

**ALASKA TRIBAL CHILD WELFARE  
COMPACT**

**BETWEEN**

**CERTAIN ALASKA NATIVE TRIBES AND TRIBAL ORGANIZATIONS**

**AND THE**

**STATE OF ALASKA**

**DECEMBER 15, 2017**

# ALASKA TRIBAL CHILD WELFARE COMPACT

DECEMBER 15, 2017

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**ALASKA TRIBAL CHILD WELFARE COMPACT  
BETWEEN  
CERTAIN ALASKA NATIVE TRIBES AND TRIBAL ORGANIZATIONS  
AND THE  
STATE OF ALASKA  
DECEMBER 15, 2017**

*This Alaska Tribal Child Welfare Compact ("Compact"), which is effective December 15, 2017, is made and entered into by and between the State of Alaska and certain Alaska Native Tribes and Tribal Organizations acting collectively, as set forth in Exhibit A. This Compact authorizes the Governor, or his designee the Commissioner of the Alaska Department of Health and Social Services, to enter into this Compact and Support, Services, and Funding Agreements with the governing bodies of participating Alaska Native Tribes and Tribal Organizations. This Compact reflects the State of Alaska's constitutional and statutory obligation to provide child welfare services and authority to enter into inter-governmental agreements with Tribes and Tribal Organizations to fulfill its obligations, the authority of Alaska Native Tribes and Tribal Organizations under federal and tribal law to exercise authority over child welfare matters, and the unique state-tribal cooperation that has developed in Alaska to ensure improved compliance with the Indian Child Welfare Act and transformation of child welfare services in an effort to reduce the rate of out of home placement and improve the well-being of all Alaskan children and families.*

**RECITALS**

**WHEREAS**, all of Alaska's children have the right to grow up in safe, stable, and nurturing environments so they can reach their full potential. This includes the right to be safe, to be loved, to be nurtured, and to have adequate shelter, nutrition, and health care;

**WHEREAS**, all of Alaska's children have the right to be free of physical or emotional abuse, to be protected from sexual abuse and exploitation, and to be free from neglect, discrimination, and the demeaning or destructive acts of others;

**WHEREAS**, children's well-being and welfare are threatened by child abuse and neglect, alcohol and drug abuse in their families, poverty in their communities, family violence in their home, and institutional racism;

**WHEREAS**, Alaska Native Tribes, Tribal Organizations, and the State of Alaska share an obligation to Alaska's Native children, and it is the policy of Alaska Native Tribes, Tribal Organizations, and the State of Alaska to protect the best interests of Alaska Native children and to promote the stability and security of Alaskan families;

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**WHEREAS**, increasing tribal involvement in child welfare matters will encourage community involvement, create greater local accountability with respect to child well-being and safety, and promote a stronger link between Tribes, the State, and all Alaskans;

**WHEREAS**, Alaska Constitution, Article VII, Section 5 requires that the Legislature provide for the public welfare, and the Legislature has adopted a statutory scheme to address the protection of all of Alaska's children from abuse, neglect, and abandonment. The Office of Children's Services ("OCS") is charged with enforcing these state laws and endeavors to keep all children safe and families together;

**WHEREAS**, the Alaska Native people have governed themselves and lived in the area known as Alaska since time immemorial. Tribal governments existed in Alaska before the formation of the United States and the State of Alaska;

**WHEREAS**, Alaska is the home of 229 federally recognized Alaska Native Tribes. These federally recognized tribal governments in the State of Alaska

. . . have the same governmental status as other federally acknowledged Indian tribes by virtue of their status as Indian tribes with a government-to-government relationship with the United States; are entitled to the same protection, immunities, privileges as other acknowledged tribes; have the right, subject to general principles of Federal Indian law, to exercise the same inherent and delegated authorities available to other tribes; and are subject to the same limitations imposed by law on other tribes.

*Indian Entities Recognized and Eligible to Receive Services from the United States Bureau of Indian Affairs*, 58 Fed. Reg. 54364 (Oct. 21, 1993); 82 Fed. Reg. 4915 (Jan. 17, 2017);

**WHEREAS**, the State of Alaska recognizes and supports the unique status of Alaska Native Tribes and their right to a sovereign existence, self-government, and self-determination. The State recognizes their inherent tribal authority to initiate and adjudicate actions related to children subject to the Tribe's jurisdiction and deliver local, culturally relevant services and other programs to support the well-being of their communities through a holistic and healing approach;

**WHEREAS**, the State of Alaska values government-to-government relations with Alaska's sovereign Tribes and recognizes that the development of strong, reliable government-to-government relationships between the Tribes and the State of Alaska benefits all Alaskans. Government-to-government agreements are required for information sharing purposes so that both systems are able to build trust, and track progress and outcomes of the families served;

**WHEREAS**, the "Transforming Child Welfare Outcomes for Alaska Native Children Strategic Plan 2016-2020" was developed by a variety of stakeholders, including OCS and tribal representatives, with the recognition that "Alaska Native culture keeps Alaska Native children safe." Both OCS and Tribes believe that children are the most precious resource of Tribes and the cornerstone of Tribes' survival as sovereign nations;

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**WHEREAS**, historical trauma has impacted the lives of Alaska Native children and families, and the foundation of healing is within tribal cultures, values, and traditions;

**WHEREAS**, all Alaska Native children have the right to a name and tribal identity, and the right to retain connections and relationships with their birth families and to know their extended family, community, and Tribe;

**WHEREAS**, healthy families are more likely when children remain in their home or community, and parents can access supportive services close to home. When children must be removed, frequent, dependable, and meaningful visitation between parents and children who have been removed significantly increases the likelihood of reunification as an outcome;

**WHEREAS**, Alaska Native Tribes know what is best for their children, Alaska Native families and communities are the best places for their children to thrive, and Alaska Native children steeped in the love, values, and culture of their Tribe have the best chance of being healthy, engaged members of society;

**WHEREAS**, Tribes and Tribal Organizations have increasingly demonstrated their capacity and competence to make real differences in their families' lives and improve outcomes. The experience in Alaska is that as Tribes acquire resources to more completely fulfill this authority, the number of Alaska Native children who become subject to OCS investigations and custody actions diminishes. In addition, when Tribes and Tribal Organizations collaborate with or take on responsibilities for OCS, the outcomes improve;

**WHEREAS**, certain Tribes in Alaska have formed and authorized certain Tribal Organizations, Consortia, and Inter-Tribal Consortia as defined in 25 U.S.C. § 5304(*I*), 25 C.F.R. § 1000.2, and 25 U.S.C. § 5381(a)(5), respectively, for the purpose of providing services to Alaska Natives and to contract with federal and non-tribal agencies for such purposes as well as to provide services to the other residents of their respective service areas, as permitted under by Section 813 of the Indian Health Care Improvement Act, as amended, codified at 25 U.S.C. § 1680c, or other applicable law;

**WHEREAS**, for decades Alaska Native children have been removed from their homes at rates that are disproportionate to non-Native children both in state and nationwide. When drafting the Indian Child Welfare Act ("ICWA"), 25 U.S.C. § 1901 *et seq.*, Congress was presented with Alaska-specific statistics that showed that from 1973 to 1976, one out of every 29.6 Alaska Native children was adopted—a rate five times higher than non-Native children (1 out of 134.7). Of the Native children who were adopted, 93% were placed in non-Native families. Similarly, Alaska Native children were three times more likely than non-Native children to be in foster care. Congress was thus keenly aware that adoptions of Alaska Native children into non-Native homes, through state court proceedings, was removing Native children from their Tribes and their Native cultures. *S. Rep. No. 95-597*, 95th Cong., at 46 (1977);

**WHEREAS**, separation from family and culture has profound effects on children. Studies show that the psychological damage of cultural separation begins at a very young age. Even those



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Indian children who are adopted in infancy have shown the adverse psychological effects of being raised in a non-Indian home. Indeed, Congress considered research that Indian children adopted in infancy endured cultural confusion that led to social and psychological problems. *See Mississippi Band of Choctaw Indians v. Holyfield*, 490 U.S. 30, 33 (1989); *see also* Solangel Malonado, *Race, Culture and Adoption: Lessons from Mississippi Band of Choctaw Indians v. Holyfield*, 17 COLUM. J. GENDER & L. 1, 7 (2008);

**WHEREAS**, now, nearly 40 years after ICWA's enactment, severe disproportionality still exists in Alaska. Fifty-seven percent of the children in out of home care are of Native descent, but Native children only make up 18.9% of the overall population of Alaskan children. U. S. DEPARTMENT OF HEALTH AND HUMAN SERVICES, CHILDREN'S BUREAU, CHILD AND FAMILY SERVICES REVIEW: 2017 STATEWIDE ASSESSMENT 2 (2017) (hereinafter "2017 CFSR");

**WHEREAS**, in addition to high disproportionality, unbalanced OCS worker-to-caseload ratios have resulted in poor permanency outcomes for children in state custody. Alaska Native children are more likely than other children to remain in foster care for extended periods of time. In 2016, OCS reported that 27.2% of children achieved permanency within 12 months of their entry into foster care, compared to the national performance of 40.4%, while 37% of children achieved permanency within 12-23 months of entry into foster care, compared to the national performance of 43.7%. 2017 CFSR at 30;

**WHEREAS**, the reunification rate is lower for Alaska Native families as compared to reunification rates overall. In 2016, OCS reported a placement with siblings rate of 90%, compared to the national performance of 95%. 2017 CFSR at 34. OCS reported a visiting with parents and siblings while in foster care rate of 84%, compared to the national performance of 95%. 2017 CFSR at 34. Finally, OCS reported a kinship placement rate of 95%, which was equal to the national performance, but has risen 10% since 2014. 2017 CFSR at 35, 37;

**WHEREAS**, state compliance with ICWA has been impeded by the lack of ICWA foster homes in Alaska. Despite recruitment efforts, there are not enough Native foster homes in either urban or rural areas to place children in a family of their culture. Of the 1,391 foster homes in the state in 2016, only 348—or 25%—meet ICWA placement preference criteria. As a result, 29% of Alaska Native and American Indian children in state custody were placed in out-of-placement preference/non-ICWA compliant homes. 2017 CFSR at 37. Moreover, of the Alaska Native and American Indian children that exited state custody last year, 352 were reunified with their parents, 96 were placed with a relative through adoption or guardianship, while 122 were adopted or entered into a guardianship in non-Native, non-relative homes. WESTERN AND PACIFIC CHILD WELFARE IMPLEMENTATION CENTER, DATA DASHBOARD WORKGROUP STATUS UPDATE, ALASKA CHILD WELFARE DISPROPORTIONALITY REDUCTION PROJECT (Feb. 2013);

