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MAY 17 2016

OKLAHOMA SECRETARY
OF STATE



**ADULT PROTECTIVE SERVICES COMPACT BETWEEN THE STATE
OF OKLAHOMA AND THE OSAGE NATION**

**ARTICLE I
PURPOSE AND INTENT OF PARTIES**

WHEREAS, the Osage Nation (hereinafter referred to as "Nation"), is a federally recognized Indian tribe¹ with inherent sovereign powers of self-government;

WHEREAS, the State of Oklahoma (hereinafter referred to as "State") is an independent sovereign state within the United States of America possessed of full powers of state government;

WHEREAS, both the State and the Nation recognize that pursuant to applicable law each is a sovereign with dominion over their respective governments. Entry into this Compact is not intended nor shall it be construed to cause the sovereignty of either to be diminished or expanded;

WHEREAS, the Nation has a functioning Social Services Department that provides adult protective services to all Native American adults residing within the jurisdictional boundaries of the Nation pursuant to 16 ONC § 5-101, et seq., as well as a functioning judicial system where adult protective service actions can be implemented;

WHEREAS, the Nation has a strong interest in protecting all Osage adults, and exercises concurrent jurisdiction over all Osage adults residing on state land within the State of Oklahoma;

WHEREAS, Article 6, Section 8 of the Oklahoma Constitution vests the power and authority to conduct the business of the State with other sovereign states and with the United States in the Governor of the State, and whereas Section 1221(C)(1) of Title 74 of the Oklahoma Statutes vests the power and authority in the Governor of the State to enter into cooperative agreements with the Nation as a federally recognized Indian tribal government within the State;

¹ "Federally recognized" tribe means any Indian tribe which has met the requirements established by the terms of the Indian Reorganization Act, 48 Stat. 984, as amended; the Oklahoma Indian Welfare Act, 49 Stat. 1967, as amended; or is one of those tribes listed in the Federal Register pursuant to 25 CFR Part 83 as recognized by and receiving services from the Bureau of Indian Affairs, as provided for in Entities Recognized and Eligible to Receive Services From the United States Bureau of Indian Affairs, 58 Federal Register 54364 (October 21, 1993).

WHEREAS, the Oklahoma Department of Human Services (hereinafter referred to as “DHS”) is an agency organized under the laws and Constitution of the State of Oklahoma and is statutorily authorized to provide protective services to all vulnerable adults who are being abused, neglected, are self-neglected, or who are being financially exploited or financially neglected pursuant to 43A O.S. § 10-101, et seq., of the Protective Services for Vulnerable Adults Act (hereinafter referred to as “PSVAA”);

WHEREAS, it is in the mutual interest of the parties to protect the increasing number of incapacitated adults who are abused, neglected (including self-neglect), financially exploited, and/or financially neglected by caretakers or other persons; and

WHEREAS, the objective of this Compact is to establish, for the mutual benefit of both parties, procedures intended to facilitate communications and the coordination of services between DHS and the Nation when it becomes necessary for either or both parties to provide adult protective services, whether voluntary or involuntary, to vulnerable adults. This Compact is made for the purpose of better defining the existing, working relationship of the parties, and is not intended to compel DHS or the Social Services Department for the Osage Nation to act or obligate itself beyond any mandated roles and responsibilities established by State, tribal, and Federal laws, rules, and regulations.

**ARTICLE II
ALLOCATION OF RESPONSIBILITIES BETWEEN THE PARTIES**

NOW, THEREFORE, the Osage Nation, by and through its Principal Chief, Geoffrey M. Standing Bear, and the State of Oklahoma, by and through its Governor, Mary Fallin, do hereby enter into this Compact, the terms of such Compact to commence on the date provided herein, for the mutual benefit of the Nation and the State, to-wit:

A. COMPACT RESPONSIBILITIES OF DHS

1. DHS, upon receipt of a referral or report alleging abuse, neglect, self-neglect, financial exploitation, and/or financial neglect of a vulnerable Native American adult residing on restricted trust land within the jurisdiction of the Nation, shall contact the Nation’s Social Services Department. Such contact shall be prompt and may occur either in writing or verbally. Any verbal communications, however, shall be promptly followed up with written communication.
2. DHS shall promptly notify the Nation’s Social Services Department when a report or referral is received regarding an Osage vulnerable adult residing on State land.
3. Upon engaging in an investigation involving an Osage vulnerable adult or a Native American vulnerable adult residing on restricted trust land within the jurisdiction of the Nation, DHS shall promptly contact the Nation’s Police Department. It is understood, as provided in II.A.1 above, that the Nation’s Social Services Department will have already been contacted.

