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**NATIONAL SECURITY AGENCY/CENTRAL SECURITY  
SERVICE**



**INSPECTOR GENERAL**

**REPORT OF INVESTIGATION**

**28 March 2016**

**IV-15-0047**

**Alleged Labor Mischarging**

(U) This report might not be releasable under the Freedom of Information Act or other statutes and regulations. Consult the NSA/CSS Inspector General Chief of Staff before releasing or posting all or part of this report.

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## **(U) OFFICE OF THE INSPECTOR GENERAL**

(U) Chartered by the NSA Director and by statute, the Office of the Inspector General conducts audits, investigations, inspections, and special studies. Its mission is to ensure the integrity, efficiency, and effectiveness of NSA operations, provide intelligence oversight, protect against fraud, waste, and mismanagement of resources by the Agency and its affiliates, and ensure that NSA activities comply with the law. The OIG also serves as an ombudsman, assisting NSA/CSS employees, civilian and military.

### **(U) AUDITS**

(U) The audit function provides independent assessments of programs and organizations. Performance audits evaluate the effectiveness and efficiency of entities and programs and their internal controls. Financial audits determine the accuracy of the Agency's financial statements. All audits are conducted in accordance with standards established by the Comptroller General of the United States.

### **(U) INVESTIGATIONS**

(U) The OIG administers a system for receiving complaints (including anonymous tips) about fraud, waste, and mismanagement. Investigations may be undertaken in response to those complaints, at the request of management, as the result of irregularities that surface during inspections and audits, or at the initiative of the Inspector General.

### **(U) INTELLIGENCE OVERSIGHT**

(U) Intelligence oversight is designed to insure that Agency intelligence functions comply with federal law, executive orders, and DoD and NSA policies. The IO mission is grounded in Executive Order 12333, which establishes broad principles under which IC components must accomplish their missions.

### **(U) FIELD INSPECTIONS**

(U) Inspections are organizational reviews that assess the effectiveness and efficiency of Agency components. The Field Inspections Division also partners with Inspectors General of the Service Cryptologic Elements and other IC entities to jointly inspect consolidated cryptologic facilities.

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### I. (U) SUMMARY

(U//FOUO) The NSA Office of the Inspector General (OIG) opened an investigation in response to a complaint alleging that [redacted] an NSA contractor employee of [redacted] submitted false labor charges while working on NSA contract [redacted]. At the time [redacted] was a [redacted] with [redacted].

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(U//FOUO) The OIG investigation included two interviews of [redacted]; fourteen interviews of current or former [redacted] contractor employees; and interviews of the former Program Manager for [redacted] the NSA Contracting Officer Representative (COR) for [redacted] and three other Agency employees.

(U//FOUO) The OIG also reviewed pertinent documents associated with [redacted] specifically, the [redacted] contract, a Performance Work Statement for the contract, and the [redacted] Employee Handbook. Relevant billing records and time sheets were also reviewed.

(U//FOUO) The OIG concluded, based on the preponderance of the evidence, that during the period of 1 March 2013 through 25 July 2013, [redacted] knowingly claimed false labor hours on his company timesheets. As [redacted] was concerned with manpower problems. Specifically, he was concerned that he did not have enough personnel to appropriately [redacted]. [redacted] was worried that if he [redacted] the company would get fined and he would ultimately lose his job. To help ensure the [redacted] at least on paper, he began putting himself on the schedule for daily eight hour [redacted] shifts in addition to his typical eight hour [redacted] shift. However, during the March through July 2013 timeframe, he would often not work the hours he was claiming to work on his timesheet, frequently only working one of the two shifts he was documenting. His actions violated 31 U.S.C. § 3802, and likely caused [redacted] to violate FAR 31.201-2, thereby reducing allowable costs and payments under FAR 52.216-7.<sup>2</sup>

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(U//FOUO) The OIG estimated that [redacted] wrongfully claimed 297.50 hours. Based upon labor rates provided to the OIG, the estimated 297.50 overtime hours wrongfully claimed by [redacted] that he did not work equate to an approximate loss to the Agency of \$9866. The OIG will issue letters to the prime contractor and the Maryland Procurement Office,

<sup>1</sup> (U//FOUO) On 2 December 2015, a representative from ADS&CI Adjudications indicated [redacted] is no longer an affiliate with NSA. He was debriefed from NSA access with [redacted] on [redacted].

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<sup>2</sup> (U//FOUO) [redacted] may have also violated 18 U.S.C. §§ 287 and 1001, by knowingly and willfully falsifying his timesheets. This potential violation was reported to the United States Attorney's Office (USAO) for Utah on [redacted].

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Contract Administration and Policy Office (BA3) outlining the false labor charges. The OIG will also provide a summary of the investigative findings to Special Actions (Q242) within the Associate Directorate for Counterintelligence and Security (ADS&CI).

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## II. (U) BACKGROUND

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### (U) Introduction

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(U//~~FOUO~~) In May 2012, [redacted] became an NSA contractor employee working for [redacted] at the Utah Data Center (UDC). As the [redacted] he was in charge of the [redacted] employees at the site, including the [redacted].

(U//~~FOUO~~) As the [redacted] on the [redacted] contract, [redacted] was responsible for management and oversight of the performance of [redacted] functions as specified in the contract's Performance Work Statement (PWS) (Appendix B). The primary function of the contract is to [redacted]

As supervisor for the [redacted] on site, [redacted] was charged to ensure the [redacted] were operating consistently with their responsibilities. The functional responsibilities section of the PWS states that [redacted] "shall [redacted] through implementation of a work schedule which covers the period of time for [redacted]. The [redacted] shall ensure that personnel are on time and that back up personnel are available as needed... The [redacted] shall act as on site supervisor for a [redacted] shift, or specialized function."

### (U) Applicable Authorities

(U//~~FOUO~~) The investigation looked at possible violations of the following authorities. Full citations are contained in Appendix A.

- (U) 31 U.S.C. § 3802 – False Claims and Statements; liability
- (U) FAR 31.201-2 – Determining Allowability
- (U) FAR 52.216-7 – Allowable Cost and Payment

### III. (U) FINDINGS

(U//~~FOUO~~) **ALLEGATION:** During the period of 1 March 2013 through 25 July 2013, did [redacted] knowingly claim false labor hours on his company timesheets in violation of 31 U.S.C. § 3802, causing the government to be billed for 297.5 labor hours he did not actually perform, and likely causing [redacted] to violate FAR 31.201-2, thereby reducing allowable costs and payments under FAR 52.216-7?

(U//~~FOUO~~) **CONCLUSION:** Substantiated.

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#### (U) Documentary Evidence

(U//~~FOUO~~) [redacted] Timesheets. On 1 May 2014 and 2 July 2014, [redacted] Senior Contracts Administrator, [redacted] provided the OIG [redacted] timesheets covering the period 1 January 2013 through 17 April 2014. The timesheets show the number of hours [redacted] claimed to work each day on the [redacted] contract, and demonstrate that those same hours were charged to the contract. Timesheets for the pay periods ending 7 March 2013 through 25 July 2013 are included at Appendix C.

(U//~~FOUO~~) **Contract** [redacted] This contract for [redacted] between NSA and [redacted] includes [redacted] for the "Utah Region (NSAU)." Section B.2.(f) of the contract states: "Effort performed ... shall only include effort in direct support of this contract and shall not include ... work (actual or inferred) at the employee's residence or other non-work locations..." Section F.5 of the contract states "Unless the written approval of the Contracting Officer is obtained in advance, the work herein shall not be performed at any facility, other than at the Government site..." The contract is attached as Appendix D.

(U//~~FOUO~~) **Billing Rate Chart** for [redacted] Page 19 of the [redacted] Contract [redacted] details billing rates for various positions on the contract, to include [redacted]. The chart is attached as Appendix E.

(U//~~FOUO~~) [redacted] **Performance Work Statement (PWS)**. This document details the minimum performance requirements for [redacted] in support of [redacted]. Page 5 of the document, Operating Procedures, 4.2 "Service Validation," states that the contractor "shall maintain a record attesting to the services performed for each month of the contract. The record shall identify the location, name of person assigned, time started, time finished, and total hours of service performed..." (Appendix B).

(U//~~FOUO~~) **Chart of Overtime Hours** for [redacted] In this chart, the OIG summarizes the overtime hours [redacted] claimed during from 1 March 2013 through 25 July 2013,

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based on the timesheets (Appendix C) that [redacted] provided. During that time frame, [redacted] claimed 374.50 overtime hours as a [redacted] at an overtime rate of \$32.00 per hour; 214.50 overtime hours as an [redacted] at an overtime rate of \$35.12 per hour; and six overtime hours as a [redacted] at the overtime rate of \$35.63 per hour. The chart is attached as Appendix E.

(U//FOUO) [redacted] Employee Handbook, effective 1 June 2000. Select portions of the handbook are included in Appendix G. Page 7 refers to "Time Sheets." On 21 May 2012, [redacted] acknowledged receiving a copy of the handbook and that it was his responsibility to familiarize himself with its contents and to adhere to all of [redacted] policies and procedures.

**(U) Testimonial Evidence:<sup>3</sup>**

(U//FOUO) [redacted] Contracting Officer Representative (COR) and Program Manager for [redacted] was interviewed on 1 April 2014, and provided the following sworn testimony.

(U//FOUO) [redacted] assumed the [redacted] Program Manager and COR duties for [redacted] in October 2013. There are about [redacted] personnel throughout the NSA enterprise, and approximately [redacted] at the UDC.

(U//FOUO) [redacted] is the prime contractor for [redacted] services. [redacted] from [redacted] essentially serves at the administrative COR at site.

(U//FOUO) On 24 January 2014, [redacted] told [redacted] that [redacted] received a complaint about the time and attendance practices of the [redacted] personnel at UDC. [redacted] told [redacted] that he spoke to [redacted] the [redacted] at UDC, who said he was not aware of any complaints regarding the [redacted] personnel at site. [redacted] former COR for the contract, told him he had no knowledge of the time and attendance issues during his tenure as COR.

(U//FOUO) [redacted] was not personally aware of any issues at UDC. [redacted] has been checking invoices and time and attendance records from UDC on a monthly basis, and there have been no significant issues. Occasionally, if an anomaly appears to exist, [redacted] will reject an invoice and question [redacted] about it, but to this point, [redacted] has been able to appropriately address any inquiries. From [redacted] perspective, [redacted] seemed to be staffed appropriately; all three shifts are being covered, and there has been no adverse impact on the UDC mission. [redacted] has been responsive to [redacted] needs.

<sup>3</sup> (U//FOUO) In addition to the included interview reports, five other personnel were interviewed - [redacted]

[redacted] Summaries of their testimonies are not included since the information they provided was redundant with information relayed to the OIG by other witnesses whose testimony is summarized.

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(U//FOUO) [redacted] Former [redacted] Contractor Employee, [redacted] supporting UDC, was interviewed on 9 May 2014, and provided the following sworn testimony.

(U//FOUO) [redacted] said certain individuals have been regularly working as an [redacted] and [redacted] at the same time. In the latter situation, one person would serve as the [redacted] and [redacted] vice having two people occupy the roles. The person was probably getting paid for both positions. They would manipulate the data on their timesheets so that the practice was not evident. [redacted] as the [redacted] and [redacted] and [redacted] were committing these transgressions.<sup>4</sup> Additionally, [redacted]

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(U//FOUO) [redacted] thinks they were committing the aforementioned wrongs to make additional money, but also to comply with management's direction to [redacted]. While temporarily working [redacted] overheard [redacted] who is "some type of supervisor" with [redacted], having meetings with [redacted] and [redacted] in which he told them that regardless of what they had to do paperwork wise, [redacted]

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(U//FOUO) [redacted] people left [redacted] over the past year, plus because of the poor treatment they received from [redacted] management. There is a shortage of [redacted] personnel because of all the departures. [redacted] thinks most of the people that left would return if [redacted] and [redacted] were replaced by supervisors that respect the people.

(U//FOUO) [redacted] and [redacted] another [redacted] contractor, went to [redacted] Chief, on one occasion, perhaps in March 2013, to report their concerns.

(U//FOUO) [redacted] Contractor Employee, [redacted] supporting UDC, was interviewed on 22 May 2014, and provided the following sworn testimony.