**WHEREAS**, the survival of Alaska Native culture continues to be seriously impacted by the adoption rate of Alaska Native children, which, as described above, is still severely disproportionate to the adoption rate of the general population of Alaska children and children nationwide;

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**WHEREAS**, the high vacancy and turnover rates within OCS, coupled with short tenures, increases the number of cases OCS workers must carry. The recommended national standard is 12 cases per worker. However, Alaska child welfare workers carry at least 16 cases—25% more than the national standard. 2017 CFSR at 18. This lack of resources impedes the State’s ability to effectively address the problem of disproportionality among Alaska Native children in state custody that has existed since statehood;

**WHEREAS**, Alaska is facing unprecedented fiscal and social challenges due to the economic downturn and opioid epidemic, which will make it more difficult for OCS to meet the needs of families and children—particularly since the agency struggles with a 34% vacancy and turnover rate, with most new workers only staying on the job for 18 months. 2017 CFSR at 2;

**WHEREAS**, the data shows widespread disparities of Alaska Native people in all service sectors of society, and it is recognized that families involved in child welfare often require assistance from other state departments and/or tribal programs to address their needs;

**WHEREAS**, state and tribal resources are limited, and both the State, Tribes, and Tribal Organizations recognize the need to partner, prioritize, and maximize our existing resources for the benefit of the families we serve;

**WHEREAS**, the State is committed to working with Tribes and Tribal Organizations to further strengthen Alaska’s ability to meet the needs of Alaska’s communities and families;

**WHEREAS**, the parties agree to work in good faith and in a spirit of cooperation to accomplish the purpose of providing services to children under this Compact;

**WHEREAS**, nothing in this Compact creates, alters or diminishes the jurisdiction of Tribes, including the inherent and statutory authority of Tribes over health and welfare, including child protection and custody matters, or the status of Indian country;

**NOW, THEREFORE**, the Governor and signatory Tribes and Tribal Organizations (hereafter collectively “the Co-Signers”) do hereby agree to enter into, undertake, and be bound by this Compact in accordance with the foregoing recitals and the following terms and conditions.

### **ARTICLE 1 — PURPOSE AND SCOPE**

**1.1** This Compact is intended to improve outcomes and strengthen the child welfare services administered by the State directly and through Co-Signers; recognize and support the child welfare services administered and carried out by Tribes directly and indirectly through authorized Tribal Organizations and for the benefit of the State; and to improve the effectiveness of services of the State, Tribes, and Tribal Organizations by encouraging and providing for collaboration and cooperation in the administration of child welfare and the protection of Alaska’s children. This Compact shall be carried out in ways that strengthen the government-to-government relationship between the State and Tribes and to promote the autonomy of the Tribes in Alaska in the realm of child welfare services.

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**1.2** This Compact is intended to enable the State and Co-Signers to redesign child welfare services and to reallocate funds for services; to enhance the effectiveness and long-term financial stability of the State and Co-Signers; and to improve and streamline child welfare services in Alaska.

**1.3** This Compact enables the State of Alaska to maintain and improve its unique and changing relationship with Tribes and Tribal Organizations through orderly transition from state control of child welfare to direct or collaborative involvement with Tribes and Tribal Organizations in order to improve the well-being of Alaska's children.

**1.4** This Compact and the Support, Services, and Funding Agreements ("SSFA") entered into between the State and Co-Signers pursuant to this Compact shall be liberally construed for the benefit of the Co-Signers to recognize inherent authority of Tribes, and make available support and transfer authority and resources from the State to Co-Signers in order to achieve the purposes of this Compact.

**1.5** The Governor hereby pledges that the State of Alaska shall conduct all relations with the Tribes on a government-to-government basis.

**1.6** Nothing in this Compact or related SSFA shall be construed to limit or reduce in any way the service, contracts, or funds that any Tribe or Tribal Organization is eligible to receive. It is the intent of the parties to this Compact that the Compact shall not have an adverse impact on any Tribe choosing not to participate in this Compact directly or indirectly through a Tribal Organization.

### **ARTICLE 2 — DEFINITIONS**

In this Compact and related SSFAs,

**2.1** "Authorizing Tribe" means a Tribe participating in the Compact through a Tribal Organization pursuant to Section 4.2.1.2.

**2.2** "Background check" means the results of a review by the Background Check Unit within the Department of an individual under the authority of AS 47.05.300 through AS 47.05.390, and regulations adopted at 7 AAC 10.010 through 7 AAC 10.990. A background check includes criminal history checks.

**2.3** "Commissioner" means the Commissioner of the Alaska Department of Health and Social Services.

**2.4** "Co-Signer" means a Tribe and/or Tribal Organization that is a signatory to this Compact.

**2.5** "Criminal history checks" mean the results of a state and national fingerprint-based review of an individual's criminal history by the Department of Public Safety under AS 12.62.005 through AS 12.62.900 under the authority of Public Law 52-544.

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**2.6** “Day” and “days” shall be construed to mean calendar day(s), unless otherwise stated, to begin the day after the triggering event.

**2.7** “Department” means the Alaska Department of Health and Social Services.

**2.8** “Federal law” means the United States Constitution, acts of Congress, statutes, rules and regulations, treaties, federal court decisions, and executive memoranda and orders.

**2.9** “Governor” means the Governor of the State of Alaska or designee, who is the Commissioner of the Alaska Department of Health and Social Services.

**2.10** “Include” and “including” shall be construed as though followed by the phrase “but not limited to.”

**2.11** “Indian” has the meaning given the term “Indian” in 25 U.S.C. § 1903(3).

**2.12** “Indian child” has the meaning given the term “Indian child” in 25 U.S.C. § 1903(4).

**2.13** “Indian child’s Tribe” has the meaning given the term Indian child’s Tribe in 25 U.S.C. § 1903(5).

**2.14** “Legitimate interest” has the meaning defined by regulation, or means the interest in an Indian child, as defined by 25 U.S.C. § 1903(3), and in the Indian child’s family:

**2.14.1** by:

**2.14.1.1** the Indian child’s Tribe, as defined in 25 U.S.C. § 1903(5); or

**2.14.1.2** a Tribal Organization that delivers child welfare services on behalf of or in support of the Indian child’s Tribe; or

**2.14.1.3** a Tribe or Tribal Organization that delivers child welfare services in a service delivery area where the child is present or resides, provided the Tribe or Tribal Organization under this subsection shall notify the Tribe in which the child is a member or eligible for membership, if known, that child welfare services may be provided; and

**2.14.1.4** signing this Compact, each Co-Signer to this Compact expressly recognizes the “legitimate interest” of any Tribe or Tribal Organization identified in Section 2.14.1.3 in children who are present or reside in the service delivery area of that Tribe or Tribal Organization, and expressly authorizes that Tribe’s or Tribal Organization’s authority to receive information, including otherwise confidential child protection information, regarding those children;

**2.14.2** provided that:

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**2.14.2.1** for the purposes of determining “legitimate interest” the State shall treat any child for whom there is a reason to know that a child is a member of a Tribe as an “Indian child,” if any of the conditions set forth in 25 C.F.R. § 23.107(c) are present, including that the State is informed that the domicile or residence of the child, the child’s parent, or the child’s Indian custodian is on a reservation or in an Alaska Native village; and

**2.14.2.2** exercise of “legitimate interests” under this Compact shall not be construed as affecting decisions about whether a Tribe is entitled to intervene in state court, seek transfer from state court, or exercise jurisdiction in tribal court.

**2.15** “Protective services report” (“PSR”) means a “report of harm” as that term is used in AS 47.17, and includes information provided to the Department pursuant to that chapter whether orally or in writing.

**2.16** “Services” means those programs, activities, functions, and services, or portions thereof, that are eligible for performance by a Tribe or Tribal Organization pursuant to an SSFA between the State and the Tribe or Tribal Organization, including those administrative activities supportive of such programs, activities, functions, and services, or portions thereof.

**2.17** “State law” means the Constitution of the State of Alaska, acts of the legislature, statutes, rules and regulations, and state court decisions.

**2.18** “Support, Services, and Funding Agreement” or “SSFA” means an agreement between a Co-Signer and the Department in which the terms and conditions for carrying out Services on behalf of the State and for receiving funding under this Compact shall be addressed.

**2.19** “Tribal law” means the constitutions, statutes, codes, ordinances, rules, traditional customs, resolutions, court decisions, proclamations, compacts, or any direction issued under a Tribe’s inherent authority by virtue of its sovereignty, including a Tribe’s traditional law, which may be communicated orally and not in writing.

**2.20** “Tribal Organization” has the meaning given the term “Indian organization” in 25 U.S.C. § 1903(7), and any entity that falls within the definition of “tribal organization” in 25 U.S.C. § 5304(f), “consortium” in 25 C.F.R. § 1000.2, and “inter-tribal consortium” in 25 U.S.C. § 5381(a)(5).

**2.21** “Tribe” has the meaning given the term “Indian tribe” in 25 U.S.C. § 1903(8), and any entity that falls within the definition of “Indian tribe” in 25 U.S.C. § 5304(e).

### **ARTICLE 3 — AUTHORITY**

This Tribal Child Welfare Compact and the related SSFAs are authorized pursuant to applicable federal, state, and tribal law to implement child welfare services and support identified in this Compact and related SSFAs. The authority includes the following:

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**3.1 Federal Authority.** This Compact and related SSFAs are entered into under the authority of the Indian Child Welfare Act, 25 U.S.C. § 1919; Social Security Act, 42 U.S.C. § 672; Indian Self-Determination and Education Assistance Act ("ISDEAA"), Public Law 93-638, 25 U.S.C. § 5301 *et seq.*; Indian Health Care Improvement Act, Public Law 94-437, as amended, 25 U.S.C. § 1601 *et seq.*; and Indian Child Protection and Family Violence Prevention Act, Public Law 101-630, as amended, 25 U.S.C. § 3210 *et seq.*

**3.2 State Authority.** The Department may enter into agreements with Alaska Native Tribes or Tribal Organizations under 25 U.S.C. § 1919 respecting the care and custody of Native children and jurisdiction of Native child custody proceedings. AS 47.14.100(g). The provisions of AS 47.10 shall be liberally construed to achieve the end that a child coming within the jurisdiction of the court under this chapter may receive the care, guidance, treatment, and control that shall promote the child's welfare and the parents' participation in the upbringing of the child to the fullest extent consistent with the child's best interest and follow the findings set out in AS 47.05.065.

