



*A Voice for Youth*

## **Investigative Report**

*of the*

Oyate ataya WaKanyeja OwicaKiyapi Inc.

### **(Oyate) Safe House**

Regina, Sask.

September, 2006



*A Voice for Youth*

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September 2006

The Honourable P. Myron Kowalsky  
Speaker of the Legislative Assembly  
129 Legislative Building  
REGINA SK S4S 0B3

Dear Mr. Speaker:

I have the honour of submitting to you and to the Members of the Legislative Assembly, in accordance with Section 30.1(3) of *The Ombudsman and Children's Advocate Act*, the Children's Advocate's Investigative Report of the Oyate ataya WaKanyeya OwicaKiyapi Inc. (Oyate) Safe House, Regina, Saskatchewan.

Respectfully submitted,

A handwritten signature in black ink that reads "Marvin M. Bernstein". The signature is written in a cursive style.

Marvin M. Bernstein, B.A., LL.B., LL.M.  
Children's Advocate  
Province of Saskatchewan

MMB/pdf  
Attachment

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## **EXECUTIVE SUMMARY**

Oyate ataya WaKanyeja OwicaKiyapi Inc. (Oyate) is a safe house in Regina, Saskatchewan for children that are 12 – 15 years of age and who are victims of sexual exploitation on the street or are at imminent risk of being sexually abused.

The Oyate Safe House became operational on March 26, 2003 and continued until operations were voluntarily suspended on April 13, 2006 pending the outcome of the investigations of the Provincial Auditor of Saskatchewan and the Children's Advocate Office (CAO).

On March 1, 2006, the CAO received a request to investigate the operations of Oyate and the associated responsibilities of the Department of Community Resources (DCR) to the safety and well being of children residing at Oyate.

The CAO provided notice of its intention to investigate these allegations to both DCR and Oyate on March 3, 2006 and began its investigation forthwith.

While the CAO and the Provincial Auditor cooperated to facilitate the investigative process, the respective investigations were independent of each other and are specific to the legislative mandates and authority of these Offices.

The detailed text of the CAO findings and corresponding recommendations are set out in this report, but are summarized as follows:

### **Oyate**

- The program, as proposed in the Regina Treaty/Status Indian Services (RT/SIS) RFP (Oyate) proposal, was not implemented.
- Oyate was not in compliance with the terms and conditions of the Service Agreement.
- The Oyate program and staff were unable to meet the needs of the children on a consistent basis and the children's safety and well being were placed at risk.

### **Department of Community Resources**

- DCR did not take corrective action to remedy Oyate's Service Agreement breaches which had a significant impact on the quality of service and programming at Oyate.
- DCR failed in its responsibilities with regard to the children in its care, resulting in children not being provided the service and protection to which they are entitled.

In addition, a number of issues surfaced during the course of the CAO's investigation that are systemic in nature. These systemic issues have been reported in **Beyond 'at Risk' Children**, The Children's Advocate **Beyond 'at Risk' Children** Systemic Report regarding Oyate (**Beyond 'at Risk' Children**) contain specific recommendations. These issues include:

- The cumulative negative effect of leaving children in chronic situations of abuse and neglect over long periods of time and the long-lasting detrimental effects on their safety and well-being.
- The need for a full continuum of services accessible to sexually exploited children regardless of age.
- The need for child-focused, family-centred legislation that can be interpreted in a culturally sensitive way to ensure the best interests and well-being of children, particularly in case planning and service delivery for children in care.
- The detrimental effect on services to sexually exploited children due to inappropriate language and attitudes in the service system.

Additionally, during this investigation by the CAO, it became apparent that there was neither a shared vision, nor shared service delivery principles between the Department of Community Resources and the Oyate Board. This finding was significant and requires a solution that incorporates a principle of collaborative partnership. This issue is addressed more completely in the **Beyond 'at Risk' Children** Report.

These systemic issues require further analysis, as they were beyond the scope of this investigation. The Children's Advocate believes that these broader issues warrant specific attention as they have implications with regard to the best interests and well-being of sexually exploited young persons in Saskatchewan and thus has produced an additional report on the subject of sexually exploited children that addresses each of these issues with specific recommendations.

The investigative findings and recommendations specific to the operation of Oyate is contained within the Children's Advocate Investigative Report.

## **Why a Safe House?**

*A Special Committee to Prevent the Abuse and Exploitation of Children through the Sex Trade* (Special Committee) was created in December 1999 to address

the unacceptable prevalence of sexual exploitation of children in Saskatchewan cities and rural areas.

The Special Committee report (June 2001) contained 49 recommendations grouped into four categories: deterring offenders, protective services for children and youth, root causes and prevention/early intervention. The Special Committee identified that children sexually exploited on the street are victims with rights and entitlements to services. In support of this finding, the Special Committee made the following recommendation:

*“The Committee recommends that every child who is on the street and at risk of sexual abuse or suffering sexual abuse should be guaranteed the right to services in a timely and coordinated way including a safe place to stay, medical care, addictions treatment, counseling for abuse, help in making the return to school, and lending assistance to children to make effective steps towards recovery.”*

As a means to access these rights, the Special Committee recommended a voluntary safe house program as an important transition for children to exit the street. They saw a need for a safe house providing emergency assessment, counseling and appropriate treatment referrals in a safe and nurturing environment to children attempting to exit the street. A stay of one to two months was expected to provide an opportunity to assess the child's needs and institute an intensive case plan “to facilitate a start being made on the child's exit from the street” (p29). The Committee made the subsequent recommendation:

*“The Committee recommends that one publicly funded voluntary safe house for children under 18 years of age who have been sexually abused on the street or are at high risk of becoming involved in the sex trade, should be funded in both Regina and Prince Albert. The Saskatoon Safe House facility operated by the Saskatoon Tribal Council should continue to be supported by the province. The respective Tribal Councils in the Regina and Prince Albert region should be full partners in the establishment and operation of their safe houses.”*

The Committee's report and recommendations led to the creation of a safe house in the Regina region.

## **Why Oyate?**

A Safe House Management Committee, comprised of members from the Department of Social Services (now Department of Community Resources (DCR)), Safety Services and the Federation of Saskatchewan Indian Nations, was established for the purpose of developing a safe house in Regina. The

Government of Saskatchewan allocated \$300,000 to establish a safe house in this region and committed to the operation of the safe house and program having significant First Nations involvement.<sup>1</sup>

A Request for Proposals (RFP) was made soliciting qualified organizations to submit proposals to establish a Safe House for the Regina region.

The Regina Treaty/Status Indian Services Inc. (RT/SIS) submitted a proposal to the Regina Safe House Management Committee to operate a culturally sensitive coed safe house for children, aged 12 -15 years old, who are being or at risk of being, sexually exploited on the streets of Regina. RT/SIS operates under the First Nations of the Touchwood Agency and the File Hills Qu'Appelle Tribal Councils.

The Regina Safe House Management Committee awarded the Safe House to RT/SIS.

The safe house is a voluntary, non-secure facility wherein children are provided a safe place to live and encouraged to stay, but are not forcibly confined to the facility. While other Departments do operate secure youth facilities for other reasons, i.e. those convicted of criminal activity and/or addictions, all DCR residential group homes are voluntary facilities.

## The Oyate Safe House

Following the awarding of the contract to RT/SIS, DCR signed a service agreement with RT/SIS and subsequent service agreements were signed between the Department and **Oyate ataya WaKanyeja OwicaKiyapi Inc.** (Oyate). Oyate was established by the First Nations of the Touchwood Agency and the File Hills Qu'Appelle Tribal Councils and a separate Board of Directors was created to provide governance to the Oyate safe house.

The operation of the Oyate was to be based on the commitments made in RT/SIS's proposal in response to the RFP issued by the Safe House Management Committee. The Service Agreement subsequently signed between Oyate and the Department formalizes the understanding contained within the RFP response.

On March 26, 2003 Oyate began operations and on July 2003, the Oyate Safe House opened a coed five bed residential service in a temporary location in

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<sup>1</sup> <http://www.gov.sk.ca/releaes/2002/03/22-183-attachment.html>

Regina. An Agreement between Oyate and the File Hills Qu'Appelle Tribal Council was signed to obtain financial and human resource support.

Oyate now operates out of a permanent site on the outskirts of Regina. The permanent facility is made possible by an arrangement with the Cowessess First Nation, capital funding from Human Resources and Skills Development Canada and a grant in the form of a forgivable loan from the Saskatchewan Housing Corporation.

In May 2004, DCR suspended referrals to Oyate for seven days as a result of concerns regarding quality of care. There is no indication that corrective action was taken to overcome these concerns; however, placement of children resumed following the seven day suspension.

Operations were again suspended on April 13, 2006, this time voluntarily by the Board of Directors of Oyate pending the outcome of the investigations conducted by the Children's Advocate Office and the Provincial Auditor.

## **Children's Advocate Investigation**

On March 1, 2006, the Children's Advocate received a request to investigate allegations concerning the safety and well-being of children housed at the provincial government funded **Oyate ataya Wakanyeja OwicaKiyapi Inc.** The request referred to a CBC television report that aired on February 28, 2006, alleging that Oyate did not follow procedures designed to protect the sexually exploited children in its care and that the provincial government was aware of the concerns and did not take corrective action. Further, allegations were made that the government did not meet its obligation to ensure that Oyate was achieving its goal with the provincial funding provided to it.

The Children's Advocate gave notice of his intention to investigate to the Department of Community Resources and Oyate pursuant to Sections 12.6(2) (b) and 20(1) of *The Ombudsman and Children's Advocate Act* on March 03, 2006. (*Appendix A*).

The Children's Advocate is an independent officer of the Legislative Assembly who has the authority to receive, review and investigate any matter that is brought to his attention relating to the well-being and interests of children receiving services from government and may release reports in this regard that are in the public interest.

The Children's Advocate and Provincial Auditor agreed to conduct independent investigations and to work cooperatively in order to expedite the investigation and reduce the amount of duplication of material, time and resources.



