

1 ALDERSON COURT REPORTING

2 Christine Allen

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5 HOUSE COMMITTEE ON OVERSIGHT AND REFORM,

6 U.S. HOUSE OF REPRESENTATIVES,

7 WASHINGTON, D.C.

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11 INTERVIEW OF: KENDRA KOJCSICH

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15 Wednesday, December 18, 2019

16 Washington, D.C.

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19 The interview in the above matter was held in Room 6480

20 O'Neill House Office Building, commencing at 10:40 a.m.

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22 Appearances:

23

24 For the DEMOCRATIC STAFF (MAJORITY):

25

26 JENNIFER GASPAR, COUNSEL

27 ALEXANDRA GOLDEN, CHIEF HEALTH COUNSEL

28 MILES LICHTMAN, PROFESSIONAL STAFF MEMBER

29 SUSANNE SACHSMAN GROOMS, DEPUTY STAFF DIRECTOR AND CHIEF

30 COUNSEL

31 KEVIN S. BARSTOW, CHIEF OVERSIGHT COUNSEL, ENERGY AND

32 COMMERCE COMMITTEE

33 MANMEET DHINDSA, COUNSEL, ENERGY AND COMMERCE COMMITTEE

34

35 For the REPUBLICAN STAFF (MINORITY):

36

37 MADISON ASHTON, STAFF ASSISTANT

38 MARK MARIN, DIRECTOR OF OVERSIGHT

39 CAROLINE NABITY, COUNSEL

40 SARAH VANCE, SENIOR PROFESSIONAL STAFF MEMBER AND DIRECTOR OF

41 OUTREACH

42 JENNIFER BARBLAN, CHIEF COUNSEL, OVERSIGHT AND

43 INVESTIGATIONS, ENERGY AND COMMERCE COMMITTEE

44 Appearances:

45

46 BRITTANY HAVENS, PROFESSIONAL STAFF, ENERGY AND COMMERCE

47 COMMITTEE

48 NATALIE SOHN, COUNSEL, ENERGY AND COMMERCE COMMITTEE

49

50

51

52 For the WITNESS:

53

54 PAMELA J. MARPLE, ESQ.

55 SCOTT A. SCHIPMA, ESQ.

56 TAKUYA UENISHI, ESQ.

57 Greenberg Traurig

58 2101 L Street, N.W., Suite 1000

59 Washington, D.C. 20037

60

61 Exhibits:

62

63 Exhibit No.

Page No.

64

65 1 - 8/31/2018 Strategic Communication Services Contract

66 Contract

26

67 2 - 7/24/2018 Email from Chris Koepke

33

68 3 - 7/31/18 C. Koepke Email

43

69 4 - 8/2/18 K. Kojcsich Email

46

70 5 - 8/9/18 Marcus Barlow Email

78

71 6 - 9/12/18 Laura Wotycha Email

85

72 7 - 10/12/18 Heather Robertson Email

91

73 8 - 2/5/18 O'Donnell & Associates Memorandum

107

74 9 - 10/26/18 Benjamin Kenney Email

137

75 10 - 10/19/18 York, PA Trip Schedule

144

76 11 - 10/22/18 Indianapolis, IN Trip Schedule

151

77 12 - 1/22/19 California Trip Schedule

154

78 13 - 10/16/18 [REDACTED] Sims Email

159

79 14 - 11/26/18 Invoice

166

80 15 - 10/16/18 Invoice

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81

82 PROCEEDINGS

83 Ms. Gaspar. Good morning. This is a transcribed
84 interview of Kendra Kojcsich conducted by the House Committee
85 on Oversight and Reform.

86 This interview was requested by Chairwoman Carolyn
87 Maloney as part of the committee's oversight of the Centers
88 for Medicare and Medicaid Services and its hiring of certain
89 contractors.

90 I would like to ask the witness to state her full name
91 and spell her last name for the record, please.

92 Ms. Kojcsich. Sure. Kendra Kojcsich. Last name is K-
93 o-j-c-s-i-c-h.

94 Ms. Gaspar. Ms. Kojcsich, my name is Jennifer Gaspar.
95 I am majority counsel for the Committee on Oversight and
96 Reform. I want to thank you for coming in today. We
97 recognize that you are here voluntarily, and we appreciate
98 that.

99 Ms. Kojcsich. Absolutely. Help you out.

100 Ms. Gaspar. Under the committee's rules, you are
101 allowed to have an attorney present to advise you during this
102 interview. Do you have an attorney representing you today?

103 Ms. Kojcsich. Yes.

104 Ms. Gaspar. Would counsel for Ms. Kojcsich please
105 identify themselves for the record?

106 Ms. Marple. Okay. Pamela J. Marple, of Greenberg

107 Traurig.

108 Mr. Schipma. Scott A. Schipma, Greenberg Traurig.

109 Mr. Uenishi. Takuya Uenishi, Greenberg Traurig.

110 Ms. Gaspar. And can the additional staff in the room
111 also identify themselves for the record, please?

112 Mr. Marin. Mark Marin, Oversight Committee, the
113 minority.

114 Ms. Nabity. Caroline Nabity, House Oversight, minority
115 staff.

116 Ms. Vance. Sarah Vance, Oversight Committee, minority
117 staff.

118 Ms. Barblan. Jennifer Barblan, Energy and Commerce
119 Committee, minority staff.

120 Mr. Barstow. Kevin Barstow, Energy and Commerce,
121 majority staff.

122 Ms. Dhindsa. Manmeet Dhindsa, Energy and Commerce,
123 majority staff.

124 Ms. Golden. Alexandra Golden, Oversight Committee,
125 majority staff.

126 Ms. Sachsman Grooms. I'm Suzanne Sachsman Grooms,
127 Oversight Committee, majority.

128 Mr. Lichtman. Miles Lichtman, Oversight Committee,
129 majority staff.

130 Ms. Gaspar. Thank you.

131 Okay. Ms. Kojcsich, before we begin, I'd like to go

132 over some ground rules for today's interview.

133 Ms. Kojcsich. Sure.

134 Ms. Gaspar. Have you ever had an on-the-record
135 interview or a deposition taken before?

136 Ms. Kojcsich. No.

137 Ms. Gaspar. Okay.

138 Ms. Kojcsich. First time.

139 Ms. Gaspar. All right. Well, this interview will
140 proceed as follows. So we have agreed with the minority
141 staff to alternate answering questions. We'll take about an
142 hour per side, though. If we're at approximately an hour and
143 need to answer questions or have less than that to cover, we
144 may deviate from that somewhat.

145 Ms. Kojcsich. Okay.

146 Ms. Gaspar. So there will be one questioner from each
147 side, pursuant to your counsel's request. So I will be the
148 only person asking questions for the majority, and Ms. Vance
149 will be the only person asking questions for the minority.

150 Ms. Kojcsich. Okay.

151 Ms. Gaspar. There is a court reporter, as you know,
152 taking down everything I say and everything you say. So
153 there will be a written record of this interview.

154 So we need to make sure that the record is clear. For
155 that reason, I need to ask you to wait until I finish my
156 question before you begin your response. Similarly, I will

157 wait for you to finish your response before I ask my next
158 question.

159 Also, the court reporter can't record nonverbal answers.
160 So no head shaking, nodding. We need an audible response,
161 yes, no, and so forth.

162 Ms. Kojcsich. Okay.

163 Ms. Gaspar. Got it? Okay.

164 Ms. Marple. May I ask a question --

165 Ms. Gaspar. Yes.

166 Ms. Marple. -- about the confidentiality of this
167 proceeding and the transcript under the rules? What are the
168 confidentiality rules for this type of proceeding?

169 Ms. Gaspar. Go ahead.

170 Ms. Sachsman Grooms. There are no rules on
171 confidentiality for this kind of proceeding. So the
172 Chairwoman Maloney will make decisions about releasing the
173 information pursuant to the investigation's needs and the
174 course of the conduct of the investigation as well.

175 Ms. Marple. Okay. Thank you.

176 Ms. Gaspar. Our practice is to make the transcript
177 available for your review in our office --

178 Ms. Marple. Okay.

179 Ms. Gaspar. -- after. So going back to the questions,
180 we want you to answer our questions in the most complete and
181 truthful manner possible. If you have any questions or you

182 need me to clarify what I'm asking, please don't hesitate to
183 do so. I'm happy to rephrase because it's important that we
184 be on the same page. Do you understand?

185 Ms. Kojcsich. Yes.

186 Ms. Gaspar. Similarly, if you are unable to recall
187 something, I don't want you to guess or speculate. I just
188 want you to testify to the substance of events or
189 conversations to the best of your recollection. If you only
190 remember part of a conversation and event, you can give us
191 the best of your recollection about the part that you
192 remember. Do you understand?

193 Ms. Kojcsich. Yes.

194 Ms. Gaspar. Okay. Please let me know if you need a
195 break at any time. We will try to take a break about every
196 hour, so when we alternate questioners. But if you need a
197 break before that, let me know. The only thing I ask is that
198 if there is a question pending, that you go ahead and answer
199 that question before we take a break.

200 Ms. Kojcsich. Sure.

201 Ms. Gaspar. So you are here voluntarily, and we are not
202 going to swear you in. However, you are required by law to
203 answer questions from Congress truthfully, and that does
204 apply to questions posed by congressional staff in an
205 interview. Do you understand?

206 Ms. Kojcsich. Yes.

207 Ms. Gaspar. So if at any time you knowingly make a
208 false statement, you could be subject to criminal
209 prosecution. Do you understand?

210 Ms. Kojcsich. Yes.

211 Ms. Gaspar. Is there any reason why you can't give
212 truthful answers in today's interview?

213 Ms. Kojcsich. No.

214 Ms. Gaspar. Okay. And finally, please note that if you
215 wish to assert a privilege over any statement today, the
216 assertion must comply with committee rules. Committee Rule
217 16(c)(1) states, "For the chair to consider assertions of
218 privilege over testimony or statements, witnesses or entities
219 must clearly state the specific privilege being asserted and
220 the reason for the assertion on or before the scheduled date
221 of testimony or appearance." Do you understand?

222 Ms. Kojcsich. I'm not sure, actually. I don't know
223 what that means.

224 Ms. Marple. I understand.

225 Ms. Kojcsich. Okay. As long as she understands.

226 Ms. Marple. That the statements of the reasons and the
227 privilege and the contours be clearly set forth.

228 Ms. Gaspar. So, basically, your attorney could make an
229 objection that something that I'm asking you calls for a
230 privilege, and basically, she has the right to object under
231 our rules.

232 Ms. Kojcsich. Okay. I see.

233 Ms. Gaspar. Okay. Do you have any other questions
234 before we begin?

235 Ms. Kojcsich. No, I don't think so.

236 EXAMINATION

237 BY MS. GASPAR:

238 Q. Okay. So let's just start by talking a little
239 bit about your background.

240 A. Sure.

241 Q. Where are you employed?

242 A. I work at Porter Novelli.

243 Q. How long have you been there?

244 A. I have been there -- I started as an intern, and
245 so I've been there for about 13, 14 years, depending on if
246 you count the internship or not.

247 Q. Could you walk me through the roles that you've
248 held at Porter Novelli up and until -- through your current
249 role?

250 A. Yeah, sure. So, you know, I work at a comms PR
251 firm. You know, a lot of our -- we focus on clients. A lot
252 of the work that I particularly have worked on throughout my
253 career has been in what we call social marketing or social
254 impact space. So I work on some Government clients like CMS,
255 but I have also worked on nonprofit association, doing a
256 variety of things from, you know, in the beginning of my

257 career like media monitoring and, you know, clips and, you
258 know, support, logistics.

259 Currently, a lot of my roles and responsibilities
260 are more project management. So I focus on the program side
261 of our business, you know, kind of working directly with the
262 clients, you know, making sure that we're kind of delivering
263 on, you know, what is outlined, making sure that things are
264 running smoothly. And, yeah. So that's kind of -- in this
265 instance, too, for CMS, my role is really one of the project
266 managers.

267 Q. Have you always been based in the D.C. office?

268 A. I have.

269 Q. And are you part of a group or a team of any
270 sort?

271 A. Yeah. So I sit in the like we just rebranded it
272 to purpose, but kind of social -- social impact space, and
273 that also includes our Government work.

274 Q. Could you tell me a little bit how your team is
275 structured at Porter Novelli?

276 A. So overall or just like for -- like per client or
277 --

278 Q. Well, I guess --

279 A. Or both?

280 Q. I guess both.

281 A. Okay.

282 Q. First of all, how large is your overall team that
283 you're part of?

284 A. So in our office, I don't know, there's maybe --
285 maybe we're around 50, give or take. And then from that, you
286 know, we pull together teams. We do work with people outside
287 of the D.C. office on our teams. You know, we have a
288 creative team that sits in Seattle, and we have an analytics
289 team that's up in New York. So they're part of our larger
290 collective team, too.

291 But I would say, you know, on our CMS team
292 overall, you know, there's I'm guessing, but like around 20
293 people or so that, you know, work on various parts of the
294 business.

295 Q. Okay. So it's fair to say, based on your
296 previous response, that the exact team you work with will
297 depend on the client, basically?

298 A. Yes.

299 Q. Okay. Who do you report to?

300 A. I report to [REDACTED]

301 Q. Okay. And who --

302 A. So she is our global head of purpose, and she
303 sits in the D.C. office.

304 Q. Does anybody report to you?

305 A. I have one direct report now, [REDACTED].

306 Q. On the social impact team or just in your role

307 generally, what kinds of clients do you focus on?

308 A. So a little bit of what I said before. Like so I
309 do work on some Government clients, CMS being one of them. I
310 also work on nonprofit associations, anything sort of in that
311 like social good space has been like primarily the stuff that
312 I've been focused on. I'm not a -- I wouldn't say like I'm a
313 content expert in terms of like I don't focus on like policy,
314 and I don't focus on like that type of work. It's more comms
315 overall and like project management.

316 Q. How many projects or clients do you typically
317 work for at the same time?

318 A. That depends. I've worked -- you know, I've had
319 as many as, you know, six or seven. But typically, I would
320 say around three.

321 Q. And if I say "client" or "project," is there a
322 distinction for you? Because could a client have multiple
323 projects?

324 A. Yes. Yeah, that's a good distinction. Yeah, so
325 a client could have multiple contracts and/or multiple
326 projects. I'm not always involved in all of those. So, you
327 know, there may be a client that has, you know, three
328 different projects or contracts, and so I would maybe work on
329 one or two of them. So that's a good distinction.

330 Q. How often, generally speaking, do you collaborate
331 with other public relations agencies in your work? Is that

332 something that happens?

333 A. Yeah, pretty often, just given the nature of our
334 work. You know, at a firm, we employ so many people, and if
335 a client has additional demands and we don't have the people
336 to help out with that work, we'll sometimes tap into other
337 agencies to help.

338 Q. Is it common to use independent contractors in
339 your work?

340 A. It is.

341 Q. Under what circumstance are independent
342 contractors typically brought in, generally speaking?

343 A. Generally speaking, we'll bring in independent
344 contractors, as I said, where there is additional demand from
345 a client to kind of gear up to do work pretty fast or if we
346 don't have the capability in-house. Sometimes we'll have the
347 capability in-house, but they may be working on -- they don't
348 have the capacity.

349 So like they'll be working on a different client.
350 So they may not be able to, you know, hop in and help on our
351 work. So, you know, we want to be able to help -- you know,
352 make sure that we can deliver for the client. So that's how
353 we'll bring in additional people.

354 Q. And so is that usually decided on a project-
355 specific basis?

356 A. Yeah. Yes, usually.

357 Q. Okay. You said that you work for CMS. Which
358 other -- any other Government agencies?

359 A. Currently, right now, the majority of the stuff
360 that I've worked on has been HHS. So I had worked a little
361 bit on Administration on Aging, which is now the
362 Administration on Community Living. And yeah, the majority
363 of that has really been within HHS.

364 Q. Okay. So let's talk a little bit about your work
365 for CMS, generally speaking.

366 A. Sure.

367 Q. How long have you worked for CMS on any project?

368 A. Yeah. So on any project, I probably started
369 maybe like 2009, 2010. There would be like small things that
370 I were brought into back then, but I would say the majority
371 of the work I would say in the past like 6 years has been
372 like more substantial than when I was first kind of tapped in
373 to like help out with like a media tour or something like
374 that in the -- in like 2010.

375 Q. Do you know how many projects you've worked on
376 for CMS over time?

377 A. Oh, gosh. A lot. Yeah, I mean, I guess it's how
378 you would define a project.

379 Q. Well, can you give me some examples of some work
380 you've done recently? I know that there's a contract that
381 we're going to talk about soon --

382 A. Sure. Yeah.

383 Q. -- that I know you're familiar with, but going
384 back, what -- generally what kinds of work?

385 A. Yeah. So, generally, the types of work. So
386 Medicare open enrollment has been like a pretty big project
387 of mine, and kind of what we do for that particular work, you
388 know, we support them from both marketing and PR. So Porter
389 Novelli also has a full service like creative shop, and so
390 we'll work with partners as well to do like the creative that
391 you'll see during open enrollment to let beneficiaries know
392 what the deadlines are for open enrollment. Starts October
393 15th and ends December 7th. So just got through our last
394 one.

395 And so, you know, through that, we'll -- again,
396 as I said, we help develop the TV spots, the radio spots, the
397 online spots. We'll help with media tours. So we'll work --
398 you know, at the HHS building, there is a studio there.
399 We'll work with different spokespeople to do interviews
400 across the country on letting people know about, you know,
401 whether it's dates or whether it's what their benefits are.

402 So that has been a lot -- at least in what I work
403 on a lot of the stuff that we've kind of been focused on.
404 And we've had that work, you know, for I don't know exactly
405 how many years, but let's say at least the past six, probably
406 longer.

407 Q. Is it fair to say that that's the majority of the
408 work that you've done for CMS in the past?

409 A. Yeah, I would say that's like typically that's
410 what we've done for the most part. And there's been other
411 contracts. There was like a prevention contract that we had.
412 I wasn't as involved in that. That was more like 2008. But
413 then we do some work with the Centers for Program Integrity
414 kind of around some of their -- you know, some of their
415 programs and initiatives as well.

416 Q. When you've worked on those projects -- and we
417 can focus on open enrollment, if there's a distinction -- but
418 who at CMS do you typically work with? What office?

419 A. The Office of Communications.

420 Q. Okay.

421 A. Yeah.

422 Q. And are there certain individuals that you've
423 worked with regularly over time?

424 A. Yeah.

425 Q. Who are they?

426 A. Oh. So, currently, so for open enrollment, we
427 have Jessica Beauchemin, Laura Salerno, Barb Johanson. And
428 so we have like sort of the program folks, and then there's
429 also like contracting officers. I don't work with them as
430 much. We have a Government contracts specialist that --
431 there's different people on our team that work with different

432 folks. So like Heather Robertson and Lauren Teal, Chris
433 Koepke. I'm sure I'm forgetting folks, but Maya Newman.
434 There's, you know, just a lot of people within the Office of
435 Communications. It's a pretty big shop.

436 Q. Do you have a sense of how they are -- how CMS's
437 communications shop is structured after working with them for
438 so long?

439 A. Yeah. I mean, generally, yeah. There are still
440 I feel like always people that I'm like, "Who is this
441 person?" Hut yeah, generally, you know, I have a sense of
442 it.

443 Q. So if CMS wants to hire Porter Novelli for some
444 work, are you the person that they reach out to these days?

445 A. No. So it has to go through like -- like for
446 overall contracts, Porter Novelli is part of a larger IDIQ
447 that can bid on the work. So sometimes they'll reach out to
448 me once we have the work, but it usually is through our
449 Government contracts agency -- or our contract manager.

450 Q. Could you walk me through that process, just
451 generally speaking, as much of it as you are familiar with?

452 A. Sure. So like overall, just like how -- like the
453 contracts and stuff? Or --

454 Q. Yeah. I don't need you to go into the details of
455 the actual, you know, IDIQ process.

456 A. Yeah.

457 Q. But in terms of the relationship between Porter
458 Novelli and CMS, how does it work? Who reaches out to who,
459 and then sort of what happens down the chain? When do you
460 get involved?

461 A. So when we -- like we already have a contract or
462 --

463 Q. Yeah, you personally, mm-hmm.

464 A. Okay, yeah. So, again, like I'm more of the like
465 day-to-day person. So, yeah, I mean if there is -- you know,
466 if we have work that we're doing and there is a new request
467 that's coming in, or there is something that they need, they
468 typically go like to like me or my boss, [REDACTED]. Again,
469 depending on if it's like a creative request, they'll
470 sometimes go to my creative team.

471 A lot of it's done in like we have like weekly
472 calls and touch bases. So if there's like a new request that
473 needs to come through, we'll talk about it a lot there as
474 well. Does that answer your question?

475 Q. Yeah. Weekly calls, is that something that
476 between -- you mentioned weekly calls. Are those between you
477 and CMS?

478 A. Yes.

479 Q. And is that ongoing, regardless of the projects?

480 A. No. I mean, they're not -- typically during the
481 busier times, we'll do them more frequently. But if there's

482 a little bit of downtime, we don't have them like every week.

483 It's typically as needed and as requested by CMS.

484 Q. How long have those been going on for?

485 A. I mean, usually like the entirety of the work
486 that we're doing, yeah.

487 Q. Okay. So it sounds like it is project -- more or
488 less project specific?

489 A. Yeah.

490 Q. Okay.

491 A. Yeah, it's not like one call that talks through
492 everything. It's usually specific to the project. So there
493 could be multiple calls that are happening, yeah.

494 Q. Got it. Okay. Had you ever worked for Seema
495 Verma before she became the CMS Administrator in early 2017?

496 A. I had not, no. I have only ever worked at Porter
497 Novelli, and I have -- I didn't know who she was even before
498 then. Yeah.

499 Q. Okay. In other words, she hadn't engaged Porter
500 Novelli for other work?

501 A. No.

502 Q. Okay. And to your knowledge, had anyone else at
503 Porter Novelli worked for her or with her?

504 A. No, not to my knowledge.

505 Q. Just going back to the other contracts that
506 you've worked on for CMS before, have you engaged independent

507 contractors for those in the past?

508 A. Yes.

509 Q. How often does that happen?

510 A. How often do we engage independent contractors?

511 Q. How often has that happened for CMS in the past?

512 A. I would say pretty often.

513 Q. For what kinds of roles?

514 A. Like we'll bring people on, you know, for media
515 training. We'll bring people on for media relations. We'll
516 bring people on for usually like, you know, sometimes like
517 creative needs. And sometimes like project management stuff.
518 I probably shouldn't say "stuff" in an official meeting,
519 sorry.

520 But yeah, I would say generally those are the
521 types of things. I'm sure I'm forgetting some, but generally
522 speaking.

523 Q. And did that usually -- in the past, has that
524 usually happened at CMS's request, or is the process more
525 that Porter Novelli identifies a need and then makes a
526 recommendation?

527 A. So it's a little bit of both. I would say, you
528 know, throughout the time that we've worked with CMS, there
529 are small businesses, and there is like we call them vendors
530 -- I don't know the official term -- that will go to CMS and
531 have meetings with them. And then what they'll do is they'll

532 kind of send them to us, just say, hey, like we met with
533 these guys. You might want to meet with them.

534 Sometimes it may be for like current work that
535 we're on, or it might just be in general, like if we -- you
536 know, if this need comes up, here's somebody that you guys
537 could talk to. I know specifically like for small
538 businesses, that's something that, you know, happens often.
539 So --

540 Q. Got it. Okay. Okay, let's talk about the
541 engagement that I understand began approximately August or
542 September 2018. Can I have CR 519? Let's mark this as
543 Exhibit 1.

544 (Exhibit No. 1 was marked for identification.)

545 BY MS. GASPAR:

546 Q. Have you seen this before?

547 A. I have.

548 Q. What is it?

549 A. This is the contract for the strategic
550 communications services, which was one of the task orders
551 that we have with CMS.

552 Q. And this contract became effective on I believe
553 it's August 31, 2018, according to this?

554 A. Yeah, I believe that is correct.

555 Q. Okay. Did this contract represent a new project,
556 a new sort of form of work for Porter Novelli?

557 A. I mean, it was a different workstream, yeah.

558 Q. Okay. So what was the difference between this
559 workstream and the existing workstreams that you had with CMS
560 at this time?

561 A. So I want to say it was, again, the types of work
562 that we were doing were kind of consistent with what we have
563 done before, just in terms of, you know, earned media support
564 and, you know, comm -- like overall like kind of comms
565 support. But this was working to support the Office of the
566 Administrator, and that was a new project for us. But again,
567 like the types of work wasn't totally different, but it was -
568 - it was a new workstream.

569 Q. Were you involved in negotiating the terms of
570 this contract or the scope of what Porter Novelli's work
571 would be under the contract?

572 A. So I'm not a Government contracts specialist or
573 lawyer. So I don't get into the specifics of contract
574 negotiations. I certainly have input into kind of our
575 technical response, but in terms of the negotiations and
576 contracts, that's handled by our contracts manager.

577 Q. Got it. Okay. So how did this contract come
578 about? When was the first time that you heard about this
579 project?

580 A. For this August 31st contract? Probably we had
581 probably started discussions, I don't know, probably a month

582 before --

583 Ms. Marple. Do you remember?

584 Ms. Kojcsich. Yeah. No, I probably don't
585 remember exactly.

586 Ms. Marple. She can speculate, but she doesn't
587 have specific memory.

588 BY MS. GASPAR:

589 Q. Okay. So do you remember who you first spoke
590 with about CMS's request for Porter Novelli to provide
591 strategic communications services?

592 A. It was the Office of Communications typically who
593 we would talk with.

594 Q. Do you remember who reached out to you, or did
595 you reach out to them?

596 A. I reached out to them. I don't know exactly who
597 we talked to.

598 Q. So just thinking back to that time when CMS
599 engaged Porter Novelli to work on this contract, what was
600 your understanding of the scope or let's say the goals of the
601 work at the time?

602 A. Yeah. So at the time, my understanding was that
603 we would be providing services and work for the Office of the
604 Administrator on a variety of different things from
605 speechwriting to, you know, earned media to kind of
606 logistical support, to, you know, pulling together kind of

607 calendars and messaging. Again, you know, oftentimes, too,
608 in a proposal stage, and especially for this contract, too,
609 it's very fluid just in terms of the types of work that
610 evolves from what's needed. Just anyone with any sort of
611 comms background, you guys know, too, like it can, you know,
612 change and evolve on a daily basis.

613 So, generally, those are the types of things that
614 we did. But again, there could be a new request that comes
615 in, but again, it sort of falls under this general scope, and
616 we would support in that.

617 Q. What was your understanding, just again thinking
618 sort of back to that time around when you were engaged to
619 work on this project, of why the Office of the Administrator
620 needed that support?

621 A. I'm not sure.

622 Q. Did you have any understanding that there was a
623 lack of capacity there or anything along those lines?

624 A. Yeah. So at the time, no. Again, like I wasn't
625 super familiar, like that's not who I'm working with, me
626 specifically. But later, you know, once we started like
627 engaging, you know, I had heard that their -- you know, that
628 they didn't have staff, or they needed additional support
629 that they didn't have. They weren't fully staffed.

630 Q. Okay. Tell me more about that. So what else --
631 what else did you learn over time?

632 A. I mean, that was generally it. Like it's not --
633 like so, for example, for like media help, you know, we work
634 closely with the Media Relations Group. And my understanding
635 at the time was they were really focused on like trade media
636 and like media that like cover CMS, but they needed some
637 additional help with, say, outside the Beltway type media or
638 more local media throughout the country. And so, again,
639 that's like one example of kind of -- and also speechwriting.

640 So we had a pool of speechwriters that they came
641 to us and say, hey, we need some additional speechwriters.
642 Can we kind of have a pool of speechwriters on your team that
643 we can tap into when we have different needs? So that I feel
644 like was definitely a big one for us, and we worked directly
645 with I believe her name was Kimberly on speechwriting needs.
646 And they would tap into us when they needed something.

647 And again, that because the people -- depending
648 on availability and turnaround and stuff like that, you know,
649 we have a variety of people that were working on that.

650 Q. Anything else?

651 A. That's it.

652 Q. And do you remember what other workstreams you
653 were -- you had for CMS around that time or even during
654 anytime while you were working on this contract?

655 A. We had open enrollment, and then we also have a
656 contract with CPI, CMS CPI. And so those were two contracts

657 that we had.

658 And we also -- depending on the timing, also were
659 working on a contract with CMS around the new Medicare card.
660 So over the past year, CMS removed your Social Security
661 number and replaced it with a randomly generated number, and
662 so we did a lot of comms support around that to just educate
663 the beneficiaries that, hey, you're getting a new card. You
664 know, destroy your old one, and you know, nothing changes.
665 So that kind of stuff is what we were working on at the time.

666 Q. And so those -- just want to make sure I
667 understand. So those were separate workstreams?

668 A. Yes.

669 Q. Okay. So, and did you work with different
670 individuals at CMS on those various projects?

671 A. Yes, yeah. I mean, there's overlap among all of
672 them. But you know, some people are more involved in the
673 different work than others is my understanding. You know,
674 they'll have a -- on their -- on the CMS side, there's a
675 project manager that kind of oversees that workstream. And
676 so, you know, we'll work with them, and people get pulled in
677 as needed.

678 Q. Okay. Let's turn to just look at page 3 of this
679 contract.

680 A. Sure.

681 Q. So this is Bates number CR 521.

682 A. Yep.

683 Q. Okay. So I will go back to some of this a little
684 bit later --

685 A. Sure.

686 Q. -- but I wanted to quickly run through the names
687 that are on this list.

688 A. Sure.

689 Q. So is it correct that some of these individuals
690 are consultants for -- became consultants for Porter Novelli,
691 third-party consultants, and that others were employees?

692 A. Yeah. We call them independent contractors.

693 Q. Got it.

694 A. But yeah, that's correct.

695 Q. Okay. Can you just run through quickly and tell
696 me who on this list was a Porter Novelli employee and who was
697 an independent contractor?

698 A. Sure. So Pam, Joanna, Eric, Eric, and Marcus
699 were independent contractors. Kendra -- myself -- [REDACTED],
700 [REDACTED], [REDACTED], [REDACTED], and [REDACTED] were Porter
701 employees.

702 Q. Okay. So these five independent contractors were
703 identified to work on this project at the outset?

704 A. Correct.

705 Q. Okay. So we'll go back to some of those in a
706 minute, but before that, I just want to talk a little bit

707 more about the engagement or this particular contract and how
708 it came about.

709 A. Sure.

710 Q. So let's turn to another document. If we could
711 pull up CR 1887 and mark it as Exhibit 2.

712 (Exhibit No. 2 was marked for identification.)

713 BY MS. GASPAR:

714 Q. Do you remember this?

715 A. I remember now, looking at it, yeah.

716 Q. Okay. Do you remember receiving it at the time?

717 A. Yes.

718 Q. Okay. Who is Christopher -- is it Koepke?

719 A. Koepke.

720 Q. Koepke, who is at the top of this email?

721 A. He is the like probably not get his total -- he's
722 within the Office of Communications, the Director of
723 Strategic Marketing, though don't quote me on that exactly.

724 Q. Was he your primary contact during this -- at CMS
725 during this project?

726 A. He was one of them, yeah.

727 Q. What was his role specifically?

728 A. So he sort of oversaw the Office of
729 Communications -- or not oversaw, I believe his boss is Mary.
730 But he was, you know, one of the points of contacts that we
731 had at the Office of Communications.

732 Q. Got it. So going down, you mentioned Mary. Is
733 that Mary Wallace, who is also copied on this email or
734 included on this email?

735 A. Yep.

736 Q. And who is she?

737 A. I don't know her exact title. I believe that
738 Chris reports to her, and my understanding is that she's the
739 overall head of the Office of Comms.

740 Q. Okay. And then going further down, the next
741 email below is from Brady Brookes. Do you know who Brady
742 Brookes is?

743 A. I do. She is the Deputy Chief of Staff.

744 Q. Did you interact with Mary Wallace during the
745 engagement, during this time when the engagement came about?

746 A. No. So I wouldn't really interact directly with
747 Mary. Like I'd either interact with Chris or Laura Salerno.
748 Yeah.

749 Q. And sorry, we skipped Laura. Laura is cc'd here.
750 Who is Laura?

751 A. Yeah, Laura also works for Office of
752 Communications, and she works for Chris.

753 Q. Okay. Did you interact with Brady Brookes during
754 this time?

755 A. No.

756 Q. Okay. At any time during the work that was going

757 on?

758 A. No. I didn't know who Brady was at that time.

759 Q. Okay. Is it your understanding now that Brady
760 works for the Office of the Administrator?

761 A. Yeah. Yes.

762 Q. Okay. Do you know if she reports directly to
763 Seema Verma?

764 A. I would assume so because she's her Chief of
765 Staff, though I'm not sure what the exact reporting structure
766 is on that side.

767 Q. Okay. And this says -- let's go to the very
768 bottom email here. It says, "The goal of the new contract
769 action will be to find media opportunities and book media for
770 the Administrator, in addition to connecting the
771 Administrator to reporters for introductions and background
772 discussions." Do you see that?

773 A. Yes.

774 Q. Okay. Did you -- do you remember seeing that at
775 the time?

776 A. I don't remember seeing it at the time. I guess
777 I'll leave it at that, yeah.

778 Q. Do you remember -- so looking at this now, do you
779 think that this was the first time that anyone at CMS reached
780 out to you about this project?

781 A. It could be. I don't know if I'm definite. But

782 yeah, I mean that was -- this was one of the first times.

783 Q. Do you remember any conversations that you had
784 with Christopher or Laura or anyone else at CMS about what
785 the Office of the Administrator was asking for?

786 A. Yeah, my understanding at the time was that they
787 were looking for additional media relations support to -- how
788 it was explained to me, to further kind of the CMS
789 initiatives and that part of that was using the Administrator
790 as one of the spokespeople.

791 Q. Okay. Was it your understanding at the time that
792 that request was coming from the Office of the Administrator?

793 A. It was not my understanding, yeah.

794 Q. Did that become your understanding?

795 A. No. You know, I take my direction from the
796 Office of Communications. So, you know, I don't know where
797 they get their direction from, but you know, I -- when they
798 come to me with a request, I just, you know, try to make
799 things happen, just given the client service. But it wasn't
800 that I didn't really -- I guess I didn't really think about
801 it that way.

802 Q. Okay. So the next line here says Pam Stevens'
803 number, and then it lists a phone number.

804 A. Yep.

805 Q. And that asks about the next step. How did you
806 interpret that at the time?

807 A. So I believe I had a phone call with Chris, where
808 again what I had said just in terms of needing additional
809 support for media, and again, as I had said before, like they
810 often will sometimes pass names along as recommendations of,
811 hey, take a look at this. Certainly, Porter, like we have
812 our own process and like vetting process that we'll, you
813 know, talk to the folks that, you know, are passed along to
814 us. And that would -- and that's sort of the case that we
815 had with Pam.

816 Q. So did you understand that this suggestion that
817 Pam Stevens work on the project came from the Office of the
818 Administrator?

819 A. It was my understanding that it came from the
820 Office of Communications because that's who I talk to
821 directly.

822 Q. So understanding that there was a separate
823 workstream where people in your contracting office and the
824 CMS contracting office were actually negotiating the terms of
825 the contract, did anyone else -- would anyone else at Porter
826 Novelli have had communications with folks in the Office of
827 Communications at CMS about the scope of the contract, about
828 the work that was expected to be conducted under it?

829 A. There could have been. Like my boss maybe. But
830 I don't know exactly -- I don't know for sure.

831 Q. Okay. You're not specifically aware if other

832 folks were --

833 A. Yeah.

834 Q. Okay.

835 Ms. Marple. Just let her finish and then answer.

836 Ms. Kojcsich. Okay. Okay, sorry.

837 BY MS. GASPAR:

838 Q. Do you remember what happened after this email?
839 You said you had a call with Chris. But anything else about
840 this period of time, about the negotiations over the work?

841 A. What do you mean, specifically?

842 Q. Well, did anyone at CMS reach out to you after
843 this about what work would be conducted, about other
844 consultants who would work on the project, anything like
845 that?

846 A. Not like at the time, no.

847 Q. Okay. Let's talk some more about Pam Stevens,
848 who is referenced here.

849 A. Sure.

850 Q. Did you know Pam Stevens before she became
851 involved in this project?

852 A. I did not.

853 Q. Do you know if she had ever done any work for
854 Porter Novelli before this project?

855 A. Not to my knowledge. And I believe no.

856 Q. Do you know if she had already been working for

857 the Administrator, Ms. Verma, at the time that she became
858 involved in the project that you worked on?

859 A. I don't know, but I don't believe so.

860 Q. Okay. Do you know what the basis was for
861 recommending -- or let me back up.

862 A. Sure.

863 Q. Who recommended her to work on this project?

864 A. The conversation that I had was with Chris
865 Koepke.

866 Q. Okay.

867 A. Yeah.

868 Q. And what was his basis for recommending her?

869 A. That she had media contacts, that she had, you
870 know, been a booker for, you know, several networks. And
871 that this is somebody that we should look at for media
872 relations support.

873 Q. Were you instructed to hire her, or was it just
874 suggested that you interview her? How did that work?

875 A. Yeah. No, he never said like, "You must hire
876 her." He said there's a need for additional media support.
877 This is a woman who has that skill set. You know, take a
878 look, have your team interview her and talk with her, you
879 know? And typically, how the process works, you know, at PN,
880 like when we have a request like that, like we'll look in-
881 house to see like if we have somebody that can kind of fill

882 that need. And at the time, we didn't, just given the
883 capacity of our media experts.

884 And so -- and also, too, like we didn't have
885 anyone in the D.C. office. So we took a look at Pam and,
886 you know, talked with her and looked at her resume and all
887 that, and vetted her.

888 Q. Did you speak with anyone other than Chris about
889 the possibility of hiring her?

890 A. No. Not that I can recall.

891 Q. Was there any other reasons that Chris gave about
892 why you should -- why you should have hired her, why she was
893 recommended?

894 A. I don't think so. I mean, I can't recall the
895 exact conversation, but that was generally like what we were
896 -- what he had said.

897 Q. And was anyone else -- just to confirm, was
898 anyone else other than Chris at CMS involved in recommending
899 her, as far as you know?

900 A. Maybe Laura. But again, I mainly spoke with
901 Chris.

902 Q. Do you remember any discussions you had with
903 other employees of Porter Novelli about hiring her?

904 A. About Pam?

905 Q. Yeah.

906 A. Yeah. So, you know, we -- we reached out to her

907 and, you know, had a conversation, and she sent us over her
908 resume and some work samples. And again, because the ask at
909 the time that we received it was more just general support,
910 like it wasn't like "Here is the content experts that you
911 need to have" or something like that. So if we're just
912 looking for generally somebody that has good media contacts,
913 she was a person that had that.

914 And so, yeah, there were several of us that
915 reviewed her resume and, you know, went through that vetting
916 process. There's, you know, a variety of people that would
917 take a look at that.

918 Q. "Several of us," who else would have done that?

919 A. So I believe like my boss [REDACTED] on my
920 team at the time, and then there was a couple other employees
921 that aren't at Porter anymore that were probably on the team
922 that took a look.

923 Q. Do you remember their names?

924 A. I don't know -- I don't remember exactly who
925 would have looked at it at the time, but there was probably
926 three or four of us that took a look.

927 Q. People in your department or people in the
928 contracting office or both?

929 A. Oh, yeah. Laura Wotycha would have also been
930 involved. She's our contracts manager. And then other
931 people that were on our team at the time.

932 Q. And who -- who is [REDACTED] exactly?

933 A. So [REDACTED] is an account manager at our firm.
934 And he has background in comms. He is -- he actually had
935 worked at HHS previously as well. So --

936 Q. Okay. Let's look at one other document for right
937 now. So this will be Exhibit 3.

938 (Exhibit No. 3 was marked for identification.)

939 BY MS. GASPAR:

940 Q. This is Bates number CR 2901. It appears to be a
941 July 31, 2018, email from you to Christopher. Do you recall
942 this?

943 A. I do.

944 Q. So can you just tell me what's going on in this
945 email?

946 A. Sure. So, again, after I spoke with Chris -- oh,
947 one of the other things, too, to just kind of clarify, is it
948 sounded like it was -- there was a need to onboard a media
949 relations specialist rather quickly. And so, again, this was
950 Chris kind of following up with me, being kind of where we
951 are on that. And I was on the phone with her when that
952 happened, and she is a talker.

953 Q. What was the need? What was the urgency?

954 A. I don't know what the urgency was around it, but
955 my understanding from, obviously, him following up was that
956 they wanted to get somebody on rather quickly.

957 Q. Okay. So Chris didn't mention the reason?

958 A. No. Yeah.

959 Q. But you had the impression that there was a rush
960 to do that?

961 A. Yeah, yeah.

962 Q. Okay. Do you have any recollection of why he
963 seems to be amused -- or you both seem to be amused in this
964 email exchange? What's the joke that's going on?

965 A. Yeah. So I don't know why he's saying LOL. And
966 part of -- and Chris and I have a pretty good relationship.
967 I mean, he is a really like joking guy. So this is not
968 unusual for some of our correspondence. Anyway, I think
969 maybe just like timing of like he's emailing me while I'm
970 talking with her is kind of how I would take it.

971 Q. Did you have a sense from your conversations with
972 him that he was getting pressured from the Office of the
973 Administrator to move forward with this?

974 A. He didn't say that specifically. So I don't want
975 to speak on his behalf.

976 Q. Is that your understanding of what was going on
977 here?

978 A. I mean, I don't know if I had an -- like I don't
979 know if that's the impression that I had at the time.

980 Q. And who is Erin Pressley in the lowest email on
981 this chain?

982 A. So I didn't interact with Erin a lot. My
983 understanding, she is in with the Office of Communications.
984 I'm not sure of her exact role or title, but she is, I
985 believe, within the Office of Comms.

986 Q. Okay. Let's go to -- so this will be Exhibit 4,
987 Bates number CR 1905.

988 (Exhibit No. 4 was marked for identification.)

989 (Pause.)

990 BY MS. GASPAR:

991 Q. Do you recognize this?

992 A. I do.

993 Q. Okay. Can you tell me what's going on in this
994 email chain?

995 A. Sure, yeah. So Pam and I had just had a
996 conversation, and this was following up with her on her rate.
997 And we were going to get together to meet in person because
998 we had not done that, just talked via phone and email up to
999 that point. So that's the basis.

1000 Q. I want to ask you about -- there's in the second
1001 email down, she notes that her rate is \$300 an hour, and she
1002 says 5 hours a week to start sounds just great. Where did
1003 the 5-hour a week estimate come from?

1004 A. So, tentatively, we're in like the proposal-type
1005 stage, like we don't know. It's sort of like our best guess
1006 of like what we -- like how much work it would be. And so

1007 we'll put in like estimated 5 hours. In some cases, that
1008 will be below, and sometimes that will be a lot higher, just
1009 depending on how the client directs us and like the need that
1010 they had.

1011 So that was just a generally like, oh, probably
1012 be around 5 hours. So --

1013 Q. Did that change, or did she stick to that?

1014 A. No. It went up when the work was started. It
1015 was -- it was typically around 5 hours in the beginning, but
1016 it was probably more than that when it was all said and done,
1017 and we were in sort of the thick of the media outreach, yeah.

1018 Q. And what's the issue with the rate here? You ask
1019 her if she'd go down to \$250.

1020 A. Yeah. So, I mean, with any of our independent
1021 contractors, you know, we try to negotiate the rate down.
1022 This was kind of my way of saying like we're not paying you
1023 \$300, but you know, are you flexible here on the rate, to try
1024 to, you know, get the best rate for the Government.

1025 And then my Government contract specialist would
1026 be able to speak more on our rates and how they align with
1027 kind of what our GSA rates are. But when we bring
1028 independent contractors on, you know, we map their skill
1029 sets. Generally speaking, we map like their skill set and
1030 experience to kind of what our labor categories are. And so
1031 that's kind of part of the conversation here.

1032 Q. And if you know, do you know if Porter Novelli
1033 pays a contractor a certain amount and then bills out at a
1034 different amount? Is there sort of a differential that
1035 Porter Novelli takes a cut at, if you know?

1036 A. Yeah. I believe so, but I don't know the
1037 specifics around it.

1038 Q. Okay. Do you remember when Pam Stevens stopped
1039 working on this project?

1040 A. March of this year.

1041 Q. When the project was put on hold?

1042 A. Correct.

1043 Q. And has she performed any work for Porter Novelli
1044 since?

1045 A. No.

1046 Q. Have you spoken to her since then?

1047 A. I have not.

1048 Q. Okay. All right. Let's move to another
1049 independent contractor whose name was on the list that we
1050 looked at before.

1051 A. Okay.

1052 Q. Marcus Barlow.

1053 A. Okay.

1054 Q. Did you know Marcus Barlow before he was engaged
1055 to work on this project?

1056 A. So Marcus had been a part of a previous

1057 subcontractor, Nahigian Strategies. And so I knew him
1058 through our work with Nahigian, but I didn't know him prior
1059 to that.

1060 Q. What had Porter Novelli -- or what work had you
1061 done with Nahigian before this project?

1062 A. So we worked with them on some like localized
1063 outreach. The Administrator was part of like a
1064 communications listening tour, and we engaged Nahigian in
1065 that, in that work.

1066 Q. When was that?

1067 A. Earlier in the year.

1068 Q. Do you remember how long that project went on
1069 for?

1070 A. I don't know exact dates, but I mean, it was, you
1071 know, 6 months at least.

1072 Q. Was it smaller in scope than this project?

1073 A. I don't have the numbers in front of me, but -- I
1074 don't know, yeah.

1075 Q. Well, let's -- I want to actually learn a little
1076 bit more about it. Can you tell me more about what the
1077 listening tour was and what work you were doing on that
1078 project?

1079 A. Sure, yeah. So the Administrator, from my
1080 understanding, is -- wanted to, you know, go back into like
1081 local markets and meet with, you know, hospital systems or,

1082 you know, senior centers, you know, a variety of different
1083 activities. We coordinated really closely with the regional
1084 offices. So CMS has 10 regional offices throughout the
1085 country, and that was in coordination with the regional
1086 offices.

1087 And Nahigian supplied a lot of the kind of
1088 logistics and advance support around -- around that project.

1089 Q. Who else worked on that project?

1090 A. From the Porter side or --

1091 Q. Well, let's go through the list.

1092 A. Okay.

1093 Q. So who did you work with at CMS on that project?

1094 A. Gosh, there's a whole -- whole laundry list of
1095 folks. So I would say it was a collaboration between Office
1096 of Communications, Office of the Administrator, and the
1097 regional offices. So, I mean, there is probably 20 people at
1098 CMS when it was all said and done.

1099 And that project was pretty collaborative. So a
1100 lot of the stuff, I mean, it was daily or every other day
1101 calls as we were kind of planning out and coordinating
1102 everything. So a lot of that work was -- it was very, very
1103 collaborative, I'll say that.

1104 Q. And so were you the primary Porter Novelli person
1105 on that project?

1106 A. I mean, I wouldn't say I was the primary person,

1107 but I certainly was involved, yeah.

1108 Q. Who would you say was primary, or who else was
1109 involved?

1110 A. Yeah. So we had a whole list of folks on our end
1111 that supplied -- so, again, we sort of divided -- Nahigian
1112 was a subcontractor under that. We sort of divided and
1113 conquered the work. They took a lot of the advance and
1114 logistics support, and we -- you know, that's not our area of
1115 expertise. So, you know, Porter Novelli, like we're not an
1116 advance, logistics firm. So that's where we would bring in
1117 subcontractors for that.

1118 Q. Did anyone other than Nahigian work on that, any
1119 other subcontractors?

1120 A. Not that I can recall. There may have been, but
1121 like Pam wasn't involved in that, for example.

1122 Q. Was it your understanding that the request for
1123 that work came from the Office of the Administrator?

1124 A. The request came from Office of Communications.
1125 I wasn't aware at the time or even like, again, looking at
1126 everything now, but I -- you know, I didn't know at the time.
1127 It just came from the Office of Comms.

1128 Q. Is it fair to say that the work was primarily on
1129 behalf of the Administrator's office, though, from --

1130 A. Yeah. I think that's what I would say. I mean,
1131 the work was for the Office of the Administrator.

1132 Q. Before -- other than that project and the project
1133 that we've been speaking about, have you or anyone else at
1134 Porter Novelli as far as you know worked on projects that
1135 were directed by the Office of the Administrator or primarily
1136 on behalf of the Office of the Administrator at CMS?

1137 A. I mean, all of those projects would fall under
1138 those, those two. I mean, there was probably like small
1139 things that came out of that, but they all would fall under
1140 those contracts.

1141 Q. Sorry. What do you mean, "all of those
1142 projects?"

1143 A. So I guess it's like how you define "project,"
1144 right?

1145 Q. Okay.

1146 A. Like there would be small asks that they would
1147 have of us. So like we would help with like social media,
1148 for example. But I would still consider that part of like
1149 the overall listening tour. Does that make sense?

1150 Q. Sure. So in other words, there were specific
1151 requests that came up during the listening tour?

1152 A. Sure, yes. Yeah.

1153 Q. Okay. I guess what I'm trying to get at is
1154 whether there were something that would be like an entirely
1155 different scope, like other than the listening tour?

1156 A. No. I mean, everything kind of fell under that.

1157 Like, any like requests would fall sort of under that.

1158 Ms. Marple. Maybe you could rephrase the
1159 question? I think she's answering a different question than
1160 you had.

1161 Ms. Gaspar. Okay. So --

1162 Ms. Kojcsich. Sorry.

1163 (Laughter.)

1164 Ms. Gaspar. -- I'm just trying to get at whether
1165 there were -- you know, have been entirely separate
1166 workstreams for CMS that came from the Office of the
1167 Administrator? Like working on the Administrator's behalf?

1168 Ms. Kojcsich. No, I would say that everything
1169 kind of fell into those that we talked about.

1170 Ms. Marple. Were there other projects that you
1171 worked on the Administrator's office behalf other than the
1172 listening tour and the strategic communications tour?

1173 Ms. Kojcsich. Yeah, I mean, it all was --

1174 Ms. Marple. Previously or at any time?

1175 Ms. Kojcsich. Yeah. No, I mean, it was all
1176 under the strategic communications.

1177 Ms. Marple. No.

1178 Ms. Kojcsich. I'm not following.

1179 Ms. Marple. Yeah. You want to try again?

1180 Ms. Kojcsich. I'm sorry.

1181 BY MS. GASPAR:

1182 Q. Okay. So I get that there was this one umbrella
1183 project that was the listening tour, and then we have this
1184 sort of strategic communications project that we've been
1185 talking about that started around August 2018.

1186 A. Yep.

1187 Q. Maybe in your day-to-day work you don't think of
1188 those as sort of separate bubbles --

1189 A. Yeah, yeah.

1190 Q. -- but I'm hearing that those are sort of
1191 separate bubbles. So what I'm trying to figure out is since
1192 Ms. Verma became the CMS Administrator, did the Office of the
1193 Administrator, whether they reached out to you directly or
1194 not, did they engage Porter Novelli to do any work, have any
1195 workstreams that were really focused on the Office of the
1196 Administrator, media appearances for the Administrator and so
1197 forth? Not like general open enrollment, but bookings for
1198 the Administrator herself and that kind of thing?

1199 A. Well, we did media relations work, you know, with
1200 Pam under the strategic comms contract.

1201 Q. Okay.

1202 A. But we didn't do -- we -- I'm sorry if I'm not --
1203 I'm sorry if I'm not following. But it wasn't -- we didn't
1204 have stuff like for that, I guess, other than like the work
1205 that would fall under kind of overall comms listening tour.
1206 Sorry if I'm not answering it.

1207 Ms. Gaspar. Okay. You know, I think -- do you
1208 have the time?

1209 Court Reporter. We're at 1 hour and 4 minutes.

1210 Ms. Gaspar. Okay. Let's go off the record.

1211 (Off the record at 11:44 a.m.)

1212 (On the record at 12:02 p.m.)

1213 BY MS. VANCE:

1214 Q. So, yeah, just wanted to elaborate more from the
1215 first hour about how you started at Porter Novelli.

1216 A. Sure.

1217 Q. You've mentioned between 2009, 2010 you were an
1218 intern?

1219 A. So I was actually an intern in 2006.

1220 Q. Okay.

1221 A. Yeah. So that's just -- 2009, 2010 is when I
1222 started, you know, working a little bit on the CMS work,
1223 yeah.

1224 Q. And when you started at Porter Novelli, I assume
1225 Porter Novelli was being used by other Government entities
1226 for its reputation --

1227 A. Yep.

1228 Q. -- as a PR, communications firm?

1229 A. Yeah. So, actually, our very first client back
1230 in 1970 -- before my time -- was NHLBI. So Porter Novelli,
1231 you know, we -- a lot of the work that we do, our roots were

1232 sort of in this concept of social marketing. So a lot of the
1233 work that we do is educational campaigns and comms around
1234 kind of promoting different initiatives. Some of that's
1235 Government, and as I said earlier, some of that's, you know,
1236 nonprofit. A lot of my work that I do is -- like I've worked
1237 on anything from like I don't know if you guys remember the
1238 old "ice bucket challenge." So I like worked with that.

