

JULY 2012 CROW TRIBAL LEGISLATURE

JOINT ACTION RESOLUTION NO. JAR 12-07

INTRODUCED BY CEDRIC BLACK EAGLE, CHAIRMAN
CROW TRIBAL EXECUTIVE BRANCH

JOINT ACTION RESOLUTION OF THE CROW TRIBAL LEGISLATURE AND THE
CROW TRIBAL EXECUTIVE BRANCH ENTITLED:

**“RESOLUTION APPROVING THE CROW TRIBE’S LIMITED WAIVER OF
SOVEREIGN IMMUNITY IN THE MASTER AGREEMENT BETWEEN THE
STATE OF MONTANA, DEPARTMENT OF PUBLIC HEALTH AND HUMAN
SERVICES AND THE CROW TRIBE”**

WHEREAS, the Crow Tribe, seeks to provide services to its membership to further the health and wellbeing of the community and Crow Tribal members; and

WHEREAS, the State of Montana administers public health funding and public health programs that may be administered by the Crow Tribe for services to enhance the health and wellbeing of its membership; and

WHEREAS, the Crow Tribe is the appropriate governmental entity to expend these funds and to administer programs for the wellbeing and health of Crow Tribal members; and

WHEREAS, pursuant to Mont. Code Ann. § 18-11-103(a), the State of Montana may enter into an agreement with an Indian Tribe to “perform any administrative service, activity, or undertaking that a public agency or a tribal government entering into the contract is authorized by law to perform”; and

WHEREAS, the State of Montana has agreed to waive its immunity from suit for contract and/or enforcement actions arising under this agreement, and requires the Tribe to mutually waive its immunity from suit for the sole purpose of enforcement of the Master Agreement for recovery by the Department of Public Health and Human Services of damages for breach of any terms of the Agreement; and

WHEREAS, the Chairman of the Executive Branch has authority and responsibility pursuant to the “enumerated powers” in Article IV, Section 3 of the Constitution and Bylaws of the Crow Tribe of Indians to represent the Crow Tribe in negotiations with Federal, State and local governments and other agencies, corporations, associations, or individuals in matters of welfare affecting the Crow Tribe, and to “negotiate and approve limited waivers of sovereign immunity when such a waiver is necessary for business purposes in accordance with Article V, Section 2(f) of [the] Constitution;” and

July 2012 Session

**RESOLUTION APPROVING THE CROW TRIBE’S LIMITED WAIVER OF SOVEREIGN IMMUNITY IN THE
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Page 1 of 3

WHEREAS, the Legislative Branch has authority and responsibility pursuant to its “powers and duties” in Article V, Section 2(f) of the Constitution to “grant final approval or disapproval of limited waivers of sovereign immunity by the Executive Branch when waivers are necessary for business purposes;” and

WHEREAS, both sovereigns will benefit from implementing consistent legal provisions, language, and terms by the execution of a Master Agreement which will govern any and all subsequent Task Orders for individual programs and funding initiatives between the Crow Tribe and the Montana Department of Public Health and Human Services; and

WHEREAS, receiving the funding for programs otherwise administered by the Montana Department of Public Health and Human Services is in the best interests of the Crow Tribe, and the limited waiver of sovereign immunity required is necessary for the business purpose of entering into the Master Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CROW TRIBAL LEGISLATURE AND THE CROW TRIBAL EXECUTIVE BRANCH:

Section 1. That the Crow Tribe agrees, as a condition of receiving funding through the State of Montana Department of Public Health and Human Services: (1) to grant a limited waiver of sovereign immunity for the sole purpose of enforcement of the Master Agreement for recovery of any damages for breach of any terms of the Master Agreement or a Task Order entered into pursuant to the Master Agreement; and (2) to the adjudication of any dispute arising out of the Master Agreement or a Task Order entered into pursuant to the Master Agreement in a court of competent jurisdiction.

Section 2. That the Chairman of the Crow Tribal Executive Branch is hereby authorized to execute the Master Agreement which includes a limited waiver of sovereign immunity.

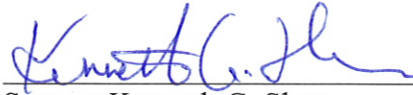
Section 3. That the approval granted herein is effective on the date of approval of this Resolution.

Section 4. Nothing herein shall be construed to change or circumvent the duty and right of the Legislative Branch to approve the budgeting of funds or revenue obtained pursuant to the Master Agreement.