## **Objectives of the CAO Investigation**

The Children's Advocate Office (CAO) investigation focused on concerns regarding the safety of the children and their service entitlements. The CAO reviewed Oyate and the DCR case files and conducted interviews with staff, Board members and residents to determine whether the services provided to the child residents were:

- In accordance with the Service Agreement (Appendix B) signed between DCR and the Oyate Safe House.
- In accordance with DCR policy.
- In accordance with the best interests and well-being of the children.

Throughout its operation, a total of 47 children resided at Oyate. The CAO was initially advised of 44 children. During the course of the investigation and file review, the CAO determined the names of three additional children. These additional files were not considered during the course of the investigation; however their status and age at the time of residence are included in the statistical analysis.

The CAO investigation reviewed:

- 39 DCR family services, 28 DCR child care files and 26 Oyate resident files.
- Oyate staff communication records.
- Interviews with 11 DCR staff, 6 current and former Oyate staff, 2 Oyate Board members (including the Chair of the Board) and 3 community agency representatives.
- Eleven former residents.

The CAO investigative plan focused on areas of service delivery arising from the legal and fiduciary relationship between DCR and the children in its care, the service agreement between DCR and Oyate, the quality of service and programming, and the alleged concerns.

The files were reviewed for the purpose of addressing DCR's obligations to the children in its care and receiving services from Oyate, as well as Oyate's obligations to the children receiving its services.

## **Provincial Auditor Special Investigation**

On March 9, 2006, the Standing Committee on Public Accounts asked the Provincial Auditor to carry out an immediate special investigation of the services,

administration and operations of Oyate. The Provincial Auditor undertook a special assignment to investigate the services, administration and operations of Oyate including any allegations of wrong doing. This included an examination of DCR practices to supervise Oyate's oversight practices, control processes and compliance with the law.<sup>2</sup>

The Provincial Auditor Saskatchewan (PAS) reviewed the Oyate Board practices, as they relate to Oyate operations, and the safeguarding of public funds. PAS reviewed compliance with the service agreement and the law, the safeguarding of funds received from DCR and the intended use of said funds.

The PAS found that although Oyate was appropriately incorporated and licensed, it did not meet its legal obligations, bylaws (conflict of interest guidelines, Code of Conduct and record of meetings and decisions) or the service agreement with respect to the provision of financial statements.

PAS found that Oyate practices were not adequate to oversee operations and to safeguard the funds, and did not comply with governing legislation, the service agreements or policies of the Board of Directors and DCR. Further, the PAS found that DCR did not use adequate practices to supervise Oyate activities to ensure that Oyate complied with the service agreement, safeguarded the money it received or used the money only for the purposes intended. For the findings and conclusions reached by the Provincial Auditor see [www.auditor.sk.ca](http://www.auditor.sk.ca)

## **DCR Internal Report on Oyate Management and Operations**

The DCR *Oyate Management Report (OM Report)* completed in April 2006, describes Oyate as a 'developing residential resource. The report identifies Oyate as having been developed as a resource in the community "to provide a safe residence and an opportunity for children and youth... to exit the sex trade..." It is viewed as a critical component of a comprehensive response to child sexual exploitation.

The *OM Report* speaks to the concerns raised about Oyate ranging from nepotism in hiring; physical incidents between staff members and an alleged sexual assault of a resident by staff member; staff assisting with inappropriate community contact between a resident and her boyfriend; Oyate residents 'working the street' while residing at Oyate and financial irregularities and programming issues. Further, allegations by former Directors of inappropriate board interference in human resources and program decisions are identified.

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<sup>2</sup> Provincial Auditor Saskatchewan, "Report to the Standing Committee on Public Accounts of the Legislative Assembly of Saskatchewan Regarding Oyate ataya WaKanyeja OwicaKiyapi, Inc. June 2006

The *OM Report* also acknowledges awareness of the issues and challenges being faced by Oyate as a new community based organization (CBO) that is developing a new program. The *OM Report* also identifies the strengths and limitations of Oyate. The strengths include dealing with a myriad of difficult health and behavioural issues presented by this client group and offering First Nations' philosophy and values and evidence of a family-centred philosophy. Personnel and administrative issues were identified as limitations.

The *OM Report* found that Oyate did not comply with the submission of financial statements and information in accordance with the Service Agreement. Further, the *OM Report* confirms concerns over service delivery as a result of staffing turnover and role confusion, as well as issues relating to the role of one Board member, and Board governance.

The *OM Report* advises of a perceived resistance from the Board to assistance with service delivery and identified that a fundamental philosophical difference exists between Oyate and DCR's approach to program design.

DCR recognizes that there must be a strengthening of the partnership between the Department and Oyate and is requesting the Oyate Board to work on a joint assessment of its operations to determine how to renew the vision and mission of Oyate to ensure that its goals and expectations mesh with the legislative mandate, goals and objectives of the service requirements for children who have been sexually exploited.

There are many concerns identified in the *OM Report*, culminating in the quote "The department does not have ongoing confidence that Oyate has developed the appropriate role authority, boundaries, structure and routines at Oyate for managing a high needs population of youth." Although DCR did provide training and some case worker support, the CAO investigation found that DCR failed to take adequate corrective action and allowed the breaches to continue and the issues to escalate.

## **Oyate's Commitments**

In the Request For Proposals, the proposed operation of Oyate is outlined through a series of program proposals and commitments contained within the RT/SIS Safe House proposal to the Safe House Management Committee that include:

- "develop, plan and implement a First Nations holistic healing model to deal with the issues of sexual exploitation of children".
- "operate a culturally sensitive safe house for children aged 12 – 15 years old that are being sexually exploited or are in danger of being sexually exploited".

- “before clients are sent to the Safe House they have to have parental permission. Also, Mobile Crisis and the Department of Social Services will have to be contacted’.
- “Criteria for referral to the Safe House will include the following:
  - Must be 12 – 15 years old.
  - Must be or be at risk of becoming involved in the sex trade.
  - Children who are outside the age parameters may be admitted with the approval of the Safe House coordinator and Director of RT/SIS”
- Admission Procedure – “Caseworkers will complete and file intake forms for each client”.
- “A Resident Orientation Manual will be developed and given to each client upon arrival”. This manual was to “outline the policies and procedures pertaining to contact between the safe house and youth” and other issues including the “policy on drugs; alcohol and needles in the facility”.
- “Each client will be assigned to a primary caseworker and a secondary worker”.
- “The primary worker will ...develop a long-term plan with him or her”.
- “It is the primary worker’s responsibility to:
  - Arrange and attend case conferences.
  - Schedule referral appointments in consultation with the client.
  - Be a liaison with other agencies.
  - Update and maintain the client’s file.
  - Consult with the Safe House team and professionals to set long and short-term goals for the client, which should include a discharge plan.
  - Monitor clients’ medical assistance at the Safe House, observe their families’ ability to adhere to house rules, and record any other helpful observations.
  - Write any report that will facilitate the health and well-being of the child”.
- Discharge – “A caseworker will fill out the discharge form and the client will sign for the release of personal property”.
- If someone leaves the Safe House while still a client, and does not return for 24 hours, Mobile Crisis, Safety Services and the referring agent will be notified”.
- “Program policies will be developed and presented in a manual for staff and clients to follow”.
- “Personnel policies will be developed to address the conduct and general behaviour of employees...mandatory employment requirements...”.
- “The cultural and spiritual foundation of the program will be the First Nations Sacred Way of Life program...guided by an elder’s council”.

Job descriptions for the positions for the Outreach worker, Caseworker and Coordinator were attached to the RFP.

- “a condition of employment for the coordinator position is to have a Degree of Indian Social Work. All employees will be certified in CPR, First Aid, suicide intervention and crisis intervention”.

These job descriptions indicate a level of competency needed to deal with sexually exploited children. During the course of our investigation, the CAO found that the staff did not have the competency required to meet the standards committed to in the RFP response.

The Provincial Auditor has commented on the RFP, process and selection of the successful bid in his independent Report (see [www.auditor.sk.ca](http://www.auditor.sk.ca)).

In terms of the quality of service and program, had Oyate been able to deliver the service and program proposed in the RFP, the CAO may have been able to comment on the caliber of services and programming at the Oyate Safe House. Unfortunately, the CAO investigation found no evidence of the capacity of Oyate or its Board to deliver the program proposal presented as part of the RFP that led to the successful selection of the Oyate bid.

## **Operational Plan and Management of Oyate**

### **The Service Agreement**

DCR's mandated responsibility is to protect children pursuant to *The Child and Family Services Act (CFSA)*. For the most part, this service is provided by employees of the government who have been appointed as Officers under the *CFSA*. Under section 59 of the *CFSA*, the Minister responsible for child welfare services has the ability to enter into service agreements for the purpose of carrying out duties and functions assigned to him. These agreements are made with various community based organizations (CBOs) who then become partners in the continuum of care available to children in need across the province. For those children in the care of the Minister the services are provided by the CBO, but the ultimate responsibility for the safety and well-being of the children remains the obligation and responsibility of the Minister.

This point became more significant during the course of the CAO investigation as 44 of the 70 admissions to Oyate were for children identified as “children in care”. It would appear that the Department was fully aware of its obligations under the *CFSA* and intended to define service delivery in this manner at the Oyate Safe House.

1. Finding: That Oyate did not deliver adequate services to sexually exploited children.

Remark: For all intents and purposes, the Service Agreement captures the commitments made to the Safe House Management Committee contained within the successful RFP bid that established the parameters of the program and operations of the Oyate. The Service Agreement clearly speaks to the quality of the programming, services and employee qualifications that will be provided to children residing at Oyate.

The Service Agreement between DCR and Oyate contained twenty-one areas in which Oyate was to undertake responsibilities in its delivery of services to children placed under its care. For each of the core areas of responsibility which Oyate had under the Service Agreement, information is provided respecting the findings of the CAO. In addition to interviews with DCR and Oyate staff, 26 of 47 Oyate resident files were reviewed. The key elements of quality program criteria are highlighted in the following analysis (the full Service Agreement is appended to the CAO Report in Appendix A).