1239 And you know, kind of global NGOs, things like
1240 that. So kind of throughout my time, I've kind of touched a
1241 variety of different clients as well as topics. Yeah.

1242 Q. And then with the Government contracts, though,
1243 what type of -- could you elaborate more on --

1244 A. The types of Government contracts Porter has?
1245 Oh, I'm sorry.

1246 Q. Yeah, what are the initiatives that Porter
1247 Novelli, your team helped promote?

1248 A. Sure. So, for CMS, I think we talked about those
1249 already. We also work -- I don't work on this as much, but
1250 our firm overall works on like financial services. So I'll
1251 throw out like the alphabet soup, but like FDIC. We did some
1252 work with IRS. Again, as I mentioned, HHS in a variety of
1253 capacities. CDC, we have a lot of -- we work with them
1254 closely out of our Atlanta office.

1255 I'm sure there's -- oh, and then, as I had
1256 mentioned, NHLBI, working with them recently on COPD

1257 awareness initiative.

1258 Q. So the regularity of --

1259 A. Yeah, I mean, Porter has worked on Government
1260 contracts for as long as I've been on the firm, which is, as
1261 I said, 13, 14 years. And it was, you know, founded in the
1262 '70s, and that was one of our first clients. So we have been
1263 working in this space for quite a while.

1264 Q. When it comes to CMS specifically, could you
1265 elaborate on the capacity at CMS for doing the type of work
1266 that Porter Novelli was brought on to do? So when this
1267 contract was first pitched, the one question, how many
1268 speechwriters did CMS have? How many officials were able to
1269 try to tackle what was asked of from a PR perspective?

1270 A. Yeah. So I don't know exactly how they were
1271 staffed internally. There was a lot of CMS people, and you
1272 know, as, you know, a contractor -- and that's what we would
1273 kind of define ourselves as -- you know, it's not always
1274 clear who everybody is all of the time because, you know, CMS
1275 employs however many employees. So all I know is that, you
1276 know, they came to us and said we have a shortage of
1277 speechwriters, for example, and you know, could you help us
1278 identify some, you know, people through your team that could
1279 kind of fill that gap in the meantime?

1280 Q. Did that ever change over the course of the
1281 contract? Did you know of any hires specific to

1282 speechwriting or something that Porter Novelli could do?

1283 A. So I didn't -- so I didn't know any hires that
1284 they made in speechwriting, for example, but there were new -
1285 - there were new people that they brought onboard throughout
1286 the time that we worked with them in different capacities.
1287 So --

1288 Q. How would that have impacted your work? Or was
1289 what Porter Novelli was doing, your team, that different than
1290 the new hires?

1291 A. No, as I said earlier, a lot of the work we did
1292 under this contract was very collaborative. So it was, you
1293 know, lots of meetings with our team and CMS folks. And a
1294 lot of kind of the decisions that were made out of that, you
1295 know, we kind of sit in a room similar to this and kind of
1296 talk about bolder initiatives and then, you know, this person
1297 can take this on, this person can take that on.

1298 And so it did -- it did seem that as they were
1299 getting more hires that there wasn't stuff that they were
1300 tapping into us as much. But again, I mean, we really just
1301 did what was asked of us and what they needed us to do based
1302 on, you know, the different goals and initiatives and the
1303 work that they needed done.

1304 Q. The workload, what was the influx or how did the
1305 workflow change throughout, starting mid September through
1306 April when it was paused?

1307 A. In terms of like our level of effort or --

1308 Q. Need, necessity?

1309 A. Yeah. Again, I mean, it's hard to say without
1310 like being in -- like inside of CMS and knowing like here are
1311 all of our resources, and here is what we have and what we
1312 don't have. I mean, from my interaction, it was if they came
1313 to us with a particular need or asked us to do something,
1314 like, you know, part of our job is to help identify resources
1315 to get that done based on what the client is asking for.

1316 So it's hard for me to say like, you know, I'm
1317 aware of what their internal capacity was like at any given
1318 time, just because I didn't always know whose roles and
1319 responsibilities everybody -- like what everyone's roles and
1320 responsibilities was within the agency, meaning CMS.

1321 Q. I'm going to pivot a little bit --

1322 A. Sure.

1323 Q. -- to what your team proposed over the course of
1324 the contract --

1325 A. Okay.

1326 Q. -- to help initiatives at CMS. Those that were
1327 proposed that we saw in a lot of the communications that were
1328 produced to the committee, I'm curious which ones were
1329 actually acted on or followed through on? There's a long
1330 list of --

1331 A. Sure.

1332 Q. -- like Ford's Theater, Annual Gala, Alfalfa
1333 Dinner, Kennedy Center Honors, the like. Does that ring a
1334 bell, proposing those sorts of events for the Administrator?

1335 A. Yes, that was through Pam.

1336 Q. Did those occur, or what were the more prominent
1337 events that Pam or your team proposed for the Administrator
1338 that stood out to you that were most effective, efficient?

1339 A. Yeah. So part of the ask and part of some of our
1340 job and my understanding is when they brought Pam on was, you
1341 know -- again, as I said earlier, like she was tapped for her
1342 media relations expertise, and she has a lot of connections.
1343 She's worked in this town a long time.

1344 And so I think that a lot of the stuff that we
1345 were doing was brainstorming. So, you know, one of the
1346 things that they said was like, again, like their Media
1347 Relations Group, which sits within HHS, a lot of the media
1348 that they focus on is, as I had mentioned before, like more
1349 like trades and like media outlets that cover CMS on a weekly
1350 basis. And one of their asks was how can we get side of the
1351 regular media that we're talking to on a daily basis but
1352 still reaching, you know, our audiences?

1353 And -- and one of the challenges that they posed
1354 to us and the team -- when I say "team," like Porter and
1355 larger team -- was, you know, what contacts do you guys have?
1356 Like what have you worked for -- like what kind of things

1357 have you done in the past? And some of those initiatives
1358 that were proposed, again, was a larger like brainstorming
1359 session. Like she never went to any of those things.

1360 And I will say any initiative -- media or event
1361 or anything like that -- that was proposed, everything had to
1362 run through I don't know if it's CMS or HHS ethics. But that
1363 was something that they always made pretty clear in the
1364 meetings is like, okay, like thanks for your ideas. We can't
1365 move forward with any of this stuff without clearing it
1366 through I don't know what processes were put in place. I'm
1367 not as familiar with that. But that was what always was
1368 communicated to us before anything was signed off on or moved
1369 forward.

1370 And a lot of those, you know, never saw the light
1371 of day. Well, now they do. But, yeah.

1372 Q. Could you then talk about that process? I know
1373 you said you don't know maybe the details of that for the
1374 ethics counsel to approve -- or counsel to approve.

1375 A. Yeah, I don't know what that process was other
1376 than, you know, team members would propose ideas. I believe
1377 it would go to just the general kind of CMS staffers, and
1378 then I'm not sure whose job it was to run it through the
1379 actual approval or even what approval was, like who signs off
1380 on what.

1381 But I do know that in those meetings, that was

1382 mentioned as, you know, we got to run it through this guy.

1383 We got to run it through ethics. We need to run it through,

1384 you know, whatever those various approval processes were.

1385 Q. Did those brainstorming sessions, did those
1386 change in structure as more CMS folks got brought on? I know
1387 the comms team definitely got built up --

1388 A. Yeah.

1389 Q. -- last Thanksgiving through the start of the
1390 year. Did it become more finalized or formal with how to
1391 propose --

1392 A. Yeah. So I would say that it did become --
1393 became more formal, I guess, in a sense that there was a
1394 couple new people that were brought on. And you know, we
1395 would have kind of formal meetings and get-togethers, where
1396 maybe before it was more, you know, brainstorming
1397 individually and then submitting stuff through, as opposed to
1398 like collaborative kind of in the room. Does that make
1399 sense?

1400 Q. And in those brainstorming sessions, the few that
1401 I mentioned, I know that an AARP and a Politico article were
1402 written specifically about the Administrator. Other than
1403 that, could you talk about the more broad policy aspect of
1404 what you guys were tasked as the firm to promote rather than
1405 the individuals?

1406 A. Yeah. So it was never my directive by anyone at

1407 CMS that we were promoting the Administrator for promoting
1408 the Administrator. It was always communicated to me that we
1409 were promoting the initiatives of CMS, and the Administrator
1410 was being used as a spokesperson for those initiatives.

1411 And so, yeah, so the AARP article, for example,
1412 you know, that was, you know, a highlight -- she had talked
1413 about some of her CMS initiatives in that. Similarly, with
1414 the Politico, I believe there was probably an article. I
1415 think there was also a podcast.

1416 And I will say, too, again, I'm not involved in
1417 like the pitching. That's not my really -- that's not really
1418 my role anymore. I've done it in the past. Certainly, I'm
1419 familiar with media relations.

1420 Ms. Marple. What do you mean by "pitching?"

1421 Ms. Kojcsich. Oh, sorry. Pitching media. So
1422 outreaching to media to get them interested in, you know,
1423 articles on what the initiatives might be, and I think like
1424 so part of, you know, pulling together, you know, what we
1425 would send out to media, you know, obviously, like, you know,
1426 sometimes they would be interested like in her personal story
1427 or like about her. So I know the team -- this wasn't
1428 necessarily as much like our job, but the overall like CMS
1429 team would prep her for "Here are other questions that you
1430 could get," because anybody that's worked with the media
1431 before knows that, you know, you can say here is what we want

1432 the interview to be about, but they're going to ask you
1433 whatever they want to ask you about.

1434 And you know, oftentimes, they would ask her
1435 about like she has like a personal story about her husband
1436 collapsing and challenges around that. So she would talk
1437 about that story sometimes in interviews. And now I've
1438 forgotten the question, so let me know if you need additional
1439 elaboration on any of that stuff.

1440 BY MS. VANCE:

1441 Q. What you said actually made me think of the
1442 content of what you're pitching, to use your word. Is it
1443 fair to say that the content that's coming out of CMS is very
1444 weedsy?

1445 A. Is very what?

1446 Q. "Weedsy." Complicated. Not something that can
1447 be easily put into a short article to grab the reader's
1448 attention. Could you talk about the challenges as a PR
1449 person being hired -- or Porter Novelli being hired to work
1450 with that type of content?

1451 A. Sure, yes. I would say anybody that is working
1452 in the healthcare space in general, a lot of that content is
1453 not super digestible. So it wasn't particularly like my
1454 specific job. But you know, parts of our team members would
1455 -- you know, we would sit in briefings on whatever
1456 initiatives might be, and part of that job was, yeah, to make

1457 kind of complicated issues easier to understand for general
1458 public or whoever that target audience might be.

1459 So, yeah, it was -- it definitely was weedsy. Is
1460 that the word?

1461 Q. Is it fair, too, to say I suppose those who most
1462 needed to digest messages from CMS when it comes to patient
1463 awareness, beneficiaries, that that is key to getting what
1464 CMS needs to do done?

1465 A. Yes, I would say that's fair.

1466 Ms. Vance. I don't think I have any other
1467 questions. We can go off the record.

1468 (Off the record at 12:20 p.m.)

1469 (On the record at 12:22 p.m.)

1470 Ms. Gaspar. Let's go back on the record.

1471 BY MS. GASPAR:

1472 Q. When we were last speaking, we were talking about
1473 some of the subcontractors that were hired -- I think you
1474 said you call them independent contractors -- to work with
1475 you on the project that started in August 2018.

1476 A. Okay.

1477 Q. So going back to Pam Stevens, I want to just go
1478 back to a comment you made. I think you said that there was
1479 some sort of rush to her hiring that you needed a media
1480 relations person to be -- or that CMS needed a media
1481 relations person quickly. Is that right?

1482 A. Yes. I mean, they never said that, like they're
1483 a rush. They just -- that's kind of I felt like I sort of
1484 sensed that I think like, again, there may have been an email
1485 that said, you know, when do we have the media? I can't
1486 totally recall, but I got a sense that they wanted to hire
1487 her relatively quickly.

1488 Q. They wanted to hire her? Did --

1489 A. Or -- I'm sorry. A media relations person, Pam
1490 being one of the people that they had recommended.

1491 Q. Who else did they recommend?

1492 A. Pam was the only one.

1493 Q. Okay. Did you consider anyone else for the role?

1494 A. So as I had said before, we did look internally.
1495 But she was the only outside independent contractor we looked
1496 at.

1497 Q. Okay. Did you ever talk to anyone at CMS about
1498 the possibility of using someone internally?

1499 A. It may have come up in conversation that we were
1500 going to -- because typically, our process is that we would
1501 look internally. So I'm sure we probably said that in -- you
1502 know, in the initial conversation. But I don't know for
1503 certain.

1504 Q. Do you remember how the process of looking
1505 internally worked? Like specifically, who did you consider
1506 internally?

1507 A. So, typically, we have like a -- like -- I'm
1508 trying to not get like super in the weeds on like our
1509 internal process of how we find people. But you know, we
1510 have -- you know, we have a couple media relations
1511 specialists that are at our company. But typically, you
1512 know, they're usually all pretty tapped, and I think at the
1513 time, there wasn't anyone that had capacity to take on the
1514 level of work that we needed and in that time period.

1515 Q. So I want to make sure we're being really clear
1516 on this. Are you speculating, or do you have a specific
1517 memory of checking internally and not being able to find
1518 anyone?

1519 A. From what I remember, yeah. I mean, I don't
1520 remember like this specific person is not available. But I
1521 do remember I think this wasn't something I personally did,
1522 but typically, we'll, you know, check internally to make sure
1523 that there is not available. And at the time, I believe that
1524 is -- that's what I recall.

1525 Q. Who would have done that checking internally?

1526 A. I mean, there's a lot of different people that do
1527 it. So it would have been -- it could have been anyone on
1528 our team. It could have been, you know, our -- so I don't
1529 remember who checked.

1530 Q. But you would have been involved in the
1531 communication at some point?

1532 A. Yeah, yeah.

1533 Q. Do you have a specific memory of talking to
1534 anyone internally about who, other than Pam Stevens, could
1535 have filled that role?

1536 A. I don't have a specific recollection, no.

1537 Q. So is it possible that nobody else was
1538 considered?

1539 A. I mean, there wasn't a specific name that was
1540 thrown out.

1541 Q. I guess I'm just trying to figure out because we
1542 saw the email earlier where it looked like the
1543 Administrator's office was recommending her, and then there
1544 was a second email where they checked up on it. Is that --
1545 is that right?

1546 A. Mm-hmm.

1547 Court Reporter. Is that a yes?

1548 Ms. Kojcsich. Oh, I'm sorry. Yes.

1549 BY MS. GASPAR:

1550 Q. So I just want to have a sense of whether given
1551 that specific direction that appeared to be coming from the
1552 Office of the Administrator, anyone other than Pam Stevens
1553 was actually considered for that role?

1554 A. I would say, from an outside perspective, no.
1555 Again, I can't recall exactly like who checked into it, but
1556 there was no one available within our organization that had

1557 the time to do it, from what I remember.

1558 So, and I think -- yeah.

1559 Q. Okay. And if I wanted to learn more about who
1560 would have checked into other possibilities at the time, who
1561 at Porter Novelli would I talk to?

1562 A. I mean, most of the people that would have looked
1563 into it like aren't on my team.

1564 Q. That's okay.

1565 A. Yeah. But they're not on the team anymore.

1566 Q. So who -- who would they be, though?

1567 A. I mean, like maybe at the time who was managing
1568 it, maybe [REDACTED]?

1569 Q. [REDACTED]?

1570 A. [REDACTED].

1571 Q. Is that [REDACTED]?

1572 A. Uh-huh.

1573 Q. What was her role?

1574 A. So she would sometimes help with resourcing.

1575 Again, we don't have like a -- there's not a clear person
1576 that handles that. So, but she probably would have been one
1577 of the people we had tapped into.

1578 Q. And you would have spoken to her about this?

1579 A. Or one of my team members, yeah.

1580 Q. Who else on your team may have spoken to people
1581 about possibilities?

1582 A. Maybe [REDACTED].

1583 Q. Your supervisor?

1584 A. Yeah.

1585 Q. But you don't know whether or not [REDACTED] did?

1586 A. I don't know for certain, no.

1587 Q. Would anyone else on your team have been

1588 involved?

1589 A. Maybe Laura Wotycha.

1590 Q. The contracting manager?

1591 A. Yes.

1592 Q. Okay. But again, you're not sure if this

1593 happened or not?

1594 A. Yeah. I mean, so what I -- from what I remember

1595 is, I mean, typically, that is a process that we would go

1596 through, and I remember there being conversations around that

1597 of, hey, is there anybody that we have here in the D.C.

1598 office? And it wasn't -- it's not like -- it wasn't like a

1599 formal process. It was more a discussion of who would make

1600 sense for this, and is there anybody available? And you

1601 know, I don't remember the determination of how we got to

1602 know, but I remember that there were conversations around

1603 that happening.

1604 Q. Okay. And you never spoke to or interviewed

1605 anyone other than Pam Stevens?

1606 A. Correct. Correct.

1607 Q. Okay. Let's go back to Marcus Barlow. So I
1608 think the last thing you told me is that he had been involved
1609 in some way as an employee of Nahigian Strategies. Is that
1610 right?

1611 A. Correct, yeah.

1612 Q. Okay. So how did he come to be recommended to
1613 work on this project?

1614 A. So no one recommended Marcus to work on the
1615 August '18 project. As I said before, he was part of
1616 Nahigian Strategies, and he left Nahigian. And so we had --
1617 we had worked with him through Nahigian, as I had, you know,
1618 said before, on other work that fell under the listening
1619 tour. And then, when this contract came up, he already had
1620 the experience. He had worked with, you know, the folks over
1621 at CMS, and so when, you know, there was sort of a similar
1622 scope, we included him in the proposal.

1623 Q. What role -- at the time that you were putting
1624 together the proposal, what role did you expect him to fill?

1625 A. Marcus?

1626 Q. Mm-hmm. Yes.

1627 A. So a lot of the stuff that Marcus did was he was
1628 a speechwriter. So he wrote many of her speeches. He worked
1629 on overall kind of messaging and messaging, you know,
1630 documents. He was involved in just kind of other general
1631 overall communications support. He wasn't really a media

1632 relations expert. So we didn't really tap him in for that,
1633 but just kind of general communications as it pertained to
1634 kind of those categories.

1635 Q. Had it been your understanding that Mr. Barlow
1636 had previously worked for the Administrator?

1637 A. He worked with her? Like, what do you mean?

1638 Q. In her previous role. Did you know whether or
1639 not he had worked for her before?

1640 A. Her previous role before being the Administrator?

1641 Q. Exactly.

1642 A. Oh, okay. I wasn't aware of that at the time,
1643 no.

1644 Q. You came to be aware of that later?

1645 A. Yes.

1646 Q. So do you -- let's see. Do you remember anybody
1647 at CMS recommending him to work on this specific project?

1648 A. Not to me directly, no.

1649 Q. Do you remember how the discussions of him
1650 working on this project came about?

1651 A. There weren't really discussions that I had
1652 regarding it. Again, we had known Marcus through Nahigian,
1653 and then when this additional work came, it just made sense
1654 to include him, just because he had that work experience from
1655 the other work that we had done with CMS.

1656 Q. And he was no longer at Nahigian at the time?

1657 A. Correct.

1658 Q. Do you know why he left Nahigian?

1659 A. I don't.

1660 Q. Did you speak with anybody about his hiring?

1661 A. I don't believe so. Not that I can recall.

1662 Q. Anybody at CMS that you remember?

1663 A. No, not that I recall.

1664 Q. Anyone else at Porter Novelli?

1665 A. I mean, we would have talked -- as we were
1666 pulling the proposal, we would have talked with the Porter
1667 Novelli team about including him.

1668 Q. Do you know what Integritas Strategies is?

1669 A. That's Marcus' firm. I don't know if it was
1670 called a firm, but his company.

1671 Q. Okay. Is he the only employee? Did he have any
1672 employees that also worked on this?

1673 A. He was the only one that worked on it for us. I
1674 don't know if he has other employees.

1675 Q. Okay. And when did Mr. Barlow stop working on
1676 the work that we've been discussing?

1677 A. The same time period, in March.

1678 Q. Okay. And has he done any work for Porter
1679 Novelli since?

1680 A. He has not.

1681 Q. Have you been in touch with him since?

1682 A. Not -- like just in conversations of, you know,
1683 letters, which I just referred to our letters. But I haven't
1684 talked to him about work.

1685 Q. Have you spoken to him since?

1686 A. I have spoken with him, yeah.

1687 Q. About what?

1688 A. So, for example, like he received a letter -- I
1689 don't remember, but maybe it was the congressional letter.
1690 And so he called me, and then I just referred him to our
1691 lawyers.

1692 Q. What did he -- what did he want to know from you?

1693 A. He just was alerting me that he got it.

1694 Q. Okay. Anything else?

1695 A. No.

1696 Q. I just want to pull up quickly CR 3143. This
1697 will be Exhibit 5.

1698 (Exhibit No. 5 was marked for identification.)

1699 BY MS. GASPAR:

1700 Q. Do you remember this?

1701 A. I don't remember it. But looking at it, I'm
1702 familiar with it.

1703 Q. Do you know why he would have sent this to you?

1704 A. Looking at the timing, it was probably around
1705 when we were pulling together the proposal.

1706 Q. So is this what he was proposing that he do, or

1707 is this referring to something he had done?

1708 A. Yeah, this would be what his strengths -- this is
1709 what -- kind of what he would be doing on this proposal.

1710 Q. Do you remember if anyone at CMS recommended that
1711 you hire Mr. Barlow for this project?

1712 A. No one spoke to me about hiring him directly that
1713 I can recall.

1714 Q. What did Mr. Barlow tell you about his
1715 relationship with the Administrator at the time you were
1716 considering him for this role or any other time?

1717 A. I mean, he -- again, as I had said, we got to
1718 know Marcus through Nahigian Strategies, and he worked
1719 closely, you know, with the Office of the Administrator under
1720 that work. He didn't really say anything like specifically
1721 to me about his relationship.

1722 Q. Was it your impression that he was in direct
1723 communication with the Administrator herself?

1724 A. In what sense?

1725 Q. Like spoke to her directly about what he was
1726 doing or anything else?

1727 A. I mean, he never said that to me, but I'm sure --
1728 I mean, I know that they had -- I mean, he would work in
1729 meetings and stuff, and she would be in them. And so I would
1730 assume that he had communication with her.

1731 Q. He never talked to you about it?

1732 A. I mean, we would touch -- I mean, like we would
1733 have touch bases on kind of the work that he was doing, and
1734 so in that sense, yeah, he would talk to her.

1735 Q. And would he communicate to you what she wanted,
1736 things like that?

1737 A. Not really. I mean, we didn't really get our
1738 direction that way. The majority of the direction that we
1739 got was mainly through Office of Communications. Like I
1740 never took my direction directly from her.

1741 Q. From her, through him or anyone else?

1742 A. Yeah.

1743 Q. How often would you say you spoke with him during
1744 the -- during this project or the previous listening tour?

1745 A. I mean, we would have -- as a group, you know, we
1746 would have touch bases, I don't know, weekly, biweekly.
1747 There would be a lot of calls. So we talked a decent amount.
1748 I can't -- I don't know exactly like how many times, but I
1749 mean, we were in contact.

1750 Q. So is it possible that somebody at CMS, before he
1751 was brought on to work on this project, talked to somebody
1752 else on your team or elsewhere at Porter Novelli about hiring
1753 him, and that that person told you to reach out and interview
1754 him for this?

1755 A. I'm not aware of that if that -- I'm not aware
1756 that that happened.

1757 Q. Were you -- were you more directly involved in
1758 the work under this contract than the previous listening
1759 tour? Did you have more communication with Mr. Barlow during
1760 this project?

1761 A. Probably. But I mean, we still would communicate
1762 under the other work as well.

1763 Q. Who did you -- who were the contractors that you
1764 primarily worked with during the listening tour?

1765 A. So it would be the team under Nahigian
1766 Strategies.

1767 Q. Who was that?

1768 A. Oh, Keith Nahigian, Ken Nahigian, Marcus
1769 certainly, and then they had some advance folks -- Taylor
1770 Mason and other -- and that was the majority of the folks
1771 that we worked with on it. Oh, no, I said -- yeah, I said
1772 Keith and Ken, yeah.

1773 Q. Just turning back to Marcus, did you consider
1774 anybody else -- you or anyone else at Porter Novelli consider
1775 anyone else for the role that he ultimately came to fulfill
1776 on the strategic communications contract?

1777 A. No. And you know, my understanding from our
1778 Government contracts was that we didn't have to. And we knew
1779 from his experience that he had from the listening tour and
1780 the work that was under that that, you know, he had worked
1781 with this team before. They had a good rapport, that

1782 everyone was happy with his work under that. And so we just
1783 were continuing kind of that -- that work from what we --
1784 when we were pulling stuff together.

1785 Q. Did you -- so you said you didn't -- you
1786 understood that you didn't have to. Did that -- how did that
1787 question come up of whether or not you needed to consider
1788 other individuals?

1789 A. I think like from our point of view, you know, a
1790 lot of the work that was under there was what Marcus did,
1791 right? And then under, you know, the listening tour, the
1792 projects that we had, Marcus was doing similar work. And so
1793 it was just, you know, it kind of made sense that he already
1794 had the work experience with CMS, and so that we would
1795 continue to use him.

1796 Q. Did you ever hear that Ms. Verma wanted to hire
1797 Mr. Barlow directly but was not able to do so?

1798 A. So I've heard that since, with all of the news
1799 coverage and all of that. But I was not aware of that at the
1800 time.

1801 Q. You never discussed that with Mr. Barlow?

1802 A. No.

1803 Q. Or anyone at CMS?

1804 A. No.

1805 Q. Okay. So let's go back to Nahigian Strategies,
1806 which you had mentioned before.

1807 A. Mm-hmm.

1808 Q. So I understand that they worked on this project.

1809 Correct?

1810 A. Yes.

1811 Q. How did they come to be involved in the strategic
1812 communications services?

1813 A. Sure. So CMS, you know, as I had mentioned on
1814 the listening tour, they had a need for this. And as I had
1815 mentioned before, we -- that is not a specialty that Porter
1816 does. And this was way before, you know, my time of working
1817 on CMS. But previously, like I would say like back in like
1818 '08 or something, there was a similar need for kind of a
1819 communications listening tour. And my understanding is that
1820 Nahigian had that expertise, and the folks that had worked at
1821 Porter back, back then, we had actually, I believe, tapped
1822 into them to get like a request for proposal.

1823 So we had known about them previously, and then
1824 when they came to us with this additional request, they're
1825 kind of the only --

1826 Ms. Marple. Who is "they?"

1827 Ms. Kojcsich. I'm sorry. CMS. They were really
1828 the only firm that had done this type of stuff before, this
1829 type of work before, and so we tapped them into that, you
1830 know, for similar services.

1831 BY MS. GASPAR:

1832 Q. For the listening tour?

1833 A. Correct.

1834 Q. Do you know whether or not they were doing other
1835 work for CMS or the Office of the Administrator on -- through
1836 any other public relations agencies at the time?

1837 A. So I did not know that at the time.

1838 Q. Okay. But you've later come to understand that?

1839 A. Yes.

1840 Q. But the first, as far as recent work, that you
1841 are involved with --

1842 A. Yep.

1843 Q. -- the first time that you worked with them was
1844 on the listening tour?

1845 A. Correct.

1846 Q. And then that continued and turned into or at
1847 least was changed into the strategic communications services?

1848 A. Correct.

1849 Q. Anything else? Have they done any other work for
1850 Porter Novelli?

1851 A. No.

1852 Q. Okay. So let's just look at 722, which will be
1853 Exhibit 6.

1854 (Exhibit No. 6 was marked for identification.)

1855 (Pause.)

1856 BY MS. GASPAR:

1857 Q. Do you recognize this?

1858 A. I do.

1859 Q. In this email, at the top of -- or in this email,
1860 there is a reference to Task Order HHSM-500-T0005. Do you
1861 know whether that refers to the work that you've been
1862 describing as the listening tour?

1863 A. I believe so.

1864 Q. Okay. And then there is another task order
1865 number listed, which I won't read, to continue strategic
1866 communications. So does this represent the transition of
1867 Nahigian's work from the listening tour to the strategic
1868 communications services?

1869 A. Yeah. Well, the transition of the logical
1870 follow-on. So, yeah.

1871 Q. Got it. Okay.

1872 A. Yeah.

1873 Q. And do you know why Nahigian Strategies was
1874 approved as a subcontractor by CMS, whereas Mr. Barlow and
1875 Ms. Stevens were just brought on as independent contractors
1876 of Porter Novelli? Any reason that you're aware of for that
1877 distinction?

1878 A. Yeah, I don't know. Just because, again, I'm not
1879 the Government contracts expert. So that's not -- certainly
1880 not my area of expertise. So I don't know.

1881 Q. Okay.

1882 A. Yeah, sorry.

1883 Q. Well, but generally speaking, so you talked about
1884 the scope of work that Nahigian would do. But did you talk
1885 to anyone at CMS about bringing them on to continue their
1886 work or to work on this aspect of things?

1887 A. So, originally -- we did. So when we had
1888 continued the work, our understanding wasn't that there was
1889 not going to be as much like advance and logistical support,
1890 and then later it turns out they wanted to continue to be
1891 doing those listening tours. And so we kind of re-engaged
1892 them to have a higher level of support.

1893 Q. Okay, yeah. It says here --

1894 A. Yeah.

1895 Q. -- while PNPS's proposal did not include a
1896 request to continue to engage Nahigian Strategies as a
1897 subcontractor under this task order, we have since identified
1898 areas where they could contribute to the overall successful
1899 performance of the statement of work.

1900 A. Yep.

1901 Q. Do you know why they weren't considered
1902 originally?

1903 A. Because we didn't have -- the level of work
1904 wasn't there. Like the majority of the stuff that Nahigian
1905 did for the most part was this travel and advance stuff, and
1906 you know, we -- our understanding, wasn't going to be as high

1907 of a level of effort. So I think that's probably the reason
1908 they weren't included.

1909 Q. Is it fair to say that they were brought in
1910 because planning events or conducting events became part of
1911 the strategic communications project?

1912 A. Yeah.

1913 Q. How did that come up?

1914 A. What do you mean?

1915 Q. Well, like why did that change? Did somebody
1916 instigate that change? Like what made you go from, you know,
1917 looking for someone to book media appearances to the full
1918 scope of planning events and so forth?

1919 A. Yeah, I think, again, like under the listening
1920 tour contract, you know, she was giving speeches, or as I was
1921 saying, we were working with the regional offices. And like
1922 from what I remember at the time, you know, we were working -
1923 - there were speeches that she -- so there's almost two
1924 tracks.

1925 So there are sort of speeches that she was just
1926 giving as, you know, part of what she does as -- I guess as
1927 the Administrator. And then they would try to build in, you
1928 know, try to make it as efficient as possible. So if she's
1929 in this particular State giving a particular speech, you
1930 know, talking with the regional offices of like what else she
1931 could be doing while she was there that would be, you know,

1932 beneficial to promoting the work.

1933 And so that's when they sort of needed a higher
1934 level of support, and you know, we were asked to be able to
1935 provide that service. And Nahigian had done it for us in the
1936 past, and so it just -- it made sense to re-engage them when
1937 they needed that level. I don't remember any particular
1938 conversations around it, but that's just generally like kind
1939 of what I can remember from that time.

1940 Q. So you don't remember talking to anybody at CMS
1941 about sort of focusing more on events and things like that?

1942 A. Not like specifically. Like it wasn't like a
1943 formal conversation that I can recall. It would be more
1944 like, you know, in our weekly touch base, like hey, you know,
1945 actually like we're, you know, needing additional support or
1946 we want to do X, Y, or Z events. You know, can we tap into
1947 somebody that can help into that? And that certainly wasn't
1948 our area of expertise.

1949 Q. Do you know why there was a need for advance work
1950 and onsite support like that?

1951 A. What do you mean?

1952 Q. Like what was it about the events that demanded
1953 that service?

1954 A. Again, this is not my world. So I don't come
1955 from politics. I don't know, you know, or even like events
1956 or logistics. So my understanding generally was, again, if

1957 she had to be at a variety of different places, just ensuring
1958 that there was like a smooth transition of, you know,
1959 transportation, having folks go ahead and, you know, meet
1960 with -- you know, if she was going to a hospital, you know,
1961 scouting out the room, just to make sure that everything like
1962 flowed smoothly.

1963 And you know, that was just one of the requests
1964 that we got of services to provide.

1965 Q. Would anyone else at Porter Novelli know if there
1966 was a direction or specific request to change the focus and
1967 extend the contract with Nahigian to do that kind of work?

1968 A. Maybe Laura, our Government contracts manager.

1969 Q. Anybody else?

1970 A. She's probably the only one.

1971 Q. Who else from Porter Novelli participated in your
1972 regular weekly calls that you were talking about?

1973 A. Variety of different people, depending. I mean,
1974 it was mainly -- it was mainly me when I could. Certainly, I
1975 wasn't on every single call. So, yeah.

1976 Q. And had you in your work for CMS engaged third
1977 parties or anybody to do advance work before? You said it's
1978 outside of Porter Novelli's expertise.

1979 A. Yeah.

1980 Q. But is that something that comes up from time to
1981 time?

1982 A. We hadn't -- we had not, no, other than the
1983 listening tour stuff that we had previously done for them.

1984 Q. I just want to turn quickly to one other document
1985 about the negotiation of Nahigian's subcontract. This is
1986 CR 746, which will be Exhibit 7.

1987 (Exhibit No. 7 was marked for identification.)

1988 (Pause.)

1989 BY MS. GASPAR:

1990 Q. Do you remember this?

1991 A. I mean, I remember it now looking at it.

1992 Q. There is an issue mentioned on the page Bates
1993 stamped 748 at the top of the email. While there is a
1994 request from somebody at CMS, Heather Robertson, to reduce
1995 Ken Nahigian's rate, and then on the front page, 746, Laura
1996 notes that she made a mistake with it. Do you remember that
1997 issue? Do you recall what happened there?

1998 A. I don't. I don't really deal with like the rate
1999 -- like I don't deal with like the contract part of it. So
2000 she usually deals directly with like their contracts folks.
2001 So it wouldn't really be something that I would be involved
2002 in.

2003 Q. Okay.

2004 A. I mean, I would be copied on things, you know,
2005 just to be in the loop. But I don't -- I don't know.

2006 Q. Okay. But regardless, it looks like "Porter

2007 Novelli has granted consent for the subcontract," do you see
2008 that?

2009 A. Yes.

2010 Q. And then there is a total estimate of \$837,821
2011 provided. So the support for one local event and one mid
2012 city event per month that's referenced here, is that just
2013 sort of an estimate of the events planned? It's not like a
2014 limit or anything?

2015 A. Correct.

2016 Q. Okay. And is it your understanding that this
2017 total amount was going to come -- have to come out of the
2018 upper limit that Porter Novelli had been granted under its
2019 overall contract with CMS?

2020 A. That would make sense, but I wouldn't be the
2021 right person to know that. That would be a Government
2022 contracts question.

2023 Q. Got it. No problem.

2024 A. Yeah.

2025 Q. Okay. We can move on.

2026 A. Okay.

2027 Q. Actually, so let's just talk a little bit about
2028 the individuals who worked for Nahigian Strategies.

2029 A. Sure.

2030 Q. So you mentioned before Ken Nahigian and Keith
2031 Nahigian. Can you just tell me a little bit about their

2032 roles, what they did? And let's focus on the scope of work
2033 that started in August 2018, September 2018, to the extent
2034 there's a distinction.

2035 A. Yeah, I would say that with Ken and Keith, their
2036 role is pretty limited. They did some speechwriting, and
2037 they would kind of advise on overall comms like, you know,
2038 they would be on some calls. But they weren't -- they
2039 weren't really that heavily involved outside of kind of the
2040 logistical support from what I remember.

2041 Q. Who was the most involved from Nahigian
2042 Strategies?

2043 Ms. Marple. At what time period are we talking
2044 here?

2045 Ms. Kojcsich. Yeah.

2046 Ms. Marple. I'm sorry. I just was confused what
2047 your question, it is about the earlier one or about the
2048 later?

2049 Ms. Gaspar. I think I previously said that it's
2050 focusing on the, yeah, August 2018 going forward.

2051 Ms. Marple. August.

2052 Ms. Gaspar. So let's start with that, yeah.

2053 Ms. Marple. Okay, sorry.

2054 Ms. Kojcsich. I would say probably -- who was
2055 there at the time? I would say Ken probably more than Keith.
2056 Taylor was kind of involved from an advance standpoint.

2057 BY MS. GASPAR:

2058 Q. Is that Taylor Mason?

2059 A. Yes.

2060 Q. Okay. So, actually, does that mean like actually
2061 being on the road and so forth?

2062 A. Correct.

2063 Q. Anything else?

2064 A. Those were probably the main folks. There were
2065 certainly other people that were involved because there was
2066 other people at the firm that we would pull in, again various
2067 needs.

2068 Q. What about Danielle Hagen?

2069 A. Oh, yes, and Danielle.

2070 Q. So what did she do?

2071 A. Danielle was comms support. She also would help
2072 with media. So those were her two main things. She didn't
2073 do as much -- she's not really an advance person. But she
2074 would help with media, and she would help with just overall
2075 comms.

2076 Q. Okay. Can you be a little bit more specific? So
2077 what does comms support actually involve?

2078 A. Yeah. So, I mean, she would be on weekly calls,
2079 you know, not every week. But she would be pulled into calls
2080 as needed, and again, she was also a media person. She would
2081 help more -- she also was involved in the listening tour from

2082 a kind of a media standpoint as well. So --

2083 Q. Okay. And other names, Matt Mlynarczyk, M-l-y-n

2084 --

2085 A. Oh, yeah. Mlynarczyk, I think.

2086 Q. Okay, sure.

2087 A. Yeah.

2088 Q. What was his role?

2089 A. So Matt was -- he was like an advance guy. So he
2090 kind of was the point that like he would pull together all
2091 the -- there would be schedules for all the trips. And so he
2092 would be point on when things changed or, you know, how long
2093 it would take to get from this place to this place and kind
2094 of coordinating all -- he sort of was the point person on
2095 that and sort of owned that document for the various -- for
2096 the various trips.

2097 Q. Okay. And Lynn Hatcher?

2098 A. Lynn was a really junior person. She would like
2099 print the briefing books, and like she sometimes was an
2100 advance person, too.

2101 Q. And Maggie Mulvaney?

2102 A. I think Maggie was tapped as like an advance
2103 person for one of the trips.

2104 Q. Okay. Did Nahigian continue to work on the
2105 strategic communications project through the stop work order
2106 in April 2019?

2107 A. Yes.

2108 Q. Have they done any work with Porter Novelli
2109 since?

2110 A. No.

2111 Q. Have you been in touch with anyone from there
2112 since?

2113 A. I've been in touch with Ken only from a similar
2114 standpoint of Marcus, where he received a letter and I had
2115 just referred him to our lawyers.

2116 Q. When is the last time you spoke with Ken?

2117 A. I think he called me earlier this week, actually.

2118 Q. What did you talk about?

2119 A. Again, I think it was in regards to the letter,
2120 and it was just to inform me that he got something, and I try
2121 to stay out of that, and so I just refer them to our counsel.

2122 Q. Did he say anything else?

2123 A. No.

2124 Q. Did Ken and Keith work on advance?

2125 A. Keith would, but Ken -- Ken would not.

2126 Q. Okay. Did they attend -- did they go on any
2127 trips as far as you know?

2128 A. Keith did. I don't believe Ken did. But I'm not
2129 sure. I'm pretty sure he didn't.

2130 Q. Okay. Are you -- well, one more question. Did
2131 you consider anyone else to work on advance? Similarly to

2132 the others, did you consider any other companies or
2133 individuals to perform the advance work for this contract or
2134 even the earlier contract?

2135 A. We did not.

2136 Q. Okay. Any reason why you didn't reach out to
2137 others?

2138 A. Again, as I said, based on my understanding is
2139 that we didn't have to, and this was they had previous
2140 experience with CMS before. And just given the timeframe of
2141 getting everybody onboarded, again that also sounded like it
2142 was something that was pretty quick. That just made the most
2143 sense I think at the time.

2144 Q. Sorry. So what was quick? Can you just
2145 elaborate on that a little bit more?

2146 A. Just getting -- you know, getting everything in
2147 place in terms of the contract.

2148 Q. Having advance support was also something that
2149 needed to happen fairly quickly?

2150 A. Yeah.

2151 Q. And who from -- who were getting that -- how were
2152 you getting that impression? Was it from someone at CMS?
2153 Where was that coming from?

2154 A. Yeah, from the Office of Communications.

2155 Q. And who -- who would have actually communicated
2156 that to you?

2157 A. Again, it would have come through probably Chris
2158 Koepke.

2159 Q. Do you remember any of the specific
2160 conversations?

2161 A. I don't.

2162 Q. But you remember having the impression that this
2163 was something that you wanted to move -- that they wanted to
2164 move along quickly?

2165 A. Yes.

2166 Q. Both having somebody available to book media, as
2167 well as somebody available to handle advance logistics and so
2168 forth?

2169 A. Yes.

2170 Q. And is it fair to say that that was also -- it
2171 was also important to move the scope of work that Marcus
2172 Barlow did fairly quickly?

2173 A. Yeah. I mean, I don't know if I got that
2174 impression from the Marcus piece. There's nothing that
2175 really sticks out to me. So I don't know. I don't know if I
2176 would --

2177 Q. Just thinking back to that, do you know, where
2178 was that impression coming from? What was it that conveyed
2179 that impression to you?

2180 A. I don't know if it was like one specific like
2181 incident or something, or like a conversation. It was just

2182 sort of like, I don't know, during that time like everything
2183 at CMS was moving pretty quickly. And so I think it was just
2184 sort of like a general sense that I had.

2185 Q. Do you remember any of the specifics that led to
2186 that, gave you that impression?

2187 A. Yeah, again, there's not like one specific thing
2188 that I can think of. It was just kind of in general during
2189 that time, like everyone was working very fast. And you
2190 know, very collaborative. There wasn't like -- there's not
2191 one thing that I can like point out.

2192 Q. Do you remember anybody from the Office of the
2193 Administrator relaying instructions about the speed, the pace
2194 of the work?

2195 A. Yeah. They wouldn't have said anything to me.

2196 Q. So Chris or whoever your contacts were at CMS in
2197 the Office of Communications never told you that any of this
2198 was coming at the Administrator or the Office of the
2199 Administrator's direction?

2200 A. He never said that to me, no.

2201 Q. Did he ever mention it coming from Brady Brookes?

2202 A. I mean, that's not like a -- he wouldn't call and
2203 be like, "Brady says to do this." It was just like overall
2204 here's a need that we have at CMS. Can you help us with that
2205 request? But it wasn't -- it wasn't like this person told me
2206 to do this, if that makes sense?

2207 Q. Okay. But he forwarded emails where that was --

2208 A. Exactly, yeah. Yeah.

2209 Q. Okay. Do you remember if there were other emails

2210 where instructions from the Office of the Administrator were

2211 conveyed?

2212 A. I mean, I can't recall any specific ones, but --

2213 I can't recall.

2214 Q. Other than the ones that we looked at?

2215 A. Exactly, yeah.

2216 Q. But from seeing the emails that we looked at

2217 earlier, it's your understanding that Chris was getting

2218 instructions from the Office of the Administrator. Correct?

2219 A. I mean, I don't know if I know enough to know if

2220 he was getting direct instruction from them. I mean, the

2221 emails say what the emails say. But that wasn't like, again,

2222 as I said before, I wasn't thinking about it in that sense at

2223 the time.

2224 Q. We can do -- I mean, would it be helpful to look

2225 back at them? We can look back.

2226 A. Sure, yeah.

2227 Ms. Gaspar. Okay. Let's just pull up -- I

2228 forgot what exhibit number this would be.

2229 Mr. Lichtman. Which Bates number?

2230 Ms. Gaspar. So the Bates number is -- well,

2231 there are two. There's 2901.

2232 Ms. Kojcsich. 2901, cool.

2233 Ms. Gaspar. And 1886.

2234 Ms. Kojcsich. Okay.

2235 Ms. Gaspar. So these are Exhibits 2 and 3.

2236 Ms. Kojcsich. Yeah.

2237 BY MS. GASPAR:

2238 Q. Okay. Well, so looking at these two exhibits, it
2239 is your understanding that employees in the CMS Office of
2240 Communications -- at least Mary Wallace and Chris Koepke --
2241 I'm sorry.

2242 A. It's like my last name.

2243 Q. -- were getting direction from the Office of the
2244 Administrator. Correct?

2245 A. Yeah. I mean, there certainly was conversations
2246 that were being had. Like I'm not the expert in terms of
2247 like who can get direction from whom, but you know, from
2248 these emails, it looks like that they were having
2249 conversations about that, certainly.

2250 Q. Okay. And you just -- you don't recall any other
2251 instructions being relayed from the Administrator's office
2252 other than what's in those two emails?

2253 A. Yeah. I mean, I would just have talked to Chris,
2254 yeah.

2255 Q. But you don't -- and do you remember Chris
2256 relaying any other conversations he had with either Mary

2257 Wallace or folks in communications office relaying direction
2258 from the Administrator's office?

2259 A. No. I mean, from what I recall, it was the
2260 conversations that I had with Chris weren't "The
2261 Administrator said to do this." He always would say, "CMS is
2262 looking to do -- you know, CMS is looking to have support
2263 with, you know, media opportunities, you know, for the
2264 Administrator." He may have said that. I can't -- I don't
2265 remember the exact conversation, but it was never -- it was
2266 never relayed to me as like this is coming from the
2267 Administrator. It was always worded to me as CMS.

2268 Q. Okay. And well, you talked a little bit about
2269 this before. But I just want to go back on Exhibit 3, Chris'
2270 11:14 a.m. email where he says "LOL." So what do you think
2271 it is about his owing Brady an update that he found amusing?
2272 Because this is before you note that you're on the phone with
2273 --

2274 A. Yeah.

2275 Q. -- Pam Stevens. He says he owes Brady an update.
2276 So did you take that to mean that he was in communication
2277 with Brady Brookes about hiring Pam Stevens?

2278 A. I don't know if I thought about it that way at
2279 the time. I think Erin was the one -- it looks like Erin
2280 owes -- from the email here, it looks like Erin is owing
2281 Brady an update.

2282 Q. You're right.

2283 A. And at the time, I wasn't -- I didn't -- I wasn't
2284 really familiar with Erin. I think I had heard her name, but
2285 I don't know what her role is or she is within the Office of
2286 Communications. But I mean, I don't -- I don't know why he
2287 said "LOL." Like, yeah.

2288 Q. Does it suggest that you had discussed this
2289 situation before?

2290 A. I don't know if the "LOL" would suggest that. I
2291 mean, I think that part of it, too, is like that's just how
2292 Chris is. I don't know if I would -- I don't know if I would
2293 make much more of it than that.

2294 Q. You don't have a suggestion of what -- you
2295 haven't thought about what he thought about that was funny?

2296 A. Yeah, I didn't really think about it, you know?
2297 I just kind of -- I mean, I have a pretty good relationship
2298 with Chris. He's -- as I said before, he's kind of a goofy
2299 guy, and so we joke around about, you know, like he's a great
2300 guy to work with. And so I think, again, it was just me kind
2301 of, you know, joking around with a client.

2302 Q. It sounds to me like he is referencing something
2303 that you guys have already touched base about?

2304 A. It's certainly possible that we had already
2305 talked at that point about Pam. I don't remember exactly
2306 like the first time that they reached out to that, but

2307 certainly, we could have talked before this email was sent.

2308 Q. Okay.

2309 A. Yeah.

2310 Q. Do you have any recollection of whether he was
2311 checking in with you frequently about this? Could it be that
2312 he was sort of on your case about it?

2313 A. I wouldn't say he was on my case about it. I
2314 think, as the emails indicate, I mean, I think when, you
2315 know, he got an email regarding something and he kind of came
2316 back to me to check in.

2317 Q. Okay.

2318 A. Yeah. But he wasn't like badgering me about it
2319 or anything like that.

2320 Q. Sure. Okay. Let's move on to some of the other
2321 individuals that you may have worked with --

2322 A. Sure. Sure.

2323 Q. -- on various projects for CMS.

2324 A. Sure.

2325 Q. So one person that I want to talk about is Brett
2326 O'Donnell. Do you know him?

2327 A. I've never met Brett O'Donnell. But I have
2328 communicated with him.

2329 Q. Okay. Did he do any work for Porter Novelli at
2330 any point that you're aware of?

2331 A. He did not.

2332 Q. Okay. I just want to show you one document
2333 that's going to be Exhibit 8.

2334 A. Okay.

2335 (Exhibit No. 8 was marked for identification.)

2336 Ms. Marple. Can you hand her that?

2337 (Pause.)

2338 BY MS. GASPAR:

2339 Q. So have you seen this before?

2340 A. I have.

2341 Q. Okay. I note that -- so this is, just for the
2342 record, it's Bates number 228, CUM-CMS-0000228.

2343 This appears to be a February 5, 2018, memo from
2344 Brett O'Donnell to you. Why did he send this to you?

2345 A. So CMS came to us with a need -- again, like they
2346 would come to us when they had different needs. Again, this
2347 was a while ago. So let me just look at this. Yeah, and
2348 again, this was around overall kind of media training, media
2349 support, speechwriting. And it was my understanding that
2350 Brett O'Donnell had done work for CMS under a previous
2351 contract. I'm not super familiar with the specifics of that.

2352 Q. What do you --

2353 A. And --

2354 Q. Sorry. What do you mean by "previous contract?"

2355 A. Not under Porter Novelli.

2356 Q. Got it.

2357 A. So, to be clear, Brett O'Donnell never did work
2358 for Porter Novelli. We never hired him. There was initial
2359 conversations where we got a proposal from him, and then it
2360 was later decided that we would not move forward with Brett
2361 O'Donnell.

2362 Q. Why did you make that decision?

2363 A. I believe like during the time, there were some
2364 like ethics issues that arised around Brett O'Donnell and
2365 that we weren't comfortable moving forward.

2366 Q. Okay. Do you remember speaking with anyone at
2367 CMS about him?

2368 A. I do remember a conversation. I don't know who
2369 it was with. I would assume it would probably have been
2370 Chris around that, but I don't -- I don't remember the
2371 details around that. And I think that this is one of the
2372 things where we got a proposal, and we decided -- I don't
2373 have the timeline in front of me. But we decided that we
2374 weren't going to -- we weren't moving forward with him.

2375 Q. Did anyone at CMS suggest that you hire him or
2376 recommend him?

2377 A. He was recommended by CMS?

2378 Q. Who at CMS recommended him?

2379 A. I don't -- I don't know for certain. It might
2380 have been Chris, but I don't know for certain. That would
2381 make sense that it would be him, but I don't want to say for

2382 sure.

2383 Q. Would Chris have emailed you about Brett
2384 O'Donnell?

2385 A. He could have. He could have called.

2386 Q. Do you remember Mr. O'Donnell's name coming up
2387 more than once?

2388 A. What do you mean by "more than once?" I mean,
2389 probably, yeah.

2390 Q. Well, I mean were there likely a number of
2391 discussions about him at this time?

2392 A. There were discussions. Like I don't -- I don't
2393 remember them being -- I don't remember them being like a lot
2394 of discussions or spending a lot of time on this. It was
2395 sort of here was a need. You know, we got a proposal from
2396 him just to check out sort of scope and pricing and kind of
2397 his capabilities because, again, I had never worked with
2398 Brett O'Donnell. I wasn't familiar with his work. But I
2399 know that he had experience with CMS previously, not under
2400 Porter Novelli.

2401 Q. Was this part of the listening tour, or was this
2402 a separate workstream?

2403 A. So it all sort of fell under listening tour. So,
2404 yeah.

2405 Q. Who made the final decision not to hire, and was
2406 that a Porter Novelli decision, or was that a CMS decision?

2407 A. I can't remember exactly like who made the final
2408 decision, like, no, we're not hiring or moving forward. I
2409 think it was probably a discussion overall with PN and CMS.

2410 Q. Do you remember anyone else at Porter Novelli who
2411 was involved?

2412 A. Maybe Laura Wotycha.

2413 Q. But you're not sure?

2414 A. I'm not sure.

2415 Q. Any others?

2416 A. She would probably be the --

2417 Q. Okay. So then turning back to the contract that
2418 we've been focusing on, the August 2018 strategic
2419 communications project. I'd like to just go through some of
2420 the others. We touched on some names before --

2421 A. Sure.

2422 Q. -- that came up as independent contractors. I
2423 think what would be most helpful is if we actually just
2424 referred back to the contracts that we have, the list in
2425 front of us. So this was --

2426 A. Exhibit 1.

2427 Q. -- Exhibit 1, yeah. And you actually mentioned
2428 that there were a number of people who were brought in from
2429 outside of Porter Novelli. We've talked about Marcus Barlow
2430 and Pam Stevens in detail, but I do want to go through these
2431 other names.

