



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

GRANTED IN PART: December 6, 2007

CBCA 188-ISDA, 283-ISDA, 284-ISDA, 285-ISDA
286-ISDA, 287-ISDA, 288-ISDA

YUKON-KUSKOKWIM HEALTH CORPORATION, INC.

Appellant,

v.

DEPARTMENT OF HEALTH AND HUMAN SERVICES,

Respondent.

Lloyd Benton Miller of Sonosky Chambers Sachse Miller & Munson, LLP, Anchorage, AK, counsel for Appellant.

Jamie B. Insley, Office of the General Counsel, Department of Health and Human Services, Baltimore, MD, counsel for Respondent.

Before Board Judges **BORWICK**, **GOODMAN** and **STEEL**.

STEEL, Board Judge.

Appellant, Yukon Kuskokwim Health Corporation, Inc., was awarded a succession of contracts, compacts, and funding agreements under the Indian Self-Determination and Education Assistance Act, 25 U.S.C. §§ 450-458aaa-18, to administer various programs, services, functions and activities of the Respondent, the Indian Health Service (IHS), of the Department of Health and Human Services, in fiscal years 1992 through 2004. On May 23, 1996, the Appellant presented the first of five claims for additional costs claimed to be due under the contracts, compacts, and funding agreements. Respondent's contracting officer

did not act on the presented claims. On August 8, 2006, Appellant deemed the claims to have been denied and filed appeals.¹

On December 7, 2007, the parties filed a joint request for entry of judgment and dismissal of the appeal, which stated:

The parties jointly stipulate that Judgment shall be entered in favor of Appellant, Yukon Kuskokwim Health Corporation, Inc. in the amount of \$25,000,000.00 plus interest under the Contract Disputes Act, 41U.S.C. §§ 601-612, from May 23, 1996, to the date of payment.

Pursuant to Rule 31 of the Board's Interim Rules of Procedure, the parties further certify that they shall not seek reconsideration of, or relief from, the Board's decision, and they will not appeal the decision. With respect to the decision of the Board issued pursuant to this stipulation, the parties waive their rights to reconsideration under Rule 26, rights to relief from judgment under Rule 27, and rights to appeal the decision.

Accordingly, the appeal is **GRANTED IN PART**. In accordance with the parties' joint stipulation, the Board awards the sum of \$25,000,000, plus interest from May 23, 1996, to the date of payment in accordance with the Contract Disputes Act, to be paid from the permanent indefinite judgment fund, 31 U.S.C. § 1304 (2000).

CANDIDA STEEL
Board Judge

¹These cases were docketed at the Interior Board of Contract Appeals (IBCA) as IBCA 4785-4791/2006. On January 6, 2007, pursuant to § 847 of the National Defense Authorization Act for Fiscal Year 2006, Pub. L. No. 109-163, the IBCA was terminated and its cases, personnel, and other resources were transferred to the newly-established Civilian Board of Contract Appeals (CBCA). This case was docketed by the CBCA as CBCA 188-ISDA and 283-ISDA through 288-ISDA.

CBCA 188-ISDA, 283-ISDA, 284-ISDA,
285-ISDA 286-ISDA, 287-ISDA, 288-ISDA

3

We concur:

ANTHONY S. BORWICK
Board Judge

ALLAN H. GOODMAN
Board Judge