## **Obligations of Oyate under the Service Agreement**

A. The Agency shall:

**“employ staff as identified in Appendix A (of the Service Agreement) to deliver the services and meet program objectives as outlined in the Agency’s application to the department for funding.”**

2. Finding: That Oyate did not meet its obligation to staff the facility with personnel capable of delivering the services and meeting the program objectives.

Remark: The RFP proposal that was accepted and formed the basis of Oyate contained job descriptions of the Executive Director and Case Workers (see Appendix B). Oyate had job descriptions but it is unknown whether they were approved by the Oyate Board. What we do know is that the criteria to be met within these job descriptions are high and would require a level of education, training and professionalism that was not demonstrated to the CAO through interviews with staff, the Board or in review of the case files at Oyate.

This is of significant concern to the CAO as the quality of personnel is an integral part of service delivery and programming capabilities of the facility and has a significant impact on the quality of care and service provided to the children.

The Oyate Board Chair acknowledged to the CAO that staff were hired without formal training and were not prepared to deal with challenges these children presented.

In his independent report, the Provincial Auditor addresses certain hiring policies and practices. (see [www.auditor.sk.ca](http://www.auditor.sk.ca))

B. The Agency shall:

**“operate a temporary shelter for children 12-15 years of age who are victims of sexual exploitation on the street or are at imminent risk of being sexually abused. On an exceptional case basis, consideration may be given by the Agency to admit children who are under the age of 12 years”.**

3. Finding: That Oyate provided services beyond the parameters of the Service Agreement.

Remark: By definition, Oyate was to be a place of safe shelter with an objective to help sexually exploited children overcome and exit this exploitation. While Oyate security was enhanced with the building of the new Safe House outside the city limits of Regina, a number of program, staffing and service delivery concerns identified continued to persist throughout its operation. These concerns include Oyate's failure to report protection concerns; frequent running of residents; physical conflict between Oyate staff in front of residents; allegations of physical and sexual abuse of residents by staff; conflict between residents; and lack of security for preventing contraband in Oyate.

The file review indicated that seven children placed at Oyate were either known or suspected of sexually exploiting children. While it is acknowledged that these children were also victims and in need of services, the concern is that due to a lack of a continuum of services these children's placement may have compromised the safety of the other children, particularly the children who were known to be 'at risk' of being sexually exploited. These issues were further exacerbated by the lack of appropriate education, skills and training of Oyate staff to address the myriad of needs of these high risk, high needs children. The CAO is concerned about the lack of a screening protocol that would determine appropriateness of placement.

Nine of the 47 children placed at Oyate were over the age of fifteen which is outside the age of service. Four of these nine were not documented to be either sexually exploited or at risk of being sexually exploited. There were also three within the 12-15 age group who were also not

documented to be either sexually exploited or at risk of being sexually exploited. Consequently, Oyate was providing services to children beyond its intended purpose and in contravention of the Service Agreement.

However, all sexually exploited children under the age of eighteen are entitled to protection, safety and residential care resources commensurate with their assessed needs and protection concerns. With a lack of resources available for 16 and 17 year olds, the continuum of services to sexually exploited children remains incomplete and excludes a significant portion of sexually exploited children.

The age restriction and continuum of services for 16 and 17 year olds that constrains the delivery of services to sexually exploited children contained within the Service Agreement is of significant concern to the Children's Advocate. The need for screening criteria and a full continuum of services is discussed in more detail in the systemic issues report **Beyond 'at Risk' Children** (see the CAO website [www.cao.sk.ca](http://www.cao.sk.ca)).

4. Finding: That Oyate staff did not prohibit the sexual exploitation of children in its care.

Remark: While there is no written documentation on the Oyate or DCR files that residents were knowingly taken by staff to boyfriends, pimps or other inappropriate places during their placement, collateral interviews conducted by CAO found that such incidents occurred, albeit unknowingly, due to a lack of awareness and experience on staff's part in working with this high risk and complex group of children

5. Finding: That Oyate did not prevent dangerous articles and drugs from entering the home.

Remark: There is a need to prevent drugs and alcohol from entering the safe house to ensure the safety of other residents. Access to these substances renders the house unsafe to those attempting detoxification or a change in their lifestyle. Collateral interviews and investigative reports from the Regina Children's Justice Centre indicate that residents would run and return to the facility with drugs and weapons that could have caused safety concerns for other residents. However, no incidents of safety concerns are recorded in the Oyate files.

C. The Agency Shall:

**“design and implement an integrated, family-centred case management process that will address the safety needs of the**



**child; assess and respond to their developmental, educational, medical, cultural and family needs; maintain appropriate family relationships and supportive involvement; strengthen cultural awareness, provide access/refer child to community-based resources and helping services, and ensure that the child and family participate fully in all planning decisions”.**

6. Finding: That Oyate did not document an integrated, family-centred case management process.

Remark: During this investigation, the CAO did not find consistent evidence of a formal case management process or program at the Oyate Safe House. It appears that any planning was ad hoc, on a daily activity basis and dependent on the individual Oyate staff's education, experience and their ability to connect with the residents at the Safe House. For those under DCR care, the Oyate staff was to follow the case plan of the DCR caseworker, who maintained the decision making authority for the children in the Department's care. This did not occur in every instance.

Albeit on an ad hoc basis, Oyate staff did connect, engage and transport the residents (contingent on length of placement), to ensure developmental, educational, medical, dental, optical, cultural and family needs were addressed.

D. The Agency Shall:

**“convene a formal “admission” case planning conference as soon as practicable following admission. This meeting shall include, at a minimum, the participation of the child, department or FNCFS caseworker, Safe House supervisor or staff designate, parent(s)/guardian(s) and any other significant person whose involvement would be helpful in case planning decisions.”**

**“convene a formal case planning conference with the same participants (or representatives) involved in the admission conference at regular intervals not exceeding six weeks following the admission conference. The purpose of the planning conference is to review child's progress and developmental needs, review case planning goals, and discuss future family-centred service and resource needs.”**

**“present a verbal report to participants of the planning conference which, at minimum, summarizes the child's progress towards goals established at admission, significant personal and family issues, relationships with Safe House program staff,**

**relationships with peers, family involvement, school attendance and progress, and any medical issues or treatments provided”.**

7. Finding: That Oyate did not meet the formal case planning conference process following admission, as outlined in the Service Agreement.

Remark: At admission, Oyate caseworkers conducted an interview with the resident that included questions orientated towards personal goals, family life, abuse and neglect issues, education, drug and alcohol use and sexual exploitation. The Oyate residents' files document this information. However, this does not constitute a formal case conference and did not document the participation of the DCR caseworker, family and other significant persons as set out in the Service Agreement. The information collected was valuable with respect to the risks present in the child's life, including information pertinent to the sexual exploitation experienced by these children. The DCR files did not include copies of these forms and interviews which indicate a lack of sharing of critical information to better protect these children.

Formal case planning conferences were to take place every six weeks following admission. From the Oyate files, it is unclear to what extent DCR staff, family and other significant persons participated in this function as required. While the Oyate file review found frequent calls between Safe House staff and the DCR worker, the content of these discussions is often absent from Oyate contact records which renders them inadequate for purposes of ongoing case planning or management.

The case planning for the children appears to be in the form of activity lists, which is not adequate for case planning and management.

- E. The Agency Shall:

**“ensure that appropriate legal status for care under The Child and Family Services Act, or by parental agreement, is established upon admission for each child entering the Safe House”.**

8. Finding: That Oyate did not ensure each child had appropriate legal status upon admission.

Remark: The 47 children that resided at Oyate accounted for 70 admissions. At the time of admission, 45 admissions had legal status with DCR and five had legal status through parental consent. Of the remaining 20 admissions, 18 had no legal status with DCR; two were placed pursuant to conditions of a Custody and Supervision Order without DCR status or parental permission.

While this requirement of the Service Agreement was not met, under current policy and legislation, every sexually exploited child is eligible to service by DCR based on her or his assessed need for protection. In some instances Oyate became a shelter for children to access when they had no other place to go and former residents would return on their own accord.

F. The Agency Shall:

**“assign a primary Safe House counselor for each resident upon admission. This worker will assume lead responsibility for development and co-ordination of an individualized case plan for the child and identify the personal and family support services needed by the child to successfully prevent further street involvement”.**

9. Finding: That Oyate files did not document a primary worker was assigned to each resident.

Remark: Primary case workers were not assigned to each resident and this was a concern expressed by the children who resided at Oyate during interviews with CAO. It is likely that high staff turnover contributed to this problem. The issue of high staff turnover is the result of other serious factors regarding Board Governance and responsibilities that are addressed in the Provincial Auditor's independent report on Oyate. This does not excuse the infraction as case workers are an integral part of any programming and planning for children requiring these services.

Also, the CAO found documented concerns of instances where the Oyate staff did not follow the direction of the DCR caseworker for those children in the department's care, who maintained case management responsibility and decision-making authority for these children.

G. The Agency Shall:

**“provide residential care services primarily to Aboriginal children but shall not exclude children from other cultures”.**

10. Finding: That Oyate provided residential services primarily to Aboriginal children and did not exclude other cultures.

Remark: Nearly all of the children that were placed at Oyate were Aboriginal and there was no documentation that non-Aboriginal children were denied a placement if such a placement was required.

The Aboriginal practices, philosophies, activities, ceremonies, Elders and languages were fostered at Oyate. The Oyate and DCR file review documents that the counseling provided to the children was founded in Aboriginal culture but not available on a consistent basis.

However, there was a complaint from a resident noted that the Aboriginal culture was pushed too much in spite of her association with another faith. This issue speaks to the need for individual case planning and management that will meet the needs of each child individually.

H. The Agency Shall:

**“notify the appropriate department or FNCFS agency caseworker in a timely manner of any significant change in the circumstances of a child (ex. Family disruption, personal trauma) and furnish full information and particulars concerning any child upon request”.**

11. Finding: That Oyate did not notify the Department of significant changes in circumstances, specifically of disclosures of sexual abuse.