Section 5. Any material changes or revisions to the Master Agreement shall require a new approval of the limited waiver of tribal sovereign immunity therein by the Legislative Branch prior to becoming effective.

CERTIFICATION

I hereby certify that this Joint Action Resolution entitled “**RESOLUTION APPROVING THE CROW TRIBE’S LIMITED WAIVER OF SOVEREIGN IMMUNITY IN THE MASTER AGREEMENT BETWEEN THE STATE OF MONTANA, DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES AND THE CROW TRIBE**” was duly enacted by the Crow Tribal Legislature with a vote of 12 in favor 0 opposed, and 1 abstaining and that a quorum was present on this 17th day of July, 2012.



Senator Kenneth G. Shane
Speaker of the House
Crow Tribal Legislature

ATTEST:



Senator R. Knute Old Crow, Sr.
Secretary
Crow Tribal Legislature



EXECUTIVE ACTION

I hereby

X approve or

_____ veto.

This Joint Action Resolution entitled “**RESOLUTION APPROVING THE CROW TRIBE’S LIMITED WAIVER OF SOVEREIGN IMMUNITY IN THE MASTER AGREEMENT BETWEEN THE STATE OF MONTANA, DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES AND THE CROW TRIBE**” pursuant to the authority vested in the Chairman of the Crow Tribe by Article V, Section 8 and Article IV, Section 3(k) of the Constitution and Bylaws of the Crow Tribe of Indians, on this 26 day of July, 2012.



Cedric Black Eagle, Chairman
Crow Tribal Executive Branch

July 2012 Session

RESOLUTION APPROVING THE CROW TRIBE’S LIMITED WAIVER OF SOVEREIGN IMMUNITY IN THE MASTER AGREEMENT BETWEEN THE STATE OF MONTANA, DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES AND THE CROW TRIBE


JOINT ACTION RESOLUTION OF THE CROW TRIBAL LEGISLATURE AND THE CROW TRIBAL EXECUTIVE BRANCH ENTITLED:
 "RESOLUTION APPROVING THE CROW TRIBE'S LIMITED WAIVER OF SOVEREIGN IMMUNITY IN THE MASTER AGREEMENT
 BETWEEN THE STATE OF MONTANA, DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES AND THE CROW TRIBE"

Bill or Resolution: JAR12-07 **Introduced by:** Chairman Black Eagle **Date of Vote:** 7/17/2012
Number

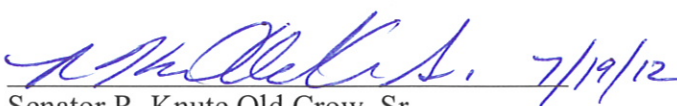
<u>Representative:</u>	Yes	No	Abstained
H. Two Leggins	_____	_____	_____
V. Pretty Paint	X _____	_____	_____
C. J. Stewart	_____	_____	X _____
S. Backbone	_____	_____	_____
A. Coyote-Runs, Sr.	X _____	_____	_____
L. Not Afraid.	X _____	_____	_____
Covers Up, Sr.	X _____	_____	_____
P. Alden, Jr.	_____	_____	_____
M. Not Afraid	X _____	_____	_____
V. Crooked Arm	X _____	_____	_____
L. DeCrane	X _____	_____	_____
C. Goes Ahead	X _____	_____	_____
B. Hugs	_____	_____	_____
G. Real Bird, Jr.	X _____	_____	_____
M. Backbone	_____	_____	_____
D. Wilson	X _____	_____	_____
R. K. Old Crow, Sr. <i>Secretary of the House</i>	X _____	_____	_____
K. Shane <i>Speaker of the House</i>	X _____	_____	_____
Totals:	<u>12</u>	<u>0</u>	<u>1</u>

Result of Vote:

Passed
 Not Passed
 Tabled
 Veto-Override



 Senator Kenneth G. Shane Date
 Date Speaker of the House

 7/19/12

 Senator R. Knute Old Crow, Sr.
 Secretary of the House

**MASTER AGREEMENT BETWEEN THE STATE OF MONTANA,
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
AND THE CROW NATION**

PREAMBLE

Indian Tribes are sovereign nations and a unique government-to-government relationship exists between the *Crow Nation* and the State of Montana. The best interests of the Indian Tribes and the State of Montana will be served by engaging in government-to-government relationships and respectfully recognizing the rights, duties and privileges of both Tribal and State citizenship. The State of Montana and Indian Tribes working together in government-to-government relationships and engaging in Agreements for the benefit of Indian and non-Indian residents promotes effective Tribal-State relations.