2432 A. Sure.

2433 Q. Joanna Konschak. So who is she?

2434 A. So, Joanna Konschak, she actually used to work at
2435 Porter Novelli.

2436 Q. Okay.

2437 A. So we've had a working relationship with Joanna
2438 actually for years. She's, again, another communications
2439 kind of small business, and she was tapped, we had a request
2440 to bring in somebody for support specifically with the Media
2441 Relations Group.

2442 So Joanna doesn't have -- she's not a media
2443 relations specialist. The ask was really around sort of
2444 organizing some processes and kind of additional like, you
2445 know, project management support, not media outreach. And
2446 Joanna has experience in that, and you know, we tapped her.
2447 We tapped her in for that.

2448 Q. Do you remember who recommended that she be
2449 brought on?

2450 A. I actually think it was probably [REDACTED], my boss.

2451 Q. Okay. So did that come from CMS?

2452 A. No.

2453 Q. And you're sure about that?

2454 A. Yes.

2455 Q. Okay. And did Joanna end up being extensively
2456 involved? It actually says here it estimates 1,300 hours.

2457 Did she end up doing that?

2458 A. I'm not sure of the total amount that she ended
2459 up working, but she was pretty involved, yeah.

2460 Q. Do you know whether she signed a separate
2461 independent contractor agreement with Porter Novelli to do
2462 the work on this project?

2463 A. Probably. I don't know. I don't deal with like
2464 the -- I'm not as involved with the contractual parts of
2465 things. That's like our separate team. Sorry.

2466 Q. No problem. That's totally fine.

2467 How about Eric Rosenberg? So who is he?

2468 A. Eric Rosenberg, he was a speechwriter for us, and
2469 -- yeah, he was a speechwriter.

2470 Q. For Porter Novelli or --

2471 A. Oh, sorry. He was an independent contractor.

2472 Q. Okay.

2473 A. So all the one, two, three, four, top five were
2474 independent contractors.

2475 Q. Right, right. But was he -- who recommended him?

2476 A. He may have come -- he may have been a CMS
2477 recommendation as well. He probably worked under -- I don't
2478 remember the specifics around him. Again, this was where
2479 they needed a bunch of speechwriters. And so I think he may
2480 have even worked under a different contract. Anyway, he was
2481 referred to us as somebody -- as a speechwriter that had

2482 talents, and we looked into him.

2483 Q. Do you remember any specific conversations about
2484 CMS recommending him?

2485 A. No. But I think we had -- no, I don't.

2486 Q. Do you remember who at CMS recommended him?

2487 A. Probably Chris.

2488 Q. But you don't recall the specific conversation?

2489 A. I don't recall the specific conversation, yeah.

2490 But I know he had done speechwriting for other -- other
2491 people over at CMS. So he had experience kind of writing for
2492 -- for CMS spokespeople or officials maybe.

2493 Q. Did he end up being extensively involved?

2494 A. Yeah. He -- I mean, I would say all of the pool
2495 of speechwriters, you know, they had all kind of a different
2496 like work schedules. And so because they're independent
2497 contractors, it's like they weren't on the -- you know, Eric,
2498 he would get pulled in if they had, hey, we have a speech
2499 that she's supposed to be giving next week. Who's available?

2500 It kind of was like an open call for who's
2501 available, and then people would hop in based on their
2502 availability and, you know, that kind of stuff.

2503 Q. Did they -- was there any sort of breakdown in
2504 terms of subject matter expertise, or how did that work?

2505 A. I don't know. That wasn't a portion of the work
2506 that I was involved in. There was a woman at CMS named

2507 Kimberly who managed the speechwriting process, and so she
2508 would sort of tap into the pool as needed.

2509 And I apologize, I don't remember. I don't know
2510 her last name.

2511 Q. But she wasn't a speechwriter herself?

2512 A. No, she just -- my understanding is that she just
2513 like coordinated the speechwriting efforts.

2514 Q. How about Eric Bearse? What was his role?

2515 A. He also is a speechwriter, yeah.

2516 Q. Okay. Did he -- did he do anything else?

2517 A. No. He just solely did speechwriting.

2518 Q. And did he end up being extensively involved?

2519 A. I mean, they tapped him in for speeches. Again,
2520 I think probably him and Eric -- both of the Eric's probably
2521 were probably as equally involved in speechwriting. I
2522 wouldn't say they were probably the main speechwriters. I
2523 think that lot of that fell to Marcus, yeah.

2524 Q. Okay. And do you know if Eric was recommended by
2525 CMS?

2526 A. Eric was not recommended by CMS.

2527 Q. How did he come to be involved?

2528 A. I think Eric probably -- he may have been a
2529 recommendation from other Eric maybe. I don't recall. Like
2530 oftentimes, too, when they were looking at other
2531 speechwriters, we would go to our speechwriters and be like,

2532 hey, who else do you know that's a speechwriter, and they
2533 would recommend, hey, take a look at these people. Some of
2534 them we brought on. Some of them we didn't.

2535 I can't remember with Eric, that Eric, which --
2536 how he came to be. But it wasn't -- it wasn't through CMS.

2537 Q. Why was it important to have so many
2538 speechwriters available?

2539 A. So, my understanding -- and again, I wasn't
2540 involved in the speechwriting process. But from what I could
2541 observe, she gave a lot of speeches, multiple speeches a
2542 month, and not everybody was always available to write them.
2543 So, you know, given their timing and stuff like that. And
2544 again, they just would come to us and say, hey, can you find
2545 some additional folks that are in sort of the pool so that
2546 when we have something, we can tap into them? So, and again,
2547 these are all sort of estimated hours. Obviously, we only
2548 bill what we actually work.

2549 Q. Do you know if there were any speechwriters at
2550 CMS on their staff?

2551 A. I don't know that. It didn't seem like it, but
2552 I'm not sure for certain.

2553 Q. Other than the individuals listed on this
2554 contract, do you remember any other independent contractors
2555 being brought in at any point to work on the strategic
2556 communications services project?

2557 A. Katie Conover was brought in.

2558 Q. Okay, let's talk about her first.

2559 A. Sure.

2560 Q. Sure. So who is she?

2561 A. She is a speechwriter.

2562 Q. Okay.

2563 A. And she was a recommendation through Eric

2564 Rosenberg.

2565 Q. Okay.

2566 A. Katie had background in -- I believe she worked

2567 for FDA. So she had Government speechwriting expertise, and

2568 so we brought her on as well, as part of the pool.

2569 Q. Do you remember why there was a need for her

2570 specifically?

2571 A. I mean, I think it was just they wanted to like

2572 widen the pool, but they didn't say specifically. They were

2573 just like, hey, we need -- can you look into some additional

2574 speechwriters? And so --

2575 Q. Is "they" CMS?

2576 A. Yes. Sorry.

2577 Q. Who at CMS?

2578 A. Probably Chris again.

2579 Q. Okay. So there was a sense that there weren't --

2580 there wasn't sufficient speechwriting capacity?

2581 A. Yes.

2582 Q. Is there any particular reason or incident that
2583 sort of led to that? Anything that you had the impression
2584 led to this need?

2585 A. No, not really. Other than like it just seemed
2586 like they had a shortage of people, and there was a lot of
2587 speeches that needed to get written. But there wasn't like
2588 anything like one thing that they said.

2589 Q. Okay. So do you remember anything else about -
2590 - well, so you said Katie Conover was recommended by Eric.
2591 Do you remember discussing her hiring with anyone at CMS?

2592 A. Yeah, I probably talked to Chris about it,
2593 saying, hey, you know, we found another independent
2594 contractor that can serve in the speechwriting role.

2595 Q. So going back to the original question. Any
2596 other independent contractors that ended up working on this
2597 project?

2598 A. I don't have my list in front of me. I don't
2599 think so, but --

2600 Q. How about somebody named Kristen Ricciardelli?

2601 A. Ah, yes, Kristen. Yes.

2602 Q. So tell me about her. Who is she?

2603 A. So Kristen was another project manager that was
2604 brought on. She works for a sister company of Porter
2605 Novelli. So we've worked -- I haven't worked with them
2606 before, but people in my firm have worked with them, and so

2607 Kristen was originally brought on just because everything, as
2608 I was saying, was very kind of fast-paced, just another
2609 person to kind of help project manage.

2610 And so Kristen would help out with some of the,
2611 you know, the trips. She would kind of manage -- we did
2612 briefing books for each of the trips and stuff. So she would
2613 help kind of coordinate those and, you know, sat in on some
2614 calls and stuff. She -- yeah, so that was mainly her role.

2615 Q. Do you remember who recommended her to be brought
2616 onto this?

2617 A. We had suggested her, Porter Novelli.

2618 Q. You recommended her to CMS?

2619 A. Yes.

2620 Q. Okay. And what was the specific need that you
2621 identified that required bringing her in?

2622 A. So we just needed some additional project
2623 managers to kind of help with all of the workflow, and so
2624 that was her kind of responsibility. It was just some
2625 additional arms and legs.

2626 Q. Anything else?

2627 A. Those are the main things, yeah.

2628 Ms. Gaspar. Okay. Before we go off the record,
2629 I think somebody else came in during the break. Do you want
2630 to just state your name for the record?

2631 Ms. Sohn. I'm Natalie Sohn. I'm minority staff

2632 at the Committee on Energy and Commerce.

2633 Ms. Gaspar. Okay. Let's go off the record.

2634 (Off the record at 1:34 p.m.)

2635 (On the record at 2:11 p.m.)

2636 Ms. Gaspar. Okay. Back on the record.

2637 Just before we begin, I'd like any new staff that
2638 have joined us to just state their names for the record,
2639 please.

2640 Ms. Havens. Brittany Havens.

2641 Ms. Gaspar. From where?

2642 Ms. Havens. The Energy and Commerce Committee,
2643 minority staff.

2644 Ms. Ashton. I'm Madison Ashton, House Oversight,
2645 minority.

2646 BY MS. GASPAR:

2647 Q. Ms. Kojcsich, before we broke for lunch, we were
2648 talking about the reasons why CMS recommended certain
2649 contractors. I just wanted to clarify, have you told me
2650 everything you know about why CMS wanted to hire Pam Stevens
2651 as a subcontractor?

2652 A. Yes.

2653 Q. How about why CMS wanted to hire Marcus Barlow?

2654 A. Yes.

2655 Q. How about why CMS wanted to hire Nahigian
2656 Strategies?

2657 A. Yes.

2658 Q. And does that apply to both the strategic
2659 services contract that we've been discussing, as well as
2660 earlier work for a listening tour that you had referenced?

2661 A. Yes.

2662 Q. Okay. So you have no other information about any
2663 reasons why CMS wanted to hire any of the individuals that we
2664 discussed?

2665 A. Yeah, I -- yes. I mean, again, my conversations
2666 were with Office of Communications, and you know, the
2667 conversations that we had about that, you know, we already
2668 went through. And that's --

2669 Q. Did you get any information about the reasons
2670 from anyone outside of the Office of Communications?

2671 A. Not -- not to my knowledge.

2672 Q. Okay. Let's talk a little bit about the work
2673 that was conducted under the contract.

2674 A. Sure.

2675 Q. So, first of all, and again, I'm focusing on the
2676 August 2018 project or the project that started at that time.

2677 A. Sure.

2678 Q. What was the workflow in terms of how did ideas
2679 get generated, and how did they get approved? Was there a
2680 chain of approval? I was hoping you could just sort of talk
2681 me through that process.

2682 A. Sure. So is there a particular like focus that
2683 you want me to -- like media or speechwriting, or is there a
2684 particular area that you want me to focus on?

2685 Q. Well, I take it from your question that maybe
2686 there were different decisions for --

2687 A. Yeah, like -- yeah. So I think yes and no, I
2688 guess, is the best way to answer that. So, so for, let's
2689 say, just kind of use maybe media as an example.

2690 Q. Great.

2691 A. So, you know, we would have meetings with CMS
2692 where, you know, we would talk through, you know, what's sort
2693 of on the docket for, you know, say like the next month or
2694 so, like in terms of speeches that she might give, maybe
2695 rollouts that were happening, and you know, there would be a
2696 lot of people that would be involved. And so, you know, if
2697 it was a media rollout, for example, there would be
2698 representatives from the Media Relations Group. There would
2699 be -- you know, which is Office of Communications. There
2700 would be folks from OA.

2701 And so we kind of talked through like, okay, this
2702 month, you know, there's going to be a conference -- I'm
2703 making -- I mean, I'm not making it up, but like using an
2704 example, like a conference on like innovation or something.
2705 And then, you know, and she's speaking at a conference or
2706 she's speaking in, you know, Boston.

2707 And so we would kind of generate ideas around,
2708 okay, and this would be collaborative between CMS and like
2709 our I'll just say extended team of, all right, what -- what's
2710 happening in Boston? Like what are there -- what media, you
2711 know, might we want to reach out to? What partners are
2712 there? What hospital systems?

2713 What -- you know, Boston is a really big town
2714 just for like innovation. So, you know, we would coordinate
2715 with I believe Boston is Region 2 -- 1 or 2. So we would
2716 coordinate with the regional offices, and we'd say like, hey,
2717 who you guys have been working with, what partners do you
2718 have that would be worthwhile to meet with, like while she's
2719 up there giving this one speech. And sort of kind of build
2720 the day around what that looks like.

2721 So if you're going to go up there anyways, what
2722 else could she be doing from a variety of different
2723 standpoints? And then, you know, we'd kind of brainstorm,
2724 right? So here is maybe some media. Here is maybe some
2725 events. And pull together kind of a, you know, as we're
2726 talking through like that schedule, and as I mentioned, at
2727 some point, all of that, from my understanding, you know, was
2728 approved somehow, right? And it wasn't approved in the room.

2729 So they would take, you know, whatever
2730 recommendations that it was from the collective team. I
2731 would say, you know, CMS also had ideas that they threw out

2732 and was part of that, as well as the contractors, and I know
2733 that they had mentioned they ran that through ethics and
2734 whatever the other approval process was. I wasn't always
2735 privy to like who was in charge of signing off on everything.

2736 But that's generally like how things worked in
2737 terms of kind of sign-off and idea generation and sort of
2738 workflow. Or a lot of the work, too, like as I was saying,
2739 like it was -- it was very collaborative. It wasn't like,
2740 you know, I directed somebody to do this, and they turned it
2741 into me. And we -- you know, it was more of kind of
2742 conversation, and you know, from those meetings, if there was
2743 an assignment that was given out to a particular person, you
2744 know, they would go back and think on that and then send that
2745 through to the collective team, you know, for feedback and
2746 ultimately approval.

2747 But you know, we never did -- you know, all of
2748 our work was directed by -- by CMS in terms of, you know,
2749 what we needed to do.

2750 Q. For events, were the ideas for the Administrator
2751 to participate in events generated by CMS, or did they flow
2752 up from you or other subcontractors, or both?

2753 A. I would say both. That was part of the things
2754 that we would do in kind of brainstorming sessions. Again, I
2755 wasn't -- I wasn't as involved in terms of the -- my role
2756 really is overall project manager. I didn't -- I didn't

2757 execute on a lot of the -- you know, the day-to-day media or
2758 the event stuff.

2759 Like I would -- you know, I sort of collectively
2760 was making sure that everyone kind of had what they needed,
2761 as opposed to, you know, certainly I probably had an idea or
2762 two like, you know? But that's been generally how that
2763 worked.

2764 Q. Yeah. I'm wondering because in the example that
2765 you gave, you sort of -- it was sort of like an event kind of
2766 already existing. But did you also, "you" being the whole
2767 group, generate events, create events for the Administrator
2768 to participate in?

2769 A. I wouldn't say that we created events for her to
2770 participate in. It would be more if she -- for the most part
2771 if she was already going somewhere how to make the most of
2772 that day, as opposed to like creating -- just creating an
2773 event out of thin air. So --

2774 Q. For example, a site visit or something?

2775 A. Yeah, yeah.

2776 Q. Okay. You also mentioned OA. Does that stand
2777 for Office of the Administrator?

2778 A. Yes.

2779 Q. Okay. And who from the Office of the
2780 Administrator participated in those meetings that you were
2781 mentioning?

2782 A. So it would depend on the topic. So -- and also,
2783 again, sometimes it's hard for me to differentiate like who
2784 sits where because there are so many people from CMS. Like
2785 in my -- like my recollection, like if you sit within like
2786 the D.C. HHS building, like I'm assuming it's OA, though
2787 sometimes -- and I know that there are, you know, career
2788 staff that are there.

2789 So it wasn't always clear like, you know, where
2790 they always sat. It was more just larger, like part of like
2791 the larger team. So in most of the meetings that I was at,
2792 there usually was a representative from the Media Relations
2793 Group. And there was a variety of people that would come in
2794 and out of that.

2795 Karen Aldana? Aldana. I might be butchering her
2796 last name. She sort of especially in the -- for the August
2797 '18 contract, she really spearheaded a lot of the meetings.
2798 But she was one of those new hires, too, that we were kind of
2799 talking to about, you know, staff. There were new people
2800 that would come in and out from the CMS side. She was one of
2801 those new people that I don't remember exactly when she
2802 started, but she was on that, on that workstream.

2803 And yeah, and then the contractor. So it would
2804 be Pam would be in there, Marcus, Danielle sometimes, Kristen
2805 sometimes would be there. Ninio would sometimes be in the
2806 meeting.

2807 Q. Who is that?

2808 A. He was -- he was a press guy, too. I think he
2809 sits in OA. I don't think he's MRG. And so he would also be
2810 in those meetings, too.

2811 Q. Do you know his last name?

2812 A. It starts with an F. Fetalvo?

2813 Q. That's okay.

2814 A. Okay.

2815 Q. Did you -- the meetings that you're describing,
2816 did they -- well, where did they take place?

2817 A. So they sometimes happened at HHS, the D.C.
2818 office. Sometimes they'd be conference calls. So it was
2819 kind of a mix of the two, just depending.

2820 Q. Did you or any other Porter Novelli employees or
2821 any of the subcontractors, as far as you know, ever work out
2822 of CMS or HHS's offices?

2823 A. Yeah. We would work -- we would work out of
2824 their offices. Like if there is -- if there were like back-
2825 to-back meetings, you know, we would kind of, you know, take
2826 over a conference room or something. But, yeah. No,
2827 certainly, yeah, we would work over there as needed.

2828 Q. How often would you say you were there, you
2829 personally?

2830 A. Me, personally? It would depend. I could be
2831 there once a week. I could be there four times a week. It

2832 really just depended on what like initiatives we had for that
2833 week.

2834 Q. Do you know if any of the subcontractors that we
2835 have been talking about worked out of the offices more than
2836 that?

2837 A. I would say Marcus probably worked out of there
2838 the most. He didn't have like a formal office or anything
2839 there, but he was involved in sort of the most meetings, you
2840 know, and, you know, would work directly. So he probably
2841 worked out of there more than the rest of us did certainly.

2842 Q. Do you remember where he sat when he was there?

2843 A. I don't know for certain. I think the Office of
2844 Communications, but I'm not sure for certain.

2845 Q. Do you have any sense of how much time he spent
2846 there week to week or in a typical week, let's say?

2847 A. I mean, he was one of the main ICs on this. So
2848 he spent a lot of time. I don't know exactly how many hours
2849 off the top of my head, but it was -- I mean, he did a
2850 significant amount of stuff.

2851 Q. Was it your understanding that this was basically
2852 his primary job at the time? In other words, did he have
2853 other clients as far as you know?

2854 A. I don't know. Yeah, I'm not sure.

2855 Q. Did he seem to be working full time?

2856 A. Yeah. I mean, what's your definition of "full

2857 time?"

2858 Q. Forty hours a week.

2859 A. Yeah, yeah. He was working a lot, yeah.

2860 Q. Okay. Did you ever -- did you ever speak or meet
2861 with Seema Verma herself?

2862 A. I was in meetings with her. But I didn't really
2863 interact with her that much.

2864 Q. How often did she attend meetings?

2865 A. That I was in?

2866 Q. Yes.

2867 A. I don't know. Maybe, maybe once a month I would
2868 be in a meeting with her, and it was more so in like if she
2869 was getting ready to do a trip or something, and you know,
2870 maybe I had a certain -- certain information about one of the
2871 stops on the trip that I could contribute. Or I mean, most
2872 of the time, I really just took notes. I wasn't really
2873 active in any of the meetings.

2874 Q. So were the focus of the meetings that she
2875 participated in different than the focus of the other
2876 meetings that you participated in, more or less?

2877 A. Yeah. And the meetings that we were in with her
2878 were more like -- the ones that I were in were more like
2879 briefings. Like, you're going to Boston, and here is what
2880 your day looks like. First, you're going to stop at the
2881 hospital, and you're going to be meeting with three people

2882 there. And then, you know, you're going to meet with the
2883 media rep and do an interview. And then you'll go over to a
2884 senior center, and you'll greet Medicare beneficiaries.
2885 There may be some media that comes there wants to talk to
2886 you.

2887 That kind of thing, you know? Like here is what
2888 your day looks like. It wasn't like -- the other meetings
2889 were more status meetings of like workflow, and I wasn't in
2890 any meetings with her on that stuff. It was more just like
2891 briefings.

2892 Q. Okay. So in the meetings that you attended where
2893 she was present, she never gave -- did you ever see her
2894 giving any direction in terms of requesting specific media
2895 appearances or types of media appearances or direction on
2896 strategy even?

2897 A. So she would comment on like -- so she'd go
2898 through something, and then she'd -- you know, she would give
2899 like feedback. But at the meetings that I was at, it was
2900 never like, "I want this." I mean the meetings that I'm in.
2901 So it was really just kind of either feedback to the day or
2902 like questions on like "Can you tell me more about this?" or
2903 "Could somebody pull together talking points?"

2904 And it was always to her staff -- like to a staff
2905 really. Can somebody pull together talking points on, you
2906 know, X, Y, or Z? So that she would be prepared for whatever

2907 the day was.

2908 Q. In the other meetings, in the more strategy
2909 status meetings, did anyone ever relay instructions from her
2910 or direction, general direction she'd given?

2911 A. In like the way that it was instructed to us was
2912 always like "greater CMS." I mean, I can't really -- I can't
2913 really think of a time where it was like, you know, "The
2914 Administrator said we must do this." It was never that
2915 direct.

2916 Q. Did you ever work on something called an
2917 executive -- sorry. Strike that. Let's go back one second.

2918 A. Sure.

2919 Q. You mentioned that there were other types of
2920 status meetings with Verma. Is that correct?

2921 A. Other status meetings with like CMS. The
2922 meetings that I was in with Verma were briefings.

2923 Q. Okay, got it.

2924 A. Yeah.

2925 Q. Okay. Okay. Did you ever work on a document,
2926 something called an executive visibility proposal, as far as
2927 you remember?

2928 A. I am familiar with the wonderful executive
2929 visibility proposal. I did not -- you know, I didn't develop
2930 that.

2931 Q. Okay.

2932 A. But that was a document that Pam Stevens
2933 developed. But yeah, I'm familiar with it.

2934 Q. Did it pass through you at any point?

2935 A. Yeah, I was copied on things. Sure.

2936 Q. What were the goals behind it?

2937 A. So my understanding regarding executive
2938 visibility was sort of similar to what I was talking about
2939 before, was CMS was trying to gauge larger media outside of
2940 like the day-to-day guys that they typically talk about -- or
2941 talk to. And it was sort of our ask to kind of think outside
2942 of the box, kind of get creative with some of the media
2943 contacts, and also to sort of make a long list of like, okay,
2944 who do you have relationships with? And then kind of, you
2945 know, that was then run through CMS of what makes sense,
2946 given the initiatives that like you guys have? Like, you
2947 know, is there something creative that we may be able to do
2948 here?

2949 But I would say my directive and the directive
2950 that I always received from my contacts at CMS was all of
2951 this ladder back to overall CMS initiatives. And they did
2952 use the Administrator as a spokesperson for that, just given
2953 she was the highest level and had the most media interest.
2954 So --

2955 Q. Okay. And that document, the executive
2956 visibility proposal, do you remember seeing it?

2957 A. Yeah, I remember seeing versions of it. Yeah.

2958 Q. Okay. Did you make any edits to it or anything
2959 like that?

2960 A. No, I didn't edit it. But -- that I recall, but
2961 I definitely was copied on -- I was copied on the emails with
2962 that document.

2963 Q. Do you know if was Pam Stevens' idea to create
2964 it, or did someone else direct her to do it?

2965 A. I don't know, yeah.

2966 Q. Did you ever talk to her about it?

2967 A. About if somebody had directed her to do it or
2968 about the document?

2969 Q. No, the goal of the document?

2970 A. Yeah, we would have -- I mean, we would have
2971 conversations like -- again, like as part of in those
2972 brainstorming sessions that I talked about earlier, like, you
2973 know, that -- some of those ideas would come up. And so, you
2974 know, we would talk about it as a group certainly, yeah.

2975 Q. I just want to go quickly -- let's go to 1894. I
2976 know earlier we touched on some of the press strategy, or
2977 actually, Ms. Vance mentioned some of the press strategy and
2978 use of certain media outlets. Just going to -- this is
2979 Exhibit 9. This is a document Bates stamped CR 1894.

2980 A. Okay.

2981 Q. It appears to be an email from --

2982 A. Oh, am I supposed to get --

2983 Q. -- Benjamin Kenney to a group of individuals --
2984 Pam Stevens, Marcus Barlow, you, Danielle Hagen, Brady
2985 Brookes, Mimi Toomey, Kelly DiNicolo, and Brittney
2986 Manchester, dated October 26, 2018. Do you remember this?

2987 A. I don't remember this specifically, but --

2988 Q. Feel free to take a look.

2989 A. Yeah, let me just take a quick look.

2990 (Exhibit No. 9 was marked for identification.)

2991 (Pause.)

2992 BY MS. GASPAR:

2993 Q. So, first of all, let's just go through who is
2994 copied on this email.

2995 A. Sure.

2996 Q. First of all, who is Benjamin Kenney?

2997 A. He -- I don't know his exact title, but he is
2998 with CMS and worked at the HHS D.C. office.

2999 Q. Which office was he in?

3000 A. I think he was OA. And he was a -- he was a
3001 comms guy. He worked mostly on comms stuff.

3002 Q. Mimi Toomey, who is she?

3003 A. Mimi also is CMS. There was a group. They were
3004 called -- I think it's called like ICMS or something, and so
3005 it's like Integrated Communications, and so I think that
3006 falls under Office of Communications. And she was in that

3007 group.

3008 Q. How about Kelly DiNicolo?

3009 A. Kelly was in Media Relations Group.

3010 Q. Is that separate from the communications office,
3011 or is that part of it?

3012 A. I believe -- so it sits within the D.C. HHS
3013 office, but I think, technically, it's under the Office of
3014 Communications umbrella.

3015 Q. Okay. And finally, Brittney Manchester?

3016 A. Brittney Manchester also was -- she wasn't like
3017 comms. She was more like I think she was in charge of her
3018 speeches and like speaking engagements and like special
3019 projects. So, but I think she also was Office of
3020 Communications.

3021 Q. Okay. Sorry, and who is [REDACTED] who is
3022 copied here?

3023 A. Oh, that's like Pam's assistant maybe.

3024 Q. Okay.

3025 A. Yeah.

3026 Q. Okay. So just looking at the email, the
3027 October 24th 3:00 p.m. email here.

3028 A. Sure.

3029 Q. The subject is "This is the follow-up document I
3030 sent on September 20th after our meeting with the women's mag
3031 editors." Do you see that?

3032 A. No, sorry. Am I looking at the wrong?

3033 Ms. Marple. Yeah. Here, the subject matter.

3034 Ms. Kojcsich. Oh, the subject matter. Yes.

3035 Yep, sorry.

3036 BY MS. GASPAR:

3037 Q. Well, so I'm referring to the lower one just
3038 because it's from Pam Stevens. So this references a meeting
3039 with the women's magazine editors. What's that meeting?

3040 A. So I believe this is September, October -- oh.
3041 So in September, the Administrator went to -- had a trip to
3042 New York and as part of that met with media outlets. I don't
3043 know which ones off the top of my head, but I believe it was
3044 some -- I believe it was some women's magazines.

3045 Q. Well, like --

3046 A. I'm not actually really sure. So I don't --
3047 yeah.

3048 Q. It sounds like it from the email.

3049 A. Yeah, yeah.

3050 Q. Okay. Do you recall any discussions about
3051 focusing on women's magazines as a media strategy?

3052 A. Yeah. No, I think that, you know, a lot of
3053 women's magazines, you know, their target demo -- it depends
3054 on who they are. But like the Redbooks and the Preventions
3055 of the world skew a little bit older. And so I think for,
3056 you know, that was a media outlet that CMS hadn't really

3057 focused on in the past, and I think that for some of the
3058 initiatives, you know, that did come up as one of the outlets
3059 that, you know, they might want to explore.

3060 Q. And do you know whose idea it was to explore
3061 those outlets?

3062 A. I don't. I know Pam had relationships with them,
3063 but I don't know whose idea it was.

3064 Q. Was that part of Pam's experience? Was that part
3065 of her sort of expertise as a media relations person?

3066 A. I think so.

3067 Q. Was it your understanding that that was the
3068 reason that Pam Stevens was brought in, to focus on those
3069 kinds of outlets?

3070 A. No, I don't think exclusively because she
3071 certainly had media contacts outside of that. But you know,
3072 those were certainly part of her, you know, Rolodexes of
3073 media.

3074 Q. And this says if you look at Pam's email below,
3075 "These are topics we can expand or lead on in different areas
3076 of SV's accomplishments and plans for CMS." She references
3077 "plans for CMS," but she also references "areas of SV's
3078 accomplishments." What do you understand that to refer to?

3079 A. How I understood that is, again, looking at as
3080 we're promoting CMS initiatives and what was important for
3081 the agency. You know, having a list of kind of what those

3082 are, and you know, we have to turn to CMS for what their
3083 priorities are and like what their -- what the initiatives
3084 are that they want to promote.

3085 Q. Okay. Did you have the sense that it was
3086 important to tell Seema Verma's personal story as part of the
3087 overall goals?

3088 A. Me, personally?

3089 Q. Was that your understanding that was an important
3090 part of the strategy?

3091 A. I think in some ways. I think for some of the
3092 media outlets that are not as, you know, hard-hitting news,
3093 you know, that is some of the stuff that they're interested
3094 in. You know, it's personal stories and, you know, why --
3095 you know, why do you do what you do kind of thing? And so I
3096 wouldn't say that it was like a major focus, but it was
3097 something that was being prepared as, you know, they're
3098 talking to these guys.

3099 Q. Do you have a sense of who sort of conceived of
3100 that as part of the strategy?

3101 A. I don't.

3102 Q. Okay. Let's move on to some of the events that
3103 took place.

3104 A. Sure.

3105 Q. We touched on this a little bit before, but where
3106 did the ideas for events generally originate? You said it

3107 was a mix, right?

3108 A. So what do you mean by events? Like the trips or
3109 --

3110 Q. Trips, yeah.

3111 A. Okay. So my understanding is that a lot of these
3112 trips were already on her calendar, and again, like, you
3113 know, they would typically plan them out, you know? I wasn't
3114 like really involved in this, but say like a month out. And
3115 then they would have discussions, as I had mentioned, kind of
3116 with the regions, you know, with the contractors, with CMS
3117 staff of, you know, how to kind of build out that day based
3118 on, you know, maybe one or two commitments that she already
3119 had. So --

3120 Q. Do you remember a trip, I think this was fairly
3121 early on in this contract, but it was to York, Pennsylvania.
3122 Do you remember that one?

3123 A. I do. I wasn't as involved in that particular
3124 trip. So I'm not as familiar with the details, but yeah, I
3125 do -- I was involved in that.

3126 Q. Okay. I do want to look at a document from that
3127 trip in a minute, but which trips do you remember as being
3128 more involved in?

3129 A. Oh, I mean, there are a lot.

3130 Q. Okay.

3131 A. I mean, there was probably, I don't know, you

3132 know, 10, 15 over the course of everything. So without
3133 seeing like a list in front of me, it's hard for me to say
3134 like, oh, yeah, that was a good one. But the York one,
3135 again, I remember having conversations on it. I just wasn't
3136 as involved as maybe some of the other ones.

3137 Q. Okay. Let's just pull out this will be
3138 Exhibit 10. Is that right? Yes. It's CR 840, an October --
3139 this is -- well, it's actually a schedule.

3140 So this seems to be the schedule from an
3141 October 19, 2018, trip to York, Pennsylvania.

3142 A. Yep.

3143 Q. This is the order in which it was produced to us.
3144 It looks like the schedule is first, but then the email
3145 attaching it comes at the end. There is on page 844, there
3146 is a Thursday, October 18th email that says, "Finally, our
3147 Pennsylvania schedule attached." So take a second, look it
3148 over, and we can chat a bit.

3149 A. Sure, great. Thank you.

3150 (Exhibit No. 10 was marked for identification.)

3151 (Pause.)

3152 Ms. Kojcsich. Okay.

3153 BY MS. GASPAR:

3154 Q. Let's start with the first page of the document.
3155 I just want to take a look at this, key traveling staff
3156 contact info list.

3157 A. Sure.

3158 Q. So it looks like there's one, two, three, four,
3159 five, six, seven people listed here. Let's just talk through
3160 their roles to the extent you know.

3161 A. Sure.

3162 Q. So what would Ben Kenney's role have been on this
3163 trip?

3164 A. Ben would have probably been one of her like
3165 comms staffers or just like more of like a senior staffer
3166 that would go with her, travel with her.

3167 Q. Okay. How about Emma Boone?

3168 A. Emma Boone was I think her title was like special
3169 assistant. So she was like her assistant --

3170 Q. From? Okay.

3171 A. -- from CMS. Yeah, sorry.

3172 Q. And was Ben in the Office of Communications or
3173 Office of the Administrator?

3174 A. I believe he's Office of the Administrator.

3175 Q. And Debbie Feierman?

3176 A. I don't know her name, but I believe just based
3177 on it's listed here, she was part of the Region 3 office,
3178 which is Pennsylvania.

3179 Q. Okay. So I take it then that Lorraine Ryan would
3180 also have been a regional office staff member?

3181 A. Yeah, Lorraine Ryan was also a regional staffer,

3182 yep.

3183 Q. Okay. Marcus Barlow, who we've talked about a
3184 lot.

3185 A. Yeah.

3186 Q. What would his role have been on this trip or
3187 maybe in traveling with her in general?

3188 A. Yeah. I mean, Marcus didn't go on a ton of trips
3189 with her. But --

3190 Ms. Marple. Did or did not?

3191 Ms. Kojcsich. Did not, yeah. He did not go on a
3192 ton of trips with her. I think it was -- I'm just trying to
3193 think. But again, he would have -- he would have been
3194 another kind of senior comms person on the trip.

3195 BY MS. GASPAR:

3196 Q. Okay. And then [REDACTED] is someone from
3197 Porter Novelli. What would his role have been?

3198 A. So [REDACTED], in that particular instance, would have
3199 been kind of like advance for media.

3200 Q. Okay.

3201 A. [REDACTED] didn't end up going, just because the media
3202 pulled out at the last minute, and so we didn't want to send
3203 somebody if there wasn't a role for them.

3204 Q. And then, finally, Maggie Mulvaney from Nahigian
3205 Strategies. She's listed here as the driver. Would she have
3206 had another role as well?

3207 A. Yeah. So she didn't work for Nahigian
3208 Strategies.

3209 Q. Oh, okay.

3210 A. She -- my understanding is -- so when we would do
3211 different trips, again Nahigian would run point on kind of
3212 advance and logistics. And with advance guys and/or women,
3213 they would be pulled in depending on the event and the
3214 availability. So, you know, they typically have, you know,
3215 two advance people to, you know, go ahead to the location.

3216 And then I believe in this instance, I think she
3217 was just pulled in as a driver. I think this is maybe one of
3218 the only trips she ever went on, but I'm not really -- I
3219 don't know that for certain.

3220 Q. So her role would just have been as a driver?
3221 She wouldn't have had any other function?

3222 A. Correct, yeah.

3223 Q. Okay. And it also lists, if you then go -- if
3224 you move ahead to page 3 here, CR 842 at the bottom of the
3225 page.

3226 A. Yep.

3227 Q. It lists Taylor Mason as advance.

3228 A. Yep.

3229 Q. Would Taylor have also attended?

3230 A. Yes. Yes, he would have attended as an advance
3231 person. And his main job, too, was again going ahead, you

3232 know, greeting the staff, you know, when she got there,
3233 letting her know where to go, all that kind of stuff.

3234 Q. And it looks like -- so just sort of looking at
3235 the schedule for this trip, so it looks like the first stop
3236 at 10:00 a.m. is the Village at Sprenkle Drive open
3237 enrollment event. So would this have been an event organized
3238 by your or Nahigian, or would this have been like an existing
3239 event that she attended?

3240 A. So this would either be I don't believe we --
3241 again, I'm not as familiar with how all the events came to be
3242 for this particular trip. But in general, we would work
3243 really closely with the regional offices to, you know, pull
3244 together, you know, it may have been an existing event. It
3245 may be something where they say, you know, we have a really
3246 great relationship with, you know, this senior center. You
3247 know, they'd love to have you come and talk about open
3248 enrollment or, you know, whatever other topic. So --

3249 Q. And then there is a media availability listed
3250 after that, although I think you said that media didn't --
3251 not end up attending?

3252 A. Mm-hmm, yeah.

3253 Q. So that was planned, but apparently did not
3254 happen.

3255 A. Yeah, exactly.

3256 Q. And then, following that, there is a visit to an

3257 assisted living welcome center. Would that have been
3258 something that you would have added on? Not you
3259 individually, but sort of the team planning her appearances.
3260 Would that have been an add-on?

3261 A. Yeah. Between the CMS -- you know, between the
3262 CMS team and the regional offices. Again, it could have been
3263 something that was added on as while you're here, we'd love
3264 for you to meet with these guys, or it might have been an
3265 existing -- an event. That's typically how those kind of got
3266 scuttled out.

3267 Q. Okay. Actually, yeah. So there's -- okay, let's
3268 move to a trip, another trip the same month. There was a
3269 trip to Indianapolis. I think you went on that trip?

3270 A. I did go on that trip. That was my first time to
3271 Indianapolis.

3272 Q. Okay. So tell me about that trip. What did it
3273 cover?

3274 A. Do you guys have this trip schedule?

3275 Q. I do.

3276 A. Okay.

3277 Q. Just a second. But just before we get to that,
3278 what do you remember from it?

3279 A. Indianapolis. So she did -- she spoke at Purdue
3280 University at like a Health 100 or, you know, something,
3281 where she was interviewed by I think the president of the

3282 university. And so she did some media around that, and that
3283 was -- my role there was to, you know, wrangle the media.

3284 And she had another speaking engagement --
3285 without seeing it in front of me, I don't remember exactly
3286 what it was. But there was something that was more in I
3287 think it was a senior center. She went to a senior center in
3288 the morning I think to talk about maybe open enrollment, met
3289 with the media there, and then went out to the Purdue
3290 University for the event that she had there.

3291 Q. Okay. So I do have this. This is Exhibit 11,
3292 CR 1539. That is the schedule for this event. So feel free
3293 to take a second and look at it there.

3294 A. Sure, great.

3295 (Exhibit No. 11 was marked for identification.)

3296 Ms. Gaspar. I should say this appears to be a
3297 draft of the schedule. I'm not sure if this is the final
3298 schedule.

3299 Ms. Kojcsich. Yeah, things would change like
3300 literally up until like the morning of. So this was one
3301 version at some point.

3302 BY MS. GASPAR:

3303 Q. So it looks like -- so I mean, you remember
3304 attending the event. Oh, you are listed on page 1540.

3305 A. Yes.

3306 Q. It looks like Amy Hennessy. So that sounds like

3307 another regional CMS employee?

3308 A. Yep. Yep.

3309 Q. And then, okay, Emma Boone and Ben Kenney --

3310 A. Yep.

3311 Q. -- both attended. Do you remember what their
3312 particular roles were in attending the event?

3313 A. So Ben was sort of her senior staffer. And then
3314 Emma is, again, kind of personal assistant, special -- you
3315 know, would help her with her scheduling and stuff like that.
3316 She usually -- Emma would usually travel with her. So --

3317 Q. And did anyone else attend? Anyone that wasn't
3318 on this list, as far as you recall?

3319 A. Not that I can recall, yeah.

3320 Q. Just turning the page, there is a driver listed,
3321 Zach Lamb. Is that somebody from CMS, or could that have
3322 been an outside driver?

3323 A. I think that was an outside driver, yeah.

3324 Q. Okay.

3325 A. Typically, the drivers wouldn't be a CMS staffer.
3326 It would be part of like the larger Nahigian, you know, kind
3327 of they sort of had a pool of advance people that they would
3328 tap into. Some of the people like Taylor, for example, was
3329 an employee, but if they needed other people outside of that,
3330 they would tap into them. I think that's the category Zach
3331 falls into.

3332 Q. Got it. And then if you look over on page 1543,
3333 there is a name here for advance, Nina Bishop. Do you know
3334 who that is?

3335 A. 1543. Yes.

3336 Q. Who is that?

3337 A. She was another advance person.

3338 Q. Was she a Nahigian employee or sort of a similar
3339 arrangement?

3340 A. She was a similar arrangement, yeah.

3341 Q. Good. Do you, by any chance, know how those
3342 employees of Nahigian billed for their work, how they charged
3343 for their work or were paid?

3344 A. I don't know, no. Yeah, I'm sorry.

3345 Q. So I want to move on to one more event.

3346 A. Okay.

3347 Q. There was a planned trip to Los Angeles and Santa
3348 Clara in January 2019. Do you remember this?

3349 A. Yep.

3350 Q. Did that event happen?

3351 A. It did not.

3352 Q. Okay.

3353 A. It got canceled because it was right when the
3354 Government shutdown happened. So there was a lot of work
3355 that was put into it, but it was -- ultimately did not
3356 happen.

3357 Q. We'll put out the itinerary for the planned
3358 event.

3359 A. Yeah.

3360 Q. This will be Exhibit 12, and it's CR 1528.

3361 (Exhibit No. 12 was marked to identification.)

3362 Ms. Kojcsich. You can hand that to me because we
3363 could switch.

3364 (Laughter.)

3365 BY MS. GASPAR:

3366 Q. So who was involved in planning this trip? It
3367 sounds like you were one of the individuals involved.

3368 A. Yeah, I was involved in it. Again, for all of
3369 the trips, it generally was again sort of a team
3370 collaborative effort. Like for pretty much every trip that
3371 happened, there would be calls. I mean, not daily, but
3372 almost daily. Just because the schedule would change like so
3373 many times, and so many people owned different parts of it,
3374 right?

3375 So like if Pam was owning the media portion, and
3376 you know, the regions were trying to book extra -- you know,
3377 had other things that were happening or, you know, the
3378 speechwriters were involved. So there was a lot of people
3379 that were involved.

3380 Q. So one of the items that is listed here is a
3381 "getting to know you" visit to something called Girlboss.

3382 What is Girlboss?

3383 A. I'm not super familiar with Girlboss.

3384 Q. Okay.

3385 A. I think it's like a media organization. I'm not
3386 super familiar with it, though.

3387 Q. Do you remember what the goals were of that
3388 visit?

3389 A. Not particularly for this specific one. But
3390 again, she would do a series, like so she would have, you
3391 know, there would be like kind of on the record interviews
3392 when she would go to certain events. And then also there
3393 were kind of a series of I guess you can call them "getting
3394 to know" where, you know, she would sit down with media or
3395 organizations and just kind of give an off the record isn't
3396 the right term, but just like kind of maybe background on,
3397 you know, the priorities of CMS and kind of what people were
3398 working on.

3399 And I think that that was one of those -- that
3400 was one of those organizations.

3401 Q. And it looks like both Marcus Barlow and Pam
3402 Stevens were scheduled to attend this trip. Though
3403 obviously, that didn't end up happening.

3404 A. Yep.

3405 Q. Okay. Was that common for both of them to travel
3406 with her?

3407 A. No. As I said before, Pam would travel with her
3408 for media, you know? And especially, too, like if they're
3409 her contacts, you know, she would want to be involved just
3410 because, you know, people are -- you know, she has that
3411 relationship. And as I said, Marcus would travel on a
3412 handful of trips, like as needed. You know, if -- but he
3413 didn't go on every trip.

3414 Q. So moving on from events --

3415 A. Sure.

3416 Q. -- I understand that part of the work that Porter
3417 Novelli did was monitoring social media. Was that something
3418 that you started doing just under this contract, or had that
3419 been done previously?

3420 A. Yeah. We -- we have done that for a while. So -
3421 -

3422 Q. For CMS?

3423 A. For CMS, yeah. We helped them with their
3424 Facebook, Twitter. Those are the two main handles.

3425 Q. Is it just the Administrator's handle, or do you
3426 help them with any other handles as well?

3427 A. Yeah. We help them with the Administrator handle
3428 and the Medicare handle.

3429 Q. Just those two. Do you know if they have others
3430 or if they use others?

3431 A. I think they do have others. I don't know what

3432 all of them are, but those are the ones that we helped with.

3433 Q. What are the goals in your work in helping them
3434 with that? What are the objectives?

3435 A. So for the Medicare handles, we would help them
3436 develop content. They have a social media team. It's really
3437 small. So we would collaborate with them on things that they
3438 would need our help with, like, you know, they would create
3439 some content. We would create some content. Then we would
3440 talk with them about what was needed and what they needed.

3441 We also would do like reports on trends like, you
3442 know, engagement or, you know, new followers, you know? That
3443 kind of overall like engagement reporting for the different
3444 handles.

3445 Q. You said that they have a small team. How many
3446 people are, as far as you know, designated to work on social
3447 media at CMS?

3448 A. So there are two main people that we -- that we
3449 would interact with. So --

3450 Q. And I think you talked about the goals of the
3451 Medicare handle. What about the Administrator's handle? Was
3452 that different?

3453 A. I think the same people were still involved, but
3454 again, I'm not sure like exactly who would handle that. I
3455 think it was handled slightly different from in terms of like
3456 who -- because, I mean, I don't think she was like tweeting

3457 from her handle. But I actually don't know that for sure.

3458 So --

3459 Q. Did you monitor traffic from -- did Porter

3460 Novelli monitor traffic from both of those handles?

3461 A. I believe so. We certainly did for the

3462 Administrator's handle.

3463 Q. And you're not -- do you know if you also

3464 monitored traffic for the Medicare handle?

3465 A. Yeah, we have.

3466 Q. On a regular basis?

3467 A. Like once a month.

3468 Q. Okay. Do you remember how often you administered

3469 or you monitored traffic for the Administrator's handle?

3470 A. I don't. But probably similar, like, you know,

3471 once or twice a month.

3472 Q. Let me just pull out 1671. Got it. Yeah. So

3473 this will be Exhibit 13. This is just a -- we'll pass it

3474 around first.

3475 (Exhibit No. 13 was marked for identification.)

3476 Ms. Kojcsich. We got a system going, Jennifer.

3477 BY MS. GASPAR:

3478 Q. Okay. So this appears to be -- that's dated

3479 October 15, 2018.

3480 A. Okay.

3481 Q. That's a weekly Twitter report --

3482 A. Yep.

3483 Q. -- for Administrator Verma. So this seems to be
3484 focused on the Administrator's handle only. Do you see that?

3485 A. What's that?

3486 Q. Feel free to take a look at it.

3487 A. Yeah, yeah.

3488 Q. But I'm just -- does this appear that this is
3489 focused on monitoring the Administrator's handle only?

3490 A. Yes.

3491 Q. And on the second page, there is a tracking of
3492 follower growth, and that appears to be for the
3493 Administrator's handle specifically, right?

3494 A. Correct.

3495 Q. So was a similar work product created for the
3496 other handle?

3497 A. I don't know. I don't work on the social media
3498 team. So I know we do work for them. I don't know if it's
3499 this exact thing.

3500 Q. Would that work be under your other -- your open
3501 enrollment contract? It wouldn't be under this project?

3502 A. Correct.

3503 Q. Okay. So this monitoring was specifically part
3504 of this contract?

3505 A. Correct. So, and it does look like this was a
3506 weekly report, yeah.

3507 Q. And it looks like one person at Porter Novelli
3508 was responsible for doing this tracking. Is that right?

3509 A. There was a couple folks. But yeah, [REDACTED] was
3510 in charge of sending it through.

3511 Q. I see.

3512 A. Yeah.

3513 Q. So other people worked on the actual --

3514 A. Yeah, and there's a lot of analytics and that
3515 kind of stuff.

3516 Q. And content development as well?

3517 A. So we didn't really do a lot of content
3518 development for the Administrator's handle. It was more of
3519 the monitoring side of things. The content development is
3520 for our other social work.

3521 Q. Got it. Okay. So did the Administrator's office
3522 develop the content for the Administrator's handle?

3523 A. Yes, to my knowledge.

3524 Ms. Gaspar. Okay. Let's go off the record.

3525 (Off the record at 3:04 p.m.)

3526 (on the record at 3:05 p.m.)

3527 BY MS. GASPAR:

3528 Q. So I want to switch gears and talk about billing.

3529 A. Okay.

3530 Q. So how does Porter Novelli require you to bill
3531 your clients or to charge your clients?

3532 A. So that's kind of a loaded question because that
3533 depends on the contract. And then I'll also just say, too,
3534 that's not my area of expertise. So we have a separate
3535 billing team, a separate contract team. So I will try to be
3536 as helpful as possible in this area. It's just not always my
3537 area of expertise. So I don't want to say anything that's
3538 incorrect.

3539 Q. Understood. But so we can talk about generally -
3540 -

3541 A. Sure.

3542 Q. -- but then specifically for this client, you
3543 must do something to account for the time that you spend on
3544 it and how much they should be charged. Is that fair to say?

3545 A. Sure, yeah. So we have timesheets that we do,
3546 and we enter in -- you know, for Porter Novelli staff, we
3547 enter in our time on a daily basis. And you know, that goes
3548 into the ether and is into the system, which is then, you
3549 know, generated to the client.

3550 Q. So Porter Novelli has a time management system,
3551 like a software that you --

3552 A. Exactly. Exactly.

3553 Ms. Marple. Let her finish.

3554 Ms. Kojcsich. I'm sorry.

3555 BY MS. GASPAR:

3556 Q. Do you know what the name of the software is? Is

3557 there a shorthand of it, what you use to enter your time?

3558 A. I think it's called PeopleSoft.

3559 Q. Okay. So you go into PeopleSoft on a daily basis
3560 and put in your time for each client. And do you --

3561 Court Reporter. Is that a yes?

3562 Ms. Kojcsich. Yes. Sorry.

3563 BY MS. GASPAR:

3564 Q. This might depend on the client, but is there a
3565 set metric? Do you usually count your time by the hour, by
3566 tenths, quarters? How does it work?

3567 A. Yeah, I think it's by to the 15 minutes maybe or
3568 25 minutes? Yeah, we have a quarter. Yeah.

3569 Q. Okay. Quarter, 15 minutes. And is that -- was
3570 that the case or is that the case for all of your CMS
3571 accounts?

3572 A. Yes.

3573 Q. And it's your practice to enter your time on a
3574 daily basis?

3575 A. Correct.

3576 Q. When you put time in, what kind of information do
3577 you have to put in? I'm assuming you have to put in some
3578 sort of client code and the amount, but do you have to add
3579 descriptors or task codes, or what else goes into the system?

3580 A. Yeah. We just give a general sense of what we
3581 did. So descriptors.

3582 Q. And do you have to -- and this is specific for
3583 CMS, do you have to break out the time entries by task, or do
3584 you just enter the total amount for the day and then
3585 everything you did that day sort of in a bulk entry?

3586 A. It depends on the contract. We have done it both
3587 ways.

3588 Q. Okay. For CMS even?

3589 A. Yeah.

3590 Q. How about for the August 2018 project we've been
3591 focusing on? How was that time entered?

3592 A. It was one code, and we put the descriptors in.

3593 Q. And it was just a bulk entry for the day.

3594 A. Uh-huh.

3595 Court Reporter. Is that a yes?

3596 Ms. Kojcsich. Yes. "Uh-huh" is not an official
3597 answer?

3598 BY MS. GASPAR:

3599 Q. Do you know if independent contractors of Porter
3600 Novelli enter time the same way?

3601 A. I'm not as familiar with that process. Again, it
3602 also depends. So --

3603 Q. Do you know if -- so presumably in the
3604 independent contractor context, Porter Novelli charges the
3605 ultimate client for its independent contractor's time. Is
3606 that your understanding?

3607 A. Yes.

3608 Q. In other words, it's listed right next to yours,
3609 basically? Kendra's time and then Pam Stevens' time listed
3610 together in the invoice?

3611 A. Yes, that would be my understanding.

3612 Q. So do you know how Porter Novelli gets Pam
3613 Stevens' time recorded, hypothetically?

3614 A. I don't. I'm not as familiar with how the
3615 independent contractors are entered.

3616 Q. Okay. You don't know one way or another if she
3617 has access to the same system or if she submits her time some
3618 other way?

3619 A. Yeah. I don't know.

3620 Q. Okay. Fair enough. So sort of along those
3621 lines, I want to look at a few of the invoices from the
3622 strategic communications services project.

3623 A. Sure.

3624 Ms. Gaspar. So let's go to October 2018, which I
3625 think is voucher 2. So this will be Exhibit 13?

3626 Ms. Dhindsa. Fourteen.

3627 Ms. Gaspar. Fourteen. Okay.

3628 (Exhibit No. 14 was marked for identification.)

