



DT9471

<b>Beneficiary No.</b>	
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## PROVISIONAL AGREEMENT Youth Protection Act

<b>Name of the institution</b>	
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Identification of the child						
Surname	Given name	Date of birth	Year	Month	Day	Sex <input type="checkbox"/> M <input type="checkbox"/> F

### Identification of parties

Ms./Mr. \_\_\_\_\_ , parent of the child \_\_\_\_\_

Ms./Mr. \_\_\_\_\_ , parent of the child \_\_\_\_\_ Name of child (14 years of age and over)

Ms./Mr. \_\_\_\_\_ , person authorized by the Director of Youth Protection

Recognizing that a report concerning the above-named child was retained for evaluation by the Director of Youth Protection, the undersigned parties agree that the following measures be applied:

The term of this provisional agreement shall be \_\_\_\_\_ **days** (*maximum 30 days*) and will be in effect from \_\_\_\_\_  
to \_\_\_\_\_ .  
(year-month-day) (year-month-day)

During this period, the Director of Youth Protection will assess the situation and the living conditions of the child and, if he is of the opinion that the security or development of the child is compromised, he will take charge of his situation and decide on the child's orientation. He may then propose to agree on a short-term intervention or on voluntary measures or referring the matter to the tribunal.

**The present provisional agreement does not constitute nor should be interpreted as an admission that the security or development of the child is compromised.**

The parties may put an end to the present provisional agreement at any time.

Changes may be made to the terms of the present provisional agreement at any time with the parties' consent.

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The parties acknowledge having been informed of their right to refuse the present provisional agreement as well as their right to consult a lawyer before accepting this provisional agreement.

The parties recognize having read the sections of the Youth Protection Act included in this form and having received a response to all their requests for information concerning this provisional agreement.

The present provisional agreement may be extended for a maximum period of 30 days if the situation so requires.

The present provisional agreement is made without prejudice to the parties' rights or eventual recourses.

A copy of the present provisional agreement is distributed to all parties.

**In witness thereof, we have signed in** \_\_\_\_\_  
(city)

\_\_\_\_\_  
Parent (year-month-day) Child (14 years of age and over) (year-month-day)

\_\_\_\_\_  
Parent (year-month-day) Person authorized by the Director (year-month-day)

**EXTENDING THE DURATION OF THIS PROVISIONAL AGREEMENT**

(The provisional agreement may be extended for a maximum period of 30 days if the situation so requires.)

Recognizing that the following situation requires the extension of this agreement:  
(Describe the situation.)

The parties agree that this agreement be extended for a period of \_\_\_\_\_ **days** (*maximum 30 days*) and will be in effect from \_\_\_\_\_ to \_\_\_\_\_.  
(year-month-day) (year-month-day)

**In witness thereof, we have signed in** \_\_\_\_\_  
(city)

\_\_\_\_\_  
Parent (year-month-day) Child (14 years of age and over) (year-month-day)

\_\_\_\_\_  
Parent (year-month-day) Person authorized by the Director (year-month-day)

**MODIFICATION OF THE TERMS OF THIS PROVISIONAL AGREEMENT**

(Changes may be made to the terms of the present provisional agreement at any time with the parties' consent.)

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The parties agree that the terms of this agreement be amended and that the following new terms will be applied:  
 (Identify the new terms.)

In witness thereof, we have signed in \_\_\_\_\_  
 (city)

_____	_____	_____	_____
Parent	(year-month-day)	Child (14 years of age and over)	(year-month-day)
_____	_____	_____	_____
Parent	(year-month-day)	Person authorized by the Director	(year-month-day)

**PROVISIONAL AGREEMENT**

## RIGHTS OF THE CHILD AND PARENTS

**Section 5.** Persons having responsibilities regarding a child under this Act and persons called upon to make decisions with respect to a child under this Act must inform him and his parents as fully as possible of their rights under this Act and in particular, of the right to consult an advocate and of the rights of appeal provided for in this Act. In the case of an intervention under this Act, a child as well as his parents must obtain a description of the means and stages of protection and rehabilitation envisaged towards ending the intervention.

**Section 6.** The persons and courts called upon to take decisions respecting a child under this Act must give this child, his parents and every person wishing to intervene in the interest of the child an opportunity to be heard.

**Section 6.1.** Persons having responsibilities towards a child under this Act and persons called upon to make decisions with respect to a child under this Act shall, in their interventions, take into account the necessity (a) of ensuring that any information or explanation that must be given to a child within the framework of this Act is given in terms that are adapted to his age and his capacity of understanding; (b) of ensuring that the parents have understood the information or explanations that must be given to them within the framework of this Act; and (c) of giving the child and the child's parents an opportunity to present their points of view, express their concerns and be heard at the appropriate time during the intervention.

**Section 6.2.** The child and the child's parents are entitled to be accompanied and assisted by a person of their choice when they wish to obtain information or when meeting the director or any person the director authorizes.