(U//FOUO) [redacted] have represented themselves in logbooks as [redacted] when in actuality [redacted]. The [redacted] [redacted] and [redacted] were doing so in order to avoid fines [redacted] would incur due to [redacted]

(U//FOUO) [redacted] and others reported this personally to [redacted] from [redacted] HQS as well as [redacted] to no avail. They also reported it to [redacted] employees who were FDY to the UDC. They have never received any type of response or observed any changes.

(U//FOUO) When they worked as [redacted] and [redacted] at the same time, the [redacted] would shift some of the hours to a different shift so that it appeared to Payroll they were working double shifts. [redacted] questioned how they could adequately [redacted] and conduct their [redacted] duties at the same time.

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<sup>4</sup> (U//FOUO) Allegations concerning [redacted] and [redacted] are addressed in separate reports.



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(U//FOUO) [redacted] have signed on at the [redacted] while continuing to work their [redacted] duties, shuffling other personnel around to camouflage their actions and make it appear as if all

[redacted]

(U//FOUO) [redacted] former [redacted] Contractor Employee, [redacted], was interviewed on 10 June 2014, and provided the following sworn testimony.

(U//FOUO) When [redacted] was [redacted] in January 2013, he was

[redacted] The [redacted] and [redacted] would work [redacted] in addition to their [redacted] duties, and that was probably why [redacted] Rumor was rampant that the [redacted] were getting paid for both duties at once. "If you had an [redacted] person as [redacted] [redacted] One [redacted] got fired because he complained too vehemently about [redacted]

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(U//FOUO) In January and February 2013, [redacted] was moved from [redacted] to the [redacted] where he worked five or six hours by himself [redacted]. The [redacted] would swap people around and basically have only [redacted] but they were billing as if [redacted] NSA was not getting served as well as it should have been because one person was essentially covering [redacted]

(U//FOUO) [redacted] heard that [redacted] and [redacted] were doing two jobs on one shift and reporting it as two different shifts. He does not have direct knowledge of how they were billing the hours, however. If they are "double dipping," they are taking money from the tax payers, and that is significant.

(U//FOUO) [redacted] Contractor Employee, [redacted] was interviewed on 11 June 2014, and provided the following sworn testimony.

(U//FOUO) [redacted] worked at the UDC as an [redacted] with [redacted] and [redacted] from April 2010 until February 2013. She is currently an [redacted] at the UDC site with [redacted]

(U//FOUO) Several times, [redacted] was working 12-hour shifts as an [redacted] and an [redacted] [redacted] or [redacted] was [redacted] and often [redacted]

<sup>5</sup> (U//FOUO) Individuals [redacted] are responsible for [redacted] to those [redacted]

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the [redacted] were off site, going to lunch or dinner. Other times, she was working the [redacted] and the [redacted] were supposed to be working [redacted] with her. However, they would not cover [redacted] as scheduled, and as a result she was often the only one there. She also remembers seeing schedules that reflected [redacted] and [redacted] were working 75 to 80 hours a week; they were not at the UDC that much. They were apparently "double-dipping," working and getting paid as an [redacted] and an [redacted] at the same time. She would not be surprised if [redacted] and [redacted] were committing time card fraud.

(U//FOUO) [redacted] former Contractor Employee, [redacted] was interviewed on 10 June 2014, and provided the following sworn testimony.

(U//FOUO) [redacted] was an [redacted] with [redacted] and then an [redacted] with [redacted] from October 2010 until February 2013.

(U//FOUO) [redacted] "blew up" at [redacted] and [redacted] another [redacted] about five different times between December 2012 and February 2013. On 6 February 2013, he yelled at them about scheduling. At the time, [redacted] and [redacted] were working from 0500 until 1700 each day because [redacted] was short-handed. [redacted] and [redacted] who was in charge whenever [redacted] was not present, told [redacted] and [redacted] to just work an eight hour [redacted] and that they did not have to actually work their [redacted] hours. They could work from home if they wanted. "Work eight and claim 12. Sometimes, it was work eight and count 16." [redacted] and [redacted] would not do that, feeling it was unethical. When they pointed that out to [redacted], he said the "water is already muddied." Both [redacted] and [redacted] ended up resigning on [redacted]

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(U//FOUO) [redacted] could have been fined \$7000 per day for [redacted] so they were [redacted] on paper so that everything [redacted] An [redacted] could do scheduling from home, and would receive some emails and calls since the UDC is a 24-hour site. [redacted] and [redacted] would just claim their [redacted] hours from work at home: "Just do what me [redacted] and [redacted] do. We just kind of go home." [redacted] said the two would work an [redacted] during the day shift and then leave site and do their [redacted] work, at least on paper, from home. When [redacted] and [redacted] said they would not act similarly, [redacted] said, "Well, that's up to you." [redacted] denied ever falsifying hours in this fashion. She told [redacted] she was glad they quit and did not get involved in what she considers fraud.

(U//FOUO) [redacted] Contractor Employee, [redacted] [redacted] was interviewed on 14 June 2014, and provided the following sworn testimony.

(U//FOUO) Beginning in March 2011, [redacted] worked originally with [redacted] and then [redacted] as an [redacted] and beginning in December 2012, an [redacted] She resigned a few months later.

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(U//FOUO) In meetings, [redacted] used to unprofessionally "go off" on [redacted] about issues [redacted] thought were not worth such treatment. Following one such meeting, [redacted] and [redacted] calmly tried to talk it out with [redacted] with no success. He continued to direct tirades at both ladies but would tell [redacted] later that he was not yelling at her, just [redacted] had allegedly told [redacted] to be hard on the people.

(U//FOUO) Before she became an [redacted] heard the [redacted] were double dipping. They would [redacted] but actually stayed in their [redacted] office. They were also claiming hours from home, saying they were [redacted] etc.

(U//FOUO) There were huge fines [redacted] and there were a limited number of cleared personnel. [redacted] thinks the [redacted] posted schedules so that it appeared they had 24-hour [redacted] coverage. She was worried about her own hours, that the other [redacted] were submitting hours for her that she had not actually worked. She told the other [redacted] that they had to work the hours they said they were working and needed to set a good example for the [redacted]

(U//FOUO) [redacted] and [redacted] told her they could work their eight hours as [redacted] from home. There was not enough work to do for four [redacted] on the day shift. There was a lot of down time. [redacted] cannot imagine that they had to do eight hour shifts at home to cover [redacted] work. They might get a few calls at home, but nothing extensive.

(U//FOUO) The [redacted] were questioning the [redacted] hours on the schedule so much that they ceased emailing the schedule to them. [redacted] suspects [redacted] and [redacted] were engaging in time card fraud. A comment about "don't overlap the [redacted] hours" in the time and attendance reporting system made her very suspicious. They were often putting down 16 hours a day, but were not visible at site for 16-hours a day.

(U//FOUO) Many of the [redacted] are dedicated, well-educated people, who expected that getting a clearance and working with the government was important. [redacted] and others have been disappointed. She resigned because she did not want to be a part of anything illegal or even have people thinking she was involved in claiming hours she did not actually work.

(U//FOUO) [redacted] Contractor Employee, [redacted] was interviewed on 11 June 2014, and provided the following sworn testimony:

(U//FOUO) [redacted] was with [redacted] from June 2012 until [redacted] when he became an [redacted] employee. (b) (6)

(U//FOUO) All of the [redacted] have caused problems with the workforce. None of the three [redacted], [redacted] or [redacted] are good managers. There's always been a fear of retaliation. [redacted] and [redacted] each have felt the wrath of [redacted] but they also are not honest at times with the workforce.

<sup>6</sup> (U//FOUO) Beginning on 1 May 2014, [redacted] sub-contracted [redacted]

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(U//FOUO) From October through December, 2013, [redacted] was short-handed, and the [redacted] would [redacted]. NSA was not getting their money's worth because in essence, the workforce was one person short, even though on paper [redacted] put an email out saying, "I will not [redacted] because we get fined \$7K a day for that." [redacted] thinks [redacted] and [redacted] covered themselves, [redacted] at least on paper, because [redacted] pressured them not to have [redacted].

(U//FOUO) [redacted] Contractor Employee, [redacted] was interviewed on 12 June 2014, and again via phone on 18 June 2014, and provided the following sworn testimony.

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(U//FOUO) [redacted] was hired in October 2013 as an [redacted].

(U//FOUO) There was a point in time when there were not enough people to [redacted] [redacted] was asked to work [redacted] during the day and then work her required 40 hours per week as an [redacted] in the evening. Though she was able to conduct scheduling at home, she was concerned that there was not enough [redacted] work to perform at night. [redacted] told her not to worry about it, to log all her calls and make sure she got as much work in as she could. "It was either that or [redacted]. She knew what they were doing was wrong, but went along with it initially for a brief period because it was clear the other [redacted] thought it was okay. She purposely only does four hours of OT on site now so that there is no chance for impropriety.

(U//FOUO) There were never any questions raised from [redacted] or anyone else about whether people were working the [redacted] at home as reported. [redacted] basically told the [redacted] to "cover your ass", meaning keeping logs of their hours, etc. Nobody directly authorized the work from home. It was a matter of [redacted] a "don't ask, don't tell" type of situation. [redacted] was concerned about being paid for hours she did not work, so she stopped working at home almost immediately.

(U//FOUO) [redacted] did not falsify any hours, but [redacted] probably did, particularly when he was claiming to work 16-hour days.

(U//FOUO) [redacted] Contractor Employee, [redacted] was interviewed on 12 June 2014, and provided the following sworn testimony.

(U//FOUO) [redacted] became an [redacted] in February 2013, after working as an [redacted] for [redacted] and [redacted].

(U//FOUO) At one point, the [redacted] were [redacted] in addition to their [redacted] work, but they were only being paid for one of the positions. [redacted] were flexible and allowed the [redacted] to conduct [redacted] work on the same shift. She has worked every hour that she ever billed to [redacted]. The [redacted] do not understand how the [redacted] are [redacted] and erroneously think that the [redacted] are double dipping.

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(U//FOUO) [redacted] denies the [redacted] were claiming hours they did not work. [redacted] told [redacted] to go ahead and bill for hours at times based on putting in extra hours at other times. She has never done so, though she acknowledged it is something she could have done. She does not think it is right morally: "I have never charged for anything that I have not worked."

(U//FOUO) [redacted] Contractor Employee, [redacted] was telephonically interviewed on 25 June 2014, and provided the following sworn testimony.

(U//FOUO) [redacted] has complained to [redacted] whom she has the utmost respect for, about the [redacted] signing up for [redacted] in addition to their 40 hours [redacted] time, and then not [redacted]. At times, the [redacted] have been scheduled for 80 hours for the week. [redacted] thinks the practice is unethical. [redacted] told her she did not understand how the [redacted] scheduling worked, but did not explain it to her. He has been getting considerable pressure from [redacted] Headquarters to [redacted].

(U//FOUO) [redacted] Contractor Employee, Senior [redacted] was interviewed telephonically on 15 July 2014, and provided the following sworn testimony.

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(U//FOUO) [redacted] has been an [redacted] or Senior [redacted] at the UDC since 22 June 2012.

(U//FOUO) In early 2013, not long before [redacted] left, [redacted] would put himself on the schedule for 80 hours a week, but there was never an [redacted] before 0500 or after 1500; that, and the fact [redacted] was not working weekends, makes it impossible for an [redacted] to work 80 hours in a week. [redacted] would work eight hours a day and then go home more than one day a week. [redacted] the [redacted] was probably aware of the practice.

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(U//FOUO) At times, [redacted] would sign himself up for [redacted] and then remain in the [redacted] office. As a result, the [redacted] who had to [redacted]. The government was not getting its monies' worth.

(U//FOUO) [redacted] Program Manager, [redacted] was interviewed on 11 August 2014, and provided the following sworn testimony.

(U//FOUO) [redacted] has been the Program Manager (PM) for the [redacted] at the UDC since the company took over from [redacted]. He travels to the UDC once a quarter, consistent with his PM duties.

(U//FOUO) [redacted] who recently left the company, was a rough supervisor and had to adjust to managing civilians. [redacted] told [redacted] to be firm but fair, but he was a bit abrupt. [redacted] had to counsel him.

