



Protocol between:

**Vancouver Aboriginal Child and Family Services Society
(Hereinafter referred to as VACFSS)**

And:

**Secwepemc Child and Family Services Agency
(Hereinafter referred to as SCFSA)**

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1. INTRODUCTION

VACFSS's Mission is to provide holistic service delivery that culturally and spiritually strengthens Aboriginal families.

SCFSA's Mission is to work in partnership with families and communities, to keep them together, safe and connected to their culture.

VACFSS provides Delegated Services within a continuum of integrated and holistic services through a restorative child welfare approach under the *Child, Family, and Community Service Act (CFCSA)* including Integrated Services and the development and support of contracted residential resources and voluntary services (level C3), guardianship care for children in Continuing Care (level C4) and child protection services (level C6) to urban Aboriginal children and families who are Residents within the City of Vancouver.

SCFSA provides Delegated Services under the *CFCSA* including C3, C4 services and child protection services Level C6 of the *CFCSA* Delegation Matrix to members of the seven Secwepemc Nations; Cstalen (Adams Lake Indian Band), St'uctesmc (Bonaparte Indian Band), Skeetchestn Indian Band, Tk'emlups Indiand Band (Kamloops), Sk'atsin (Neskonlith Indian Band), Simpcw First Nations (North Thompson), Pellt'iq't (Whispering Pines/Clinton Indian Band), and within the Kamloops area.

2. PURPOSE

The purpose of this protocol is to ensure collaboration of services under the *CFCSA* and to ensure/promote cultural connections and continuity of child welfare services to Secwepemc children and families served by VACFSS. It is the intent of VACFSS and SCFSA to ensure Secwepemc children's rights to familial and cultural continuity are incorporated throughout this protocol. VACFSS and SCFSA will make every effort to achieve this goal through their partnership and best practices.

This protocol provides a framework for:

- Delivering consistent, quality services to Secwepemc children and families that are receiving services from VACFSS; and,
- Promoting best practices to ensure all decisions promote the safety and overall well-being of Secwepemc children, youth and families.

3. GOALS and OBJECTIVES

Both agencies commit to recognize and strengthen Secwepemc culture and identity, by maintaining contact with the family, extended family and the Secwepemc Nation. SCFSA and VACFSS will support Secwepemc Children in Care with VACFSS to maintain their familial and cultural roots.

The objective of this protocol is to coordinate services between VACFSS and SCFSA for Secwepemc children and families, to outline the roles and responsibilities of each respective party, to promote integrated services, to support the seamless transfer and continuity of services between service providers, and to establish communication guidelines, procedures for information sharing and cooperative planning and dispute resolution.

4. DEFINITIONS

Aboriginal - shall have the same meaning as in Section 35 of the *Constitution Act, 1982*, which recognizes and affirms the Aboriginal rights of the Aboriginal people of Canada who are the Indian, Inuit and Métis people.

Aboriginal child - means a child:

- (a) Who is registered under the *Indian Act (Canada)*,
- (b) Who has a biological parent who is registered under the *Indian Act (Canada)*,
- (c) Who is under 12 years of age and has a biological parent who:
 - (i) Is of Aboriginal ancestry, and
 - (ii) Considers himself or herself to be Aboriginal, or
- (d) Who is 12 years of age or over, of Aboriginal ancestry and considers himself or herself to be Aboriginal.

Aboriginal Operational and Practice Standards and Indicators (AOPSI) - are operational and practice standards used by Delegated Aboriginal Agencies to guide their practice, as may be amended or replaced. Standards either meet or exceed those standards established by the Ministry for Children & Family Development (MCFD).

Continuing Care Order (CCO) - means a child in the care of a delegated child and family services agency under a continuing care order, Section 50 of the *Child, Family and Community Service Act (CFCSA)*.

Child - means a person under 19 years of age and includes a youth.

Child, Family, and Community Service Act (CFCSA) - is the provincial legislation that provides authority for the provision of child and family services , inclusive of the regulations, as amended or replaced from time to time.

Child in Care – means a child who is in custody, care or guardianship of the Director under the *CFCSA*.

Delegated Aboriginal Agency - means an Aboriginal agency whose employees have been delegated authority under the *CFCSA* by the Director.