This Agreement demonstrates a commitment by the Parties to implement this government-to-government partnership. The State-Tribal Cooperative Agreements Act, § 18-11-101 et seq., MCA, promotes cooperation between State agencies and sovereign Tribal governments, and authorizes the State of Montana to enter into this Master Agreement with the *Crow Tribe of Indians, also known as the Apsáalooke Nation*.

The Parties agree to perform their respective duties and responsibilities under this Agreement in good faith and in a spirit of cooperation to accomplish the purpose of providing services to eligible tribal members residing on the *Crow Indian Reservation*.

SECTION 1: PARTIES

This Agreement is entered into between the State of Montana, by and through the Montana Department of Public Health and Human Services (hereinafter the "Department" or the "State"), whose address and phone number are P.O. Box 8005, 1400 Broadway, Helena, Montana, 59604, and (406)444-5900, and the *Crow Tribe* (hereinafter the "Tribe(s)"), whose insert Federal ID number, mailing address, fax number, and phone number are: Federal ID #_____ Mailing Address _____
Phone:_____ Fax:_____

As used herein, "Parties" refers to the Tribe and the State.

THE PARTIES AGREE AS FOLLOWS:

SECTION 2: PURPOSE

The purpose of this Master Agreement is to set forth the general terms, definitions, and conditions by which the Parties intend to perform their further duties and responsibilities

in separate task orders, in good faith and with a genuine spirit of cooperation, in providing lawfully available state services to all eligible Tribal Members as set forth herein.

SECTION 3: TERM OF AGREEMENT

- A. The term of this Agreement is from _____ through _____ unless otherwise terminated in accordance with the provisions of this Agreement. The term of each Task Order entered under this Agreement is set forth in the Task Order. This Agreement may be extended if the Parties agree in writing to the extension prior to the end of the current term of this Agreement.
- B. Each party, after termination of this Agreement, remains subject to and obligated to comply with all legal and continuing contractual obligations and separate task orders arising in relation to its duties and responsibilities that may arise under the Master Agreement including, but not limited to, record retention, audits, indemnification, insurance, the protection of confidential information, recipient grievances and appeals and property ownership and use.

SECTION 4: SERVICES PROVIDED

Services provided under this Master Agreement shall be in accordance with and subject to the terms of the specific task orders negotiated and executed pursuant to this Master Agreement.

SECTION 5: CONSIDERATION AND PAYMENTS

In consideration of the services provided pursuant to this Master Agreement and any task order, the Tribe will receive from the Department reimbursement for services rendered in accordance with any specific task order entered into pursuant to this Master Agreement.

SECTION 6: ACCOUNTING, COST PRINCIPLES AND AUDIT

- A. The Parties, in accordance with Section 18-4-311, MCA and other authorities, must maintain for the purposes of this Agreement an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles (GAAP).
- B. The Parties or any other legally authorized governmental entity or their authorized agents may at any time during or after the term of this Agreement conduct, in accordance with Sections 5-13-304 and 18-1-118, MCA and other authorities, audits for the purposes of ensuring the appropriate administration and expenditure of the monies provided through this Agreement and to ensure the appropriate administration and delivery of services provided through this

Agreement.

- C. The Parties, for purposes of audit and other administrative activities, in accordance with Section 18-1-118, MCA and other authorities, must provide each other and any other legally authorized governmental entity or their authorized agents, access at any time to all of their respective records, materials and information, including any and all audit reports with supporting materials and work documents, pertinent to the services provided under this Agreement until the expiration of three years from the completion date of this Agreement.

The Parties and any other legally authorized governmental entity or their authorized agents may record any information and make copies of any materials necessary for the conduct of an audit or other necessary administrative activity.

- D. The Parties must comply with the accounting and audit requirements of Federal Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the provisions of OMB Circular A-87 "Cost Principles for State and Local Governments and Indian Tribal Governments" concerning the use of the funds provided under this Agreement.