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(U//FOUO) The [redacted] are not authorized to work at home: "None of us are allowed to work at home...not one time did we say, you can go home and do the schedule." At least one [redacted] was performing an excessive amount of overtime for a while. "I am not going to sit here and say the [redacted] were completely honest, I don't know...My sense is that... [redacted] maybe could have done that (claimed hours that he did not work)...would I put my reputation on it? No." There was incentive to [redacted] so that the company would not get fined. The assertion that the [redacted] were getting numerous calls at home is probably not accurate: "The only time you call the [redacted] is when [redacted]...people did not want to talk to them, why would they call them? That's their [redacted] interpretation."

(U//FOUO) [redacted] is not sure about [redacted] integrity, and [redacted] integrity is questionable as well. [redacted] is not sure if [redacted] or [redacted] were engaging in time card fraud. "I'd like to believe it wasn't [happening], but I can't say that they did not do it."

(U//FOUO) [redacted] stopped the [redacted] overtime because it was getting excessive and was eating into profit. He had also heard the repeated concerns about whether the [redacted] were performing the hours. When asked whether the [redacted] were playing games to [redacted] [redacted] said, "I don't know."<sup>7</sup>

(U//FOUO) [redacted] UDC, was interviewed on 13 August 2014 and provided the following sworn testimony:

(U//FOUO) [redacted] was at the UDC from June 2011 until June 2014.

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(b) (6)

(U//FOUO) There were times when all the [redacted] left site at once, for lunch or something else.

(U//FOUO) [redacted] did not keep track of the [redacted] whereabouts or what hours they were billing. [redacted] used to complain that he did not have sufficient personnel to [redacted] [redacted] and [redacted] would tell him to [redacted] if necessary. [redacted] would not do so, saying he would get fired. Given their manpower shortage, it is possible the [redacted] were claiming more hours on paper than they were actually working.

(U//FOUO) [redacted] would not be surprised if [redacted] who was having financial struggles, was committing time card fraud. To a lesser degree, it is possible [redacted] was claiming hours he did not work either.

(U//FOUO) [redacted] was interviewed on 12 June 2014, and provided the following sworn testimony.

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<sup>7</sup> (U//FOUO) On 13 March 2015, [redacted] Senior Vice President and Corporate Counsel for [redacted] telephonically contacted the OIG to report that [redacted] has been terminated from his position. The termination was based on his performance, specifically his inadequate handling of staffing issues, lack of follow through, and poor oversight of the [redacted] workforce. [redacted] said [redacted] often "turned a blind eye" when problems were reported to him.

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(U//FOUO) [redacted] has been at the UDC since 2010, first as an [redacted] as an [redacted] with [redacted] and then as an [redacted] with [redacted].

(U//FOUO) [redacted] are contractually required to work eight hours per day as an [redacted]. Since the [redacted] did not like the two other [redacted] and [redacted] received phone calls frequently, from all three shifts. He was working 40 hours a week and on the phone 40 to 50 hours a week as well. [redacted] said they could not legally compensate themselves for the work at home; the guidance from [redacted] on this issue has been inconsistent. [redacted] were recording hours at home and it was deemed okay until recently. [redacted] debated putting [redacted] on three shifts so that the phone calls would be lessened, but that was a "non-starter" because they only had three [redacted] at the time, and one of them, [redacted] was a [redacted].

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(b) (4)

(U//FOUO) [redacted] for breaks, and help the [redacted]. Generally, when [redacted] it was the [redacted].

(U//FOUO) [redacted] remembers [redacted] saying the "waters were muddied" in a meeting with the [redacted] and thinks that pertained to putting down more hours than the [redacted] actually worked. [redacted] former [redacted] had a problem with it, ethically, and ended up quitting. [redacted] quit the same day.

(U//FOUO) [redacted] had been severely understaffed for a long time. [redacted] admitted to [redacted] and the [redacted] at the same time, but was only billing the company for eight hours of work. He was basically doing two jobs and being paid for one. When [redacted] came on board as an [redacted] he told the other [redacted] they should not work overtime any longer. [redacted] does not want to work the hours he was working at site any more.

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(b) (6)

(U//FOUO) There have been times, maybe five or so, when [redacted] has worked hours that he has not billed for, instead putting the hours in other people's names. The [redacted] could not make their shifts due to illness, so [redacted] covered for them and let them have the money for it. He has done so for at least three [redacted]. He knew they did not have the leave and needed the money. He figured he was not doing anything wrong because [redacted]. He also felt the employees should not be penalized because they had probably become sick due to working so many hours. "I do not remember billing for something I have not worked."

(U//FOUO) [redacted] was interviewed for a second time on 13 November 2014, and provided the following sworn testimony.

(U//FOUO) [redacted] who is "mean and negative," has given [redacted] direction to move people around on the schedule out of spite. [redacted] told [redacted] when he was hired to keep [redacted] in check. The reason [redacted] is understaffed is because of [redacted]. [redacted] has hundreds of emails that are evidence people were leaving because of [redacted]. He has not been ethical, does not like people, and acts unprofessionally,

(b) (6)

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(U//FOUO) [redacted] knows there were hours that he did not work, that [redacted] billed for me." For a two-month period at some point, he changed and was acting a lot like [redacted] his supervisor at the time. "I'm sure there were hours that were billed for that I did not actually work at that point...." He was billing for 80 hours per week, but not working all 80; he was typically working about 60 of the 80 billed hours. He was trying to keep his job and get his bills paid. He blames [redacted] for billing the hours that he did not actually work, though admits he signed the time sheets. "I'm not perfect...I signed the time sheets...Did I look over the time sheets as closely as I should have? No. And that's part of the reason that I can't tell you how many hours I may have not worked that I billed for...."

(U//FOUO) [redacted] knowingly and willingly forced me into it...I was wrong to sign the time sheets. [redacted] ruled with an iron fist. I totally put it on him...I kept my job by doing what [redacted] told me...I felt like I would lose my job if I didn't do what he said."

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(b) (4)

(U//FOUO) I take responsibility for not standing up to [redacted]. I signed the time sheets. I should have looked at them more closely. I can't tell you where I was when I did not sign into [redacted]. I feel like I was there. I was here 16 hours...."

(U//FOUO) [redacted] [redacted] [redacted] was interviewed on 12 June 2014, and provided the following sworn testimony:

(U//FOUO) [redacted] was surprised by the allegations of labor mischarging and mismanagement.

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(b) (6)

(U//FOUO) His initial assessment when starting with [redacted] was that there was disarray here. People did not like the transition from [redacted] to [redacted] and many were unhappy or leaving.

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(U//FOUO) [redacted] told [redacted] to "be meaner" when he first arrived. Everything was "all over the place" and there was no real leadership. [redacted] felt he needed to apply the rules and instill some order. However, at one point, he was told by [redacted] to stop writing people up, primarily because of the manning issues. It was too hard to replace the people, so sometimes as a manager, he could not actually "do the right thing."

(U//FOUO) Utah is an island in terms of the [redacted] lack of support. He is disheartened and frustrated. He was sending reports of observations regarding violations and did not get any interest from [redacted] has visited a few times but mostly the attitude is "don't bother me, just handle it." The training they have received is not sufficient and there are no specifications in the NSA PWS (Appendix B).

(U//FOUO) There are not enough employees and the schedule is hard to manage. [redacted] denied [redacted] through a shell game. [redacted] [former COR] gave them approval to [redacted] meaning the [redacted] could sign in [redacted] along with their [redacted] duties, essentially covering two positions at once.



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(U//FOUO) [redacted] denied telling people to put down 12 hours for eight worked. He did allow people to put in hours for phone calls taken at home. He said his time card has always matched the hours he committed to the government: "We did work some hours at home." He told the [redacted] that if they were doing work at home, to make sure they were recording the hours worked. Early in his tenure, he asked [redacted] about how they were supposed to claim the hours when they were taking phone calls at home. Eventually, Department of Labor gave [redacted], [redacted] and [redacted] back pay for a percentage of the hours they worked at home. "Never did I tell them to forge or misrepresent their time sheet... This is your time sheet. This is a document that you say is true and accurate. You are an adult. If you have a problem with that time sheet, it is on you." He denied that former [redacted] left because of questionable practices with documenting the hours, saying she left over a dispute regarding working graveyard shifts.

(U//FOUO) At one point, he discussed the work at home to support the contract with [redacted] and [redacted] from [redacted] and they told him: "You guys don't need to be doing that anymore." He never told [redacted] to put down hours she did not work.

(b) (3)-P.L. 86-36

(U//FOUO) [redacted] is disappointed at the lack of support they have received from [redacted] corporate leadership from day one. When he brought this issue to [redacted], he received lip service. They are still short of people. The situation [redacted] was put in was "almost doomed to fail... the contract says there will be a Program Manager at Hawaii or Utah... To save some money, they have... a [redacted] here instead..."

(b) (3)-P.L. 86-36  
(b) (4)

(U//FOUO) [redacted] who resigned from [redacted] in July 2014 and became the General Manager for [redacted] was interviewed for a second time on 13 November 2014, and provided the following sworn testimony.

(b) (6)

(U//FOUO) The threat of [redacted] was emphasized by [redacted] management. The guidance was to "work it out", despite being under manned. Accordingly, [redacted] felt that even though they were short-staffed, they had to [redacted] period. He thought it was implied that he would lose his job if [redacted]

(U//FOUO) To help make sure [redacted] on a given day, he would schedule an [redacted] typically himself or [redacted], to work eight hours as an [redacted] and eight hours as an [redacted] on a given day. For instance, the [redacted] would be scheduled to work an [redacted] from 0500-1300 hours. The same [redacted] would then be scheduled for [redacted] duty from 1300 to 2100 hours. On some days, the [redacted] would leave the work site after covering the [redacted] or within a few hours after the [redacted] shift ended. The [redacted] would then bill for 16 hours for the day on the time sheet, documenting work as an [redacted] from 0500-1300 hours, as an [redacted] and 1300-2100 hours as an [redacted]. [redacted] notified [redacted] about what they were doing, asking if there was an issue with it, but did not get a response. [redacted] personally did this for about four to six months, two to three times per week, from January 2013 until October 2013. "It was a last resort, rather than getting fined." He estimates that if he claimed 80 hours worked in a given

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week on his time sheet, he probably actually worked 50 to 60 of the hours.<sup>8</sup> He felt he would lose his job if [redacted].

(U//~~FOUO~~) At one point, [redacted] another [redacted] was giving each [redacted] two hours of overtime on a daily basis; [redacted] corporate became aware of the practice and told [redacted] to cease [redacted] overtime.

(U//~~FOUO~~) All the [redacted] were adults; [redacted] did not micro manage them and did not typically review or challenge their time sheets. He told them they were all adults and were each responsible for tracking their time and attendance. He "more or less looked the other way," trusting [redacted] or [redacted] to handle the schedule and input hours. He knows he should have been more active in managing them, and reviewing their time sheets and the schedule.

(U//~~FOUO~~) [redacted] is remorseful for his actions. Even though [redacted] treated Utah like an island, and was not getting any support, he should have handled things differently: "Maybe a little more courage and resolve from my standpoint would have prevented a lot of stuff...that is something I struggle with every day...I am just sorry that the whole thing happened the way it happened...as a military person for 22 years that has been in tough spots, I should have handled it differently...." He takes responsibility for what he did there. His health has suffered from the stress associated with the job at the UDC.

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(b) (3) - P.L. 86-36  
(b) (6)

### (U) Analysis and Conclusions

(U//~~FOUO~~) 31 U.S.C. § 3802 prohibits any person from making, presenting, or submitting a false fictitious or fraudulent claim. Under applicable legal standards, a person "knowingly" makes a false statement whenever he or she acts with knowledge of its falsity or acts with reckless disregard of whether the statement is true. [redacted] knowingly made a false claim by falsifying the hours he worked while on an NSA contract.

(U//~~FOUO~~) Five [redacted] told the OIG of suspicions that the [redacted] including [redacted] were not working the hours they were claiming to work. The [redacted] said they would often work extended periods [redacted] since [redacted] and other [redacted] frequently assigned themselves to the [redacted] but then did not actually carry out the duties of [redacted] specifically, providing [redacted] Witnesses told the OIG that [redacted] and the other [redacted] were only [redacted] "on paper."