**3.3 Tribal Authority.** Tribes have inherent authority to provide for the well-being of their members, including authority to carry out public health and safety programs, including child welfare and child protective services. In addition, and without diminishing inherent tribal authority, Co-Signers that enter into contracts or compacts under ISDEAA and other applicable federal law, have the authority and obligation to carry out federal programs, services, functions, and activities, or portions thereof, as if they were the federal agency.

## **ARTICLE 4 — SIGNATORIES**

**4.1 Generally.** This Tribal Child Welfare Compact is hereby entered into by the Governor of the State of Alaska, certain Alaska Native Tribes and Tribal Organizations, as identified in Exhibit A, authorized under applicable law to carry out the Services identified in this Compact and the related SSFAs. The principal agency of the State responsible for implementation of this Compact is the Department of Health and Social Services. However, all departments and agencies listed in Exhibit B, are each obligated to cooperate in fulfilling the purposes of this Compact and any responsibilities of the State under this Compact, including any responsibilities specifically set forth which are designated as being the responsibility of such State entity.

### **4.2 Tribal Signing Authority and Effect.**

**4.2.1 Tribes.** A Tribe may participate in this Compact either directly, indirectly, or both.

**4.2.1.1 Directly.** A Tribe that intends to carry out Services under this Compact, or receive support to carry out its inherent governmental authority or responsibilities regarding the welfare of its community pursuant to this Compact, may enter into this Compact and related SSFA if authorized by official action of its governing body.

**4.2.1.2 Indirectly.** The governing body of a Tribe that intends to participate in this Compact and an applicable SSFA through delegation of authority to another Tribe or Tribal

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Organization must authorize such other Tribe or Tribal Organization to enter into this Compact and related SSFA on its behalf.

**4.2.2 Tribal Organizations.** A Tribal Organization may enter into this Compact and related SSFA on behalf of Tribes that have individually authorized it to do so, or on its own behalf, under authority the Tribal Organization exercises pursuant to ISDEAA, provided that certain governmental functions may be carried out by a Tribal Organization only upon express authority of one or more Tribes.

**4.2.3 Transitional Negotiation of the SSFAs.** The State and Co-Signers agree to continue negotiating common provisions of the SSFA and the State agrees to make itself available through December 15, 2017 to negotiate with Co-Signers who wish to complete an SSFA. The mutual goal of the State and Co-Signers is to ensure that all Co-Signers of this Compact that wish to have an SSFA shall be able to complete their negotiations in a joint setting prior to December 15, 2017.

## **ARTICLE 5 — EFFECTIVE DATE, TERM, AMENDMENT, AND TERMINATION**

### **5.1 Effective Date.**

**5.1.1 Original Signers.** Once this Compact is approved and signed by a Co-Signer and the Governor, this Compact shall be effective as of December 15, 2017 (“Effective Date”).

**5.1.2 Subsequent Signers.** During the term of this Compact, any Tribe or Tribal Organization that has not previously entered into this Compact may do so during the next negotiation cycle as scheduled pursuant to Section 5.3.5.

**5.2 Term of the Compact.** The term of this Compact begins on the Effective Date under Section 5.1.1, and shall continue until amended or terminated under Sections 5.3 or 5.4 below.

### **5.3 Amendment of the Compact.**

**5.3.1 Notice.** Any request to amend this Compact must be in writing and sent to the State and all Co-Signers at least 180 days prior to the next negotiation cycle pursuant to Section 5.3.5, unless the State and all Co-Signers agree to a shorter period of notice.

**5.3.2 Written Consent.** Amendments to this Compact require written consent of each of the Co-Signers and the Governor and shall be effective on a date agreed upon by all of the parties.

**5.3.3 Good Faith.** The Co-Signers and the State agree to negotiate in good faith regarding all requests to amend.

**5.3.4 Limitation.** The requirements of notice and consent under this Section 5.3 shall not apply to amendment of this Compact to add Tribes or Tribal Organizations as Co-Signers.

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Such amendment shall only require the concurrence of the additional Tribe and/or Tribal Organization and the Governor.

**5.3.5 Negotiation Cycle.** The Co-Signers and the State shall meet at dates to be mutually agreed upon to negotiate amendments to this Compact. In calendar year 2018, such meetings shall occur at least twice, and at least annually thereafter in calendar years 2019 and beyond.

### **5.4 Termination or Suspension of the Compact.**

**5.4.1 Generally.** While this Section allows for the suspension or termination of this Compact, the State and the Co-Signers agree that minor or intermittent problems should first be resolved informally in accordance with Section 11.5.1.1. The termination or suspension process should be seen as a last resort.

#### **5.4.2 By Co-Signer(s).**

**5.4.2.1 Termination By All Co-Signers.** The Co-Signers may by unanimous consent, without cause, terminate this Compact under the following conditions:

**5.4.2.1(a) Notice and Effective Date.** The Co-Signers shall provide actual written notice of the intent to terminate this Compact by unanimous consent. The effective date of such termination shall be no less than 15 months after the date of the written notice. The notice must include a proposed effective date, and be signed physically or electronically by all Co-Signers. Termination shall be effective on the proposed date or such other date agreed upon by all Co-Signers and the State.

**5.4.2.1(b) Limitation on Revocation.** Notice by the Co-Signers of termination, once given, cannot be revoked without the express written consent of the State. Such revocation shall be signed physically or electronically by all Co-Signers.

**5.4.2.1(c) Good Faith.** Prior to the effective date of the termination, the Co-Signers, the Authorizing Tribes, if any, and the State shall meet in person to discuss the reason for the proposed termination, and to negotiate in good faith to ensure an orderly transition of responsibilities and completion of all obligations of each party under this Compact and related SSFAs. Each meeting attendee shall bear its own travel expenses.

**5.4.2.1(d) Effect on SSFAs.** Termination of this Compact shall terminate the related SSFAs of the Co-Signers in accordance with the termination terms of each SSFA.

**5.4.2.2 Termination by an Individual Co-Signer with a Related SSFA.** In order to terminate its participation in this Compact, a Co-Signer with a related SSFA shall follow the termination procedures outlined in the SSFA.



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**5.4.2.3 Termination by a Co-Signer Without a Related SSFA.** A Co-Signer without a related SSFA may terminate its participation in this Compact by providing actual written notice to the State no less than 30 days prior to the proposed effective date of the termination. Termination shall be effective on the proposed date or such other date agreed upon by the Co-Signer and the State. If a Co-Signer wishes to rejoin this Compact after terminating under this Section, it must follow the procedures outlined in Section 5.1.2.

### **5.4.3 By the State.**

**5.4.3.1 Termination as to All Co-Signers.** The State may terminate this Compact, without cause, for all Co-Signers under the following conditions:

**5.4.3.1(a) Notice and Effective Date.** The State shall provide actual written notice of the intent to terminate this Compact. The effective date of such termination shall be no less than 15 months after the date of the written notice. Termination shall be effective on the proposed date or such other date agreed upon by the State and all Co-Signers.

**5.4.3.1(b) Limitation on Revocation.** Notice by the State of termination, once given, cannot be revoked without the express written consent of each Co-Signer.

**5.4.3.1(c) Good Faith.** If the State provides notice under Section 5.4.3.1(a), the State shall convene at least one face-to-face meeting of all Co-Signers, and any Authorizing Tribes that may want to participate, to discuss the reasons for the proposed termination. The State shall negotiate in good faith with the Co-Signers to ensure an orderly transition of responsibilities and completion of all obligations of each party under this Compact and the related SSFAs prior to the effective date of the termination. Each meeting attendee shall bear its own travel expenses.

**5.4.3.1(d) Effect on SSFAs.** Termination of this Compact shall have the effect of terminating each related SSFA, in accordance with the termination terms of each SSFA.

**5.4.3.2 Termination or Suspension as to an Individual Co-Signer With a Related SSFA.** If a Co-Signer has a related SSFA, the State shall follow the procedures for suspension or termination outlined in the SSFA.

**5.4.3.3 Termination or Suspension as to an Individual Co-Signer Without an SSFA.** For a Co-Signer without a related SSFA, the State may suspend or terminate the Co-Signer's participation in this Compact only for cause and only as set forth below:

#### **5.4.3.3(a) Suspension.**

**5.4.3.3(a)(1) Cause.** The State may only suspend a Co-Signer's participation in this Compact under this Section 5.4.3.3 if the Commissioner makes a finding based on clear and convincing evidence, and after considering any mitigating factors, that the Co-Signer:

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**5.4.3.3(a)(1)(A)** has materially breached this Compact; and

**5.4.3.3(a)(1)(B)** has not corrected the deficiency despite adequate notice and a reasonable opportunity to do so as provided in Section 11.5.1.3.

**5.4.3.3(a)(2) Notice.** The State shall provide actual written notice of the suspension to the Co-Signer that:

**5.4.3.3(a)(2)(A)** details the findings made pursuant to Section 5.4.3.3(a)(1);

**5.4.3.3(a)(2)(B)** describes any measures that may be necessary to remove or mitigate the risk of irreparable harm during the suspension; and

**5.4.3.3(a)(2)(C)** proposes a time within 30 business days, or another mutually agreed upon date, to hold an informal conference with the Co-Signer about the basis of the suspension, including the feasibility of measures and maintenance of supports and/or Services during the suspension.

**5.4.3.3(a)(3) Opportunity to Respond and Cure.** The Co-Signer shall have the opportunity to respond to and cure the deficiencies giving rise to the allegations for suspension, as follows:

**5.4.3.3(a)(3)(A)** Unless otherwise agreed to, the Co-Signer shall have 45 business days from the date of the notice to respond and, if appropriate, propose a Corrective Action Plan ("CAP").

**5.4.3.3(a)(3)(B)** The State shall indicate the sufficiency of the response or its approval or rejection of the CAP within 15 days of receipt. If the response or CAP is insufficient or rejected, the State shall notify the Co-Signer of such in writing and explain the deficiencies.

**5.4.3.3(a)(3)(C)** The Co-Signer may rebut the State's reply through a supplemental response and/or an alternative CAP within 15 days after receipt of the reply.