Delegated Director - means a person delegated by the Director designated by the Minister under the *CFCSA*.

Delegated Services - means those services provided pursuant to the *CFCSA*.

Delegation Matrix - means MCFD's "Delegation of Authority to Aboriginal Agencies" matrix which describes the levels of operational readiness for an Aboriginal Agency to deliver services.

Director - means the Director responsible for Aboriginal child and family service agencies, as designated by the Minister under Section 91.

Integrated Services - means Family Preservation and Reunification Services and Associated Services that are provided in coordination and for the benefit of families referred by the Child Protection, Guardianship and Resources teams. Family Preservation and Reunification Services are directly provided to clients by a Family Preservation Counsellor and are delivered primarily in the home. Associated Services includes specialized therapeutic interventions by a clinician working directly with the Family Preservation Counsellor and other specific intervention services that are provided by community partners.

Originating Agency - means the Delegated Aboriginal Agency who initiates a request for service (i.e. file transfer request, joint case management).

Parties - means parties to this protocol.

Receiving Agency - means the Delegated Aboriginal Agency who receives a request for service.

Resident - means primary parent who ordinarily resides in the Service Area. It does not include a place visited by the parent where the child/youth receives short term residential or custodial services or if the parent may be temporarily absent to:

- a) Obtain health services provided by a hospital.
- b) Attend an education or training program full time; or,
- c) Attend seasonal work.

Secwepemc Child and Family Services Agency (SCFSA) - is a fully delegated Aboriginal Agency that provides a range of services to Aboriginal families and children in seven Secwepemc communities and within the Kamloops area.

Secwepemc Member Nation - means any one of the seven Secwepemc Nations; Cstalen (Adams Lake Indian Band), St'uctesmc (Bonaparte Indian Band), Skeetchestn Indian Band, Tk'emlups Indian Band (Kamloops), Sk'atsin (Neskonlith Indian Band), Simpcw First Nations (North Thompson), and Pellt'iq't (Whispering Pines/Clinton Indian Band)

Secwepemc Nation - means an aggregate of the seven Secwepemc Nations; Cstalen (Adams Lake Indian Band), St'uctesmc (Bonaparte Indian Band), Skeetchestn Indian Band, Tk'emlups Indian Band (Kamloops), Sk'atsin (Neskonlith Indian Band), Simpcw First Nations (North Thompson), and Pellt'iq't (Whispering Pines/Clinton Indian Band).

Service Area - means the Geographical Service Area of the Delegated Aboriginal Agency.

Vancouver Aboriginal Child and Family Services Society (VACFSS) - an urban Delegated Aboriginal agency providing Delegated Services within a continuum of integrated and holistic services through a restorative child welfare approach under the *CFCSA*, including C3, C4 and C6 services of the Delegation Matrix.

5. LEGISLATION GUIDING PROTOCOL

- *Child Family and Community Services Act (CFCSA)*
- *Family Relations Act*
- *Infants Act*
- Criminal Code of Canada
- *Freedom of Information and Rights to Privacy Act*
- *Indian Act*
- *Societies Act*
- *Youth Criminal Justice Act*

- Band Council Resolutions *when applicable

6. GUIDING PRINCIPLES

- First Nation, Aboriginal and Métis communities and/or their representative agencies have a right and a responsibility to be involved in the planning for their member children and families wherever they reside.
- All decisions about transferring and/or sharing services including time frames, responsibilities and costs are based on consideration of an Aboriginal child's safety and well-being, and on the best interests of an Aboriginal child.
- Aboriginal children and families are to be consulted throughout the planning process, including transfer of guardianship services and informed when services are transferred.
- In the transfer of services, the Aboriginal child or family, the identified Aboriginal community and/or Delegated Aboriginal Agency (if applicable) are involved.
- Those who have ongoing roles and responsibilities for services to the Aboriginal child and family are provided with relevant, timely information regarding the transfer of services.
- Planning for transfer of services involves both the originating agency and the receiving agency.
- Services are transferred or shared between or amongst Delegated Aboriginal Agencies in a manner that promotes continuity of established plans and seamless service delivery to Aboriginal children, youth and families.
- Resources are developed locally to meet the needs of an Aboriginal child, unless it is in an Aboriginal child's best interest (consistent with section 71 of the *CFCSA*) to be placed in another region.
- Aboriginal families and children are entitled to timely, appropriate and consistent service within their community of residence.

