

2 1

Two networks, *one objective:* *the development of youth*

success, health, well-being, academic
well-being, academic success, health
academic success, health, well-being
success, health, well-being, academic su
well-being, academic success, health,
ademic success, health, well-being, aca
-being, academic success, health, wel
academic success, health, well-being
success, health, well-being, academic



**Guide for developing a memorandum of understanding
on the joint provision of services
to young people by the education and health
and social services networks**

2 1 **Two networks,** *one objective:*

the development of youth

Guide for developing a memorandum of understanding
on the joint provision of services
to young people by the education and health
and social services networks

Writing and coordination:

Kok Ving Chantha, Direction de l'adaptation scolaire, Ministère de l'Éducation, du Loisir et du Sport

Marc Plamondon, Services des jeunes et des familles, Direction des services sociaux généraux,
de la jeunesse et du communautaire, Ministère de la Santé et des Services sociaux

© Gouvernement du Québec

Ministère de l'Éducation, du Loisir et du Sport 08-00218

ISBN 978-2-550-53296-5

Legal deposit – Bibliothèque nationale du Québec, 2008

Table of contents

BACKGROUND1

TITLE PAGE OF THE AGREEMENT2

PREAMBLE3

GUIDING PRINCIPLES4

- 1. Active participation of the child4
- 2. Participation of the parents and their responsibility towards their child4
- 3. A common vision of the young people served and of their needs4
- 4. The joint provision of services to youths5

LEGISLATIVE FRAMEWORK6

FORMAL COMMITMENT OF THE PARTIES7

EXCHANGE OF INFORMATION BETWEEN THE PARTIES8

- 1. Sharing of information on the organization of the services provided by the parties to the agreement8
- 2. Conditions relative to the communication of information on the young people served9

DESCRIPTION OF THE SERVICES PROVIDED AND PROCEDURE10

TERMS AND CONDITIONS FOR COST SHARING11

TERMS AND CONDITIONS FOR RETURNING TO SCHOOL12

TERMS AND CONDITIONS FOR IMPLEMENTING AND MONITORING THE AGREEMENT13

SIGNATURES OF THE PARTIES15

GLOSSARY16

APPENDIX: Proposed content for the legislative framework20

BIBLIOGRAPHY23

Background



This document is the result of work carried out jointly by the Ministère de l'Éducation, du Loisir et du Sport (MELS) and the Ministère de la Santé et des Services sociaux (MSSS) in accordance with the mandate assigned by the MELS-MSSS province-wide concertation committee on the complementarity of services.

The purpose of the model memorandum of understanding is to help staff working in the education network and the health and social services network to draw up agreements regarding services provided jointly by the two networks to youth with handicaps, social maladjustments or learning disabilities. It sets out a standard framework governing any agreement between one or more educational institutions and one or more health and social services institutions. In any process aimed at developing a memorandum of understanding, it is also important to consider the role of health and social services centres (CSSS) regarding the accessibility of the services offered to the population in their jurisdictions. The proposed model memorandum of understanding consists of the following components:

- title page
- preamble
- guiding principles
- legislative framework
- formal commitment of the parties
- exchange of information between the parties
- terms and conditions for cost sharing
- terms and conditions for returning to school
- terms and conditions for implementing and monitoring the agreement
- signatures of the parties
- glossary

Instructions appearing in italics are provided for each component. Suggested wording is also included for most of the components. The suggested wording can be used as is in any agreement or it may be adapted. Although this guide is aimed at drawing up agreements for youth with handicaps, social maladjustments or learning disabilities, it could be modified to develop agreements regarding promotion and prevention activities. Lastly, this type of agreement may change over time and can be updated and supplemented as needed.

Title page of the agreement

The title page serves to identify the parties to the agreement in a very simple and concise manner.

JOINT PROVISION OF SERVICES TO YOUNG PEOPLE
BY THE EDUCATION NETWORK AND THE HEALTH
AND SOCIAL SERVICES NETWORK
MEMORANDUM OF UNDERSTANDING BETWEEN

(Name of the first party)

and

(Name of the second party)

Year

Preamble



The purpose of the preamble is to set out the rationale for the agreement and to identify the client groups concerned. The following proposed content will no doubt need to be adapted, notably in order to define the groups concerned. The parties may make more substantial changes as needed.