SECTION 7: REPAYMENT OF IMPROPER OR ERRONEOUS PAYMENTS

- A. Except as provided in any addendum or task order, in the event of a potential erroneous or improper payment, the following procedures shall apply:
1. The Tribe agrees to notify the Department verbally with a written follow-up immediately if the Tribes believes an overpayment or other erroneous or improper payment has been made;
 2. The Department agrees to notify the Tribe verbally with a written follow-up immediately if the Department discovers that an erroneous or improper payment has been made to the Tribe.
 3. The State agrees to bear the costs of any errors or improper payment up to the full amount if the State is responsible for the errors or improper payment;
 4. Upon receipt of written Departmental notification of Tribal error, the Tribe have 30 days in which to cure the error or improper payment;
 5. If the error is not cured by the Tribe within 30 days, or if the Tribe do not agree with the Departmental determination that it is in error, the specific liaisons for the task order shall meet for the purpose of discussing and resolving the issue. If the issue cannot be resolved by the State program manager and tribal staff, then the DPHHS Departmental Division Administrator shall meet with Tribal Officials to resolve the issue. If the Division Administrator cannot resolve the issue, then the DPHHS Director shall meet with the appropriate Tribal Officials to resolve the issue.

- B. If the Parties agree that the Tribe is responsible for an error or improper payments, the parties shall first informally attempt to resolve the issue and arrive at a resolution for repayment to the State. If the Parties cannot resolve the repayment issue informally, then the parties shall adhere to the following process for resolution of the issue:
 - 1. Within 10 business days of agreement between the Parties as to the allocation of responsibility for the erroneous payment, the Tribe and the State shall enter into a written agreement setting out the terms and conditions for resolving the erroneous or improper payment;
 - 2. The terms of the written agreement may include repayment timelines; provisions for deducting amounts owed from future payments in the event of nonpayment; and remedies in the event of noncompliance;
- C. If the Parties fail to come to an agreement as to allocation of responsibility for errors or improper payments, and no written agreement for resolution of the situation is possible, then the Parties may exercise their rights to a remedy as provided in Section 17.

SECTION 8: ASSIGNMENT, TRANSFER OR DELEGATION

- A. A party may not assign, transfer, or delegate, in whole or part, this Agreement or any right or duty arising under this Agreement unless the other party in writing approves the assignment, transfer, or delegation.
- B. An assignment, transfer, or delegation entered into by a party must be in writing, must be subject to the terms and conditions of this Agreement and must contain any further conditions as may be required by the other party.
- C. A party's approval of any assignment, transfer, or delegation neither makes that party a party to that agreement nor creates any right, claim or interest in favor of any party to that agreement against that party.
- D. A party must immediately notify the other party of any litigation concerning any assignment, transfer, or delegation.
- E. Provided, however, nothing in this Section 8 shall prevent the Tribes from assigning, transferring or delegating rights or obligations hereunder to political subdivisions or governmental programs and departments of the Tribes or corporations or other business entities owned by the Tribes, whether for-profit or not-for-profit so long as the assignee agrees that it will conform with all provisions of the Master Agreement or any task order entered pursuant thereto. In such instance the Tribe shall endeavor to give notice to the Department pursuant to Section 15 below.

SECTION 9: HOLD HARMLESS / INDEMNIFICATION

- A. The Tribe agrees to indemnify, defend, and hold harmless the State of Montana, its officials, agents, and employees from any breach of this contract by the Tribes, from any matters arising from the performance of this contract, or from the Tribe's failure to comply with any laws, regulations and ordinances applicable to the services or work to be provided under this Agreement.
- B. The State agrees to indemnify, defend, and hold harmless the Tribe, its officials, agents, and employees from any breach of this contract by the State, from any matters arising from the performance of this contract, or from the State's failure to comply with any laws, regulations or ordinances applicable to the services or work to be provided under this Agreement.
- C. This indemnification applies to all claims, obligations, liabilities, costs, attorney's fees, losses or suits resulting from any acts, errors, omissions or negligence, whether willful or not, of the Parties, their employees, agents, subcontractors or assignees and any other person, firm, or corporation performing work, services or providing materials under this contract.

SECTION 10: INSURANCE COVERAGE

A. GENERAL LIABILITY INSURANCE

- 1. The Tribe must maintain, at its cost, primary standard general liability insurance coverage. The general liability coverage must include claims arising out of liability with regard to the Agreement, the delivery of services, omissions in the delivery of services, injuries to persons, damages to property, the provision of goods or rights to intellectual property or any other liabilities which may arise in the provision of services under this Agreement. The insurance must cover claims as may be caused by any act, omission, or negligence of the Tribe and/or its officers, agents, employees, representatives, or assigns.
- 2. The Tribe must provide general liability insurance coverage inclusive of bodily injury, personal injury and property damage. The general liability insurance coverage must be obtained with combined single limits of \$1,000,000 per occurrence and \$2,000,000 aggregate per year, from an insurer with a Best's Rating of no less than A- or through a qualified self-insurer plan, implemented in accordance with Montana law and subject to the approval of the Department.
- 3. The State, its officers, officials, agents, employees, and volunteers, are to be covered by Tribal insurance for liability arising out of activities performed by or on behalf of the Tribes, inclusive of the insured's general supervision of the Tribes, products and completed operations; and arising in relation to the premises owned, leased, occupied or used by the Tribes.

