature)



## **INFORMATIVE SECTION**

The letters of understanding in this section are not an integral part of the Group Agreement.

**LETTER OF UNDERSTANDING 1 BETWEEN THE MINISTER RESPONSIBLE FOR SOCIAL SERVICES AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET RESSOURCES INTERMÉDIAIRES DU QUÉBEC REGARDING THE CLASSIFICATION REVIEW PROCEDURE**

CONSIDERING the *Act respecting the governance of the health and social services system* (RLRQ, c. G-1.021).

CONSIDERING 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."

CONSIDERING the Form for Determining and Classifying Support or Assistance Services, hereinafter referred to as "the Form," appended to the Regulation.

CONSIDERING that it is up to the institution to determine the classification of services offered by the resource to users.

CONSIDERING the impact of the institution's decisions in this regard, particularly with regard to the level of services to be offered to users and the remuneration to be paid to resources.

**THE PARTIES AGREE AS FOLLOWS:**

1. Any person designated by an institution to classify a user must have received prior training in the application of the Form.
2. Any institution that uses the services of intermediate resources or family-type resources must maintain a procedure for reviewing the classification at the request of the resource, which must be adapted in accordance with the changes made to this letter of understanding, no later than 90 days after the Group Agreement between the parties comes into effect.
3. This procedure must be separate from any other dispute resolution mechanism.
4. This procedure must have the following characteristics:
  - a) it must be under the responsibility of a manager identified by the institution, such as the director of professional services, the director of nursing, etc.; the manager must have clinical knowledge.
  - b) the executive must receive the written request for review from the resource, which must be submitted within 15 days of the date of receipt of the classification of services offered by the resource and specify the reasons for the request.
  - c) The manager may reject, upon summary review, any request that he or she considers frivolous, vexatious, or made in bad faith. In such cases, the manager must inform the resource in writing, providing reasons for the rejection.
  - d) The manager identifies a person responsible for analyzing the resource's request and making recommendations to the manager regarding the need to revise the classification and, if applicable, the changes to be made.
  - e) The person responsible must have the required skills and have received the training specified in point 1.
  - f) this person should preferably come from within the institution.
  - g) This person cannot be the person who carried out the initial classification. However, the latter may be consulted.
  - h) This person shall review all information, including relevant and necessary information about the user, and may consult with or meet with any person they deem appropriate.
  - i) When the person in charge reviews the request for review, the resource must have the opportunity to present their observations. They may be accompanied by a representative of their association.

- j) The person responsible submits their recommendations to the manager, who must issue a reasoned decision to the resource within a reasonable time frame of the request for review, taking into account the circumstances. If the decision is not issued within 30 days of the request for review, it must be treated as a priority by the institution.
- k) The analysis of the request for review by the person responsible and the subsequent decision by management must essentially aim to ensure that the support or assistance services determined by the institution meet the needs of users and that their consideration does justice to the resource in terms of its remuneration.
- l) When the decision concludes that the classification should be changed, the change is retroactive to the date of entry into force of the classification that was the subject of the review procedure. The Form, duly completed, must then be submitted to the resource in accordance with the Regulations.
- m) The decision of the institution, through its management, cannot be subject to any procedure whatsoever, including the arbitration procedure provided for in clause 6-3.00 of the Group Agreement.
- n) Notwithstanding any provision to the contrary in this letter of understanding, in the event of non-payment of retroactive pay, where applicable, the consultation, dispute resolution and arbitration mechanisms shall apply.

5. This letter of understanding does not form an integral part of the Group Agreement.

**In witness whereof, the parties have signed this 23<sup>rd</sup> day of December 2025.**

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

**THE MINISTER RESPONSIBLE  
FOR SOCIAL SERVICES**

Signé par :

*Mélanie Gagnon*

0BF0D49A78EE430...

Mélanie Gagnon, President

Signé par :

*Sonia Bélanger*

80D2F563C6F7439...