Proposed content

In accordance with the agreement for the complementarity of services between the education network and the health and social services network, approved in 2003 by the Ministère de la Santé et des Services sociaux and the Ministère de l'Éducation¹, this agreement is aimed at ensuring consistency and complementarity in the joint provision of services to youths between 5 and 18 years of age, or between 4 and 21 years of age in the case of persons with handicaps. These youths require coordinated services from both networks and are in one of the following situations:

- they are monitored within their family by an institution of the health and social services network and are educated at school
- they are in a living environment away from their family and are educated at school
- they are hospitalized or living in a youth centre or a rehabilitation centre and are educated in one of these institutions.

An interinstitutional committee² composed of the different parties to the agreement is responsible for monitoring its application as well as periodically reviewing, updating and evaluating it.

1. The Ministère de l'Éducation became the Ministère de l'Éducation, du Loisir et du Sport on February 18, 2005, under Order-in-Council 120-05.

2. In this document, the term "institution" also refers to the school board, and the term "interinstitutions" includes the school board.

Guiding principles



The purpose of the guiding principles is to define the responsibilities of each party, to emphasize the primary role of the parents with respect to their child and to establish the general framework for interventions stemming from the agreement. In this regard, it is important that the parties recognize their respective missions and that the agreement be developed by taking into consideration the organizational realities of both parties. The following guiding principles are proposed. They can be either adapted or updated.

Proposed content

The parties agree that the following guiding principles will serve as the basis for the interventions carried out by the staff of the different parties with respect to the youths for whom they are jointly responsible.

1. **ACTIVE PARTICIPATION OF THE CHILD**

It is important to ensure that young people are actively involved in the decisions that concern them. Accordingly, they must play an active role in their own development, notably with respect to the evaluation of their needs and the choice of objectives and means in the process of developing an intervention plan and an individualized, intersectoral services plan.

2. **PARTICIPATION OF THE PARENTS AND THEIR RESPONSIBILITY TOWARDS THEIR CHILD**

As mentioned in the agreement for the complementarity of services between the health and social services network and the education network, the parents, or the legal guardians, are primarily responsible for the development of their child. It is therefore important for the parties to build on parents' potential, to support them in their role and help them reinforce their skills, to plan and to carry out all interventions in collaboration with them, and to consult them about the relevance of the services offered based on their needs and those of their children.

3. **A COMMON VISION OF THE YOUNG PEOPLE SERVED AND OF THEIR NEEDS**

This agreement aims to achieve a common, global vision of the needs of youths and their families as well as to define the specific and common responsibilities of the partners of both networks, from a perspective of continuous and coordinated interventions. This objective can be achieved only if both partners take concerted action to jointly provide clients with services in compliance with their respective missions.

4. THE JOINT PROVISION OF SERVICES TO YOUTHS

Various measures could be taken to facilitate the joint provision of services to youths. In addition, the parties undertake to work together in implementing the measures they consider the most promising, including:

- where deemed relevant, **participation in joint training programs** by workers of both networks
- where deemed relevant, the use of **common tools**, including the individualized, intersectoral services plan,³ which provides greater complementarity and makes it possible to avoid overlaps
- in situations that require it, the use of a concertation mechanism in order to promote continuous and coordinated interventions, or the implementation of such a mechanism

3. In this regard, refer to the document *Le plan de services individualisé et intersectoriel: rapport déposé au comité national de concertation sur l'entente de complémentarité des services entre le réseau de la santé et des services sociaux et le réseau de l'éducation*, 30 novembre 2005, 2006.

Legislative framework



In this section, the parties may include the legislative and regulatory provisions that form the basis of the agreement. At the very least, the parties' mission and responsibilities stemming from the legislative provisions must be set out in the agreement. Excerpts from the various legislative provisions are given in the appendix. The parties may use those that apply to them or formulate others.

Formal commitment of the parties



The successful implementation of such an agreement necessarily involves the formal commitment of both parties to work together in the spirit of the complementarity agreement and to ensure the participation of their staff. This premise should appear in all the agreements. The following text may be used as is, adapted or updated.

Proposed content

The parties agree:

- to work together to contribute to the optimal development of youths, while recognizing their respective areas of expertise, in accordance with the agreement for the complementarity of services between the health and social services network and the education network
- to take the necessary measures to ensure the participation of the professionals under their jurisdiction, within the framework of their policies and regulations
- where necessary, to ensure the development, implementation, evaluation and review of individualized, intersectoral service plans

Exchange of information between the parties



In this section, two types of information are considered:

- *information regarding the organization of the institutions that are party to the agreement*
- *information on the characteristics of the youths under the joint responsibility of the parties*

The proposed content can be adapted.