3629 BY MS. GASPAR:

3630 Q. This is a document Bates stamped PAL-CMS-0000115,
3631 Exhibit 14. Did you typically review invoices -- do you

3632 typically review invoices for clients?

3633 A. I have reviewed them, but I don't -- like I'm not
3634 like the approver of invoices. Like I'll look at them from
3635 time to time, but it's not like I go over in detail.

3636 Q. Do you know if you had reviewed this invoice?

3637 A. I don't know.

3638 (Pause.)

3639 Q. And feel free to look it over, but I want to look
3640 at page 5 for a second.

3641 A. Sure.

3642 Q. Whenever you're ready.

3643 A. I am ready.

3644 Q. Okay. So there is -- this is a page that's
3645 titled "Schedule A Labor." There appears to be a list of
3646 Porter Novelli employees and contractors who entered time for
3647 the month. So we went over a number of these names before,
3648 but there are a few names on the list that were not on the
3649 previous -- previous list from the contract, and I just want
3650 to ask you if there are anyone else on this list you haven't
3651 already discussed was an independent contractor? In other
3652 words, not an employee of Porter Novelli.

3653 A. I think everyone else is.

3654 Q. Okay. And then I want to just direct you to the
3655 entry, Marcus Barlow's entry for the month. So he has
3656 240 hours listed. Do you -- this is for the October 1st to

3657 October 31st time period, as it says on the top. Do you have
3658 a sense of what he was doing that month? That seems like a
3659 fairly big number.

3660 A. Yeah. So what I can say, and again, this isn't
3661 my area of expertise --

3662 Q. Sure.

3663 A. -- and I'm not familiar with like how everything
3664 ends up where it ends up. But what I do know is that for
3665 independent contractors, oftentimes this time reflected isn't
3666 the time that's billed in the month. So, you know, it could
3667 be, you know, he would submit an invoice, and it -- there's a
3668 little bit of a back lag by the time it gets to the invoice.
3669 So while this may be listed at 240 for October, it may
3670 encompass a couple months' worth of work, and that's, you
3671 know, for whatever hold-up. You know, invoices don't go out
3672 at the same time every single month for a variety of reasons.
3673 So certainly, I don't know for certain, but this
3674 likely is time from September and October, yeah.

3675 Q. Got it.

3676 A. It could be. I don't know for certain, but that
3677 is likely my sense, given what I'm looking at.

3678 Q. And you don't know what information he was giving
3679 Porter Novelli to sort of generate this?

3680 A. Yeah. That would be a contracts and billing,
3681 finance team question.

3682 Q. Would Laura be the right person to ask, or who
3683 would be the right person?

3684 A. Yeah, Laura would be point on that.

3685 Q. She would know the information about how Marcus'
3686 time came through?

3687 A. Yes.

3688 Q. Okay. I also want to direct you to the last page
3689 of this document. This is -- it's page 13, and it's titled
3690 "Activity Report October 2018." It seems to be an overall
3691 summary of the work that was done that month.

3692 A. Yep.

3693 Q. Okay. Is this sort of the only description that
3694 CMS got in writing, you know, reflecting the work that was
3695 done under the contract as far as you know?

3696 A. Yeah, as far as I know. We would supply this on
3697 a monthly basis.

3698 Q. Did you write these?

3699 A. No, I didn't write these.

3700 Q. Do you know who did?

3701 A. I don't know.

3702 (Pause.)

3703 Q. There was work performed between January 31st and
3704 the end of -- the time the contract was paused in April.
3705 Correct? So you worked on this contract in February and
3706 March of 2019, this year, right?

3707 A. Yes.

3708 Q. Do you know if CMS was billed for -- has been
3709 billed for any of the time that was -- work that was
3710 performed in those months?

3711 A. I believe so.

3712 Q. You believe that they have been billed?

3713 A. Yes.

3714 Q. Do you know for sure?

3715 A. I'm not 100 percent sure.

3716 Q. Okay. Who would be responsible for getting bills
3717 to CMS and back? Or would have been at that time, for those
3718 couple of months.

3719 A. Laura Wotycha.

3720 Q. Okay. And is she still at Porter Novelli?

3721 A. She is not.

3722 Q. When did she leave?

3723 A. August of 20 -- August of this year.

3724 Q. Okay. So she would know what happened to bills
3725 from the end of this contract?

3726 A. Yeah. I mean, I can't speak for her, but she
3727 would be responsible for that, yeah.

3728 Q. Actually, let's talk about that for a second. So
3729 the contract was terminated or it was at least paused on
3730 April 3, 2019. And Porter Novelli, is it your understanding
3731 that Porter Novelli received a stop work order from CMS?

3732 A. Yes.

3733 Q. Have you seen that document before?

3734 A. I believe so. Yeah. I was made aware of it. I
3735 don't know if I've read it, but I was made aware of it, of
3736 the stop order.

3737 Q. And what instructions were you given on that at
3738 that time?

3739 A. Our instructions were to pause all work under
3740 this contract and to instruct all of our subcontractors and
3741 independent contractors to also do the same.

3742 Q. And I take it that that happened?

3743 A. Yes.

3744 Q. Have you done any work under the contract since?

3745 A. No.

3746 Q. Are you aware of anyone at Porter Novelli who
3747 has?

3748 A. No.

3749 Q. Okay. Have you seen a copy of the May 2, 2019,
3750 request from this committee as well as other committees of
3751 the House and Senate to Porter Novelli for documents and
3752 information?

3753 A. I'm aware that it was sent, but I don't know if
3754 I'm super familiar with all of the content that's in it.

3755 Q. My question for you is whether you participated
3756 in the -- in any search or collection of documents pursuant

3757 to the request?

3758 A. No. That was handled by IT and a separate team.

3759 Q. Did -- and I don't want to hear about any
3760 conversations you've had with your lawyer.

3761 A. Sure.

3762 Q. Did you talk to anyone about looking for
3763 responsive documents, where they should look and so forth?

3764 A. If anyone came to me and said, "I have a question
3765 on this document," you know, I would get back to them. But I
3766 wasn't in charge of pulling together the documents. That was
3767 a separate team.

3768 Q. Okay. Okay.

3769 A. Yeah.

3770 Q. You didn't pull together your own documents at
3771 all?

3772 A. No.

3773 Q. Okay. How did you primarily communicate with
3774 the subcontractors who worked on this project? Was it by
3775 email, phone, text message, all of the above?

3776 A. It was a combination of our phone calls and
3777 emails.

3778 Q. Did you -- did you text them as well? Was that a
3779 mode of communication you would have used?

3780 A. It was more -- it was more phone calls. You
3781 know, if we were on the ground maybe, you know, we might --

3782 we might text. But it was really primarily phone and email.

3783 Q. How about CMS employees?

3784 A. Oh, phone and email.

3785 Q. So I take it that all Porter Novelli employees
3786 have email addresses that end in "@porternovelli.com." Is
3787 that right?

3788 A. Mm-hmm.

3789 Q. Are independent contractors ever given Porter
3790 Novelli email addresses?

3791 A. Sometimes.

3792 Q. Do you know if any were in this case?

3793 A. I don't think so, but I'm not sure.

3794 Q. Does Porter Novelli maintain a repository of work
3795 product for its clients? Like, for example, if there are
3796 speeches or ultimate articles that are published or anything
3797 like that, do you sort of have a filing system where you keep
3798 that all in one place physically, electronically, or whatnot?

3799 A. Not every single solitary thing. Again, the
3800 stuff that our Porter Novelli staff handle, yes. But not --
3801 like I don't have a copy of every speech that was ever
3802 developed, as an example.

3803 Q. But if you wanted to pull together the work
3804 product that was performed for a specific contract, you would
3805 have a file or the company would have a file where at least a
3806 substantial amount of it is kept sort of all together?

3807 A. Yeah, in most cases.

3808 Q. Just going back to what we were talking about a
3809 while ago, the sort of negotiation period about this
3810 contract.

3811 A. Sure.

3812 Q. Did you ever have the sense that there was any --
3813 anyone at CMS who disagreed with the use of independent
3814 contractors for this -- for this project or any other
3815 project, really?

3816 A. No. I mean, not that I was aware of.

3817 Q. Nobody ever expressed that to you?

3818 A. No.

3819 Q. Okay. Nobody ever said that independent
3820 contractors shouldn't be used or objected to?

3821 A. No.

3822 Q. Okay. Did anyone ever raise concerns about it to
3823 you at that time or any time during the performance of the
3824 contract?

3825 A. No.

3826 Q. Okay. How about the earlier -- the earlier
3827 contract, the -- I'm forgetting what you were calling it
3828 before, the local --

3829 A. Listening.

3830 Q. Yeah, listening tour?

3831 A. No.

3832 Q. Okay. And then, so much earlier today, we were
3833 talking about whether the listening tour and then the
3834 strategic communications project were the only projects that
3835 you've worked on for the Office of the Administrator. So I
3836 just want to double check on that. I know we had a little
3837 bit of lack of clarity on the question.

3838 A. Yeah, sorry about that. I just wasn't sure,
3839 yeah.

3840 Q. No, that's fine. Were there other projects for
3841 the Office of the Administrator? And I'm thinking like
3842 umbrella projects with specific goals that you can think of.

3843 A. So are you talking like the extent of our time
3844 that we've ever worked with CMS or just since Administrator
3845 Verma has been in --

3846 Q. Since Administrator Verma has been in office.

3847 A. Yeah, because I would say to answer both, like
3848 again, yes, we had, you know, projects that we would work on
3849 that would come out of that. And then previously under other
3850 administrations, we would also have projects that involved
3851 the Administrator in various ways. So --

3852 Ms. Gaspar. Okay. Let's go off the record.

3853 (Off the record at 3:23 p.m.)

3854 (On the record at 3:33 p.m.)

3855 BY MS. VANCE:

3856 Q. So, so far today, we've been, of course,

3857 discussing two particular projects that Porter Novelli
3858 assisted on for CMS. You, in the last hour, the last stint
3859 of time, said that only those two projects were the only ones
3860 that were specific to Administrator Verma. What about other
3861 previous CMS Administrators that Porter Novelli was
3862 contracted to assist in promoting initiatives at the agency?

3863 A. Yeah. So they weren't initiative -- well, they
3864 were initiatives, per se. We worked a little bit with
3865 Interim Administrator Andy Slavitt when he was in office.
3866 Are you in office? Is that officially what you say?

3867 That's the only -- gosh, now I'm like who was the
3868 Administrator before him? And there may have been one or two
3869 others. Again, like I haven't worked on CMS like my entire
3870 career since we've had the contracts, but I know like that
3871 particular one, we were working with him on I don't remember
3872 the specifics, but I think it was a video project around a
3873 specific initiative that they had.

3874 Q. So fairly regular to be specific to an
3875 Administrator at CMS?

3876 A. Yeah. I mean, we definitely did it -- we
3877 certainly did that, you know, throughout, you know, the years
3878 that we've, you know, been working with CMS.

3879 Q. And I think that brings me to my last question.
3880 Given that, were you surprised by some of the scrutiny that's
3881 been -- that this contract has become a point of inquiry,

3882 whether the IG is reaching out, congressional entities?

3883 A. Yeah. I think, you know, for me, I have worked
3884 at Porter Novelli my whole career, worked on Government
3885 contracts for quite a while. And this is certainly the first
3886 time that there's been any scrutiny under any of our
3887 contracts in this way. So, yeah, I mean, it has not been
3888 easy because, you know, I'm just trying to do my job and
3889 deliver the best work that I can for my client. And so,
3890 yeah.

3891 Q. Leading up to the April 3rd stop work order, did
3892 you have any sense that it would come to that, that there
3893 would be questions raised? Did anything --

3894 A. No. Yeah, again, this is the first time that
3895 I've had to go through anything like this. So first time, as
3896 I said, sitting down with all of you fine people for, you
3897 know? But kind of happy to help and answer questions. Just,
3898 you know, given the work that we did, and so --

3899 Ms. Vance. We certainly appreciate your
3900 cooperation, your time today, and your team. I thank you
3901 guys, and I don't have any other questions. So I'll go off
3902 the record.

3903 Ms. Kojcsich. Great.

3904 (Off the record at 3:37 p.m.)

3905 (On the record at 3:38 p.m.)

3906 (Exhibit No. 15 was marked for identification.)

3907 BY MS. GASPAR:

3908 Q. Back on the record, and we just passed around
3909 Exhibit 15, which is PAL-CMS-0000108. It appears to be an
3910 invoice that was prepared on October 16, 2018, for work
3911 performed from September 15th through September 30, 2018.

3912 A. Okay.

3913 Q. Does that seem right to you?

3914 A. Sure.

3915 Q. Okay. I want to -- feel free to take your time
3916 to look it over, but I want to go to page 5 again. This is
3917 the Schedule A Waiver for Work Performed in that half of
3918 September --

3919 A. Okay.

3920 Q. -- in which this contract was active. Earlier,
3921 we were looking at an October invoice where, if you recall,
3922 Marcus Barlow had entered 240 hours. This is a September
3923 invoice for -- where Marcus Barlow seems to have entered
3924 80 hours for the half of September.

3925 So I think earlier, you were suggesting that
3926 perhaps the 240 hours that Marcus Barlow entered in October
3927 was -- could have accounted for work in September.

3928 A. Or a different month. So -- sorry, I'll let you
3929 finish your question.

3930 Q. Okay. So, well, could it have been for earlier
3931 or later work?

3932 A. Yeah. So, again, without having the background
3933 in front of me --

3934 Q. Okay.

3935 A. -- there are times where, again, I don't know
3936 what the date of the other --

3937 Q. Let's pull up that. Let's pull up the October
3938 invoice. It's Bates number 115.

3939 Voice. Exhibit 14.

3940 BY MS. GASPAR:

3941 Q. Exhibit 14. And this was prepared on
3942 November 25th, and the front page of the invoice says it's
3943 for work -- seems to indicate that it's for work connected
3944 from October 1st through October 31, 2018.

3945 A. Okay.

3946 Q. And then again on page 5, there's 240 hours
3947 listed next to Marcus Barlow.

3948 A. Yeah. So, and again, I'm not the expert on the
3949 billing things. But there are cases where -- so like if this
3950 went out in November, for example, and you know, Marcus had
3951 submitted an invoice for early in November, we could put that
3952 on the October invoice. So that it -- I'm not explaining
3953 this really correctly. But it basically can account for time
3954 before or after whenever the actual invoice would be sent to
3955 the client.

3956 And that, my understanding is that you can do

3957 that for independent contractors, but then also like out-of-
3958 pockets, for example. Like if we were working on a, you
3959 know, production thing or something like that and the invoice
3960 came in either later or earlier, that it could go out in
3961 those invoices. So, again, I don't know the specifics of
3962 like this breakdown, but it -- I know that there are
3963 possibilities and where that can happen.

3964 Q. So --

3965 A. I don't know if I explained that right. Sorry.

3966 Q. Well, first of all, where did you -- how have you
3967 come to that understanding of how the invoicing works at
3968 Porter Novelli?

3969 A. In talking with Laura Wotycha. So, again, I'm
3970 not in the weeds on the invoicing process, but I know that,
3971 you know, there are scenarios in which hours, you know, are
3972 either before or after, depending on when the invoice is
3973 submitted.

3974 Q. Okay. Do you know if the client gets notified
3975 under those circumstances of the hours actually being for a
3976 different month than is reflected on the invoice?

3977 A. I don't know that.

3978 Q. Okay. And if I wanted to understand that process
3979 better, Laura is the best person to talk to?

3980 A. Correct.

3981 Q. Anyone else?

3982 A. Laura is really the -- would be the best person.

3983 Q. Could I just ask you whether there is another
3984 possibility here, which is that Marcus Barlow didn't, in
3985 fact, work 240 hours in October?

3986 A. I don't know without looking at the backup.

3987 Q. Well, I guess, based on the work that you
3988 observed going on at that time, does that seem likely? Did
3989 that seem reasonable given the scope of his responsibilities?

3990 A. I mean, I think he was almost full time on this
3991 project. So, you know, it is likely that he, you know, could
3992 bill through hours. And again, you bill through the hours
3993 that you work, and that's, you know, what we charge CMS.

3994 Q. Do you charge for travel time as well? Would
3995 this -- would this include travel time?

3996 A. I'm not sure.

3997 Q. Okay. Do you personally charge for travel time?

3998 A. I personally don't.

3999 Q. Okay.

4000 A. Well, I mean, it depends. Yeah. Like if you're
4001 working while traveling, then yes, and that's typically what
4002 I do to try to be the most efficient.

4003 Q. Okay. I think earlier, we were talking about how
4004 often Marcus was at the Office of the Administrator -- or
4005 sorry, at CMS, and you said that he seemed to spend a lot of
4006 time onsite. Was it your sense that he worked directly with

4007 folks from the Office of the Administrator?

4008 A. Yeah, I mean, he certainly was in meetings with
4009 them. I mean, that was part of, you know, part of the
4010 statement of work here was to support -- you know, it was to
4011 support initiatives under CMS in the Office of the
4012 Administrator. So there would be times where, yeah, he
4013 would, you know, be writing speeches, things like that, as I
4014 mentioned before, for those purposes.

4015 Q. Did he sit with them?

4016 A. I think he sat in the Office of Communications,
4017 but I'm not actually sure.

4018 Q. Do you -- do you know if any of -- whether Marcus
4019 Barlow or any of the other independent contractors received
4020 directions from personnel in the Office of the Administrator
4021 directly?

4022 A. I don't know.

4023 Q. Is it possible that they had side conversations
4024 that wouldn't have involved you?

4025 A. I don't know.

4026 Q. Was it your sense that they were in direct
4027 contact?

4028 A. I mean, I can only, you know, speak to what
4029 they've talked to me about. So I don't know.

4030 Q. Okay. And the meetings that you described
4031 before, the sort of general strategy planning meeting, was

4032 Brady Brookes generally present for those?

4033 A. No. She'd be in some, but she generally wasn't
4034 in most of them.

4035 Q. Was it your practice to include her on emails
4036 about plans and so forth?

4037 A. I don't know if I always -- like there would be
4038 some emails that she would be copied into as awareness. But
4039 I typically didn't send things directly to Brady.

4040 Q. Okay. And then just going back one more time to
4041 the contracts that have been -- that have come from the
4042 Office of the Administrator. So it's your understanding that
4043 the strategic communications project was on behalf of the
4044 Office of the Administrator. Correct?

4045 A. What do you mean by that? Like --

4046 Q. Like the plans for it came from the Office of the
4047 Administrator, and the work was being conducted on behalf of
4048 the Office of the Administrator?

4049 A. Yeah. My understanding, again from my
4050 conversations with Chris Koepke and others in Office of
4051 Communications, is that's where I was getting my direction
4052 from. I'm not -- you know, we have emails and things like
4053 that, but I never had a conversation with them that they are
4054 getting direction from the Office of the Administrator. So I
4055 can only speak to like what they were telling me.

4056 Q. But I just want to -- I just want to clarify. So

4057 to distinguish this contract, the strategic communications
4058 project in which the work was very much focused on what the
4059 Administrator was doing, and the listening tour, do you agree
4060 that the listening tour was also focused on the Administrator
4061 sort of being out there and her presence and what her actions
4062 were? Is that fair to say?

4063 A. Yeah. I mean, I think, again, it was always
4064 positioned to us in collaboration with all of the initiatives
4065 of overall CMS. So that's how I always interpreted it, but -
4066 -

4067 Q. Were these two projects -- could they be
4068 distinguished from the other projects that you've done for
4069 CMS because based on the fact that they had more focus on the
4070 role of the Administrator?

4071 A. I would say, generally, the types of overall work
4072 that we did for this were still similar things that we did
4073 for other contracts, right? Like media relations and, you
4074 know, pulling together messaging and, you know, documents.
4075 The travel part was something new, but the general sense of
4076 the comms stuff was, again, we've done that for other
4077 contracts.

4078 So I'm sorry. I've lost the original question,
4079 but I don't -- I don't think it was vastly different other
4080 than, you know, we personally had not, you know, worked with
4081 the office in that level before. But you know, all of the

4082 contracts that we get are different in scope. So, again, at
4083 the time, none of that was anything that, you know, our team
4084 -- it was just sort of a new opportunity, I guess, as we were
4085 thinking about it.

4086 Q. Okay. Yeah, I just wanted to clarify. Because I
4087 think earlier you said that Administrators had been involved
4088 in previous contracts in various ways. But these two
4089 contracts marked sort of a different level of focus on the
4090 Administrator and her sort of centrality to the programs. Is
4091 that fair to say?

4092 A. Yeah. I mean, definitely there was more
4093 involvement of the Administrator in the work that we did for
4094 those contracts.

4095 Q. Okay. And these are the -- these two contracts
4096 stand apart in that way. You haven't done any other work
4097 that sort of had the Administrator, media appearances for the
4098 Administrator and that sort of thing as sort of the central
4099 part of the contract?

4100 A. I mean, we did. I mean, like certainly we had
4101 worked with previous Administrators before in media
4102 opportunities, like media tours and stuff like that. So,
4103 again, I'm hesitant to say absolutes because there certainly
4104 were other times that we would do it. But that's kind of --
4105 I think that's what I would say.

4106 Q. Okay. But the Office of the Administrator, other

4107 than these two, you don't recall the Office of the
4108 Administrator asking, coming to the Department of
4109 Communications and then coming to you specifically to engage
4110 you on a specific project? You being Porter Novelli.

4111 A. Yeah. I mean, I'm not sure. At least -- yeah, I
4112 mean, there are other people throughout all of our tenure
4113 that that might have happened. So I can't speak on that
4114 behalf, but I know just for me, personally.

4115 Q. What I'm -- all I'm trying to do --

4116 A. Yeah.

4117 Q. -- is I want to make sure we're not missing
4118 another contract that sort of was similar in scope to this
4119 that --

4120 A. Okay.

4121 Q. -- you know, that I like know we would want to
4122 learn about.

4123 A. Okay.

4124 Q. There's no sort of like third contract that --

4125 A. I understand.

4126 Q. -- happened earlier that pairs with the listening
4127 tour that sort of seemed to involve the same people, the same
4128 sort of work, and so forth?

4129 A. Yeah. I just think like, yeah, through, you
4130 know, work that we've done before, like we would engage an
4131 Administrator again like to be a spokesperson for open

4132 enrollment or something like that.

4133 Q. Sure.

4134 A. So, so that in that sense, yeah, we would be
4135 involved. But certainly, this, you know, was this involved
4136 the Administrator more. How about that?

4137 Q. Okay. And that's limited to these two?

4138 A. I think so, yes.

4139 Ms. Gaspar. Okay. Okay. No further questions.

4140 We can go off the record.

4141 (Whereupon, at 3:51 p.m., the interview was

4142 concluded.)

4143

4144 CERTIFICATE OF INTERVIEWEE

4145

4146 I hereby certify that I have read and examined the foregoing
4147 transcript, and the same is a true and accurate record of the
4148 testimony given by me. Any additions or corrections that I
4149 feel are necessary I will attach on a separate sheet of paper
4150 to the original transcript.

4151

4152

4153

Signature of Deponent

4154

4155 I hereby certify that the individual representing
4156 himself/herself to be the above-named individual appeared
4157 before me this ____ day of _____, 2019, and executed
4158 the above certificate in my presence.

4159

4160

4161

NOTARY PUBLIC IN AND FOR

4162

4163

4164

County Name

4165

4166 MY COMMISSION EXPIRES: _____

July 15, 2020

VIA ELECTRONIC MAIL

Jennifer Gaspar
Committee on Oversight and Reform
Democratic Staff
U.S. House of Representatives
Washington, DC 20515

Re: Errata for Interview Transcript of Kendra Kojcsich

Dear Ms. Gaspar:

Thank you for the opportunity to review the transcript of the Committee's interview of Kendra Kojcsich. We request that any use of the transcript, particularly any citation to the referenced line numbers below, include a copy of this letter in order to accurately present the voluntary testimony that was provided.

As a preliminary matter, it is crucial to note that many of Ms. Kojcsich's responses are transcribed as beginning with the word "Yeah." This word is almost never a substantive response to the question asked, but rather an acknowledgement by Ms. Kojcsich that she has heard the question and is ready to provide a response. The initial "Yeah" conversational response should not be cited as providing an answer to the preceding question.

In addition, we note that in the format of a voluntary interview, Ms. Kojcsich was presented with the same questions several times throughout her multi-hour interview. In particular, we note that Ms. Kojcsich was asked repeatedly about which CMS office gave her instructions under the relevant contracts, and she repeatedly responded that she received instruction from the CMS Office of Communication, as established by the citations in the errata below.

Specific errata:

- Line 99. Transcription of response is "Happy to,"
 Should be changed to "Happy to help you out."
- Line 1350 Transcript of response is "how can we get side"
 Should be changed to "how can we get outside"

Ms. Jennifer Gaspar

July 15, 2020

Page 2

- Line 2104 Transcript of response “projects through”
Should be changed to “projects up to”
- Line 2377 Transcript of response should not contain a question mark
- Line 2653 The question regarding the hiring of Marcus Barlow contains facts that are contradicted by testimony throughout the interview (Lines 1614, 1642, 1710, 1645), and cannot be cited or relied upon as accurately reflecting the witness’ testimony.
- Line 3193 Transcript of response is “he would have been”
Should be changed to “there would have been”
- Line 3917 Transcript of response contains the word “waiver”
Should be changed to “labor”
- Line 4133 The questions regarding which division inside CMS provided instruction to the witness under the relevant contract is asked repeatedly elsewhere
Any citation for substantive response should refer to the following responses to the same question: L419; L795-96; L819-821; L1124; L2195; L2259-2267; L (Office of Communications gave instructions to witness).

Please let us know if you have any questions about this errata and feedback from our review of the transcript.

Sincerely,



Pamela J. Marple



ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER: 08/31/2018
 2. CONTRACT NO. (If any): HHSM-500-2011-000281
 6. SHIP TO: 1 43

3. ORDER NO.: 75FCMC18F0001
 4. REQUISITION/REFERENCE NO.: OC-393-2018-0191
 a. NAME OF CONSIGNEE: Not Applicable

5. ISSUING OFFICE (Address correspondence to): CMS, OAGM, AGS, DBSC
 7500 SECURITY BLVD., MS: B3-30-03
 BALTIMORE MD 21244-1850
 b. STREET ADDRESS
 c. CITY
 d. STATE
 e. ZIP CODE

7. TO: LAURA WOPYCHA
 a. NAME OF CONTRACTOR: Porter Novelli Public Services, Inc.
 b. COMPANY NAME

8. TYPE OF ORDER
 a. PURCHASE
 b. DELIVERY
 REFERENCE YOUR:
 Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
 Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA
 10. REQUISITIONING OFFICE: Office of Communications

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
 a. SMALL
 b. OTHER THAN SMALL
 c. DISADVANTAGED
 d. WOMEN-OWNED
 e. HUBZone
 f. SERVICE-DISABLED VETERAN-OWNED
 g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM
 h. EDWOSB
 12. F.O.B. POINT

13. PLACE OF: a. INSPECTION Destination, b. ACCEPTANCE Destination
 14. GOVERNMENT BAL. NO.
 15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date): 08/31/2019
 16. DISCOUNT TERMS

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Tax ID Number: [REDACTED] DUNS Number: [REDACTED] Pursuant to the Terms and Conditions of Contract HHSM-500-2011-000281, the Contractor shall provide Strategic Communications Services in accordance with Continued ...					

18. SHIPPING POINT
 19. GROSS SHIPPING WEIGHT
 20. INVOICE NO.
 21. MAIL INVOICE TO:
 a. NAME: DHHS, CMS, OFM, AMG
 b. STREET ADDRESS (or P.O. Box): Div. of Financial Operations, P.O. Box 7520
 c. CITY: Baltimore
 d. STATE: MD
 e. ZIP CODE: 21207-0520
 Amount: \$2,249,952.00
 17(b) TOTAL (Cont. pages)
 17(d) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature): Heather M. Robertson -S
 Digitally signed by Heather M. Robertson -S
 Date: 2018.08.31 08:48:39 -0400
 23. NAME (Typed): HEATHER ROBERTSON
 TITLE: CONTRACTING/ORDERING OFFICER

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER

CONTRACT NO.

NHSM-500-2011-000281

ORDER NO.

75F0MC18R0001

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>the attached Statement of Work (SOW). Funds in the amount of \$2,249,952.00 are provided to perform the tasks in the attached SOW and are allocated on a Time and Materials basis. See Pages 3-43.</p> <p>Please see the following attachment: Attachment 1 -Statement of Work with Schedule of Deliverables Attachment 2 -Contractor Business Ethics Compliance Program Attachment 3 -Personal Conflicts of Interest Financial Disclosure Req Identifier: P CAN Number: 5996933 Appropriation: 7580511 Object Class: 25235 Component ID: 203 Fiscal Year: 18 Project #: 001441 Sequence #: 009 Period of Performance: 09/15/2018 to 08/31/2019</p> <p>Strategic Communications Services</p>				2,249,952.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(f))

\$2,249,952.00

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2008)
Prescribed by GSA FAR (48 CFR) 53.213(f)

CR 00520

NOTE: Only those contract sections which differ from the Umbrella IDIQ contract terms and conditions, or provide more detailed information specific to this particular Task Order, are provided below. For those contract sections not identified below, all terms and conditions of the Umbrella IDIQ contract remain in effect.

SECTION B-SUPPLIES/SERVICES

B.1 Brief Description of Services

The purpose of this task order is to obtain technical professional services for the development of an agency wide *Strategic Communications Plan* in support of CMS' overall goals, objectives and initiatives.

B.5 Schedule of Services

The contractor has the right to adjust the amount of labor hours between labor categories and between labor and non-labor elements as long as the contractor stays within the T&M NTE Ceiling amount of \$2,249,952.00.

CLIN / SLIN #	Description	PSC	Accounting Classification	Unit of Measure	Quantity	Estimated Cost	Period of Performance
0001	<i>Strategic Communications Services</i>	R426	CAN-5996933	Dollars	\$2,249,952.00	\$2,249,952.00	September 15, 2018 – August 31, 2019

Strategic Communications Services (awarded)

<i>COST ELEMENT</i>	<i>Name</i>	<i>RATE</i>	<i>HRS.</i>	<i>AMOUNT</i>
Partner	Pam Stevens	\$310.33	660	\$204,817.80
Senior Vice President	Joanna Korschak	\$231.17	1,300	\$300,521.00
Senior Vice President	Eric Rosenberg	\$231.17	500	\$115,585.00
Senior Vice President	Eric Bearse	\$231.17	500	\$115,585.00
Senior Vice President	Marcus Barlow	\$231.17	1,840	\$425,352.80
Vice President	Kendra Kojosich	\$209.21	1,100	\$230,131.00
Account Manager		\$157.19	1,100	\$172,909.00
Account Supervisor		\$147.95	200	\$29,590.00
Account Supervisor		\$147.95	200	\$29,590.00
Senior Account Executive		\$138.70	740	\$102,638.00
Assistant Account Executive		\$95.74	1,040	\$99,569.60
Account Coordinator		\$67.59	0	\$0.00
<i>Subtotal</i>			<i>9,180.00</i>	<i>\$1,826,289.20</i>
<i>Other Direct Costs (ODC's)</i>				<i>\$373,205.90</i>
<i>Indirect Costs on ODCs</i>				<i>\$50,456.43</i>
<i>ODCs + Indirect Costs</i>				<i>\$423,662.33</i>
<i>T&M Not to Exceed Total</i>				<i>\$2,249,952.00*</i>

*Rounded

Travel and Other Direct Costs shall be reimbursed at actual costs incurred in accordance with 52.212-4, Alt. I and the Federal Travel Regulation as applicable.

B.6 Type of Order

This is a time and materials (T&M) task order.

B.8 Period of Performance

The period of performance for this task order is September 15, 2018 through August 31, 2019.

B.14(B) PAYMENTS – VOUCHERS - Time & Materials/Labor Hour Contracts (OCT 2015)

- a. **GENERAL:** The Contractor shall submit to the Government a voucher or Standard Form 1034, Public Voucher for Purchases and Services Other Than Personal, for payment in accordance with the instructions below.
- b. **METHOD OF PAYMENT:** CMS shall only make an electronic payment for reimbursement of voucher submissions in accordance with FAR 52.232-33, Payments by Electronic Funds Transfer – System for Award Management. In order to receive payments, the contractor shall register in the System for Award Management (SAM) database, in accordance with FAR 52.204-7, System for Award Management.

ADDRESS CHANGES: The contractor shall notify CMS' Division of Accounting Operations of all banking and address changes in SAM via the following email address: [REDACTED]

c. CONTENT OF VOUCHER - Vouchers shall include, at a minimum:

- Contractor's name and address
- Contractor's Tax Identification Number (TIN)
- Contractor's DUNS Number
- Voucher Number to include the designation of the Contract Payment Category Type as follows:
 - o Contract Payment Category Type **II**

INVOICE/VOUCHER REVIEW/APPROVAL PROCESSING TIME FRAMES	
	TYPE II
TEAM MEMBER	All Other Contracts (No \$ Limit)
OFM/DAO	14 Days
COR	8 Days
CS/CO	8 Days
Total Processing Time	30 Days

- Contract and Order Number, as applicable;
- Contract line item number and/or Subcontract line item number;
- Description, quantity, unit of measure, unit price and extended price/cost of the items actually delivered or services rendered, i.e., Labor category and labor hours x labor rate = total direct labor dollars, subcontractor costs, travel, other direct costs, overhead rate(s), etc.;
- Shipping and payment terms;
- Terms of any discount for prompt payment offered;
- Other substantiating documentation or information as required by the contract;
- Name, title, phone number and complete mailing address of responsible official to whom payment is to be sent;
- Name, title, phone number of person to notified in the event of a defective voucher; and,
- Period of performance for delivery date of goods or services provided.

d. **MAILINGS:** Vouchers shall be submitted as follows:

4. **ELECTRONIC MAIL:** The contractor shall submit an electronic copy of the voucher to both of the following individuals:

- Contract Specialist – [REDACTED] and
- COR – [REDACTED]

5. **REGULAR MAIL:** An original hard copy of the voucher shall be submitted to the address below:

Department of Health & Human Services
 Centers for Medicare & Medicaid Services
 OFM/Division of Accounting Operations
 P.O. Box 7520
 Baltimore, MD 21207-0520

6. **OVERNIGHT MAIL:** If the contractor chooses to use an overnight mail carrier, the original hard copy of the voucher shall be submitted to the address below:

Department of Health & Human Services
Centers for Medicare & Medicaid Services
OFM/Division of Accounting Operations
7500 Security Boulevard/Mailstop: C3-11-03
Baltimore, MD 21244-1850

- e. **PAYMENTS:** The Government shall make payments on all vouchers in accordance with –

- FAR 52.212-4, Contract Terms and Conditions – Commercial Items. (if applicable),
- FAR 52.216-7, Allowable Cost & Payment (*not applicable to commercial items and labor-hour contracts*),
- FAR 52.232-1, Payments, and
- FAR 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts

upon acceptance by the Contracting Officer's Representative (COR) of the required supplies/services in accordance with the applicable FAR Inspection and Acceptance clause and the Contracting Officer's approval.

Reimbursement for vouchers submitted under this contract shall be made not later than thirty (30) calendar days after receipt of an acceptable voucher from the Contractor at the paying office designated above. Any discrepancies determined as a result of the audit could delay the processing of the voucher and may result in the voucher being returned to the Contractor for corrections.

f. INTEREST ON OVERDUE PAYMENT

The Prompt Payment Act, Public Law 97-177 (96 Stat.85.31 U.S.C. 1801) is applicable to payments under this contract and requires the payment of interest on payments made more than 30 calendar days after receipt of an voucher by the Division of Accounting Operations.

Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

B.16 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) / ALTERNATE CONTRACTING OFFICER'S REPRESENTATIVE (ALT COR)

(a) The Contracting Officer has designated **Matthew Aiken** as the COR for this contract.

(b) The duties of the COR are limited to the following:

- (1) Monitoring of the contract from a programmatic standpoint; and
 - (2) Technical guidance which is within the scope of the contract as written.
- (c) In the event your organization receives guidance from other than the Contracting Officer and such guidance is considered beyond or outside the scope of the contract, then the Contracting Officer must be contacted in writing immediately for the authority to proceed. Any guidance relative to this contract which is determined by the Contracting Officer to be beyond or outside the scope of this contract as written shall not be binding on the Government unless and until ratified in writing by a modification to this contract by the Contracting Officer.
- (d) Unless and until the Contracting Officer determines the guidance is within the scope of this contract and modifies same, vouchers may not be submitted for work already performed.

B.18 GOVERNMENT REPRESENTATIVES & RESPONSIBILITIES (JUL 2016)

Following are the Government Representatives and their respective roles and responsibilities on this contract:

a. Contracting Officer

As defined in Federal Acquisition Regulation (FAR) 2.101, Definitions, and in accordance with FAR 1.602-1, Authority, "Contracting officers have authority to enter into, administer, and/or terminate contracts and make related determinations and findings." There is no other authorized representative or any other Administrative Contracting Officer assigned to this contract to carry out a Contracting Officer's duties, except for technical direction assigned to the Contracting Officer's Representative, if applicable.

The Contracting Officer is:

Centers for Medicare and Medicaid Services
7500 Security Blvd.
ATTN: Ms. Heather Robertson
Mailstop: [REDACTED]
Baltimore, MD 21244-1850
Email: [REDACTED]
Phone: [REDACTED]

a. Contract Specialist

Notwithstanding any of the other provisions of this Contract, the Contract Specialist will assist the Contracting Officer with his/her responsibilities as defined in the FAR.

The Contract Specialist is:

Centers for Medicare and Medicaid Services
7500 Security Blvd.
ATTN: Ms. Lauren Teal
Mailstop: [REDACTED]
Baltimore, MD 21244-1850
Email: [REDACTED]
Phone: [REDACTED]

a. Contracting Officer's Representative

The Contracting Officer's Representative (COR), as defined in FAR 2.101, Definitions, is:

Centers for Medicare and Medicaid Services
7500 Security Blvd.
ATTN: Matthew Aiken
Mailstop: [REDACTED]
Baltimore, MD 21244-1850
Email: [REDACTED]
Phone: [REDACTED]

In accordance with FAR 1.602-2(d), Responsibilities, the COR's delegated responsibilities are identified in the Contracting Officer's appointment memorandum, a copy of which will be furnished to the contractor.

Technical direction must be within the general scope of the work stated in the contract. The term "technical direction" is defined to include, without limitation, the following:

- (1) Directions to the Contractor which direct the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual technical requirements as identified in the Statement of Work or Performance Work Statement; or
- (2) Provision of information to the Contractor, which assists in the interpretation of drawings, specifications, or technical portions of the work description.

The COR does not have the authority to:

1. Make changes to contract terms and conditions;
2. Direct the contractor to perform work or make deliveries not specifically required under the contract;
3. Waive or relax the Government's rights with regard to the Contractor's compliance with the specifications, price, delivery or any other terms or conditions of the contract;

4. Make any commitments or approve any actions that would create any financial obligation on the part of the Government; or
5. Issue direction that constitutes a "change" as defined in:
 - FAR 52.243-1, Changes – Fixed Price;
 - FAR 52.243-2, Changes – Cost Reimbursement;
 - FAR 52.243-3, Changes – Time and Material and Labor Hour;
 - FAR 52.243-4, Changes; or,
 - FAR 52.243-5, Changes and Changed Conditions.

All technical direction shall be issued in writing by the COR or, if issued verbally, shall be confirmed in writing by the COR within five (5) business days after issuance. The Contractor shall proceed promptly with the performance of technical direction duly issued by the COR within the scope of his/her authority.

If, in the opinion of the Contractor, any instruction or direction issued by a Government representative constitutes a change to the contract or constitutes a "Change Order" as defined in FAR 2.101, Definitions, the Contractor shall follow the instructions identified in FAR 52.243-7 Notification of Changes.

SECTION C CONTRACT CLAUSES

**C.2 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL
ITEMS (MAY 2015) - ALTERNATE I (MAY 2014)**

(a) *Inspection/Acceptance.* (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [Insert portion of labor rate attributable to profit.]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may-

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by

reference. As used in this clause-

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) Materials means-

(A) Direct materials, including supplies transferred between divisions, subsidiaries; or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: N/A; and

(E) Indirect costs specifically provided for in this clause.

(iv) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably

possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government

waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payments.* (1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(l) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in

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advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor-

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall-

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect

costs will not be reimbursed.

- (1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause:

Phone, fax, copies
Media Monitoring

- (2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price:

Indirect Cost Payment Schedule		
Period	Period	Amount Due
1	September 2018	\$4,204.70
2	October 2018	\$4,204.70
3	November 2018	\$4,204.70
4	December 2018	\$4,204.70
5	January 2019	\$4,204.70
6	February 2019	\$4,204.70
7	March 2019	\$4,204.70
8	April 2019	\$4,204.70
9	May 2019	\$4,204.70
10	June 2019	\$4,204.70
11	July 2019	\$4,204.70
12	August 2019	\$4,204.70
TOTAL:		\$50,456.43

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the

Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment-

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost-

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final Decisions.* The Contracting Officer will issue a final decision as required by 33.211 if-

(A) The Contracting Officer and the Contractor are unable to

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reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following

completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the

contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i) Payments of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (a)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *System for Award Management (SAM)* (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) *Unauthorized Obligations.* (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

**C.2 ADDENDA TO 52.212-4 CONTRACT TERMS AND CONDITIONS –
COMMERCIAL ITEMS (MAY 2015)**

***Department of Health and Human Services Acquisition Regulations (HHSAR)
Clauses Incorporated by Reference***

**HHSAR 352.239-74 ELECTRONIC INFORMATION AND TECHNOLOGY
ACCESSIBILITY (DEC 2015)**

(a) Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all electronic and information technology (EIT) supplies and services developed, acquired, or maintained under this contract or order must comply with the "Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR part 1194. Information about Section 508 is available at <http://www.hhs.gov/web/508>. The complete text of Section 508 Final Provisions can be accessed at <http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards>.

(b) The Section 508 accessibility standards applicable to this contract or order are identified in the Statement of Work or Specification or Performance Work Statement. The contractor must provide any necessary updates to the submitted HHS Product Assessment Template(s) at the end of each contract or order exceeding the simplified acquisition threshold (see FAR 2.101) when the contract or order duration is one year or less. If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(c) The Section 508 accessibility standards not applicable to this task order are:

- Chapter 4 Hardware
- Chapter 5 Software

Therefore, all remaining standards apply.

(d) In the event of a modification(s) to this contract or order, which adds new EIT supplies or services or revises the type of, or specifications for, supplies or services, the Contracting Officer may require that the contractor submit a completed HHS Section 508 Product Assessment Template and any other additional information necessary to assist the Government in determining that the EIT supplies or services conform to Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found under Section 508 policy on the HHS website: (<http://www.hhs.gov/web/508>). If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(e) If this is an Indefinite Delivery contract, a Blanket Purchase Agreement or a Basic Ordering

Agreement, the task/delivery order requests that include EIT supplies or services will define the specifications and accessibility standards for the order. In those cases, the Contractor may be required to provide a completed HHS Section 508 Product Assessment Template and any other additional information necessary to assist the Government in determining that the EIT supplies or services conform to Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found at <http://www.hhs.gov/web/508>. If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the provided documentation, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

C.17 Subcontract Consent

(a) To facilitate the review of a proposed subcontract by the Contracting Officer's Representative (COR) and the Contracting Officer, the Contractor shall submit the information required by the FAR Clause 52.244-2 entitled, "Subcontracts" to the Contracting Officer. The Contracting Officer shall review the request for subcontract approval and the COR's recommendation and advise the Contractor of his/her decision to consent to or dissent from the proposed subcontract, in writing.

(b) Consent is hereby given to issue the following subcontract(s): N/A

C.23 352.237-75 Key Personnel (DEC 2015)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to diverting any of the specified individuals to other programs or contracts (or as soon as possible, if an individual must be replaced, for example, as a result of leaving the employ of the Contractor), the Contractor shall notify the Contracting Officer and shall submit comprehensive justification for the diversion or replacement request (including proposed substitutions for key personnel) to permit evaluation by the Government of the impact on performance under this contract. The Contractor shall not divert or otherwise replace any key personnel without the written consent of the Contracting Officer. The Government may modify the contract to add or delete key personnel at the request of the contractor or Government.

The following individuals are considered key personnel under this task order:

Kendra Kojesish- Project Director
[REDACTED] Account Manager

C.33 CMS Information Security (APR 2013)

All CMS information shall be protected from unauthorized access, use, disclosure, duplication, modification, diversion, or destruction, whether accidental or intentional, in order to maintain the security, confidentiality, integrity, and availability of such information. Therefore, if this contract requires the contractor to provide services (both commercial and non-commercial) for Federal Information/Data, to include any of the following requirements:

- Process any Information/Data; or
- Store any Information/Data (includes "Cloud" computing services); or
- Facilitate the transport of Information/Data; or
- Host/maintain Information/Data (including software and/or infrastructure developer/maintainers); or
- Have access to, or use of, Personally Identifiable Information (PII), including instances of remote access to, or physical removal of, such information beyond agency premises or control,

The contractor shall become and remain compliant with the requirements set forth at the CMS Information Security website at <https://www.cms.gov/Research-Statistics-Data-and-Systems/CMS-Information-Technology/InformationSecurity/Info-Security-Library-Items/CMS-Information-Security-Contract-Clause-Provision.html>. The requirements cover all CMS contracts and associated deliverables, which are required on a "per contractor" basis.

The contractor shall ensure that the following Federal information security standards are met for all of its CMS contracts:

- **Federal Information Security Management Act (FISMA)** – FISMA information can be found at <http://csrc.nist.gov/groups/SMA/fisma/index.html>. FISMA requires each Federal agency to develop, document, and implement an agency-wide program to provide information security for the information and information systems that support the operations and assets of the agency, including those provided or managed by another agency, contractor, or other source; and,
- **Federal Risk and Authorization Management Program (FedRAMP)** – FedRAMP information can be found at <http://www.gsa.gov/portal/category/102371>. The FedRAMP is a government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services.

The Contractor shall include in all awarded subcontracts the FISMA/FedRAMP compliance requirements set forth at the CMS Information Security website at <https://www.cms.gov/Research-Statistics-Data-and-Systems/CMS-Information-Technology/InformationSecurity/Info-Security-Library-Items/CMS-Information-Security-Contract-Clause-Provision.html>.

C.45 Open Government Proactive Pre- Disclosure Notification (OCT 2013)

In order to reduce the administrative burden of responding to Freedom of Information Act (FOIA) requests for high visibility/high public interest contracts throughout contract administration, the Contractor shall submit its review of the awarded contract (and contract modifications, if requested) for FOIA disclosure exemptions within thirty (30) calendar days of contract award. The review will substantiate "... Trade secrets and commercial or financial information obtained from a person and privileged or confidential ..." information, in accordance with 5 U.S.C. §552 FOIA, Exemption (b)(4), which could reasonably be expected to cause substantial competitive harm.

Submissions: The Contractor shall submit one (1) Compact Disc (CD) or Digital Video Disc (DVD) with all 5 U.S.C. §552 FOIA, Exemption (b)(4), "...Trade Secrets, Commercial or Financial Information Which is Privileged or Confidential..." otherwise known as public release/non-Confidential Business Information (non-CBI), with the information identified as follows:

- a. **CBI Highlighted Copy of Contract:** One copy of the contract with all CBI highlighted for CMS FOIA review.
- b. **Contractor Proposed Redacted Public Release Copy of Contract:** An additional copy of the contract will be provided for public release with all the identified information redacted. Redactions shall be made using "black" boxes, which cannot be removed or uncovered by a reader.
- c. **Pre-Disclosure Concerns - Comments/Rationale for Non-Disclosure of Trade Secrets, Commercial or Financial Information Which is Privileged or Confidential:** The Contractor shall provide, in a separate file, rationale for why disclosure of "...Trade Secrets, Commercial or Financial Information Which is Privileged or Confidential..." would cause the Contractor organization substantial competitive harm if disclosed to other entities. Rationale shall be provided for each individual recommended redaction. Generalized conclusions of competitive harm are not a sufficient basis for the CMS FOIA office to invoke the exemption and thereby protect the Contractor's interest.

All CD/DVDs shall be mailed to the CMS FOIA Officer (address below) within thirty (30) calendar days of contract award and within thirty (30) calendar days of a CMS request, i.e. existing or modified contracts. All CD/DVD files shall be submitted as Portable Document Format (.pdf) files.

CD/DVD and File Naming Conventions: The Contractor shall name the CD/DVD with the Contract Number and utilize the following CD/DVD file naming conventions:

HHSM-500-2013-xxxxxx – Highlighted
HHSM-500-2013-xxxxxx – Redacted
HHSM-500-2013-xxxxxx – Pre-Disclosure Concerns

CD/DVD shall be mailed to the CMS FOIA Officer at:

Centers for Medicare & Medicaid Services
Freedom of Information Act Office
ATTN: CMS FOIA Officer
Mailstop: N2-20-16
7500 Security Boulevard
Baltimore, MD 21244-1850

Copy-- Correspondence Only (No CD/DVD):
Contracting Officer
Contracting Officer's Representative (COR)

It should be noted that the CMS FOIA Office makes the final determination as to what

information is released to the public, after considering any feedback from OAGM and/or the Contractor.

C.46 Post Award Business Ethics, Conflict of Interest and Compliance (OCT 2015)

a. **General:** It is imperative that the Contractor and the services provided under this contract be free, to the greatest extent possible, of all Organizational and Personal Conflicts of Interest. In this clause, all references to Organizational and/or Personal Conflicts of Interest will be referred to individually or collectively, as the text justifies, as Conflicts of Interest (COI). Except as provided below, the Contracting Officer shall not maintain a contract with a Contractor that the Contracting Officer determines has, or has the potential for, an unresolved COI. However, in accordance with FAR 9.503 Waiver, the Contracting Officer may contract with a Contractor that has an unresolved COI if he/she determines that it is in the best interest of the Government to do so.

b. **Definitions:**

Actual COI— means that the COI is currently in existence as determined by the Offeror's or Contractor's Compliance Officer and/or as determined by CMS. This form of COI will require avoidance, neutralization or mitigation acceptable to CMS.

Affiliates — As defined in FAR 2.101 means associated business concerns or individual(s) if, directly or indirectly either one controls or can control the other; or a third party controls or can control both.

For purposes of this contract, affiliate control or influence may include, but is not limited to:

- (a) Interlocking management or ownership (e.g., individuals serving in similar capacities in several companies);
- (b) Identity of interests among family members such as spouse/domestic partner and/or any dependent of the respondent;
- (c) Shared facilities and equipment;
- (d) Common use of employees; or
- (e) A business concern organized just prior to, or immediately following, the release of a solicitation or request for information, which has the same or similar management, ownership, or principal employees as the Offeror or Contractor.

Any business, whether or not it is organized for profit or located in the United States or its outlying areas, or person may be found to be an affiliate. Control may be affirmative or negative and it is immaterial whether it is exercised so long as the power to control exists.

Apparent (Perceived) COI — means that the COI on first observation appears to be an

actual or potential COI, but may or may not be after analysis. Even if the apparent COI is determined to be non-existent, this perception may still require further explanation.

Financial Interests/Relationships – means a healthcare related direct or indirect ownership or investment interest (including an option or non-vested interest) in any entity that exists through equity, debt, or other means and includes any indirect ownership or investment interest no matter how many levels removed from a direct interest.

A financial interest/relationship may arise from the following non-exclusive examples:

- (a) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;
- (b) Current or known future arrangements or requirements for which you are defined as an interested party including, but not limited to, an entity that may create one or more of the three forms of COI;
- (c) Consulting relationships, including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation;
- (d) Services provided in exchange for honorariums including travel expense reimbursements;
- (e) Research funding or other forms of research support;
- (f) Healthcare related investment in the form of stock or bond ownership, including healthcare sector investment only mutual funds;
- (g) Healthcare business ownership or partnership interests;
- (h) Patents, copyrights, and other intellectual property interests;
- (i) Seeking or negotiating for prospective employment or business; or
- (j) Gifts, including travel.

Mitigation – means action taken by the Contractor to reduce the COI risk to a level acceptable to CMS on a present contract.

Organizational Conflict of Interest – In accordance with FAR 2.101 Definitions, means that because of other activities or relationships with other persons, a person is unable, or potentially unable, to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is, or might be, otherwise impaired, or a person has an unfair competitive advantage.

For purposes of this contract, the COI definition includes direct or indirect relationships including, but not limited to, the Contractor and its parent company,

subsidiaries, affiliates, subcontractors, clients and principals.

Personal Conflicts of Interest – A situation in which a person has a financial interest, personal activity, or relationship that could impair the person's ability to act impartially and in the best interest of the Government when performing under this contract.

(a) Among the sources of personal conflicts of interest are—

- i. Financial interests of the person, spouse/domestic partner and/or any other dependent of the person, as defined for Federal tax purposes;
- ii. Other employment or financial relationships (including seeking or negotiating for prospective employment or business) and,
- iii. Gifts, including travel.