Sonia Bélanger

**LETTER OF UNDERSTANDING 2      BETWEEN THE MINISTER RESPONSIBLE FOR SOCIAL SERVICES AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET RESSOURCES INTERMÉDIAIRES DU QUÉBEC REGARDING THE DURATION OF SPECIFIC AGREEMENTS AND TRANSITIONAL TERMS AND CONDITIONS**

CONSIDERING section 37 of the *Act respecting the representation of family-type resources and certain intermediate resources and the negotiation process for their group agreements* (RLRQ, c. R-24.0.2) (Act respecting the representation of family-type resources) which provides that a Group Agreement may not deal with matters that are the exclusive subject of a specific agreement referred to in section 55 of that Act.

CONSIDERING section 55 of the Act respecting the representation of family-type resources, which provides that a specific agreement between the institution and the resource must deal exclusively with four matters, including its duration.

CONSIDERING that the parties seek stability in the living environment in the best interests of the child.

CONSIDERING the parties' desire to ensure the financial viability of the resource and the development of its skills.

CONSIDERING the desire of the parties for institutions and resources to enter into contracts whose duration promotes the achievement of these objectives.

**The parties agree as follows:**

1. The Minister undertakes to make every effort to ensure that the specific agreement entered into between an institution and a Federation resource:
  - a) have an initial term of at least three years, unless reasons raised by the resource or the institution justify a shorter term. The term must be agreed upon by the parties.
  - b) provide for at least one automatic renewal that can only be prevented by a reason raised by the resource or institution, including an economic reason. The number of automatic renewals must be agreed upon by the parties.
2. The Minister undertakes to make every effort to ensure that any notice of non-renewal included in the specific agreement is sent to the other party at least 90 days before the end of the term.
3. For the purposes of applying this letter of understanding, the resource and the institution that have entered into a specific contract or agreement that is up for renewal or expiry and that wish to continue the business relationship may enter into a specific agreement under the same terms as those set out in clause 1(a) of this letter of understanding.

However, they must do so using the new specific agreement template provided for in this agreement.
4. Upon signing the Group Agreement, all specific agreements with an automatic renewal clause shall be interpreted as allowing for a single renewal under the same terms and conditions.
5. This letter of understanding does not form part of the Group Agreement.

In witness whereof, the parties have signed this 23<sup>rd</sup> day of December 2025.

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

**THE MINISTER RESPONSIBLE  
FOR SOCIAL SERVICES**

Signé par :

*Mélanie Gagnon*

0BF0D49A70EE430...

Mélanie Gagnon, President

Signé par :

*Sonia Bélanger*

00D2F563C6F7439...

Sonia Bélanger

**LETTER OF UNDERSTANDING 3 BETWEEN THE MINISTER RESPONSIBLE FOR SOCIAL SERVICES AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET RESSOURCES INTERMÉDIAIRES DU QUÉBEC REGARDING ADDITIONAL DAILY COMPENSATION**