<sup>8</sup> (U//~~FOUO~~) If he claimed 80 hours in one week, 40 of those would be overtime. If he only actually worked 60 hours, 20 of the worked hours would be overtime. Therefore, conservatively, this means he worked 50% of his claimed overtime hours during this period.

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(U//FOUO) Additionally, each of the [redacted] interviewed – [redacted] and [redacted] – testified that [redacted] allowed, and even directly encouraged them, to claim more hours than actually worked, in order to ensure the various [redacted] at least on paper. One former [redacted] testified to the OIG that [redacted] and [redacted] specifically told her that she did not have to actually work the hours she claimed. The witness said they told her that on a given day, she could work eight hours but claim twelve or sixteen.

(U//FOUO) In an initial interview with the OIG, [redacted] denied personally claiming more hours than he worked or encouraging the [redacted] to act similarly. In his second interview with the OIG, [redacted] testified that both he and [redacted] did not work the hours they claimed.

[redacted] felt pressured to fill the [redacted] despite manpower shortages, and made sure [redacted] always appeared on paper to be [redacted] while in reality they were not. [redacted] testified that in addition to allowing his [redacted] subordinates to claim more hours than worked, he personally did so for about four to six months, two to three times per week, from January 2013 until October 2013, to avoid the consequences of [redacted]. "It was a last resort, rather than getting fined." He estimated that if he claimed 80 hours worked in a given week on his time sheet, he probably worked 50 to 60 of the hours claimed. He felt he would lose his job if he [redacted]

(U//FOUO) [redacted] was so concerned with ensuring [redacted] appeared to be [redacted] on paper that he intentionally and falsely claimed hours he did not actually work. Further, he allowed and, according to witness testimony, even encouraged the [redacted] that worked for him to also claim hours they did not actually work.

(U//FOUO) Additionally, page seven of the [redacted] handbook (Appendix G), that [redacted] received and agreed to follow, states that "Employees are responsible for filling out their time sheets on a daily basis and accurately recording their time for all hours worked. Employees are responsible for filling out their timesheets accurately, including labor classifications for work performed, hours worked per day, and pay type... It is the responsibility of the employee to ensure that any overtime hours... are recorded accurately..." Each time [redacted] signed his time sheet, he was signing under the statement: "I certify this is a complete and accurate statement," even though the hours were not complete or accurate. Therefore, [redacted] deliberately reported false labor hours on his timesheets on multiple occasions.

(U//FOUO) Absent the lack of access control records at the UDC, and given [redacted] could not recall specifically what hours he submitted on timesheets that he did not actually work, it was not possible to determine the exact number of his hours that were falsely claimed and charged to the government.<sup>9</sup> Thus, the OIG relied on [redacted] sworn testimony to estimate the number of hours he submitted timesheets for but did not work. During the period 1 March 2013 through 25 July 2013, [redacted] submitted timesheets indicating he worked a total of 374.50

<sup>9</sup> (U//FOUO) The OIG typically reviews access control records that record when affiliates enter or exit government work spaces. However, the UDC did not install access control terminals until February 2014, subsequent to the period in question. Thus, the OIG principally relied on testimony in determining whether [redacted] falsely claimed hours he did not actually work.

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(b) (6)

overtime hours as a [redacted] 214.50 hours as an [redacted] and six hours as an [redacted] (Appendix F). Given his sworn testimony, he likely worked, at most, approximately 50% of those overtime hours, and falsely claimed the other 50%. Using this method, the hours he claimed but did not actually work can be summarized as follows:

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Role	OT Hrs Claimed	OT Hrs Not Worked (Hrs claimed * .5)	Rate per Hour	Total Amount (OT Hrs Not Worked * Rate per Hour)
[redacted]	374.5	187.25	\$32.00	\$5992.00
[redacted]	214.5	107.25	\$35.12	\$3766.62
[redacted]	6	3	\$35.63	\$106.89
Total	595	297.5		\$9865.91 <sup>10</sup>

(U//FOUO) [redacted] claimed to be remorseful for his actions and testified that despite his feelings that he was not being supported by [redacted] management, he should have handled things differently.

(U//FOUO) The preponderance of the evidence supports the conclusion that from 1 March 2013 through 25 July 2013, [redacted] knowingly claimed overtime hours on an NSA contract that he did not actually perform. The OIG estimates that he wrongfully claimed 297.50 hours' worth, approximately \$9866. His actions violated 31 U.S.C. § 3802, and likely caused [redacted] to violate FAR 31.201-2, thereby reducing allowable costs and payments under FAR 52.216-7.

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<sup>10</sup> (U//FOUO) [redacted] actually claimed a total of 906.5 hours of overtime between the pay periods ending 24 January 2013 and 31 October 2013. However, since he testified that he claimed more hours than he worked for a four to six month period in 2013, without specifying dates, the OIG conservatively considered the overtime hours he worked for the middle five month period, between 1 March 2013 through 25 July 2013.

#### IV. (U) RESPONSE TO TENTATIVE CONCLUSION

(U//~~FOUO~~) On 17 March 2016, in an emailed letter, [redacted] responded to the tentative conclusion reached in the investigation. [redacted] response stated: "After reading the finding of the investigation, I don't fully agree with some of the accounts of the witnesses statements, but I do however, freely [agree] to the finding with regards to claiming hours I didn't work to avoid the consequences of [redacted]." In the response, [redacted] said his actions, which he regrets, were affected by concern that he would lose his job if [redacted] [redacted] did not offer any new information that required additional investigative activity. Accordingly, the tentative conclusion becomes final. [redacted] response is at Appendix H.

[redacted]  
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[redacted]  
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### V. (U) CONCLUSION

(U//~~FOUO~~) The preponderance of the evidence supports the conclusion that from 1 March 2013 through 25 July 2013, [redacted] knowingly claimed overtime hours on an NSA contract that he did not actually perform. The OIG estimates that he wrongfully claimed 297.50 hours' worth, approximately \$9866. His actions violated 31 U.S.C. § 3802, and likely caused [redacted] to violate FAR 31.201-2, thereby reducing allowable costs and payments under FAR 52.216-7.

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## VI. DISTRIBUTION OF RESULTS


(U//~~FOUO~~) A summary of this report of investigation will be provided to:

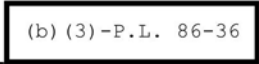
A. Q242, ADS&CI, Special Actions, for information.

B. B3P, Maryland Procurement Office, Contract Administration and Policy Office, to recover the funds due to the government.

Concurred by:

  
Investigator

  
Assistant Inspector General  
for  
Investigations

  
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## **APPENDIX A**

### **(U) Applicable Authorities**

*Personnel Privileged Information*  
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**(U) 31 U.S.C. § 3802 – False Claims and Statements; liability**

(a)(1) Any person who makes, presents, or submits, or causes to be made, presented, or submitted, a claim that the person knows or has reason to know—

- (A) is false, fictitious, or fraudulent;
- (B) includes or is supported by any written statement which asserts a material fact which is false, fictitious, or fraudulent;
- (C) includes or is supported by any written statement that—
  - (i) omits a material fact;
  - (ii) is false, fictitious, or fraudulent as a result of such omission; and
  - (iii) is a statement in which the person making, presenting, or submitting such statement has a duty to include such material fact; or
- (D) is payment for the provision of property or services which the person has not provided as claimed,

Shall be subject to, in addition to any other remedy that may be prescribed by law, a civil penalty of not more than \$5,000 for each such claim. Except as provided in paragraph (3) of this subsection, such person shall also be subject to an assessment, in lieu of damages sustained by the United States because of such claim, of not more than twice the amount of such claim, or the portion of such claim, which is determined under this chapter to be in violation of the preceding sentence.

(2) Any person who makes, presents, or submits, or causes to be made, presented, or submitted, a written statement that –

- (A) the person knows or has reason to know—
  - (i) asserts a material fact which is false, fictitious, or fraudulent; or
  - (ii) (I) omits a material fact; and
  - (II) is false, fictitious, or fraudulent as a result of such omission;
- (B) in the case of a statement described in clause (ii) of subparagraph (A), is a statement in which the person making, presenting, or submitting such statement had a duty to include such material fact; and
- (C) contains or is accompanied by an express certification or affirmation of the truthfulness and accuracy of the contents of the statement,

Shall be subject to, in addition to any other remedy that may be prescribed by law, a civil penalty of not more than \$5,000 for each such statement.

**(U) Federal Acquisition Regulation 31.201-2 Determining Allowability:**

(a) A cost is allowable only when the costs complies with all of the following requirements: (1) Reasonableness. (2) Allocability. (3) Standards promulgated by the CAS Board, if applicable; otherwise generally accepted accounting principles and practice appropriate to the circumstances. (4) Terms of the contract. (5) Any limitations set forth in this subpart.

(d) A contractor is responsible for accounting for costs appropriately and for maintaining records, including supporting documentation, adequate to demonstrate that costs claimed have been incurred, are allocable to the contract, and comply with applicable cost principles in this subpart and agency supplements.

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**(U) Federal Acquisition Regulation 52.216-7 Allowable Cost and Payment**

(a) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract.

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**APPENDIX B**

(U)



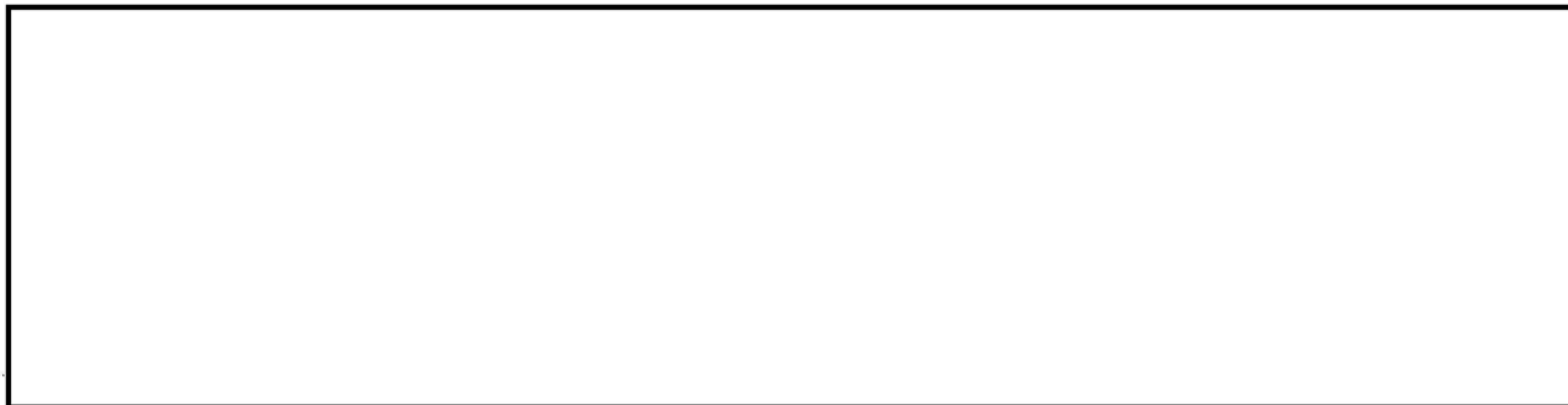
Performance Work Statement (PWS)

Dated 27 May 2011

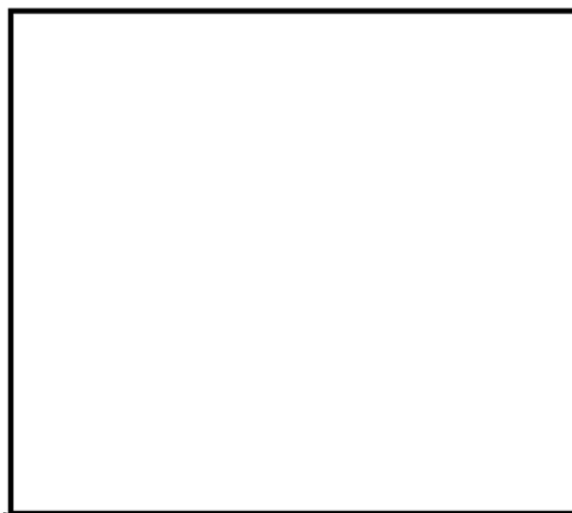
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# Performance Work Statement (PWS)