4. DHS shall promptly answer and respond to any referrals or reports received from the Nation's Social Services Department that involve non-Native American adults residing within the jurisdiction of the Nation.
5. The Nation shall not be obligated to provide or pay the costs for any adult protective services for an incapacitated Osage adult or for any other incapacitated adult lawfully residing on, or who is invited upon, Nation lands, unless any such incapacitated adult is otherwise eligible for needed services through existing Nation programs.
6. In the event any "involuntary protective services," as defined in 43A O.S. § 10-107 of the PSVAA, are provided or arranged by DHS, these services, with the prior agreement and cooperation of the Nation's Social Services Department, must first be approved and ordered by a State District Court with jurisdiction pursuant to 43A O.S. § 10-108.
7. In the event any involuntary protective services are authorized by a State District Court order and provided or arranged under such order by DHS for any incapacitated Osage adult or for any other incapacitated adult, those services shall be paid in accordance with the PSVAA.
8. In the event any "voluntary services," as defined in Section 10-106 of the PSVAA, are, with the prior agreement and cooperation of the Nation's Social Services Department, provided or arranged by DHS for any adults on Nation lands who, during the investigation of the allegations, are determined to have sufficient capacity to consent to such voluntary services, these services shall be paid in accordance with the PSVAA.

B. COMPACT RESPONSIBILITIES OF THE NATION

1. The Nation's Social Services Department shall be the primary agency responsible for responding to referrals and reports of abused, neglected, and/or exploited Native American adults residing on restricted land or land held in trust within the jurisdiction of the Nation.
2. The Nation's Social Services Department shall promptly answer and respond to any referrals or reports received from DHS on Native American adults residing on restricted land or land held in trust within the jurisdiction of the Nation.
3. The Nation's Social Services Department shall promptly answer and respond to any referrals or reports received from DHS on vulnerable Osage adults residing on State land.
4. The Nation's Social Services Department shall promptly notify DHS of any referrals or reports involving Osage vulnerable adults it determines to be residing on State land. Such notification can occur either in writing or verbally, but verbal reports shall be promptly followed up with written communication.

5. The Nation's Social Services Department, upon receipt of any referral or report of an abused, neglected, and/or exploited non-Native American adult present on restricted land or land held in trust within the jurisdiction of the Nation, shall promptly contact DHS by oral or written communication. Oral communications shall be promptly followed up with written communication.
6. Upon the referral or report of a vulnerable Native American adult who is associated with a tribe other than the Osage Nation, but who resides on the Nation's restricted land or land held in trust within the jurisdiction of the Nation, the Nation's Social Services Department shall be responsible for coordinating, as it deems appropriate, with the government of the tribe to which the vulnerable adult belongs.
7. Unless this Compact is either amended or terminated, the Nation may request that DHS provide adult protective services to incapacitated Osage adults, and to any other incapacitated adult who lawfully resides upon, or is invited to stay on, the Nation's restricted land or land held in trust within the jurisdiction of the Nation, as otherwise provided in the PSVAA and corresponding DHS policy.
8. In the event circumstances appear to present a substantial risk of death or immediate and serious physical harm to the person or appear to constitute financial exploitation of an individual's estate and involve a non-Native American adult, the Nation's Social Services Department shall contact the appropriate law enforcement agency.

ARTICLE III GENERAL PROVISIONS

- A. Neither the Osage Nation nor the State of Oklahoma waives any sovereign immunity by entering into this Compact. This Compact is not intended to affect any liability of the State as provided in State law, including, but not limited to, the Oklahoma Governmental Tort Claims Act, 51 O.S. §151 et seq.
- B. By entering into this Compact, the parties shall cooperate in good faith. Such cooperation includes, but is not limited to, the sharing of all available information between DHS and the Nation's Social Services Department regarding adult protective service referrals, reports, and investigations, if and when either or both parties become involved with a potentially incapacitated adult according to the terms of the Compact herein.
- C. The parties mutually agree adult protective service investigations and the records created during such investigations are confidential. See, for example, 43A O.S. § 10-110 and 16 ONC § 5-118. While the parties agree on the necessity of sharing such information as may be necessary to secure appropriate care, treatment, or protection of a vulnerable adult, the parties also acknowledge the need to each maintain and enforce procedures regarding confidentiality of adult protective service reports,

referrals, and investigations, if and when either or both parties become involved with a potentially incapacitated adult.