**THE PARTIES AGREE AS FOLLOWS:**


1. Even though the Group Agreement provides for a per diem associated with the levels of services required, in some cases, the institution may expressly formulate requirements beyond the norm with regard to the support or assistance services required.  
Examples of cases referred to in the first paragraph include: the presence of several users with particular and complex difficulties, elderly people with a severe loss of autonomy, high-needs clients such as those with intellectual disabilities, and users who are temporarily referred to a resource when they should normally be accommodated elsewhere in accordance with current standards or practices.  
Examples of requirements beyond the normal requirements referred to in the first paragraph include: increased supervision beyond the usual level, constant presence of another person for a longer or shorter period of the day.
2. When the institution expressly formulates requirements such as those mentioned above, these requirements may be such that they justify additional daily compensation per user, i.e., compensation in addition to the per diem associated with the levels of service required under the Group Agreement.
3. To determine whether a requirement justifies additional daily remuneration in addition to the applicable remuneration, institutions and resources shall refer to the eligibility criteria attached to this letter of understanding.
4. If, as a result of the requirements referred to above, the resource claims to be entitled to additional remuneration, it shall submit a reasoned request to the institution when formulating the requirements.
5. The institution shall meet with the resource who has submitted a written request and analyze the admissibility of the request.
6. If the request is deemed admissible, the institution forwards it to the Ministry, providing the relevant information required and indicating the reasons why additional daily remuneration for a user should or should not be granted and, if applicable, the amount and duration of such remuneration.
7. The institution may, on its own initiative, submit a request to the Ministry for additional daily remuneration for a user.
8. The objective pursued by the parties, in the case of requirements beyond the norm formulated by the institutions, is to process the related requests for additional daily remuneration in the most consistent and harmonized manner possible for all resources and institutions to which they are attached.
9. It is up to the Ministry to make the final decision on the case of the resource in question and to determine whether, if applicable, the additional daily remuneration for a user for the period indicated is warranted.
10. In the event of non-payment of the additional daily compensation, the consultation and dispute resolution mechanisms shall apply. Except in this case, it is expected that this letter of understanding is not arbitrable.
11. The additional daily compensation is not subject to tax adjustment.

12. When, for the same user, several criteria justify additional daily remuneration, the remuneration percentages must be added together.
13. This letter of understanding does not form an integral part of the Group Agreement.

In witness whereof, the parties have signed this 23<sup>rd</sup> day of December 2025.

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

**THE MINISTER  
RESPONSIBLE FOR SOCIAL  
SERVICES**

Signé par :  
  
0BF0D49A78EE430...  
\_\_\_\_\_  
Mélanie Gagnon, President

Signé par :  
  
80D2F563C6F7439...  
\_\_\_\_\_  
Sonia Bélanger

## Eligibility Criteria for Additional Daily Compensation

The assessment of the user's needs, the frequency and duration of the intervention must focus on the services that the resource must provide in order to meet the requirements set by the institution.

To determine whether a requirement justifies additional daily remuneration, the institution must assess the user's needs and 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 for this purpose under the descriptors related to the eligibility criterion.

ELIGIBILITY CRITERIA	APPLICABLE REMUNERATION – IN %
<b>Service 1: A service to be provided to a user at night</b>	
<ul style="list-style-type: none"> <li>– Each night, the resource must get up regularly, either continuously or repeatedly, to assist the user.</li> <li>– To be eligible, the service must be provided to the user between 11 p.m. and 6 a.m.</li> <li>– The service normally ends after a period of three months. However, it may exceed this period if the justification provided by the institution is accepted by the MSSS.</li> </ul>	1 hour to less than 3 hours: <b>15%</b> 3 hours or more: <b>30%</b>
<b>Service 2: A service to be provided to a user whose characteristics require the presence of two people</b>	
<ul style="list-style-type: none"> <li>– To provide the service determined and specified in the Form for Determining and Classifying Support or Assistance Services, two people are required to be with the user at the same time, every day.</li> </ul>	Less than 1 hour: <b>10%</b> 1 hour to less than 3 hours: <b>20%</b> 3 hours or more: <b>30%</b>
<b>Service 3: One-on-one service for users experiencing difficulties in one or more areas of behavior (impulses, emotions, interpersonal skills, self-destructive behaviors)</b>	
<ul style="list-style-type: none"> <li>– The resource must provide a support or monitoring service that requires constant presence (one-on-one) over a continuous period of time to users experiencing behavioral difficulties.</li> </ul>	2 hours to less than 6 hours: <b>15%</b> 6 hours to less than 10 hours: <b>30%</b>
<b>OR</b>	
<ul style="list-style-type: none"> <li>– The resource must provide a monitoring service that requires constant presence (1-to-1) with the user experiencing behavioral difficulties. The service is required for a user for an intermittent period of 3 hours or more, every day.</li> </ul>	RQS of <b>15%</b>