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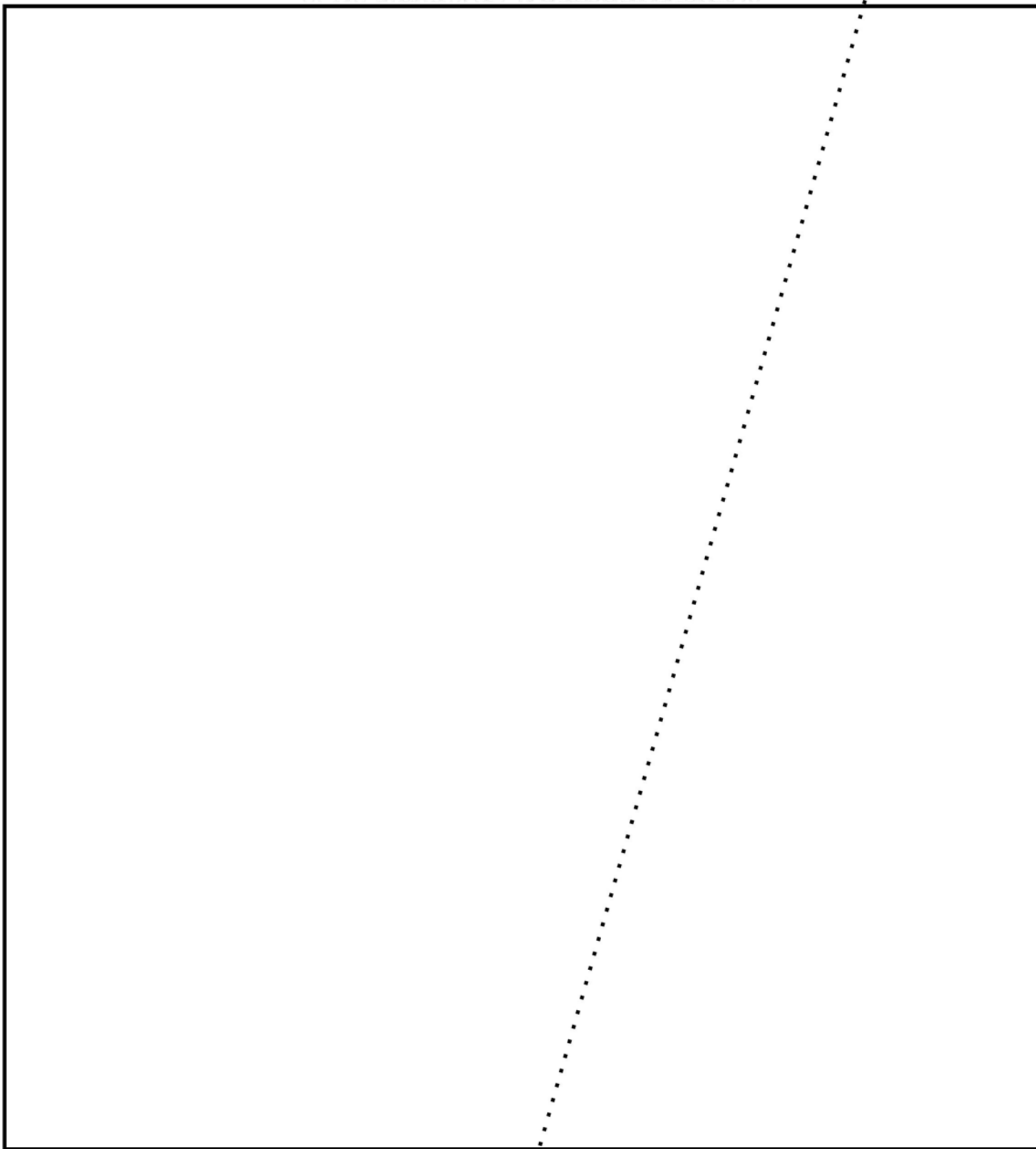


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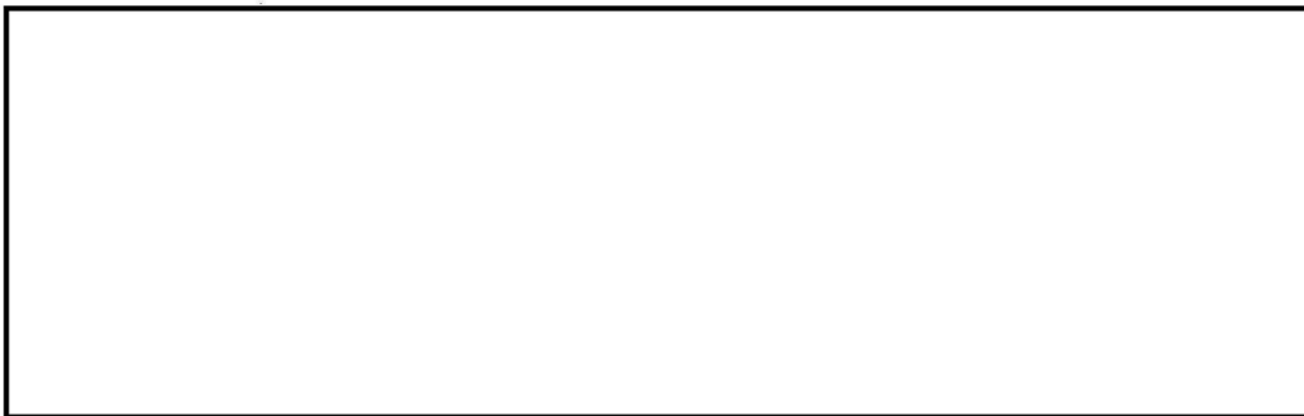
### PERFORMANCE WORK STATEMENT



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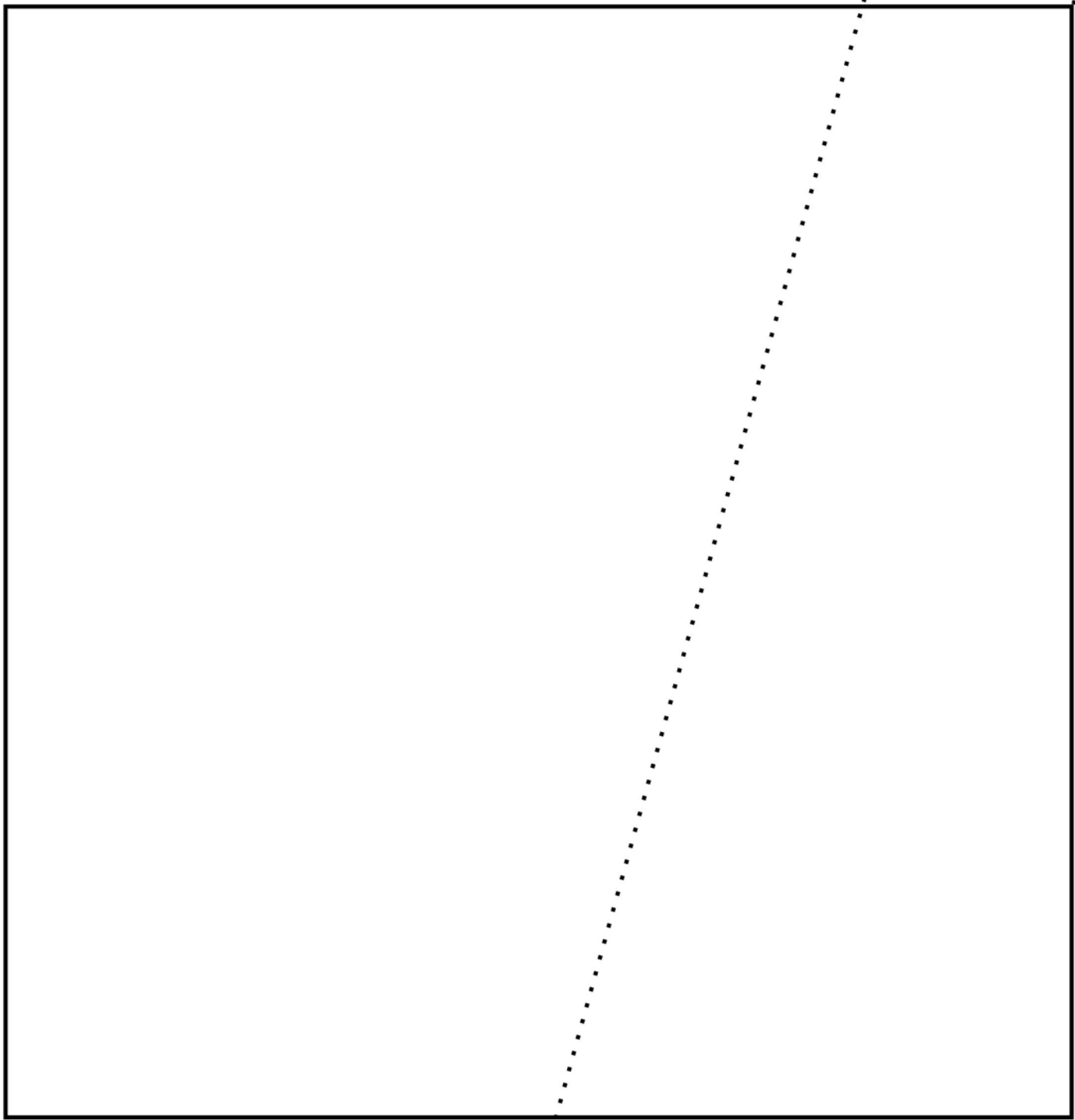
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**PERFORMANCE WORK STATEMENT**