7. ROLES AND RESPONSIBILITIES

VACFSS and SCFSA have a duty and an obligation to carry out their responsibility and authority according to the *CFCSA* and will adhere to the standards outlined in AOPSI, as amended or replaced.

In keeping with the general principles of the *CFCSA* and AOPSI Guardianship Practice Standard 1: Preserving the Identity of the Child in Care and providing Cultural Appropriate Services, *"The social worker will preserve and promote the cultural identity of the child in care and provide services sensitive to the child's views, cultural heritage and spiritual beliefs."*

VACFSS and SCFSA believe, adhere and commit to the following:

- Kinship ties and a child's attachment to the extended family be preserved.
- The cultural identity of Aboriginal children be preserved.
- Aboriginal people be involved in the planning and delivery of services to Aboriginal families and their children.
- Services be planned and provided in ways that are sensitive to the needs and the cultural, racial and religious heritage of those receiving the services.

8. RECIPROCAL SERVICES

Where necessary, directors agree to provide reciprocal services within their respective levels of delegation and authority, including but not limited to:

- Serving court documents pertaining to a file that is known to both agencies.
- Conducting interviews on behalf of a requesting director pertaining to a case that is known to both agencies.
- Serving notices and witnessing consents pertaining to a case that is known to both agencies.
- Conducting home studies or family assessments to facilitate a transfer of a case file.
- Supervising contacts or visits between Aboriginal children and family members.
- Meeting children/youth, guardians and or individuals who are being transported through the area by public transportation.
- Supervising/monitoring a child who is placed in a resource in the Service Area and arising from a permanency plan.
- Providing joint training opportunities for clients and staff.
- Providing cultural exchange opportunities for Children in Care.
- Other services agreed to by the directors.

The parties will respond to the request for service within their capacity to provide the service. In order to acquire services, the director requiring the service contacts the other director in writing. The director will ensure that their staff is prepared for such requests and these requests are honoured on the basis of priority of notice and need. Provision of reciprocal services does not imply transfer of responsibility or authority for the file. Within 48 hours of completion, the receiving agency carrying out the service must follow up with the originating agency and provide information regarding outcome of the service request. If the service request cannot be completed, a reason must be provided to the originating agency within 48 hours of attempting to complete the request.

9. CHILD PROTECTION AND GUARDIANSHIP

The VACFSS Child Protection Program works collaboratively with other programs including Integrated Services, Residential Resources and Guardianship to focus on prevention, support, family preservation and reunification whenever possible. When VACFSS social workers encounter Section 13 or protection concerns for children and youth, they utilize least disruptive measures in keeping children safe and connected to their family. VACFSS seeks placement of children with extended family, engage family members to participate and provide input into planning for children, and work with community agencies, key stakeholders and community members.

VACFSS seeks the use of Out of Care/Kinship options which supports relatives and extended family and community to care for children when their parents are unable to do so.

VACFSS also seeks partnerships in caring for children and through the practice of inclusive foster care that acknowledges the reality and importance of lifelong connection between children and their original families.

Specifically, in planning for children VACFSS will consider Section 71 of the *CFCSA*:

1. When deciding where to place a child, a director must consider the child's best interests.
2. The director must give priority to placing the child with a relative or, if that is not consistent with the child's best interests, placing the child as follows:
 - a) In a location where the child can maintain contact with relatives and friends;
 - b) In the same family unit as the child's brothers and sisters;
 - c) In a location that will allow the child to continue in the same school.
3. If the child is an Aboriginal child, the director must give priority to placing the child as follows:
 - a) With the child's extended family or within the child's Aboriginal cultural community;
 - b) With another Aboriginal family, if the child cannot be safely placed under paragraph (a);
 - c) In accordance with subsection (2), if the child cannot be safely placed under paragraph (a) or (b) of this subsection. In addition to the consideration of Section 71 of the *CFCSA*, VACFSS will adhere to AOPSI Guardianship Practice Standard 6: Deciding Where to Place the Child.

Where children are under the Guardianship care of VACFSS, the parties will work cooperatively at all stages of planning for the Child in Care whether it be in the process of developing comprehensive plans of care including cultural plans or at significant junctures in the child's life.