Remark: Oyate caseworkers are required to report all information regarding any and all protection concerns to DCR, as that information becomes known. The CAO found a general lack of understanding of the legal obligation to report disclosures to DCR. All children who ran from Oyate were reported immediately to DCR, Safety Services (SS), Mobile Crisis Services (MCS), and Regina Police Service (RPS). However, it is difficult to assess from the file review the extent to which Oyate staff reported other serious incidents and protection concerns to DCR.

During its review of DCR Family Service, Child Care and Oyate resident files, the CAO found many instances where children made disclosures of sexual abuse and exploitation to Oyate staff. It could not be determined how these disclosures were addressed. When disclosures are made to Oyate staff, they are responsible to forward them to DCR. When DCR become aware of these disclosures, they are responsible to assess, investigate, and to take action commensurate with the nature and level of risk associated with the disclosure. This includes co-investigating and referring issues to the Regina Children's Justice Centre, specifically, those related to sexual offences. The CAO found that this chain of communication, so vital to the protection, well-being, appropriate assessments and case planning for children, was not consistently applied to disclosures made by sexually exploited children by either Oyate or DCR staff.

In order to examine how disclosures were addressed, the CAO first reviewed the Oyate files for disclosures made by residents. Second, DCR files(s) were reviewed to ascertain whether or not the disclosure had been reported to DCR by Oyate staff. Third, the CAO reviewed the DCR file(s) to verify whether or not DCR investigated disclosures it was aware of. Finally, for those disclosures that the CAO could not establish as having been investigated by DCR, the CAO provided the Regina Children's Justice Centre (RCJC) with a list of disclosures made by children that included the nature of the disclosure, the date it was made, and by whom. The RCJC provided information on whether they were involved with the investigation of said disclosure. During this process, the CAO found first, that Oyate regularly failed to report disclosures to DCR, and second, that DCR frequently failed to follow up on disclosures they were aware of, including referring matters to the RCJC for investigation. Many of these disclosures spoke to horrendous neglect and abuse at the hands of family and through the commercial sexual exploitation of children.

The information documented on the Oyate admission reports and in the remainder of the Oyate resident files was not consistently documented on the DCR child care files. Case conferences and phone calls were documented between DCR and Oyate.

## **Obligations of DCR under the Service Agreement**

As previously stated, the Minister cannot abdicate his or her responsibility for children under his or her care. This obligation must form the foundation for analysis of the Department's obligations and responsibilities regardless of the agreement signed. Having identified that underlying principle, the following identifies the Department's obligations as defined in the Service Agreement signed with Oyate. The following highlights the key areas of the Service Agreement pertaining to DCR (the full Service Agreement is appended to the CAO Report in Appendix A):

### **I. DCR Agrees To:**

**“pay to the Agency to a maximum of the amount set forth in each Appendix A”**

**“Any payment made pursuant to this Agreement shall be used only for the purpose of providing those services described in the applicable, Appendix B, attached hereto and forming part of this Agreement.”**

12. Finding: That DCR did not meet its obligation to ensure that the services paid for by DCR complied with the Service Agreement.

Remark: The financial management and fiscal responsibilities pertaining to payment for services rendered is addressed in the Provincial Auditor's independent report of Oyate (see [www.auditor.sk.ca](http://www.auditor.sk.ca)).

J. DCR Agrees To:

**“assign a community program consultant to assist the Agency with fiscal management issues and Board training opportunities;” and**

**“assign a regional social worker/manager to liaison with the Safe House, provide program consultation and casework support, assist in co-ordination of staff training opportunities, and be a department contact person for the Agency to assist in resolution of any significant casework or operational issues;” and**

**“provide, upon request, senior program consultation in an advisory capacity, as approved by Treaty Four Urban Services”.**

13. Finding: That DCR complied with its obligations, as defined by the Service Agreement to provide liaison and senior program consultation.

Remark: The DCR OM Report advised that during the development phase “two senior department representatives (the Senior Provincial Program consultant and a Regional Program Manager) were members of the Advisory Committee and provided consultation. From July 2003 to October 2004, three DCR staff met often with one Board member to share information that was being learned about the difficulties that this program was experiencing and to plan strategies to address these problems.” Further, a Regional Community Program consultant, an Area Service Manager, a Specialized Services supervisor, and assigned specialized program case workers and central office program consultants were made available to Oyate as required. In addition, DCR provided start up and ongoing staff training.

DCR also provided training to Oyate staff. DCR reports providing eight, three to four hour training sessions at Oyate between July 30, 2003 and November 2003. Eight additional sessions were provided between February 2004 and October 2004.

In spite of the assistance and support provided by DCR, the Oyate program continued to experience ongoing difficulties. DCR reports

considerable resistance on the part of the Oyate Board to its assistance with service delivery. However, DCR continued to fully fund Oyate in spite of its failure to meet the terms of the Service Agreement and there is no evidence to indicate any corrective action was taken.

## **DCR Obligations to Sexually Exploited Children**

DCR has specific obligations, as set out in *The Child and Family Services Act* (CFSA) to provide services to children who are deemed to be in need of protection. While the specific definition of those "in need" is determined by agreement with the parent/guardian or by the Courts on a case by case basis, DCR is obligated to respond to, and investigate, information that indicates a child is at risk. As well, DCR has developed policy defining the action it will take to comply with the CFSA, as it pertains to sexually exploited children.

The DCR/Oyate service agreement identifies the objective of the Regina Safe House program as "*providing safe shelter, individualized care, counseling and family-centred case planning for sexually exploited children and /or children whose circumstances place them at considerable risk to become sexually victimized as outlined in Appendix B*" (see attached); (the full Service Agreement is appended to the CAO Report in Appendix A).

Regardless of the Service Agreement entered into between a CBO, such as Oyate, and DCR, the department cannot forgo its obligations to investigate reports (pursuant to section 13 of the CFSA) of children at risk, nor can the Minister responsible abdicate his or her responsibility to the children in his or her care or those determined to be at risk and in need of services from his or her department. On this basis, the CAO investigated DCR's execution of its obligations with respect to the Oyate Safe House through evaluation of the following:

- the safety of residents: i.e. the adequacy of safety assessments pursuant to *The Child and Family Services Act* and the Family Centred Services Manual; Case Worker intervention to ensure initial and ongoing safety and the service entitlement;
- the service entitlements of the children in care: i.e. the adequacy of case planning and intervention; adequacy of service coordination; appropriateness of placement in accordance with the Children's Services Manual; the Family Centred Services Manual and the Service Agreement;
- the legal (statutory, fiduciary and contractual) responsibilities of DCR as parent to the children in its care;

- the adequacy of programming; i.e. in accordance with the Children's Services Manual; and
- the child's knowledge of service entitlement.

## **Initial Safety - DCR assessments of risk**

When DCR receives information on a new case about a child potentially being at risk and in need of protection, the responsibility lies with DCR to thoroughly assess and intervene to address the protection concerns and ensure the child's safety. With regard to children who are victims of sexual exploitation, *The Child and Family Services Act* states:

- S.11 "A child is in need of protection where:
- a) as a result of action or omission by the child's parent;
    - (iii) The child has been or is likely to be exposed to harmful interaction for a sexual purpose, including involvement in prostitution and including conduct that may amount to an offence within the meaning of the *Criminal Code*"

DCR policy clarifies that sexual exploitation resulting from the actions or omissions of a child's parent or caregiver falls within this section of the *CFSA* and can constitute a child being considered by DCR, and ultimately a court, to be in need of protection. DCR policy states:

"This section [11(a) (iii)] is intended to apply to cases of sexual abuse or sexual exploitation. Sexual abuse includes any parental/caregiver behavior or behavior by others permitted or condoned by the parent/caregiver, which may involve ... involvement of a child in prostitution...Sexual Exploitation [is defined as] (a person in a position of trust or authority touching or inviting or counseling a person between the ages of 14 and 17 (inclusive) to engage in sexual touching)"  
(FCSM, Ch 3, S 2, p. 2).

Further, with regard to a new case, the DCR policy (FCSM, Ch 3, S 8, p. 1) states that an immediate Investigation is to be convened within the range of one hour of receipt of the report to the same working day regarding "all reports of sexual abuse where...a child is being sexually exploited through involvement in prostitution." DCR has established further policy (FCSM, Ch 3, S 14) outlining the investigative procedure for sexual abuse investigations.

With regard to subsequent reports of abuse and/or neglect of children actively receiving services from DCR, the DCR policy states that a "Subsequent



Investigation” is to be convened utilizing the “same investigative process...as for the initial report received” (FSCM, Ch 3, S. 20, p. 1). DCR policy stipulates that the same Investigative Record is to be utilized to record the investigative activities and conclusions including a “substantiation of safety/safety plan resulting from the investigation of referral information re: the allegations of abuse and neglect” (FSCM, Ch 3, S. 20, p. 1). This investigation is to be conducted within the 15 day maximum time-frame for completion of an investigation. (FSCM, Ch 3, S. 20, p. 1). In either instance, DCR has an obligation to follow-up on the information, investigate and assess the risk and provide the appropriate services for those in need of protection.

14. Finding: That DCR did not investigate concerns of children who are alleged to be victims of sexual exploitation on both new and active cases.

Remark: The CAO found that the DCR did not offer a full and comprehensive investigation of children, who are alleged to be victims of sexual exploitation in accordance with DCR policy regarding Sexual Abuse Investigations, and in contravention of DCR's obligations pursuant to its policy.

The CAO found that in 19 DCR files, there were documented concerns of children being commercially sexually exploited; however, these concerns were not assessed in accordance with DCR investigative policy. In at least 13 files, the CAO found no indication on the DCR file that these concerns were addressed at all. Therefore, it is the CAO's opinion that DCR did not meet its obligations to investigate concerns regarding children at risk.