(b) For example, financial interests referred to in paragraph (a)(i) of this definition may arise from—

- i. Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;
- ii. Consulting relationships;
- iii. Services provided in exchange for honoraria or travel expense reimbursements;
- iv. Research funding or other forms of research support;
- v. Healthcare related investments;
- vi. Real estate investments;
- vii. Patents, copyrights, and other intellectual property interests; or
- viii. Business ownership and investment interests.

Potential COI – means that the COI could become an actual COI due to contingency events and/or as determined by CMS. This form of COI will require mitigation acceptable to CMS.

Principal – As defined in FAR 52.203-13, Contractor Code of Business Ethics and Conduct, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a division or business segment, and similar positions).

Three (3) Types of COIs include:

Conflict Types	Definitions
Biased Ground Rules	Consists of situations in which a firm, as part of its performance of a Government contract, has helped (or is in a position to help) set the ground rules for another Government contract by, for example, writing the statement of work or the specifications, or establishing source-selection criteria. In these "biased ground rules" cases, the primary concern is that the firm could skew the competition, whether intentionally or not, in favor of itself and/or its affiliates.
Impaired Objectivity	Consists of situations where a firm has an interest (typically financial) that may conflict with the interest of the Government to whom the firm has a contractual obligation, and the firm's work under the Government contract could give the firm the opportunity to benefit its other business interests. If the firm is providing recommendations, judgment or advice, and its other business interests could be affected by that recommendation, judgment or advice, the firm's objectivity may be impaired. An example is where the firm was evaluating itself, an affiliate or a competitor, either through an assessment of performance under another contract or an evaluation of proposals.
Unequal Access to Information	"Unfair" access to non-public information – Consists of situations in which a firm has access to nonpublic information (including proprietary information and non-public source-selection information) as part of its performance of a Government contract and that information may provide the firm with a competitive advantage in a later competition for a Government contract. In these "unequal access to information" cases, the concern is limited to the risk of the firm gaining an unfair competitive advantage; there is no issue of bias. Note: Incumbency alone does not constitute an "unequal access to information."

c. **Conflicts of Interest Identified During Contract Performance** – In accordance with FAR 3.10 and 52.203-13, Contractor Code of Business Ethics and Conduct, and this contract, the Contractor shall have procedures in place to detect and disclose all COIs throughout the life of the contract.

1. **COI Oversight Program:** The Contractor shall maintain an effective COI Oversight Program. As part of the program, the Contractor shall implement company business practices, procedures, policies and internal controls for compliance with COI requirements, such as:

(a) Preventing conflicts of interest, prohibiting the use of non-public information accessed through this contract for personal gain, and obtaining a signed non-

disclosure agreement to prohibit disclosure of non-public information accessed through this contract;

- (b) Conducting Internal and External Audits;
- (c) Policy Enforcement and Employee Disciplinary Actions;
- (d) Retention of Records;
- (e) Management of Subcontractors;
- (f) Internal control systems;
- (g) Display of Fraud Hotline Poster(s) in accordance with FAR 52.203-14 Display of Hotline Poster(s).
- (h) Reviewing the information required by Attachment 3, Contractor Personal Conflict of Interest Financial Disclosure Template, for each principal, officer and governing body member (e.g., Board of Directors; Trustees; etc.) of the organization, as well as managers and key personnel who would be, or are involved with, the performance of this contract. It is recommended that individuals who have not disclosed changes within the reporting period, submit an annual disclosure update to their Compliance Officer for review;
- (i) Informing employees, through an employee education and training program, of their obligation to disclose and prevent conflicts of interest, not to use non-public information accessed through performance of this contract for personal gain, and to avoid even the appearance of personal conflicts of interest; and,
- (j) Reporting to the Contracting Officer any conflict of interest violations.

The following details are provided for respective COI disclosure expectations when/if a COI arises during contract performance:

2. Conflict of Interest:

COI information shall be submitted as follows:

(a) Conflict of Interest Submission During Contract Performance:

At any time during the performance of this contract, if the Contractor learns of any actual, potential, or apparent COI, whereby a reasonable business person might equate the COI to one (1) of the three (3) types of COIs identified in H.1.b Definitions, the Contractor shall notify the Contracting Officer in writing within five (5) business days of the identification of the actual, potential, or apparent COI. Within 30 calendar days, or as otherwise negotiated with the Contracting Officer, the Contractor shall submit a COI Disclosure in accordance with 2(b) below.

- (b) What is Required in a COI Disclosure: When an initial COI disclosure is submitted and/or a revision thereof is required, the Contractor shall provide an initial or revised, as the case may be, Attachment 2, Contractor Business Ethics, Conflict of Interest and Compliance Program Requirements.
- (c) Personal COI Information: It is the Offeror/Contractor's responsibility to have a plan in place (see C.46.c.1 COI Oversight Program) to ensure that

actual, potential, or apparent personal conflicts of interest are identified, analyzed and mitigated for performance of this contract.

Personal COI information shall be obtained by the Offeror/Contractor for each:

- Manager or Key personnel who would be, or are involved with, the performance of this contract;
- Governing Body member (e.g., Board of Directors, Trustees, etc.); and,
- Principals of the organization as defined by FAR 52.203-13, Contractor Code of Business Ethics and Conduct.

Attachment 3, Contractor Personal Conflict of Interest Financial Disclosure Template is provided as a "sample" for the Offeror/Contractor to follow when identifying, analyzing and mitigating actual, potential, or apparent Personal COIs for this contract. Notwithstanding, Personal COI information obtained from the above individuals shall not be submitted to the Government.

- (d) Mitigation/Resolution: The Contracting Officer determines whether a COI has been identified and whether the actual, potential or apparent COI has been mitigated/resolved to the Government's satisfaction. The Mitigation/Resolution plan may include a COI audit requirement as determined by the Contracting Officer. The Contractor's approved COI Mitigation/Resolution plan shall be incorporated into the contract.

In cases whereby a COI cannot be, or has not been, mitigated to the Contracting Officer's satisfaction, the Contracting Officer may take the following action including, but not limited to:

- i. Request a post-award waiver in accordance with FAR 9.503 Waiver, from the Head of the Contracting Activity; or
 - ii. Make changes to the requirements of the contract; or
 - iii. Terminate the contract.
- (e) Independent Audit: If the Contracting Officer requires a COI audit as part of the accepted mitigation plan, the Contractor shall obtain the services of an External/Independent auditor to conduct an audit. If the Government chooses to undertake the audit in lieu of the Contractor's independent auditor, the Contracting Officer will notify the Contractor within 60 days of the anniversary date of the contract.

Such auditor shall have expertise in conducting compliance program and conflict of interest audits. The Contractor's records may also be subject to audit by the Government to ensure compliance with this contract's C.46 clause requirements and/or ensure that any corrective action, if necessary, has been implemented.

1. Subcontractors: A COI independent audit shall be required at the discretion of the Prime Contractor. If the Prime Contractor requires an audit of the subcontractor(s), the subcontractor's audit shall be included with the Prime Contractor's audit submission.
2. First Audit: When an audit is required as part of an acceptable mitigation plan, the Contracting Officer will negotiate the frequency of the audits and required deliverable dates. Generally, only one audit will be required during the period of performance subject to Contracting Officer discretion. The independent audit will be submitted by the auditor directly to the Contracting Officer with a copy to the Contractor.
3. Subsequent Audits: Additional audits are at the discretion of the Contracting Officer. The Contracting Officer will consider previous audit findings, any corrective action(s) and any new COI information, when making the decision to require subsequent audits.
4. Audit Findings: When Contractor Conflict of Interest Oversight findings are disclosed in an independent audit, the Contractor shall include in the draft audit report its proposed corrective action plan for each finding. The Contracting Officer may require a revised COI mitigation plan to be submitted as a result of the audit findings.
5. Independent Audit Requirements:
 - (a) The auditor shall decide what processes it will use to review, verify and confirm the information, processes and policies disclosed by the Contractor to the Government. The audit shall include a process for the contractor to review audit findings and provide a response to the auditor, which shall be included in the final audit submitted to the CMS Contracting Officer.
 - (b) The audit shall confirm that any and all COI mitigation plans, approved by the Government, have been implemented and are functioning as anticipated. Although not all inclusive, the auditor may also want to consider the following:
 - (i) Review of all COI disclosures submitted to the Government to validate the accuracy and completeness of such disclosures;
 - (ii) Conducting appropriate interviews with principals, key personnel and independent members of the board of directors, as appropriate;
 - (iii) Reviewing the Contractor's organizational chart(s), articles of incorporation, bylaws and/or other documents, to validate the

accuracy and completeness of COI disclosures to the Government;

- (iv) Confirming that the Contractor annually, at a minimum, collects and reviews for assessment and appropriate action by the Compliance Officer, personal conflict information from its principals, key personnel (on the relevant contract(s)) and board of director members;
- (v) Confirming whether the Contractor is in compliance with its internal Contractor Conflict of Interest Oversight program(s); and,
- (vi) For its Subcontractors, confirming whether the prime Contractor is monitoring Subcontractor compliance with the required contract flow-down provisions and disclosed practices, in accordance with contract H.1. The auditor may review other information as it deems appropriate to ensure that COI issues have been identified and resolved, in accordance with Contractor disclosures.
- (vii) The auditor will also examine the Contractor's records to verify that all of the requirements specified in FAR 52.203-13(c)(2)(ii), Contractor Code of Business Ethics and Conduct, are met.

6. Reporting Requirements: The audit report, inclusive of all auditor findings and proposed corrective actions, shall be delivered via e-mail or US Postal Service to the Contracting Officer directly from the auditor.

d. **Subsequent COI Disclosures** (i) When/if a COI is discovered during contract performance, subsequent COI disclosures may be required as follows:

- If as a result of, the Government or Contractor independent auditor review, any findings require a change in the Initial Disclosure, submit a COI Disclosure Revision, in accordance d (ii). below, to the Contracting Officer within 30 calendar days of the final audit report.
- Within 30 calendar days when the Contracting Officer requests a revision.
- At least 45 calendar days prior to a change due to proposed or planned business actions, e.g., acquiring or selling a business or business segment, changes in ownership of the organization holding the contract, etc.

(ii) What is Required in a Revision:

When COI disclosures require revision, the Contractor shall provide a revised Attachment 2, Contractor Business Ethics, Conflict of Interest and Compliance

Program Requirements. Red-lined versions are preferred.

- e. **Subcontractor Flow-Down Clause:** The prime Contractor is responsible for avoiding, neutralizing and mitigating all actual, potential, or apparent COIs of its Subcontractors, in accordance with this clause. Therefore, the prime Contractor shall flow-down C.46 Post Award Business Ethics, Conflict of Interest and Compliance, of this contract in all subcontracts. For Subcontractors, wherever the term "Contractor" is used, insert "Subcontractor."

C.47 CMS SECURITY CLAUSE (APR 2016)

a. **Applicability**

In accordance with OMB Memorandum M-05-24, Implementation of Homeland Security Presidential Directive 12 (HSPD-12): Policy for a Common Identification Standard for Federal Employees and Contractors, dated August 27, 2004, and Federal Information Processing Standard (FIPS) PUB Number 201-2, Personal Identity Verification (PIV) of Federal Employees and Contractors, CMS must achieve appropriate security assurance for multiple applications by efficiently verifying the claimed identity of individuals seeking physical access to Federally controlled government facilities and/or logical access to federally controlled information systems. Contractors that require routine physical access to a CMS facility and/or routine access to a CMS federally controlled information system will be required to obtain a CMS issued PIV, PIV-I or Locally Based Physical Access card. FIPS PUB 201-2 specifies the architecture and technical requirements for a common identification standard for Federal employees and Contractors.

When a PIV or PIV-I card is provided, it shall be used in conjunction with a compliant card reader and middleware for logical system access. The Contractor shall (1) include FIPS 201-2 compliant, HSPD-12 card readers with the purchase of servers, desktops, and laptops; and (2) comply with FAR 52.204-9, Personal Identity Verification of Contractor Personnel.

b. **Definitions**

"Agency Access" means access to CMS facilities, sensitive information, information systems or other CMS resources.

"Applicant" is a Contractor employee for whom the Contractor submits an application for a CMS identification card.

"Contractor Employee" means prime Contractor and subcontractor employees who require agency access to perform work under a CMS contract.

"Official station"— As defined by Federal Travel Regulations, An area defined by the agency that includes the location where the employee regularly performs his or her duties or an invitational traveler's home or regular place of business. The area may be a mileage radius around a particular point, a geographic boundary, or any other definite domain, provided no part of the area is more than 50 miles from where the employee regularly performs his or her duties or from an invitational traveler's home or regular place of business. If the employee's work involves recurring travel or varies on a recurring basis, the location where the work

activities of the employee's position of record are based is considered the regular place of work.

"Federal Identification Card" (or "ID card") means a federal government issued or accepted identification card such as a Personal Identity Verification (PIV) card, Personal Identity Verification-Interoperable (PIV-I) card, or a Local-Based Physical Access Card issued by CMS, or a Local-Based Physical Access Card issued by another Federal agency and approved by CMS. "Issuing Office" means the CMS entity that issues identification cards to Contractor employees.

"Locally Based Physical Access Card" means an access Card that is graphically personalized for visual identification, that does not contain an embedded computer chip, and is only used for physical access.

"Local Security Servicing Organization" means the CMS entity that provides security services to the CMS organization sponsoring the contract, Division of Physical Security and Strategic Information (DPSSI).

"Logical Access" means the ability for the Contractor to interact with CMS information systems, databases, digital infrastructure, or data via access control procedures such as identification, authentication, and authorization.

"Personal Identity Verification (PIV) card," as defined in FIPS PUB 201-2, is a physical artifact (e.g., identity card, "smart" card) issued to an individual that contains a PIV Card Application which stores identity credentials (e.g., photograph, cryptographic keys, digitized fingerprint representation) so that the claimed identity of the cardholder can be verified against the stored credentials by another person (human readable and verifiable) or an automated process (computer readable and verifiable).

"Personal Identity Verification-Interoperable (PIV-I) card" similar to a PIV card, is a physical artifact (e.g., identity card, "smart" card) issued to an individual that contains a PIV Card Application which stores identity credentials (e.g., photograph, cryptographic keys, digitized fingerprint representation) so that the claimed identity of the cardholder can be verified against the stored credentials by another person (human readable and verifiable) or an automated process (computer readable and verifiable). PIV-I cards are issued by a non-federal government entity to non-federal government staff. PIV-I cards are issued in a manner that allows federal relying parties to trust the cards. The PIV-I cards uses the same standards of vetting and issuance developed by the U.S. government for its employees

c. Screening of Contractor Employees

i. Contractor Screening of Applicants

1. Contractor Responsibility: The Contractor shall pre-screen individuals designated for employment under any CMS contract by verifying minimum suitability requirements to ensure that only qualified candidates are considered for contract employment. At the discretion of the government,

the government reserves the right to request and/or review Contractor employee vetting processes. The federal minimum suitability requirements can be found below in section (c)(2)—Suitability Requirements, and are also contained in 5 CFR 731.202. The Contractor shall exercise due diligence in pre-screening all employees prior to submission to CMS for agency access.

2. **Alien Status:** The Contractor shall monitor an alien's (foreign nationals) continued authorization for employment in the United States. If requested by the Agency, the Contractor shall provide documentation to the Contracting Officer (CO) or the Contracting Officer's Representative (COR) that validates that the Employment Eligibility Verification (e-Verify) requirement has been met for each Contractor or sub-Contractor employee working on the contract in accordance with Federal Acquisition Regulation (FAR) 52.222-54 - Employment Eligibility Verification.

3. **Residency Requirement:** All CMS Contractor applicants shall have lived in the United States at least three (3) out of the last five (5) years prior to submitting an application for a Federal ID Card. CMS will process background investigations for foreign nationals in accordance with Office of Personnel Management (OPM) guidance. Contractor employees who worked for the U. S. Government as an employee overseas in a Federal or military capacity; and/or been a dependent of a U.S. Federal or military employee serving overseas, must be able to provide state-side reference coverage. State-side coverage information is required to make a suitability or security determination. Examples of state-side coverage information include: the state-side address of the company headquarters where the applicant's personnel file is located, the state-side address of the Professor in charge of the applicant's "Study Abroad" program, the religious organization, charity, educational, or other non-profit organization records for the applicant's overseas missions, and/or the state-side addresses of anyone who worked or studied with the applicant while overseas.

4. **Selective Service Registration:** All males born after December 31, 1959, must meet the Federal Selective Service System requirements as established on www.sss.gov.

ii. **Identification Card Application Process**

ID Card Sponsor: The CMS Contracting Officer's Representative (COR) will be the CMS ID card Sponsor and point of contact for the Contractor's application for a CMS ID card. The COR will review and approve/deny the HHS ID Badge Request before the form is submitted to the CMS, Office of Support Services and Operations, (OSSO), Division of Personnel Security Services (DPS), for processing. If approved, an applicant may be issued either a Personal Identity Verification (PIV) or PIV- I card that meets the standards of HSPD-12 or a Local-Based Physical Access Card.

Contractor Application Required Submissions: All applicants shall submit an HHS ID Badge Request form for issuance of a Federal ID Card. Unless otherwise directed by

the ID Card Sponsor or DPS, applicants are required to electronically submit the request form via CMS' Enterprise User Administration (EUA) Electronic Front-end Interface (EFI) system, which is located at <https://eua.cms.gov/efi>. To assist users with the application process, a user's guide is located at: <https://www.cms.gov/About-CMS/Contracting-With-CMS/ContractingGeneralInformation/Contracting-Policy-and-Resources.html>.

The EUA users guide link should be used to obtain the most current instructional guidance.

PIV Training: Contractors who need PIV or PIV-I card shall complete HHS PIV Applicant Training, which is found at <https://www.cms.gov/About-CMS/Contracting-With-CMS/ContractingGeneralInformation/Contracting-Policy-and-Resources.html>. A copy of the completion certificate shall be included with the EFI application.

CMS Applicant Evaluations: CMS will evaluate an applicant's required access level. Once the review is complete and accepted for further processing, the applicant will be contacted by DPS to submit the below information, as applicable.

1. **e-QIP:** Contractor employees will be required to submit information into e-QIP, a web-based automated system that is designed to facilitate the processing of standard investigative forms used when conducting background investigations for Federal security, suitability, fitness and credentialing purposes.
2. **Fingerprints:** Instructions for obtaining fingerprints will be provided by CMS, OSSO, DPS.
3. **OF 306:** Contractor employees may be required to complete the Optional Form (OF) 306, Declaration for Federal Employment which can be found at https://www.opm.gov/forms/pdf_fill/of306.PDF.
4. **Access to Restricted Area(s):** The CMS COR will initiate all Federal ID card holders' physical access requests via Physical Access Control System (PACS) Central at <https://pam.cms.local>.

Suitability Requirements: CMS may decline to grant agency access to a Contractor employee including, but not limited to, any of the criteria cited below:

1. Misconduct or negligence in employment;
2. Criminal or dishonest conduct;
3. Material, intentional false statement, or deception or fraud in examination or appointment;
4. Refusal to furnish testimony as required by § 5.4 of 5 CFR 731.202;
5. Alcohol abuse, without evidence of substantial rehabilitation, of a nature and duration that suggests that the applicant or appointee would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of the applicant or appointee or others;
6. Illegal use of narcotics, drugs, or other controlled substances without evidence of substantial rehabilitation;
7. Knowing and willful engagement in acts or activities designed to overthrow the U.S. Government by force; and

8. Any statutory or regulatory bar which prevents the lawful employment of the person involved in the position in question.

Badge Issuance: Upon approval of the badging application process and prior to starting work on the contract, applicants whose official station is located within 50 miles from CMS' central office or one of its regional offices will be contacted to appear in person, at least two times (estimated at one hour for each visit), and shall provide two (2) original forms of identity source documents in order to generate the badge/ID. The identity source documents shall come from the list of acceptable documents included in FIPS 201-2, located at <http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.201-2.pdf>. At least one (1) document shall be a valid State or Federal government-issued picture ID. PIV-I mobile enrollment stations will be made available for applicants that have an official station more than 50 miles from CMS or any of its regional offices, and the employee will not need to travel to a CMS Office. The Contractor will be contacted by CMS for further instructions on the badging process in this scenario.

d. CMS Position Designation Assessment

CMS will assign a risk and sensitivity level designation analysis to the overall contract and/or to Contractor employee positions by category, group or individual. The risk and sensitivity level designations will be the basis for determining the level and type of personnel security investigations required for Contractor employees. At a minimum, the FBI National Criminal History Check (fingerprint check) must be favorably adjudicated. Additionally, the OPM e-QIP and other required forms must be accepted by DPS before a CMS identification card will be issued.

e. Post Badging Training Requirements:

Contractor employees that receive an HHS ID Badge are expected to complete the following online trainings each year, according to the timeframes indicated below, and annually thereafter. The below list is not all inclusive and the COR may indicate training that must be taken in addition to the below:

- i. **Security and Insider Threat Awareness and Training (30 days after receiving badge):** This course outlines the role of Contractors with regard to protecting information and ensuring the secure operation of CMS federally controlled information systems. Estimated time to complete is one hour.
- ii. **Computer Based Training (CBT) (within 3 days of approved EUA account):** This training offers several modules to familiarize contractor employees with features of CMS' webinar service. Estimated time to complete is one hour.

f. Background Investigation and Adjudication

Upon contract award and receipt of an HHS ID Badge Request, CMS will initiate the Agency Access procedures, to include a background investigation.

CMS may accept favorable background investigation adjudications from other Federal agencies when there has been no break in service. A favorable adjudication does not preclude CMS from initiating a new investigation when deemed necessary. Each CMS sponsored Contractor shall use the OPM e-QIP system to complete any required investigative forms.

The Contractor remains fully responsible for ensuring contract performance pending completion of background investigations of Contractor personnel. Employees that do not require access to CMS federally controlled information systems, facilities, or sensitive information in order to perform their duties may begin work on a contract immediately and need not submit an HHS ID Badge Request.

- i. Failure to cooperate with OPM or Agency representatives during the background investigation process is considered grounds for removal from the contract.
- ii. DPS may provide written notification to the Contractor employee, with a copy to the COR, of all suitability/non-suitability decisions. A CMS adjudicative decision (based on criminal history results or completed investigation results) is final, and is not subject to appeal.
- iii. Contractor personnel for whom DPS determines to be ineligible for ID issuance will be required to cease working on the contract immediately.
- iv. The Contractor shall immediately submit an adverse information report, in writing to the CO with a copy to the COR, of any adverse information regarding any of its employees that may impact their ability to perform under this contract. Reports should be based on reliable and substantiated information, not on rumor or innuendo. The report shall include, at a minimum, the Contractor employee's name and associated contract number along with the adverse information. The COR will forward the adverse information report to the DPS for review and/or action.
- v. At the Agency's discretion, Contractor personnel may be provided an opportunity to explain or refute unfavorable information before an adjudicative decision is rendered on whether or not to withdraw the Federal ID from the individual in question. Under the provision of the Privacy Act of 1974, Contractor personnel may request a copy of their own investigation by submitting a written request to the OPM Federal Investigative Services (FIS) Freedom of Information (FOI) office. The following OPM-FOI link is being provided to afford one the instructions for obtaining a copy of one's file: <https://www.opm.gov/investigations/freedom-of-information-and-privacy-act-requests/>.

g. Background Investigation Cost

The government will bear the cost of background investigations that are performed at the direction of CMS' personnel security representatives by the Federal government's approved and designated background investigation service provider, the OPM.

At the Agency's discretion, if an investigated Contractor employee leaves the employment of the Contractor, or otherwise is no longer associated with the contract within one (1) year from the date the background investigation was completed, the Contractor may be required to reimburse CMS for the full cost of the investigation. Depending upon the type of background investigation conducted and the cost incurred by CMS, the Contractor cost will be determined based upon the current OPM fiscal year billing rates, which can be found at <http://www.opm.gov/investigations/background-investigations/federal-investigations-notices>. The amount to be paid by the Contractor shall be due and payable when the CO submits a written letter notifying the Contractor as to the cost of the investigation. The Contractor shall pay the amount due within thirty (30) days of the date of the CO's letter by

check, made payable to the "United States Treasury." The Contractor shall provide a copy of the CO's letter as an attachment to the check and submit both to the Office of Financial Management at the following address:

Centers for Medicare & Medicaid Services
PO Box 7520
Baltimore, Maryland 21207

h. Identification Card Custody and Control

The Contractor is responsible for the custody and control of all forms of Federal identification issued by CMS to Contractor employees. The Contractor shall immediately notify the COR when a Contractor employee no longer requires agency access due to transfer, completion of a project, retirement, removal from work on the contract, or termination of employment. Return all CMS Federal ID cards to:

The Centers for Medicare and Medicaid Services
Attn: DPS, Mailstop: SL-17-06
7500 Security Boulevard
Baltimore, Maryland 21244

The Contractor shall also ensure that Contractor employees comply with CMS requirements concerning the renewal, loss, theft, or damage of an ID card.

Failure to comply with the requirements for custody and control of CMS issued ID cards may result in a delay in withholding final payment or contract termination, based on the potential for serious harm caused by inappropriate access to CMS facilities, sensitive information, information systems or other CMS resources.

- i. **Renewal:** A Contractor employee's CMS issued ID card is valid for a maximum of five (5) years and 9 months or until the contract expiration date (including option periods), whichever occurs first. The renewal process should begin six weeks before the ID card expiration date by contacting the COR. If an ID card is not renewed before it expires, the Contractor employee will be required to sign-in daily for facility access and may have limited access to information systems and other resources. Contractor ID card certificate(s) require yearly updates from the issuance date. The yearly updates should be coordinated between the contractor and the COR.
- ii. **Lost/Stolen:** Immediately upon detection that an ID card is lost or stolen, the Contractor or Contractor employee shall report a lost or stolen ID card to the COR and the local security servicing organization at SECURITY@cms.hhs.gov. The Contractor shall also submit an Incident Report within 48 hours, to the COR, DPS at Badging@cms.hhs.gov, and the local security servicing organization. The Incident Report shall describe the circumstances of the loss or theft. If the loss or theft is reported by the Contractor to the local police, a copy of the police report shall be provided to the COR. The Contractor employee shall sign in daily for facility access and may have limited access to information systems and other resources until the replacement card is issued.

- iii. **Replacement:** An ID card will be replaced if it is damaged, contains incorrect data, or is lost or stolen for more than three (3) days, provided there is a continuing need for agency access to perform work under the contract.

In the event that the PIV card or certificate(s) are not renewed in a timely fashion, or the ID card requires replacement due to being lost, stolen, or damaged, the contractor employee will go through the "Badge Issuance" process again as described in above in section (c)(2). In any of these events, contact your COR to coordinate the appropriate next steps.

i. **Surrender ID Cards/Access Cards, Government Equipment**

CMS reserves the right to suspend or withdraw ID card access at any time for any reason. Access will be restored upon the resolution of the issue(s).

Upon notification that routine access to CMS facilities, sensitive information, federally controlled information systems or other CMS resources is no longer required, the Contractor shall surrender the CMS issued ID card, access card, keys, computer equipment, and other government property to the CMS COR or directly to CMS at the address referenced above in section (f). DPS Contractor personnel who do not return their government issued property within 48 hours of the last day of authorized access to CMS, may be permanently barred from CMS systems and facilities and may be subject to fines and penalties, as authorized by applicable Federal or State laws.

The following clauses are incorporated by reference:

- C.48 FAR 52.224-1 Privacy Act Notification
- C.49 FAR 52.224-2 Privacy Act
- C.50 FAR 52.227-14 Rights in data-general
- C.51 FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions
- C.52 52.204-23-Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)

**National Multimedia & Education Campaign Task Order
Strategic Communications Services**

The Centers for Medicare & Medicaid Services (CMS), Department of Health and Human Services (DHHS), Strategic Communications Services.

L SCOPE

A. PURPOSE

The purpose of this task order is to obtain technical professional services for the development of an agency wide strategic communications plan in support of CMS' overall goals, objectives and initiatives. Due to new initiatives that are coming from both the DHHS Secretary's office and the CMS Administrator's office, new strategic communications plans are required to integrate the agency's programs and public education efforts. New communications plans will position CMS to be more proactive and strategic when communicating with consumers, media, social media, and stakeholders about CMS' programs and services. As these new initiatives continue to take shape in 2019, the overarching strategic communications plan will require refinement.

CMS administers a variety of programs, including, but not limited to Medicare, Medicaid, the Children's Health Insurance Program (CHIP), Quality Data and Physician Compare, and the Health Insurance Marketplace. As the largest healthcare payer, CMS serves more than 100 million people and is focused on improving the delivery and quality of care. CMS is responsible for conducting national communications campaigns to promote these programs and other CMS initiatives to consumers, providers and other key audiences. The strategic communications plan shall help ensure consistent, accurate, timely, understandable and reliable information about CMS and its programs and services.

B. BACKGROUND

This work consists primarily of strategic communications planning and implementation of appropriate activities, including, but not limited to; strategic plan development, messaging architecture, identification of strategic opportunities for public engagement, and interaction with the media.

Target audiences:

- **Primary:** Medicare beneficiary population with an emphasis on people who are 65 and older.
- **Secondary:** Information intermediaries (e.g., caregivers, friends, family, community influencers, health care influencers, partners, stakeholders, those who implement CMS' programs and others who touch the primary audience in a positive way), and those coming of age.

C. DEFINITIONS

Coming of Agers: People between the ages of 62-64 who will “age in” to the Medicare program at 65.

Medicare Information Channels: 1-800-MEDICARE, www.medicare.gov, Medicare Social Media Channels, the *Medicare & You* handbook, the State Health Insurance Assistance Program (SHIPS), and regional and partnership outreach.

Medicare Beneficiaries: People who currently receive Medicare services including those who are disabled and those who are 65 or older.

Caregivers: People who help or support beneficiaries making Medicare decisions.

Health care influencers/information intermediaries: Partners, stakeholders, and those who implement our programs.

Information Intermediaries: People who touch, communicate, help or support beneficiaries making Medicare decisions.

Open Enrollment Period: The period each year (October 15 – December 7) when people with Medicare should review their plans and actively enroll in and/or change their Medicare Health Plan, Medicare Advantage Plan and/or their Medicare Prescription Drug Plan.

Medicare Health Plan: A Medicare Advantage Plan (such as an HMO, PPO, or Private Fee-for-service Plan) or other plan such as a Medicare Cost Plan. Everyone who has Medicare Part A and Part B is eligible for a plan in their area, except those who have End-Stage Renal Disease (unless certain exceptions apply).

Medicare Prescription Drug Plan: A stand-alone drug plan, offered by insurers and other private companies, to people with Medicare who receive their Medicare Part A and/or Part B benefits, through the Original Medicare Plan; through a Medicare Advantage/Private Fee-for-Service Plan that doesn't offer prescription drug coverage; Medicare Cost Plans offering Medicare prescription drug coverage, and Medicare Medical Savings Account Plans.

Quality of Care: Availability of data on quality of care (e.g. provider performance information) to enable the consumer to make more informed choices in obtaining Medicare covered services.

Transparency: Health Transparency provides for consumers to have easy access to helpful comparative information regarding health care quality, patient experience, and health care cost to guide their health care decision.

II. Requirements

The Contractor shall furnish all necessary services, qualified personnel, materials, equipment and facilities, not otherwise provided by CMS, as needed to perform the requirements outlined in this Statement of Work (SOW).

In addition, DHHS shall be prominently and dominantly identified as the source of all materials created for this campaign. The Contractor shall include the placement of the DHHS logo more prominently and more dominantly, in every respect, to any other graphic identifier. All text in the logo shall be clearly legible. CMS branding guidelines must be followed in the placement of all logos.

Appropriate DHHS clearances and approvals shall be obtained by CMS before the Contractor publicly disseminates any communications products produced under this task order.

All image/artwork licensing and final native material files shall be furnished to CMS as directed and prior to the completion of the task order.

Section 508 Compliance for Communications

CMS is committed to making its Web sites and all of its electronic and information technology (EIT) accessible to the widest possible audience, including individuals with disabilities. In keeping with its mission, CMS complies by implementing the regulations of Section 508 of the Rehabilitation Act and DHHS Section 508 Implementation Policy. All materials created for the campaign shall be 508 compliant in accordance with HHSAR 352.239-74 Electronic Information and Technology Accessibility (DEC 2015).

A. OBJECTIVES

With CMS input and approval, the Contractor shall plan, develop and execute an agency wide strategic communications plan that builds upon work that has been done in this area. The Contractor shall work with the Contracting Officer's Representative (COR), the Office of the Administrator, and Components across CMS to identify upcoming initiatives and ensure that they are integrated in the overarching strategic communications plan to be conducted over the course of the period of performance. The primary focus of the task order shall be strategic plan development, messaging architecture, identification of strategic opportunities for public engagement, interaction with the media, comprehensive social media planning and execution and other tactics to reach CMS' target audiences with overarching messages. Throughout the entire task order, CMS and DHHS will provide input and approve all stages of development and review of the communications plans.

B. TASKS/ACTIVITIES

Project Management

The Contractor shall:

- Demonstrate its ability to manage and balance technical performance, time constraints, cost factors and the management of subcontractor personnel, if applicable. This section shall also consider allocation of resources and reasonableness of hours.

Strategic Communications Planning and Execution

The Contractor shall:

- Develop a strategic plan based on the Agency's direction and goals to best reach the target audience in the most efficient manner, considering cost, cultural appropriateness, need, media saturation and message saturation by audience. This strategy shall include critical dependencies and key decision points for deploying a campaign using industry best practices. The strategic communications plan shall include: establishing goals, defining the target, defining the messages, identifying opportunities for public interaction, identifying opportunities for media interaction; and recommending social media tactics and analysis.
 - The strategic plan shall also include a strategic overview and timeline with noted critical dependencies and key decision points.
 - A budget shall be included.
- Ensure all agency sub-communication plans (i.e. Roll-out plans on specific program related policy and major initiatives such as Medicare Open Enrollment) align with the goals and objectives of CMS and with the overall strategic plan.
- Ensure all agency sub-communication plans coordinate with key media groups such as national media, regional/local media, social media, industry and other stakeholders and ensure CMS maintains a consistent voice in its communications.
- Develop and coordinate a strategic communications calendar that streamlines key CMS initiatives across all components.
- Develop and coordinate CMS' Messaging Architecture to convey CMS' messaging intent, priorities, and goals, in order to keep communication aligned deliver consistent messaging.
- Assist in the development and execution of policy translation for key audiences. As CMS implements lessons learned and policy changes, the Contractor shall ensure these changes are communicated clearly to consumers and stakeholders. With the assistance of CMS, the Contractor shall translate complex healthcare policy into messages that resonate with key audiences.
- Deliver a comprehensive social media strategy that aligns agency initiatives with the goal of growing CMS channels and increasing the number of people that use CMS social media platforms.
 - Provide consultative services on creating compelling content that communicates the goals and objectives of CMS to beneficiaries and other stakeholders.
- Provide strategic planning to determine a public engagement plan that aligns with CMS' goals and objectives. The Contractor shall consult with the CMS Central Office, including the COR, and the CMS Regional Offices, where appropriate, when planning the schedule

and coordinating the public engagement strategy. In addition, the Contractor shall provide consultation to CMS and the CMS Regional Offices for the planning of public engagement opportunities within each Region.

- Provide Speech writing support for the administrator and key CMS executives.
- Develop a recommended earned media strategy for CMS that leverages promotes and reinforces key messages using the many Medicare information channels within CMS.
 - Provide support for organizing no more than five (5) satellite/radio media tours (SMT/RMTs) throughout the period of performance. The Contractor shall work with CMS to plan the timing of the SMT/RMTs so as to maximize potential media coverage.
 - Have the capability to monitor the tone of the national- and state-level coverage of the campaign and incorporate changes into the campaign plan as appropriate.

C. PROJECT DELIVERABLES

CMS requires technical, professional services for the development and implementation of an agency wide overarching strategic communications plan in support of CMS' overall goals, objectives and initiatives.

Throughout the entire task order, CMS will provide input, approve all stages of development and act as final reviewer of all communications plans and associated deliverables. As such, the Contractor shall be required to meet regularly with other contractors and subcontractors and CMS staff. As directed by CMS, the Contractor shall also collaborate with the other complementary campaigns and its applicable contractors for national campaign efforts that target specific populations.

1. **Task Order Kick-Off Meeting:** The overall task order Kick-Off Meeting shall take place no later than two (2) weeks after the task order award. The purpose of the meeting is to begin overall project planning of the task order.
2. **Strategic Communications Plan:** The Contractor shall provide the COR with a strategic plan which includes the critical path, decision points and dependencies, and risk identification/mitigation plans. Additionally, this plan shall ensure minimum cost and labor efficiency in coordinating activities relating to the design and implementation of this project. The strategic communications plan shall include: establishing goals, defining the target, defining the messages, identifying opportunities for public interaction, identifying opportunities for media interaction; and recommending social media tactics and analysis. The strategic plan shall also include a strategic overview and timeline with noted critical dependencies and key decision points.
3. **Review of Agency Sub-communication Plans:** The Contractor shall provide to the COR a review of all agency sub-communications plans and recommendations for adjusting messages to align with the overall CMS messaging architecture. The Contractor shall also coordinate with key media groups about agency sub-communications plan to ensure consistent messaging.

4. Development of Strategic Communications Calendar: The Contractor shall develop and coordinate a strategic communications calendar that streamlines key CMS initiatives across all CMS components.
5. Development of CMS Messaging Architecture: The Contractor shall develop and coordinate an overarching CMS Messaging Architecture that highlights key messages for key audiences.
6. Development and Execution of Policy Translation for Key Audiences: The Contractor shall translate complex healthcare policy into messages that resonate with key audiences based on the CMS Messaging Architecture.
7. Development of a Comprehensive Social Media Strategy: The Contractor shall develop and coordinate a comprehensive social media strategy that aligns CMS messages across social media channels and creates compelling content that resonates with our target audiences.
8. Development of Public Engagement Plan: The Contractor shall develop a public engagement plan that aligns with CMS' goals and objectives.
9. Speech Writing Support: Based on the Strategic Communications Plan and CMS' Messaging Architecture, the Contractor shall provide speech writing and preparation support for the Administrator and agency executives.
10. Earned Media Plan: The Contractor shall provide the COR a plan for conducting earned media at a national and local level in conjunction with Media Relations Group (MRG) or CMS regional offices. The plan shall include markets to target, tactics and justification for these recommendations.
11. Weekly Status Call, Call Agendas and Weekly Task Reports: On a weekly basis, the Contractor shall provide the COR a written agenda to accompany weekly status calls with CMS. During these calls, the Contractor shall report on progress on all deliverables, tasks, and risk mitigation issues and review current and upcoming tasks related to the campaign.

The Contractor shall provide a weekly task report/conference call summary capturing key details from the status call (e.g. tasks reviewed, decisions pending, action items and accomplishments), as well as activities completed during the week and anticipated activities for the following week.

12. Regular Meetings with CMS: In addition to the weekly call listed under Deliverable 11, the Contractor may also be asked to participate in meetings regularly on a schedule to be defined in the Strategic Plan, or an ad hoc meeting at the request of CMS, and may be required to meet face-to-face with CMS staff in either Washington, D.C. or Baltimore.
13. Monthly Expenditure Report and Status Report: The Contractor shall provide to the COR and Contract Specialist (CS) an updated monthly expenditure report and status report. The Expenditure

Report shall include, but not be limited to:

- Funding spent or obligated to date
- Expected expenditures over the next 30 days
- Funding remaining in task order
- Correlation of activities to costs
- Status of current activities and deliverables

The Contractor shall provide electronic copies of the Monthly Expenditure Report and Status Report no later than the 15th of each month beginning with the first full month after the effective date of award.

14. Comprehensive Project Completion Report with Recommendations for Next Steps: The Contractor shall provide to the COR a comprehensive project completion report that shall include "lessons learned" to inform future communications planning.
15. Final Materials to be supplied to CMS for Archival Purposes: The Contractor shall provide to the COR all finalized creative materials, including supporting paperwork regarding usage rights, contacts for renewing usage rights, and signed Model Release forms. Creative materials files shall include print and collateral materials - all of the native graphic files (burned to CD) and all supporting high-resolution artwork, fonts, images and illustrations used to create the product. Files shall be Macintosh platform in InDesign CS3, Adobe Photoshop, and Adobe Illustrator or PC platform in Quark Xpress 6.5, Adobe Photoshop, and Adobe Illustrator. File format will depend on what the output is going to be, but could possibly be indd., qxp., jpeg, tiffs, and pdfs:
 - **Print** (e.g., newspaper and magazine): Native graphic files and all supporting high-resolution artwork/graphical elements (e.g., JPG, EPS, TIFF) and fonts. Files shall be in Adobe Creative Suite applications: InDesign, Photoshop, Acrobat or Illustrator. CMS currently uses Creative Suite 5. All final creative packages shall include a 508 compliant PDF.
 - **Television and Radio:** Master files of filming/recording in format acceptable for future media placement on beta and CD/DVD. Files shall also be accompanied by a 508 compliant video script or story board PDF.
 - **Digital Media/Web:** Finalized files for posting on the web in format acceptable for future media placement.
 - **Out of Home:** Digital signage, video placements, for example.
 - **Press materials:** Press releases, media advisories, drop-in articles, for example.
 - **Collateral materials**
 - **Information intermediary materials:** Materials developed to reach information intermediaries.

Final creative material shall be 508 compliant.

D. DELIVERABLES SCHEDULE

The supplies/services to be furnished under this task order shall be delivered in accordance with the following schedule.

Schedule of Deliverables

Deliverable	Recipient	Date
1. Kick-off Meeting	OC and OAGM staff	Within two (2) weeks of award
2. Strategic Communications Plan	COR	30 days after award date
3. Review of Agency Sub-communications Plans	COR	Monthly
4. Strategic Communications	COR	Monthly
5. CMS Messaging Architecture	COR	30 days after award date
6. Policy Translation	COR	Monthly
7. Comprehensive Social Media Strategy with Weekly Content Calendar	COR	30 days after award date and weekly
8. Public Engagement Plan	COR	30 days after award date and as needed and assigned by CMS
9. Speech Writing Support	COR	As requested
10. Earned Media Plan	COR	30 days after award
11. Weekly Status Call, Call Agendas and Task/Meeting Reports	COR	<u>Agenda:</u> Weekly, prior to call <u>Task/Meeting Report:</u> Weekly, 1 day after meeting
12. Regular Meetings with CMS	COR	As requested by CMS
13. Monthly Expenditure and Status Report	COR/Contract Specialist	Monthly
14. Comprehensive Completion Report with Recommendations for Next Steps	COR	30 days before the end of the period of performance
15. Final Materials to be Supplied to CMS for Archival Purposes	COR	30 days before the end of the period of performance

NOTE: This SOW may be modified to incorporate additional within scope workload not currently identified herein.

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
P00001 See Block 16C

6. ISSUED BY CODE AGG - DBSC 7. ADMINISTERED BY (If other than Item 6) CODE AGG/LT
CMS, DAGM, AGG, DBSC
7500 SECURITY BLVD., MS: 63-30-03
BALTIMORE MD 21244-1850
Lauren Teal
Contract Specialist

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.
Porter Novelli Public Services Inc.
Attn: LAURA WOTYCHA
[Redacted]

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13)
HESM-500-2011-000281
75FCMC18F0001
08/31/2018

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 6 and 7, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as change in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.212-4, Alt. I (c) Contract Terms and Conditions- Commercial Items
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return _____ 1 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Tax ID Number: [Redacted]
DUNS Number: [Redacted]
The purpose of this modification is to:
1. Update Section B.14(B) with the revised CMS Clause, "Payments-Invoices-Commercial Time & Materials/Labor Hour Contracts (AUG 2018)"; and,
2. Formally add the following labor categories to Section B.5 Schedule of Services:
-Executive Vice President, \$279.29
-Account Executive, \$101.70
All other terms and conditions remain the same.
Period of Performance: 09/15/2018 to 08/31/2019

Except as provided herein, all terms and conditions of the document referenced in Item 8 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) [Redacted] Partner	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) HEATHER ROBERTSON
17A. CONTRACTING OFFICER [Redacted] (Signature of person authorized to sign)	18A. UNITED STATES OF AMERICA Heather M. Robertson-S (Signature of Contracting Officer)
15B. DATE SIGNED 12/4/2018	18B. DATE SIGNED Digitally signed by Heather M. Robertson-S Date: 2018.12.17 08:30:54 -0500

NOTE: Only those contract sections which differ from the Umbrella IDIQ contract terms and conditions, or provide more detailed information specific to this particular Task Order, are provided below. For those contract sections not identified below, all terms and conditions of the Umbrella IDIQ contract remain in effect.

SECTION B-SUPPLIES/SERVICES

B.1 Brief Description of Services

The purpose of this task order is to obtain technical professional services for the development of an agency wide *Strategic Communications Plan* in support of CMS' overall goals, objectives and initiatives.

B.5 Schedule of Services

The contractor has the right to adjust the amount of labor hours between labor categories and between labor and non-labor elements as long as the contractor stays within the T&M NTE Ceiling amount of **\$2,249,952.00**.

CLIN / SLIN #	Description	PSC	Accounting Classification	Unit of Measure	Quantity	Estimated Cost	Period of Performance
0001	Strategic Communications Services	R426	CAN-5996933	Dollars	\$2,249,952.00	\$2,249,952.00	September 15, 2018 – August 31, 2019

Strategic Communications Services (awarded)

COST ELEMENT	Name	RATE	HRS.	AMOUNT
Partner	Pam Stevens	\$310.33	660	\$204,817.80
Executive Vice President		\$279.29	0	\$0.00
Senior Vice President	Joanna Koischak	\$231.17	1,300	\$300,521.00
Senior Vice President	Eric Rosenberg	\$231.17	500	\$115,585.00
Senior Vice President	Eric Bearse	\$231.17	500	\$115,585.00
Senior Vice President	Marcus Barlow	\$231.17	1,840	\$425,352.80
Vice President	Kendra Kojcsich	\$209.21	1,100	\$230,131.00
Account Manager		\$157.19	1,100	\$172,909.00
Account Supervisor		\$147.95	200	\$29,590.00
Account Supervisor		\$147.95	200	\$29,590.00
Senior Account Executive		\$138.70	740	\$102,638.00
Account Executive		\$101.70	0	\$0.00
Assistant Account Executive		\$95.74	1,040	\$99,569.60
Account Coordinator		\$67.59	0	\$0.00
Subtotal			9,180.00	\$1,826,289.20
Other Direct Costs (ODC's)				\$373,205.90
Indirect Costs on ODCs				\$50,456.43

<i>ODCs + Indirect Costs</i>				<i>\$423,662.33</i>
<i>T&M Not to Exceed Total</i>				<i>\$2,249,952.00*</i>

*Rounded

Travel and Other Direct Costs shall be reimbursed at actual costs incurred in accordance with 52.212-4, Alt. I and the Federal Travel Regulation as applicable.

B.6 Type of Order

This is a time and materials (T&M) task order.

B.8 Period of Performance

The period of performance for this task order is September 15, 2018 through August 31, 2019.

B.14(B) PAYMENTS – INVOICES – Commercial Time & Materials/Labor Hour Contracts (AUG 2018)

a. **GENERAL:** The Contractor shall submit to the Government an invoice for payment in accordance with the instructions below.

b. **BANKING CHANGES:** The contractor shall notify CMS' Division of Accounting Operations of all banking and address changes made in SAM via the following email address: [REDACTED]

c. **CONTENT OF INVOICE:** FAR 32.905 Payment Documentation and Process, provides the required content for a proper invoice. In addition to the requirements of FAR 32.905, the following items shall also be included on the invoice to be considered proper:

- Line item number (i.e. CLIN/SLIN as applicable)
- Contractor's DUNS Number
- Period of performance for delivery date of goods or services provided.

d. **INVOICE SUBMISSION:** Invoices shall be submitted in electronic format via email as follows:

To...: [REDACTED]

Cc...: Please "Cc..." your respective Contract Specialist (CS) and Contracting Officer's Representative (COR) as follows:

- Contract Specialist [REDACTED] and
- COR [REDACTED]

Subject Line: The email subject line shall contain the following information: Contract

Number, Task/Delivery Order Number (if applicable), Invoice Number, and Notification of Final Invoice (if applicable).
PLEASE DO NOT INCLUDE ANY ADDITIONAL INFORMATION IN THE SUBJECT LINE, as doing so may delay internal processing of your invoice for payment.

Attachments: Invoice attachments shall be submitted in .pdf format. Only one invoice shall be attached per email. The first page of the attachment shall be the invoice, followed by any supporting documents as applicable.

e. PAYMENTS: The Government shall make payments on all invoices in accordance with the following clauses:

- FAR 52.232-33 Payments by Electronic Funds Transfer – System for Award Management.
- FAR 52.212-4, Contract Terms and Conditions – Commercial Items, Alt I.
- FAR 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts

Payment shall be made upon acceptance by the Contracting Officer's Representative (COR) of the required supplies/services in accordance with the applicable FAR Inspection and Acceptance clause and the Contracting Officer's approval.

Reimbursement for invoices submitted under this contract shall be made not later than 30 calendar days after receipt of a proper invoice from the Contractor at the paying office designated above. CMS will make every effort to accelerate payments to small businesses and prime contractors with small business subcontractors.

f. INTEREST ON OVERDUE PAYMENT: The Prompt Payment Act, Public Law 97-177 (96 Stat.85,31 U.S.C. 1801) is applicable to payments under this contract and requires the payment of interest on payments made more than 30 calendar days after receipt of a proper invoice by the Division of Accounting Operations.

Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and 5 CFR 1315.

B.16 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) / ALTERNATE CONTRACTING OFFICER'S REPRESENTATIVE (ALT COR)

- (a) The Contracting Officer has designated **Matthew Aiken** as the COR for this contract.
- (b) The duties of the COR are limited to the following:
 - (1) Monitoring of the contract from a programmatic standpoint; and
 - (2) Technical guidance which is within the scope of the contract as written.

(c) In the event your organization receives guidance from other than the Contracting Officer and such guidance is considered beyond or outside the scope of the contract, then the Contracting Officer must be contacted in writing immediately for the authority to proceed. Any guidance relative to this contract which is determined by the Contracting Officer to be beyond or outside the scope of this contract as written shall not be binding on the Government unless and until ratified in writing by a modification to this contract by the Contracting Officer.

(d) Unless and until the Contracting Officer determines the guidance is within the scope of this contract and modifies same, vouchers may not be submitted for work already performed.

B.18 GOVERNMENT REPRESENTATIVES & RESPONSIBILITIES (JUL 2016)

Following are the Government Representatives and their respective roles and responsibilities on this contract:

a. Contracting Officer

As defined in Federal Acquisition Regulation (FAR) 2.101, Definitions, and in accordance with FAR 1.602-1, Authority, "Contracting officers have authority to enter into, administer, and/or terminate contracts and make related determinations and findings." There is no other authorized representative or any other Administrative Contracting Officer assigned to this contract to carry out a Contracting Officer's duties, except for technical direction assigned to the Contracting Officer's Representative, if applicable.

The Contracting Officer is:

Centers for Medicare and Medicaid Services
7500 Security Blvd.
ATTN: Ms. Heather Robertson
Mailstop: [REDACTED]
Baltimore, MD 21244-1850
Email: [REDACTED]
Phone: [REDACTED]

a. Contract Specialist

Notwithstanding any of the other provisions of this Contract, the Contract Specialist will assist the Contracting Officer with his/her responsibilities as defined in the FAR.

The Contract Specialist is:

Centers for Medicare and Medicaid Services
7500 Security Blvd.
ATTN: Ms. Lauren Teal

Mailstop: [REDACTED]
Baltimore, MD 21244-1850
Email: [REDACTED]
Phone: [REDACTED]

a. **Contracting Officer's Representative**

The Contracting Officer's Representative (COR), as defined in FAR 2.101, Definitions, is:

Centers for Medicare and Medicaid Services
7500 Security Blvd.
ATTN: Matthew Aiken
Mailstop: [REDACTED]
Baltimore, MD 21244-1850
Email: [REDACTED]
Phone: [REDACTED]

In accordance with FAR 1.602-2(d), Responsibilities, the COR's delegated responsibilities are identified in the Contracting Officer's appointment memorandum, a copy of which will be furnished to the contractor.

Technical direction must be within the general scope of the work stated in the contract. The term "technical direction" is defined to include, without limitation, the following:

- (1) Directions to the Contractor which direct the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual technical requirements as identified in the Statement of Work or Performance Work Statement; or
- (2) Provision of information to the Contractor, which assists in the interpretation of drawings, specifications, or technical portions of the work description.

The COR does not have the authority to:

1. Make changes to contract terms and conditions;
2. Direct the contractor to perform work or make deliveries not specifically required under the contract;
3. Waive or relax the Government's rights with regard to the Contractor's compliance with the specifications, price, delivery or any other terms or conditions of the contract;
4. Make any commitments or approve any actions that would create any financial obligation on the part of the Government; or.

5. Issue direction that constitutes a "change" as defined in:

FAR 52.243-1, Changes – Fixed Price;
FAR 52.243-2, Changes – Cost Reimbursement;
FAR 52.243-3, Changes – Time and Material and Labor Hour;
FAR 52.243-4, Changes; or,
FAR 52.243-5, Changes and Changed Conditions.

