

APPENDIX D –  
ALASKA BREAST & CERVICAL (SCREENING AND CONSULTANT/RESOURCE)  
PROVIDER AGREEMENT PROGRAM RESOLUTION FOR TRIBAL ENTITIES  
RESOLUTION NO. \_\_\_\_\_

WHEREAS, the \_\_\_\_\_ (Name of Provider Agreement Recipient Entity), a federally recognized tribe (the Tribe) wishes to waive its sovereign immunity, and to enter into a Provider Agreement to receive grant funds under the Department of Health & Social Services program: **Alaska Breast & Cervical (Screening and Consultant/Resource)** Provider Agreement Program; in State Fiscal Year **FY2026** and such additional periods as may be indicated in the applicable Request for Proposals, but in no event longer than **5** years; and

WHEREAS, the State of Alaska, Department of Health & Social Services requires under 7 AAC 78.030 (e), a resolution approved by the entity's governing body that waives the entity's sovereign immunity from suit with respect to claims by the state arising out of the activities related to the Provider Agreement; and

THEREFORE, BE IT RESOLVED THAT, in the event that a **Alaska Breast & Cervical (Screening and Consultant/Resource)** Provider Agreement is awarded in State Fiscal Year **2026** and such additional periods as may be indicated in the applicable Request for Proposals, the Tribe hereby waives its sovereign immunity and consents to suit in Alaska State Courts or in a state administrative agency proceeding for any cause of action (including any allowable interest, costs and attorney's fees) or claim filed by the state arising out of or related to the agreement, to enforcement of any court or agency order entered in such action or agency proceeding and to levy and execution of any judgment entered in any such lawsuit or agency proceeding against all property and funds of the Tribe, however held and wherever located. Suits relating to this agreement shall be governed by State law and allowed solely in State courts or State administrative proceedings unless otherwise required by law.

BE IT FURTHER RESOLVED THAT: \_\_\_\_\_ (Chief Administrative Officer, Chief, President) is hereby authorized to negotiate, execute, and administer any and all documents and contracts required for granting funds to the Tribe and managing funds on behalf of this entity, including any subsequent amendments to said agreement, and including such additional periods as may be indicated in the Request for Proposals.

BE IT FURTHER RESOLVED THAT, this waiver shall remain in effect so long as the Provider Agreement, and any extension periods thereof not to exceed **3** years, remains in effect, plus the longest records retention period applicable to the grant as set forth in the agreement or state regulations, plus the expiration of the statute of limitations on any cause of action or claim arising out of or related to the Provider Agreement. The statute of limitations on any cause of action or claims shall begin to run from the end of the records retention period. This waiver includes, but is not limited to, any cause of action or claim related to a demand for reimbursement of funds following an audit.

**For Tribes for which the Tribal Council is authorized to approve Waivers of Sovereign Immunity**

This resolution was adopted at a duly convened meeting of the \_\_\_\_\_  
\_\_\_\_\_(Name of Provider Agreement Recipient Entity)  
on \_\_\_\_\_, 20\_\_\_\_ and complies with all current requirements necessary for the  
\_\_\_\_\_(Name of Provider Agreement Recipient Entity) to validly waive its sovereign immunity.

IN WITNESS THERETO:

By: \_\_\_\_\_  
Signature Council or Board Principal Administrative Officer Title

Attest: \_\_\_\_\_  
Signature Clerk or Secretary of Organization Title

**For Tribes Requiring Approval of Waivers of Sovereign Immunity  
by Affirmative Vote of the Membership of the Tribe**

This resolution was adopted at a duly convened meeting of the \_\_\_\_\_  
(Name of Alaska Native Entity) on \_\_\_\_\_, 20\_\_\_\_ after this waiver of sovereign  
immunity was approved by an affirmative vote of the majority of the entire adult membership of the tribe as required  
under the tribe's constitution. The membership vote was held on \_\_\_\_\_(date) and the vote was \_\_\_\_\_in favor  
and \_\_\_\_\_opposed. This resolution and waiver complies with all current specific constitutional requirements and  
constitutional limitations of the tribe and any other tribal ordinances or customs required for the  
\_\_\_\_\_(Name of Alaska Native Entity) to validly waive its sovereign immunity.

IN WITNESS THERETO:

By: \_\_\_\_\_  
Signature Council or Board Principal Administrative Officer Title

Attest: \_\_\_\_\_  
Signature Clerk or Secretary of Organization Title