ELIGIBILITY CRITERIA	APPLICABLE REMUNERATION - IN %
<b>Service 4: A service to be provided during the suspension or pending integration of the user into their socio-professional or educational integration activities</b>	
<ul style="list-style-type: none"> <li>– The user is awaiting integration or reintegration into their socio-professional or educational integration activities.</li> <li>– The user's goal, as outlined in the intervention plan, is to attend and remain in integration activities.</li> <li>– The resource must temporarily take over the integration activities according to the complete program, including frequency and schedule, which would normally be provided outside the resource or by a third party.</li> <li>– The service normally ends after a period of three months. However, it may exceed this period if the justification provided by the institution is accepted by the Ministry.</li> </ul>	RQS of <b>25%</b> .
<b>Service 5: One or more high-intensity services under the <i>Physical (care)</i> descriptor</b>	
<ul style="list-style-type: none"> <li>– The resource must assist a user who is at risk or has difficulty performing several exercises or activities recommended by a health professional, on a continuous or intermittent basis, totaling more than 3 hours per day.</li> <li>– Applies only to users for whom an intervention of intensity 16.4, 16.5, or 16.6 under the <i>Physical (care)</i> descriptor is required.</li> </ul>	RQS of <b>15%</b> .
<b>Service 6: Automatic criterion for users with a high level of service intensity</b>	
<ul style="list-style-type: none"> <li>– This criterion applies automatically and only to users with a service level of 5 or 6.</li> </ul>	RQS of <b>10%</b> for each user
<b>Service 7: An enhanced service relating to the maintenance of the living environment when this service is linked to a user's condition</b>	
<ul style="list-style-type: none"> <li>– The service required is defined by a protocol or directive issued by a competent authority requiring specific hygiene measures prescribed for a user.</li> </ul>	RQS of <b>10%</b>
<b>OR</b>	
<ul style="list-style-type: none"> <li>– The institution requires the complete cleaning of a user's bed more than once a day, every day.</li> </ul>	RQS of <b>10%</b>
<b>Service 8: A service referring to collaboration with the institution</b>	
<ul style="list-style-type: none"> <li>– Each week, for a period exceeding three consecutive weeks, the resource representative must participate in a meeting lasting more than two hours with the institution, without the user being present.</li> <li>– These meetings must relate to a specific user.</li> </ul>	RQS of <b>5%</b> .

**LETTER OF UNDERSTANDING 4 BETWEEN THE MINISTER RESPONSIBLE FOR SOCIAL SERVICES AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET RESSOURCES INTERMÉDIAIRES DU QUÉBEC REGARDING INSURANCE AND THE MAINTENANCE OF THE PROPERTY DAMAGE AND LIABILITY INSURANCE PROGRAM FOR FAMILY-TYPE RESOURCES AND OTHER ELIGIBLE RESOURCES, INCLUDING THEIR USERS**

CONSIDERING the obligation of the resource to take out and maintain home insurance with the insurer of its choice and of sufficient value to cover the risks of damage to its property and movable property or leasehold improvements, except for damage caused by users, including risks related to its general civil liability for activities other than those of a resource.

CONSIDERING the automatic enrollment of resources, upon signing a specific agreement, in the Property Damage and Liability Insurance Program for family-type resources and other eligible resources, including their users (Program).

CONSIDERING the civil and professional liability insurance offered by the Program covering claims or lawsuits arising from bodily injury or property damage caused by users entrusted to the resources and for which the resource may be held liable, as well as claims or lawsuits arising from the activities of the resource, subject to the conditions and exclusions of the policy.

CONSIDERING the property damage insurance offered by the Program covering damage caused by a user to the resource's property as well as damage caused to users' property, subject to the conditions and exclusions of the policy.

CONSIDERING the reimbursement by the institution of an amount of up to \$500 annually, not indexed, when the resource suffers material damage attributable to a user entrusted to it.