All technical direction shall be issued in writing by the COR or, if issued verbally, shall be confirmed in writing by the COR within five (5) business days after issuance. The Contractor shall proceed promptly with the performance of technical direction duly issued by the COR within the scope of his/her authority.

If, in the opinion of the Contractor, any instruction or direction issued by a Government representative constitutes a change to the contract or constitutes a "Change Order" as defined in FAR 2.101, Definitions, the Contractor shall follow the instructions identified in FAR 52.243-7 Notification of Changes.

SECTION C CONTRACT CLAUSES

**C.2 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL
ITEMS (MAY 2015) - ALTERNATE I (MAY 2014)**

(a) *Inspection/Acceptance.* (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [Insert portion of labor rate attributable to profit.]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may-

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause-

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) Materials means-

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: N/A; and

(E) Indirect costs specifically provided for in this clause.

(iv) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in

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either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than

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System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payments.* (1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in

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the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor-

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall-

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

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(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause:

Phone, fax, copies
Media Monitoring

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price:

Indirect Cost Payment Schedule		
Period	Period	Amount Due
1	September 2018	\$4,204.70
2	October 2018	\$4,204.70
3	November 2018	\$4,204.70
4	December 2018	\$4,204.70
5	January 2019	\$4,204.70
6	February 2019	\$4,204.70
7	March 2019	\$4,204.70
8	April 2019	\$4,204.70
9	May 2019	\$4,204.70
10	June 2019	\$4,204.70
11	July 2019	\$4,204.70
12	August 2019	\$4,204.70
TOTAL:		\$50,456.43

(2) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such

ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule; and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment-

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost-

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at

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the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) Discount. In connection with any discount offered for early payment, time

shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i) Payments of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (a)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this

contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *System for Award Management (SAM)* (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a

minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) *Unauthorized Obligations.* (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or

similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

**C.2 ADDENDA TO 52.212-4 CONTRACT TERMS AND CONDITIONS -
COMMERCIAL ITEMS (MAY 2015)**

***Department of Health and Human Services Acquisition Regulations (HHSAR)
Clauses Incorporated by Reference***

**HHSAR 352.239-74 ELECTRONIC INFORMATION AND TECHNOLOGY
ACCESSIBILITY (DEC 2015)**

(a) Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all electronic and information technology (EIT) supplies and services developed, acquired, or maintained under this contract or order must comply with the "Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR part 1194. Information about Section 508 is available at <http://www.hhs.gov/web/508>. The complete text of Section 508 Final Provisions can be accessed at <http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards>.

(b) The Section 508 accessibility standards applicable to this contract or order are identified in the Statement of Work or Specification or Performance Work Statement. The contractor must provide any necessary updates to the submitted HHS Product Assessment Template(s) at the end of each contract or order exceeding the simplified acquisition threshold (see FAR 2.101) when the contract or order duration is one year or less. If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(c) The Section 508 accessibility standards not applicable to this task order are:

- Chapter 4 Hardware
- Chapter 5 Software

Therefore, all remaining standards apply.

(d) In the event of a modification(s) to this contract or order, which adds new EIT supplies or services or revises the type of, or specifications for, supplies or services, the Contracting Officer

may require that the contractor submit a completed HHS Section 508 Product Assessment Template and any other additional information necessary to assist the Government in determining that the EIT supplies or services conform to Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found under Section 508 policy on the HHS website: (<http://www.hhs.gov/web/508>). If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(e) If this is an Indefinite Delivery contract, a Blanket Purchase Agreement or a Basic Ordering Agreement, the task/delivery order requests that include EIT supplies or services will define the specifications and accessibility standards for the order. In those cases, the Contractor may be required to provide a completed HHS Section 508 Product Assessment Template and any other additional information necessary to assist the Government in determining that the EIT supplies or services conform to Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found at <http://www.hhs.gov/web/508>. If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the provided documentation, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

C.17 Subcontract Consent

(a) To facilitate the review of a proposed subcontract by the Contracting Officer's Representative (COR) and the Contracting Officer, the Contractor shall submit the information required by the FAR Clause 52.244-2 entitled, "Subcontracts" to the Contracting Officer. The Contracting Officer shall review the request for subcontract approval and the COR's recommendation and advise the Contractor of his/her decision to consent to or dissent from the proposed subcontract, in writing.

(b) Consent is hereby given to issue the following subcontract(s): N/A

C.23 352.237-75 Key Personnel (DEC 2015)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to diverting any of the specified individuals to other programs or contracts (or as soon as possible, if an individual must be replaced, for example, as a result of leaving the employ of the Contractor), the Contractor shall notify the Contracting Officer and shall submit comprehensive justification for the diversion or replacement request (including proposed substitutions for key personnel) to permit evaluation by the Government of the impact on performance under this contract. The Contractor shall not divert or otherwise replace any key personnel without the written consent of the Contracting Officer. The Government may modify the contract to add or delete key personnel at the request of the contractor or Government.

The following individuals are considered key personnel under this task order:

Kendra Koicsish- Project Director
[REDACTED] Account Manager

C.33 CMS Information Security (APR 2013)

All CMS information shall be protected from unauthorized access, use, disclosure, duplication, modification, diversion, or destruction, whether accidental or intentional, in order to maintain the security, confidentiality, integrity, and availability of such information. Therefore, if this contract requires the contractor to provide services (both commercial and non-commercial) for Federal Information/Data, to include any of the following requirements:

- Process any Information/Data; or
- Store any Information/Data (includes "Cloud" computing services); or
- Facilitate the transport of Information/Data; or
- Host/maintain Information/Data (including software and/or infrastructure developer/maintainers); or
- Have access to, or use of, Personally Identifiable Information (PII), including instances of remote access to, or physical removal of, such information beyond agency premises or control,

The contractor shall become and remain compliant with the requirements set forth at the CMS Information Security website at <https://www.cms.gov/Research-Statistics-Data-and-Systems/CMS-Information-Technology/InformationSecurity/Info-Security-Library-Items/CMS-Information-Security-Contract-Clause-Provision.html>. The requirements cover all CMS contracts and associated deliverables, which are required on a "per contractor" basis.

The contractor shall ensure that the following Federal information security standards are met for all of its CMS contracts:

- **Federal Information Security Management Act (FISMA)** – FISMA information can be found at <http://csrc.nist.gov/groups/SMA/fisma/index.html>. FISMA requires each Federal agency to develop, document, and implement an agency-wide program to provide information security for the information and information systems that support the operations and assets of the agency, including those provided or managed by another agency, contractor, or other source; and,
- **Federal Risk and Authorization Management Program (FedRAMP)** – FedRAMP information can be found at <http://www.gsa.gov/portal/category/102371>. The FedRAMP is a government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services.

The Contractor shall include in all awarded subcontracts the FISMA/FedRAMP compliance requirements set forth at the CMS Information Security website at <https://www.cms.gov/Research-Statistics-Data-and-Systems/CMS-Information-Technology/InformationSecurity/Info-Security-Library-Items/CMS-Information-Security->

Contract-Clause-Provision.html.

C.45 Open Government Proactive Pre- Disclosure Notification (OCT 2013)

In order to reduce the administrative burden of responding to Freedom of Information Act (FOIA) requests for high visibility/high public interest contracts throughout contract administration, the Contractor shall submit its review of the awarded contract (and contract modifications, if requested) for FOIA disclosure exemptions within thirty (30) calendar days of contract award. The review will substantiate "...Trade secrets and commercial or financial information obtained from a person and privileged or confidential..." information, in accordance with 5 U.S.C. §552 FOIA, Exemption (b)(4), which could reasonably be expected to cause substantial competitive harm.

Submissions: The Contractor shall submit one (1) Compact Disc (CD) or Digital Video Disc (DVD) with all 5 U.S.C. §552 FOIA, Exemption (b)(4), "...Trade Secrets, Commercial or Financial Information Which is Privileged or Confidential..." otherwise known as public release/non-Confidential Business Information (non-CBI), with the information identified as follows:

- a. **CBI Highlighted Copy of Contract:** One copy of the contract with all CBI highlighted for CMS FOIA review.
- b. **Contractor Proposed Redacted Public Release Copy of Contract:** An additional copy of the contract will be provided for public release with all the identified information redacted. Redactions shall be made using "black" boxes, which cannot be removed or uncovered by a reader.
- c. **Pre-Disclosure Concerns - Comments/Rationale for Non-Disclosure of Trade Secrets, Commercial or Financial Information Which is Privileged or Confidential:** The Contractor shall provide, in a separate file, rationale for why disclosure of "...Trade Secrets, Commercial or Financial Information Which is Privileged or Confidential..." would cause the Contractor organization substantial competitive harm if disclosed to other entities. Rationale shall be provided for each individual recommended redaction. Generalized conclusions of competitive harm are not a sufficient basis for the CMS FOIA office to invoke the exemption and thereby protect the Contractor's interest.

All CD/DVDs shall be mailed to the CMS FOIA Officer (address below) within thirty (30) calendar days of contract award and within thirty (30) calendar days of a CMS request, i.e. existing or modified contracts. All CD/DVD files shall be submitted as Portable Document Format (.pdf) files.

CD/DVD and File Naming Conventions: The Contractor shall name the CD/DVD with the Contract Number and utilize the following CD/DVD file naming conventions:

HHSM-500-2013-xxxxxx – Highlighted
HHSM-500-2013-xxxxxx – Redacted
HHSM-500-2013-xxxxxx – Pre-Disclosure Concerns

CD/DVD shall be mailed to the CMS FOIA Officer at:

Centers for Medicare & Medicaid Services
Freedom of Information Act Office
ATTN: CMS FOIA Officer
Mailstop: N2-20-16
7500 Security Boulevard
Baltimore, MD 21244-1850

Copy- Correspondence Only (No CD/DVD);
Contracting Officer
Contracting Officer's Representative (COR)

It should be noted that the CMS FOIA Office makes the final determination as to what information is released to the public, after considering any feedback from OAGM and/or the Contractor.

C.46 Post Award Business Ethics, Conflict of Interest and Compliance (OCT 2015)

a. **General:** It is imperative that the Contractor and the services provided under this contract be free, to the greatest extent possible, of all Organizational and Personal Conflicts of Interest. In this clause, all references to Organizational and/or Personal Conflicts of Interests will be referred to individually or collectively, as the text justifies, as Conflicts of Interest (COI). Except as provided below, the Contracting Officer shall not maintain a contract with a Contractor that the Contracting Officer determines has, or has the potential for, an unresolved COI. However, in accordance with FAR 9.503 Waiver, the Contracting Officer may contract with a Contractor that has an unresolved COI if he/she determines that it is in the best interest of the Government to do so.

b. **Definitions:**

Actual COI— means that the COI is currently in existence as determined by the Offeror's or Contractor's Compliance Officer and/or as determined by CMS. This form of COI will require avoidance, neutralization or mitigation acceptable to CMS.

Affiliates — As defined in FAR 2.101 means associated business concerns or individual(s) if, directly or indirectly either one controls or can control the other; or a third party controls or can control both.

For purposes of this contract, affiliate control or influence may include, but is not limited to:

- (a) Interlocking management or ownership (e.g., individuals serving in similar capacities in several companies);
- (b) Identity of interests among family members such as spouse/domestic partner and/or any dependent of the respondent;

- (c) Shared facilities and equipment;
- (d) Common use of employees; or
- (e) A business concern organized just prior to, or immediately following, the release of a solicitation or request for information, which has the same or similar management, ownership, or principal employees as the Offeror or Contractor.

Any business, whether or not it is organized for profit or located in the United States or its outlying areas, or person may be found to be an affiliate. Control may be affirmative or negative and it is immaterial whether it is exercised so long as the power to control exists.

Apparent (Perceived) COI – means that the COI on first observation appears to be an actual or potential COI, but may or may not be after analysis. Even if the apparent COI is determined to be non-existent, this perception may still require further explanation.

Financial Interests/Relationships – means a healthcare related direct or indirect ownership or investment interest (including an option or non-vested interest) in any entity that exists through equity, debt, or other means and includes any indirect ownership or investment interest no matter how many levels removed from a direct interest.

A financial interest/relationship may arise from the following non-exclusive examples:

- (a) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;
- (b) Current or known future arrangements or requirements for which you are defined as an interested party including, but not limited to, an entity that may create one or more of the three forms of COI;
- (c) Consulting relationships, including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation;
- (d) Services provided in exchange for honorariums including travel expense reimbursements;
- (e) Research funding or other forms of research support;
- (f) Healthcare related investment in the form of stock or bond ownership, including healthcare sector investment only mutual funds;
- (g) Healthcare business ownership or partnership interests;
- (h) Patents, copyrights, and other intellectual property interests;

- (i) Seeking or negotiating for prospective employment or business; or
- (j) Gifts, including travel.

Mitigation – means action taken by the Contractor to reduce the COI risk to a level acceptable to CMS on a present contract.

Organizational Conflict of Interest – In accordance with FAR 2.101 Definitions, means that because of other activities or relationships with other persons, a person is unable, or potentially unable, to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is, or might be, otherwise impaired, or a person has an unfair competitive advantage.

For purposes of this contract, the COI definition includes direct or indirect relationships including, but not limited to, the Contractor and its parent company, subsidiaries, affiliates, subcontractors, clients and principals.

Personal Conflicts of Interest – A situation in which a person has a financial interest, personal activity, or relationship that could impair the person's ability to act impartially and in the best interest of the Government when performing under this contract.

(a) Among the sources of personal conflicts of interest are—

- i. Financial interests of the person, spouse/domestic partner and/or any other dependent of the person, as defined for Federal tax purposes;
- ii. Other employment or financial relationships (including seeking or negotiating for prospective employment or business) and,
- iii. Gifts, including travel.

(b) For example, financial interests referred to in paragraph (a)(i) of this definition may arise from—

- i. Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;
- ii. Consulting relationships;
- iii. Services provided in exchange for honoraria or travel expense reimbursements;
- iv. Research funding or other forms of research support;
- v. Healthcare related investments;
- vi. Real estate investments;
- vii. Patents, copyrights, and other intellectual property interests; or
- viii. Business ownership and investment interests.

Potential COI – means that the COI could become an actual COI due to contingency events and/or as determined by CMS. This form of COI will require mitigation acceptable to CMS.

Principal – As defined in FAR 52.203-13, Contractor Code of Business Ethics and Conduct, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a division or business segment, and similar positions).

Three (3) Types of COIs include:

Conflict Types	Definitions
Biased Ground Rules	Consists of situations in which a firm, as part of its performance of a Government contract, has helped (or is in a position to help) set the ground rules for another Government contract by, for example, writing the statement of work or the specifications, or establishing source-selection criteria. In these “biased ground rules” cases, the primary concern is that the firm could skew the competition, whether intentionally or not, in favor of itself and/or its affiliates.
Impaired Objectivity	Consists of situations where a firm has an interest (typically financial) that may conflict with the interest of the Government to whom the firm has a contractual obligation, and the firm’s work under the Government contract could give the firm the opportunity to benefit its other business interests. If the firm is providing recommendations, judgment or advice, and its other business interests could be affected by that recommendation, judgment or advice, the firm’s objectivity may be impaired. An example is where the firm was evaluating itself, an affiliate or a competitor, either through an assessment of performance under another contract or an evaluation of proposals.
Unequal Access to Information	“Unfair” access to non-public information – Consists of situations in which a firm has access to nonpublic information (including proprietary information and non-public source-selection information) as part of its performance of a Government contract and that information may provide the firm with a competitive advantage in a later competition for a Government contract. In these “unequal access to information” cases, the concern is limited to the risk of the firm gaining an unfair competitive advantage; there is no issue of bias. Note: Incumbency alone does not constitute an “unequal access to information.”

- c. **Conflicts of Interest Identified During Contract Performance** – In accordance with FAR 3.10 and 52.203-13, Contractor Code of Business Ethics and Conduct, and this contract, the Contractor shall have procedures in place to detect and disclose all COIs throughout the life of the contract.

1. **COI Oversight Program:** The Contractor shall maintain an effective COI Oversight Program. As part of the program, the Contractor shall implement company business practices, procedures, policies and internal controls for compliance with COI requirements, such as:
 - (a) Preventing conflicts of interest, prohibiting the use of non-public information accessed through this contract for personal gain, and obtaining a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through this contract;
 - (b) Conducting Internal and External Audits;
 - (c) Policy Enforcement and Employee Disciplinary Actions;
 - (d) Retention of Records;
 - (e) Management of Subcontractors;
 - (f) Internal control systems;
 - (g) Display of Fraud Hotline Poster(s) in accordance with FAR 52.203-14 Display of Hotline Poster(s).
 - (h) Reviewing the information required by Attachment 3, Contractor Personal Conflict of Interest Financial Disclosure Template, for each principal, officer and governing body member (e.g., Board of Directors; Trustees; etc.) of the organization, as well as managers and key personnel who would be, or are involved with, the performance of this contract. It is recommended that individuals who have not disclosed changes within the reporting period, submit an annual disclosure update to their Compliance Officer for review;
 - (i) Informing employees, through an employee education and training program, of their obligation to disclose and prevent conflicts of interest; not to use non-public information accessed through performance of this contract for personal gain, and to avoid even the appearance of personal conflicts of interest; and,
 - (j) Reporting to the Contracting Officer any conflict of interest violations.

The following details are provided for respective COI disclosure expectations when/if a COI arises during contract performance:

2. **Conflict of Interest:**

COI information shall be submitted as follows:

(a) **Conflict of Interest Submission During Contract Performance:**

At any time during the performance of this contract, if the Contractor learns of any actual, potential, or apparent COI, whereby a reasonable business person might equate the COI to one (1) of the three (3) types of COIs identified in H.1.b Definitions, the Contractor shall notify the Contracting Officer in writing within five (5) business days of the identification of the actual, potential, or apparent COI. Within 30 calendar days, or as otherwise negotiated with the Contracting Officer, the Contractor shall submit a COI

Disclosure in accordance with 2(b) below.

- (b) **What is Required in a COI Disclosure:** When an initial COI disclosure is submitted and/or a revision thereof is required, the Contractor shall provide an initial or revised, as the case may be, Attachment 2, Contractor Business Ethics, Conflict of Interest and Compliance Program Requirements.
- (c) **Personal COI Information:** It is the Offeror/Contractor's responsibility to have a plan in place (see C.46.c.1 COI Oversight Program) to ensure that actual, potential, or apparent personal conflicts of interest are identified, analyzed and mitigated for performance of this contract.

Personal COI information shall be obtained by the Offeror/Contractor for each:

- Manager or Key personnel who would be, or are involved with, the performance of this contract;
- Governing Body member (e.g., Board of Directors, Trustees, etc.); and,
- Principals of the organization as defined by FAR 52.203-13, Contractor Code of Business Ethics and Conduct.

Attachment 3, Contractor Personal Conflict of Interest Financial Disclosure Template is provided as a "sample" for the Offeror/Contractor to follow when identifying, analyzing and mitigating actual, potential, or apparent Personal COIs for this contract. Notwithstanding, Personal COI information obtained from the above individuals shall not be submitted to the Government.

- (d) **Mitigation/Resolution:** The Contracting Officer determines whether a COI has been identified and whether the actual, potential or apparent COI has been mitigated/resolved to the Government's satisfaction. The Mitigation/Resolution plan may include a COI audit requirement as determined by the Contracting Officer. The Contractor's approved COI Mitigation/Resolution plan shall be incorporated into the contract.

In cases whereby a COI cannot be, or has not been, mitigated to the Contracting Officer's satisfaction, the Contracting Officer may take the following action including, but not limited to:

- i. Request a post-award waiver in accordance with FAR 9.503 Waiver, from the Head of the Contracting Activity; or
 - ii. Make changes to the requirements of the contract; or
 - iii. Terminate the contract.
- (e) **Independent Audit:** If the Contracting Officer requires a COI audit as part of the accepted mitigation plan, the Contractor shall obtain the services of an

External/Independent auditor to conduct an audit. If the Government chooses to undertake the audit in lieu of the Contractor's independent auditor, the Contracting Officer will notify the Contractor within 60 days of the anniversary date of the contract.

Such auditor shall have expertise in conducting compliance program and conflict of interest audits. The Contractor's records may also be subject to audit by the Government to ensure compliance with this contract's C.46 clause requirements and/or ensure that any corrective action, if necessary, has been implemented.

1. Subcontractors: A COI independent audit shall be required at the discretion of the Prime Contractor. If the Prime Contractor requires an audit of the subcontractor(s), the subcontractor's audit shall be included with the Prime Contractor's audit submission.
2. First Audit: When an audit is required as part of an acceptable mitigation plan, the Contracting Officer will negotiate the frequency of the audits and required deliverable dates. Generally, only one audit will be required during the period of performance subject to Contracting Officer discretion. The independent audit will be submitted by the auditor directly to the Contracting Officer with a copy to the Contractor.
3. Subsequent Audits: Additional audits are at the discretion of the Contracting Officer. The Contracting Officer will consider previous audit findings, any corrective action(s) and any new COI information, when making the decision to require subsequent audits.
4. Audit Findings: When Contractor Conflict of Interest Oversight findings are disclosed in an independent audit, the Contractor shall include in the draft audit report its proposed corrective action plan for each finding. The Contracting Officer may require a revised COI mitigation plan to be submitted as a result of the audit findings.
5. Independent Audit Requirements:
 - (a) The auditor shall decide what processes it will use to review, verify and confirm the information, processes and policies disclosed by the Contractor to the Government. The audit shall include a process for the contractor to review audit findings and provide a response to the auditor, which shall be included in the final audit submitted to the CMS Contracting Officer.
 - (b) The audit shall confirm that any and all COI mitigation plans, approved by the Government, have been implemented and are functioning as anticipated. Although not all inclusive, the auditor may also want to consider the following:

- (i) Review of all COI disclosures submitted to the Government to validate the accuracy and completeness of such disclosures;
- (ii) Conducting appropriate interviews with principals, key personnel and independent members of the board of directors, as appropriate;
- (iii) Reviewing the Contractor's organizational chart(s), articles of incorporation, bylaws and/or other documents, to validate the accuracy and completeness of COI disclosures to the Government;
- (iv) Confirming that the Contractor annually, at a minimum, collects and reviews for assessment and appropriate action by the Compliance Officer, personal conflict information from its principals, key personnel (on the relevant contract(s)) and board of director members;
- (v) Confirming whether the Contractor is in compliance with its internal Contractor Conflict of Interest Oversight program(s); and,
- (vi) For its Subcontractors, confirming whether the prime Contractor is monitoring Subcontractor compliance with the required contract flow-down provisions and disclosed practices, in accordance with contract H.1. The auditor may review other information as it deems appropriate to ensure that COI issues have been identified and resolved, in accordance with Contractor disclosures.
- (vii) The auditor will also examine the Contractor's records to verify that all of the requirements specified in FAR 52.203-13(c)(2)(ii), Contractor Code of Business Ethics and Conduct, are met.

6. **Reporting Requirements:** The audit report, inclusive of all auditor findings and proposed corrective actions, shall be delivered via e-mail or US Postal Service to the Contracting Officer directly from the auditor.

d. **Subsequent COI Disclosures** (i) When/if a COI is discovered during contract performance, subsequent COI disclosures may be required as follows:

- If as a result of, the Government or Contractor independent auditor review, any findings require a change in the Initial Disclosure, submit a COI Disclosure Revision, in accordance d (ii), below, to the Contracting Officer within 30 calendar days of the final audit report.

- Within 30 calendar days when the Contracting Officer requests a revision.
- At least 45 calendar days prior to a change due to proposed or planned business actions, e.g., acquiring or selling a business or business segment, changes in ownership of the organization holding the contract, etc.

(ii) What is Required in a Revision:

When COI disclosures require revision, the Contractor shall provide a revised Attachment 2, Contractor Business Ethics, Conflict of Interest and Compliance Program Requirements. Red-lined versions are preferred.

- e. **Subcontractor Flow-Down Clause:** The prime Contractor is responsible for avoiding, neutralizing and mitigating all actual, potential, or apparent COIs of its Subcontractors, in accordance with this clause. Therefore, the prime Contractor shall flow-down C.46 Post Award Business Ethics, Conflict of Interest and Compliance, of this contract in all subcontracts. For Subcontractors, wherever the term "Contractor" is used, insert "Subcontractor."

C.47 CMS SECURITY CLAUSE (APR 2016)

a. Applicability

In accordance with OMB Memorandum M-05-24, Implementation of Homeland Security Presidential Directive 12 (HSPD-12): Policy for a Common Identification Standard for Federal Employees and Contractors, dated August 27, 2004, and Federal Information Processing Standard (FIPS) PUB Number 201-2, Personal Identity Verification (PIV) of Federal Employees and Contractors, CMS must achieve appropriate security assurance for multiple applications by efficiently verifying the claimed identity of individuals seeking physical access to Federally controlled government facilities and/or logical access to federally controlled information systems. Contractors that require routine physical access to a CMS facility and/or routine access to a CMS federally controlled information system will be required to obtain a CMS issued PIV, PIV-I or Locally Based Physical Access card. FIPS PUB 201-2 specifies the architecture and technical requirements for a common identification standard for Federal employees and Contractors.

When a PIV or PIV-I card is provided, it shall be used in conjunction with a compliant card reader and middleware for logical system access. The Contractor shall (1) Include FIPS 201-2 compliant, HSPD-12 card readers with the purchase of servers, desktops, and laptops; and (2) comply with FAR 52.204-9, Personal Identity Verification of Contractor Personnel.

b. Definitions

"Agency Access" means access to CMS facilities, sensitive information, information systems or other CMS resources.

"Applicant" is a Contractor employee for whom the Contractor submits an application for a

CMS identification card.

“Contractor Employee” means prime Contractor and subcontractor employees who require agency access to perform work under a CMS contract.

“Official station”— As defined by Federal Travel Regulations, An area defined by the agency that includes the location where the employee regularly performs his or her duties or an invitational traveler’s home or regular place of business. The area may be a mileage radius around a particular point, a geographic boundary, or any other definite domain, provided no part of the area is more than 50 miles from where the employee regularly performs his or her duties or from an invitational traveler’s home or regular place of business. If the employee’s work involves recurring travel or varies on a recurring basis, the location where the work activities of the employee’s position of record are based is considered the regular place of work.

“Federal Identification Card” (or “ID card”) means a federal government issued or accepted identification card such as a Personal Identity Verification (PIV) card, Personal Identity Verification-Interoperable (PIV-I) card, or a Local-Based Physical Access Card issued by CMS, or a Local-Based Physical Access Card issued by another Federal agency and approved by CMS. “Issuing Office” means the CMS entity that issues identification cards to Contractor employees.

“Locally Based Physical Access Card” means an access Card that is graphically personalized for visual identification, that does not contain an embedded computer chip, and is only used for physical access.

“Local Security Servicing Organization” means the CMS entity that provides security services to the CMS organization sponsoring the contract, Division of Physical Security and Strategic Information (DPSSI).

“Logical Access” means the ability for the Contractor to interact with CMS information systems, databases, digital infrastructure, or data via access control procedures such as identification, authentication, and authorization.

“Personal Identity Verification (PIV) card,” as defined in FIPS PUB 201-2, is a physical artifact (e.g., identity card, “smart” card) issued to an individual that contains a PIV Card Application which stores identity credentials (e.g., photograph, cryptographic keys, digitized fingerprint representation) so that the claimed identity of the cardholder can be verified against the stored credentials by another person (human readable and verifiable) or an automated process (computer readable and verifiable).

“Personal Identity Verification-Interoperable (PIV-I) card” similar to a PIV card, is a physical artifact (e.g., identity card, “smart” card) issued to an individual that contains a PIV Card Application which stores identity credentials (e.g., photograph, cryptographic keys, digitized fingerprint representation) so that the claimed identity of the cardholder can be verified against the stored credentials by another person (human readable and verifiable) or an automated process (computer readable and verifiable). PIV-I cards are issued by a non-

federal government entity to non-federal government staff. PIV-I cards are issued in a manner that allows federal relying parties to trust the cards. The PIV-I cards uses the same standards of vetting and issuance developed by the U.S. government for its employees

c. Screening of Contractor Employees

i. Contractor Screening of Applicants

1. Contractor Responsibility: The Contractor shall pre-screen individuals designated for employment under any CMS contract by verifying minimum suitability requirements to ensure that only qualified candidates are considered for contract employment. At the discretion of the government, the government reserves the right to request and/or review Contractor employee vetting processes. The federal minimum suitability requirements can be found below in section (c)(2)—Suitability Requirements, and are also contained in 5 CFR 731.202. The Contractor shall exercise due diligence in pre-screening all employees prior to submission to CMS for agency access.

2. Alien Status: The Contractor shall monitor an alien's (foreign nationals) continued authorization for employment in the United States. If requested by the Agency, the Contractor shall provide documentation to the Contracting Officer (CO) or the Contracting Officer's Representative (COR) that validates that the Employment Eligibility Verification (e-Verify) requirement has been met for each Contractor or sub-Contractor employee working on the contract in accordance with Federal Acquisition Regulation (FAR) 52.222-54 - Employment Eligibility Verification.

3. Residency Requirement: All CMS Contractor applicants shall have lived in the United States at least three (3) out of the last five (5) years prior to submitting an application for a Federal ID Card. CMS will process background investigations for foreign nationals in accordance with Office of Personnel Management (OPM) guidance. Contractor employees who worked for the U. S. Government as an employee overseas in a Federal or military capacity; and/or been a dependent of a U.S. Federal or military employee serving overseas, must be able to provide state-side reference coverage. State-side coverage information is required to make a suitability or security determination. Examples of state-side coverage information include: the state-side address of the company headquarters where the applicant's personnel file is located, the state-side address of the Professor in charge of the applicant's "Study Abroad" program, the religious organization, charity, educational, or other non-profit organization records for the applicant's overseas missions, and/or the state-side addresses of anyone who worked or studied with the applicant while overseas.

4. Selective Service Registration: All males born after December 31, 1959, must meet the Federal Selective Service System requirements as established on www.sss.gov.

ii. **Identification Card Application Process**

ID Card Sponsor: The CMS Contracting Officer's Representative (COR) will be the CMS ID card Sponsor and point of contact for the Contractor's application for a CMS ID card. The COR will review and approve/deny the HHS ID Badge Request before the form is submitted to the CMS, Office of Support Services and Operations, (OSSO), Division of Personnel Security Services (DPS), for processing. If approved, an applicant may be issued either a Personal Identity Verification (PIV) or PIV- I card that meets the standards of HSPD-12 or a Local-Based Physical Access Card.

Contractor Application Required Submissions: All applicants shall submit an HHS ID Badge Request form for issuance of a Federal ID Card. Unless otherwise directed by the ID Card Sponsor or DPS, applicants are required to electronically submit the request form via CMS' Enterprise User Administration (EUA) Electronic Front-end Interface (EFI) system, which is located at <https://eua.cms.gov/efi>. To assist users with the application process, a user's guide is located at: <https://www.cms.gov/About-CMS/Contracting-With-CMS/ContractingGeneralInformation/Contracting-Policy-and-Resources.html>.

The EUA users guide link should be used to obtain the most current instructional guidance.

PIV Training: Contractors who need PIV or PIV-I card shall complete HHS PIV Applicant Training, which is found at <https://www.cms.gov/About-CMS/Contracting-With-CMS/ContractingGeneralInformation/Contracting-Policy-and-Resources.html>. A copy of the completion certificate shall be included with the EFI application.

CMS Applicant Evaluations: CMS will evaluate an applicant's required access level. Once the review is complete and accepted for further processing, the applicant will be contacted by DPS to submit the below information, as applicable.

1. **e-QIP:** Contractor employees will be required to submit information into e-QIP, a web-based automated system that is designed to facilitate the processing of standard investigative forms used when conducting background investigations for Federal security, suitability, fitness and credentialing purposes.
2. **Fingerprints:** Instructions for obtaining fingerprints will be provided by CMS, OSSO, DPS.
3. **OF 306:** Contractor employees may be required to complete the Optional Form (OF) 306, Declaration for Federal Employment which can be found at https://www.opm.gov/forms/pdf_fill/of306.PDF.
4. **Access to Restricted Area(s):** The CMS COR will initiate all Federal ID card holders' physical access requests via Physical Access Control System (PACS) Central at <https://pam.cms.local>.

Suitability Requirements: CMS may decline to grant agency access to a Contractor employee including, but not limited to, any of the criteria cited below:

1. Misconduct or negligence in employment;
2. Criminal or dishonest conduct;
3. Material, intentional false statement, or deception or fraud in examination or appointment;
4. Refusal to furnish testimony as required by § 5.4 of 5 CFR 731.202;
5. Alcohol abuse, without evidence of substantial rehabilitation, of a nature and duration that suggests that the applicant or appointee would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of the applicant or appointee or others;
6. Illegal use of narcotics, drugs, or other controlled substances without evidence of substantial rehabilitation;
7. Knowing and willful engagement in acts or activities designed to overthrow the U.S. Government by force; and
8. Any statutory or regulatory bar which prevents the lawful employment of the person involved in the position in question.

Badge Issuance: Upon approval of the badging application process and prior to starting work on the contract, applicants whose official station is located within 50 miles from CMS' central office or one of its regional offices will be contacted to appear in person, at least two times (estimated at one hour for each visit), and shall provide two (2) original forms of identity source documents in order to generate the badge/ID. The identity source documents shall come from the list of acceptable documents included in FIPS 201-2, located at <http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.201-2.pdf>. At least one (1) document shall be a valid State or Federal government-issued picture ID. PIV-I mobile enrollment stations will be made available for applicants that have an official station more than 50 miles from CMS or any of its regional offices, and the employee will not need to travel to a CMS Office. The Contractor will be contacted by CMS for further instructions on the badging process in this scenario.

d. CMS Position Designation Assessment

CMS will assign a risk and sensitivity level designation analysis to the overall contract and/or to Contractor employee positions by category, group or individual. The risk and sensitivity level designations will be the basis for determining the level and type of personnel security investigations required for Contractor employees. At a minimum, the FBI National Criminal History Check (fingerprint check) must be favorably adjudicated. Additionally, the OPM e-QIP and other required forms must be accepted by DPS before a CMS identification card will be issued.

e. Post Badging Training Requirements:

Contractor employees that receive an HHS ID Badge are expected to complete the following online trainings each year, according to the timeframes indicated below, and annually thereafter. The below list is not all inclusive and the COR may indicate training that must be taken in addition to the below:

- i. **Security and Insider Threat Awareness and Training (30 days after receiving badge):** This course outlines the role of Contractors with regard to protecting information and ensuring the secure operation of CMS federally controlled information systems. Estimated time to complete is one hour.
 - ii. **Computer Based Training (CBT) (within 3 days of approved EUA account):** This training offers several modules to familiarize contractor employees with features of CMS' webinar service. Estimated time to complete is one hour.
- f. **Background Investigation and Adjudication**
Upon contract award and receipt of an HHS ID Badge Request, CMS will initiate the Agency Access procedures, to include a background investigation.

CMS may accept favorable background investigation adjudications from other Federal agencies when there has been no break in service. A favorable adjudication does not preclude CMS from initiating a new investigation when deemed necessary. Each CMS sponsored Contractor shall use the OPM e-QIP system to complete any required investigative forms.

The Contractor remains fully responsible for ensuring contract performance pending completion of background investigations of Contractor personnel. Employees that do not require access to CMS federally controlled information systems, facilities, or sensitive information in order to perform their duties may begin work on a contract immediately and need not submit an HHS ID Badge Request.

- i. Failure to cooperate with OPM or Agency representatives during the background investigation process is considered grounds for removal from the contract.
- ii. DPS may provide written notification to the Contractor employee, with a copy to the COR, of all suitability/non-suitability decisions. A CMS adjudicative decision (based on criminal history results or completed investigation results) is final, and is not subject to appeal.
- iii. Contractor personnel for whom DPS determines to be ineligible for ID issuance will be required to cease working on the contract immediately.
- iv. The Contractor shall immediately submit an adverse information report, in writing to the CO with a copy to the COR, of any adverse information regarding any of its employees that may impact their ability to perform under this contract. Reports should be based on reliable and substantiated information, not on rumor or innuendo. The report shall include, at a minimum, the Contractor employee's name and associated contract number along with the adverse information. The COR will forward the adverse information report to the DPS for review and/or action.
- v. At the Agency's discretion, Contractor personnel may be provided an opportunity to explain or refute unfavorable information before an adjudicative decision is rendered on whether or not to withdraw the Federal ID from the individual in question. Under the provision of the Privacy Act of 1974, Contractor personnel may request a copy of their own investigation by submitting a written request to the OPM Federal Investigative Services (FIS) Freedom of Information (FOI) office. The following OPM-FOI link is being

provided to afford one the instructions for obtaining a copy of one's file:
<https://www.opm.gov/investigations/freedom-of-information-and-privacy-act-requests/>.

g. Background Investigation Cost

The government will bear the cost of background investigations that are performed at the direction of CMS' personnel security representatives by the Federal government's approved and designated background investigation service provider, the OPM.

At the Agency's discretion, if an investigated Contractor employee leaves the employment of the Contractor, or otherwise is no longer associated with the contract within one (1) year from the date the background investigation was completed, the Contractor may be required to reimburse CMS for the full cost of the investigation. Depending upon the type of background investigation conducted and the cost incurred by CMS, the Contractor cost will be determined based upon the current OPM fiscal year billing rates, which can be found at <http://www.opm.gov/investigations/background-investigations/federal-investigations-notices>. The amount to be paid by the Contractor shall be due and payable when the CO submits a written letter notifying the Contractor as to the cost of the investigation. The Contractor shall pay the amount due within thirty (30) days of the date of the CO's letter by check, made payable to the "United States Treasury." The Contractor shall provide a copy of the CO's letter as an attachment to the check and submit both to the Office of Financial Management at the following address:

Centers for Medicare & Medicaid Services
PO Box 7520
Baltimore, Maryland 21207

h. Identification Card Custody and Control

The Contractor is responsible for the custody and control of all forms of Federal identification issued by CMS to Contractor employees. The Contractor shall immediately notify the COR when a Contractor employee no longer requires agency access due to transfer, completion of a project, retirement, removal from work on the contract, or termination of employment. Return all CMS Federal ID cards to:

The Centers for Medicare and Medicaid Services
Attn: DPS, Mailstop: SL-17-06
7500 Security Boulevard
Baltimore, Maryland 21244

The Contractor shall also ensure that Contractor employees comply with CMS requirements concerning the renewal, loss, theft, or damage of an ID card.

Failure to comply with the requirements for custody and control of CMS issued ID cards may result in a delay in withholding final payment or contract termination, based on the potential for serious harm caused by inappropriate access to CMS facilities, sensitive information, information systems or other CMS resources.

- i. **Renewal:** A Contractor employee's CMS issued ID card is valid for a maximum of five (5) years and 9 months or until the contract expiration date (including option periods), whichever occurs first. The renewal process should begin six weeks before the ID card expiration date by contacting the COR. If an ID card is not renewed before it expires, the Contractor employee will be required to sign-in daily for facility access and may have limited access to information systems and other resources. Contractor ID card certificate(s) require yearly updates from the issuance date. The yearly updates should be coordinated between the contractor and the COR.
- ii. **Lost/Stolen:** Immediately upon detection that an ID card is lost or stolen, the Contractor or Contractor employee shall report a lost or stolen ID card to the COR and the local security servicing organization at [REDACTED]. The Contractor shall also submit an Incident Report within 48 hours, to the COR, DPS at [REDACTED] and the local security servicing organization. The Incident Report shall describe the circumstances of the loss or theft. If the loss or theft is reported by the Contractor to the local police, a copy of the police report shall be provided to the COR. The Contractor employee shall sign in daily for facility access and may have limited access to information systems and other resources until the replacement card is issued.
- iii. **Replacement:** An ID card will be replaced if it is damaged, contains incorrect data, or is lost or stolen for more than three (3) days, provided there is a continuing need for agency access to perform work under the contract.

In the event that the PIV card or certificate(s) are not renewed in a timely fashion, or the ID card requires replacement due to being lost, stolen, or damaged, the contractor employee will go through the "Badge Issuance" process again as described in above in section (c)(2). In any of these events, contact your COR to coordinate the appropriate next steps.

i. Surrender ID Cards/Access Cards, Government Equipment

CMS reserves the right to suspend or withdraw ID card access at any time for any reason. Access will be restored upon the resolution of the issue(s).

Upon notification that routine access to CMS facilities, sensitive information, federally controlled information systems or other CMS resources is no longer required, the Contractor shall surrender the CMS issued ID card, access card, keys, computer equipment, and other government property to the CMS COR or directly to CMS at the address referenced above in section (f). DPS Contractor personnel who do not return their government issued property within 48 hours of the last day of authorized access to CMS, may be permanently barred from CMS systems and facilities and may be subject to fines and penalties, as authorized by applicable Federal or State laws.

Strategic Communications Services
Porter Novelli Public Services, Inc.
HHS-500-2011-000281 / 75FCMC18F0001
Modification P00001
Task Order Support Pages

The following clauses are incorporated by reference:

- C.48 FAR 52.224-1 Privacy Act Notification
- C.49 FAR 52.224-2 Privacy Act
- C.50 FAR 52.227-14 Rights in data-general
- C.51 FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions
- C.52 52.204-23 Prohibition on Contracting for Hardware, Software, and Services
Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	6. PROJECT NO. (if applicable)
8. ISSUED BY CMS, OAGM, AGG, DBSC 7500 SECURITY BLVD., MS: B3-30-03 BALTIMORE MD 21244-1850	CODE AGG - DBSC	7. ADMINISTERED BY (if other than item 8) Lauren Teal Contract Specialist	ODDE AGG/LT
8. NAME AND ADDRESS OF CONTRACTOR (pic, street, county, State and ZIP Code) Porter Novelli Public Services Inc. Attn: LAURA WOTYCHA		(X) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. HHSN-500-2011-00028E 75FCMCL8P0001	
		10B. DATED (SEE ITEM 13) 08/31/2018	
CODE	FACILITY CODE		

H. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 9A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in payroll office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	FAR 52.212-4 (c) Contract Terms and Conditions - Commercial Items

E. IMPORTANT: Contractor is not is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by JCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: [REDACTED]

DUNS Number: [REDACTED]

The purpose of this modification is to:

- Incorporate FAR clause 52.242-15, Stop-Work Order, into the Task Order.

All other terms and conditions remain the same.

Period of Performance: 09/15/2018 to 08/31/2019

Except as provided herein, all terms and conditions of the document referenced in item 8 A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Laura Wotycha, Vice President, Government Contracts Manager		15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) HEATHER ROBERTSON	
15B. CONTRACT NUMBER [REDACTED]	160. DATE SIGNED 4/03/2018	15B. UNITED STATES OF AMERICA Heather M. Robertson - S.S. (Signature of Contracting Officer)	160. DATE SIGNED Digitally signed by Heather M. Robertson Date: 2019.04.03 18:46:38 -0400

Previous edition unavailable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

CR 00612

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE OF PAGES
1 1

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 6. PROJECT NO. (If applicable)

P00002 See Block 16C

6. ISSUED BY CODE AGG - DBSC 7. ADMINISTERED BY (if other than item 6) CODE AGG/LT

CMS, OAGM, AGG, DBSC
7500 SECURITY BLVD., MS: B3-30-03
BALTIMORE MD 21244-1850
Lauren Teal
Contract Specialist

8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code)

Porter Novelli Public Services Inc.
Attn: LAURA WOTYCHA

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT ORDER NO.

HHSM-500-2011-000281

75FCM018F0001

10B. DATED (SEE ITEM 13)

08/31/2018

CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 16, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)
- X FAR 52.212-4 (a) Contract Terms and Conditions - Commercial Items

E. IMPORTANT: Contractor is not is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number:
DUNS Number:

The purpose of this modification is to:

- Incorporate FAR clause 52.242-15, Stop-Work Order, into the Task Order.

All other terms and conditions remain the same.
Period of Performance: 09/15/2018 to 08/31/2019

Except as provided herein, all terms and conditions of the document referenced in item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
15B. CONTRACTOR/OFFEROR
15C. DATE SIGNED
15D. UNITED STATES OF AMERICA
15E. DATE SIGNED
HEATHER ROBERTSON
(Signature of person authorized to sign) (Signature of Contracting Officer)

CR 00613





From: Koepke, Christopher P. (CMS/OC) <[REDACTED]>
Sent: Tuesday, July 24, 2018 5:03 PM
To: Kendra Kojcsich
Cc: Salerno, Laura (CMS/OC)
Subject: Fwd: Item we discussed Friday

Sent from my iPhone

Begin forwarded message:

From: "Wallace, Mary H. (CMS/OC)" <[REDACTED]>
Date: July 24, 2018 at 5:03:02 PM EDT
To: "Koepke, Christopher P. (CMS/OC)" <[REDACTED]>
Subject: Fwd: Item we discussed Friday

Here you go. Description and phone number at the bottom.

Sent from my iPhone

Begin forwarded message:

From: "Brookes, Brady (CMS/OA)" <[REDACTED]>
Date: July 24, 2018 at 9:25:12 AM EDT
To: "Wallace, Mary H. (CMS/OC)" <[REDACTED]>
Subject: RE: Item we discussed Friday

Can we touch base on this today to discuss timing? She is asking for an update.

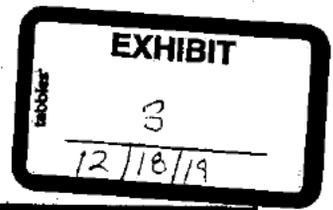
Brady Brookes
Deputy Chief of Staff
Centers for Medicare & Medicaid Services

From: Brookes, Brady (CMS/OA)
Sent: Monday, July 23, 2018 10:14 AM
To: Wallace, Mary H. (CMS/OC) <[REDACTED]>
<[REDACTED]>
Subject: Item we discussed Friday

The goal of the new contract action will be to find media opportunities and book media for the Administrator. In addition to connecting the Administrator to reporters for introductions and background discussions.

Pam Stevens number is [REDACTED]

What is our next step?



From: Kendra Kojcsich
Sent: Tuesday, July 31, 2018 11:21 AM
To: Koepke, Christopher P. (CMS/OC)
Subject: RE: Can you pls call me?

LOL. Literally ON the phone with her as I type this. She is a talker ☺

Standby ☺

KENDRA KOJCSICH

Vice President

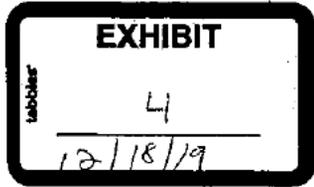
Direct Line + [REDACTED] Mobile + [REDACTED]

From: Koepke, Christopher P. (CMS/OC) [mailto:[REDACTED]]
Sent: Tuesday, July 31, 2018 11:14 AM
To: Kendra Kojcsich
Subject: FW: Can you pls call me?

LOL – please let me know as soon as you can.

From: Pressley, Erin L. (CMS/OC)
Sent: Tuesday, July 31, 2018 10:45 AM
To: Koepke, Christopher P. (CMS/OC) <[REDACTED]>
Subject: Can you pls call me?

As soon as you get a minute? Or stop by. I owe Brady an update on where you are with Pamela Stevens.



From: Kendra Kojcsich
Sent: Thursday, August 2, 2018 5:57 PM
To: Pam Stevens Media
Subject: RE: Next Steps and Contact Info!

Hi Pam!

Sorry for the delay. Had a media day up in Boston and just got back to DC late last night! So a bit of sad news, I just got a client meeting schedule during our lunch Monday! Boo!! I know you said you were traveling later in the week so perhaps we can reschedule for after that! Def want to get together in person ☺

Do you have any flexibility on your rate? With our government contract, we have to work to fit you into our current GSA rates and \$300 will be super tough with our current schedule/rates. Would you be open to \$250 per hour and I can try and work to increase your hours a month once we get kicked off? Let me know if that works?

Let me know when you have the forms so we can get you set up!

Thank you!!!
KK

KENDRA KOJCSICH
Vice President
Direct Line +1 [REDACTED] | Mobile +1 [REDACTED]

From: Pam Stevens Media [mailto:[REDACTED]]
Sent: Tuesday, July 31, 2018 12:10 PM
To: Kendra Kojcsich
Subject: Re: Next Steps and Contact Info!

I loved hearing from you!! Cannot wait to bring you back to your old stomping grounds on Monday. I will fill out the forms this afternoon!

My rate is 300.00 an hour and 5 hours a week to start sounds just great!

Pam Stevens Media
Pam Stevens
[REDACTED]

On Tue, Jul 31, 2018 at 11:59 AM, Kendra Kojcsich <[REDACTED]> wrote:

Hi Pam,

Such a delight to connect with you this morning and I look forward to working together.

Attached are two forms I will need from you to get you started as a freelancer/new vendor for us.

The one thing we didn't discuss was your rate. Can you let me know your hourly rate and I can see how that fits into our govt billing structure. Not sure if you have a govt rate but if so, that would be appreciated! We were thinking about 5 hours or so a week to start and then can figure how if we need more /less time based on needs. May be more some month and less another potentially. Let me know if that works for you! We can also talk more Monday!

Have a great week and weekend!

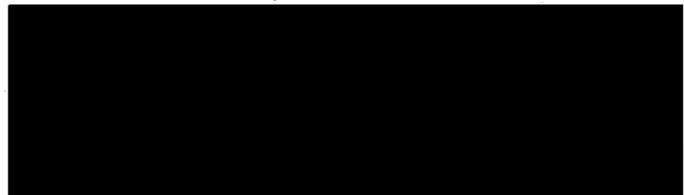
KK

KENDRA KOJCSICH

Vice President

Direct Line + [REDACTED] Mobile + [REDACTED]

PORTER NOVELLI

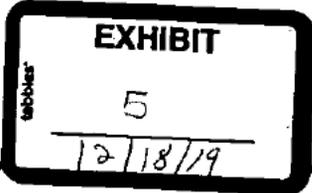


porternovelli.com

Twitter: @kendrako

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From: MARCUS BARLOW <[REDACTED]>
Sent: Thursday, August 9, 2018 4:54 PM
To: Kendra Kojcsich
Subject: Bullets

- Strategic Communications Counsel to the Office of the Administrator
- Top-line messaging strategy for component leads and the Administrator
- Crisis Communications strategy and messaging for CMS
- Quarterly Communications Strategy for the Office of Communications
- Strategic Communications Counsel to component leads.
- Speechwriting for the Office of the Administrator and component leads

Porter Novelli Public Services, Inc. (PNPS)
Centers for Medicare & Medicaid Services
National Multimedia & Education Campaign & Grassroots Outreach (NEC)
Contract No. HHSM-500-2011-00028I
Task Order 75FCMC18F0001
Subcontractor Negotiation Memo
Submitted September 14, 2018

Nahigian Strategies

In accordance with FAR 52.244-2 Subcontracts, Porter Novelli Public Services, Inc. has identified Nahigian Strategies a subcontractor to assist in Strategic Communications Services. PNPS will engage Nahigian Strategies on an as-needed basis. Please see the attached schedule of hourly rates an estimate of costs for one local event.

The following provides an outline of how the time and materials price proposal was negotiated with Nahigian Strategies. PNPS' pricing arrangements with the subcontractor will be monitored by both the Project Director and the Government Contracts Manager. For the upcoming event, PNPS will engage Nahigian on a T&M basis. We have estimated the hours need by reviewing previous Nahigian invoices. The Project Director will monitor the subcontractor's performance and completion of tasks in the Statement of Work ensuring they are on schedule for task completion.

Payment of invoices to subcontractors will not occur until the Project Director's acceptance of the work. The Government Contracts Manager will ensure that the work performed is within the scope of the subcontract and will work with the Project Director should changes in scope call for a modification to the subcontract.

The principal elements of the subcontract price negotiations:

- Logistical support, related operations and associated services
- Advance and on-site support
- Media relations

The most significant considerations controlling establishment of initial or revised prices:

- Relevant Expertise – Nahigian Strategies offers proven experience in strategic communications that drives public policy through communications channels.
- Nahigian was accepted as a subcontractor on the PNPS' contract for the National Multimedia & Education Campaign & Grassroots Outreach (NEC) Task Order HHSM-500-T0005.

The reason cost or pricing data were or were not required:

- Nahigian Strategies' experience in this space and ability to ramp up quickly presented opportunities for efficiencies, especially given the extremely tight turnaround time this project required.
- CMS had past successes with Nahigian for work similar in nature.
- The nature of the work requires a combination of deep public affairs/health policy expertise together with the ability to start work immediately and complete work on a

truncated timeline. Nahigian offered all those elements as well as successful past performance.

The extent, if any, to which the Contractor relied on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price:

- Upon review PNPS deemed Nahigian's rates to be reasonable and consistent, and we confirmed that they are consistent with other existing Government subcontracts Nahigian currently services.

The reasons for any significant difference between the Contractor's price objective and the price negotiated:

- There were no differences between PNPS' price objective and the price negotiated with Nahigian.

PNPS has reviewed SAM.gov and confirmed that Nahigian Strategies is not on the List of Parties Excluded from Federal Procurement and Non-procurement Programs.