SCFSA:

- Will assist the VACFSS Child Protection or Guardianship worker in identifying relevant family to address identified risks and providing relevant information to assist in a strength based assessment of the family's capacity to safely care for the child.
- Will assist the VACFSS Child Protection or Guardianship worker in identifying local and extended family to participate in Family Group Decision Making and in the development of a collaborative and solution focussed approach to provide support to the family.
- Will assist the VACFSS Child Protection worker or Guardianship worker in identifying the child's genealogical background when requested and in locating and fostering relationships between the child and the extended family.
- Actively encourage the repatriation of a child to her/his immediate family and extended family where a suitable long term placement has been identified for the child.
- Will assist VACFSS staff where possible, in facilitating Indian registration under the *Indian Act*, where entitled and in obtaining membership status from a Secwepemc Member Nation.
- Will assist the Guardianship worker in providing exposure to and inclusion of children in cultural events consistent with their heritage and to seek information that provides the child with their history as a Nation and as a community.
- Will assist VACFSS in identifying resource people from the Secwepemc Nation in Kamloops, Vancouver and in the Lower Mainland that can facilitate learning about their culture.

SCFSA agrees to provide community contacts such as the following Band social workers, which work directly in Secwepemc communities:

TK'EMLUPS INDIAN BAND

PHONE: 250-828-9700 FAX: 250-372-8833

#200-330 Chief Alex Thomas Way, Kamloops, BC V2N 1H1

Contact: Sandra Seymour E-mail: sseymour@kib.ca

BONAPARTE INDIAN BAND

PHONE: 250-457-9624 FAX: 250-457-9550
PO Box 669, Cache Creek, BC V0K 1H0
Contact: Delores Shintah Email: socialdevelopment@bonaparteindianband.com

ADAMS LAKE INDIAN BAND

PHONE: 250-679-8841 FAX: 250-679-8813
PO Box 588 Hillcrest Road, Chase, BC V0E 1M0
Contact: Nancy Tarrant

NESKONLITH INDIAN BAND

PHONE: 250-679-3295 FAX: 250-679-5306
PO Box 318, Chase, BC V0E 1M0
Contact: Susie Christie

SIMPCW FIRST NATIONS

PHONE: 250-672-9995 FAX: 250-672-5858
PO Box 220, Barriere, BC V0E 1E0
Contact: Carmen Hance Email: carmen.hance@simpcw.com

Skeetchestn Indian Band

PHONE: 250-373-2493 FAX: 250-373-2494
PO Box 178, 330 Main Dr, Savona, BC V0K 2J0
Contact: Gina Carnegie Email: socdev@skeetchestn.ca

Whispering Pines/Clinton

PHONE: 250-579-5772 FAX: 250-579-8367
615 Whispering Pines Dr., Kamloops, BC V2B 8S4
Contact: Andrea LeBourdais Email: andrea.lebourdais@gmail.com

VACFSS:

- Will provide SCFSA with a listing of children from Secwepemec Nation in the care of VACFSS, on or before April 1st of each year. The listing will also identify the child's VACFSS social worker and contact information.
- Will consult with children as per the rights of children as outlined in Section 70(1) of the *CFCSA* which states children have a right to be consulted and to express their views, according to their abilities, about significant decisions affecting them.
- Will consult with SCFSA in identifying local and extended family to participate in Family Group Decision Making and in the development of a collaborative and solution focused approach to provide support to the family.

- Will consult with SCFSA in identifying the child's genealogical background and in locating and fostering relationships between the child and the extended family.
- Will actively support the repatriation of a child to her/his immediate family and extended family where a suitable long term placement has been identified for the child.
- Ensure child is registered under the *Indian Act*, where entitled, and has membership status or can be considered for membership status with his/her community.
- Will support/encourage caregivers in providing exposure to and inclusion of children in events consistent with their heritage and seek information that provides the child with their history as a Nation and as a community.
- Will maintain a list of resource people from the Secwepemc Nation residing in Kamloops, Vancouver and in the and Lower Mainland that can facilitate learning about their culture.