The two examples that follow serve to illustrate this point:

- A 13 year old girl disclosed to a community agency that she had been sexually involved with multiple persons. There was no corresponding investigation on file regarding this disclosure and the matter was not referred to in the subsequent case summary completed by the child's DCR worker. Although reports that this child was being sexually exploited on the streets continued, there were no investigative reports found on the file. The CAO found that the DCR file documented continued concerns that the child was a victim of sexual exploitation with no corresponding indication that this issue was addressed. At age 15, DCR closed its file with a closure letter sent to the family stating there were 'no protection concerns.' Six weeks later, this child was picked by police for “soliciting” and the DCR file was re-opened and residential services offered.
- A mother contacted DCR to report concerns that her two girls, 14 years of age, were being sexually exploited and receiving money for sexual

acts. There was no investigation record on file corresponding to this intake report.

This finding is supported through collateral interviews with the Regina Police Service and the Regina Children's Justice Centre who expressed difficulty in securing protective services for sexually exploited children. DCR is failing to provide these children with the services to which they are duly entitled.

### **Ongoing Safety - DCR interventions to ensure safety**

During the course of the CAO investigation, the CAO reviewed concerns regarding the adequacy of case planning and programming to address the safety concerns and corresponding needs of sexually exploited children residing at Oyate. The DCR/Oyate service agreement provides delegated responsibility to Oyate to provide an integrated, family-centred case management process that includes:

- Ensuring safety needs;
- Assessing and responding to developmental, educational, medical, cultural and family needs;
- Maintaining appropriate family relationships;
- Strengthening cultural awareness;
- Providing access/referral to community based resources and helping services;
- Ensuring children and youth are involved with case planning; and
- Assigning a counselor to provide:
  - Individualized Case Plan, and
  - Identify personal family support services needed to prevent further street involvement

While case planning to ensure appropriate programming for children in the care of the Minister can be provided by others, children in the care of the Minister remain the responsibility of DCR. It follows that this includes responsibility for the quality of that care and the protection of the children in preventing further risk. The DCR policy recognizes that appropriate case planning and effective intervention flows from a thorough assessment,

*"...assessment is integral in determining the appropriate services for a family...accurate assessment leads to case plans that appropriately address the family's needs" (FCSM, Ch 4, S 1, p. 1).*

15. Finding: That DCR did not develop case plans to adequately address the risk factors associated with the child's sexual exploitation.

Remark: The CAO found that the concerns regarding the sexual exploitation of these children were not incorporated into the case plan for the child and family. Regardless of whether or not the case plan addressed other risk factors present in the lives of these children, in the absence of addressing the sexual exploitation of these children, the case plan and intervention by DCR is deemed to be inadequate.

15. Finding: That DCR discontinued case planning by closing files with full knowledge that the child continued to be a victim of sexual exploitation.

Remark: The CAO found that DCR discontinued protection services and closed files despite knowledge that the child continued to be a victim of sexual exploitation. By way of example, the following closing summary is provided:

A total of five referrals regarding sexual exploitation of a 14 year old girl were made to DCR with no corresponding investigations or provision of family services. DCR was eventually notified that this child had been seen for medical attention due to an infection caused by IV drug use and needed to return to the hospital every 8 hours for IV antibiotics. DCR facilitated the child's return to her parent's care. Two days later, the child was arrested with a "port" in her hand actively "slamming cocaine". After the fifth referral of this child being a victim of sexual exploitation, DCR made the decision to apprehend her and place her at Oyate. Two months after her initial placement at Oyate, the child returned home without completing a drug treatment program. One and a half months later, DCR documented that on two occasions this same child was being sexually exploited on the street and on another occasion was intoxicated. **DCR closed its file** without documentation that these concerns were followed up or that in-person contact was made with this child regarding these concerns. The file was subsequently re-opened within six months, as the child's sexual exploitation continued.

The review of the DCR files and CAO interviews, identify that sexually exploited children are victims, frequently trapped in sexual exploitation by chemical dependence or physical intimidation. The files also expose a pattern of the progression to the street where appropriate early intervention by DCR may have produced a different outcome.

Oyate became a shelter for children to access when they had no other place to go. It would appear through the CAO review of the circumstances of these children, that many of these children were children at high risk, but were unable to access services from DCR; or had been deemed by DCR to be "in need of protection" and unable to live with their family and were subsequently "placed" by their family at the Safe House with DCR knowledge, direction, or approval.

Based on the assessed risk of some children, DCR failed to provide appropriate intervention and corresponding support services. With other children, they knowingly denied any support services. The DCR decisions to discontinue services despite knowledge that the child continued to be a victim of sexual exploitation is, at the very least, in contravention of DCR's own policies, if not its obligations pursuant to the CFSA.

In response to the CAO's "adverse in interest" notice provided to DCR, the department wishes to make the point that there were numerous services provided to these children that are not captured in this report. In his letter of response, the Deputy Minister of DCR states:

*"Your statement that the department failed these children and youth does not accurately reflect the services provided by the department, nor does it reflect the efforts taken to address the needs of these children."<sup>3</sup>*

Given the CAO's findings that DCR failed to investigate concerns of children, who are alleged to be victims of sexual exploitation and failed to convene a full and comprehensive assessment of their safety in accordance with DCR policy regarding Sexual Abuse Investigations, the CAO finds that all further case plans were missing integral assessment information to ensure an appropriate case plan.

Regardless of whether or not the case plan addressed risk factors present in the lives of these children, in the absence of addressing the risk of, or actual, sexual exploitation of these children, the case plan and intervention by DCR, is deemed to be inadequate.

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<sup>3</sup> Letter from Deputy Minister of DCR dated August 24, 2006.

## CAO Investigation Findings and Recommendations

The CAO investigation found that:

1. That Oyate did not deliver adequate services to sexually exploited children.
2. That Oyate did not meet its obligation to staff the facility with personnel capable of delivering the services and meeting the program objectives.
3. That Oyate provided services beyond the parameter of the Service Agreement.
4. That Oyate staff did not prohibit the sexual exploitation of children in its care.
5. That Oyate did not prevent dangerous articles and drugs from entering the home.
6. That Oyate did not document an integrated, family centred case management process.
7. That Oyate did not meet the formal case planning conference process following admission as outlined in the Service Agreement.
8. That Oyate did not ensure each child had appropriate legal status upon admission.
9. That Oyate files did not document that a primary worker was assigned to each resident.
10. That Oyate provided residential services primarily to Aboriginal children and did not exclude other cultures.
11. That Oyate did not notify the Department of significant changes in circumstances, specifically of disclosures of sexual abuse.
12. That DCR did not meet its obligation to ensure that the services paid for by DCR complied with the Service Agreement.
13. That DCR complied with its obligations, as defined by the Service Agreement to provide senior program consultation.
14. That DCR did not investigate concerns of children who are alleged to be victims of sexual exploitation on both new and active cases.

15. That DCR did not develop case plans to adequately address the risk factors associated with the child's sexual exploitation.
16. That DCR discontinued case planning by closing files with full knowledge that the child continued to be a victim of sexual exploitation.

## **Recommendations**

The recommendations contained in this report cannot be taken in isolation of those made by the Provincial Auditor in his independent report of the Oyate Safe House operations. The Children's Advocate fully concurs with those recommendations and presents the following independent recommendations, which are to be read in conjunction with those of the Provincial Auditor:

### **Recommendation SYS.06(06)**

***That Oyate and DCR develop a comprehensive programming model, having regard to the following elements:***

- (a) Effective admission criteria and screening processes that identify risks to the child and considers the appropriateness of the placement;***
- (b) Individual case planning and management that includes:***
  - ***Cultural sensitivity appropriate to the individual child.***
  - ***Transitional strategies for the child.***
  - ***Appropriate counseling by trained professionals.***
  - ***Ongoing risk assessment;***
- (c) Safety and security concerns including:***
  - ***Control of contraband materials entering the facility.***
  - ***Control of weapons and other dangerous material entering the facility.***
  - ***Background and police checks of all staff, Board members and any other personnel, including family members, in contact with the children; and***
- (d) Effective communication protocol that includes:***
  - ***Sharing of information between DCR and the facility.***
  - ***Proper documentation and tracking of case plans and strategies.***

### **Recommendation SYS.07(06)**

***That DCR and Oyate develop an operational protocol, having regard to the following elements:***

- (a) Clearly defined roles and responsibilities for the Board and staff;***
- (b) Job descriptions for all staff members;***
- (c) Clearly outlined reporting responsibilities and processes;***
- (d) A schedule for ongoing staff development and training; and***
- (e) Regularly scheduled meetings.***

### **Recommendation SYS.08(06)**

***That DCR and Oyate sign a new service agreement that:***

- (a) Clearly identifies and defines the roles and responsibilities of Oyate and DCR in the context of The Child and Family Services Act;***
- (b) Clearly articulates the role of DCR in case management and planning;***
- (c) Provides for a screening protocol (Placements Committee) that clearly defines the parameters for services delivered at the facility and a referral protocol for those services that fall outside of those parameters;***
- (d) Contains a formalized 'duty to report child protection issues' clause; and***
- (e) Involvement of DCR and experiential youth on the Board of the Safe House.***

### **Recommendation SYS.09(06)**

***That all recommendations of the Children's Advocate and Provincial Auditor be implemented prior to the resumption of operations at the Oyate Safe House. Failing such implementation, that DCR discontinue both the placement of children and the funding of the Oyate Safe House.***

## **The Residents of Oyate**

The Children's Advocate Office (CAO) is committed to the principle of ensuring the voice of young persons. Eleven of the 47 four children who resided at the Oyate Safe House were interviewed.

The CAO review of files indicated that the length of stay ranged from one day up to a year. Two were male and the remaining residents were female and they ranged in age from 12 to 18. The life experiences and realities faced by the children placed at Oyate are appalling: 30% were sexually abused, 39% were physically abused, 18% had been sexually assaulted, 27% were neglected, 23% were exposed to domestic violence, and 48% grew up in homes with severe parental substance abuse. 11% of these children had attempted suicide. In light of their experiences, it is understandable that 61% of the children placed at Oyate were noted to have severe substance abuse issues. Of this 61%, 70% were abusing alcohol, 59% were using drugs intravenously, 52% were using cocaine, 33% were using opiates, and 19% were using crystal methamphetamine. 25% of the children placed at Oyate had contracted a sexually transmitted disease, some of whom are Hepatitis C positive and one of whom is HIV positive. 73% of these children were sexually exploited or at risk of being sexually exploited at the time of their placement.