From: Robertson, Heather (CMS/OAGM)
To: Laura Wotycha
Cc: Kendra Kojsich; Teal, Lauren (CMS/OAGM); Salerno, Laura (CMS/OC); Aiken, Matthew A. (CMS/OC)
Subject: RE: HHSM-500-2011-000281 / 75FCMC18F0001 Draft Subcontract Agreement
Date: Friday, October 12, 2018 3:30:23 PM

Porter Novelli is granted consent to subcontract with Nahigian Strategies for ongoing strategic communications services support under task order 75FCMC18F0001 as well as support for one local and one mid-city event per month as based on the \$837,821.67 estimate provided. Consent is granted as long as it is within Porter Novelli's total not to exceed amount of the task order. Also, consent will have to be requested and approved if Nahigian Strategies is to be utilized for additional work under the task order.

Please let me know if you have any questions.

Thanks
Heather

From: Laura Wotycha [mailto:Laura.Wotycha@porternovelli.com]
Sent: Tuesday, October 2, 2018 4:09 PM
To: Robertson, Heather (CMS/OAGM) <[REDACTED]>
Cc: Kendra Kojsich <[REDACTED]>; Teal, Lauren (CMS/OAGM) <[REDACTED]>; Salerno, Laura (CMS/OC) <[REDACTED]>; Aiken, Matthew A. (CMS/OC) <[REDACTED]>
Subject: RE: HHSM-500-2011-000281 / 75FCMC18F0001 Draft Subcontract Agreement

Hi Heather,

Yes, it was great seeing you, Jessica, Danie, Laura and Matthew and others on Wednesday. I thought the meeting was extremely productive.

Thank you for your reply below. I have attached the proper documentation. One item for your consideration: I made a mistake with Ken Nahigian's rate. He is equivalent to Keith Nahigian. It was completely my error and I had been asked previously to correct it.

Please let me know if you have any questions and if CMS can accept Ken Nahigian's correct rate.

Thank you.

Laura

LAURA WOTYCHA, CFCM
Vice President
Government Contracts Manager
D [REDACTED]

PORTER NOVELLI PUBLIC SERVICES
[REDACTED] | porternovelli.com

[REDACTED]

From: Robertson, Heather (CMS/OAGM) [mailto:[REDACTED]]
Sent: Friday, September 28, 2018 1:20 PM
To: Laura Wotycha <[REDACTED]>
Cc: Kendra Kojcsich <[REDACTED]>; Teal, Lauren (CMS/OAGM) <[REDACTED]>; Salerno, Laura (CMS/OC) <[REDACTED]>; Alken, Matthew A. (CMS/OC) <[REDACTED]>
Subject: RE: HHSM-500-2011-00028I / 75FCMC18F0001 Draft Subcontract Agreement

Laura,
It was great seeing you and the rest of the Porter Team on Wednesday.

After reviewing the attached draft subcontract agreement, we have the following items:

- We normally do not approve the actual agreement between the prime and the subcontractor. We review the prime contractors request to subcontract and either provide consent or dissent. Please provide the following in accordance with FAR 52.244-2 Subcontracts in your request:
 - (i) A description of the services to be subcontracted.
 - (ii) Identification of the type of subcontractor to be used.
 - (iii) Identification of the proposed subcontractor.
 - (iv) Proposed subcontract price.
 - (v) The subcontractors current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
 - (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
 - (vii) A negotiation memorandum reflecting:
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason other than cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor relied on the subcontractor's other than cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiations that the subcontractor's other than cost and pricing data were not accurate, complete or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and,
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decision used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- In Exhibit A, it appears labor hours are associated with Naghigian Strategies; however, I did not see any travel or other direct costs. For the events, it states there will be local events and mid-size city events. I am assuming there is travel for the mid-city events. Please clarify if

CR 00747

there is any travel and other direct costs, and if so, please include.

- Under the first Task "media relations outreach and planning and strategic planning meetings" Project Executive Ken Nahigian is proposed at \$379.80; however, his rate on the last subcontract request was \$328.84. Please reduce to the \$328.84 originally reviewed and approved.

As always, please let me know if you have any questions.

Thank you,

Heather

From: Laura Wotycha [mailto: [REDACTED]]
Sent: Wednesday, September 26, 2018 10:12 AM
To: Robertson, Heather (CMS/OAGM) < [REDACTED] >; Teal, Lauren (CMS/OAGM) < [REDACTED] >
Cc: Kendra Kojcsich < [REDACTED] >
Subject: HHSM-500-2011-000281 / 75FCMC18F0001 Draft Subcontract Agreement

Good morning, Heather and Lauren,

Attached is a draft subcontract for Nahigian Strategies, for media relations outreach and planning and strategic planning meetings services under Porter Novelli's Task Order 75FCMC18F0001 for your review and approval.

Thank you,

Laura

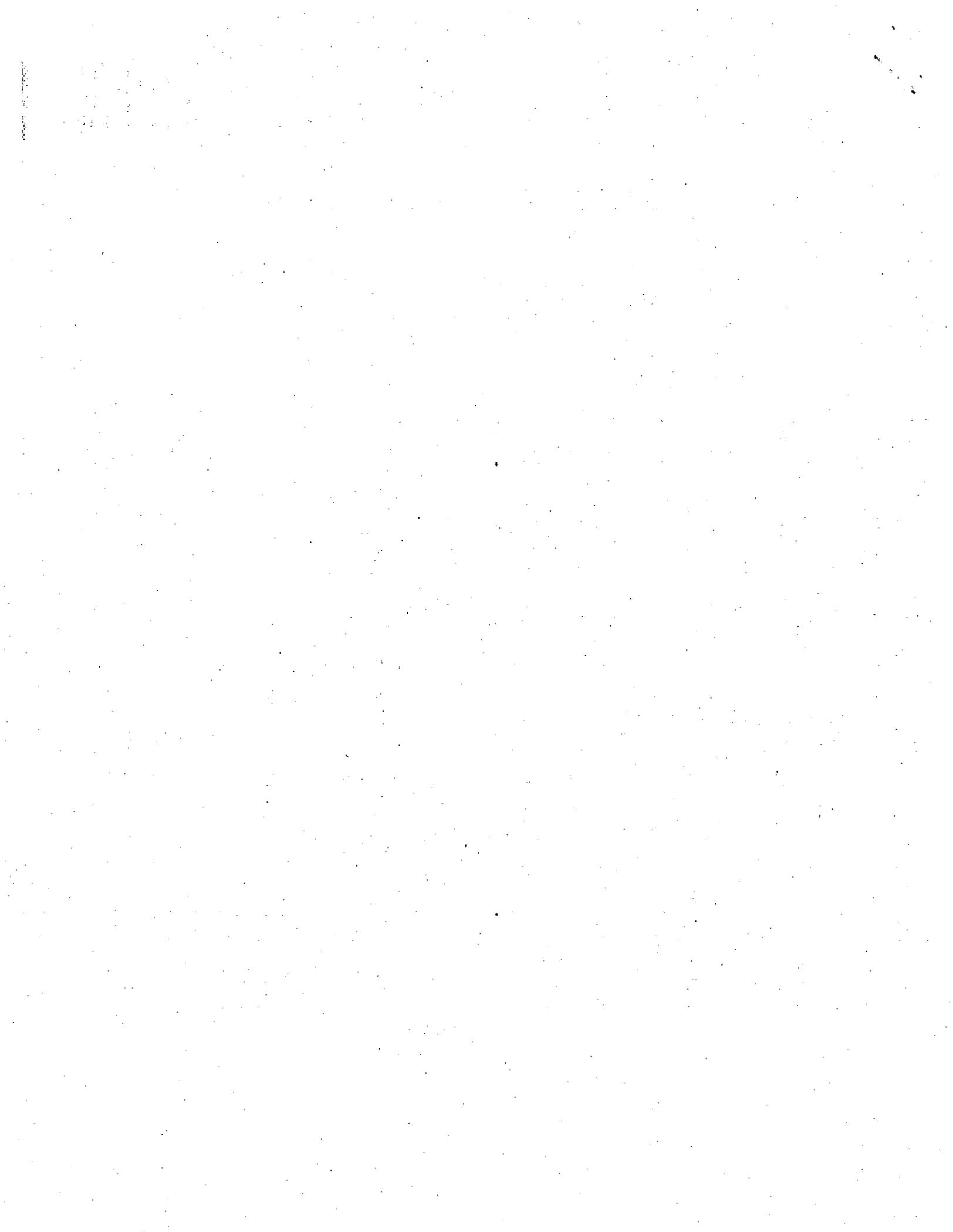
LAURA WOTYCHA, CFCM
Vice President
Government Contracts Manager
D [REDACTED]

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CR 00748



EXHIBIT

8

12/18/19

O'Donnell & Associates

STRATEGIC COMMUNICATIONS

Memorandum

TO: KENDRA KOJCSICH

FROM: Brett O'Donnell

DATE: February 5, 2018 (revised)

SUBJECT: CMS Scope of Work and Company Narrative

O'Donnell and Associates, has been and will continue to provide strategic communications consulting to CMS and the CMS administrator, Seema Verma. Our tasks have included:

- Media training-General media training for the administrator
- Media preparation-Preparation for specific media appearances
- Media strategy-developing both short and long-term media strategy for both the administrator and the roll out of specific initiatives
- Message strategy-developing message strategy for CMS programs and rollouts of specific initiatives
- Speech writing/editing
- Press release writing/editing
- Speech preparation

Proposed Rate

I am proposing approximately 48 hours per week or 60 hours per month of work at a rate 197.00 per hour, which is my best rate for government work. However, I would be willing to discount that rate to a monthly retainer of \$10,000.00 per month.

About O'Donnell and Associates, Ltd.

We believe that an effective communications strategy is the foundation of getting an individual or organization recognized and developing potent advocacy for outstanding ideas. Our mission is to listen and understand your needs and what the essence of the individual or organization is, and then to develop communications strategies, including branding that ensure that the ideas, marketing or policies are clearly communicated and built around a comprehensive message strategy.

O'Donnell & Associates goes beyond the normal boundaries of a communications strategist

odacommunications.com

CumCMS-0000228

O'Donnell & Associates

February 5, 18

Page 2

to develop an organic communications strategy that continues to evolve with the challenges you face. Our goal isn't to build communications effectiveness for a days worth of media coverage, but to develop strategies that will bring continued attention to the individual, organization, and their vision by reaching the appropriate audience through a variety of mediums, including public presentations and media appearances.

We help you look for opportunities to communicate and anticipate and prepare you to defend your organization through times of crisis through our whole messaging strategies. We can help you meet the entire range of communication challenges that you face in the fast paced and ever evolving cultural, political and media climate without compromising your integrity or vision.

About Brett O'Donnell

Brett O'Donnell is the President of O'Donnell & Associates and currently serves as a message and media strategist for numerous members of congress and for profit and non-profit corporations. In 2016 O'Donnell helped seven U.S. Senate candidates to victory and to preserve the Republican majority in the U.S. Senate. Also, in 2016 O'Donnell served as the message strategist for the *Vote Leave* campaign leading the way for Brexit in Britain. In 2014 O'Donnell was the communications consultant to seven candidates who were elected to the United States Senate, helping Republicans take back the majority in the Senate. O'Donnell has consulted for Representative Cathy McMorris Rodgers and the House Republican Conference. O'Donnell was the Chief Strategist to the Bachmann for President Campaign and was responsible for Representative Bachmann's debate preparation. O'Donnell also assisted in preparing Governor Mitt Romney for Presidential Primary debates in Florida, a critical win in Romney's bid to become the Republican nominee. He was the Director of Messaging for the McCain Presidential Campaign from January of 2007-November of 2008 where his duties included message strategy and development, supervision of the debate preparation process for both the primary and general election debates, speech writing, public speaking and media training and ensuring that the campaign's message remained consistent across all its components from advertising and direct mail to its website. O'Donnell and Associates, Ltd. is a political and corporate strategic communications consulting firm. During The 2008 presidential campaign O'Donnell was twice named to Time Magazine's "Five Most Important People Not Running for President" list and has been described as the "best political debate coach" in the country. He was a fellow at Harvard University's Institute of Politics in the fall of 2012.

In 2004 O'Donnell was retained by the Bush-Cheney campaign to assist the President in debate preparation for 2004 presidential debates, including preparing debate strategies for the President and the Vice-President and consulting on the rules for the debate formats. Karl Rove said that O'Donnell's hard work and preparation for the debates sent the President into the final stretch of the campaign with a wind at his back." Mark McKinnon, President, Maverick Media and Media Advisor to President Bush said of O'Donnell, "The guy has great chops. He knows more about presidential debates than anyone I've ever talked to." (New York Times, March 19, 2006) Since then O'Donnell has consulted for a number of presidential, gubernatorial, senate and house

O'Donnell & Associates

February 5, 18

Page 3

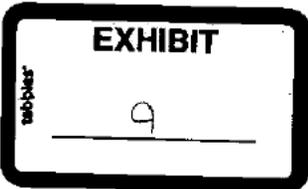
campaigns. O'Donnell has also written for Sean Hannity and worked in the speech preparation and practice department at the 2004 and 2008 Republican National Conventions.

O'Donnell has also consulted for Rick Warren, author of the Purpose Driven Life, and other non-profit humanitarian organizations for message/marketing strategy, communication strategy, and rapid response and media communications. He and his firm also provide messaging, communications, crisis communications, media training, speechwriting, and marketing consulting for Fortune 500 companies. O'Donnell has appeared as a guest on the Comedy Central's Colbert Report, appeared numerous times on Fox News, CNN and MSNBC as a political analyst and he has guest lectured at Harvard University's Institute of Politics and the LBJ School of Government at the University of Texas.

Prior to his consulting work, O'Donnell was the Director of Debate at Liberty University for eighteen years where his teams won eighteen national rankings championships in intercollegiate debate. O'Donnell was named the Keele debate coach of the year by the National Debate Tournament in 1997. He taught at the University of Michigan's summer debate institute for seven years and has authored numerous articles and scholarly papers on intercollegiate debate, media, and political communication.

Produced to House Committee on Oversight and Reform Pursuant to Oversight Request,
Do Not Disclose Without Permission from Dep't of Health and Human Services





From: Kenney, Benjamin (CMS/OA) <[REDACTED]>
Sent: Friday, October 26, 2018 11:13 AM
To: Pam Stevens Media;MARCUS BARLOW;Kendra Kojcsich;Danielle Hagen (N/S);Brookes, Brady (CMS/OA);Toomey, Mimi C, (CMS/OC);Dinicolo, Kelly A, (CMS/OC);Manchester, Brittney (CMS/OC)
Cc: [REDACTED]
Subject: RE: This is the follow-up document I sent on Sept 20th after our meeting with the Women's Mag Editors
Attachments: Administrator Verma NYC trip follow-up.docx

+ Mimi, Kelly, and Brittney

From: Pam Stevens Media <[REDACTED]>
Sent: Wednesday, October 24, 2018 3:00 PM
To: MARCUS BARLOW <[REDACTED]>; Kendra Kojcsich <[REDACTED]>; Kenney, Benjamin (CMS/OA) <[REDACTED]>; Danielle Hagen (N/S) <[REDACTED]>; Brookes, Brady (CMS/OA) <[REDACTED]>
Cc: [REDACTED]; Pam Stevens Media <[REDACTED]>
Subject: This is the follow-up document I sent on Sept 20th after our meeting with the Women's Mag Editors

One-pagers would be great. These are topics we can expand on or lead in different areas of SV's accomplishments and plans for CMS

It should be looked at as a starting point..

Pam Stevens Media
Pam Stevens



All of the Magazine Editors asked for:

Health stories that are wrapped around a human being – that shows the universality around all that Administrator Veema is working on at CMS.

The changes she is bringing to the Agency that will effect every American's lives. Especially CMS/SV saying that enough is enough, patients need and deserve access to their own health information and that she and CMS are putting patients first.

- That she is determined to give American's a cleaner medical experience.
- How Administrator Veerma/CMS is helping to deal with the cost of healthcare
- Helping to change American's healthcare experience and bring a uniformity of data into the system
- They all loved the tele-health story. How Administrator Veema and CMS is acknowledging that American's need to make their health care work for them – work with their busy and complicated lives
- All, have long lead times, so are very interested in the immediate for om-line versions of their magazines. But, what is coming in January and beyond – new CMS initiatives that will start then – for their Magazines.

For instance:

The story about her husband's health event and how she could not get all of his health information.

Stephanie Dolgoff, EE, Women's Health, Good Housekeeping has a transgender child and his therapist won't tell her a lot of things. And, the My Chart system at NYU is a mess – hard to decipher what is going on even for a very educated and engaged mother. **She wanted to know more about the recent rule requiring hospitals to post their price schedule for Good Housekeeping.**

Women's Health Magazine is very interested in covering the 700 app developers

****WOMEN HEALTH**

Editor would like some cool women app developers to provide and weave what SV is working on with them into the Women's Day story

For Women's Health Mag their readers are 40 something women with children. Younger children.

For Redbook the readers are the busy mom's. Married mom's with jobs dealing with their everyday lives

Both Good Housekeeping and Redbook were interested in writing about:

Parents having the right to be able to access their adult (teens/early 20's) medical records. Also, interested in the hustle recovery. Working moms on the go – how best to get through those times.

Women's Day was very interested in the health proxy – power of attorney. Their readers want to be informed on how to get this. What are the barriers to getting this? Also, how CMS has and why it has entered the Digital health revolution and how can the average women make use of that to optimize her health and her families health/lives.

**Women's Day and GH's readers are women in the middle of the country. Good Housekeeper readers are women who want to know things and how to fix what needs to be fixed/want involvement. They have older children – teenagers 12-15. They are very interested in the world around them and how to personally stay health and keep their families healthy. They want desperately to stay away from the 5 big diseases and are into mindfulness/self-awareness and have a better quality of life.

All of the Magazine editors are interested in writing on what is coming up in January. Especially Prevention Magazine. They want to do a story on telemedicine and health data accessibility.

**is that starting in January? They are also interested in how CMS/Administrator Veerma are dealing with the privacy part of collecting privacy information. How does CMS ensure privacy? BLUE BUTTON INITIATIVE

**Prevention readers are 50 and up. They are very into health/health aid trends.

Women's Day Magazine

They are interested in a piece on what the government (CMS/HHS) is doing to ensure your privacy for your health information. How can the average American trust the govt to keep your information private? They would like an example of an average American (women) that CMS is working with that could tell that story.

How is CMS meeting the criteria of safety/privacy with these app developers? What is the criteria that must be met? What are the safeguards being put into place? How does the average American women protect herself?

**the Women's day reader is in her 40's to 80's most no longer have children at home and a lot of them do not work outside of the home. The WD readers would be very interested in learning how this is putting the power back into their lives/into their hands.

Administrator Veema talked about Facebook being a big motivator.

Also, the psychological barriers to to the sharing of this health information – the elderly readers of Women's Day are very subspecies/dubious that their information will actually be kept private. How do you trust the government? How do you protect yourself and your information?

Prevention would also like to do a piece on the hospital discharge rule. And, how is something confirmed inoperable? Why are hospitals blocking the transfer of personal medical information? How is CMS working to change that? Who has the control over doctors with this same situation? What is involved with the incentive.

payments to doctors – don't get the payments unless something is deemed inoperable?

**Prevention Magazine readers are steeped in the health and wellness world. They want to know how you can make use of all that CMS is doing for the patient and how to make the best use of that for themselves. How can CMS help them to get on top of being their own health advocate?

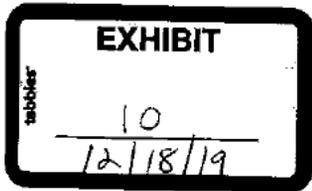
They are also interested in CMS's and AV's involvement in finding out about the Theranos fraud. And, how the CMS system worked in finding out about their corruption.

Seema told her own story

How she grew up – the arranged marriages in her family
Her neighborhood and how most women don't work, yet are very helpful to her

Her husband's scary health event and how she ran CMS
From the hospital room and now while she is in DC and He in IN, she tries to keep his health on track

All the Magazines are very interested in writing about the COST TRANSPARANCY -- WILL HAPPEN IN JAN.



VISIT OF THE ADMINISTRATOR TO YORK, PA

Date: Friday, October 19, 2018 (RON: Carmel, IN)

Arrival Time: 9:50 AM (EDT) - By Vehicle

Event Times: Friday, October 19, 2018:

10:00 AM - 10:35 AM: Remarks/Guided Walk-about - SpiritTrust Lutheran - The Village at Sprengle Drive

10:40 AM - 10:55 PM: Media Avail - SpiritTrust Lutheran - The Village at Sprengle Drive

11:00 AM - 12:00 PM: Desk Time - SpiritTrust Lutheran - The Village at Sprengle Drive

12:20 PM - 1:05 PM: Private Lunch

Key Traveling Staff Contact Info:

Ben Kenney, CMS
Cell: [REDACTED]
Email: [REDACTED]

Emma Boone, CMS
Cell: [REDACTED]
Email: [REDACTED]

Debbie Feierman, CMS Region 3
Cell Phone 1: [REDACTED] / Cell Phone 2: [REDACTED]
Email: [REDACTED]

Lorraine Ryan, CMS Region 3
Cell Phone 1: [REDACTED] / Cell Phone 2: [REDACTED]
Email: [REDACTED]

Marcus Barlow, Integritas
Cell: TBD
Email: [REDACTED]

[REDACTED] Porter Novelli
Cell Phone: [REDACTED]
Email: [REDACTED]

Maggie Mulvaney, Nahigian Strategies (Driver)
Cell: [REDACTED]
Email: [REDACTED]

STAFF NOTE: - Marcus Barlow and [REDACTED] are independently traveling to event

VISIT OF THE ADMINISTRATOR TO YORK, PA

Friday, October 19, 2018

7:10 AM ADMINISTRATOR departs the Hubert H. Humphrey Building en route Spiritrust Lutheran – The Village at Sprengle Drive

Vehicle Manifest:

1. ADMINISTRATOR
2. Ben Kenney
3. Emma Boone
4. Maggie Mulvaney (Driver)

Drive Time: 2 Hours 40 Minutes / 99.5 Miles

9:50 AM ADMINISTRATOR arrives the Spiritrust Lutheran – The Village at Sprengle Drive
1801 Folkemer Circle
York, PA 17404

Contact 1: Holly Armstrong, Community Life Enrichment Director

Phone: [REDACTED]

Email: [REDACTED]

Advance: Taylor Mason

Cell: [REDACTED]

Email: [REDACTED]

10:00 AM ADMINISTRATOR participates in the Spiritrust Lutheran – The Village at Sprengle Drive Open Enrollment Event

EVENT Spiritrust Lutheran – The Village at Sprengle Drive Open Enrollment Event

(35 mins)

TIME: 10:00 AM – 10:35 AM

LOCATION: Community Room

TYPE: Remarks; guided walk-around of counseling area; one-on-one interaction with beneficiaries

SET-UP: Rounds / Podium / Counseling Stations

PRESS: Open

TRANSCRIPTION: No

TWEETING: Yes ([REDACTED] / Marcus)

GREETED BY: Julianne Devaney, Executive Director

ATTENDEES:

- ADMINISTRATOR
- Julianne Devaney, Executive Director
- Darlene Sampson, APPRISE State Director (PA SHIP)
- Zach Valentine, APPRISE Southeast Regional Coordinator (PA SHIP)
- Elizabeth Dilluigi, APPRISE Local Supervisor (PA SHIP)
- 30+/- Medicare beneficiaries

SCENARIO:

- Devaney makes welcoming remarks; introduces ADMINISTRATOR (2-3 mins)
- ADMINISTRATOR makes remarks regarding open enrollment and EMedicare; tees-up video (5-10 mins)
- Video runs; ADMINISTRATOR makes concluding remarks (3-5 mins)
- Devaney thanks ADMINISTRATOR; escorts her on walk-around and one-on-one visits with beneficiaries (15-20 mins)

- During walk-around, ADMINISTRATOR will meet resident Dottie Rohrbaugh who is extremely passionate about the United Way, where she worked for over 14 years and to volunteer while focusing most of her time on Women United.

10:35 AM ADMINISTRATOR departs Community Room by foot en route the Card Room

10:40 AM ADMINISTRATOR participates in the Media Avail

EVENT Media Avail

(15 min) TIME: 10:40 AM – 10:55 AM
 LOCATION: Card Room
 SET-UP: TBD
 TYPE: Media avail
 PRESS: Open
 ATTENDEES: - ADMINISTRATOR
 - TBD Media
 SCENARIO: - ADMINISTRATOR provides brief update on 1332 Waiver, Marketplace, Open Enrollment (3-5 mins)
 - ADMINISTRATOR takes media questions (10-12 mins)

10:55 AM ADMINISTRATOR departs the Card Room by foot en route the Assisted Living Welcome Center

11:00 AM ADMINISTRATOR participates in the Desk Time

EVENT Desk Time

(60 mins) TIME: 11:00 AM – 12:00 PM
 LOCATION: Assisted Living Welcome Center
 TYPE: Desk Time

12:05 PM ADMINISTRATOR departs the SpiritTrust Lutheran – The Village at Sprenkle Drive en route the TBD restaurant

Vehicle Manifest:

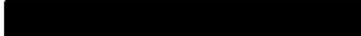
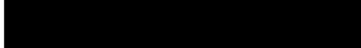
1. ADMINISTRATOR
2. Ben Kenney
3. Emma Boone
4. Maggie Mulvaney (Driver)

Drive Time: 0 Hours 10 Minutes / 3 Miles

12:15 PM ADMINISTRATOR arrives the TBD Restaurant

TBD
York, PA 17404

Advance: Taylor Mason

Cell: 
Email: 

12:20 PM ADMINISTRATOR participates in the Private Lunch

EVENT Private Lunch

(45 mins) TIME: 12:20 PM – 1:05 PM
LOCATION: N/A
TYPE: Lunch
ATTENDEES: - ADMINISTRATOR

1:10 PM ADMINISTRATOR departs the TBD restaurant en route the Baltimore/Washington International Thurgood Marshall Airport (BWI)

Vehicle Manifest:

1. ADMINISTRATOR
2. Ben Kenney
3. Emma Boone
4. Maggie Mulvaney (Driver)

Drive Time: 1 Hour 40 Minutes / 69 Miles

2:50 PM ADMINISTRATOR arrives the Baltimore/Washington International Thurgood Marshall Airport (BWI)
7050 Friendship Road
Baltimore, MD 21240

STAFF NOTE: - Ben Kenney and Emma Boone will be transported to Humphrey Building after departing BWI

3:50 PM ADMINISTRATOR departs the Baltimore/Washington International Thurgood Marshall Airport (BWI) via Southwest Airlines Flight 2206 en route the Indianapolis International Airport (IND)

Flight Manifest:

1. ADMINISTRATOR

Flight Time: 1 Hour 45 Minutes
Time Change: 0 Hours

5:35 PM ADMINISTRATOR arrives the Indianapolis International Airport (IND)
7800 Col. H. Weir Cook Memorial Drive
Indianapolis, IN 46241

RON: Residence, Carmel, IN

From: Matt Mlynarczyk <[REDACTED]>
Sent: Thursday, October 18, 2018 7:35 PM
To: 'Dinicolo, Kelly A. (CMS/OC)'; 'Shaham, Lauren (CMS/OC)'; Brady Brookes (CMS/OA);
'Toomey, Mimi C. (CMS/OC)'; 'Boone, Emma (CMS/OA)'; 'Taylor Mason'; 'Kenney,
Benjamin (CMS/OA)'; 'Beauchemin, Jessica (CMS/OC)'; 'Koepke, Christopher P.
(CMS/OC)'; 'Marcus Barlow'; 'OConnor, Nancy B. (CMS/CMHPO)'; 'Manchester, Brittney
(CMS/OC)'; 'Franklin, Julie G. (CMS/OC)'; 'Ryan, Lorraine (CMS/CMHPO)'; 'Feierman,
Debbie S. (CMS/CMHPO)'; 'Graham, Sharon D. (CMS/CMHPO)'; 'Zajac, Stephanie
(CMS/OC)'; Kendra Kojcsich <[REDACTED]>; Keith Nahigian (N/S); Danielle Hagen
(N/S)
Cc: maggie.mulvaney <[REDACTED]>; Diana Perez-Rivera (CMS/OA)
Subject: FINAL - ASV York, PA Visit Schedule Attached - v.08
Attachments: ASV - York, PA Visit Schedule - Oct 19 2018- v.08.pdf

FINAL York, PA schedule attached

Matt Mlynarczyk
Senior Principal Consultant
nahigian@strategies

From: Dinicolo, Kelly A. (CMS/OC) <[REDACTED]>
Sent: Tuesday, October 16, 2018 10:24 AM
To: Shaham, Lauren (CMS/OC) <[REDACTED]>; Toomey, Mimi C. (CMS/OC)
<[REDACTED]>; Boone, Emma (CMS/OA) <[REDACTED]>; Taylor Mason
<[REDACTED]>; Kenney, Benjamin (CMS/OA) <[REDACTED]>; Beauchemin, Jessica
(CMS/OC) <[REDACTED]>; Koepke, Christopher P. (CMS/OC) <[REDACTED]>;
Marcus Barlow <[REDACTED]>; Matt <[REDACTED]>;
OConnor, Nancy B. (CMS/CMHPO) <[REDACTED]>; Manchester, Brittney (CMS/OC)
<[REDACTED]>; Franklin, Julie G. (CMS/OC) <[REDACTED]>; Ryan, Lorraine
(CMS/CMHPO) <[REDACTED]>; Feierman, Debbie S. (CMS/CMHPO) <[REDACTED]>;
Graham, Sharon D. (CMS/CMHPO) <[REDACTED]>; Zajac, Stephanie (CMS/OC)
<[REDACTED]>; Kendra Kojcsich <[REDACTED]>; [REDACTED]
<[REDACTED]>
Cc: Matt Mlynarczyk <[REDACTED]>; Scott, Monique (CMS/CMHPO) <[REDACTED]>
Subject: PA Medicare OE & Rates/Waiver Events

All—

Attaching a schedule for Friday's event. Please note, the start time is now 10 which isn't reflected here. Matt/Kendra/[REDACTED]—so sorry but this happened so quickly/late yesterday that I haven't had a chance to send you a formal not.

Kelly DiNicolò, Senior Advisor | Office of Communications | Integrated Communications Management Staff | Centers for Medicare & Medicaid Services | 7500 Security Blvd. | Baltimore, MD 21244 | ph: [REDACTED] | cell: [REDACTED] | email: [REDACTED]

From: Ryan, Lorraine (CMS/CMHPO) <[REDACTED]>
Sent: Friday, October 19, 2018 9:37 AM
To: Kendra Kojcsich
Cc: Taylor Mason; [REDACTED]
Subject: Re: For Tomorrow York Event

We are on daybook for both WPMT Fox and WGAL so hoping no breaking news. Gov going to meeting at York Dispatch and York Daily Record don't have staff to spare but both said they would accept photos and caption for publication consideration.

Sent from my iPhone

On Oct 19, 2018, at 8:42 AM, Kendra Kojcsich <Kendra.Kojcsich@porternovelli.com> wrote:

Thanks Taylor!

Sent from my iPhone

On Oct 19, 2018, at 5:59 AM, Taylor Mason <[REDACTED]> wrote:

Happy to grab and send photos!

Taylor Mason
Communications Associate
Nahigian Strategies, LLC

[REDACTED]
www.nahigianstrategies.com

Sent from my iPhone

On Oct 18, 2018, at 9:47 PM, Kendra Kojcsich <[REDACTED]> wrote:

Hi Lorraine,

Just wanted to touch base before tomorrow and let you know of the staffing plan from CMS.

Ben Shannon from the Porter team was going to travel but with no media booked, we want to be sensitive to the number of staff we send. That being said, Taylor copied here is doing advance and he can connect with you in the AM to show you the media avail room in the off chance we can confirm anyone in the AM.

The one other thing is photos – even if we just take some on our phones, would you be able to capture some photos Lorraine? Taylor can you grab some too? I know Ben Kenney is taking some for social too

Ben and I will be available to help remotely but we will work on the events for next week as well.

Thank you and good luck tomorrow!!!

KENDRA KOJCSICH

Vice President

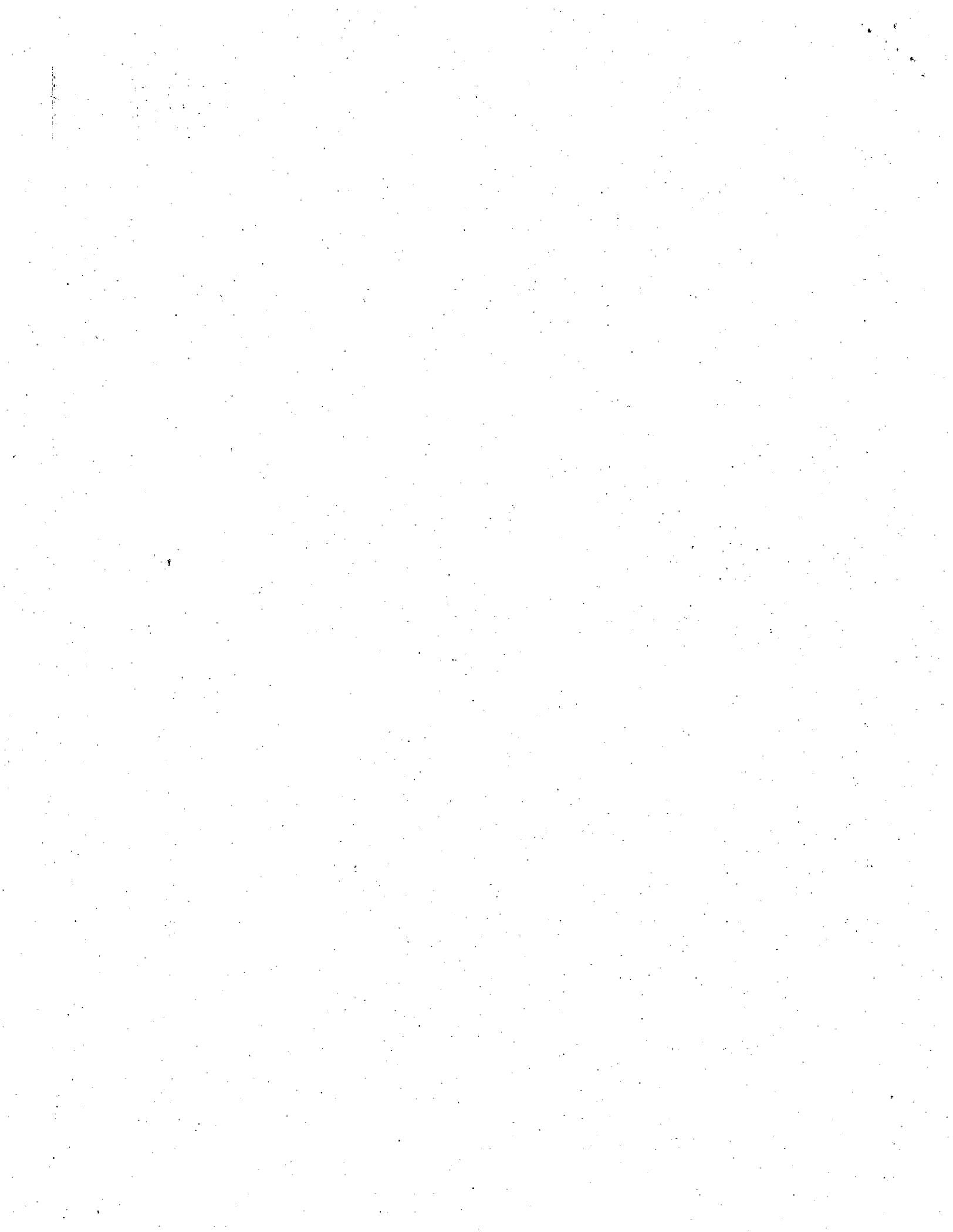
Direct Line +1 [REDACTED] Mobile +1 [REDACTED]

PORTER NOVELLI

[REDACTED]
porternovelli.com

[REDACTED]
Twitter: @kendrako

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VISIT OF THE ADMINISTRATOR TO INDIANAPOLIS, IN AND WEST LAFAYETTE, IN

Dates: Monday, October 22, 2018 (RON: Carmel, IN)

Arrival Time: Monday, October 22, 2018: 10:20 AM (EDT) – By Vehicle

STAFF NOTE: - Emma Boone and Ben Kenney arrive IND Sun Oct 21 – 11:57 PM via American Airlines Flight 4712

Event Times: Monday, October 22, 2018:

10:25 AM – 10:55 AM: Desk Time – Nora Commons on the Monon Senior Apartments

11:00 AM – 11:45 AM: Remarks/Guided Walk-about – Nora Commons on the Monon Senior Apartments

11:50 AM – 12:10 PM: Media Avail – Nora Commons on the Monon Senior Apartments

12:10 PM – 12:40 PM: Desk Time – Nora Commons on the Monon Senior Apartments
(Press Call on 1332)

1:00 PM – 1:30 PM: Private Lunch

3:30 PM – 4:30 PM: Purdue University CMS Research Roundtable – Purdue University Loeb Playhouse

4:45 PM – 5:00 PM: Desk Time – Purdue University 150th GiantLeaps Photo Session – Purdue University Loeb Playhouse

5:05 PM – 6:00 PM: Desk Time – Purdue University Loeb Playhouse

6:30 PM – 7:30 PM: “What IF Humans Live to 150?” Fireside Chat – Purdue University

7:45 PM – 9:15 PM: Private Dinner – Purdue University (President’s Residence – Westwood)

RON: Carmel, IN

Tuesday, October 23, 2018:

STAFF NOTE: - ADMINISTRATOR, Ben Kenney and Emma Boone depart IND Tue Oct 23 on American Airlines Flight 4397 arriving DCA at 11:00 AM (EDT)

RON: Washington, DC

**Key Traveling
Staff Contact
Info:**

Ben Kenney, Director of Strategic Communications, Office of the Administrator, CMS

Cell: [REDACTED]

Email: [REDACTED]

Emma Boone, Advisor, Office of the Administrator, CMS

Cell: [REDACTED]

Email: [REDACTED]

Amy Hennessy, CMS Region 5

Cell: [REDACTED]

Email: [REDACTED]

Kendra Kojcsich, Porter Novelli

Cell: [REDACTED]

Email: [REDACTED]

VISIT OF THE ADMINISTRATOR TO INDIANAPOLIS, IN AND WEST LAFAYETTE, IN

Monday, October 22, 2018

10:00 AM ADMINISTRATOR departs TBD pick-up location en route the Nora Commons Senior Apartments

Vehicle Manifest:

- 1. ADMINISTRATOR
- 2. Zach Lamb (Driver)

Drive Time: 20 Minutes / 6.5 Miles

10:20 AM ADMINISTRATOR arrives the Nora Commons on the Monon Senior Apartments
8905 Evergreen Avenue
Indianapolis, IN 46240

Contact: Erica Harrington, Property Manager

Phone: [REDACTED]

Email: [REDACTED]

Advance: Taylor Mason

Cell: [REDACTED]

Email: [REDACTED]

10:25 AM ADMINISTRATOR participates in the Desk Time

EVENT	Desk Time
(30 mins)	TIME: 10:25 AM – 10:55 AM LOCATION: Boardroom (Third Floor) TYPE: Desk Time

10:55 AM ADMINISTRATOR departs the Boardroom by foot en route the Community Room

11:00 AM ADMINISTRATOR participates in the Nora Commons on the Monon Senior Apartments Enrollment Event

EVENT	Nora Commons on the Monon Senior Apartments Open Enrollment Event
(45 min)	TIME: 11:00 AM – 11:45 AM LOCATION: Community Room TYPE: Remarks; guided walk-around of counseling area; one-on-one interaction with beneficiaries SET-UP: Rounds / Podium / Counseling Stations PRESS: Open TRANSCRIPTION: No TWEETING: Yes (Ben) GREETED BY: Mary Durell LCSW, COO, CICOA Aging and In-Home Solutions (AAA) Jenice Meyers, Director of Development Services; CICOA Aging and In-Home Solutions (AAA) Erica Harrington, Property Manager, Nora Commons Senior Apartments ATTENDEES: - ADMINISTRATOR - Mary Durell LCSW, COO, CICOA Aging and In-Home Solutions (AAA) - Erica Harrington, Property Manager, Nora Commons Senior Apartments

- Nicole Nass, Regional Manager, CICOA Aging and In-Home Solutions (AAA)
- Lisa Schneekloth, Director – Meals & More, CICOA (AAA)
- Dana Robinson, Director – Marketing and Communications, CICOA (AAA)
- Anne N. DePrez, Board Chair, CICOA (and Partner at Barnes & Thornburg)
- Cheryl St. Clair, State Program Director, Indiana SHIP
- 30+/- Medicare beneficiaries

SCENARIO: - Durell makes welcoming remarks; introduces ADMINISTRATOR (3-5 mins)
 - ADMINISTRATOR makes remarks regarding open enrollment and EMedicare; tees-up video (5-10 mins)
 - Video runs; ADMINISTRATOR makes concluding remarks (3-5 mins)
 - Durell thanks ADMINISTRATOR; escorts her on walk-around and one-on-one visits with beneficiaries (15-20 mins)

11:45 AM ADMINISTRATOR departs the Community Room by foot en route the Boardroom

11:50 PM ADMINISTRATOR participates in the Media Avail

EVENT	Media Avail	
(20 min)	TIME:	11:50 AM – 12:10 PM
	LOCATION:	Boardroom (Third Floor)
	SET-UP:	TBD
	TYPE:	Media avail
	PRESS:	Open
	ATTENDEES:	- ADMINISTRATOR - TBD Media
	SCENARIO:	- ADMINISTRATOR provides brief update on 1332 Waiver, Marketplace, Open Enrollment (3-5 mins) - ADMINISTRATOR takes media questions (10-12 mins)

12:10 PM ADMINISTRATOR participates in the Desk Time

EVENT	Desk Time	
(30 mins)	TIME:	12:10 PM – 12:40 PM
	LOCATION:	Boardroom (Third Floor)
	TYPE:	Desk Time

12:45 PM ADMINISTRATOR departs the Nora Commons on the Monon Senior Apartments en route the TBD Restaurant

Vehicle Manifest:

3. ADMINISTRATOR
4. Ben Kenney
5. Emma Boone
6. Zach Lamb (Driver)

Drive Time: 0 Hours 10 Minutes / 3 Miles

12:55 PM ADMINISTRATOR arrives the TBD Restaurant
 TBD
 TBD, IN

1:00 PM ADMINISTRATOR participates in the Private Lunch

EVENT Private Lunch

(30 min) TIME: 1:00 PM – 1:30 PM
TYPE: Lunch

1:35 PM ADMINISTRATOR departs the TBD restaurant en route the TBD Purdue University Loeb Playhouse

Vehicle Manifest:

1. ADMINISTRATOR
2. Ben Kenney
3. Emma Boone
4. Zach Lamb (Driver)

Drive Time: 1 Hour 45 Minutes / 65 Miles

3:20 PM ADMINISTRATOR arrives the Purdue University Loeb Playhouse
128 Memorial Mall Drive
West Lafayette, IN 47907

Contact: Lance Connolly, AVP – Special Events, Purdue Research Foundation
Cell: [REDACTED]
Email: [REDACTED]

Advance: Nina Bishop
Cell: [REDACTED]
Email: [REDACTED]

3:30 PM ADMINISTRATOR participates in the Purdue University CMS Research Roundtable

EVENT Purdue University CMS Research Roundtable

(60 min) TIME: 3:30 PM – 4:30 PM
LOCATION: Trap Room
TYPE: Roundtable
SET-UP: Hollow Square or U-Shape

PRESS: No
TRANSCRIPTION: TBD
TWEETING: TBD

GREETED BY: Lance Connolly, AVP – Special Events, Purdue Research Foundation
Paul Griffin, Director, Regenstrief Center for Healthcare Engineering

- ATTENDEES:
- ADMINISTRATOR
 - Kathy Abrahamson, Associate Professor, School of Nursing
 - Brett Collar, Undergraduate Student, Biomedical Engineering
 - Lance Connolly, AVP – Special Events, Purdue Research Foundation
 - Paul Griffin, Director, Regenstrief Center for Healthcare Engineering
 - Randy Hountz, Director, Purdue Healthcare Advisors
 - Amber Johnson, PhD Student, Computer Science
 - Michelle A. Visbal Onufrak, PhD Student, Biomedical Engineering
 - Yuehwern Yih, Associate Director, Regenstrief Center for Healthcare Engineering
Academic Co-Lead, USAID LASER PULSE

SCENARIO: - Roundtable will outline research at Purdue that was either funded by CMS or may be of interest.
- Griffin introduces ADMINISTRATOR and participants (5 mins)

- Participants provide highlights of their research (45 mins)
- Research to be presented:
 - Cost-Effective Quality Care for Indiana’s Long-Term Care (LTC) Medicaid Patients - funded by CMS through Indiana FSSA (Abrahamson and Hountz)
 - USAID LASER PULSE, a \$70M Purdue-led center to co-create research solutions for developing countries (Yih)
 - Using EHR data to generate evidence for guidelines (Johnson)
 - Developing a predictive model for shock (Collar)
 - Non-invasive approach for hemoglobin measurement in pregnant women in Kenya (Visbal-Onufrak)
- Q&A (10 mins)

STAFF NOTE: - Desk Time will be held in same room as roundtable
 - ADMINISTRATOR will depart room immediately following roundtable for 150th GiantLeaps photo that will take place backstage at Loeb Playhouse

4:35 PM ADMINISTRATOR departs the Trap Room by foot en route the Loeb Playhouse backstage

Traveling Party:

1. ADMINISTRATOR
2. Ben Kenney
3. Emma Boone
4. Nina Bishop

Walk Time: 5 Minutes

4:40 PM ADMINISTRATOR arrives the Loeb Playhouse backstage

4:45 PM ADMINISTRATOR participates in the Purdue University 150th GiantLeaps Photo Session

EVENT Purdue University 150th GiantLeaps Photo Session

(15 min) TIME: 4:45 PM – 5:00 PM
 LOCATION: Backstage
 TYPE: Photo
 SET-UP: Backdrop
 PRESS: No
 TRANSCRIPTION: No
 TWEETING: No
 GREETED BY: N/A
 ATTENDEES: - ADMINISTRATOR

5:00 PM ADMINISTRATOR departs the Loeb Playhouse backstage by foot en route the Trap Room

Traveling Party:

1. ADMINISTRATOR
2. Ben Kenney
3. Emma Boone
4. Nina Bishop

Walk Time: 5 Minutes

STAFF NOTE: - Potential interviews with Indianapolis Business Journal reporter John Russell and Purdue student newspaper may take place during Desk Time

5:05 PM ADMINISTRATOR participates in the Desk Time

EVENT Desk Time

(55 mins) TIME: 5:05 PM – 6:00 PM
 LOCATION: Trap Room
 TYPE: Desk Time

6:00 PM ADMINISTRATOR departs the Trap Room by foot en route the Loeb Playhouse backstage

Traveling Party:

1. ADMINISTRATOR
2. Ben Kenney
3. Emma Boone
4. Nina Bishop

Walk Time: 5 Minutes

6:05 PM ADMINISTRATOR arrives the Loeb Playhouse backstage

Contact: Kathy Dietz, Director of Operations – Purdue Convocations
 Cell: [REDACTED]
 Email: [REDACTED]
 Advance: Nina Bishop
 Cell: [REDACTED]
 Email: [REDACTED]

6:30 PM ADMINISTRATOR participates in "What IF Humans Live to 150?" Fireside Chat

EVENT "What IF Humans Live to 150?" Fireside Chat

(60 min) TIME: 6:30 PM – 7:30 PM
 LOCATION: Stewart Center
 TYPE: Fireside Chat
 SET-UP: Two chairs; wireless lavalier mic
 PRESS: Open
 TRANSCRIPTION: No
 TWEETING: Yes (Ben)
 GREETED BY: - Mitch Daniels, President, Purdue University
 ATTENDEES: - ADMINISTRATOR
 - Mitch Daniels, President, Purdue University
 - 500+/- General Public Attendees
 SCENARIO: - VOG introduction of ADMINISTRATOR and Daniels
 - ADMINISTRATOR and Daniels walk onstage together
 - ADMINISTRATOR's sits on stage left chair
 - Dialogue runs (45 mins)
 - Daniels moderates Q&A session (15 mins)

STAFF NOTE: - Fireside Chat will be live-streamed

7:35 PM ADMINISTRATOR departs the Loeb Playhouse en route Westwood (President's Residence)

Vehicle Manifest:

- 1. ADMINISTRATOR
- 2. Ben Kenney
- 3. Emma Boone
- 4. Zach Lamb (Driver)

Drive Time: 0 Hours 8 Minutes / 2 Miles

STAFF NOTE: - ADMINISTRATOR can be transported with President in his vehicle to the dinner
 - Vehicles will be escorted as a package to Westwood by Purdue University staff

7:43 PM ADMINISTRATOR arrives Westwood
500 McCormick Road
West Lafayette, IN 47906

Contact: Robin French
 Phone: [REDACTED]
 Email: [REDACTED]

Advance: Nina Bishop
 Cell: [REDACTED]
 Email: [REDACTED]

7:45 PM ADMINISTRATOR participates in the Private Dinner

EVENT Private Dinner

(90 min) TIME: 7:45 PM - 9:15 PM
 LOCATION: Dining Room
 TYPE: Dinner (buffet)
 ATTENDEES: - ADMINISTRATOR
 (Confirmed) - Mitch Daniels, President, Purdue University
 - Aaltonen, Pam - Professor Emerita of Nursing
 - Abrahamson, Kathy - Associate Professor of Nursing
 - Alvey, Jenni - Sr. Vice President & CFO, IU Health
 - Barker, Eric - Dean, College of Pharmacy
 - Bowman, Aaron - Department Head, Health Sciences
 - Broekers, Talia - Nursing Student
 - Budd, Michael - PHGP EAC, Director of United Way
 - Clawson, Rosle - Public Policy Research Institute
 - Deery, Spencer - Sr. Communication Strategist and Policy Analyst
 - Demerly, Mitchell - Student
 - Ferraro, Ken - Director, Center on Aging and the Life Course
 - Gallen, Trevor - Assistant Professor of Economics
 - Gonzalvo, Jasmine - Clinical Associate Professor of Pharmacy Practice
 - Griffin, Paul - Director of the Regenstrief Center for Healthcare Engineering
 Blue Cross Blue Shield
 - Hountz, Randy - Director of PHA
 - Karagory, Pam - Interim Department Head, Nursing
 - Kelly, Brian - Sociology
 - Lechtenberg, Vic - Chair, IU Health Board, West Central Region

- McCauley, Lauren - 2018-2019 Purdue-affiliated community pharmacy resident and Purdue alum
 - Moore, Tim - Associate Professor of Economics
 - Murawski, Matt - Associate Professor of Pharmacy Practice
 - Murphy, Dennis - President & CEO, IU Health
 - Patel, Umesh - President, Cook Biotech
 - Reingold, David - Dean, College of Liberal Arts
 - Sachdev, Gloria - Clinical Assistant Professor of Pharmacy Practice
 - Savaiano, Dennis - Virginia Meredith Professor of Nutrition Science
 - Schrope, Alan - Purdue Veterinary Teaching Hospital Administrator
 - Schultz, Steve - Chief Legal Counsel
 - Shi, Pengyi - Assistant Professor of Management
 - Shields, Cleve - Professor of Child Development
 - Varadarajan, Tunku - The Wall Street Journal
 - Walter, Hannah Jean - Student
 - Ware, Mark Harris - Student
 - Zhang, Zhong-Yin - Director, Purdue Institute for Drug Discovery
- (Unconfirmed)
- Abbott, Angie - Assistant Dean, HHS Extension
 - Bands MD, Roger - IU Health Board, West Central Region
 - Benjamin, Sharon - Nursing Student
 - Cruz, Esmerelda - IU Health Board, West Central Region
 - Dantam, Tina - Student, Purdue Policy Research Institute
 - Dawley, Paul - Student, Purdue Policy Research Institute
 - Dunford, Ben - Associate Professor of Management
 - Evans, Dan - IU Health Board, West Central Region
 - Henriott, Gary - IU Health Board, West Central Region
 - Hillman, Robert - President & General Manager, Indiana - Anthem
 - Kitchell, Ryan - Chief Administrative Officer, IU Health
 - Lu, Feng "Susan" - Associate Professor of Management
 - Mamocha MD, Kenneth - IU Health Board, West Central Region
 - Mansfield MD, Christopher - IU Health Board, West Central Region
 - Mitchell, Randall - IU Health Board, West Central Region
 - Mudunuru, Roshini - Student, Purdue Policy Research Institute
 - Murphy, Michael - Anthem Blue Cross Blue Shield
 - Murray, Mick - Distinguished Professor of Pharmacy Practice and Endowed Chair of Medication Safety
 - Nirmalan MD, Ruban - IU Health Board, West Central Region
 - Nussbaum, Dr. Samuel - Wellpoint
 - Pickett, Neil - Executive Director, Policy, Planning, & Outreach, IU Health
 - Price, Randy - IU Health Board, West Central Region
 - Ratliff, Tim - Robert Wallace Miller Director, Purdue Center for Cancer Research, and Distinguished Professor of Comparative Pathobiology.
 - Sheehan, Amy - Associate Professor of Pharmacy Practice
 - Sheridan, Shan - IU Health Board, West Central Region
 - Sherman, Mike - CFO, Endocyte
 - Stiver, Ron - SVP Engagement & Public Affairs, IU Health
 - Teegarden, Dorothy - Professor and Associate Dean, Department of Nutrition Science