B. GENERAL REQUIREMENTS

1. The Tribe agrees to provide to the Department, a copy of the certificate of insurance showing compliance with the requisite coverage. All insurance required under this Agreement must remain in effect for the entire Agreement period. The Tribes agree to provide to the Department copies of any new certificate or of any revisions to the existing certificate issued during the term of this Agreement.
2. The Tribe agrees to provide copies of any insurance policies pertinent to these requirements, any endorsements to those policies, and any subsequent modifications of those policies.
3. The Tribe's insurance coverage is the primary insurance in respect to the State, its officers, officials, agents, employees and volunteers for liability arising out of activities performed by or on behalf of the Tribes, and inclusive of the Tribes' general supervision. In such instances, any insurance or self-insurance maintained by the State and its officers, officials, agents, employees, and volunteers is in excess of the Tribes' insurance and does not contribute with it.
4. The requirements of this Section C is met by either a paper copy of electronic copy of the policies.

SECTION 11: COMPLIANCE WITH APPLICABLE LAWS, RULES AND POLICIES

The Parties agree to comply with all applicable Federal, State and Tribal laws, rules and policies as they apply to each particular task order. The parties will provide appropriate guidance with each other as requested by providing copies of such regulations, statutes, standards and policies, as well as essential interpretations thereof that are to be complied with under this Agreement and any task order under this Agreement.

SECTION 12: CONFIDENTIALITY AND HIPAA REQUIREMENTS

The Tribe and the Department each acknowledge that, during and after the term of this Agreement, they share an obligation and responsibility to protect confidential consumer and recipient information obtained and used in the performance of this Agreement. The Parties further agree that the federal Health Insurance Portability and Accountability Act (HIPAA) sets forth the legal authority and standards which guide the process of sharing HIPAA protected, individually identifiable health information. Provided however, nothing in this Section 12 shall be deemed as an admission or a conclusion that the Tribes, or any entity, governmental program, or department of the Tribes, is subject to HIPAA or other Federal or State confidentiality laws.

SECTION 13: PROPERTY

- A. For purposes of this provision the following definitions based on the pertinent Federal regulations apply:

"Equipment" means tangible nonexpendable personal property, including exempt property, charged directly to the Agreement having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit unless lower limits are otherwise established.

"Personal property" means property of any kind of property except real property. It may be tangible, having physical existence, such as equipment and supplies, or intangible, having no physical existence, such as data, copyrights, patents, or securities.

"Property" means, unless otherwise stated, real property, equipment, and intangible property.

- B. Property to be used for the purposes of carrying out the duties and responsibilities provided for in this Agreement may be purchased with funds from this Agreement only if authorized by the Department through the terms of this Agreement.
- C. Property purchased with federal funding under this Agreement, must be purchased, managed, and disposed of in accordance with the pertinent provisions at 74 CFR § 74.32, 74.34, 74.35, 74.36, and 74.37 and 92 CFR § 92.31, 92.32, 92.33 and 92.34.

SECTION 14: AGREEMENT TERMINATION

- A. The Department may immediately terminate the whole or any part of this Agreement or any individual task order for failure to perform the Agreement or task order in accordance with the terms of the Agreement and other governing authorities.
1. If there is no exigency or risk of harm to persons from continued performance, the Department shall provide notice to the Tribes of the failure to perform and allow the Tribes 30 days during which to cure the failure;
 2. Failure to perform includes, but is not limited to, failure to:
 - a. perform any of the requirements of this Agreement; or
 - b. comply with any applicable Federal law or regulation.
- B. Either Party may terminate this Master Agreement or any task order entered pursuant to this Master Agreement without cause. The Party terminating this

Agreement must give notice of termination to the other Party at least thirty (30) days prior to the effective date of termination.

- C. Notice of termination must be given in writing.
- D. Neither Party may revoke a notice of termination once given, without the express consent of the other Party.

SECTION 15: LIAISON AND SERVICE OF NOTICES

- A. Each individual task order shall identify the specific individuals from each party that will serve as the primary contact for each specific task order.
- B. All written notices, reports and other information required to be exchanged between the parties on each individual task order must be directed to the person(s) that are designated as the liaisons for the task order.