**THE PARTIES AGREE AS FOLLOWS:**

1. To renew the resource's obligation to take out and maintain home insurance with the insurer of its choice and of sufficient value to cover the risks of damage to its property and movable property or leasehold improvements, except for damage caused by users, including risks related to its general civil liability for activities other than those of the resource.
2. To require the resource to notify the institution in the event of termination of its home insurance contract.
3. Require the resource, at the institution's request, to provide proof of the home insurance policy taken out, the risks insured and the period of coverage, as well as proof of payment of the premium for the period concerned.
4. To maintain the automatic enrollment of resources in the Program for civil and professional liability insurance and property insurance for the duration of the Group Agreement, subject to the conditions and exclusions of the policies.
5. To comply with the terms and conditions of the Program.
6. To renew the reimbursement by the institution of an amount of up to \$500 annually, not indexed, when the resource suffers material damage attributable to a user entrusted to it.
7. To maintain the method of claiming this reimbursement by submitting a request to this effect to the institution, accompanied by supporting documents.

8. This letter of understanding does not form an integral part of the Group Agreement.

In witness whereof, the parties have signed this 23<sup>rd</sup> day of December 2025.

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

**THE MINISTER  
RESPONSIBLE FOR SOCIAL  
SERVICES**

Signé par :

*Mélanie Gagnon*

0BF0D49A78FF430...

Mélanie Gagnon, President

Signé par :

*Sonia Bélanger*

80D2E563C6E7439...

Sonia Bélanger

**LETTER OF UNDERSTANDING 5 BETWEEN THE MINISTER RESPONSIBLE FOR SOCIAL SERVICES AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET RESSOURCES INTERMÉDIAIRES DU QUÉBEC REGARDING THE MECHANISM FOR RESOLVING OPERATIONAL DIFFICULTIES**

CONSIDERING section 37 of the *Act respecting the representation of family-type resources and certain intermediate resources and the negotiation process for their group agreements* (RLRQ, c. R-24.0.2) (Act respecting the representation of family-type resources), which provides that a Group Agreement may not deal with the exercise of the powers and responsibilities set out in sections 62 and 63 of that Act.

CONSIDERING section 62 of the Act respecting the representation of family-type resources, which provides that no provision of a Group Agreement may restrict or modify the powers and responsibilities assigned to an institution under the *Act respecting the governance of the health and social services system* (CQLR, c. G-1.021) and its regulations.

CONSIDERING section 63 of the Act respecting the representation of resources, which provides that the powers and responsibilities of an institution to recruit and evaluate resources, with respect to the clinical and professional services required by the users entrusted to these resources, or with respect to the control of the quality of services offered to users entrusted to the resources.

CONSIDERING the Frame of Reference established by the Minister for intermediate resources and family-type resources, hereinafter referred to as the Frame of Reference, whose purpose is to set out and publicize the guidelines, guiding principles, and foundations for the organization, management, and delivery of resource services.

CONSIDERING the consultation mechanisms provided for in the Group Agreement that may be used to prevent and seek solutions to difficulties related to the provision of resource services.

CONSIDERING the arbitration procedure provided for in the Group Agreement, which applies to difficulties relating to the interpretation and application of the Group Agreement<sup>1</sup> and not to any operational difficulties relating to the provision of resource services or the implementation of the organization of resource services in accordance with the Frame of Reference.

CONSIDERING the parties' desire to promote local discussions on operational difficulties.

CONSIDERING the parties' desire to allow discussions on the organization of resource services in accordance with the Frame of Reference.

**The parties agree as follows:**

1. The consultation mechanisms, and not the arbitration procedure, provided for in the Group Agreement apply, with the necessary adjustments, to any operational difficulties related to the provision of resource services.  
These mechanisms are then identified as "mechanisms for resolving operational difficulties."
2. The Minister shall establish a partners' table with the following mandate:
  - a) promote the sharing of information, knowledge, and ideas related in particular to the implementation of the Frame of Reference and the application of the Regulation respecting the classification, with a view to improving the quality and safety of services offered to users entrusted to a family-type resource.