**5.4.3.3(a)(3)(D)** Within 10 days of receipt of the Co-Signer's rebuttal, the State shall notify the Co-Signer about whether the supplemental response and/or alternative CAP adequately addresses its concern. If the State and the Co-Signer do not reach an agreement regarding the Co-Signer's proposed response or the CAP, the State may notify the Co-Signer that it is suspending the Co-Signer's participation in this Compact for 90 days. If the State and Co-Signer are not able to resolve the problems leading to suspension during this period, this Compact may be terminated as set forth in Section 5.4.3.3(b).

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**5.4.3.3(a)(3)(E)** If the State and Co-Signer reach an agreement regarding the Co-Signer's proposed response or CAP, they shall meet at an agreed upon date to discuss whether the deficiency has been resolved or the CAP has been successfully completed. Once successfully completed, the process in this Section 5.4.3.3(a) shall conclude.

**5.4.3.3(b) Termination for Cause.**

**5.4.3.3(b)(1)** Termination for cause may occur if the Commissioner determines based on clear and convincing evidence that:

**5.4.3.3(b)(1)(A)** the Co-Signer has had a reasonable opportunity to cure;

**5.4.3.3(b)(1)(B)** the CAP has not been completed either by the required date or in the manner agreed upon; and

**5.4.3.3(b)(1)(C)** the deficiency has not otherwise been cured.

**5.4.3.3(b)(2) Notice.** Actual written notice of the termination shall be provided to the Co-Signer at least 15 days in advance of the proposed effective date of the termination. Such notice must contain the same findings laid out in Section 5.4.3.3(a)(2).

**5.4.3.3(b)(3) Opportunity for Dispute Resolution.** Prior to termination under this Section the Co-Signer shall have the opportunity for dispute resolution pursuant to Section 11.5. Termination of the underlying SSFAs shall be set forth in the SSFAs.

**5.4.3.3(c) Technical Assistance.** Upon request, the State shall provide technical assistance, subject to available capacity and funding, to assist the Co-Signer in overcoming the conditions that led to the findings that supported the suspension and/or proposed termination.

**5.5 Term, Amendment, and Termination of SSFAs.** The term, amendment, suspension, and termination of an SSFA shall be governed by the SSFA.

**5.6 Status After Termination.**

**5.6.1 Effect on Grants and Other Agreements with the State.** Termination of this Compact or related SSFA, without cause, shall have no effect on any grants awarded to a Co-Signer or on any other services or funding the Co-Signer is entitled to receive based on agreements made outside this Compact and related SSFA.

**5.6.2 Effect on Documents Incorporated by Reference.** Termination of this Compact or an SSFA for cause or without cause shall not have any effect on the applicability of any agreement incorporated by reference unless it is also expressly terminated.

**ARTICLE 6 — NON-FINANCIAL PROGRAM SUPPORT AND OPERATIONAL  
SHARED SERVICES**

**6.1 State's Commitment Generally.** The State shall provide non-financial program support and operational shared services for Co-Signers as described in this section. To the greatest extent possible, all costs of providing support under this section shall be borne by the State of Alaska, subject to the availability of appropriations. To the extent that appropriations and funding are insufficient, the State shall notify the Co-Signers in writing as soon as practicable regarding the funding shortfalls and shall set a meeting date to discuss in good faith with Co-Signers how such funding shortfalls shall impact operational shared services under Article 6 as well as potential ways to mitigate any negative impacts that arise from the shortfalls. In all instances where travel is required by the Co-Signer, travel costs shall be borne by the Co-Signer. Nothing in this section shall be construed as limiting the State from providing other forms of support.

**6.1.1 Upon Request of the Co-Signer.** As provided in this Article, upon request of a Co-Signer, the Department shall disclose all information, including child protection information that is otherwise confidential according to AS 47.17.040; 7 AAC 54.450; 25 U.S.C. § 3201 *et. seq.* Information protected under 42 C.F.R. Part 2 or the Health Insurance Portability and Accountability Act ("HIPAA") shall be disclosed when the applicable federal laws for such disclosure have been satisfied.

**6.1.2 Consent.** Nothing in this Compact shall be construed to limit access by a Co-Signer that has received consent from the subject of the information or from another person with legal authority to give consent on behalf of the subject.

**6.1.3 Justification for Withholding Information.** If disclosure sought under this Article is barred under applicable law, the State shall inform the Co-Signer in writing about the specific legal justification prohibiting such a release.

**6.2 State Departments.**

**6.2.1 Department of Health and Social Services.** In order to facilitate this Compact the following information that is within the control of the Department of Health and Social Services shall be made available to the Co-Signer:

**6.2.1.1 With a Legitimate Interest.**

**6.2.1.1(a) Protective Services Reports.** OCS shall provide the information contained in each protective services report received by, or transmitted to it, to any Co-Signer that has entered into a confidentiality agreement with the Department. If there is uncertainty about whether such a legitimate interest is present, OCS shall make inquiries of each Co-Signer that it has reasonable cause to believe might have such an interest. The communications and inquiries by OCS required under this subsection shall be made at the earliest possible time, but no later than the corresponding response period to the priority outlined under the OCS policy, and may be made telephonically, via fax or by secure e-mail addressed to a designated tribal

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official. The information required under this section with regard to screened out reports shall be provided within seven (7) days.

**6.2.1.1(b) Initial Assessment and Investigation.** OCS shall give notice to, and invite participation in, an initial assessment and investigation as provided by Section 6.2.1.1(a) subject to 7 AAC 54.040.

**6.2.1.1(c) Access to Databases and Information.** Direct access to, or information contained, in the following databases described in this section is contingent upon the Co-Signer having an SSFA to provide Services under Article 7.

**6.2.1.1(c)(1) Online Resource for the Children of Alaska (“ORCA”).** Access to ORCA, or information contained therein, or successor information systems, shall be made available.

**6.2.1.1(c)(2) Juvenile Offender Management Information System (“JOMIS”).** Access to JOMIS, or information contained therein, or any other client information system, or successor client information systems, shall be made available. AS 47.10.093(b)(15); AS 47.12.310(b)(2)(M); AS 47.12.320.

**6.2.1.1(c)(3) Eligibility Information System (“EIS”) or Alaska Resources for Integrated Eligibility Services (“ARIES”).** Access to EIS or ARIES, or information contained therein, or successor client information systems, shall be made available. *See* 7 AAC 37.040; 7 AAC 05.080. However, this does not provide access to federal social security databases.

**6.2.1.1(d) Conditions.** The databases or information contained therein described in Section 6.2.1.1(c) shall be made available:

**6.2.1.1(d)(1)** Upon execution of user agreements, confidentiality agreements, and completion of approved training by the State.

**6.2.1.1(d)(2)** To the extent the State is unable to make access available as provided in Section 6.2.1.1(c) by the Effective Date, it shall designate an individual as a point of contact from whom the Co-Signer can obtain information until such time as direct access is made available. The State shall further provide a written update to the Co-Signers on the status of direct access to each database every three months following the Effective Date.

**6.2.1.2 With a Court Order.** To the extent the information is not available with consent of appropriate persons or on some other basis permitted by applicable law:

**6.2.1.2(a) Home Studies.** Copies of guardianship and adoptive home studies shall be provided to Co-Signers as authorized under AS 25.23.150.

**6.2.1.2(b) Licensing Files.** Co-Signers that are engaged in licensing tribal foster home providers shall have access to the non-confidential portion of the licensing file

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upon request. Access to the confidential portions of the licensing file that requires a court order or consent of the person(s) being investigated shall be provided only upon satisfaction of that requirement. Open investigations of current and prospective foster parents shall be disclosed in accordance with AS 47.32.180 and AS 47.32.190.

**6.2.1.3 With Properly Executed Release of Information.** To the full extent permitted by federal and state law, OCS shall provide, upon receipt of a properly executed release of information to the Co-Signer, the information authorized for disclosure, including all of the information in the background check regarding family members, foster care or other providers, and potential providers.

**6.2.1.4 Upon Request and Subject to Availability.** Access to support described in Sections 6.2.1.4(a) and (b) shall be provided, subject to the conditions in those sections.

**6.2.1.4(a) Alaska Child Welfare Academy.** Co-Signers may send employees and volunteers to the Alaska Child Welfare Academy subject to available space. No fee shall be required for attending the Academy, as funding allows. However, travel expenses shall be the sole responsibility of the Co-Signer.

**6.2.1.4(b) Foster Care Orientation, Training, and Resources.** OCS shall make foster care orientation, training, and resources available to tribally licensed foster care providers or applicants to the same extent as they are available to state foster care providers or applicants.

**6.2.1.5 Medicaid Eligibility.** Eligibility for Medicaid in the State of Alaska shall not be limited solely because a child is in tribal custody or receiving services from a Tribe or Tribal Organization. The State shall expedite a Co-Signer's Medicaid application on behalf of a child in tribal custody to the same degree as expedited for a child in state custody. AS 47.07.020(b)(3).

**6.2.1.6 Social Security Benefit Eligibility Support.** The Department will provide technical assistance to any Co-Signer that is helping a child in its custody or the child's family, or to whom it is providing services, to obtain social security benefit enrollment, including survivor benefits and supplemental security income ("SSI") and Social Security Disability Insurance ("SSDI").

**6.2.2 Department of Public Safety ("DPS").**

**6.2.2.1 National Criminal History Record Check. AS 12.62.400.**

**6.2.2.1(a) Access to Alaska Public Safety Information Network ("APSIN").** Access to APSIN, or successor client information systems, shall be made available.

**6.2.2.1(a)(1) Conditions.** The database described in Section 6.2.2.1(a) shall be made available:

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**6.2.2.1(a)(1)(A)** Upon execution of user agreements, confidentiality agreements, and completion of approved training by the State.

**6.2.2.1(a)(1)(B)** The State shall designate an individual in DPS as a point of contact from whom the Co-Signer can obtain information until such time as the direct access is made available. The State shall further provide a written update to the Co-Signers on the status of direct access to the database every three months following the Effective Date.

**6.2.2.2 Assistance During Child Protection Investigations.** Upon receipt of a signed writ of assistance from the Alaska State Court, the Alaska State Troopers shall accompany tribal staff conducting tribal child protection investigations. To the extent DPS is permitted to charge OCS for this assistance, it may require the requesting Co-Signer to pay equivalent fees.

### **6.2.2.3 Enforcement of Tribal Court Orders.**

**6.2.2.3(a) Automatic Enforcement.** DPS shall enforce protection/protective orders issued by tribal courts, provided the order identifies the petitioner and respondent; contains provisions intending to prevent violent or threatening acts, harassment, sexual violence, contact, communication, proximity to a person, or stalking; and appears authentic on its face.