1. SHARING OF INFORMATION ON THE ORGANIZATION OF THE SERVICES PROVIDED BY THE PARTIES TO THE AGREEMENT

An appropriate response to the needs of the youths who are under the joint responsibility of the parties rests on a sound mutual understanding between the parties involved. This understanding involves a knowledge of procedures, the services provided, access to services, the organizational arrangement of these services and any changes made to these elements.

Proposed content

With respect to services intended for youths and their families, the parties agree to disclose to the other parties:

- their procedures
- the services they offer
- the conditions of access to these services
- the organizational arrangement of these services
- the addresses of their different points of service

*It is up to the parties involved to define **the roles and responsibilities of the different workers**. These roles and responsibilities must be closely related to the mission of the organization to which the workers belong. It would therefore be useful that they be described in terms of the workers' relationship to either party.*

Proposed content

The parties ensure that their staff are familiar with the information pertaining to the other parties and undertake to implement mechanisms that promote communication between the workers associated with the different parties. Lastly, they undertake to inform the other parties, as soon as possible, of any changes made to the elements that are likely to substantially affect the ability of the other parties to properly conduct their activities.

2. CONDITIONS RELATIVE TO THE COMMUNICATION OF INFORMATION ON THE YOUNG PEOPLE SERVED

The communication of information regarding the youths concerned can prove indispensable to the success of concerted and complementary interventions. This process is nonetheless subject to rules governing the confidentiality of personal information.⁴

Proposed content

The parties undertake to provide, in a timely manner, the information needed for intervention with youths, while ensuring that they first obtain the written, free and informed consent of the parents of the youths concerned in cases where this information is personal. To do this, the parties agree to certain conditions pertaining to the communication of information. These conditions apply particularly to information that is given to parents and to youths prior to obtaining their consent. In this regard, the parties undertake to inform parents and youths of the nature of the personal information that will be exchanged between the parties, the purposes for which they will share this information, the persons who will be sharing this information, the organizations to which they belong and the optional nature of this consent.

The parties undertake:

- to use a common consent form for personal information to be signed by the parents and their child over the age of 14
- to take the necessary means to preserve the confidentiality of personal information obtained from another party
- to use the information collected solely for the purposes for which it was collected
- to provide workers and managers with the relevant information regarding the communication of personal information and stemming from legislation
- to ensure that staff under their responsibility are familiar with the rules governing the communication of personal information and that they destroy this information in a secure manner when it is no longer required

⁴ The parties are encouraged to consult the following document on this topic: *Concilier le respect de la confidentialité et le partage de l'information: rapport déposé au comité national de concertation sur l'entente de complémentarité des services entre le réseau de la santé et des services sociaux et le réseau de l'éducation, 4 février 2005, 2006.*

Description of the services provided and procedure



In this section, the parties may indicate the services they offer to the youths who are the subject of the agreement. They could also use this section to describe the manner in which these services are provided (i.e. conditions of access, times when the services are provided, priority accorded to requests). Such a section could prove particularly useful when certain services are part of the mission of more than one party to the agreement. The content of this section may vary according to the situation of the youths concerned.

Proposed content

As regards the services to be provided to the youths subject to this agreement and the mode of delivery of these services,

the school board undertakes to:

- (...)
- (...)
- (...)

(name of the health and social services institution) undertakes to:

- (...)
- (...)
- (...)

Terms and conditions for cost sharing

Depending on the situation of the youths targeted by the agreement, there may be a need to establish responsibility for certain costs, particularly for youths living in an environment away from their families. Thus, depending on whether the youths are educated at school or in a rehabilitation centre, certain questions may arise with regard to which parties will be required to cover the related costs. These costs may pertain to the students' transportation, instructional materials, school supplies, meals and lunchtime supervision, accommodations, furniture, instruments, computer equipment and office supplies. Where pertinent, the agreement should include provisions on the sharing of certain costs between the parties in order to avoid misunderstandings.

Proposed content

Regarding the sharing of costs related to the provision of services to a youth who is subject to the agreement, the parties agree to the following terms and conditions.