- D. All questions arising during the term of this Compact shall be settled by the parties by mutual agreement. The parties shall refer back to this Compact so as to carry out the original intent of the parties.
- E. It is understood the ability of the parties to carry out their obligations under this Compact is subject to the availability of appropriated funds.
- F. The parties shall comply with any Federal and State laws, rules and regulations and Osage Nation laws, rules, and regulations applicable to both themselves and this Compact.
- G. This Compact shall become effective upon complete execution by all parties. The executed document shall be accompanied by: 1) the original, or a certified copy, of the properly prepared and approved resolution of the legislative body, or similar document of the Nation authorizing the Nation to enter into and execute this agreement; and 2) a letter from counsel for the Nation certifying that it has been executed in compliance with Osage Nation law and was obtained in accordance with all necessary legal and procedural requirements. This Compact shall commence upon execution and remain in full force and effect for a period of five (5) calendar years. Should circumstances require DHS to compensate the Osage Nation for services provided through the PSVAA, this Compact must either terminate or be modified and limited to a period not to exceed one (1) calendar year.
- H. Should either party desire to terminate this Compact, notice to the other party shall be provided in writing at least thirty (30) days prior to actual termination. Notice shall be by United States mail, postage prepaid. Any notice required hereunder to the State shall be delivered to the Governor of the State of Oklahoma at 2300 N. Lincoln Blvd., Room 212, Oklahoma City, Oklahoma, 73105-4890. Notification by the State shall be made by the Governor of the State of Oklahoma, or his or her designee, in writing to the Principal Chief of the Osage Nation, Geoffrey M. Standing Bear, or his successor at 627 Grandview Avenue, Pawhuska, Oklahoma, 74056. Notification by the State and Nation shall also be filed with the Office of the Oklahoma Secretary of State.
- I. Neither party shall be deemed the drafter of this Compact in the event of any action to interpret its terms. Therefore, the rule of construction that in the case of an ambiguity, the ambiguity is construed against the author is not applicable. Furthermore, any rule of construction of ambiguities either in favor of or against a State or Tribal governmental entity is not applicable to this Compact.
- J. This Compact comprises the entirety of the agreement between the parties hereto. Any and all prior or contemporaneous representations, predictions, warranties, or other inducements, however denominated, are merged within the terms of this Compact, and shall not survive its execution. There are no representations, promises, predictions, warranties, inducements, or other agreements, however denominated,



OFFICE OF THE ATTORNEY GENERAL

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May 16, 2016

Maria Maule, Deputy General Counsel
Office of Governor Mary Fallin
2300 North Lincoln Boulevard, Suite 212
Oklahoma City, OK 73105

Ms. Maule,

I, Clinton N. Patterson, 1st Assistant Attorney General of the Osage Nation, as legal counsel for the Nation, certify that the Adult Protective Services Compact between the State of Oklahoma and the Osage Nation is executed in compliance with Osage Nation law and was obtained in accordance with all necessary legal and procedural requirements of the Nation.

Best regards,

A handwritten signature in black ink, appearing to read "C. Patterson".

Clinton N. Patterson,
1st Asst. Attorney General

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OSAGE NATION CONGRESS

4th Session of the 4th Congress

RESOLUTION NUMBER ONCR 16-20

ENROLLED

April 7, 2016

SPONSOR: Ron Shaw

A Resolution

To support the execution of an inter-governmental Adult Protective Services Compact between the Osage Nation and the State of Oklahoma.

Be it resolved by the Congress of the Osage Nation:

WHEREAS,

1. The Osage Nation is a federally-recognized Indian Nation with an historic and continuing government-to-government relationship with the United States of America and the State of Oklahoma;
2. The Osage Nation and the State of Oklahoma have mutually agreed to the terms of a new Adult Protective Services Compact; and
3. The State of Oklahoma is statutorily required to investigate reported cases of vulnerable adult abuse pursuant to 43 O.S. § 10-10 *et seq.*;
4. The Osage Nation has the infrastructure and staffing resources to provide social services to adults residing within the jurisdictional boundaries of the Nation; and
5. The Osage Nation desires to execute a compact with the State of Oklahoma which contains an agreement to provide adult protective services, and sets forth a protocol for communication and integrating adult protective service cases.

NOW, THEREFORE, BE IT RESOLVED,

The Osage Nation Congress hereby approves the Adult Protective Services Compact between the Osage Nation and State of Oklahoma filed with the Clerk of Congress on March 28, 2016, and further authorizes the execution of the Compact.

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ADOPTED by the Osage Nation Congress on this 7th day of April, 2016.

IN WITNESS WHEREOF, the Speaker of the Osage Nation Congress has hereto attached her signature.



Maria Whitehorn, Speaker
Osage Nation Congress

I, THE UNDERSIGNED, CERTIFY THAT THE FOREGOING IS A TRUE EXTRACT FROM THE MINUTES OF THE Osage Nation Congress comprised of twelve members and one ex-officio member with 12 members attending this meeting on the 7th day of April, 2016, and that the above is in conformity with the provisions therein adopted by a vote of 12 in favor, 0 against, and 0 absent.

Alice Buffalohead	yes
Shannon Edwards	yes
Otto Hamilton	yes
John Jech	yes
John Maker	yes
Archie Mason	yes
James Norris	yes
Angela Pratt	yes
Ron Shaw	yes
William Supernaw	yes
R.J. Walker	yes
Maria Whitehorn	yes

Said resolution has not been rescinded or amended in any way and the above is the signature of the Speaker of the Osage Nation Congress.

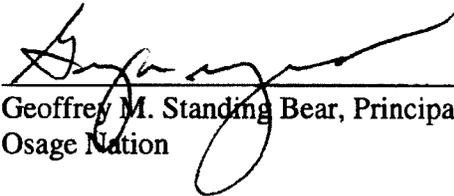


Shana Walker, Clerk
Osage Nation Congress

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APPROVAL

I, the Principal Chief of the Osage Nation, hereby affix my signature this 8th
day of April, 2016, to the above Resolution No. ONCR 16-20 authorizing it to
become effective under the Constitution of the Osage Nation.



Geoffrey M. Standing Bear, Principal Chief
Osage Nation