## **What did the children say?**

As part of the investigative process, the CAO interviewed eleven children who resided at Oyate during the course of its operations. Investigators asked interview questions that focused on resident perceptions of: staffing, programming, appropriateness of placement, concerns and issues, as well as what worked and areas that required improvement. What sexually exploited children require in a safe house was also discussed.

The interviews with the children confirm many of the issues identified through the CAO investigation, including staffing, hiring practices, safety issues, case planning, management and supervision.

### Safety and Rules:

Some children indicated that they felt safe at Oyate, while some children said they did not. Those that raised concerns cited that they did not feel safe at Oyate because too many children were from the street life and conflict between children took place both at school and at Oyate. One resident noted that some girls were continuing to be sexually exploited at the first location where 'John's' would pick them up in front of Oyate.



Children were aware of rules and safeguards respecting curfews, visits, and phone calls. Children were also aware that if they did not follow the rules, they could be discharged from the resource. Some children recalled that they could call whomever they wanted and go out wherever they wanted. Some children said they could sneak away from family visits and go elsewhere and return for pick by Oyate staff without their knowledge. One child noted that she continued to be sexually exploited during family visits because her family was not supervised appropriately and let her come and go from the home at will, so she continued the very lifestyle she was seeking to exit. She suggested better supervision to prevent this. Consequently, it appears that while rules existed, their application was inconsistent and supervision was weak.

#### Staffing:

It is clear that a number of issues related to staffing at Oyate existed and this was confirmed through interviews with children. Some children noted that they were not protected from bullying and violence at Oyate, but that staff did intervene and debrief children after incidents. More than one child indicated that family members worked at Oyate as staff and they were good to talk to. When running from Oyate, one child noted that she was not chased by family staff members, but other children would be chased. Children also said they liked Oyate because staff was good, easy to talk to and it felt like a home.

Children also advised that it was easy for them to pull the "wool" over staff's eyes. More than one resident recounted how easy it was to run from Oyate. Children simply walked out the front doors, and although staff would say not to, the children could leave anyway. Staff would call Regina Police Service as the primary response. All children advised that no primary worker was assigned to them. Children who resided at Oyate at the beginning of its operations noted that staff was good at that time, but that they left. Children were aware of the high staff turnover and noted that it was not good, stating that with such a variety of staff working, they could not learn their names.

None of the children expressed concern with male staff working at Oyate, stating that male staff were never alone with children. Some did note that staff spent much of their time in the office and not around the house; there was no supervision other than when meals were being prepared.

#### Programming:

A number of children indicated their desire to exit the street and quit drugs and their need for drugs was the primary reason for running from Oyate. In effect, these children were running to the street, not running from Oyate. More programming and treatment in the area of addictions was suggested. Some said there were no planning at Oyate but did recall activities (i.e. Elders, health, drug

and alcohol information, swimming, Red Feather School and life skills). Children also felt that while recreational activities were available, more extensive and effective counseling should be offered at Oyate. Most children indicated they could not recall a case conference, and did not participate in these if they did take place. Some cited that planning took place more with their parents than with them. Children also indicated that while they themselves spoke about the CAO, staff did not and there was no discussion of their rights.

What they liked:

Some children advised they would go back to Oyate if given the opportunity. Many suggested that the ability to smoke was very helpful, as they were fighting other addictions. Children said they liked the freedom at Oyate and that Oyate had easy standards to live by. Some noted that there were rarely major incidents or fights in the house. One child noted also that the availability of clothes at Oyate was helpful. Most children noted that Oyate was not strict; that they could wear any type and style of clothing; that they could smoke; that Elders were available; and that recreation and appointments were planned for them. Some children said Oyate was generally a fun place in which to live.

One very important message from children and perhaps the best component of Oyate is captured by one child:

*“residents felt that Oyate staff was more understanding whereas foster homes and other places hold the experience of sexual exploitation against us. Oyate staff attitudes towards children are based on the future, not the past.”*

Children also found that Alcoholics Anonymous and Narcotics Anonymous were helpful and that there were no gang issues at Oyate. Many children liked the fact that Oyate was located out of town, as it restricted outside access and offered a peaceful environment. Oyate was seen as a break from their family and street life.

What would make it better:

The children interviewed provided commentary to the Children's Advocate Office. The following recommendations were crafted by the CAO after listening to their voices:

### **Recommendation SYS.10(06)**

***That Oyate Safe House staff be permanent and that Oyate Safe House staff include appropriate gender role models and be reflective of the children's culture and life experiences.***

### **Recommendation SYS.11(06)**

***That each and every child upon admission to Oyate be assigned a primary case worker on a consistent basis.***

### **Recommendation SYS.12(06)**

***(a) That the Oyate Safe House improve the safety and security of residents by reducing 'runs', interpersonal conflicts and providing enhanced protection when residents are away from the facility; and***

***(b) That improvements identified include:***

- Alarming all external exits to increase the safety of children.***
- Making staff aware of children exiting and entering the facility.***
- Developing a risk assessment tool to determine the level of supervision that is required when residents attend outside programming (school, family visits).***

### **Recommendation SYS.13(06)**

***(a) That Oyate Safe House admission criteria be developed that clearly identify the children who would best benefit from placement at the Safe House; and***

***(b) That admission criteria include a screening protocol and level or classification system that strives to place children who are stabilized in their addictions and interested in exiting the street.***

## Shared Futures

The CAO investigation, combined with the independent investigation of the Provincial Auditor, exposes critical concerns that extend beyond the scope of the Service Agreement signed between Oyate and the Department of Community Resources.

In order to provide a healthy, safe and well structured facility and service for sexually exploited children, the recommendations of the Children's Advocate and the Provincial Auditor should be assessed and implemented in conjunction with one another.

Ultimately, as so succinctly stated in the philosophy of service delivery referenced from the Oyate 2004/2005 Annual Report:

*"sexual exploitation through the street sex trade is 'child abuse'."*

In recognizing this philosophy, it is the interests and well-being of the children that must remain paramount. The Mission Statement of Oyate claims:

*"..to eliminate the sexual exploitation of children through the street sex trade by ensuring shelter and adequate social support systems are available to children, families and community. Children and youth will be free from abuse and exploitation through the sex trade."*

The failure of both Oyate and DCR in achieving this mission and serving the best interests of these children is obvious throughout this report. There is not a common vision; there is not a shared philosophy; information is not freely shared; and these factors are at the core of the problem.

A Service Agreement that is signed between two parties is only effective if both parties work in a collaborative partnership toward the same goal, with the same vision and commitment. In this instance, failure to work in an effective partnership only serves to fail these children further. As victims of sexual abuse and exploitation, these children should not be placed in a situation of inadequate support, subject to finger pointing and failed by the very leadership that has given them hope. It is incumbent on both parties, Oyate and DCR, to provide a strong vision, demonstrate leadership and combine their strengths to protect and support these child victims.

Therefore, to refocus this important service to these sexually exploited children, the Children's Advocate recommends:

## **Recommendation SYS.14(06)**

***That the Department of Community Resources and Oyate establish a collaborative partnership process within 60 days of the date of issue of this report, to develop a shared vision and common service delivery principles for Oyate:***

- (a) That this collaborative partnership process also include experiential children;***
- (b) That a new service agreement be signed between the two parties (Oyate and DCR) that incorporates the recommendations set out in the respective reports of the Children's Advocate and the Provincial Auditor; and***
- (c) That DCR report its progress on this process to the Children's Advocate by December 31, 2006 for inclusion in the CAO Annual Report.***

***OR ALTERNATIVELY, in the event of a failure on the part of DCR and Oyate to arrive at a collaborative partnership process with a shared vision and common service delivery principles:***

- (d) That the Department of Community Resources discontinue all funding and placement of children at the Oyate Safe House permanently; and***
- (e) That a new Request For Proposal be circulated, with a stronger emphasis being placed on the selection of qualified candidates with demonstrated experience in the area of service delivery to sexually exploited children.***

It is the hope of the Children's Advocate that the recommendations contained within this report will assist the Department of Community Resources and Oyate in moving forward in a positive, collaborative manner that will most effectively serve the best interests, well-being and safety of sexually exploited children in this province.

## Appendix A

### COMMUNITY RESOURCES AND EMPLOYMENT SERVICE AGREEMENT

THIS AGREEMENT MADE IN duplicate the 3rd day of May, 2005

BETWEEN:

HER MAJESTY THE QUEEN in Right of the Province of Saskatchewan as represented by the Deputy Minister of the Department of Community Resources and Employment (hereinafter referred to as the "Department")

- and -

Oyate Ataya Wakanyeaja Owicakiyapi Inc.  
(hereinafter referred to as the "Agency")

WHEREAS the Department wishes to purchase services to provide for people in need;

THE PARTIES AGREE as follows:

**1.0 TERM**

1.1 The Agency shall provide service in accordance with the provisions of this Agreement during the term commencing on April 1, 2005 and terminating on March 31, 2006.

**2.0 PAYMENT**

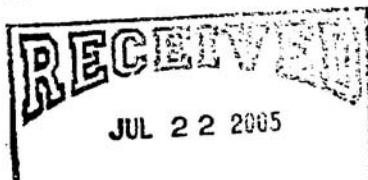
2.1 The Department agrees to pay the Agency to a maximum of the amount set forth in each Appendix A (attached).

2.2 All payments to the Agency made pursuant to this Agreement are subject to appropriation of funds by the Legislature and shall be calculated and paid monthly.

2.3 Notwithstanding paragraph 2.2, the Department may approve during the term of this Agreement a payment schedule other than that which is specified in paragraph 2.2. Where the Department approves such a payment schedule, the approved schedule shall constitute the agreement of the parties.