---

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

- b) to allow for discussions on issues or problems that are of national interest or that could not be resolved at the local level and that are not related to the interpretation or monitoring of the Group Agreement.
- 3. This Partners' Table is under the responsibility of Santé Québec and must be held in partnership with the Federation.
- 4. This letter of understanding does not form part of the Group Agreement.

In witness whereof, the parties have signed this 23<sup>rd</sup> day of December 2025.

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

**THE MINISTER  
RESPONSIBLE FOR SOCIAL  
SERVICES**

Signé par :

*Mélanie Gagnon*

0BF9D49A78EE430...

Mélanie Gagnon, President

Signé par :

*Sonia Bélanger*

80D2F563C6E7439

Sonia Bélanger

**LETTER OF UNDERSTANDING 6 BETWEEN THE MINISTER RESPONSIBLE FOR SOCIAL SERVICES AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET RESSOURCES INTERMÉDIAIRES DU QUÉBEC REGARDING THE INTERPRETATION OF SECTION 128 OF THE BAR ACT**

CONSIDERING the civil arbitration procedure provided for in Article 6-3.00 of the Group Agreement.

CONSIDERING that, under this procedure, arbitration may be conducted before an arbitrator.

CONSIDERING that the parties wish that any person called upon to plead or act before the arbitrator may do so even if they are not a practicing lawyer.

CONSIDERING that section 128 of the *Bar Act* (RLRQ, c. B-1) (Bar Act) provides that it is not necessary to be a "practicing lawyer" to plead or act before a grievance arbitrator.


**THE PARTIES AGREE AS FOLLOWS:**

1. They consider that the arbitrators referred to in section 6-3.00 of the Group Agreement are equivalent to grievance arbitrators for the sole purpose of applying section 128 of the Bar Act.
2. In the event that this interpretation is challenged, the Minister undertakes to take steps with the government to amend the legislative provisions to allow a person to plead or act before arbitrators, within the framework of section 6-3.00 of the Group Agreement, even if that person is not a "practicing lawyer."
3. This letter of understanding does not form an integral part of the Group Agreement.

**In witness whereof, the parties have signed this 23<sup>rd</sup> day of December 2025.**

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

**THE MINISTER  
RESPONSIBLE FOR SOCIAL  
SERVICES**

Signé par :  
  
08F0D49A78EE430...  
Mélanie Gagnon, President

Signé par :  
  
80B2F563C6F7439...  
Sonia Bélanger

**LETTER OF UNDERSTANDING 7    BETWEEN THE MINISTER RESPONSIBLE FOR SOCIAL SERVICES AND THE FÉDÉRATION DES FAMILLES D'ACCUEIL ET RESSOURCES INTERMÉDIAIRES DU QUÉBEC REGARDING THE MEASURE RELATED TO EXCEPTIONAL SUPPORT OR ASSISTANCE SERVICES (MSSAE)**

CONSIDERING the physical or behavioral issues of a minority of users that require the intermediate resource, for example, to offer services based on one caregiver dedicated to a single user or even two caregivers dedicated to a single user for a period of 10 hours or more per day, every day.

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

CONSIDERING that these services, required by the institution, go beyond what is provided for in the Form for Determining and Classifying Support or Assistance Services due to their intensity, and may therefore have financial repercussions that exceed the remuneration framework provided for in the Group Agreement.

CONSIDERING that the terms and conditions defining the additional daily remuneration set out in Letter of understanding 3 are not intended to cover such an intensity of services.

CONSIDERING that the objective sought by the parties is to agree on a targeted solution for these users through a centralized procedure, ensuring consistency and harmonization of practices for all resources and institutions.