1. **WHERE A YOUTH LIVING IN AN ENVIRONMENT AWAY FROM HIS OR HER FAMILY IS EDUCATED IN THE FACILITIES OF THE (NAME OF THE HEALTH AND SOCIAL SERVICES INSTITUTION),**

(name of the health and social services institution) assumes the following costs:

- (...)
- (...)

the school board assumes the following costs:

- (...)
- (...)

2. **WHERE A YOUNG PERSON LIVING IN AN ENVIRONMENT AWAY FROM HIS OR HER FAMILY IS EDUCATED IN A SCHOOL UNDER THE JURISDICTION OF A SCHOOL BOARD,**

(name of the health and social services institution) assumes the following costs:

- (...)
- (...)

the school board assumes the following costs:

- (...)
- (...)

Terms and conditions for returning to school

This section sets out terms and conditions to be agreed upon by the parties in cases where a youth returns to school. The agreement should contain provisions in this regard only if it applies to youths who have been taken out of school for a more or less extended period of time and who are in the process of returning to school. This is done to ensure continuous and consistent interventions. The following provisions may be adapted to suit the needs of the parties.

Proposed content

In cases where a student resumes his or her studies in a school under the jurisdiction of another school board, the school board of origin shall ensure that the host school board is provided with the student's file as soon as possible.

The (*name of the health and social services institution*) shall include the student's academic information in the intervention plan and, if applicable, in his or her individualized service plan and indicate his or her departure date and any recommendation as to which school the student should attend. The following information shall also be forwarded to the school board as soon as possible:

- the student's departure date, any recommendation as to which school the student should attend and, as soon as it is known, the date of any unexpected departure
- the name and contact information of the person in the health and social services network who knows and can act as a resource person for the student
- any information in the student's file that would enable the school board to appropriately meet his or her needs.

Lastly, (*name of the institution*) shall ensure that a resource person in the health and social services network is available once the youth has returned to school.

In the case of the departure of a student who was temporarily educated in an institution of the health and social services network, the **school board** shall ensure:

- that the institutions concerned under its jurisdiction receive the information a few days before the student's departure
- that one of its institutions is prepared to accommodate the student
- that the student's file is forwarded to this institution as soon as possible
- that the institution will be provided with the necessary support in order to facilitate the student's return to school. This support shall pertain to: (*to be specified*).

The school board shall ensure that any information relevant to the student's return to school appears in the student's individualized education plan.

Terms and conditions for implementing and monitoring the agreement

In this section, the parties could specify when the agreement will take effect, the period covered by the agreement, the conditions for its renewal and cancellation, as well as the procedure for modifying the terms and conditions.

The parties should agree on the composition, functioning and mandate of the interinstitutional committee binding the parties to the agreement. The procedure for monitoring and evaluating the agreement should also be indicated in this section. The following may be adapted to suit the needs of the parties.

Proposed content

The parties agree to set up an interinstitutional committee composed of the following representatives of *(name of the health and social services institution)*:

- *(title of position held)*
- *(title of position held)*
- *(etc., as applicable)*

and the following school board representatives:

- *(title of position held)*
- *(title of position held)*
- *(etc., as applicable)*

The interinstitutional committee is responsible for:

- developing the memorandum of understanding and ensuring its promotion, distribution and implementation
- ensuring follow-up and evaluation of the implementation and operation of the memorandum of understanding according to the terms and conditions and timetable set out in the agreement
- *(If applicable, indicate other aspects of the committee's mandate)*

A mechanism for settling disputes must also be provided. The description of this mechanism may include, among other things:

- *the procedure and the rules to be followed with respect to the claims submitted*
- *the different levels of the dispute settlement process and the bodies responsible for each level*

Disputes could also be submitted to the local MELS-MSSS concertation mechanism, whose mandate is to take the necessary measures to settle disputes quickly.

The procedure for monitoring and evaluating the agreement could deal, notably, with the degree to which the agreement has been implemented, the elements that will be subject to follow-up and evaluation, the timetable, etc. In the event that the mandate is not entrusted to the interinstitutional committee, it is important to indicate the body to which it will be entrusted.

Signatures of the parties



Only those persons who are authorized in this regard by their administrative body may, by signing the memorandum of agreement, commit their institution to abide by the agreed upon terms and conditions.

Proposed content

The parties have signed in *(indicate the name of the city)* on this *(indicate the day)* of *(indicate the month)*, *(indicate the year)*.