VACFSS will consult with SCFSA when identifying the following permanency options for their children:

- Section 54.01 and 54.1 of the *CFCSA*, which allows for the transfer of a child from the Director to a person other than a parent.
- Adoption plan for a child that has been identified in order to formalize a process to be followed
- The transfer of guardianship of a CCO to another delegated agency where a long term placement has been identified based on the permanency requirements of a child as per Section 71 and where the required financial resources for residential care can be secured on behalf of the child

VACFSS agrees to provide the following Managers as the agency contacts:

Nazeem Ratanshi, Manager, Child Protection

471 East Broadway, Vancouver, BC V5T 1W9

Phone: (604) 875-4559 Fax: (604) 778-3381-4515 Email: nazeem_ratanshi@vacfss.com

Donald Robertshaw, Manager, Residential Resources

3284 East Broadway, Vancouver, BC V5M 1Z8

Phone (604) 875-6151 Fax: (604) 215-0273 Email: donald_robertshaw@vacfss.com

Holly Anderson, Manager, Guardianship

3284 East Broadway, Vancouver, BC V5M 1Z8

Phone (604) 875-6115 Fax: (604) 215-0273 Email: holly_anderson@vacfss.com

10. INTEGRATED SERVICES

VACFSS delivers non-residential Integrated Services which includes Aboriginal Family Preservation and Reunification services and Associated Services to children, youth and their families across the City of Vancouver as part of the continuum of integrated Delegated Services.

Family Preservation and Reunification Services provides goal-oriented home-based services with multiple components to prevent out-of-home placement and reduce risk of maltreatment. Services are strengths based and are intended to engage with families in crisis and to assist them in improving family functioning, increasing safety in the home, and keeping children connected to their families.

Services are delivered through immediate response work to address crisis and support, concrete needs to stabilize the family, intensive individual family support, group work within the context of facilitating a healing journey and cultural events to enhance identity and exposure to Aboriginal teachings.

Associate Services are designed to enhance the work undertaken by the Family Preservation and Reunification teams, Services are provided by community partners with the intent of providing highly specialized and specific intervention for families and children.

VACFSS will offer their Integrated Services to Secwepemc Nation families living in Vancouver as referred by the Child Protection, Guardianship or Resources delegated social worker.

11. FILE TRANSFERS

File transfer procedures according to the Case transfer and Joint Case Management Practice Directive (#2012-04) shall be followed by the parties.

For a child or family who requires services or supports, the Service Area where the child/youth currently resides is responsible for providing those services. VACFSS will accept referral and case transfer for Secwepemc families who are Resident in Vancouver.

VACFSS will not accept transfer for Secwepemc children who are temporarily placed in Vancouver.

The supervisors of the respective parties must agree on the reason for transfer, timing of the transfer and resources needed and available to support the child/youth or family.

If the supervisors disagree with the plans to transfer the case, the supervisor must respond to the supervisor of the Originating office as soon as possible and no later than within two days of the request to transfer, to discuss and provide in writing the concerns with the transfer and to negotiate a solution. If the matter cannot be resolved, the file transfer dispute resolution process shall commence within four days of the request to transfer the file.

The continuity of child welfare services to children, youth, families and collaboration amongst Delegated Staff are paramount when transferring and jointly managing a case between Service Areas. All service providers shall work together to ensure the safety, well-being of a child, regardless of which Delegated Aboriginal Agency holds responsibility.

The timely provision of services to children and families is not delayed due to budget restrictions, documentation delays or other administrative issues.

12. JOINT CASE MANAGEMENT

Joint Case Management procedures according to the Case transfer and Joint Case Management Practice Directive (#2012-04) shall be followed by the parties.

The supervisors of each agency must agree upon the proposed plan for joint case management and assign a lead or secondary worker.

The lead worker is responsible for the overall management of the case including all decisions and file management.

The lead worker retains the physical file while the secondary worker sends records generated or received to the office of the lead worker.

In situations where the child/youth is an out of care placement, the lead worker and the secondary worker determine who will take responsibility for providing services to the parents and for supporting and monitoring the care provider and the child/youth.

The worker where the child/youth and family is located is responsible to take actions necessary to keep the child/youth safe. Wherever possible this is done in consultation

with the other worker who has joint case management but the consultation must not delay the provision of these necessary services.