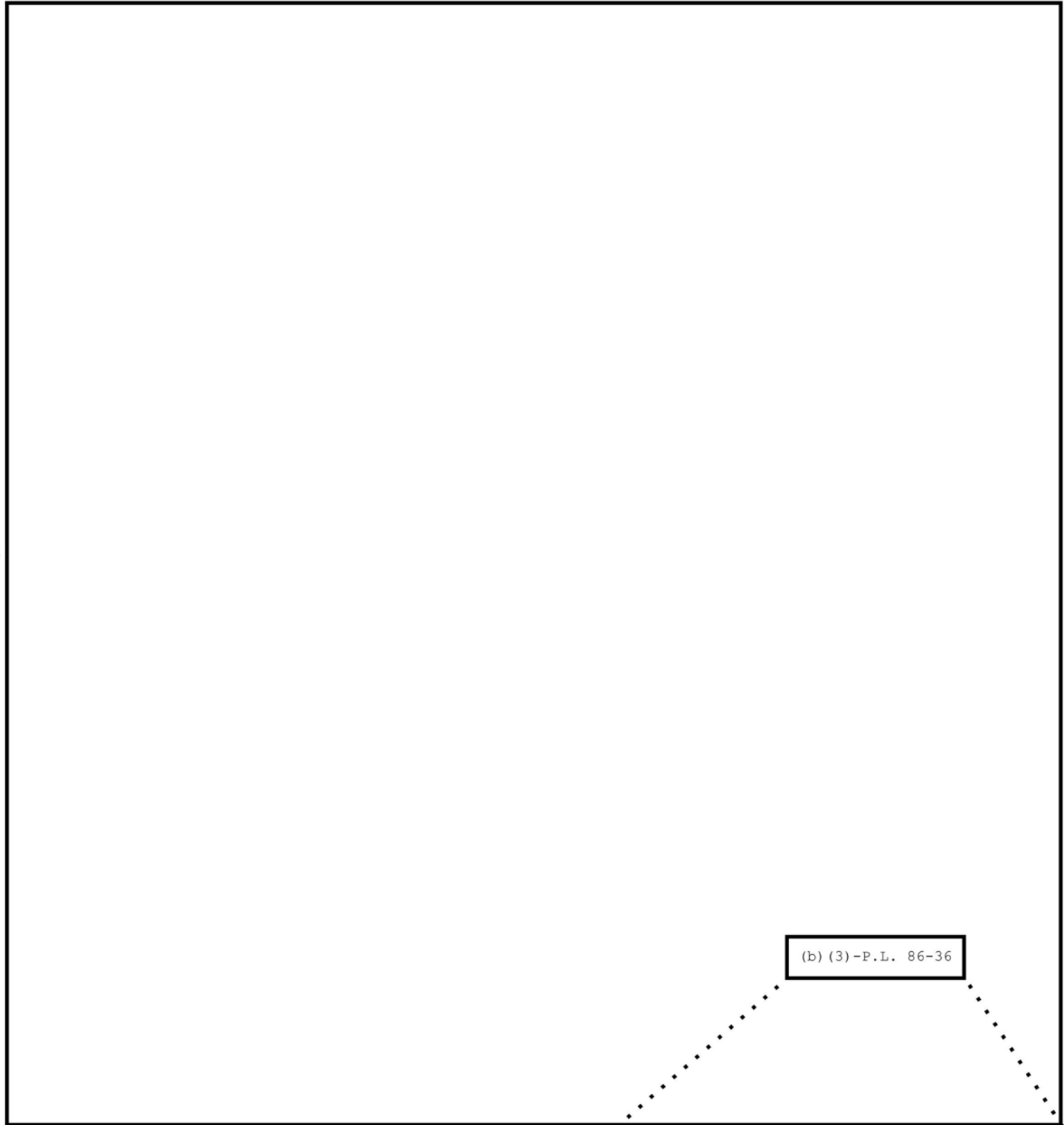
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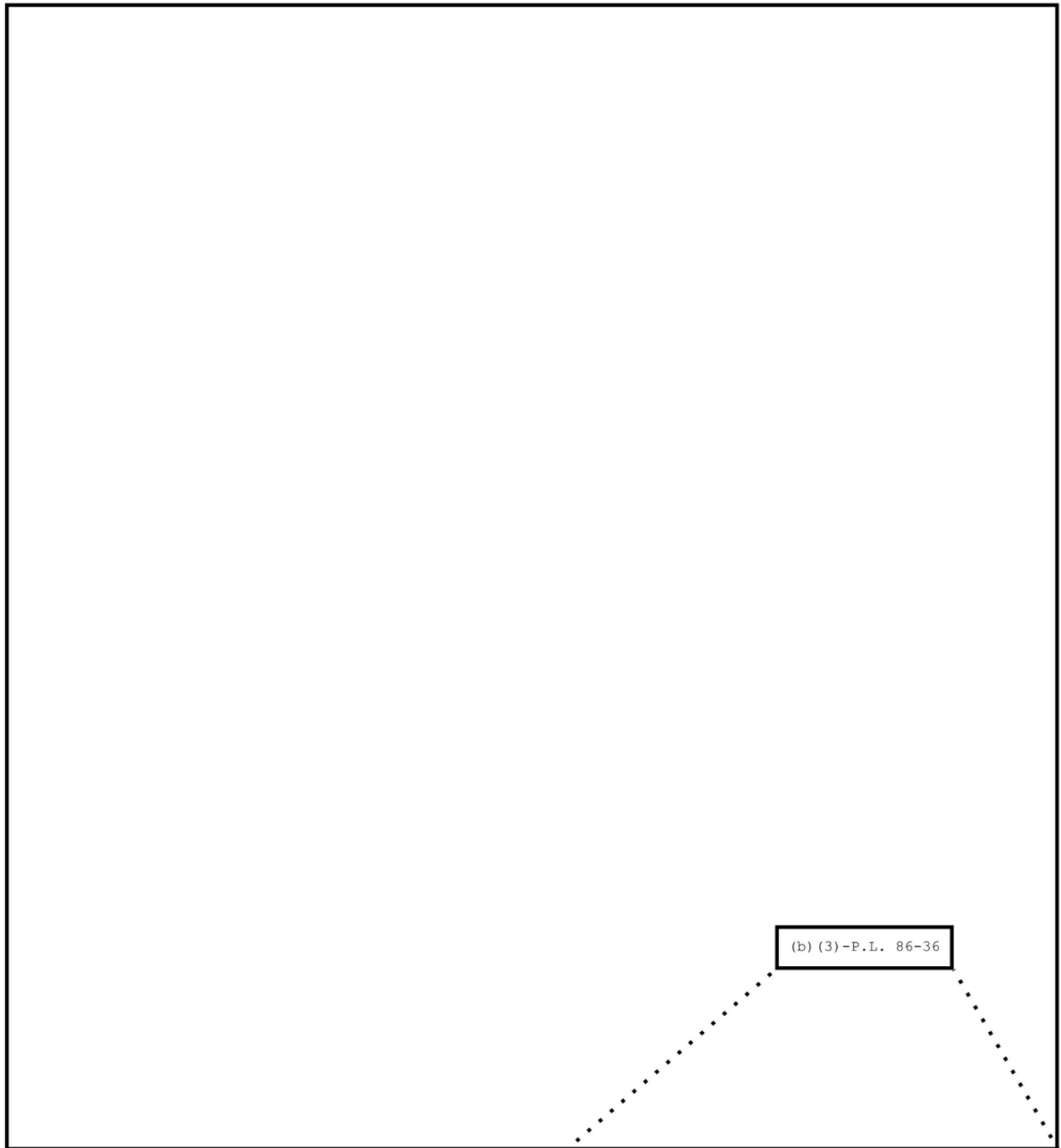
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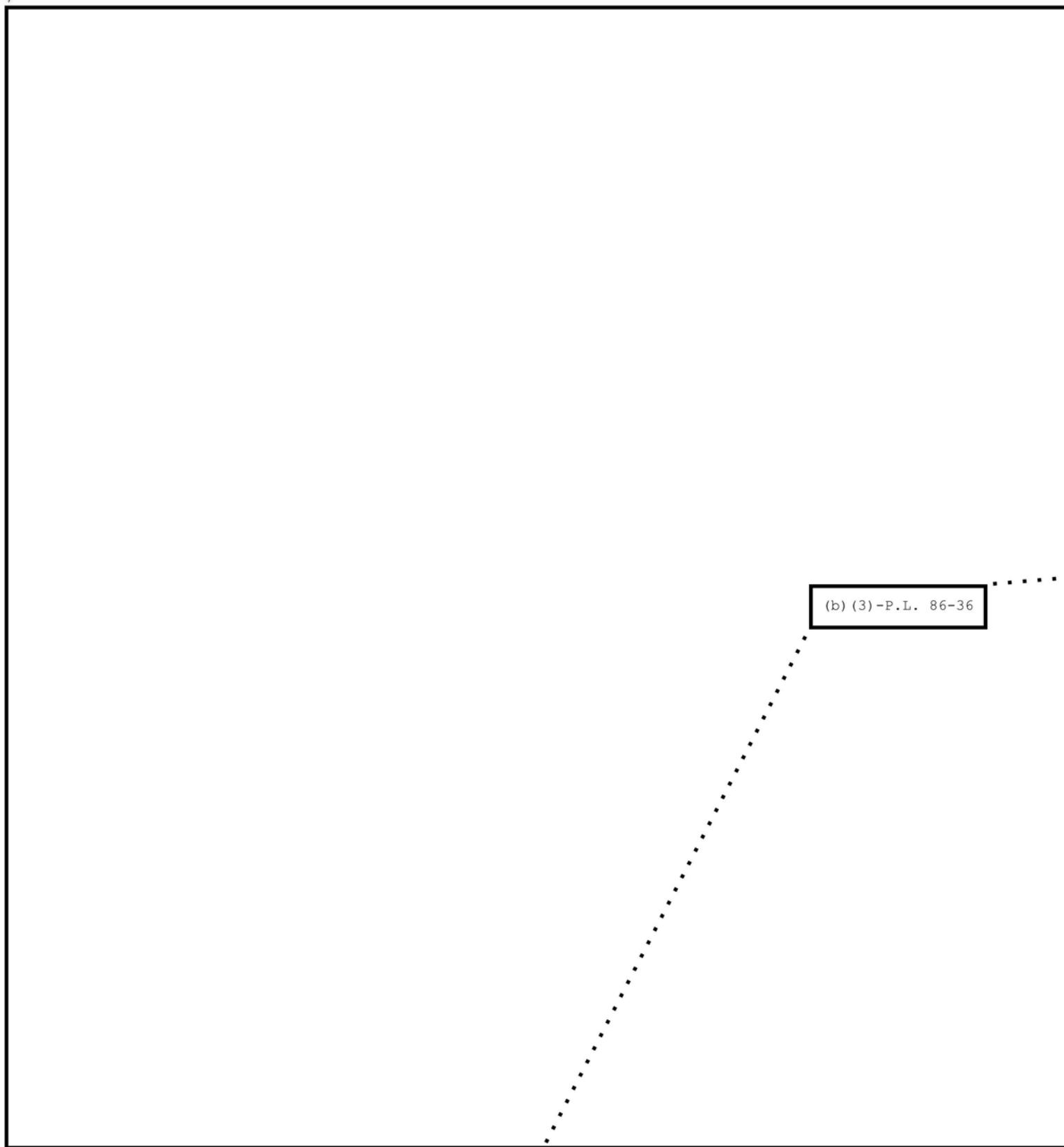