(Signature of authorized person)
(Name of signatory)

(Signature of authorized person)
(Name of signatory)

(Title of signatory)
(Name of institution)

(Title of signatory)
(Name of institution)

(Signature of authorized person)
(Name of signatory)

(Signature of authorized person)
(Name of signatory)

(Title of signatory)
(Name of institution)

(Title of signatory)
(Name of institution)

Glossary

This glossary is not exhaustive and may be supplemented according to needs.

Proposed content

GROUP HOME

A residential facility that can accommodate a maximum of nine users and that is administered by a public institution. The purpose of this type of facility is to provide users with lodging, support, assistance, supervision, rehabilitation and psychosocial services.

INTERMEDIATE RESOURCES

These are accommodation resources attached to a public institution through which the institution provides a user with a living environment suited to the user's needs, together with the support or assistance services he or she requires, in order to maintain the user in or integrate the user into the community. The immovable or dwelling in which the services of an intermediate resource are provided is not deemed to be a facility maintained by the public institution to which the resource is attached, except for the purposes of the *Youth Protection Act*, in which case it is considered a place where foster care is provided by an institution operating a rehabilitation centre.

An intermediate resource is deemed not to be employed by or an employee of the public institution that calls upon its services, and any agreement or convention entered into between them to determine the rules and the terms and conditions that apply to their relationship as regards the activities and services expected from the intermediate resource is deemed not to constitute a contract of employment.

Family-type resources: foster families and foster homes

Family-type resources comprise foster families and foster homes.

Foster family

A foster family consists of one or two persons receiving in their home a maximum of nine children in difficulty entrusted to them by a public institution in order to respond to their needs and afford them living conditions fostering a parent-child relationship in a family-like environment.

Foster home

A foster home consists of one or two persons receiving in their home a maximum of nine adults or elderly persons entrusted to them by a public institution in order to respond to their needs and afford them living conditions as close to a natural environment as possible.

SUPERVISED APARTMENTS

These are residential facilities for youths aged 16 and over that offer support, assistance, rehabilitation and psychosocial services. This type of resource varies in the intensity of clinical supervision provided, i.e. the supervision can be either intermittent or constant (live-in staff).

WORK PRACTICES LEARNING SERVICE

Activities related to implementing and applying programs intended to help young people and mothers with adjustment difficulties to reintegrate into society and to learn work practices.

DAY CENTRE

A social service facility which provides non-institutionalized users with a variety of socialization activities of a preventive, clinical or educational nature, as a means of maintaining or fostering their integration into the community.

COMPLEMENTARY EDUCATIONAL SERVICES

The goal of complementary educational services is to facilitate the student's progress in his/her various types of learning. The following services should form distinct programs:

- support services designed to provide students with conditions that are conducive to learning
- student life services designed to contribute to the development of students' autonomy and sense of responsibility, their spiritual dimensions, their interpersonal and community relationships as well as their feeling of belonging to the school
- counselling services designed to help students throughout their studies, with their academic and career choices and with any difficulties they encounter
- promotion and prevention services designed to provide students with an environment conducive to the development of a healthy lifestyle and of skills that are beneficial to their health and well-being

Complementary services must include:

- services designed to promote student participation in school life
- services designed to educate students about their rights and responsibilities
- sports, cultural and social activities
- support services for the use of the documentary services of the school library
- academic and career counselling information
- psychological services
- psychoeducational services
- special education services
- remedial education services
- speech therapy services
- health and social services
- services in spiritual care and guidance and community involvement (Basic school regulation for preschool, elementary and secondary education)

INDIVIDUALIZED EDUCATION PLAN (IEP) (EDUCATION NETWORK)

The purpose of an individualized education plan is to help a student who, because of a handicap or difficulties, needs adapted intervention in order to progress optimally in developing the competencies required for success. It involves planning coordinated action as part of a concertation process.

The intervention plan is part of a dynamic process of assisting youths, which is carried out for and with them. It is based on a systemic view of the situation and on a problem-solving approach.