The worker in the initiating office for the joint case management contacts the new worker within two days of the supervisor's decision to:

- Share relevant information regarding the risks to the child and collaborate.
- Confirm the lead and secondary workers to discuss roles and responsibilities.
- Discuss the provision of service to the family and the plan to keep the child/youth safe.
- Discuss how to involve the child/youth and family in planning.
- How to involve the child's extended family and community.
- Write a plan for how regular communication occurs between the two workers.

13. INFORMATION SHARING

Each agency agrees to facilitate the sharing of information within the context of confidentiality, respect for the client and within applicable legislation, policy and standards. As a general rule, personal information is shared with the consent of the persons who are the subject of the information. To the extent permitted or required by legislation, personal information may be shared without the person's consent in situations involving the protection of a child or services on behalf of a Child in Care.

Parties may access information from each other in the following way:

- One to one contact – social workers and team leaders/supervisors may share information for the delivery of coordinated services.
- In case conferences – parties may share information that contributes to effective case management of shared responsibilities.
- Through participation in joint team meetings to plan, manage, distribute and problem-solve caseload responsibilities.
- Through participation in joint professional development, training or information sharing workshops/classes/events.
- By discussing the "need to know" considerations in consultation with responsible parties' social worker and/or team leader/supervisor.

14. REPORTS OF SUSPECTED CHILD ABUSE AND NEGLECT

Staff from both parties, who have reason to believe that a child has been or is likely to be physically harmed, sexually abused or sexually exploited, or needs protection due to the specific circumstances outlined in Section 13 of the *CFCSA* are legally responsible to

report the matter to the Delegated Social Worker located in the Service Area where the child resides.

The *CFCSA* Section 14 Duty to Report applies to everyone, including service providers, family members and the general public.

15. FINANCIAL AND BUDGET ISSUES

Parties will discuss and determine financial arrangements required for facilitating the service plan for the child in accordance to VACFSS and SCFSA established policies and procedures, and as identified in discussions.

16. COLLABORATIVE DISPUTE RESOLUTION

In matters of dispute around manner of service provision, the safety and well-being of the child will take priority over the course of resolving disputes.

Disputes should be resolved at the level in which they occur following a process that clearly addresses the basis of the dispute. When a dispute arises, direct discussion between the individuals for whom the dispute has arisen will be the first course of action. If required, a letter clarifying the issue and the rationale of the individual raising the concern shall be completed. If the matter cannot be resolved at the level at which the dispute occurred, the supervisors and/or manager of those involved will endeavour to resolve it.

Only after the above process has been exhausted should the matter be referred to the CEO/Executive Director of the agencies involved. Any procedural issues or questions of jurisdiction that arise between the two agencies will be addressed by CEO/Executive Director of the agencies.

Issues that remain unresolved can be referred to a mediator agreed upon by all Parties. Any cost associated with this will be funded jointly by both agencies.

17. LIABILITY

The parties agree that Section 101 of the *CFCSA* applies to the Delegated Staff of VACFSS and SCFSA in the exercise of delegated authority.

No person is personally liable for anything done or omitted in good faith in the exercise or performance or intended exercise or performance of a:

- (a) Power, duty or function conferred by or under this *Act*, or
- (b) Power, duty or function on behalf of or under the direction of a person on whom the power, duty or function is conferred by or under this *Act*.

18. COMMITMENT TO AND IMPLEMENTATION OF THE PROTOCOL

Each party agrees to work co-operatively with each other to facilitate continuity and minimize disruption in the delivery of services under this protocol to the extent permitted by legislation and policy.

Both parties are responsible for ensuring that the staff of their organizations receive training and have implemented the protocol.


Either party to this agreement may request in writing a meeting to clarify a specific section of this protocol. Any revisions agreed to must be stated in writing and attached as an appendix and then incorporated into the body of the protocol.

The parties agree to meet annually to review the care plans of the children in care with VACFSS or at other intervals agreed upon to review all matters with respect to interpretation, implementation; updating of information, local resources and contact information.

19. TERM OF THE AGREEMENT

This protocol will take effect on the date of signing for a term of 5 years.

20. SIGNATORIES



Executive Director on behalf of SCFSA



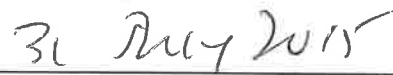
Chief Executive Officer on behalf of VACFSS




Witness



Witness



Date



Date