**Section 8.** The child and the parents are entitled to receive, with continuity, in a personalized manner and with the required intensity, health services and social services that are appropriate from a scientific, human and social standpoint, taking into account the legislative and regulatory provisions governing the organization and operation of the institution providing those services, as well as its human, material and financial resources.

**Section 8.1.** The child is entitled to receive, on the conditions prescribed in section 8, appropriate educational services from an educational body. Every educational body must ensure the continuity of those services for a child entrusted to an alternative living environment.

**Section 9.** Any child entrusted to an alternative living environment has the right to communicate in all confidentiality with his advocate, the director who has taken charge of his situation, the Commission, and the clerks of the tribunal.

The child may also communicate in all confidentiality with his parents, brothers, sisters and any other person, unless the tribunal decides otherwise. However, in the case of a child entrusted to an institution operating a rehabilitation centre or a hospital centre, the executive director of that institution or the person the executive director authorizes in writing may prevent the child from communicating with a person other than his parents, brothers and sisters if the executive director considers it to be in the interest of the child. The decision of the executive director must give reasons, be in writing and be given to the child and, as far as possible, to the child's parents.

The child or his parents may refer any such decision of the executive director to the tribunal. Such an application is heard and decided by preference.

The tribunal shall confirm or quash the decision of the executive director. It may, in addition, order him to take certain measures relating to the right of the child to communicate in the future with the person who is the subject of the decision or with any other person.

**Section 9.1.** When a child is entrusted to an alternative living environment, the child's contacts with persons who are important to him must be encouraged by taking his wishes into account, provided such contacts are in the interest of the child.

**Section 9.2.** The child and the child's parents have the right to have any information that concerns them and allows them to be identified, if collected under this Act, to be handled in a confidential manner and disclosed only in accordance with the provisions of this Act

**Section 9.3.** No one may, under this Act, publish or broadcast information allowing a child or the child's parents to be identified, unless the tribunal so orders or so authorizes on the conditions it determines or unless the publication or broadcast is necessary for the purposes of this Act or a regulation made

under it. Furthermore, the tribunal may, in a specific case, prohibit or restrict, on the conditions it prescribes, the publication or broadcast of information relating to a hearing of the tribunal.

## PARENTAL RESPONSABILITIES

**Section 11.4.** Parents have not only rights in respect of their child, but also obligations towards him. An intervention made in respect of a child under this Act does not deprive his parents of the rights conferred on them and does not relieve them of their obligations under the Civil Code as the persons having parental authority, unless a provision of this Act provides otherwise. Consequently, the parents, in particular, (a) have the rights and duties of custody, supervision and education of their children; (b) shall maintain their children; and (c) exercise parental authority together.

**Section 11.5.** The parents must, whenever possible, take an active part in implementing the measures designed to put an end to and prevent the recurrence of the situation in which the security or development of their child is in danger

## IMMEDIATE PROTECTIVE MEASURES

**Section 46.** If the director accepts the report, he may take immediate protective measures to ensure the security of the child for a maximum period of 48 hours even before making an assessment to determine if the security or development of the child is in danger in accordance with section 49.

If the circumstances warrant it, the director may also take immediate protective measures for a maximum period of 48 hours at any point during the intervention, whether or not a new report has been made.

As far as possible, the child and the child's parents must be consulted with respect to the application of immediate protective measures.

The director may apply the following, as immediate protective measures:

- (a) immediate removal of the child from his present environment;
- (b) entrusting the child to an institution operating a rehabilitation centre or a hospital centre, to one of the child's parents, to a person who is important to the child, in particular a grandparent or another member of the extended family, to a foster family, to an appropriate body or to any other person without delay;
- (c) (subparagraph repealed);
- (d) restricting contact between the child and his parents;
- (e) prohibiting the child from contacting certain persons designated by the director, or prohibiting those persons from contacting the child;
- (e.1) prohibiting the disclosure of specific information to one or both of the parents or any other person designated by the director;
- (f) requiring a person to ensure that the child and his parents comply with the conditions imposed on them and to inform the director if the conditions are not complied with;
- (g) applying any other measure he considers necessary in the interest of the child.

Where it is decided to entrust the child to an institution referred to in subparagraph b of the fourth paragraph, the director shall specify whether or not foster care is included in the measure. The designated institution is bound to receive the child.

**Section 47.** If the director proposes to extend the immediate protective measures and a child 14 years of age or over or the child's parents object, or if an order of the tribunal on the applicable measures is enforceable, the director must refer the matter to the tribunal, which, if it considers it necessary, orders the extension of the immediate protective measures for not more than five working days. If there is no such objection or no such order, the director may also refer the matter to the tribunal, which orders such an extension if it considers it necessary.

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The clerk may exercise the power conferred on the tribunal in the first paragraph if the judge is absent or unable to act and if a delay could cause serious harm to the child.