**6.2.2.3(b) Enforcement Upon Registration or Writ.** Upon receipt of a writ from a state court, the State Troopers shall enforce any tribal court order, including those identified in Section 6.2.2.3(a).

### **6.2.3 Department of Revenue.**

#### **6.2.3.1 Child Support.**

**6.2.3.1(a) Recognition of Tribal Support Orders.** Under the Uniform Interstate Family Support Act, AS 25.25.101–903, and the federal Full Faith and Credit for Child Support Orders Act, 28 U.S.C. § 1738B, the Alaska Child Support Services Division (“CSSD”) recognizes tribal child support orders just like child support orders issued by another state.

**6.2.3.1(b) Enforcement of Child Support.** Upon application and receipt of necessary documentation, CSSD shall enforce child support for a child in tribal custody. If no tribal child support order exists, CSSD shall take steps to establish an order for a child in tribal custody.

**6.2.3.1(c) Access to State of Alaska Child Support Database.** Access to databases used by CSSD, including the CSSD case management system Northern

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Support Through Automated Resources (“NSTAR”) and other or successor client information systems, shall be made available.

**6.2.3.1(c)(1) Conditions.** The databases described in Section 6.2.3.1(c) shall be made available:

**6.2.3.1(c)(1)(A)** Upon execution of user agreements, confidentiality agreements, and completion of approved training by the State.

**6.2.3.1(c)(1)(B)** To the extent the State is unable to make access available as provided in Section 6.2.3.1(c) by the Effective Date, it shall designate an individual in the Department as a point of contact from whom the Co-Signer can obtain information until such time as the access is made available. The State shall further provide a written update to the Co-Signers on the status of access to the database every three months following the Effective Date.

**6.2.3.2 Permanent Fund Dividend.** Upon request, OCS may apply for the Permanent Fund Dividends of children in tribal custody according to 15 AAC 23.113, provided the Tribe or Tribal Organization provides all the necessary documentation for the application within appropriate timeframes. Upon request, OCS shall manage such monies in trust according to the requirements of AS 47.10.115.

**6.3 Tribal Support to the State in Response to Information Regarding Matters Being Addressed by the State.** Upon receiving information regarding protective services reports or initiation of initial assessment or subsequent actions, a Co-Signer shall provide information, if known, to OCS about the child(ren) and family with regard to their tribal membership status (if disclosure of the information is permitted), location of and identity of parents, living situation, extended family members for support, any information that could impact worker safety, any previous child protection or child custody orders issued by a tribal court regarding the family, and any other information that might affect the conduct or outcome of the initial assessment and investigation.

## **ARTICLE 7 — SERVICES PROVIDED UNDER A CO-SIGNER’S SSFA**

**7.1 Delivery of Services.** The items in this article generally describe the categories of services that are often part of a child protection service system whether carried out by a Tribe or Tribal Organization or by OCS. In any specific case, each of these Services may be carried out exclusively by either a Co-Signer or OCS, or by both. This list of Services is not exclusive; there are many additional services that may be offered or provided to a child or family to assist in preventing child abuse or neglect, to achieve family stability, or to improve the well-being of children and families. When a Co-Signer carries out Services, it may be doing so under tribal authority independently or in collaboration with or for OCS. When a Co-Signer is providing Services in collaboration with or for OCS, Service delivery and funding requirements shall apply as articulated in the related SSFAs.



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**7.2 Requirements.** When Services are performed, and funding is claimed or provided under the related SSFAs, specific requirements regarding the provision of those Services will be applicable. Such requirements shall be identified expressly, or incorporated by reference in a Co-Signer's SSFA.

**7.3 Licensing and Certification.** Individuals employed by a Co-Signer in a program that satisfies the definition of being a "Tribal health program" under 25 U.S.C. § 1603(25), and who are licensed in any state to deliver services in a health profession, as that term is defined in 25 U.S.C. § 1603(10), are exempt from any requirement that they be licensed in Alaska so long as they retain their license in another state and practice within the scope of their license. *See* 25 U.S.C. §§ 1621t and 1647a.

**7.4 Village-Based Support.** The State may provide financial support to a Co-Signer to assist with child welfare activities for a term set forth in the Co-Signer's SSFA. The descriptions of activities shall be detailed in an SSFA. These funds are available only to Co-Signers that do not also receive Title IV-B or Title IV-E funds.

### **7.5 Services Provided for the Department for Fees.**

**7.5.1 Intake and Decisions on Protective Services Reports.** The State is required under Alaska law to maintain a system to receive and document all reports of suspected child maltreatment using criteria to determine if the report should be screened in or out for initial assessment. Intake is an interactive process that involves gathering current and historical information to make the appropriate screening decision: screen-in or screen-out and/or information and appropriate service referral(s). If the available information indicates that the child is either unsafe or at high risk of maltreatment, the protective services report shall be screened-in for initial assessment.

**7.5.2 Initial Assessments.** After a protective services report is screened in, an initial assessment is conducted to collect sufficient information to assess safety; determine whether the maltreatment occurred, level of future risk, and whether child protective services interventions are needed, including actions to ensure the safety of a child; and to assess future risk of maltreatment.

**7.5.3 Diligent Relative Search and ICWA Preference Search.** Relative searches are a process by which all relatives or adult family members are identified, documented, and noticed of the right to request placement. OCS may generally, or in specific cases, request that a Co-Signer perform relative, and for Indian children, ICWA placement preference searches to identify, provide notice to, and explain options to be considered as a placement option, should one be needed, and to participate in the care of the child. In all cases involving Indian children, OCS shall at a minimum seek assistance from appropriate Co-Signers in both identifying relatives and extended family for support, information, and possible placement options if removal is necessary.

**7.5.4 In Home Case Management.** Safety and case planning is a collaborative process with the parents and identified plan participants to provide the child with safe and responsible adult supervision and care. Safety plans are completed for in home cases without

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custody. The plan addresses how the children are unsafe and identifies activities for keeping children safe, and requires ongoing monitoring. Services may be provided to children in their own home when a minimal sufficient level of care can be provided.

### **7.5.5 Safety Evaluations for Unlicensed Relatives and Prospective Providers.**

A safety evaluation is a process of assessing the health, safety, and appropriateness of the potential caregiver's home for potential placement and to meet the child's needs. Before a child is placed with relative caregivers, the relative caregivers are adequately assessed for safety and care of a child.

**7.5.6 Initial Licensing, Renewal, and Support.** It is the purpose of licensing to ensure that every child committed to the custody of the Department who requires out of home care receives safe and appropriate care that meets the child's well-being, including their social and emotional needs. Before a child is placed with foster parents, the foster parents are adequately assessed for safety and care of a child.

**7.5.7 Out of Home Case Management.** Case management involves working with families and providers to establish goals, creating plans to achieve the goal, providing and referring for services to meet needs identified in assessments, monitoring and evaluating progress in achievement of the goals, and ensuring timely permanency for the children. This includes preparing court reports, participating in legal proceedings, and all administrative requirements. A case plan is a written document outlining identified services, activities, and responsibilities for children, parent(s), and care providers. The case plan must work to alleviate the underlying issues that resulted in the safety threats/concerns and to enhance diminished protective factors. It should be prepared with active participation of the child (if age appropriate), the parents or other custodians of the child, out of home care providers (if any), the Tribe or its designated Tribal Organization or both, and other legal parties.

**7.5.8 Case Worker Visits With Children, Parents, and Caregivers.** Case worker visits include assessment of child safety, needs and progress towards case plan goals including the appropriateness of the placement, well-being, cultural continuity, and permanency. Children must be met with separately and alone with the majority of visits conducted in the home.

**7.5.9 Family Contact.** Family contact refers to visits between and among children, their parents or guardians, siblings, and extended family and should occur in the least restrictive and least intrusive environment possible.

**7.5.10 Transportation.** Transportation includes arranging, providing, and/or accompanying children, parents, or caregivers to and from services necessary to prevent removal and/or meet the goals of the case plan.

**7.5.11 Adoption and Guardianship Home Studies.** Home studies are the process of evaluating and providing a comprehensive assessment and recommendations of prospective adoptive or guardianship homes for permanency. The prospective families are provided guidance on the adoptive and guardianship home study process. Home studies assist families in making the transition from temporary resource family to the role of pre-adoptive parent or guardian, and in

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assessing their own readiness and commitment to permanency and well-being of the child. The child's needs and the family's ability to meet the child's needs are assessed through the home study process.

### **ARTICLE 8 — FUNDING, PAYMENT PROCESS, AND CONDITIONS**

**8.1 Funding.** The State and Co-Signers rely on a mix of federal and state funding to carry out the Services addressed in this Compact and the related SSFAs.

**8.1.1 Duplicate Reimbursements to Co-Signers.** A Co-Signer may not receive reimbursement from both the State and a secondary funding source for the same specific Service provided under an SSFA.

**8.1.2 Subject to Appropriations by the Alaska State Legislature.** The State shall pay for Services as provided in the appropriations made to OCS.

**8.1.3 Federal Claiming.** Eligible payments made under Section 8.1.2 be claimed through the OCS Title IV-E claiming process, and federal funds received shall be retained by OCS.

### **8.2 Payment.**

**8.2.1 Generally.** Payment shall be made in accordance with each Co-Signer's related SSFA.

**8.2.2 Invoices, Billing, and Reimbursement.** Each related SSFA of a Co-Signer shall set forth the specific funding methodology, requirements for payment, and the process for submitting invoices for payment.

**8.3 Additional Funds.** Nothing in this Compact limits a Co-Signer from applying for and receiving additional funds to provide child welfare services for their populations and/or service areas. Those funds include:

#### **8.3.1 Title IV-E Agreements.**

**8.3.1.1 Direct Title IV-E Agreements.** Co-Signers may enter into a Tribal Title IV-E agreement directly with the federal government, and to the extent such an agreement is entered into, the Co-Signer assumes all financial responsibility.

**8.3.1.2 Pass-Through Title IV-E Agreements.** Co-Signers may enter into Tribal Title IV-E agreements with the State, through OCS, under which the State shall make the claims on behalf of the Co-Signer and transmit the amounts for which the Co-Signer is eligible to the Co-Signer.

**8.3.2 Grants.** Subject to appropriation and the competitive solicitation process outlined in 7 AAC 78, grant dollars may be available to a Co-Signer. However, the funds received

## **ALASKA TRIBAL CHILD WELFARE COMPACT — EFFECTIVE DECEMBER 15, 2017**

under a grant award may not be duplicative of reimbursements that are provided under any related SSFA of a Co-Signer.