**THE PARTIES AGREE AS FOLLOWS:**

1. A measure related to exceptional support or assistance services is introduced. It will be defined and administered by the Ministry.
2. The institution may, if it deems necessary, submit a request to the Ministry to use the measure related to exceptional support or assistance services. This request must contain clinical information justifying the use of this measure.
3. A resource that considers itself entitled to exceptional support or assistance services on behalf of a user entrusted to it may also submit a request to its institution. This written request must be justified.
4. Following this request, the institution meets with the resource and analyzes its admissibility. When the request is deemed admissible by the institution, the latter forwards it to the Ministry.
5. The measure related to exceptional support or assistance services is granted for a specified period.
6. This measure may be subject to a request for extension by the institution at the end of the established period.
7. It is the responsibility of the Ministry to decide on eligibility for the measure and the budgetary framework associated with it.
8. In the event of non-payment of the measure related to support services or exceptional assistance authorized by the Ministry, the consultation and dispute resolution mechanisms shall apply. Except in this case, it is expected that this letter of understanding is not arbitrable.
9. This letter of understanding does not form an integral part of the Group Agreement.

In witness whereof, the parties have signed this 23<sup>rd</sup> day of December 2025.

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

**THE MINISTER  
RESPONSIBLE FOR SOCIAL  
SERVICES**

Signé par :

*Mélanie Gagnon*

0BF0D49A78EE430...

Mélanie Gagnon, President

Signé par :

*Sonia Bélanger*

80D2F563C6F7430...

Sonia Bélanger



**CONSIDERING** sections 833 and 834 of the *Act respecting the governance of the health and social services system* (RLRQ, c. G-1.021) (AGHSSS) amending sections 761 and 1817 of the Civil Code of Québec, which provide, in particular, that a bequest or donation made to the owner, administrator, operator, manager, or employee of an institution, another place of accommodation or a residence within the meaning of the laws relating to health and social services, or to the person who carries out activities there, whether remunerated or not, is:

- a) without effect, if the bequest was made at a time when the testator was receiving care or services there  
services, unless the legatee is also the spouse or a close relative of the testator.
- b) void if the donation was made at a time when the donor was receiving care or services there, unless the donee is also the spouse or a close relative of the donor.

**CONSIDERING** the parties' desire to protect users by eliminating the risk of financial abuse, while protecting those responsible for resources from any potential conflict of interest, in accordance with the applicable legislative provisions.

**CONSIDERING** the desire of the parties to prevent those responsible for intermediate or family-type resources covered by 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) from unduly accumulating roles and responsibilities.

**CONSIDERING** that it is the responsibility of the institution to ensure that residents are accompanied by a trusted person for the management of their property and assets.

**THE PARTIES AGREE AS FOLLOWS:**

1. It is prohibited for the resource, members of their immediate and extended family, their assistants, and their competent replacements, directly or indirectly, to:
  - a) solicit or accept a loan, gift, or bequest from a user entrusted to the resource by the institution.
  - b) deal with a user personally with a view to acquiring or otherwise disposing of the property of the latter;
  - c) sell any goods or services to a user entrusted to them by the institution.  
  
in the latter case and exceptionally, if it is the user's choice or in the context of a limited service offering in a given territory, such sale of goods and services may be authorized by the institution.
  - d) deal with a user personally with a view to obtaining the custody, supervision, or administration of their property or assets, with the exception of managing the user's personal expense allowance when required, even on a pro bono basis.

The institution may not ask a resource to assume the responsibilities inherent in the custody, supervision, or administration of a user's property or assets.

In the event that a resource assumes such responsibilities, the institution must, within 90 days of signing this Letter of understanding, take the necessary steps to remove them.

This Letter of understanding does not form an integral part of the Group Agreement.

**In witness whereof, the parties have signed this 23<sup>rd</sup> day of December 2025.**

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

**THE MINISTER  
RESPONSIBLE FOR SOCIAL  
SERVICES**

Signé par :

*Mélanie Gagnon*

88F0D48A78EE430...

Mélanie Gagnon, President

Signé par :

*Sonia Bélanger*

80D2F569C6F7439...

Sonia Bélanger