INTERVENTION PLAN (IP) (HEALTH AND SOCIAL SERVICES NETWORK)

“Each institution must develop . . . intervention plan in order to identify the needs of the user, the objectives pursued, the means to be used and the estimated period during which services are to be provided. The intervention plan must ensure coordination of the services provided to the user by the various resources of the institution that are involved.” (R.S.Q. c. S-4.2, s. 102)

INDIVIDUALIZED SERVICE PLAN (ISP) (HEALTH AND SOCIAL SERVICES NETWORK)

“Where a user . . . is to receive over an extended period health and social services which require, in addition to the participation of an institution, that of other resources, the institution which provides the greater part of the services involved or the resource designated jointly by the resources concerned must, as soon as possible, develop an individualized service plan for the user.” (R.S.Q. c. S-4.2, s. 103)

The intervention plan or the individualized service plan must be developed with the participation of the user. Each plan must contain a timetable for assessment and review. A plan may, however, be modified at any time to take account of new circumstances.

PLAN OF INDIVIDUALIZED, INTERSECTORAL SERVICES (PIIS) (EDUCATION NETWORK AND HEALTH AND SOCIAL SERVICES NETWORK)

“The PIIS is a joint service and resource planning and coordination process involving the education network and the health and social services network. In this regard, the PIIS does not represent the sum total of all the intervention plans of the institutions involved. Rather, it reflects the fact that the various service providers and the youth and his or her parents have reached a consensus on the objectives and the means for achieving them.

Planning consists in defining the objectives, determining the interventions and the necessary resources by taking into account all the factors that can affect the young person’s situation. It also involves setting a timeline for achieving the objectives. Coordination is aimed at specifying the roles and responsibilities of the youth, his or her parents, the school staff and the school board as well as workers in the health and social services institutions concerned, namely the health and social services centre (CSSS), the hospital, the child and youth protection centre or the rehabilitation centre, as well as private services, if applicable.

In short, the PIIS is the tool designated in the complementarity agreement to ensure the consistency of interventions and the continuity of the services provided for young people and their parents by the education network and the health and social services network. It is the preferred means of orchestrating the interventions of all the partners working with the young person, in order to ensure organized, concerted and continuous action. The PIIS is based on a system vision of the situation of the young person and his or her parents and on a problem-solving approach.” [Free translation]

YOUTH INTERVENTION TEAM (YIT)

The youth intervention team (YIT) is led by a coordinator from a health and social services centre (CSSS) and carries out liaison, mediation and integration activities designed, among other things:

- to ensure access to services as well as their continuity and complementarity
- to allow parents and youth to obtain the support they need
- to avoid reporting due to a lack or insufficiency of services

Target clients

The target clients are children and youth experiencing a variety of complex problems, as well as their parents, who require the assistance of several institutions of the health and social services network and of other networks, especially the education and day care network. The children and youth may be monitored under the *Act respecting health and social services*, the *Youth Protection Act* and the *Youth Criminal Justice Act*. The needs of youth targeted by this service require the coordinated action of several partners.

Composition of the YIT

The service is provided by a decision-making team, composed of a coordinator and liaison staff, identified by name, from each of the institutions providing services to youth and their parents: health and social services centres, youth centres, rehabilitation centres for mentally impaired persons, child psychiatry services, rehabilitation centres for physically impaired persons, rehabilitation centres for addiction problems, school boards as well as day care centres and community organizations, if applicable.

Procedure

The worker of an institution who experiences difficulties regarding the coordination of services for a youth turns to the liaison staff of his or her institution that will assess the admissibility of the application, according to established criteria. The liaison staff of his or her institution will verify whether all has been done to ensure the required coordination, before enlisting the services of the youth intervention team (YIT). If applicable, the liaison staff will submit the application to the coordinator and to other liaison staff with the consent of the youth and his or her parents.

The liaison staff determines which institutions are involved and identifies the worker or workers in their respective institutions who will attend the meeting at which the individualized service plan will be established. The composition of the team of workers participating in this meeting is different for each youth. These workers are either already involved with the family or are called on to intervene with the family.

The individualized service plan (ISP) is developed and coordinated by the YIT coordinator or by a pivotal resource. The coordinator may help the workers to understand a complex situation and to develop an individualized service plan.