(b) (3) - P.L. 86-36

3  
[ ] PWS

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~



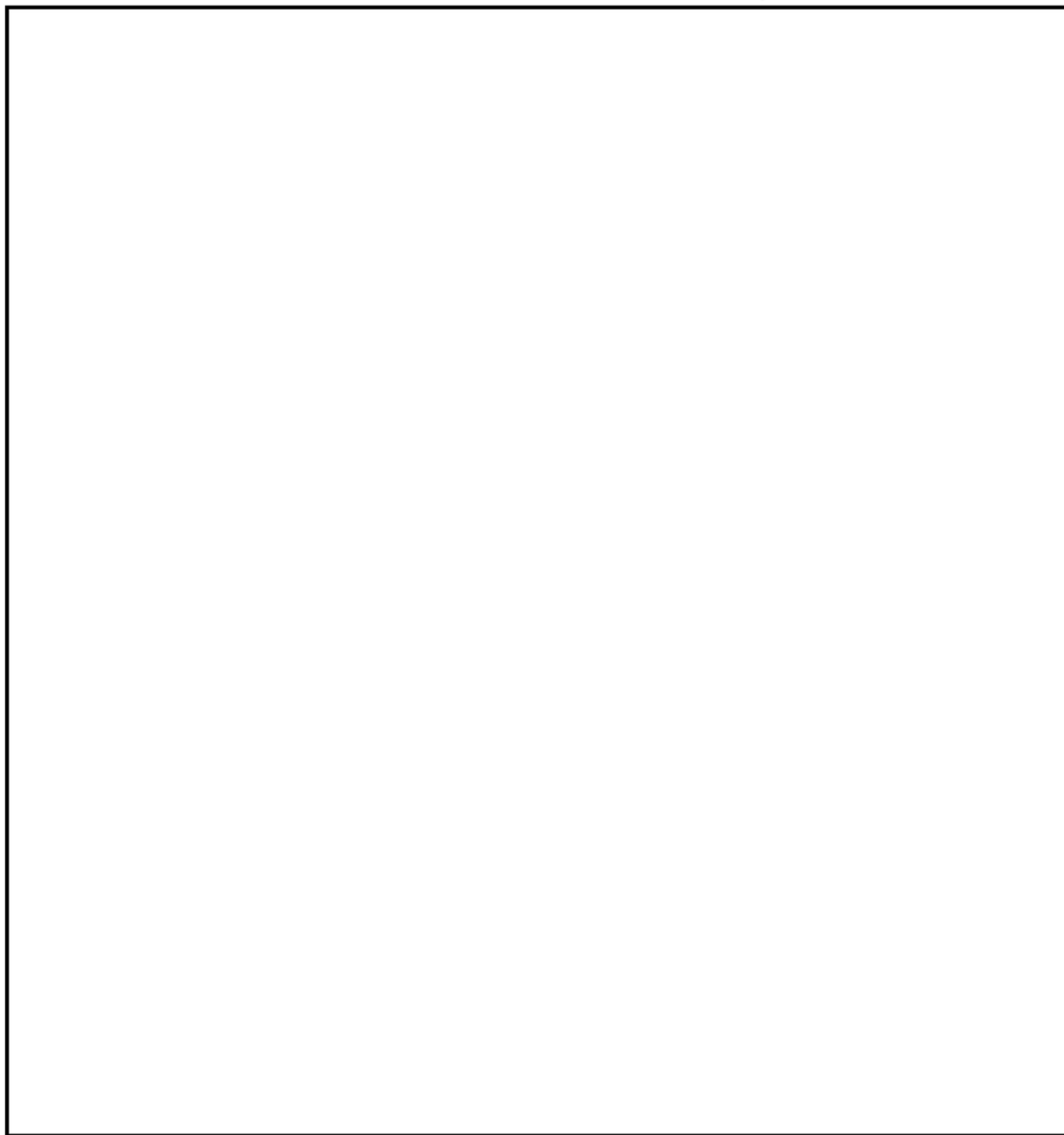
(b) (3) - P.L. 86-36

4

PWS

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~



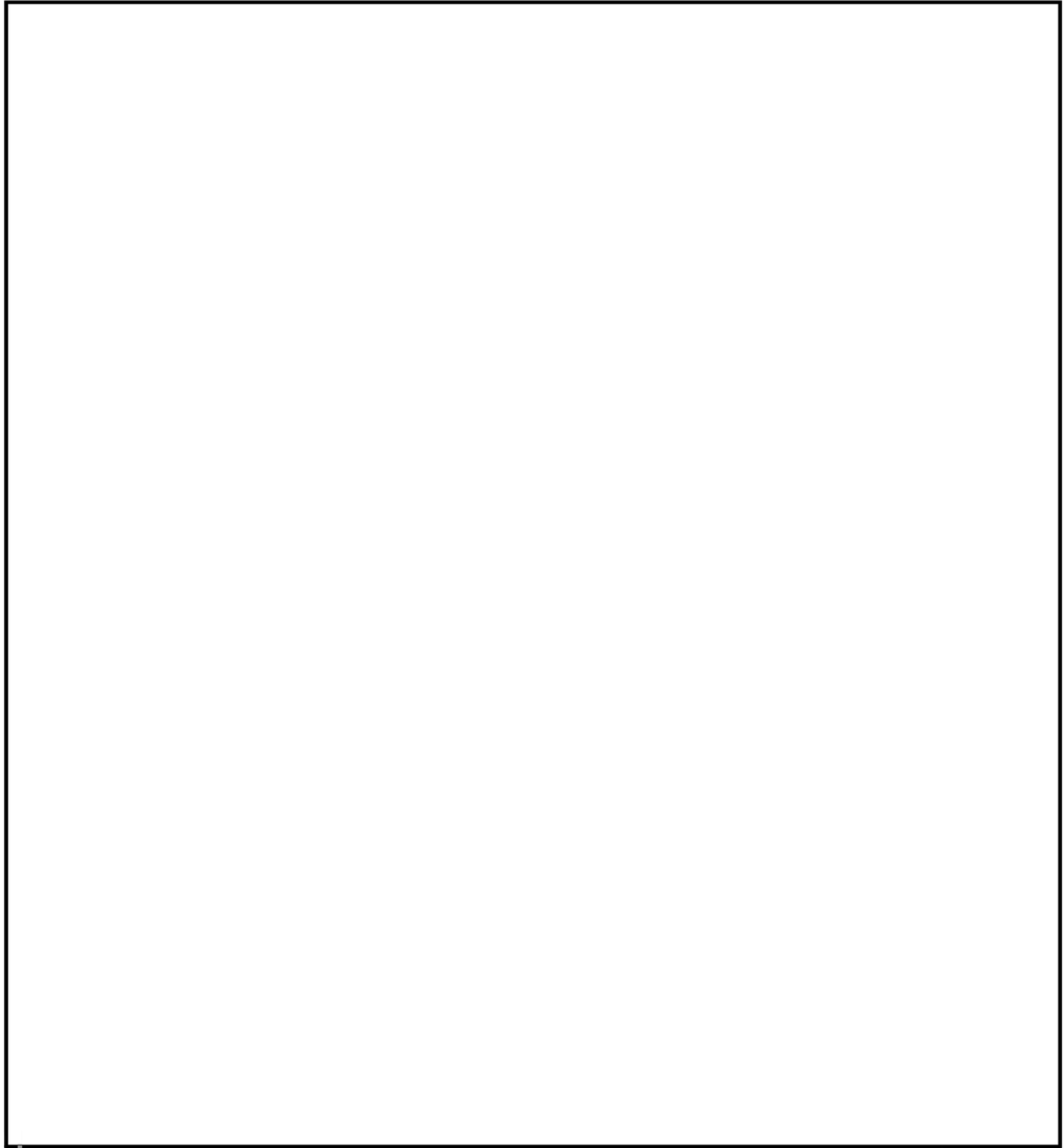
5

PWS

(b) (3) - P.L. 86-36

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~



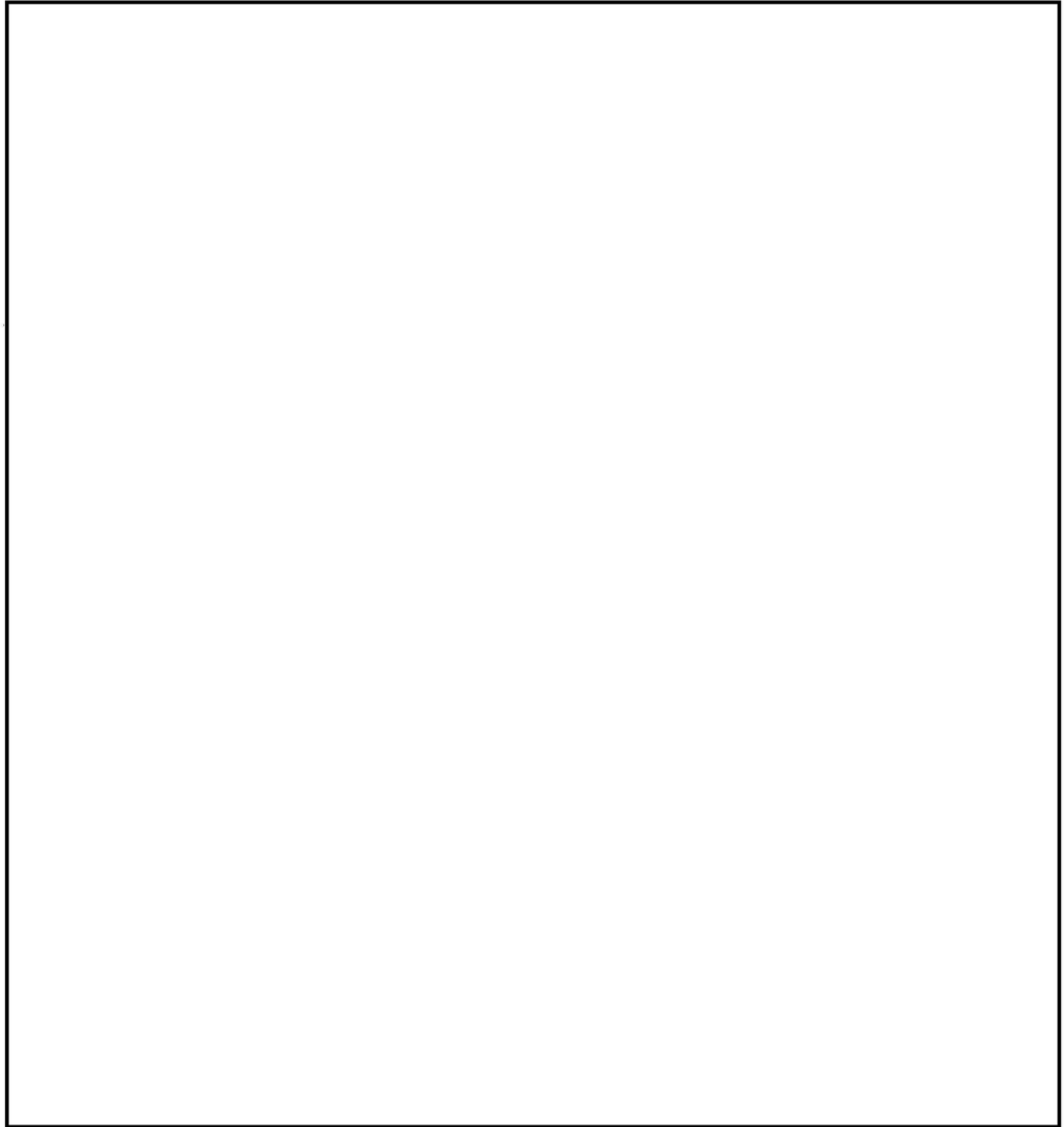
6

PWS

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

(b) (3) - Release 2021-11  
NSA 17740

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

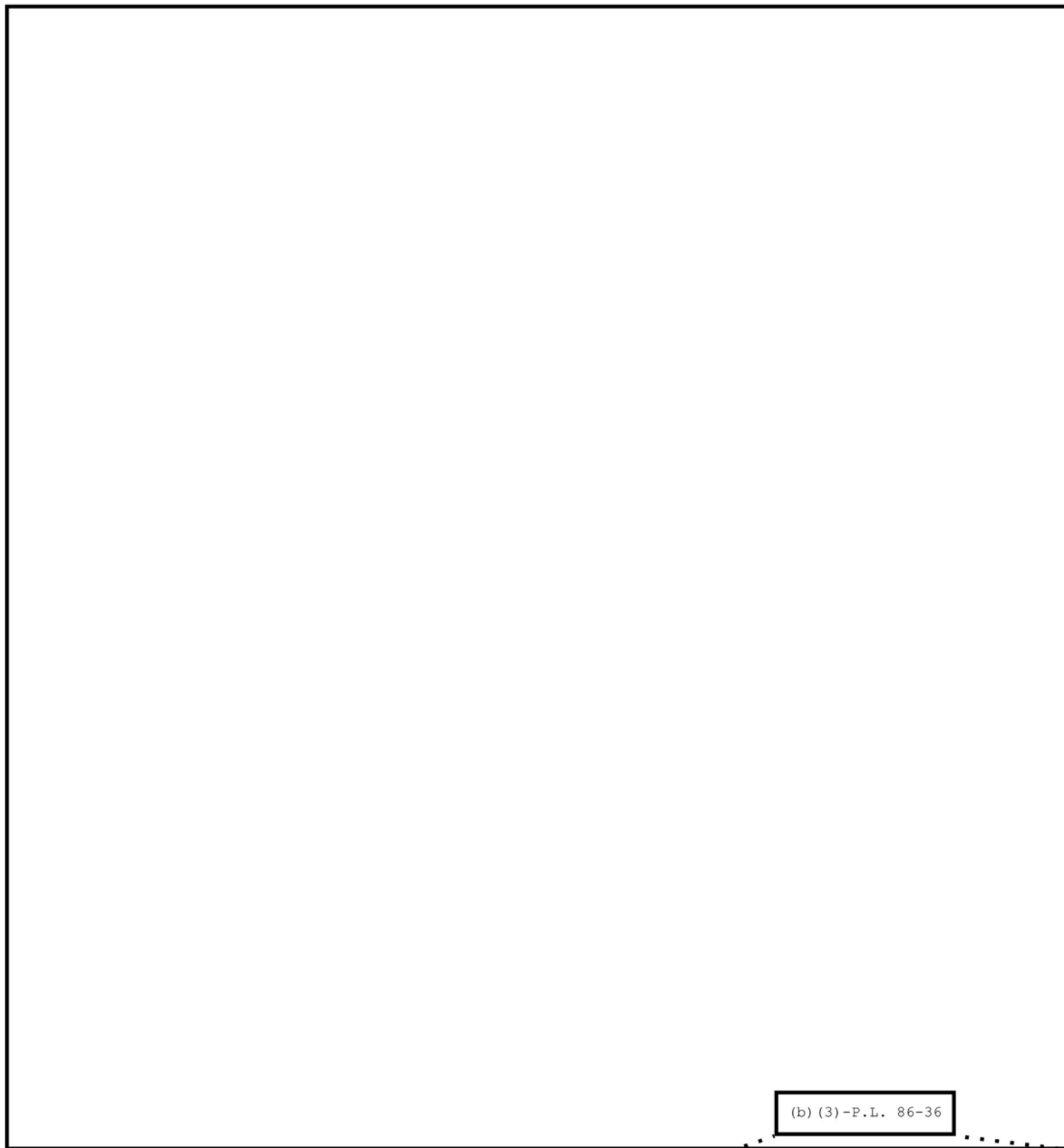