2.4 Where the Agreement is terminated prior to the expiration of a period for which a payment has been made, the Agency shall refund to the Department the amount of the payment made for that period that equals the proportion that the days remaining in that period bear to the number of days in the period.

2.5 Any payment made pursuant to this Agreement shall be used only for the purpose of providing those services described in the applicable Appendix B, attached hereto and forming part of this Agreement.



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*Rec'd w/10<sup>6</sup>  
may 13*

- 2.6 In addition to any other rights the Department may have pursuant to this Agreement, where the Department has established that the Agency has failed to:
- maintain staffing levels as set forth in the applicable Appendix A; or
  - provide services as set forth in the applicable Appendix B,
- payments made pursuant to this Agreement may be reduced in an amount deemed appropriate by the Department.

- 2.7 All expenditures made by the Agency shall be made in accordance with the budget allocations contained in the applicable Appendix A, attached hereto and forming part of this agreement. Where necessary, the agency may reallocate funds within salary codes and within non-salary codes. However, the agency agrees not to reallocate funds from salary codes to non-salary codes or non-salary codes to salary codes without written approval of the Department.

### 3.0 SERVICES

- 3.1 The Agency agrees to provide the services described in each Appendix B in accordance with the terms of this Agreement.
- 3.2 Any amendments to the services described in each Appendix B shall be agreed upon between the Department and the Agency. All amendments must be in writing and signed by the Agency and the Department.
- 3.3 Any Agency which provides Community Living Division funded services to people with intellectual disabilities, shall implement an abuse policy that complies with the procedures for the prevention, reporting and investigation of abuse as outlined in the Participant Abuse Policy Document.

### 4.0 TERMINATION OF THE AGREEMENT

- 4.1 Either party may terminate this Agreement
- in its entirety without cause by giving the other party 90 days written notice of its intention to terminate.
  - regarding only those services referred to in a specific Appendix B.
- 4.2 On the happening of one of the following events:
- the Agency failing to comply with the terms of this Agreement;
  - the Agency declaring insolvency or bankruptcy;
  - the Agency failing to comply with any legislation governing the agency or any legislation governing the rights of the clients of the agency;
  - the Agency failing to comply with The Residential Services Act and any Regulations made thereto, where applicable, or;
  - the Agency failing to obtain the Police Record Checks on applicants as described in section 5.0.
- the Department may exercise one of the options described in paragraph 4.3.
- 4.3 On the occurrence of an event described in paragraph 4.2, the Department may:
- waive the Agency's failure to comply with the terms of this Agreement;
  - provide the Agency a further period in which the Agency shall comply with the terms of this Agreement;
  - terminate this Agreement in its entirety or only that portion of this agreement as it relates to the Appendix B in any further period as the Department may allow; or
  - terminate this Agreement in its entirety or those portions of this agreement as it relates to the Appendix B immediately by notice in writing to the Agency.

- 4.4 Where the Department provides the Agency with a further period to comply with this Agreement pursuant to paragraph 4.3 (b), and the Agency fails to comply with this Agreement in that period, the Department may exercise one of the options described in paragraph 4.3.
- 4.5 The Agency shall immediately notify the Department if the requirements of this Agreement cannot be met or the Agency is unable to maintain adequate staff to carry out the Agreement.
- 4.6 Where the Department receives a notice pursuant to paragraph 4.5, it may:
- a) exercise one of the options in Section 4.3 described above
  - b) replace the Agency with another service provider to perform those services described in one or more Appendix B, for the remaining period of the contract or for a temporary period of time as may be required and deduct from any payments payable to the Agency costs for the replacement services contracted.
- 4.7 Waiver by the Department of the Agency's failure to comply with this Agreement shall not be deemed to be a waiver of any subsequent failure to comply. Waiver by the Department of the Agency's failure to comply with this Agreement shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing and signed by the Department.
- 4.8 The rights and remedies of the Department provided in paragraph 4.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### **5.0 POLICE RECORD CHECKS**

- 5.1 Before any person provides the services described in Appendix B, the Agency shall ensure that person has provided the Agency with a Police Record Check, completed by a municipal police force or the Royal Canadian Mounted Police, with respect to all criminal convictions and outstanding criminal charges. This section does not apply to anyone employed by the agency prior to April 1, 1997.
- 5.2 The Agency shall review the completed Police Record Check and shall record, whether the Police Record Check indicates that the applicant has a criminal record and why the application was accepted or denied. The Agency shall return the Police Record Check to the applicant and shall not make a copy. The Police Record Check is the property of the applicant.
- 5.3 The Agency shall maintain confidentiality with respect to the information obtained from the Police Record Check. The Agency shall only use the information to assess the applicant's ability to provide the services described in Appendix B.
- 5.4 The Department is not responsible for any costs associated with obtaining the Police Record Check.

#### **6.0 ADMINISTRATION**

- 6.1 The Agency shall, upon the request of the Department, provide such information, including financial and statistical statements, as may reasonably be necessary to determine whether the Agency is complying with the terms and conditions of this Agreement.



- 6.2 The Agency shall:
- a) keep complete records of and account for receipt of any payment made pursuant to this Agreement and expenditure of any part of the payment;
  - b) permit the Department to have access to the records described in (a) and such other documents as may be necessary for an accurate audit;
  - c) upon request of the Department, deliver to the Department the records described in (a) and such other documents as may be necessary for an accurate audit; and
  - d) ensure that all expenses and disbursements are properly verified and documented and adequate controls are in place in relation to the expenditure of agency funds.
- 6.3 The Agency shall be required to provide the Department with the following information in a format prescribed by the Department:
- a) quarterly income and expenditure reports based on the previous quarter to be submitted no later than:
    - (i) July 31st, for the quarter April 1st to June 30th;
    - (ii) October 31st, for the quarter July 1st to September 30th;
    - (iii) January 31st, for the quarter October 1st to December 31st; and
    - (iv) April 30th, for the quarter January 1st to March 31st; or
  - b) other provisions for reporting, as outlined in Appendix B; and
  - c) an annual report for the fiscal year, including, subject to paragraph 6.4, an audited or reviewed financial statement no later than June 30, 2006.
- 6.4 Where the Agency has total revenues from all sources:
- a) in excess of \$100,000, the Agency shall submit an audited financial statement or
  - b) less than \$100,000, the Agency shall submit a financial statement, which has been reviewed, in accordance with generally accepted accounting principles, by an independent third party.
- 6.5 In the event of dissolution of the Agency, termination or non-renewal of the agreement, the Agency agrees to return all unspent monies, Department funded property, and Department funded reserve balances that resulted from surpluses accumulated through previous agreements funded by the Department for a similar purpose. All capital and other assets acquired in whole or in part through Department funding shall be disposed of in accordance with procedures approved by the Department. Cheques should be made payable to the Minister of Finance.
- 6.6 Where, in the opinion of the Department, the Agency fails to comply with the provisions of this agreement, the Department may withhold any payment due to the Agency until such time as the Agency complies with this Agreement to the satisfaction of the Department.
- 6.7 The Agency agrees to comply with the Department's Financial Reporting Guide.

7.0 **REVIEW**

- 7.1 The Agency shall participate in a review by the Department, where the review is initiated by the Department or the agency, of the services provided by the Agency pursuant to this Agreement. As part of the review, the agency agrees to accommodate site visits, and shall provide program information, statistics and any financial data when requested by the Department.
- 7.2 The nature, scope and timing of the review shall be determined by the Department.

8.0 **ASSISTANCE**

- 8.1 An employee of the Department will be assigned to supply assistance and advice as may be requested by the Agency and agreed to by the Department.

9.0 **CONFIDENTIALITY**

- 9.1 The Agency agrees that its Board of Directors, employees and volunteers shall treat as confidential any information received with respect to any client of the Agency.
- 9.2 The Agency shall use the information provided by the Department only as necessary to fulfil the obligations of the agreement and shall not use the information for any other purpose.
- 9.3 Where personal information is provided by the Department, the Agency shall have in place and shall follow reasonable security policies and procedures to protect and safeguard the personal information. Specific requirements may be outlined in the appendices to this agreement.
- 9.4 The Agency shall not disclose any information to third parties, except where specifically authorized by this agreement or where approved by the Department.
- 9.5 The Agency shall only provide the information to those individuals within the organization who need to know the information to perform the obligations under this agreement.
- 9.6 The Agency will retain the records it creates for a period of not less than seven years (or longer when specified), after which time they will be securely destroyed.
- 9.7 Clauses 9.1 to 9.6 of this agreement shall survive the expiration or termination of this agreement.

10.0 **CONFLICT OF INTEREST**

- 10.1 Agency boards must develop internal codes of conduct or group guidelines, in relation to conflict of interest issues, which shall serve as a reference point for board members and staff.

11.0 **INDEMNIFICATION**

- 11.1 The Agency hereby indemnifies and saves harmless the Government of Saskatchewan, the Minister of Community Resources and Employment, and their employees and agents against all claims, damages, costs, losses, expenses, actions and suits caused by or arising out of, directly or indirectly, the performance of this Agreement or by reason of any matter or thing done, permitted or omitted to be done by the Agency or its agents or employees whether occasioned by negligence or otherwise that is relative to this Agreement.

12.0 INDEPENDENT CONTRACTOR

12.1 The Agency expressly acknowledges and agrees that it has no authority to act as an agent of the Government of Saskatchewan or the Department and will not hold itself out as such an agent.

13.0 ASSIGNMENT AND SUBCONTRACTING

- 13.1 Without the prior written consent of the Department, the Agency shall not:
- a) assign, either directly or indirectly, this Agreement or any right under this Agreement; or
  - b) subcontract any obligations of the Agency under this Agreement.
- 13.2 Subcontracts entered into by the Agency shall not relieve the Agency of any of its obligations under this Agreement or impose any obligation or liability upon the Government of Saskatchewan or the Department to any such subcontractor.