**8.4 Interest on Advances.** Co-Signers receiving funds under a related SSFA pursuant to this Compact shall be permitted to retain interest earned on any funds advanced pending disbursement as authorized by law. Interest earned on advances shall not diminish the amount of funds the Co-Signer is authorized to receive under its SSFAs in the state fiscal year earned or in any subsequent state fiscal year. Income earned by a Co-Signer must be used to augment or enhance the Co-Signer's child welfare programs and must be used in a way that meets accepted standards of fiscal accountability for public money. The income earned may not be used to support or oppose any candidate for political office or any ballot proposition or to pay expenses associated with lobbying the legislature or any other governmental body.

**8.5 Delayed Budget.** In the event that a state operating budget is not passed by July 1 of each fiscal year, and the State of Alaska is required to shut down government functions in whole or in part, the funding available under this Compact shall continue under this Compact and the related SSFA only for those Services that are deemed essential during any such government shutdown.

## **ARTICLE 9 — CONFIDENTIALITY AND PRIVACY**

**9.1 General Provisions.** The State and Co-Signers agree that confidential, proprietary, and other protected information shall be shared under this Compact or related SSFAs.

**9.1.1 Protected Personal Information.** The State and Co-Signers agree to work collaboratively to identify and ensure compliance with applicable laws related to safeguarding, using, disclosing, investigating, and mitigating potential privacy and security breaches related to protected personal and health information.

### **9.1.2 Protected Health Information.**

**9.1.2.1** The State and Co-Signers agree that some of the information that may be shared under an SSFA may contain protected health information or personally identifiable information, as defined by HIPAA, *see* 45 C.F.R. § 160.103, and may be subject to additional limitations and requirements related to the disclosure and use of the information.

**9.1.2.2** To the extent permitted under applicable law, the State and Co-Signers shall facilitate the appropriate sharing of information, including in the following circumstances:

**9.1.2.2(a)** for health care treatment, payment, and operations;

**9.1.2.2(b)** to prevent and control injury or disability, and to carry out other public health functions, including the prevention of and response to child abuse, neglect, sexual abuse and assault, and domestic violence;

**ALASKA TRIBAL CHILD WELFARE COMPACT — EFFECTIVE DECEMBER 15, 2017**

**9.1.2.2(c)** with appropriate and sufficient authorization or consent;

**9.1.2.2(d)** in response to a court order;

**9.1.2.2(e)** disclosures related to reports of child abuse or neglect (*e.g.*, under 45 C.F.R. § 164.512(b)(1)); and

**9.1.2.2(f)** to make permitted disclosures about victims of abuse, neglect, or domestic violence (*e.g.*, under 45 C.F.R. § 164.512(c)).

**9.1.3 Indian Child Protection and Family Violence Prevention Act.** As provided in 25 U.S.C. § 3205, and other applicable law, Co-Signers are entitled to be treated the same as federal governmental entities for the purposes of receiving information and records related to investigating and treating incidents of abuse of children.

**9.1.4 Confidentiality of Alcohol and Drug Abuse Patient Records.** Some of the information that may be shared under an SSFA may contain information contained in a substance abuse, drug abuse, or mental health record that may only be disclosed in accordance with 42 C.F.R. Part 2.

**9.1.5 Proprietary Information.** The State and Co-Signers may become acquainted with or gain knowledge of proprietary information belonging to the other party, including verbal or written data, and technical or financial materials (“Proprietary Information”) while performing under this Compact and a related SSFA. The State and Co-Signers agree not to disclose any Proprietary Information, directly or indirectly, or use it in any manner or at any time, except as required to perform under this Compact and a related SSFA.

**9.1.6 Child Welfare Information.**

**9.1.6.1** Co-Signers and the State are each entitled to receive all child welfare information in the possession of the other party. To the extent such information is confidential under AS 47.10 and AS 47.17 and regulations adopted under those statutes, the Co-Signer and the State shall comply with those requirements.

**9.1.6.2** Nothing in this Compact or a related SSFA and attachments shall be construed to supersede Co-Signers’ right to access and use, or the State’s obligation to share, information regarding child welfare under other applicable law.

**9.1.7 Releases of Information and/or Consents.** To the extent disclosure under this Article is not authorized by law, the Co-Signers must obtain properly executed consents or releases of information prior to any disclosure.

**9.2 Confidentiality Agreement.** To the extent a Co-Signer has an existing confidentiality agreement with the State, nothing in this Compact alters, amends, or otherwise affects that agreement.

**ARTICLE 10 — SOVEREIGN IMMUNITY, INSURANCE, AND OTHER  
RISK MANAGEMENT**

**10.1 Sovereign Immunity of the State.** The State has partially waived its sovereign immunity by statute for contract, quasi-contract, and personal injury claims under AS 09.50.250.

**10.2 Confidentiality Remedy.** The Co-Signers of this Compact and the State recognize that any non-authorized disclosure of confidential information shall create a rebuttable presumption of irreparable harm to the disclosing party and to those whose confidential information is disclosed. The Co-Signers and the State agree that any Co-Signer or the State may go to court solely for injunctive relief against a party receiving information under Articles 6 or 9 of this Compact, except to the extent the receiving party is otherwise entitled to the information under state or federal law.

**10.3 Liability under SSFAs.** For those Co-Signers who enter into an SSFA, the State may require the Co-signer to provide a limited waiver of sovereign immunity from suits as provided in this section. The extent to which a waiver is required shall depend on the risk of claims against the State and the risk of harm to third parties as a result of the assumption of SSFA activities. The requirement of a waiver, including the scope of a waiver, shall also consider whether the activities listed in an SSFA are subject to the Federal Tort Claims Act ("FTCA") or insurance, as more fully described below.

**10.3.1 Federal Tort Claims Act.** Co-Signers who have entered agreements with the United States pursuant to the Indian Self-Determination and Education Assistance Act, Public Law 93-638 ("ISDEAA Agreement"), and have assumed responsibility of social services, ICWA, and other child welfare related programs, services, functions, and activities formerly provided by the federal government in such an agreement are deemed to be the federal government for purposes of tort claims and each Co-Signer's employees are considered employees of the federal government for purposes of FTCA and its applicability to claims arising from the performance of each Co-Signer's ISDEAA Agreement. This status is not changed by the source of the funds used by the Co-Signer to administer the programs, services, functions, and activities or pay the employee's salary and benefits unless the employee receives additional compensation for performing covered services from anyone other than the contractor. *See* 25 U.S.C. §§ 5321(c)-(d), 1638c, & 1680c; Section 314 of Public Law 101-512; 25 C.F.R Part 900 Subpart M. It is the intention of the Co-Signers and the State to avoid assuming liability for claims that are rightfully deemed to be against the federal government to manage risk associated with claims that might arise under the SSFAs.

**10.3.2 Insurance.** Depending upon the risks arising from the Services provided under an SSFA, a Co-Signer may also be required to purchase gap insurance as a condition of participation in an SSFA. If the Co-Signer has an ISDEAA Agreement as described above, that shall be considered in determining the amount of insurance required. If the Co-Signer does not have an ISDEAA Agreement as described above, insurance shall be required. If insurance is required the policy shall acknowledge that the insurer shall not assert the Co-Signer's defense of sovereign immunity for claims for bodily injury, personal injury, wrongful death, and property damage up to the limits of the policy. To the extent the risk assessed by the State is greater than

## **ALASKA TRIBAL CHILD WELFARE COMPACT — EFFECTIVE DECEMBER 15, 2017**

the insurance policy limits, the Co-Signer may be required to sign a limited waiver under Section 10.3.3 to cover the difference between the risk assessed and the policy limit.

**10.3.3 Limited Waivers.** A Co-Signer shall be required to waive sovereign immunity for claims for the recoupment of funds in the event of fraud, misappropriation, or failure to provide the Services under the related SSFA. Further, depending on the risks arising from the Services provided under an SSFA, if the Co-Signer chooses to purchase an insurance policy with limits that are below the level of risk assessed by the State, a Co-Signer may be required to waive sovereign immunity for claims for money damages arising from its performance of Services under an SSFA up to the level of risk assessed by the State and not covered by the Co-Signer's insurance policy. No waiver of sovereign immunity shall extend to a levy of any judgment, lien, attachment, or encumbrance upon any real property of the Co-Signer.

**10.3.4 Cooperation and Counterclaims.** In addition to the above provisions, an SSFA shall provide that all parties to an SSFA may go to court for the purpose of:

**10.3.4.1** ensuring performance of obligations assumed under the SSFA;

**10.3.4.2** ensuring the Co-Signer's cooperation regarding litigation arising under the SSFA;

**10.3.4.3** allowing the State to assert counterclaims against the Co-Signer for claims arising out of or related to the SSFA, in the event the Co-Signer initiates legal action; and

**10.3.4.4** ensuring coordination of FTCA claims and defenses and insurance coverage as provided in each SSFA.

**10.4 Interpretation.** The Co-Signers and the State agree that no word, phrase, sentence, paragraph, or section, in whole or in part, separate or together, contained in this Compact may be interpreted, other than expressly provided in this provision, as an express or implied waiver generally of the sovereign immunity of the Co-Signers.

**10.5 Legal Costs and Fees.** The State and each Co-Signer shall each bear its own legal expenses, including costs and attorney's fees.

## **ARTICLE 11 — OTHER PROVISIONS**

**11.1 Severability.** This Compact shall not be considered invalid, void, or voidable if any section or provision is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction. Should a court make such a finding, the State and Co-Signers shall seek agreement to amend, revise, or delete such invalid, unlawful, or unenforceable section or provision in accordance with this Compact.

**11.2 Incorporation by Reference and Order of Precedence.** Each SSFA and subsequent SSFA of a Co-Signer is deemed to be incorporated by reference into this Compact, for the purposes

## **ALASKA TRIBAL CHILD WELFARE COMPACT — EFFECTIVE DECEMBER 15, 2017**

only of that Co-Signer and the State of Alaska. In the event of inconsistency between this Compact and any SSFA, the provisions of this Compact shall prevail.

**11.3 Assignment.** This Compact and any SSFA shall not be assigned, transferred, or delegated, in whole or in part.

**11.4 Subcontracting.** The State or Co-Signers may procure the services of third parties to implement this Compact and related SSFA at each Co-Signer's sole discretion.

