

CIVILIAN BOARD OF CONTRACT APPEALS

ARCTIC SLOPE NATIVE ASSOCIATION, )  
Ltd., )  
 )  
Appellant, )  
vs. )  
 )  
MICHAEL O. LEAVITT, SECRETARY )  
U.S. DEPARTMENT OF HEALTH AND )  
HUMAN SERVICES, *et al.*, )  
 )  
Appellees. )  
\_\_\_\_\_ )

IBCA Nos. 4794 through 4803/06

RECEIVED  
2007 FEB -9 PM 3:11  
CIVILIAN BOARD OF APPEALS

**NOTICE OF FILING AFFIDAVIT OF RHONDA BUTCHER IN FURTHER  
OPPOSITION TO APPELLEES' MOTION TO DISMISS**

Appellant Arctic Slope Native Association gives Notice of its filing this date of an  
Affidavit of Rhonda Butcher in opposition to Appellees' Motion to Dismiss.

Respectfully submitted this 9th day of February 2007.

SONOSKY, CHAMBERS, SACHSE,  
MILLER & MUNSON, LLP

By: Lloyd B. Miller by *DS*  
Lloyd B. Miller  
D.C. Bar No. 317131  
AK Bar No. 7906040  
Melanie Baca Osborne  
AK Bar No. 9911068

900 West Fifth Avenue, Suite 700  
Anchorage, Alaska 99501-2029  
Telephone: 907-258-6377  
Facsimile: 907-272-8332

SONOSKY, CHAMBERS, SACHSE,  
ENDRESON & PERRY, LLP

Arthur Lazarus, Jr.  
D.C. Bar No. 7682

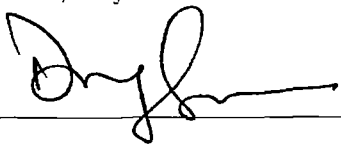
Donald J. Simon  
D.C. Bar No. 256388

1425 K Street, N.W., Suite 600  
Washington, D.C. 20005  
Telephone: 202-682-0240  
Facsimile: 202-682-0249

**CERTIFICATE OF SERVICE**

I hereby certify that I mailed, or caused to be mailed, a true and correct copy of the foregoing document by first class mail to the following parties of record this 9th day of February 2007:

Sean Dooley  
Senior Attorney, Public Health Division  
Office of the General Counsel  
Room 4A-37 Parklawn Building  
5600 Fishers Lane  
Rockville, Maryland 20857



---

RECEIVED  
2001 FEB -9 P 3:12  
INTERIOR BOARD OF CONTRACT APPEALS

INTERIOR BOARD OF CONTRACT APPEALS

ARCTIC SLOPE NATIVE ASSOCIATION, LTD.,	)	
	)	
	)	
	)	
Appellant,	)	IBCA Nos. 4794 through 4803/06
vs.	)	
	)	
MICHAEL O. LEAVITT, SECRETARY U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES, <i>et al.</i> ,	)	
	)	
Appellees.	)	

AFFIDAVIT OF RHONDA BUTCHER

STATE OF OKLAHOMA            )  
  ) ss.  
County of Pottawatomie        )

I, Rhonda Butcher, being duly sworn on oath, state as follows:

1. My name is Rhonda Butcher and I am the Self-Governance Director for the Citizen Potawatomi Nation, situated in Shawnee, Oklahoma. I have been requested to prepare this affidavit in connection with the appeal filed by the Arctic Slope Native Association concerning the failure of the Indian Health Service to pay contract support costs during the 1990s.
2. During the first week of May 2005 I attended the Self-Governance Conference jointly convened by the Indian Health Service, the U.S. Department of Health and Human Services, and the U.S. Department of the Interior in San Diego, California. To the best of my recollection, on May 4

(but possibly May 3), the conference agenda was devoted to Indian Health Service issues and a portion of the conference was devoted to contract support cost issues in particular. During this portion of the agenda, representatives from the Cherokee Nation made a presentation on litigation which had just been concluded in the United States Supreme Court involving the Cherokee Nation's and the Shoshone-Paiute Tribes' claims for damages over the Indian Health Service's failure to pay full contract supports costs in the 1990s.

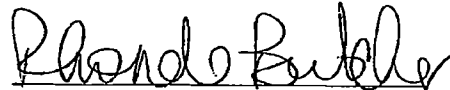
3. Either as part of the panel presentation or during a separate segment that day, IHS Director Charles Grim made remarks concerning contract support costs. During these remarks Dr. Grim noted that there was an outstanding class action lawsuit on behalf of other Tribes claiming damages over the contract support cost shortfalls that had occurred in the 1990s. Dr. Grim in his remarks acknowledged that many other Tribes had experienced shortfalls similar to the Cherokee Nation's, and said that all Tribes would be treated "fairly" in connection with their claims. Dr. Grim said that he had "heard" the Supreme Court's ruling "both loud and clear." After Dr. Grim made his prepared remarks I rose to the public microphone and explained to Dr. Grim that many other Tribes had experienced identical contract support cost shortfalls during the same years as those involved in the Cherokee and Shoshone-Paiute case, and that I wanted to know if IHS was going to make "reparations" to all of the other Tribes. Dr. Grim said that yes, IHS would make "reparations" to all other Tribes. Dr. Grim added that his main concern at this point was how IHS would find the money to pay other Tribes for their claims.

4. The plain understanding Dr. Grim gave at the Conference was that IHS would deal fairly with all other Tribes that have contract support cost claims that arose in the 1990s (including my Tribe, the Citizen Potawatomi Nation); that IHS was committed to making what Dr. Grim called

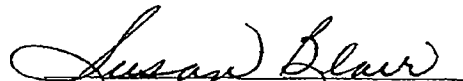
"reparations" to all the Tribes; and that IHS would be working with Tribal leadership to assure that in making reparations there was no adverse impact on the IHS budget.

5. I left the IHS Conference reassured that IHS was going to deal fairly with all Tribes that suffered contract support cost shortfalls.

6. Many weeks after the San Diego conference I learned that in the ongoing class action lawsuit against IHS involving these issues (called the "Zuni" case), IHS had announced that for any Tribes to be paid damages on their CSC claims they would have to first file formal claims with the agency. Prior to this time I had assumed the class action lawsuit was covering our claims. My Tribe quickly prepared and filed claims, but the following year they were denied in full. My Tribe has since filed an appeal with the Interior Board of Contract Appeals.

  
Rhonda Butcher

SUBSCRIBED AND SWORN TO before me this 12<sup>th</sup> day of January, 2007.

  
Notary Public in and for the State of  
Oklahoma  
My commission expires: 12/31/07  
99020062