9:20 PM ADMINISTRATOR departs Westwood en route the Hilton Garden Inn Indianapolis/Carmel

Vehicle Manifest:

1. ADMINISTRATOR
2. Ben Kenney
3. Emma Boone
4. Zach Lamb (*Driver*)

Drive Time: 1 Hour 20 Minutes / 65.5 Miles

Time Change: None

10:40 PM ADMINISTRATOR arrives the Hilton Garden Inn Indianapolis/Carmel
13090 Pennsylvania Street
Carmel, IN 46032

RON: Carmel, IN

VISIT OF THE ADMINISTRATOR TO INDIANAPOLIS, IN

Tuesday, October 23, 2018

7:30 AM ADMINISTRATOR departs the Hilton Garden Inn Indianapolis/Carmel en route the Indianapolis International Airport (IND)

Vehicle Manifest:

1. ADMINISTRATOR
2. Ben Kenney
3. Emma Boone
4. Zach Lamb (Driver)

Drive Time: 45 Minutes / 29.3 Miles

8:15 AM ADMINISTRATOR arrives the Indianapolis International Airport (IND)
7800 Col. H. Weir Cook Memorial Drive
Indianapolis, IN 46241

9:20 AM ADMINISTRATOR departs the Indianapolis International Airport (IND) via American Airlines Flight 4397 en route the Ronald Reagan Washington National Airport (DCA)

Flight Manifest:

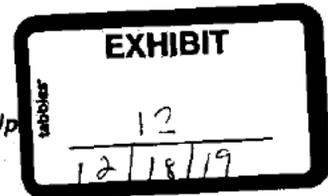
1. ADMINISTRATOR
2. Ben Kenney
3. Emma Boone

Flight Time: 1 Hour 40 Minutes

Time Change: None

11:00 AM ADMINISTRATOR arrives the Ronald Reagan Washington National Airport (DCA)
One Aviation Circle
Washington, DC 20001





VISIT OF THE ADMINISTRATOR TO LOS ANGELES AND SANTA CLARA, CA

Tuesday, January 22, 2019

9:04 AM ADMINISTRATOR arrives the Los Angeles International Airport (LAX) via AA Flight 2050
1 World Way
Los Angeles, CA 90045

Flight Manifest:

- 1. ADMINISTRATOR

Time Change: +3 Hours

9:20 AM ADMINISTRATOR departs the Los Angeles International Airport (LAX) en route the Girlboss offices

Vehicle Manifest:

- 1. ADMINISTRATOR
- 2. Meredith Good-Cohn
- 3. Marcus Barlow
- 4. Pam Stevens
- 5. [REDACTED] (Driver)

Drive Time: 1 Hour 5 Minutes / 21.4 Miles

10:25 AM ADMINISTRATOR arrives the Girlboss offices
4111 W. Sunset Boulevard
Los Angeles, CA 90029

Contact: Stephanie Stock, Editorial Assistant

Cell: [REDACTED]
Office: [REDACTED]
Email: [REDACTED]

Advance: Taylor Mason

Cell: [REDACTED]
Email: [REDACTED]

10:30 AM ADMINISTRATOR participates in the Girlboss Off-the-Record "Getting to Know You" Visit

EVENT Girlboss Off-the-Record "Getting to Know You" Visit

(60 min)

TIME: 10:30 AM - 11:30 AM

LOCATION: TBD Room

TYPE: Off-the-Record "Getting to Know You" visit

SET-UP: TBD

PRESS: Yes

TRANSCRIPTION: Notes - Pam

TWEETING: Yes

GREETED BY: N/A

ATTENDEES: - ADMINISTRATOR
- Neha (pronounced Nee-Ha) Gandhi, Editor-in-Chief & COO

SCENARIO: - Casual meeting to hear about ADMINISTRATOR'S journey; what her job entails

11:35 AM ADMINISTRATOR departs the Girlboss offices en route the Café Stella

Vehicle Manifest:

- 1. ADMINISTRATOR
- 2. Meredith Good-Cohn
- 3. Marcus Barlow
- 4. Pam Stevens
- 5. [REDACTED] (Driver)

Drive Time: 5 Minutes / .2 Miles

11:40 AM ADMINISTRATOR arrives the Café Stella
3932 W. Sunset Boulevard
Los Angeles, CA 90029

Advance: Taylor Mason

Cell: [REDACTED]

Email: [REDACTED]

11:45 AM ADMINISTRATOR participates in the Private Lunch

EVENT Private Lunch

(75 min) TIME: 11:45 AM - 1:00 PM
 LOCATION: Dining Room
 ATTENDEES: - ADMINISTRATOR
 - Traveling Party

1:05 PM ADMINISTRATOR departs the Café Stella en route the Milken Institute

Vehicle Manifest:

- 1. ADMINISTRATOR
- 2. Meredith Good-Cohn
- 3. Marcus Barlow
- 4. Pam Stevens
- 5. [REDACTED] (Driver)

Drive Time: 45 Minutes / 19 Miles

1:50 PM ADMINISTRATOR arrives the Milken Institute
1250 Fourth Street
Santa Monica, CA 90401

Contact: Cathy Crear, Executive Assistant to Jill Posnick, Milken Institute

Cell: [REDACTED]

Office: [REDACTED]

Email: [REDACTED]

Advance: Taylor Mason

Cell: [REDACTED]

Email: [REDACTED]

2:00 PM ADMINISTRATOR participates in the Milken Institute Leadership Meeting

EVENT **Milken Institute Leadership Meeting**

(60 min) **TIME:** 2:00 PM – 3:00 PM
LOCATION: TBD
TYPE: Meeting
SET-UP: TBD
PRESS: No
TRANSCRIPTION: Notes - Pam
TWEETING: Yes
GREETED BY: TBD
ATTENDEES: - ADMINISTRATOR
- Michael Milken, Chairman, Milken Institute (tentative)
- Paul H. Irving, Chairman, Center for the Future of Aging
- Nora Super, Director, Policy & Programs, Center for the Future of Aging
- Jill Posnick, Executive Director, Marketing & Communications, Milken Institute
SCENARIO: - TBD

3:05 PM ADMINISTRATOR departs the Milken Institute en route the Los Angeles International Airport (LAX)

Vehicle Manifest:

1. ADMINISTRATOR
2. Meredith Good-Cohn
3. Marcus Barlow
4. Pam Stevens
5. [REDACTED] (Driver)

Drive Time: 45 Minutes / 11 Miles

3:50 PM ADMINISTRATOR arrives the Los Angeles International Airport (LAX)
1 World Way
Los Angeles, CA 90045

5:00 PM ADMINISTRATOR departs the Los Angeles International Airport (LAX) via UA Flight 632

Flight Manifest:

1. ADMINISTRATOR
2. Meredith Good-Cohn
3. Marcus Barlow
4. Pam Stevens

Flight Time: 1 Hour 33 Minutes

Time Change: 0 Hours

6:33 PM ADMINISTRATOR arrives the San Francisco International Airport (SFO)
780 S. Airport Boulevard
San Francisco, CA 94128

6:50 PM ADMINISTRATOR departs the San Francisco International Airport (SFO) en route The Firehouse Bistro

Vehicle Manifest:

- 1. ADMINISTRATOR
- 2. Meredith Good-Cohn
- 3. Marcus Barlow
- 4. Pam Stevens
- 5. Taylor Mason (Driver)

Drive Time: 25 Minutes / 22 Miles

7:15 PM ADMINISTRATOR arrives The Firehouse Bistro
2991 Woodside Road
Woodside, CA 94062

Contact 1: Kelly Christiansen Romney, Hoover Institution (do not contact on Sunday)

Cell: [REDACTED]
Email: [REDACTED]

Contact 2: Eryn Witcher Tillman, Director of Public Affairs, Hoover Institution

Cell: [REDACTED]
Email: [REDACTED]

Advance: Nina Bishop

Cell: [REDACTED]
Email: [REDACTED]

7:20 PM ADMINISTRATOR participates in the Hoover Institution Leadership Dinner

EVENT Dinner with Hoover Institution Leadership

(60 min) TIME: 7:20 PM - 8:20 PM
 LOCATION: Private Dining Room
 TYPE: Dinner
 SET-UP: N/A
 PRESS: No
 TRANSCRIPTION: Notes - Pam
 TWEETING: TBD
 GREETED BY: TBD
 ATTENDEES: - ADMINISTRATOR
 - Thomas W. Gilligan, Director, Hoover Institution
 - Daniel P. Kessler, Senior Fellow & Health Care Policy Working Group Member, Hoover Institution
 - Eryn Witcher Tillman, Director of Public Affairs, Hoover Institution
 - John F. Cogan, Senior Fellow, Hoover Institution
 - Kate Bundorf, Senior Fellow, Hoover Institution
 - Lanhee J. Chen, Research Fellow, Hoover Institution
 - Scott W. Atlas, Senior Fellow & Health Care Policy Working Group Member, Hoover Institution
 SCENARIO: - Gilligan makes brief welcome remarks; intros ADMINISTRATOR (2 mins)
 - ADMINISTRATOR makes brief remarks; begins dialogue (2 mins)
 - Dinner is served; dialogue continues until dinner concludes

8:25 PM ADMINISTRATOR departs The Firehouse Bistro en route the Fairmont San Jose Hotel

Vehicle Manifest:

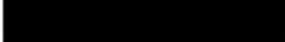
1. ADMINISTRATOR
2. Meredith Good-Cohn
3. Marcus Barlow
4. Pam Stevens
5. Taylor Mason (Driver)

Drive Time: 30 Minutes / 25 Miles

8:55 PM ADMINISTRATOR arrives the Fairmont San Jose Hotel
170 S. Market Street
San Jose, CA 95113

Advance: Nina Bishop

Cell: 

Email: 

RON: Fairmont San Jose Hotel, San Jose, CA

VISIT OF THE ADMINISTRATOR TO LOS ANGELES AND SANTA CLARA, CA

Wednesday, January 23, 2019

8:00 AM ADMINISTRATOR participates in the Speech Prep/Desk Time

EVENT Speech Prep/Desk Time

(85 min) TIME: 8:00 AM – 9:25 AM
LOCATION: Sleeping Room
TYPE: Speech Prep/Desk Time
PARTICIPANTS: - ADMINISTRATOR

9:30 AM ADMINISTRATOR departs the Fairmont San Jose Hotel en route the Santa Clara Convention Center

Vehicle Manifest:

- 1. ADMINISTRATOR
- 2. Meredith Good-Cohn
- 3. Marcus Barlow
- 4. Pam Stevens
- 5. Taylor Mason (Driver)

Drive Time: 30 Minutes / 9 Miles

STAFF NOTES: - Drivetime estimate is 30 minutes, but extra time has been allotted in case of severe traffic
- ADMINISTRATOR'S private holding room is only available from 10:15 AM – 10:30 AM;
ADMINISTRATOR can hold in vehicle until private room is available

10:00 AM ADMINISTRATOR arrives the Santa Clara Convention Center
5001 Great America Parkway
Santa Clara, CA 95054

Contact 1: Tal Behar, Co-Founder & President, PMWC International
Office: [REDACTED]
Cell: [REDACTED]
Email: [REDACTED]

Contact 2: Whitney Maughan, Executive Assistant, PMWC International (cc on emails to Behar)
Cell: [REDACTED]
Email: [REDACTED]

Contact 3: Brooke Hoekstra, Event Manager, Santa Clara Convention Center
Office: [REDACTED]
Cell: [REDACTED]
Email: [REDACTED]

Contact 4: Gadi Behar, Managing Director, PMWC International (cc on emails to Hoekstra)
Cell: [REDACTED]
Email: [REDACTED]

Advance: Nina Bishop
Cell: [REDACTED]
Email: [REDACTED]

10:30 AM ADMINISTRATOR participates in the Precision Medicine World Conference 2019 Fireside Chat

EVENT Precision Medicine World Conference 2019 Fireside Chat

(30 min) **TIME:** 10:30 AM – 11:00 AM
LOCATION: Great America Ballroom (First Floor)
TYPE: Fireside Chat
SET-UP: Two chairs
PRESS: Yes (credentialed; interspersed seated among attendees; not "corralled")
TRANSCRIPTION: Notes - Meredith
TWEETING: Yes
GREETED BY: - TBD
ATTENDEES: - 500+/- Precision Medicine World Conference 2019 Registered Attendees
- ADMINISTRATOR
- Jay Bhattacharya MD, PhD – Professor of Medicine, Senior Fellow at the Stanford Institute for Economic Policy Research
SCENARIO: - VOG introduction of ADMINISTRATOR and Bhattacharya
- ADMINISTRATOR and Bhattacharya walk onstage together and take seats
- Dialogue runs (30 mins)

STAFF NOTES: - Backdrop will be black drape with blue and green up-lighting
- Fireside Chat will be filmed live-to-tape and available to designated staff after conference concludes
- Professional photos of fireside chat will be available to designated staff after conference concludes via DropBox
- There is time for up to 25 minutes of media or a private meeting onsite before departure

11:15 AM ADMINISTRATOR departs the Santa Clara Convention Center en route the San Francisco International Airport (SFO)

Vehicle Manifest:

1. ADMINISTRATOR
2. Meredith Good-Cohn
3. Marcus Barlow
4. Pam Stevens
5. Taylor Mason (Driver)

Drive Time: 45 Minutes / 29 Miles

12:00 PM ADMINISTRATOR arrives the San Francisco International Airport (SFO)
780 S. Airport Boulevard
San Francisco, CA 94128

1:20 PM ADMINISTRATOR departs the San Francisco International Airport (SFO) via United Airlines Flight 2046 en route the Ronald Reagan Washington National Airport (DCA)

Flight Manifest:

1. ADMINISTRATOR
2. Meredith Good-Cohn
3. Marcus Barlow
4. Pam Stevens

Flight Time: 5 Hours 3 Minutes

Time Change: -3 Hours

9:23 PM ADMINISTRATOR arrives the Ronald Reagan Washington National Airport (DCA)
One Aviation Circle
Washington, DC 20001



From: [REDACTED]
Sent: Tuesday, October 16, 2018 3:44 PM
To: MARCUS BARLOW
Cc: Koepke, Christopher P. (CMS/OC);Kendra Kojcsich;Zajac, Stephanie (CMS/OC);Krawczyk, Mark (CMS/OC)
Subject: Weekly Twitter Report for Administrator Verma

Hi CMS team,

Please see below for the weekly report for Administrator Verma. This week had unusually high engagements and a spike in followers due to the political nature of tweets.

If you have any questions, please let me know.

Best,
[REDACTED]

+++

This week (10/9 through 10/15), CMS Administrator Seema Verma (@SeemaCMS) tweeted 34 times, and her tweets earned 197 comments, 533 retweets and 1,011 favorites, for a total of 1,741 engagements, which is much higher than recent weeks. As of October 16, 2018, the account has 14,679 followers, which is an increase of 219 followers since October 9, 2018.

Tweets this week referenced the Administration's proposed rule regarding DTC drug advertising, Medicare Open Enrollment, health insurance policies and Administrator Verma's comments regarding Medicare for All, among other topics. The top three tweets are below:

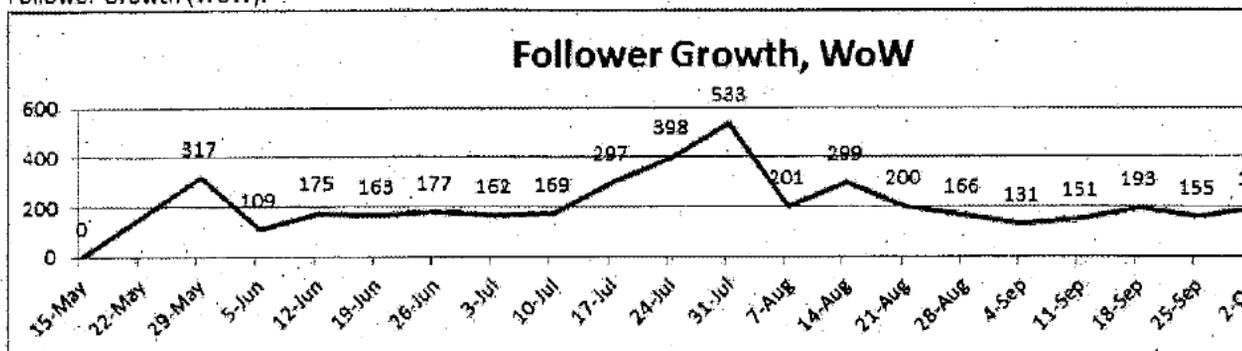
- *Patients deserve electronic access to their health data, doctors should be able to seamlessly exchange data between EHRs, & EHRs should allow third-party applications to leverage that data in innovative ways for the benefit of all. #NHITweek | 446 engagements | No Image | [Link](#)*
- *"What is #MedicareForAll? // • Breaks promise for seniors who have paid into the program // • \$32+ TRILLION price tag // • Destroys employer sponsored & union funded health insurance // • ↓ pay for providers by 40% // • ↓ access to care // • New way to say govt-run, single-payer health care" | 188 engagements | Quote Tweet | [Link](#)*
- *We've spent billions to drive adoption of #healthIT, but patient data isn't flowing between systems as needed. Many doctors today are still recording their notes on paper & faxing patient records. This needs to change. #axethefax #NHITweek | 145 engagements | No Image | [Link](#)*

Takeaways:

- Given the politically-charged nature of tweets this week, we are not surprised to see the engagement rates doubled from previous weeks, as well as the rate of Administrator Verma's follower growth.
- Notably, the tweets that received the highest volume of negative comments also received high volumes of retweets and likes (both of which are thought of as a sign of approval), indicating that Administrator Verma's content generated strong reactions on both sides of the aisle.
- However, among comments coming from Influential accounts (accounts with 1,500 followers or more), reactions were mostly positive. The one tweet with which high-influence followers took issue was the claim that the current Administration has taken steps to fix Obamacare health insurance premiums.
- Notable comments include (mostly positive):

- Rasu Shrestha MD MBA, **tweeted** in response to Administrator Verma's NIHT comments: "Policy, that's aligned with technology and business, can DRAMATICALLY shift care."
 - He has 23,200 followers and the tweet received 3 retweets and 7 likes.
- John Chamberlain, former hospital CEO, **tweeted** in response to Administrator Verma's NIHT comments: "Interoperability is absolutely crucial. We don't even approach that today."
 - He has 1,809 followers and the tweet received 0 retweets and 10 likes.
- John Chamberlain, former hospital CEO, also **tweeted** in response to Administrator Verma's comments about Medicare for All: "M4A? Bad idea. All the way around. Want to see what single payer looks like? Look no further than the VA or the Indian Health Service."
 - He has 1,809 followers and the tweet received 1 retweet and 4 likes.
- Jenks Miller, Political Influencer, **tweeted** in response to the claim that the Administration is working to fix Obamacare premiums: "Is lying a job requirement of all Trump administration officials? Or is that something you bring to the job of your own volition?"
 - He has 2,652 followers and the tweet received 0 retweets and 5 likes.

Follower Growth (WoW):



PORTER NOVELLI



porternovelli.com

T- [Redacted]

EXHIBIT
tabbier
14
12/18/19

STANDARD FORM 1034 Revised October 1987 1034-122		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL			1086176
U.S. DEPARTMENT, BUREAU, OFFICE, DIVISION AND LOCATION Department of Health & Human Services Centers for Medicare & Medicaid Services 7500 Security Boulevard Baltimore, MD 21244-1690		DATE VOUCHER PREPARED November 28, 2018		SCHEDULE NUMBER	
		CONTRACT NUMBER AND DATE HHSM-500-2011-000281		FUND NUMBER	
		Delivery Order Number 73FCMC18F0001		FUND ACCOUNT NUMBER	
		Requestion Number			
PAYEE'S NAME AND ADDRESS Porter Novelli Public Services, Inc.		If Payment by ACH:		DATE INVOICE RECEIVED	
		If Payment by check:		DISBURSMENT	
				PAYEE ACCOUNT NUMBER	
SHIPPED FROM		TO		WEIGHT	
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES <small>ENTER ONE COMPLETE LINE NUMBER OR CONTINUED OR SECOND LINE NUMBER AND OTHER INFORMATION AS NECESSARY</small>	QUANTITY	UNIT PRICE UNIT PER	AMOUNT
	10/1/2018-10/31/2018	ITEM 0001 Strategic Communications Services ITEM 0001 - Invoicing for previously withheld amount			\$109,023.24 \$1,888.67
USE COMBINATION CHECKS IF NECESSARY (Payee must NOT use this space below)				TOTAL	\$110,911.91
PAYMENT:	APPROVED FOR	EXCHANGE RATE	DIFFERENCE		
<input type="checkbox"/> COMPLETE	AS				
<input type="checkbox"/> PARTIAL	BY				
<input type="checkbox"/> FINAL	TITLE				
<input checked="" type="checkbox"/> PROGRESS					
<input type="checkbox"/> ADVANCE					
DATE (DATE)		ACCOUNTING CLASSIFICATION		TITLE	
1/28/2018				EVP	
PAYD	CHECK NUMBER	OR TREASURER OF THE UNITED STATES	CHECK NUMBER	OR CHECK OR MONEY	
	CASH	DATE	PAYEE		
1) WHEN STATES IS COMPLETED, INSERT NAME OF COMPANY 2) IF THE AGENCY IS CERTAIN AND WISHES TO APPROVE AND CANCEL A CHECK, ONE-PAYEE ONLY IS NECESSARY, OTHER WAYS THE APPROVING OFFICER WILL SIGN IN THE SPACE PROVIDED BY THE FEDERAL RULES 3) WHEN A NON-FEDERAL IS REQUESTED IN THE NAME OF A COMPANY OR ORGANIZATION NAME OF THE PERSON WITH THE COMPANY OR CORPORATE NAME AS WELL AS THE OFFICE (WHICH IS THE MOST ACCURATE FOR CHECKS) IS NECESSARY FOR JOHN SMITH, SECRETARY (S) TITLE AND THE DATE MAY BE.					PER
					TITLE
PRIVACY ACT STATEMENT The information requested on this form is required under the provisions of 41 U.S.C. 501 and 502 for the purpose of expending Federal money. The information requested is to identify the agency or contractor to be paid. Failure to furnish this information will hinder discharge of the payment obligation.					

Produced to Committee on Energy and Commerce Pursuant to Oversight Request from Dept. of Health and Human Services
Do Not Share Without Permission



PRIME CONTRACT NUMBER: HHSM-500-2011-000281
 Task Order Number: 75FCMC18F0001
 ITEM 0001 Strategic Communications Services
 10/01/2018 - 10/31/2018

Labor Category	Hourly Rate	Qty	Amt. Prev Billed	Amt. This Invoice	Total Amount Billed to Date
Partner	\$ 310.33	4.50	\$ -	\$ 1,396.49	\$ 1,396.49
Executive Vice President	\$ 279.29	-	\$ -	\$ -	\$ -
Senior Vice President	\$ 231.17	9.00	\$ -	\$ 2,080.53	\$ 2,080.53
Vice President	\$ 209.21	380.00	\$ 27,720.33	\$ 78,499.80	\$ 107,220.13
Account Manager	\$ 157.19	28.25	\$ 3,772.56	\$ 4,440.62	\$ 8,213.18
Account Supervisor	\$ 147.95	2.00	\$ -	\$ 295.90	\$ 295.90
Senior Account Executive	\$ 138.70	8.50	\$ 1,878.95	\$ 1,178.95	\$ 3,051.40
Account Executive	\$ 101.70	5.50	\$ 283.40	\$ 559.35	\$ 762.75
Assistant Account Executive	\$ 95.74	12.25	\$ -	\$ 1,172.82	\$ 1,172.82
Account Coordinator	\$ 67.59	5.00	\$ -	\$ 337.95	\$ 337.95
system rounding			\$ 0.02	\$ -	\$ 0.02
TOTAL		455.00	\$ 33,568.76	\$ 90,962.41	\$ 124,531.17

	Amt. Prev Billed	Amt. This Invoice	Total Amount Billed to Date
Total Other Direct Costs (less Media Buy)	-	\$ 13,856.13	\$ 13,856.13
Media Buy			\$ -
Fixed Indirect Cost	\$ 4,204.70	\$ 4,204.70	\$ 8,409.40
TOTAL INVOICE AMOUNT	\$ 37,773.46	\$ 109,023.24	\$ 146,796.70
5% Withholding Amount per FAR 2.232-7(a)(7)	\$ (1,888.67)	\$ 1,888.67	\$ -
TOTAL INVOICE AMOUNT after Withholding	\$ 35,884.79	\$ 110,911.91	\$ 146,796.70

Produced to Committee on Energy and Commerce pursuant to Oversight Request, Do Not Share Without Permission from Dept of Health and Human Services

Porter Novelli Public Services, Inc.
 CONTRACT NUMBER: HHS-690-2011-000281
 Task Order Number: 75FCMC18F0001
 CMS Strategic Communications Services
 9/15/2018 - 8/31/2019

BASE PERIOD

ITEM 0001 - Strategic Communications Services
 020357_000
 Ongoing Strategic Communications

BUDGET	Inv 1088055 9/15/2018 - 9/30/2018	Inv 1069449 10/01/2018 - 10/31/2018	Inv 11/01/2018 - 11/30/2018	Inv 12/01/2018 - 12/31/2018	TOTAL Expended Budget	TOTAL Remaining Budget
Labor	\$ 1,425,374.40	\$ 89,233.32	\$ -	\$ -	\$ 119,894.06	\$ 1,305,480.34
ODCs	\$ 9,250.32	\$ 13,856.13	\$ -	\$ -	\$ 13,856.13	\$ (4,605.81)
Subtotal	\$ 1,434,624.72	\$ 103,089.45	\$ -	\$ -	\$ 133,750.19	\$ 1,300,874.53

020357_000
 Advance / Event

Labor	\$ 400,914.80	\$ 2,908.02	\$ -	\$ -	\$ 4,637.11	\$ 396,277.69
ODCs	\$ 363,955.58	\$ -	\$ -	\$ -	\$ -	\$ 363,955.58
Subtotal	\$ 764,870.38	\$ 2,908.02	\$ -	\$ -	\$ 4,637.11	\$ 760,233.27

Fixed Indirect Costs

Fixed Ind. Costs	\$ 50,456.43	\$ 4,204.70	\$ -	\$ -	\$ 8,409.40	\$ 42,047.03
Subtotal	\$ 50,456.43	\$ 4,204.70	\$ -	\$ -	\$ 8,409.40	\$ 42,047.03
TOTAL Labor	\$ 1,826,289.20	\$ 93,962.76	\$ -	\$ -	\$ 124,531.17	\$ 1,701,758.03
TOTAL ODCs	\$ 373,205.90	\$ 13,856.13	\$ -	\$ -	\$ 13,856.13	\$ 359,349.77
TOTAL Fixed Ind. Costs	\$ 50,456.43	\$ 4,204.70	\$ -	\$ -	\$ 8,409.40	\$ 42,047.03
TOTAL	\$ 2,249,951.53	\$ 109,023.24	\$ -	\$ -	\$ 146,796.70	\$ 2,103,154.83

Produced to Committee on Energy and Commerce Pursuant to Oversight Request, Do Not Share Without Permission from Dept. of Health and Human Services

Invoice Number: 1090449
 Invoice Date: 11/04/2018
 Invoice Period: October 1, 2018 - October 31, 2018

PORTER
 NOVELL
 PUBLIC SERVICES

Description:
 CMS Strategic Communications 2018-2019

Contract Number: HHSM-000-2011-0002B
 Order Number: 75FCM0180001
 Period of Performance: 8/1/2018 - 6/31/2019

Customer:
 Department of Health & Human Services
 Centre for Medicare & Medicaid Services
 7500 Security Boulevard
 Baltimore, MD 21244-1850

Remit To:
 Porter Novelli Public Services

Terms: Net 30

SUMMARY

Labor and Material cost for the month of October

		Amount	Cumulative Billed to Date
Labor	ITEM 0001 Ongoing Strat Comm	\$89,233.32	\$119,894.06
ODC/Travel	ITEM 0001 Ongoing Strat Comm	\$13,856.13	\$13,856.13
Labor	ITEM 0001 Advance/Event	\$1,729.09	\$4,637.11
ODC/Travel	ITEM 0001 Advance/Event	\$0.00	\$0.00
	ITEM 0001 Fixed Indirect Cost	\$4,204.70	\$1,489.40
	SUBTOTAL	\$109,023.24	\$146,796.70
	ITEM 0001 - Invoicing for previously withheld amount	\$1,888.67	\$0.00
	TOTAL INVOICED Less Withholding	\$110,911.91	\$146,796.70

Payment by ACH

Payment by check:

Porter Novelli Public Services

Produced to Com...
 Do Not Share With...
 Without Permission from Dep't of Health and Human Services

Description:

CMS - Strategic Communications 2018-2019
Ongoing Strat Comm

**PORTER
NOVELLI**
PUBLIC SERVICES

SCHEDULE A - LABOR

October 1, 2018 - October 31, 2018

TITLE	COUNSELOR	HOURS	RATE	TOTAL \$
Vice President	Earlow, Marcus	240.00	209.21	50,210.40
Senior Vice President	Bearse, Eric	9.00	231.17	2,080.53
Vice President		35.50	209.21	7,469.96
Vice President		33.00	209.21	6,905.93
Account Executive		5.50	101.70	559.35
Vice President		1.50	209.21	313.82
Vice President	Kopsch, Kendra	70.00	209.21	14,644.70
Partner		4.50	310.33	1,396.49
Senior Account Executive		0.50	136.70	68.35
Assistant Account Executive		6.50	85.74	557.31
Account Manager		17.25	157.19	2,711.53
Senior Account Executive		8.00	136.70	1,093.60
Account Coordinator		5.00	67.59	337.95
Account Supervisor		2.00	147.95	295.90
Assistant Account Executive		8.75	95.74	836.26

System rounding (0.01)

Grand Total 444.00 89,233.32

LABOR CATEGORY	HOURS	RATE	LABOR TOTAL
Account Coordinator	5.00	67.59	337.95
Assistant Account Executive	12.25	85.74	1,172.62
Account Executive	5.50	101.70	559.35
Senior Account Executive	8.50	136.70	1,178.95
Account Supervisor	2.00	147.95	295.90
Account Manager	17.25	157.19	2,711.53
Vice President	360.00	209.21	78,496.80
Senior Vice President	9.00	231.17	2,080.53
Executive Vice President		279.29	
Partner	4.50	310.33	1,396.49

System rounding

Grand Total 444.00 89,233.32

Produced to Committee on Energy and Commerce Pursuant to Oversight Request, Do Not Share Without Permission from Dept of Health and Human Services

CMS - Strategic Communications 2018-2019

Ongoing Strategic Comm

SCHEDULE B - ODC DETAIL

Description	Amount Billed
Seniors and Broll filming for eMedicare Launch in Fairfax VA, paid Ventana Productions Inc - invoice #2180643	\$2,525.27
E-medicareCertificate, paid Ventana Productions Inc - invoice #2180644	\$4,137.00
"E-Medicare Seema Verma" post-production, media management, edit & 2D graphic, paid Studio Center Corporation - invoice #T141157	\$3,919.50
Filming for 9/17 Burden Press Conference, and editing, paid Ventana Productions Inc - invoice #2180616	\$2,943.49
508 eMedicare video, paid Interactive Accessibility invoice #INV0000405	330.87

Total ODCs

\$13,856.13

Produced to Committee on Energy and Commerce Pursuant to Oversight Request
Do Not Share Without Permission from Dept of Health and Human Services

Description:

CMS - Strategic Communications 2018-2019
Advance/Event

**PORTER
NOVELL**
PUBLIC SERVICES

SCHEDULE A - LABOR

October 1, 2018 - October 31, 2018

TITLE	COUNSELOR	HOURS	RATE	TOTAL \$
Account Manager		11.00	157.19	1,729.09

System rounding	
-----------------	--

Grand Total	11.00	1,729.09
-------------	-------	----------

LABOR CATEGORY	HOURS	RATE	LABOR TOTAL
Account Coordinator	-	67.59	-
Assistant Account Executive	-	95.74	-
Account Executive	-	101.70	-
Senior Account Executive	-	138.70	-
Account Supervisor	-	147.95	-
Account Manager	11.00	157.19	1,729.09
Vice President	-	209.21	-
Senior Vice President	-	231.17	-
Executive Vice President	-	279.29	-
Partner	-	310.33	-

System rounding	
-----------------	--

Grand Total	11.00	1,729.09
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Produced to Committee on Energy and Commerce pursuant to Oversight Request, Do Not Share Without Permission from Dept of Health and Human Services

VENTANA PRODUCTIONS INC.

V E N T A N A
P R O D U C T I O N S

INVOICE

DATE	INVOICE NO.
10/1/2018	2180043

BILL TO
PORTER NOVELLI
[REDACTED]
[REDACTED]

P.O. NO.	TERMS	DUE DATE
	Net 30	10/31/2018

DATE	DESCRIPTION	RATE	AMOUNT
	CMS Osher		
9/21/2018	DP Half-Day [REDACTED]	550.00	550.00
9/21/2018	Audio Tech Half-Day [REDACTED]	450.00	450.00
9/21/2018	Grip Full Day [REDACTED]	550.00	550.00
9/21/2018	Sony FS7 Camera & Primo	650.00	650.00
9/21/2018	Sound Devices 664 6 Channel Audio Mixer	200.00	200.00
9/21/2018	Canon EF 70-200mm Lens	45.00	45.00
9/21/2018	Canon EF 24-70mm Lens	45.00	45.00
9/26/2018	Courier Job # 364743	35.27	35.27
Thank you for your business.		Sales Tax (5.75%)	\$100
		Total	\$2,525.27
		Balance Due	\$2,525.27

Produced to Committee on Energy and Commerce Pursuant to Oversight Request
Do Not Share Without Permission from Dept of Health and Human Services

VENTANA PRODUCTIONS INC.



INVOICE

DATE	INVOICE NO.
10/1/2018	215044

BILL TO
PORTER/NOVELLI
[REDACTED]

P.O. NO.	TERMS	DUPLICATE DATE
	Net 30	10/31/2018

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	CMS HHS Administrator			
9/25/2018	DP Half-Day [REDACTED]	1	550.00	550.00
9/25/2018	DP Half-Day [REDACTED]	1	550.00	550.00
9/25/2018	Audio Tech Half-Day [REDACTED]	1	450.00	450.00
9/25/2018	Half Day Teleprompter [REDACTED]	1	525.00	525.00
9/25/2018	Makeup Artist Half-Day [REDACTED]	1	450.00	450.00
9/25/2018	Sony FS7 Camera	1	650.00	650.00
9/25/2018	Sony FS7 Camera	1	650.00	650.00
9/25/2018	Audio Pkg	1	200.00	200.00
9/25/2018	Hard Drive	1	65.00	65.00
9/25/2018	Parking-Prompter	1	20.00	20.00
9/25/2018	Parking-Audio	1	27.00	27.00

Thank you for your business.

Sales Tax (5.75%)	\$0.00
Total	\$4,137.00
Balance Due	\$4,137.00

Produced to Committee on Energy and Commerce pursuant to Oversight Request Do Not Share Without Permission from Dep't of Health and Human Services

STUDIO CENTER

Invoice

Invoice Number

T141157

Invoice Date

06/15, 2018

Customer ID:

05092S

PORTER NOVELLI
ATTN: ACCOUNTS PAYABLE

Client	Customer PO/Job Number	Job Date	Producer
CMS	PO# 000028835	18/06/18	HOUSE

Quantity	Description	Rate	Amount
	"e-MEDICARE SEEMA VERMA"		
	POST-PRODUCTION:		
1.00	MEDIA MANAGEMENT	\$103.00	\$103.00
9.50	EDIT HOURS	\$263.00	\$2,498.50
3.00	2D GRAPHIC HOURS	\$283.00	\$849.00
1.00	FINAL OUTPUT HOURS	\$263.00	\$263.00
1.00	PROJECT ARCHIVE	\$206.00	\$206.00

DOMESTIC WIRE INSTRUCTIONS



Subtotal	\$3,919.50
Sales Tax	
Total Invoice Amount	\$3,919.50
Payment/Credit Applied	
TOTAL (USD)	\$3,919.50

THANK YOU for your business. We look forward to working with you again soon!

This transaction is subject to all terms and conditions contained in the current Rate & Schedule and Business Agreement between Studio Center and the client. Unless specifically stated, and music licensing fees provide for 13 weeks usage within the market(s) cleared at the time of the session or renewal. Amounts not paid within 30 days from the close of the month subject to a 1.2% per month (18% per annum) finance charge. Client accepts responsibility for all expenses incurred in the collection of amounts due in excess of 90 days from it.

VENTANA PRODUCTIONS INC.

V E N T A N A
P R O D U C T I O N S

INVOICE

DATE	INVOICE NO.
9/21/2018	218016

BILL TO
PORTER/NOVELLI
[REDACTED]

P.O. NO.	TERMS	DUE DATE
000028614	Net 30	10/21/2018

DATE	DESCRIPTION		RATE	AMOUNT
	HHS Med Star Event			
9/17/2018	DP Full-Day [REDACTED]	1	750.00	750.00
9/17/2018	Director of Photography [REDACTED]	1	750.00	750.00
9/17/2018	Panasonic HPX 2000 P2 Video Camera	1	450.00	450.00T
9/17/2018	Panasonic HPX-2000 P2 Camera	1	450.00	450.00T
9/17/2018	Hard Drive	1	75.00	75.00T
9/18/2018	Editor [REDACTED]	2	195.00	390.00T

Thank you for your business.

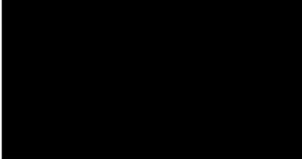
Sales Tax (5.75%) \$78.49

Total \$2,943.49

Balance Due \$2,943.49

Produced to Committee on Energy and Commerce Pursuant to Oversight Request
Do Not Share Without Permission from Dep't of Health and Human Services

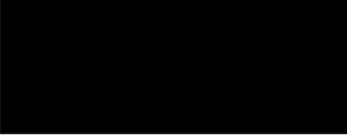
Interactive Accessibility



Invoice	INV0000405
Date	9/30/2018
Page	1

Bill To:

Porter Novelli



Ship To:

Porter Novelli



Purchase Order No.	Customer ID	Payment Terms	Sub Contract #	Prime Contract #
		NET 60 DAYS		
Qty	Item Number	Description	Unit Price	Ext. Price

1 350124-001

Accessibility Review
9/29/2018 Billing code: 020357-000 CMS eMedicare Video

\$330.87

\$330.87

Produced to Committee on Energy and Commerce Pursuant to Oversight Request, Do Not Share Without Permission from Dep't of Health and Human Services

Activity Report October 2018

Centers for Medicare and Medicaid Services (CMS)
Medicare Open Enrollment National Multimedia & Education Campaign
Contract HHSM-500-2011-000281; Order 75FCMC18F0001
Option Year 2 (9/15/18 – 8/31/19)

Met with CMS Office of Communications (OC) and Office of the Administrator (OA) and Nahigian Strategies on 2018 Activities and Initiatives:

- The Porter Novelli Public Services (PNPS) team continued to coordinate and participate in calls with CMS OC, OL, OA, and regional offices and Nahigian Strategies. The team coordinated a weekly status call to review activities across the PNPS and NS accounts. PNPS also participated in ad hoc calls to discuss logistics and press activity for York, PA and Indianapolis, IN events.
- Provided media coverage and reporting for Administrator's Activities. Created media lists and conducted outreach for York, PA and Indianapolis, IN events.
- Staffed York, PA and Indianapolis, IN events. Participated in all meetings with Nahigian Strategies for planning and logistics.
- Provided briefing book updates and support for York, PA events.
- PNPS provided comprehensive media monitoring and media reports for coverage of the event.
- Created assets for PA Medicare event, including laptop stickers and briefing book.
- Sourced speechwriter for Medicare events and travel.

Strategic Communications Nonevent Activities

- Prepared and delivered weekly reports for Administrator Verma's Twitter account to provide growth analysis and recommendations.
- Produced eMedicare video with Administrator Verma; script writing, production and post production work.

EXHIBIT

tabbies

15

12/18/19

STANDARD FORM 1034
Revised October 1997
1034-122

PUBLIC VOUCHER FOR PURCHASES AND SERVICES
THAN PERSONAL

1588065

U.S. DEPARTMENT (BUREAU), OR DIVISION AND LOCATION
Department of Health & Human Services
Centers for Medicare & Medicaid Services
7500 Security Boulevard
Baltimore, MD 21244-1850

DATE VOUCHER PREPARED
October 18, 2018

CONTRACT NUMBER AND DATE
HHSM-500-2011-000281

Delivery Order Number
75FCMC18F0001

Receipts by Mailbox

DATE INVOICE RECEIVED

CREDIT TERM

PAYEE'S ACCOUNT NUMBER

FAYEES NAME AND ADDRESS
Porter Novelli Public Services, Inc.
[Redacted]

If Payment by ACH:
[Redacted]

If Payment by check:
Porter Novelli Public Services, Inc.
[Redacted]

SHIPPED FROM TO WEIGHT

NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (WRITE DESCRIPTION ITEM NUMBER OF CONTRACT OR FEDERAL SUPPLY CYCLES, AND OTHER INFO. FOR DELETED UNLESS APPLICABLE)	QUANTITY	UNIT PRICE		AMOUNT
				COST	PER	
	8/15/2018-8/30/2018	ITEM 0001 Strategic Communications Services ITEM 0001 5% Withholding Amount per FAR 52.225-44(7)				\$37,773.48 -1,884.87
TOTAL						\$35,888.79

DATE OF INVOICE RECEIVED (PAYEE MUST NOT USE THE SPACE BELOW)

PAYMENT: COMPLETE PARTIAL PROGRESS ADVANCE

APPROVED FOR BY: [Redacted]

EXCHANGE RATE

DIFFERENCES

1588065

(DATE) (AUTHORIZED SIGNATURE OF PAYEE) (TITLE)

ACCOUNTING CLASSIFICATION

PAID BY: CASH

CHECK NUMBER

DATE

FOR THE TREASURER OF THE PURCHASER

CHECK NUMBER

OR ORDER OF PAYEE

PER

TITLE

1) WHEN STATED BY FOREIGN CURRENCY, INSERT NAME AND SYMBOL

2) IF THE ABILITY TO CREDIT AND AUTHORITY TO DEBIT ARE COMBINED BY ONE PERSON, THE SIGNATURE ON THIS CHECK MAY BE EITHER THE SIGNATURE OF THE PURCHASER OR THE SIGNATURE OF THE PURCHASER'S AUTHORIZED REPRESENTATIVE

3) WHEN A VOUCHER IS RECEIVED IN THE MAIL, THE PURCHASER MUST SIGN AND DATE THE VOUCHER IN THE PRESENCE OF THE PURCHASER'S AUTHORIZED REPRESENTATIVE

OR CORPORATE NAME, AS WELL AS THE SIGNATURE OF THE PURCHASER'S AUTHORIZED REPRESENTATIVE, MUST BE PRINTED FOR CHECKS AND DEBIT CARDS. FULL SIGNATURE, TELEPHONE NUMBER, AND ADDRESS MUST BE PRINTED FOR CHECKS AND DEBIT CARDS.

OR "TREASURER" AS THE CASE MAY BE.

PRIVACY ACT STATEMENT

The information collected on this form is required under the provisions of 41 U.S.C. 820 and 820 for the purpose of determining Federal claims. The information requested is to identify the particular contract and the amounts to be paid. Failure to furnish this information will hinder processing of the payment obligation.

Produced to Comptroller on Enigma and Commerce Pursuant to Oversight Request from Dept of Health and Human Services Without Permission



PRIME CONTRACT NUMBER: HHSM-500-2011-000281
 Task Order Number: 75FCMC18F0001
 ITEM 0001 Strategic Communications Services
 9/15/2018 - 9/30/2018

Labor Category	Hourly Rate	Qty	Amt. Prev Billed	Amt. This Invoice	Total Amount Billed to Date
Partner	\$ 310.33	-	\$ -	\$ -	\$ -
Executive Vice President	\$ 279.29	-	\$ -	\$ -	\$ -
Senior Vice President	\$ 231.17	-	\$ -	\$ -	\$ -
Vice President	\$ 209.21	132.50	\$ -	\$ 27,720.33	\$ 27,720.33
Account Manager	\$ 157.19	24.00	\$ -	\$ 3,772.56	\$ 3,772.56
Account Supervisor	\$ 147.95	-	\$ -	\$ -	\$ -
Senior Account Executive	\$ 138.70	13.50	\$ -	\$ 1,872.45	\$ 1,872.45
Account Executive	\$ 101.70	2.00	\$ -	\$ 203.40	\$ 203.40
Assistant Account Executive	\$ 95.74	-	\$ -	\$ -	\$ -
Account Coordinator	\$ 67.59	-	\$ -	\$ -	\$ -
system rounding				\$ 0.02	\$ 0.02
TOTAL		172.00	\$ -	\$ 33,568.76	\$ 33,568.76

	Amt. Prev Billed	Amt. This Invoice	Total Amount Billed to Date
Total Other Direct Costs (less Media Buy)	\$ -	\$ -	\$ -
Media Buy	\$ -	\$ 4,204.70	\$ 4,204.70
Fixed Indirect Cost	\$ -	\$ -	\$ -
TOTAL INVOICE AMOUNT	\$ -	\$ 37,773.46	\$ 37,773.46
5% Withholding Amount per FAR 42.232-7(a)(7)	\$ -	\$ (1,888.67)	\$ (1,888.67)
TOTAL INVOICE AMOUNT after Withholding	\$ -	\$ 35,884.79	\$ 35,884.79

Produced to Committee on Energy and Commerce Pursuant to Oversight Request, Do Not Share Without Permission from Dept. of Health and Human Services

Porter Novelli Public Services, Inc.
 CONTRACT NUMBER: HHSM-500-2011-000281
 Task Order Number: 79FCMC19F0001
 CMS Strategic Communications Services
 9/15/2018 - 8/31/2019

BASE PERIOD

ITEM 0001 - Strategic Communications Services
 020357_000
 Ongoing Strategic Communications

020357_000
 Advance / Event

BUDGET	Inv 1068055		Inv 1101/2018 - 11/30/2018		Inv 11/30/2018 - 12/31/2018		TOTAL Expended Budget	TOTAL Remaining Budget
	9/15/2018 - 9/30/2018	10/01/2018 - 10/31/2018	11/01/2018 - 11/30/2018	11/30/2018 - 12/31/2018	11/30/2018 - 12/31/2018	12/31/2018		
\$ 1,425,374.40	\$ 30,660.74						\$ 30,660.74	\$ 1,394,713.66
\$ 9,250.32								\$ 9,250.32
\$ 1,434,624.72	\$ 30,660.74						\$ 30,660.74	\$ 1,403,963.98
\$ 400,914.80	\$ 2,908.02						\$ 2,908.02	\$ 398,006.78
\$ 363,955.58								\$ 363,955.58
\$ 764,870.38	\$ 2,908.02						\$ 2,908.02	\$ 761,962.36
\$ 50,456.43							\$ 4,204.70	\$ 46,251.73
\$ 50,456.43							\$ 4,204.70	\$ 46,251.73
\$ 1,828,289.20	\$ 33,568.76						\$ 33,568.76	\$ 1,792,720.44
\$ 373,205.90								\$ 373,205.90
\$ 50,456.43							\$ 4,204.70	\$ 46,251.73
\$ 2,249,951.53	\$ 37,773.46						\$ 37,773.46	\$ 2,212,178.07

Fixed Indirect Costs

Produced to Committee on Energy and Commerce Pursuant to Request for Information from Dept. of Health and Human Services
 Do Not Share Without Permission

Invoice Number: 106055
 Invoice Date: 10/14/2018
 Invoice Period: September 15, 2018 - September 30, 2018

**PORTER
 NOVELL**
 HEALTH SERVICES

Description:
 CMS Strategic Communications 2018-2019

Contract Number: HHS-16-2011-00028
 Order Number: HSP-2018-0001
 Period of Performance: 8/15/2018 - 8/31/2018

Customer:
 Department of Health & Human Services
 Centers for Medicare & Medicaid Services
 7000 Security Boulevard
 Baltimore, MD 21244-1850

From: [Redacted]
 To: [Redacted]

Terms: Net 30

SUMMARY

Labor and Material cost for the period of September 15, 2018 - September 30, 2018

		Current Charges	Cumulative Billed to Date
Labor	ITEM 0001 Ongoing Strat Comm	\$30,840.74	\$30,840.74
ODC/Travel	ITEM 0001 Ongoing Strat Comm	\$0.00	\$0.00
Labor	ITEM 0001 Advance/Event	\$2,908.02	\$2,908.02
ODC/Travel	ITEM 0001 Advance/Event	\$0.00	\$0.00
	ITEM 0001 Fixed Indirect Cost	\$4,204.70	\$4,204.70
	SUBTOTAL	\$37,773.46	\$37,773.46
	ITEM 0001 5% Withholding Amount per FAR 32.232-7(a)(1)	\$1,888.67	\$1,888.67
	TOTAL INVOICED Less Withholding	\$35,884.79	\$35,884.79

If Payment by ACH:

[Redacted]

If Payment by check:

[Redacted]

Produced to Com
 Do Not Share W

on Energy and Commerce Pursuant to Oversight Request,
 Permission from Dep't of Health and Human Services

Description:

CMS - Strategic Communications 2018-2019
Ongoing Strat Comm

**PORTER
NOVELLI**

PUBLIC SERVICES

SCHEDULE A - LABOR

September 15, 2018 - September 30, 2018

TITLE	COUNSELOR	HOURS	RATE	TOTAL \$
Vice President	Barlow, Marcus	80.00	209.21	16,736.80
Senior Account Executive		6.25	138.70	866.88
Vice President		22.00	209.21	4,602.62
Account Executive		2.00	101.70	203.40
Vice President		9.50	209.21	1,987.50
Vice President	Kojasich, Kendra	21.25	209.21	4,393.41
Account Manager		5.50	157.19	864.55
Senior Account Executive		7.25	138.70	1,005.58

System rounding -

Grand Total	163.50		30,690.74
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LABOR CATEGORY	HOURS	RATE	LABOR TOTAL
Account Coordinator	-	67.59	-
Assistant Account Executive	-	95.74	-
Account Executive	2.00	101.70	203.40
Senior Account Executive	13.50	138.70	1,872.45
Account Supervisor	-	147.85	-
Account Manager	5.50	157.19	864.55
Vice President	132.50	209.21	27,720.33
Senior Vice President	-	231.17	-
Executive Vice President	-	279.29	-
Partner	-	310.33	-

System rounding 0.01

Grand Total	163.50		30,690.74
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Produced to Committee on Energy and Commerce Pursuant to Oversight Request, Do Not Share Without Permission from Dept of Health and Human Services

Description:

CMS - Strategic Communications 2018-2019
Advance/Event

**PORTER
NOVELL**
PUBLIC SERVICES

SCHEDULE A - LABOR

September 15, 2018 - September 30, 2018

TITLE	COUNSELOR	HOURS	RATE	TOTAL \$
Account Manager		18.50	157.19	2,908.02

System rounding	
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Grand Total	18.50	2,908.02
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LABOR CATEGORY	HOURS	RATE	LABOR TOTAL
Account Coordinator		67.59	-
Assistant Account Executive		85.74	-
Account Executive		101.70	-
Senior Account Executive		138.70	-
Account Supervisor		147.95	-
Account Manager	18.50	157.19	2,908.02
Vice President		209.21	-
Senior Vice President		231.17	-
Executive Vice President		279.29	-
Partner		310.33	-

System rounding	
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Grand Total	18.50	2,908.02
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Activity Report September 2018

Centers for Medicare and Medicaid Services (CMS)
Medicare Open Enrollment National Multimedia & Education Campaign
Contract HHSM-500-2011-00028I; Order HHSM-500-T0005
Option Year 2 (9/15/18 – 8/31/19)

Strategic Communications

Met with CMS Office of Communications (OC) and Office of the Administrator (OA) and Nahigian Strategies on 2018 Activities and Initiatives:

- The Porter Novelli Public Services (PNPS) team continued to coordinate and participate in calls with CMS OC, OL, OA, and regional offices and Nahigian Strategies. The team coordinated a weekly status call to review activities across the PNPS and NS accounts.
- PNPS prepared and delivered weekly reports for Administrator Verma's Twitter account to provide growth analysis and recommendations.
- Staffed "Burden Reduction" event held at Washington Medstar Hospital. Participated in all meetings with Nahigian Strategies for planning and logistics. Provided on the ground support by staffing the event for the Administrator.
- Provided media coverage and reporting for Administrator's Activities.
- PNPS assisted in the production and filming of the eMedicare video featuring Administrator Verma and individuals from the Osher Lifelong Learning Institute. Participated in all meetings with CMS and Osher Lifelong Learning Institute to confirm participants in the shoot as well as location. Provided on the ground video and logistical support.

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