### **11.5 Dispute Resolution, Choice of Law, and Venue.**

#### **11.5.1 Dispute Resolution.**

**11.5.1.1 Informal Meetings.** In the spirit of cooperation, the State and Co-Signers shall seek to resolve disputes which may arise under this Compact first through informal meetings. These meetings may be telephonic.

**11.5.1.2 Formal Meeting.** If the State and a Co-Signer are unable to resolve a dispute through the informal meetings under Section 11.5.1.1, either the State or the Co-Signers may request a formal joint meeting by sending a written request to the other party. Upon receipt of the request, representatives of the State and Co-Signer shall meet in a formal meeting within 30 days or another date mutually agreed upon. A formal meeting may take place telephonically, or the State may travel to Co-Signer for an in person meeting.

**11.5.1.3 Alternative Dispute Resolution.** If the State and a Co-Signer are unable to resolve the dispute through the formal meeting as set forth in Section 11.5.1.2, the State and Co-Signer agree to participate in alternative dispute resolution, negotiating with good faith, within the 30 days after the formal meetings conclude. The parties must agree on the type of alternative dispute resolution prior to scheduling, which may include mediation, peacekeeping or talking circles, arbitration, or such other alternative dispute resolution process as agreed upon by the State and Co-Signer.

**11.5.1.4 Legal Action.** The State or Co-Signer may initiate legal action only after all efforts to resolve the dispute under Section 11.5.1.1 through Section 11.5.1.3 have failed.

**11.5.2 Choice of Law.** The resolution of disputes between the State and one or more Co-Signers arising under this Compact shall be governed and interpreted according to applicable federal laws and regulations and applicable State of Alaska laws and regulations. Notwithstanding the foregoing, nothing in this Compact shall be interpreted to limit in any way the inherent authority of Tribes, or to displace or override applicable tribal law and custom in child welfare services or proceedings to their member children.

**11.5.3 Venue.** Venue shall be in Alaska State Court or United States Federal Court as appropriate.

#### **11.6 Force Majeure.**



**ALASKA TRIBAL CHILD WELFARE COMPACT — EFFECTIVE DECEMBER 15, 2017**

**11.6.1** For purposes of this Compact, "Force Majeure Event" means, with respect to the State or a Co-Signer, any event or circumstance, whether or not foreseeable, that was not caused by that party and any consequences of that event or circumstance.

**11.6.2** If a Force Majeure Event prevents the State or a Co-Signer from complying with any one or more obligations under this Compact or a related SSFA, that inability to comply shall not constitute breach if:

**11.6.2.1** the State or that Co-Signer uses reasonable efforts to perform those obligations;

**11.6.2.2** that inability to perform those obligations is not due to its failure to:

**11.6.2.2(a)** take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event; or

**11.6.2.2(b)** develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event; and

**11.6.2.3** the State or a Co-Signer complies with its obligations under Section 11.6.3.

**11.6.3 Notice of Force Majeure Event.** If a Force Majeure Event occurs, the non-performing party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long the nonperforming party expects it to last. Thereafter the non-performing party shall update that information as reasonably necessary. During a Force Majeure Event, the non-performing party shall use reasonable efforts to limit damages to the other party and to resume its performance under this Compact.

**11.7 Notice.**

**11.7.1 Designated Recipient and Address.** On or before the Effective Date, the State and each Co-Signer shall provide a written designation of an individual to receive notices under this Compact and a mailing address for such individual. The State or Co-Signer may, from time to time, change the individual designated to receive notices or the address by giving notice in accordance with this section.

**11.7.2 Method for Providing Notice.** All notices, demands, requests, or other communications that may be or are required to be given, served, or sent by any party to any other party pursuant to this Compact shall be by actual written notice, which shall mean sent by a nationally recognized delivery service, or mailed first-class, or by e-mail, or facsimile.

**11.7.3 Date of Receipt.** If delivered by regular mail, unless otherwise specified in this Compact, the date of receipt shall be calculated by adding 21 days to the date of any notice

**ALASKA TRIBAL CHILD WELFARE COMPACT — EFFECTIVE DECEMBER 15, 2017**

sent. Days are calculated as set forth in Section 2.6. If delivered by all other methods, including certified mail, date of delivery shall be the documented date of receipt.

**11.8 Counterparts.** This Compact may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute the same agreement.

**ALASKA TRIBAL CHILD WELFARE COMPACT — EFFECTIVE DECEMBER 15, 2017**

**EXHIBIT A**

Alaska Native Tribes and Tribal Organizations authorized under applicable law to carry out the Services identified in this Compact and the related SSFAs.

**Please note: final Exhibit A forthcoming.**

**ALASKA TRIBAL CHILD WELFARE COMPACT — EFFECTIVE DECEMBER 15, 2017**

**EXHIBIT B**

Departments and agencies obligated to cooperate in fulfilling the purposes of this Compact and any responsibilities of the State under this Compact, including any responsibilities specifically set forth which are designated as being the responsibility of such State entity.

Alaska Department of Health and Social Services, including the divisions of:

- Behavioral Health
- Senior and Disabilities Services
- Juvenile Justice
- Public Assistance
- Office of Children's Services
- Health Care Services

Alaska Department of Revenue

Alaska Department of Public Safety

ALASKA TRIBAL CHILD WELFARE COMPACT — EFFECTIVE DECEMBER 15, 2017



STATE OF ALASKA

BY: Bill Walker

DATE: 10/19/17

WILLIAM M. WALKER  
GOVERNOR

STATE OF ALASKA

BY: Valerie "Nur'araaluk" Davidson

DATE: 10/18/17

VALERIE "NUR'ARAALUK" DAVIDSON  
COMMISSIONER, DEPARTMENT OF HEALTH AND SOCIAL SERVICES

ALASKA TRIBAL CHILD WELFARE COMPACT — EFFECTIVE DECEMBER 15, 2017



STATE OF ALASKA

BY: Bill Walker  
WILLIAM M. WALKER  
GOVERNOR

DATE: 10/19/17

STATE OF ALASKA

BY: Valerie Davidson  
VALERIE "NURR'ARAALUK" DAVIDSON  
COMMISSIONER, DEPARTMENT OF HEALTH AND SOCIAL SERVICES

DATE: 10/19/17

ALEUTIAN PRIBILOF ISLANDS ASSOCIATION  
ON BEHALF OF ITSELF AND/OR CERTAIN ALASKA NATIVE TRIBES AS  
IDENTIFIED IN EXHIBIT A

BY: Dimitri Philemonov  
DIMITRI PHILEMONOV  
PRESIDENT/CEO

DATE: 10-19-17

ALASKA TRIBAL CHILD WELFARE COMPACT — EFFECTIVE DECEMBER 15, 2017



STATE OF ALASKA

BY: Bill Walker

DATE: 10/19/17

WILLIAM M. WALKER

GOVERNOR

STATE OF ALASKA

BY: Valerie 'Nurr' Araaluk Davidson

DATE: 10/19/17

VALERIE "NURR" ARAALUK" DAVIDSON

COMMISSIONER, DEPARTMENT OF HEALTH AND SOCIAL SERVICES

ON BEHALF OF ITSELF AND/OR CERTAIN ALASKA NATIVE TRIBES AS  
IDENTIFIED IN EXHIBIT A

BY: Richard S. 8722, ASNA

DATE: 19 October '17

ALASKA TRIBAL CHILD WELFARE COMPACT — EFFECTIVE DECEMBER 15, 2017



STATE OF ALASKA

BY: Bill Walker  
WILLIAM M. WALKER  
GOVERNOR

DATE: 10/19/17

STATE OF ALASKA

BY: Valerie Davidson  
VALERIE "NURR'ARAALUK" DAVIDSON  
COMMISSIONER, DEPARTMENT OF HEALTH AND SOCIAL SERVICES

DATE: 10/19/17

ASSOCIATION OF VILLAGE COUNCIL PRESIDENTS  
ON BEHALF OF ITSELF AND/OR CERTAIN ALASKA NATIVE TRIBES AS  
IDENTIFIED IN EXHIBIT A

BY: Vivian Korthius  
VIVIAN KORTHUIS  
CEO

DATE: 10/19/17



**ALASKA TRIBAL CHILD WELFARE COMPACT — EFFECTIVE DECEMBER 15, 2017**



**STATE OF ALASKA**

BY: Bill Walker  
WILLIAM M. WALKER  
GOVERNOR

DATE: 10/19/17

**STATE OF ALASKA**

BY: Valerie "Nurr'araaluk" Davidson  
VALERIE "NURR'ARAALUK" DAVIDSON  
COMMISSIONER, DEPARTMENT OF HEALTH AND SOCIAL SERVICES

DATE: 10/19/17

**BRISTOL BAY NATIVE ASSOCIATION  
ON BEHALF OF ITSELF AND/OR CERTAIN ALASKA NATIVE TRIBES AS  
IDENTIFIED IN EXHIBIT A**

BY: Ralph Andersen  
RALPH ANDERSEN  
CHIEF EXECUTIVE OFFICER

DATE: Oct 19, 2017

ALASKA TRIBAL CHILD WELFARE COMPACT — EFFECTIVE DECEMBER 15, 2017



STATE OF ALASKA

BY: Bill Walker  
WILLIAM M. WALKER  
GOVERNOR

DATE: 10/19/17

STATE OF ALASKA

BY: [Signature]  
VALERIE "NURR'ARAALUK" DAVIDSON  
COMMISSIONER, DEPARTMENT OF HEALTH AND SOCIAL SERVICES

DATE: 10/19/17

CENTRAL COUNCIL OF TLINGIT & HAIDA INDIAN TRIBES OF ALASKA  
ON BEHALF OF ITSELF AND/OR CERTAIN ALASKA NATIVE TRIBES AS  
IDENTIFIED IN EXHIBIT A