SECTION 16: MUTUAL LIMITED WAIVER OF SOVEREIGN IMMUNITY

The State has waived its sovereign immunity from suit for contract actions arising under this Agreement. See Montana Code Annotated, Title 18, Chapter 1, part 4. The State recognizes and agrees that the Tribes are not a “contractor” or a “contracting agency of the state of Montana” for purposes of § 18-1-402 due to the nature of the government-to-government relationship between the State and the Tribes.

For the purposes of this Agreement, the Tribes expressly grants a limited waiver of sovereign immunity from for the sole purpose of enforcement of this Agreement, and any Task Order entered pursuant thereto, for recovery by the department of any damages for breach of any terms of this Agreement. The Parties to this Agreement agree that no word, phrase, sentence, paragraph, or section, in whole or in part, separate or together, contained in this Agreement may be interpreted, other than expressly provided in this provision, as an express or implied waiver generally of the sovereign immunity of the Tribe.

SECTION 17: CHOICE OF LAW AND REMEDIES

- A. The Parties agree that this Agreement shall be governed and interpreted according to applicable Federal laws and regulations, and applicable laws and regulations of the Tribe and the State of Montana.
- B. The Parties agree to first meet and confer for the purpose of resolving any disputes that may arise under this Agreement.
- C. If resolution is not possible, the parties agree and stipulate that venue for enforcement of the terms hereof lies in a court of competent jurisdiction.

- D. In the event of a dispute with regard to this Agreement, each Party agrees to continue performance under this Agreement unless the other party explicitly waives performance in writing.
- E. Any remedies provided by this Agreement are not exclusive and are in addition to any other remedies provided by law.

SECTION 18: SCOPE, AMENDMENT AND INTERPRETATION OF AGREEMENT

- A. This Agreement consists of ten (10) numbered pages and Attachments _____ through _____. This is the entire Agreement between the Parties.
- B. No statements, promises, or inducements made by either Party or their agents are valid or binding if not contained herein.
- C. The headings to the sections of this Agreement are for convenience of reference and do not modify, the terms and language of the provisions to which they are headings.
- D. This Agreement, except as may be otherwise provided by the terms of this Agreement, may not be enlarged, modified or altered except by written amendment signed by the Parties to this Agreement.
- E. If any provision of this Agreement is determined by a court of law to be invalid legally, all other provisions of this Agreement remain in effect and are valid and binding on the parties.

SECTION 19: CREATION AND RETENTION OF RECORDS

The Tribes agrees to create and maintain records of the services covered by this Agreement, including financial records, supporting documents and such other records as are required by law or other authority as set forth in any task order.

SECTION 20: ADVANCED PAYMENTS

Unless contrary to federal, state or tribal law, and in the absence of good cause for not doing so, the Department will advance contract funds to the Tribe in accordance with the terms the parties set forth in specific Task Orders entered pursuant to this Agreement.

SECTION 21: LIMITING DECLARATION

This Agreement has been entered into to set forth the terms, definitions, conditions and responsibilities of the Parties with regard to the general provisions of any task order entered into under this Master Agreement. It is not intended to reflect or be viewed as

reflecting in any other context either Party's position with respect to the jurisdictional authority of the other. Nothing in this Agreement or in any conduct undertaken pursuant thereto shall be deemed as enlarging or diminishing the jurisdictional authority of either Party. Nothing in the Agreement shall be construed as reason or authority to substitute any Federal, Tribal, or State statute as a basis for any civil or administrative claim which names the State of Montana or the Tribe, or any of their respective agencies as a named party, or which may involve the State of Montana or the Tribe or any of their respective agencies as a named, impleaded, or necessary third party. Neither this Agreement nor conduct pursuant thereto shall be offered as evidence, otherwise referred to in any present or future litigation unrelated to the subject matter of this Agreement, or used to further either parties' equitable or legal position in any litigation unrelated to the subject matter of the Agreement. Each Party reserves all rights, arguments and defenses that are available to it under the law, and nothing in this Agreement shall be interpreted or construed as an express or implicit waiver of any such right, argument or defense, except as provided above.

The Parties through their authorized agents have executed this Agreement on the dates set out below.

CROW TRIBE

By: _____ Date _____
Cedric Black Eagle
Chairman, Apsáalooke Nation

STATE OF MONTANA

By: _____ Date _____
Anna Whiting Sorrell
Director, Montana Department of Public Health and Human Services

APPROVED BY

By: _____ Date _____
Steve Bullock
Attorney General