14.0 GENERAL

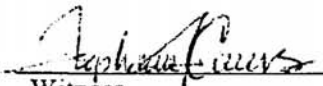
- 14.1 This Agreement will be governed by and construed in accordance with the laws of the Province of Saskatchewan.
- 14.2 Any notice pursuant to this Agreement shall be given by registered mail addressed to:


Deputy Minister of Community Resources and Employment  
Department of Community Resources and Employment  
1920 Broad Street  
Regina, Saskatchewan  
S4P 3V6

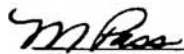
And Oyate Ataya Wakanyeaja Owicakiyapi Inc.  
163 Thompson Avenue  
Regina, Saskatchewan  
S4N 5L2

WHEREAS the parties hereto have executed this Agreement on the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Agency

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Department

## Appendix A (cont.) Service Agreement

### APPENDIX B

**AGENCY:** Oyate Ataya Wakanyeaja Owicakiyapi Inc.  
**PROGRAM:** Children's Group Home  
**I.D.#:** ACF20

The objective of the Regina Safe House program is to provide safe shelter, individualized care, counselling, and family-centred case planning for sexually exploited children and/or children whose circumstances place them at considerable risk to become sexually victimized.

1. The Agency shall employ staff as identified in Appendix A to deliver the services and meet program objectives as outlined in the Agency's application to the department for funding.
  2. The Agency shall:
    - (a) operate a temporary shelter for children 12 - 15 years of age who are victims of sexual exploitation on the street or are at imminent risk of being sexually abused. On an exceptional case basis, consideration may be given by the Agency to admit children who are under the age of 12 years;
    - (b) design and implement an integrated, family-centred case management process that will address the safety needs of the child; assess and respond to their developmental, educational, medical, cultural and family needs; maintain appropriate family relationships and supportive involvement; strengthen cultural awareness, provide access/refer child to community-based resources and helping services, and ensure that the child and family participate fully in all planning decisions;
    - (c) ensure that appropriate legal status for care under *The Child and Family Services Act*, or by parental agreement, is established upon admission for each child entering the Safe House;
    - (d) assign a primary Safe House counsellor for each resident upon admission. This worker will assume lead responsibility for development and co-ordination of an individualized case plan for the child and identify the personal and family support services needed by the child to successfully prevent further street involvement;
    - (e) provide residential care services primarily to Aboriginal children but shall not exclude children from other cultures;
    - (f) promote a community response to child sexual exploitation on the streets through community awareness and education;
-

- (g) establish and maintain positive working partnerships with other community helping agencies and programs that work with at risk children and youth, police, City of Regina officials, and appropriate community associations;
  - (h) provide suitable nutritious food according to the Canada Food Guide at regular supervised meal times, and arrange to provide seasonal clothing for the children, the quality and style of which is consistent with the standards of the community;
  - (i) encourage the child to attend school or other suitable educational assessment and programming, or alternatively, participate in purposeful activities consistent with the established case plan;
  - (j) encourage the child to participate in suitable recreational and cultural activities in order to enhance the child's personal, social and spiritual development;
  - (k) ensure that the child has access to medical, dental and optical care and treatment as consented to by the Department of Community Resources and Employment or the First Nation Child and Family Service Agency caseworker or legal guardian. If authority for care is under a voluntary agreement (Sec. 9, *The Child and Family Services Act*), consent for medical treatment is required from the parent/guardian who made the agreement for care with the department or the FNCFS agency.
  - (l) treat as confidential all information gained with respect to any child;
  - (m) take appropriate steps to achieve personal and family-centred goals and objectives set for each child;
  - (n) notify the appropriate department or FNCFS agency caseworker in a timely manner of any significant change in the circumstances of a child (ex. family disruption, personal trauma) and furnish full information and particulars concerning any child upon request;
  - (o) advise the department or FNCFS caseworker in a timely manner of any serious incident involving a resident in the home or community. Incidents include, but are not limited to, any acts which may constitute the commission of a criminal offense, self-harming behaviour, leaving the program without permission, or involvement in incidents within the community which may result in negative public attention;
  - (p) convene a formal "admission" case planning conference as soon as practicable following admission. This meeting shall include, at minimum, the participation of the child, department or FNCFS caseworker, Safe House supervisor or staff designate, parent(s)/guardian(s) and any other significant person whose involvement would be helpful in case planning decisions.
-

The purpose of the admission conference is to review the child's circumstances and needs, set child-focussed and family-centred case planning goals and plans, and to consider discharge resource options for the child.

- (q) convene a formal case planning conference with the same participants (or representatives) involved in the admission conference at regular intervals not exceeding six weeks following the admission conference. The purpose of the planning conference is to review child's progress and developmental needs, review case planning goals, and discuss future family-centred service and resource needs.
- (r) present a verbal report to participants of the planning conference which, at minimum, summarizes the child's progress towards goals established at admission, significant personal and family issues, relationships with Safe House program staff, relationships with peers, family involvement, school attendance and progress, and any medical issues or treatments provided;
- (s) discourage the use of tobacco products by children, and not furnish or permit the use of tobacco products within the home, consistent with the lawful requirement of *The Minors Tobacco Act*, and federal legislation, the *Sale of Tobacco to Young Persons Act*.
- (t) advise children about the role and responsibilities of the Children's Advocate and provide residents with approved written information as may be provided by the Office of the Children's Advocate;
- (u) submit to the department a monthly statistical population report in a format agreed to by the Agency and the department/FNCFS agency.

The department shall:

- (a) assign a community program consultant to assist the Agency with fiscal management issues and Board training opportunities;
- (b) assign a regional social worker/manager to liaison with the Safe House, provide program consultation and casework support, assist in co-ordination of staff training opportunities, and be a department contact person for the Agency to assist in resolution of any significant casework or operational issues;
- (c) provide, upon request, senior program consultation in an advisory capacity, as approved by Treaty Four Urban Services.

## Appendix B

### Summary of Recommendations

#### 1. Recommendation SYS.06(06)

*That Oyate and DCR develop a comprehensive programming model, having regard to the following elements:*

- (a) Effective admission criteria and screening processes that identify risks to the child and considers the appropriateness of the placement;*
- (b) Individual case planning and management that includes:*
  - o Cultural sensitivity appropriate to the individual child.*
  - o Transitional strategies for the child.*
  - o Appropriate counseling by trained professionals.*
  - o Ongoing risk assessment;*
- (c) Safety and security concerns including:*
  - o Control of contraband materials entering the facility.*
  - o Control of weapons and other dangerous material entering the facility.*
  - o Background and police checks of all staff, Board members and any other personnel, including family members, in contact with the children; and*
- (d) Effective communication protocol that includes:*
  - o Sharing of information between DCR and the facility.*
  - o Proper documentation and tracking of case plans and strategies.*

#### 2. Recommendation SYS.07(06)

*That DCR and Oyate develop an operational protocol, having regard to the following elements:*

- (a) Clearly defined roles and responsibilities for the Board and staff;*
- (b) Job descriptions for all staff members;*
- (c) Clearly outlined reporting responsibilities and processes;*

*(d) A schedule for ongoing staff development and training; and*

*(e) Regularly scheduled meetings.*

### **3. Recommendation SYS.08(06)**

*That DCR and Oyate sign a new service agreement that:*

*(a) Clearly identifies and defines the roles and responsibilities of Oyate and DCR in the context of The Child and Family Services Act;*

*(b) Clearly articulates the role of DCR in case management and planning;*

*(c) Provides for a screening protocol (Placements Committee) that clearly defines the parameters for services delivered at the facility and a referral protocol for those services that fall outside of those parameters;*

*(d) Contains a formalized 'duty to report child protection issues' clause; and*

*(e) Involvement of DCR and experiential youth on the Board of the Safe House.*

### **4. Recommendation SYS.09(06)**

*That all recommendations of the Children's Advocate and Provincial Auditor be implemented prior to the resumption of operations at the Oyate Safe House. Failing such implementation, that DCR discontinue both the placement of children and the funding of the Oyate Safe House.*

### **5. Recommendation SYS.10(06)**

*That Oyate Safe House staff be permanent and that Oyate Safe House staff include appropriate gender role models and be reflective of the children's culture and life experiences.*

### **6. Recommendation SYS.11(06)**

*That each and every child upon admission to Oyate be assigned a primary case worker on a consistent basis.*



## **7. Recommendation SYS.12(06)**

- (a) *That the Oyate Safe House improve the safety and security of residents by reducing 'runs', interpersonal conflicts and providing enhanced protection when residents are away from the facility; and*
- (b) *That improvements identified include:*
- *Alarming all external exits to increase the safety of children.*
  - *Making staff aware of children exiting and entering the facility.*
  - *Developing a risk assessment tool to determine the level of supervision that is required when residents attend outside programming (school, family visits).*

## **8. Recommendation SYS.13(06)**

- (a) *That Oyate Safe House admission criteria be developed that clearly identify the children who would best benefit from placement at the Safe House; and*
- (b) *That admission criteria include a screening protocol and level or classification system that strives to place children who are stabilized in their addictions and interested in exiting the street.*

## **9. Recommendation SYS.14(06)**

*That the Department of Community Resources and Oyate establish a collaborative partnership process within 60 days of the date of issue of this report, to develop a shared vision and common service delivery principles for Oyate:*

- (a) *That this collaborative partnership process also include experiential children;*
- (b) *That a new service agreement be signed between the two parties (Oyate and DCR) that incorporates the recommendations set out in the respective reports of the Children's Advocate and the Provincial Auditor; and*
- (c) *That DCR report its progress on this process to the Children's Advocate by December 31, 2006 for inclusion in the CAO Annual Report.*

**OR ALTERNATIVELY**, *in the event of a failure on the part of DCR and Oyate to arrive at a collaborative partnership process with a shared vision and common service delivery principles:*

- (d) That the Department of Community Resources discontinue all funding and placement of children at the Oyate Safe House permanently; and*
- (e) That a new Request For Proposal be circulated, with a stronger emphasis being placed on the selection of qualified candidates with demonstrated experience in the area of service delivery to sexually exploited children.*