BY: [Signature]  
RICHARD PETERSON  
PRESIDENT

DATE: 10/19/17

ALASKA TRIBAL CHILD WELFARE COMPACT — EFFECTIVE DECEMBER 15, 2017



STATE OF ALASKA

BY: Bill Walker  
WILLIAM M. WALKER  
GOVERNOR

DATE: 10/19/17

STATE OF ALASKA

BY: Valerie Davidson  
VALERIE "NURR'ARAALUK" DAVIDSON  
COMMISSIONER, DEPARTMENT OF HEALTH AND SOCIAL SERVICES

DATE: 10/19/17

CHEESH'NA TRIBAL COUNCIL  
ON BEHALF OF ITSELF AND/OR CERTAIN ALASKA NATIVE TRIBES AS  
IDENTIFIED IN EXHIBIT A

BY: Danielle Boston  
DANIELLE BOSTON  
TRIBAL COUNCIL PRESIDENT

DATE: October 20, 2017

ALASKA TRIBAL CHILD WELFARE COMPACT — EFFECTIVE DECEMBER 15, 2017



STATE OF ALASKA

BY: Bill Walker  
WILLIAM M. WALKER  
GOVERNOR

DATE: 10/19/17

STATE OF ALASKA

BY: Valerie "Nurr'araalik" Davidson  
VALERIE "NURR'ARAAI.IJK" DAVIDSON  
COMMISSIONER, DEPARTMENT OF HEALTH AND SOCIAL SERVICES

DATE: 10/19/17

CHUGACHMIUT  
ON BEHALF OF ITSELF AND/OR CERTAIN ALASKA NATIVE TRIBES AS  
IDENTIFIED IN EXHIBIT A

BY: Angela (Jan) Vanderpool  
ANGELA (JAN) VANDERPOOL  
EXECUTIVE DIRECTOR

DATE: Oct. 19, 2017

**ALASKA TRIBAL CHILD WELFARE COMPACT — EFFECTIVE DECEMBER 15, 2017**



**STATE OF ALASKA**

BY: *Bill Walker*  
WILLIAM M. WALKER  
GOVERNOR

DATE: 10/19/17

**STATE OF ALASKA**

BY: *Valerie Nurr'araaluk Davidson*  
VALERIE "NURR'ARAALUK" DAVIDSON  
COMMISSIONER, DEPARTMENT OF HEALTH AND SOCIAL SERVICES

DATE: 10/19/17

**COOK INLET TRIBAL COUNCIL  
ON BEHALF OF ITSELF AND/OR CERTAIN ALASKA NATIVE TRIBES AS  
IDENTIFIED IN EXHIBIT A**

BY: *Gloria O'Neill*  
GLORIA O'NEILL  
PRESIDENT & CHIEF EXECUTIVE OFFICER

DATE: 10/19/17

ALASKA TRIBAL CHILD WELFARE COMPACT — EFFECTIVE DECEMBER 15, 2017



STATE OF ALASKA

BY: Bill Walker  
WILLIAM M. WALKER  
GOVERNOR

DATE: 10/19/17

STATE OF ALASKA

BY: Valerie Davidson  
VALERIE "NURK'ARAALUK" DAVIDSON  
COMMISSIONER, DEPARTMENT OF HEALTH AND SOCIAL SERVICES

DATE: 10/19/17

COPPER RIVER NATIVE ASSOCIATION  
ON BEHALF OF ITSELF AND/OR CERTAIN ALASKA NATIVE TRIBES AS  
IDENTIFIED IN EXHIBIT A

BY: Charlene Nollner  
CHARLENE NOLLNER  
PRESIDENT OF THE BOARD

DATE: 10/19/17

**ALASKA TRIBAL CHILD WELFARE COMPACT — EFFECTIVE DECEMBER 15, 2017**



**STATE OF ALASKA**

BY: Bill Walker  
WILLIAM M. WALKER  
GOVERNOR

DATE: 10/19/17

**STATE OF ALASKA**

BY: Valerie Davidson  
VALERIE "NURR'ARAALUK" DAVIDSON  
COMMISSIONER, DEPARTMENT OF HEALTH AND SOCIAL SERVICES

DATE: 10/19/17

**NATIVE VILLAGE OF EYAK  
ON BEHALF OF ITSELF AND/OR CERTAIN ALASKA NATIVE TRIBES AS  
IDENTIFIED IN EXHIBIT A**

BY: Darrel Olsen  
DARREL OLSEN  
TRIBAL COUNCIL CHAIRMAN

DATE: Oct 20, 2017

ALASKA TRIBAL CHILD WELFARE COMPACT — EFFECTIVE DECEMBER 15, 2017



STATE OF ALASKA

BY: Bill Walker  
WILLIAM M. WALKER  
GOVERNOR

DATE: 10/19/17

STATE OF ALASKA

BY: [Signature]  
VALÉRIE "NURR'ARAALUK" DAVIDSON  
COMMISSIONER, DEPARTMENT OF HEALTH AND SOCIAL SERVICES

DATE: 10/19/17

KAWERAK, INC.

ON BEHALF OF ITSELF AND/OR CERTAIN ALASKA NATIVE TRIBES AS  
IDENTIFIED IN EXHIBIT A

BY: Melanie Bahnke  
MELANIE BAHNKE  
PRESIDENT/CEO

DATE: 10/19/2017



ALASKA TRIBAL CHILD WELFARE COMPACT — EFFECTIVE DECEMBER 15, 2017



STATE OF ALASKA

BY: Bill Walker  
WILLIAM M. WALKER  
GOVERNOR

DATE: 10/19/17

STATE OF ALASKA

BY: Valerie  
VALERIE "NURR'ARAALUK" DAVIDSON  
COMMISSIONER, DEPARTMENT OF HEALTH AND SOCIAL SERVICES

DATE: 10/19/17

KENAITZE INDIAN TRIBE  
ON BEHALF OF ITSELF AND/OR CERTAIN ALASKA NATIVE TRIBES AS  
IDENTIFIED IN EXHIBIT A

BY: Bernadine Atchison  
BERNADINE ATCHISON  
VICE-CHAIRPERSON

DATE: Oct. 19, 2017

**ALASKA TRIBAL CHILD WELFARE COMPACT — EFFECTIVE DECEMBER 15, 2017**



**STATE OF ALASKA**

BY: Bill Walker  
WILLIAM M. WALKER  
GOVERNOR

DATE: 10/19/17

**STATE OF ALASKA**

BY: Valerie Davidson  
VALERIE "NURR'ARAALUK" DAVIDSON  
COMMISSIONER, DEPARTMENT OF HEALTH AND SOCIAL SERVICES

DATE: 10/19/17

**MANILAQ ASSOCIATION  
ON BEHALF OF ITSELF AND/OR CERTAIN ALASKA NATIVE TRIBES AS  
IDENTIFIED IN EXHIBIT A**

BY: Tim Gilbert  
TIM GILBERT  
PRESIDENT/CEO

DATE: October 19, 2017

ALASKA TRIBAL CHILD WELFARE COMPACT — EFFECTIVE DECEMBER 15, 2017



STATE OF ALASKA

BY: Bill Walker

DATE: 10/19/17

WILLIAM M. WALKER  
GOVERNOR

STATE OF ALASKA

BY: Valerie Davidson

DATE: 10/19/17

VALERIE "NUŔR'ARAALUK" DAVIDSON  
COMMISSIONER, DEPARTMENT OF HEALTH AND SOCIAL SERVICES

MENTASTA TRADITIONAL COUNCIL  
ON BEHALF OF ITSELF AND/OR CERTAIN ALASKA NATIVE TRIBES AS  
IDENTIFIED IN EXHIBIT A

BY: Emmanuel Baker

DATE: 10-19-17

EMMANUEL BAKER  
FIRST CHIEF

**ALASKA TRIBAL CHILD WELFARE COMPACT — EFFECTIVE DECEMBER 15, 2017**



**STATE OF ALASKA**

BY: Bill Walker  
WILLIAM M. WALKER  
GOVERNOR

DATE: 10/19/17

**STATE OF ALASKA**

BY: Valerie "Nurr'araaluk" Davidson  
VALERIE "NURR'ARAALUK" DAVIDSON

COMMISSIONER, DEPARTMENT OF HEALTH AND SOCIAL SERVICES

DATE: 10/19/17

**NOME ESKIMO COMMUNITY**

**ON BEHALF OF ITSELF AND/OR CERTAIN ALASKA NATIVE TRIBES AS  
IDENTIFIED IN EXHIBIT A**

BY: Mathew Michels  
MATHEW MICHELS  
SECRETARY

DATE: 10/19/17

ALASKA TRIBAL CHILD WELFARE COMPACT — EFFECTIVE DECEMBER 15, 2017



STATE OF ALASKA

BY: Bill Walker  
WILLIAM M. WALKER  
GOVERNOR

DATE: 10/19/17

STATE OF ALASKA

BY: Valerie Davidson  
VALERIE "NURR'ARAALUK" DAVIDSON  
COMMISSIONER, DEPARTMENT OF HEALTH AND SOCIAL SERVICES

DATE: 10/19/17

ALEUT COMMUNITY OF ST. PAUL ISLAND  
ON BEHALF OF ITSELF AND/OR CERTAIN ALASKA NATIVE TRIBES AS  
IDENTIFIED IN EXHIBIT A

BY: Patrick Baker  
PATRICK BAKER  
EXECUTIVE DIRECTOR

DATE: 10/19/2017

ALASKA TRIBAL CHILD WELFARE COMPACT — EFFECTIVE DECEMBER 15, 2017



STATE OF ALASKA

BY: Bill Walker  
WILLIAM M. WALKER  
GOVERNOR

DATE: 10/19/17

STATE OF ALASKA

BY: Valerie Davidson  
VALERIE "NURP'ARAALUK" DAVIDSON  
COMMISSIONER, DEPARTMENT OF HEALTH AND SOCIAL SERVICES

DATE: 10/19/17

SUN'AQ TRIBE OF KODIAK  
ON BEHALF OF ITSELF AND/OR CERTAIN ALASKA NATIVE TRIBES AS  
IDENTIFIED IN EXHIBIT A

BY: Jeannine Marsh  
JEANNINE MARSH  
TRIBAL ADMINISTRATOR

DATE: 10/19/2017

ALASKA TRIBAL CHILD WELFARE COMPACT — EFFECTIVE DECEMBER 15, 2017



STATE OF ALASKA

BY: Bill Walker  
WILLIAM M. WALKER  
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DATE: 10/19/17

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BY: Valerie "Nurr'araaluk" Davidson  
VALERIE "NURR'ARAALUK" DAVIDSON  
COMMISSIONER, DEPARTMENT OF HEALTH AND SOCIAL SERVICES

DATE: 10/19/17

TANANA CHIEFS CONFERENCE  
ON BEHALF OF ITSELF AND/OR CERTAIN ALASKA NATIVE TRIBES AS  
IDENTIFIED IN EXHIBIT A

BY: Will Mayo  
WILL MAYO  
EXECUTIVE DIRECTOR OF TRIBAL GOVERNMENT AND CLIENT SERVICES

DATE: 10-19-17