Appendix

PROPOSED CONTENT FOR THE LEGISLATIVE FRAMEWORK

Proposed content

The parties agree to base this agreement on the following legal provisions:

1. THE SCHOOL BOARD

In accordance with the *Education Act*:

“Every school board shall establish a program for each student service and special educational service contemplated in the basic school regulation except in matters coming under the jurisdiction of a minister other than the Minister of Education, Recreation and Sports.” (*Education Act*, s. 224)

“Every person is entitled to the preschool education services and elementary and secondary school instructional services provided for by this Act and by the basic school regulation made by the Government under section 447 ... Every person is also entitled to other educational services, student services and special educational services provided for by this Act and the basic school regulation ...” (*Education Act*, s. 1)

“... relating to the educational services referred to in section 1, the persons who reside in the territory of a school board or who are committed or placed under custody therein pursuant to the Youth Protection Act, the Act respecting health services and social services ... or the Young Offenders Act ...” (*Education Act*, s. 204)

“Every school board shall ensure that the persons who come under its jurisdiction are provided the educational services to which they are entitled under this Act ...” (*Education Act*, s. 208)

“Every school board shall ensure that the basic school regulation established by the Government is implemented ...” (*Education Act*, s. 222)

“Every school board shall ... adapt the educational services provided to a handicapped student or a student with a social maladjustment or a learning disability according to the student's needs and in keeping with the student's abilities as evaluated by the school board ...” (*Education Act*, s. 234)

“Every school board shall adopt, after consultation with the advisory committee on services for handicapped students and students with social maladjustments or learning disabilities, a policy concerning the organization of educational services for such students to ensure the harmonious integration of each such student into a regular class or group and into school activities if it has been established on the basis of the evaluation of the student's abilities and needs that such integration would facilitate the student's learning and social integration and would not impose an excessive constraint or significantly undermine the rights of the other students.

The policy shall include

- 1) procedures for evaluating handicapped students and students with social maladjustments or learning disabilities; such procedures shall provide for the participation of the parents of the students and of the students themselves, unless they are unable to do so;
- 2) methods for integrating those students into regular classes or groups and into regular school activities as well as the support services required for their integration and, if need be, the weighting required to determine the maximum number of students per class or group;
- 3) terms and conditions for grouping those students in specialized schools, classes or groups;
- 4) methods for preparing and evaluating the individualized education plans intended for such students.”
(*Education Act*, s. 235)

2. THE HEALTH AND SOCIAL SERVICES CENTRE

“The purpose of establishing a local health and social services network is to foster a greater sense of responsibility among all the health and social service providers in the network to ensure that the people in the network’s territory have continuous access to a broad range of general, specialized and superspecialized health services and social services.” (*An Act respecting health services and social services*, s. 99.3)

“The services offered by the health and social service providers in a local health and social services network are coordinated by a local authority, which is a multivocational institution operating a local community service centre, a residential and long-term care centre and, where applicable, a general and specialized hospital centre.”

“Only a local authority within the meaning of the first paragraph may use the words “health and social services centre” in its name.” (*An Act respecting health services and social services*, s. 99.4)

3. YOUTH CENTRE

“The mission of a child and youth protection centre is to offer in the region such psychosocial services, including social emergency services, as are required by the situation of a young person pursuant to the Youth Protection Act (chapter P-34.1) and the Act respecting young offenders (Revised Statutes of Canada, 1985, chapter Y-1), and services for child placement, family mediation, expertise at the Superior Court on child custody, adoption and biological history.”

“To that end, every institution which operates such a centre shall ensure that the needs of the persons who require such services are assessed and that the services which these persons or their families require are offered to them either directly or through the centres, organizations or persons best suited to assist them.” (*An Act respecting health services and social services*, s. 82).

4. REHABILITATION CENTRE

“The mission of a rehabilitation centre is to offer adjustment, rehabilitation and social integration services to persons who, by reason of physical or mental impairment, behavioral disorders, psychosocial or family difficulties, alcoholism or other problems of addiction, require such services, as well as persons to accompany them, or support services for their families and friends.”

“To that end, every institution which operates such a centre shall receive, on referral, young persons with adjustment problems and persons suffering from and, mainly on referral, persons suffering from alcoholism or other problems of addiction and mothers with adjustment problems; it shall ensure that their needs are assessed and the required services offered to them within its facilities or within the person's own environment, in school, at work or at home or, where necessary, that they are referred, as soon as possible, to the centres, organizations or persons best suited to assist them.” (*An Act respecting health services and social services*, s. 84)

“Rehabilitation centres belong to one or more of the following classes, depending on the clientele they serve:

