



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

GRANTED IN PART: March 15, 2012

CBCA 187-ISDA, 224-ISDA, 225-ISDA

LAC COURTE OREILLES BAND OF LAKE SUPERIOR CHIPPEWA,

Appellant,

v.

DEPARTMENT OF HEALTH AND HUMAN SERVICES,

Respondent.

Geoffrey D. Strommer and Stephen D. Osborne of Hobbs, Straus, Dean & Walker, LLP, Portland, OR, counsel for Appellant.

Marion Wanless and C. Douglas Ferguson, Office of the General Counsel, Department of Health and Human Services, Chicago, IL, counsel for Respondent.

Before Board Judges **GOODMAN**, **McCANN**, and **WALTERS**.

GOODMAN, Board Judge.

In these appeals, appellant, Lac Courte Oreilles Band of Lake Superior Chippewa, sought payment of \$704,738 from respondent, Department of Health and Human Services. On March 12, 2012, pursuant to Board Rule 25(b) (48 CFR 6101.25(b) (2011)), the parties submitted a joint stipulation of settlement and dismissal for entry of a stipulated judgment which states in relevant part:

[Respondent] shall pay to the [appellant] a one-time, lump-sum payment of Three Hundred Thousand Dollars (\$300,000) (the "Payment"). No interest, including Prompt Payment Act interest, shall apply.

[Respondent] agrees to certify the Payment of \$300,000 to the United States Judgment Fund, within twenty (20) days of the dismissal of the appeal by the CBCA, or the [appellant's] accurate completion of an Electronic Funds Transfer ("EFT") form, whichever occurs later.

[Appellant] agrees to release and discharge [respondent] and its past or present employees, representatives, or agents, in their official or individual capacities, or any agency or instrumentality of the United States, from any and all claims, legal and equitable, arising from or related to any nonpayment or underpayment in fiscal years 1995, 1996 and 1997, including all claims to contract support costs, interest, attorneys' fees, and costs. The Parties agree that this paragraph does not preclude the [appellant] from seeking to enforce the terms of this Agreement.

Notwithstanding any other provision of this Agreement, the Parties agree that the Payment is not to be counted as a contract support recovery cost for any year, for any purpose, including indirect cost rate and/or shortfall calculations. The [appellant] will continue to be eligible for increases in its contract support cost funding on the same basis as all other tribes.

Each Party to this Agreement shall bear all of its own costs and attorneys' fees for all aspects of the claims, including but not limited to the appeals involving the claims to the CBCA, Nos. 187-ISDA, 224-ISDA and 225-ISDA.

Pursuant to Rule 25(b) of the Board's Rules of Procedure, appellant and respondent certify that they will not seek review or reconsideration of judgment so rendered. With respect to the decision of the Board issued pursuant to the motion for stipulated judgment, appellant and respondent waive their rights to reconsideration under Rule 26, rights to relief from judgment under Rule 27, and rights to appeal the decision.

Decision

Pursuant to parties' motion for stipulated judgment, the Board **GRANTS** the appeals **IN PART**. Appellant is awarded \$300,000. Payment shall be made from the permanent indefinite judgment fund, 31 U.S.C. § 1304 (2006).

ALLAN H. GOODMAN
Board Judge

We concur:

R. ANTHONY McCANN
Board Judge

RICHARD C. WALTERS
Board Judge