If the 48-hour period ends on a Saturday or a holiday, the judge and the clerk are absent or unable to act and the interruption of immediate protective measures could cause serious harm to the child, the director may extend the period until the following working day without an order.

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**Section 47.1.** If a child 14 years of age or over and the child's parents do not object to the extension of the immediate protective measures, the director may propose a provisional agreement until he decides whether the security or development of the child is in danger and, if applicable, reaches an agreement with them on a short-term intervention or on voluntary measures, or until he refers the matter to the tribunal.

The provisional agreement may cover a period of not more than 30 days, including the 10-day period provided for in section 52. However, such an agreement may be extended for a maximum period of 30 days if the situation so requires, in which case the 10-day period provided for in section 52 only applies to the extension of the agreement.

Changes may be made to the terms of such an agreement at any time with the parties' consent.

**Section 47.2.** If the director proposes a provisional agreement to the child and his parents, he must inform them that a child 14 years of age or over and the child's parents may refuse to consent to such an agreement. However, if the parents of a child under 14 years of age accept the application of a provisional agreement, the director must encourage the child to adhere to it.

The director must also inform them that they may terminate the agreement at any time and that their consent does not constitute an acknowledgement that the security or development of the child is in danger.

**Section 47.3.** The director may reach a provisional agreement with only one of the parents if the other parent cannot be found or is unable to express an opinion.

However, if the other parent comes forward during the application of the agreement, the director must allow that parent to submit observations, following which, with the consent of the parents and of the child, if 14 years of age or over, the director may make certain changes to the agreement if it is in the interest of the child to do so.

**Section 47.4.** The provisional agreement must be recorded in writing and may contain one or more of the measures applicable under section 54.

**Section 47.5.** A provisional agreement may also be proposed by the director, on the same conditions, without immediate protective measures having been taken beforehand.

### ASSESSING THE SITUATION AND DIRECTING THE CHILD

**Section 49.** If the director considers admissible the report to the effect that the security or development of a child is or may be considered to be in danger, he shall assess the child's situation and living conditions. He shall decide whether or not the child's security or development is in danger.

**Section 51.** Where the director is of the opinion that the security or development of a child is in danger, he shall take charge of the situation of the child and decide where to he is to be directed. For that purpose, before proposing an agreement on a short-term intervention or on voluntary measures, or referring the matter to the tribunal, the director shall favour the means that encourage the active participation of the child and the child's parents, if the circumstances are appropriate.

The director informs the person referred to in the first paragraph of section 39 who had brought the situation of the child to his attention that the situation has been taken in charge.

### VOLUNTARY MEASURES

**Section 52.** When proposing an agreement on voluntary measures to the parents and child, the director must, before reaching an agreement with them, inform them that parents and a child 14 years of age or over have the right to refuse such an agreement. However, he must encourage a child under 14 years of age to adhere to the agreement if the child's parents accept it.

Any agreement on voluntary measures must contain the measures most appropriate to put an end to and prevent the recurrence of the situation in which the security or development of the child is in danger.

The director must refer the child's situation to the tribunal if no agreement is reached within 10 days and the security or development of the child remains in danger.

**Section 54.** The director may propose as voluntary measures that may be included in an agreement

(a) that the child remain with his family and that the child's parents report periodically to the director on the measures they apply in their own regard or in their child's regard to put an end to the situation in which the security or development of the child is in danger;

(b) that the child and the child's parents undertake to take an active part in the application of the measures designed to put an end to the situation in which the security or development of the child is in danger;

(c) that the parents ensure that the child not come into contact with certain persons or that certain persons not come into contact with the child;

(d) that the child undertake not to come into contact with certain persons;

(e) that the parents entrust the child to other persons;

(e.1) that the parents entrust the child to a kinship foster family chosen by the institution operating the child and youth protection centre;

(f) that a person working for an institution or body provide aid, counselling or assistance to the child and the child's family;

(g) that the parents entrust the child to an institution operating a hospital centre or a local community service centre or to another body so that he may receive the care and assistance he needs;

(h) that the child or the child's parents report in person, at regular intervals, to the director to inform him of the current situation;

(i) that the parents ensure that the child receive health services required by his situation;

(j) that the parents entrust the child for a fixed period to an institution operating a rehabilitation centre or to a foster family, chosen by the institution operating a child and youth protection centre;

(k) that the parents ensure that the child attend a school or another place of learning or participate in a program geared to developing skills and autonomy and that the child undertake to do so;

(l) that the parents undertake to ensure that the child attend a childcare establishment.

For the purposes of this section, the director must, whenever possible, call upon persons or bodies active in the community where the child lives. He must also ensure that the required services are provided to the child or to the child's parents for the implementation of the voluntary measures.

Where the director proposes that the parents entrust the child to an institution operating a rehabilitation centre or a hospital centre, he must specify whether or not foster care is required.

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