- 1.3.1 rehabilitation centres for mentally impaired persons or persons with a pervasive developmental disorder;
- 1.3.2 Rehabilitation centres for physically impaired persons belong to one or more of the following types of centres, depending on the clientele they serve:
 - A. rehabilitation centres for persons with hearing impairment;
 - B. rehabilitation centres for persons with visual impairment;
 - C. rehabilitation centres for persons with motricity impairment.
- 1.3.3 rehabilitation centres for persons suffering from alcoholism or other problems of addiction;
- 1.3.4 rehabilitation centres for young persons with adjustment problems;
- 1.3.5 rehabilitation centres for mothers with adjustment problems.” (*An Act respecting health services and social services*, ss. 86 and 87)

5. HOSPITAL CENTRE

“The mission of a hospital centre is to offer diagnostic services and general and specialized medical care. To that end, an institution which operates a hospital centre shall admit, mainly on referral, the persons who require such services or care, ensure that their needs are assessed and that the required services, including nursing care and specialized, preventive or rehabilitative psychosocial services, are offered within the facilities or, where necessary, that the persons are referred as soon as possible to the centres, organizations or persons best suited to assist them.” (*An Act respecting health services and social services*, s. 81)

Bibliography

An Act respecting health services and social services, R.S.Q., c. S-4.2.

Basic school regulation for preschool, elementary and secondary education. Québec: Éditeur officiel du Québec.

Les centres jeunesse Chaudière-Appalaches. Commission scolaire des Navigateurs. *Protocole d'entente: mécanismes de collaboration entre la commission scolaire et le centre jeunesse lors de l'intégration des jeunes à leur milieu scolaire*. Lévis, 2004.

Commission scolaire de Montréal. Centre jeunesse de Montréal-IU. *Entente-cadre Commission scolaire de Montréal et Centre jeunesse de Montréal-IU, 2006-2007*. Montréal, 2006.

Commission scolaire de Montréal. Institut Raymond-Dewar. *Entente-cadre entre la Commission scolaire de Montréal et l'Institut Raymond-Dewar, 2006-2007*. Montréal, 2006.

Comité de travail sur l'organisation des services aux jeunes ayant des troubles du comportement. *Rapport déposé au comité national de concertation sur l'entente de complémentarité MSSS-MELS, avril 2006*. Québec: unpublished.

The Education Act, R.S.Q., c. I-13.3.

Québec. Ministère de l'Éducation. *Two networks, one objective: the development of youth. Agreement for the complementarity of services between the health and social services network and the education network*. Québec: Gouvernement du Québec, 2003.

—. Ministère de l'Éducation. *Individualized Education Plans: Helping Students Achieve Success. Reference Framework for the Establishment of Individualized Education Plans*. Québec: Gouvernement du Québec, 2004.

—. Ministère de l'Éducation, du Loisir et du Sport. *Concilier le respect de la confidentialité et le partage de l'information: rapport déposé au comité national de concertation sur l'entente de complémentarité des services entre le réseau de la santé et des services sociaux et le réseau de l'éducation, 4 février 2005*. Québec: Gouvernement du Québec, 2006.

—. Ministère de l'Éducation, du Loisir et du Sport. *Le plan de services individualisé et intersectoriel: rapport déposé au comité national de concertation sur l'entente de complémentarité des services entre le réseau de la santé et des services sociaux et le réseau de l'éducation, 30 novembre 2005*. Québec: Gouvernement du Québec, 2006.

Québec. Ministère de la Santé et des Services sociaux. *De l'intégration à la participation sociale: Politique de soutien aux personnes présentant une déficience intellectuelle, à leurs familles et aux autres proches*. Québec: Gouvernement du Québec, 2001.

—. Ministère de la Santé et des Services sociaux. *Offre de service "Programme jeunes en difficulté"*, document de consultation. Québec: Gouvernement du Québec, May 2005.

—. Ministère de la Santé et des Services sociaux. *Un geste porteur d'avenir: des services aux personnes présentant un trouble envahissant du développement, à leurs familles et à leurs proches*. Québec: Gouvernement du Québec, 2003.

The Youth Protection Act, R.S.Q., c. P-34.1.

, academic success, health, well-being, academic success, health, well-being, academic
ess, health, well-being, academic success, health, well-being, academic success, health,
well-being, academic success, health, well-being, academic success, health, well-being,
academic success, health, well-being, academic success, health, well-being, academic suc
ss, health, well-being, academic success, health, well-being, academic success, health,
-being, academic success, health, well-being, academic success, health, well-being, acad
health, well-being, academic success, health, well-being, academic success, health, well
well-being, academic success, health, well-being, academic success, health, well-being,
, academic success, health, well-being, academic success, health, well-being, academic s