(b) (3) - P.L. 86-36

<sup>7</sup>  
[ ] PWS

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~



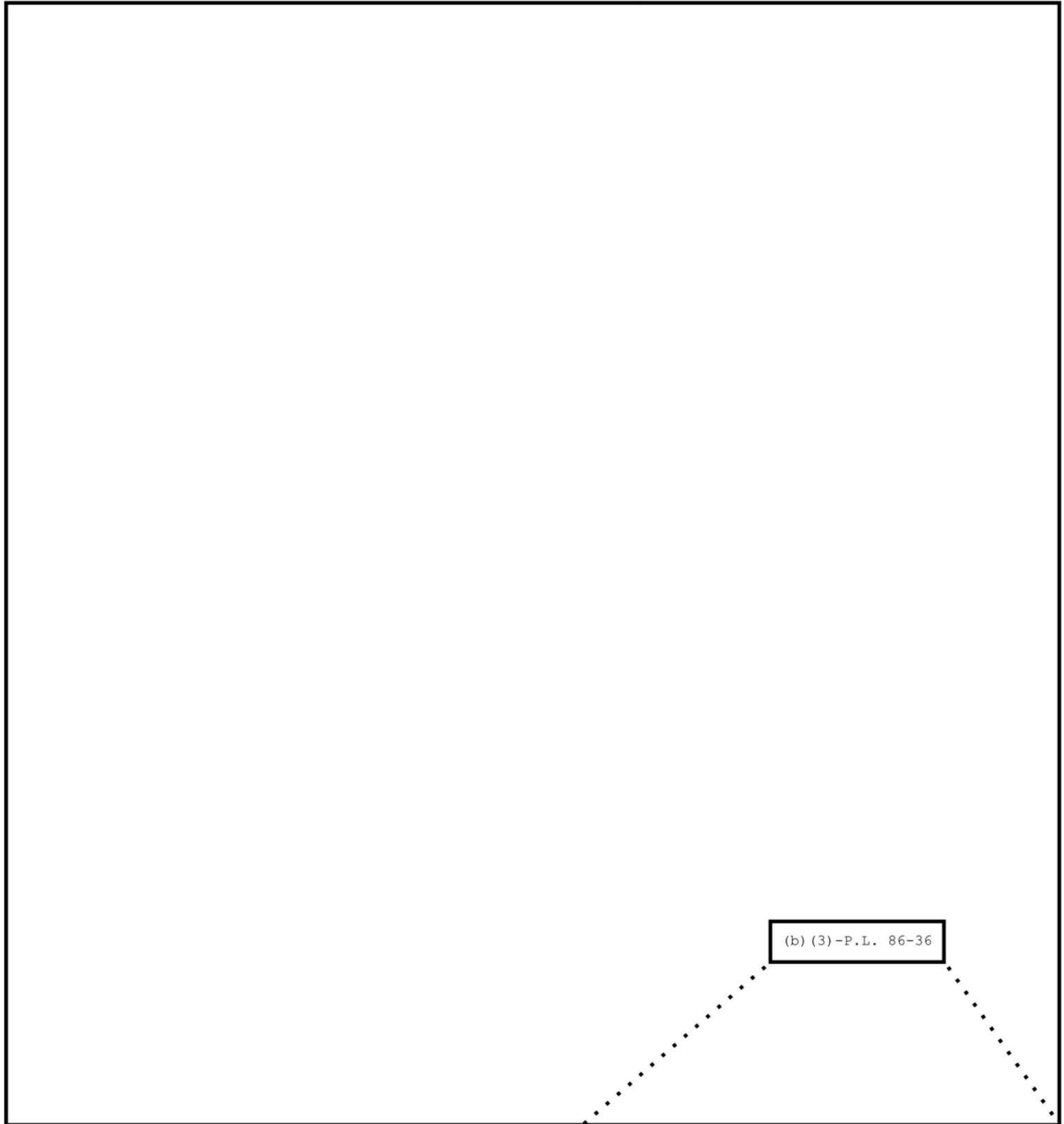
(b) (3) - P.L. 86-36

8

PWS

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~



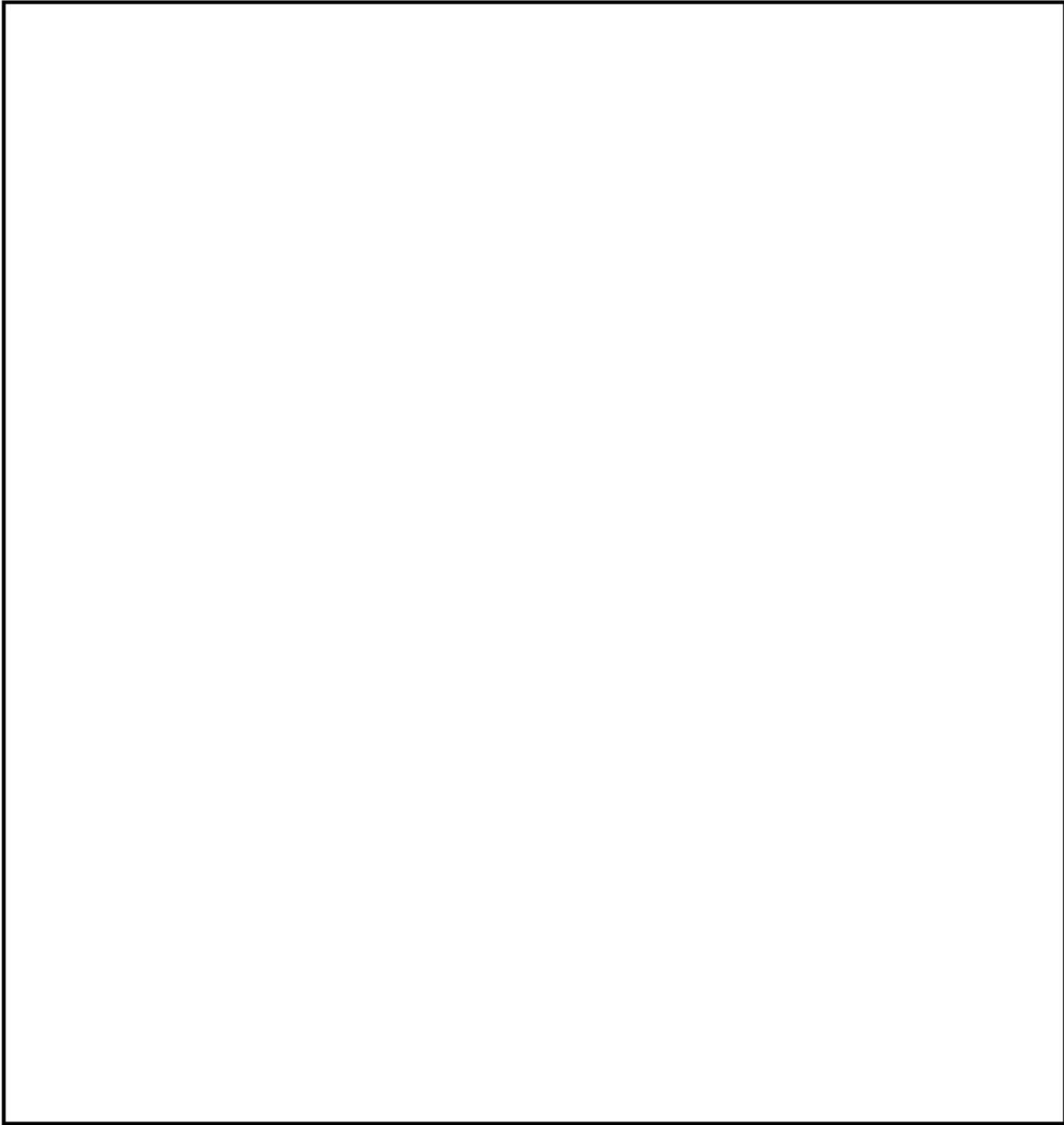
(b) (3) - P.L. 86-36

9.

PWS

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~



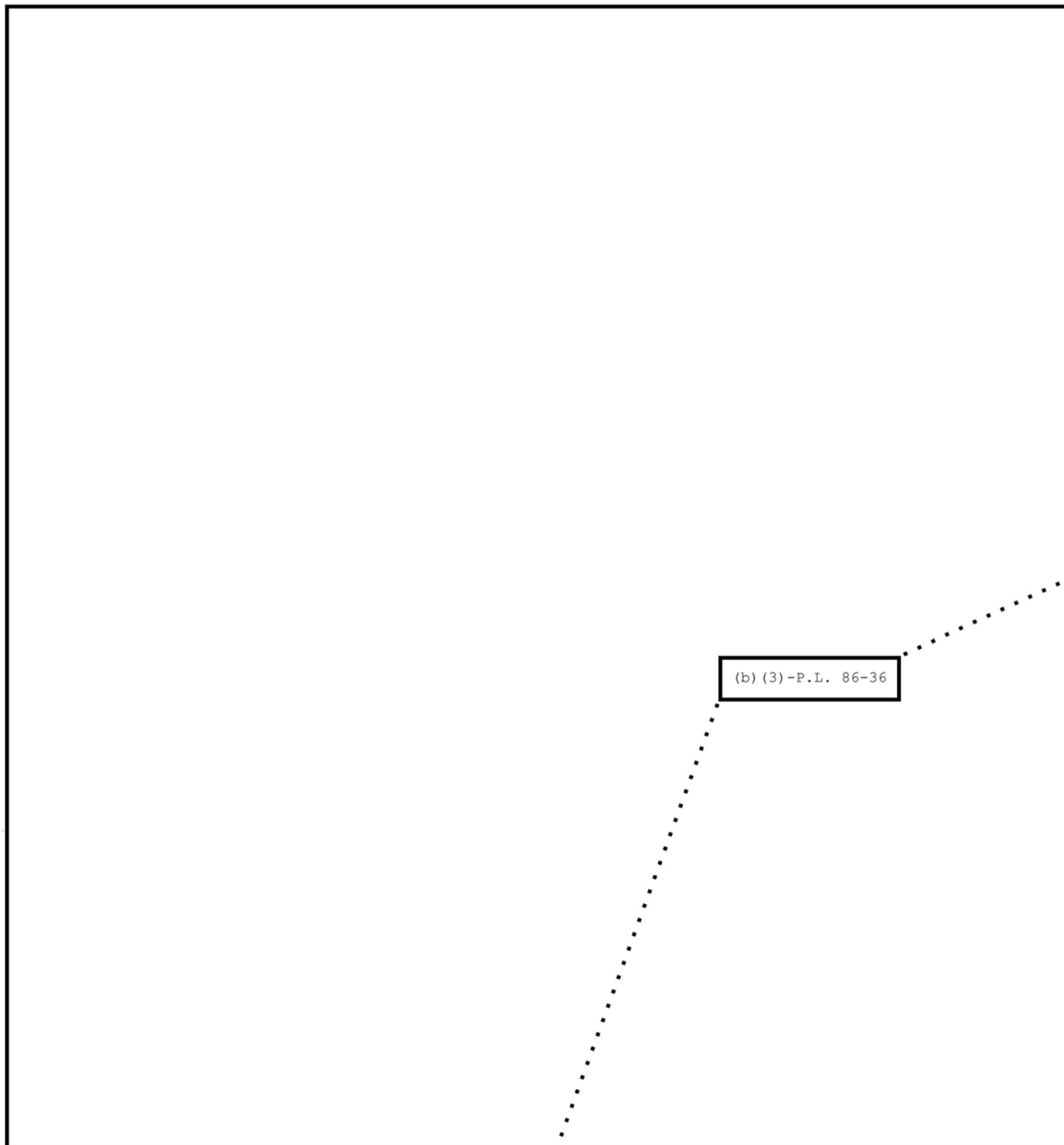
(b) (3) - P.L. 86-36

10  
[ ] PWS

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~



UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

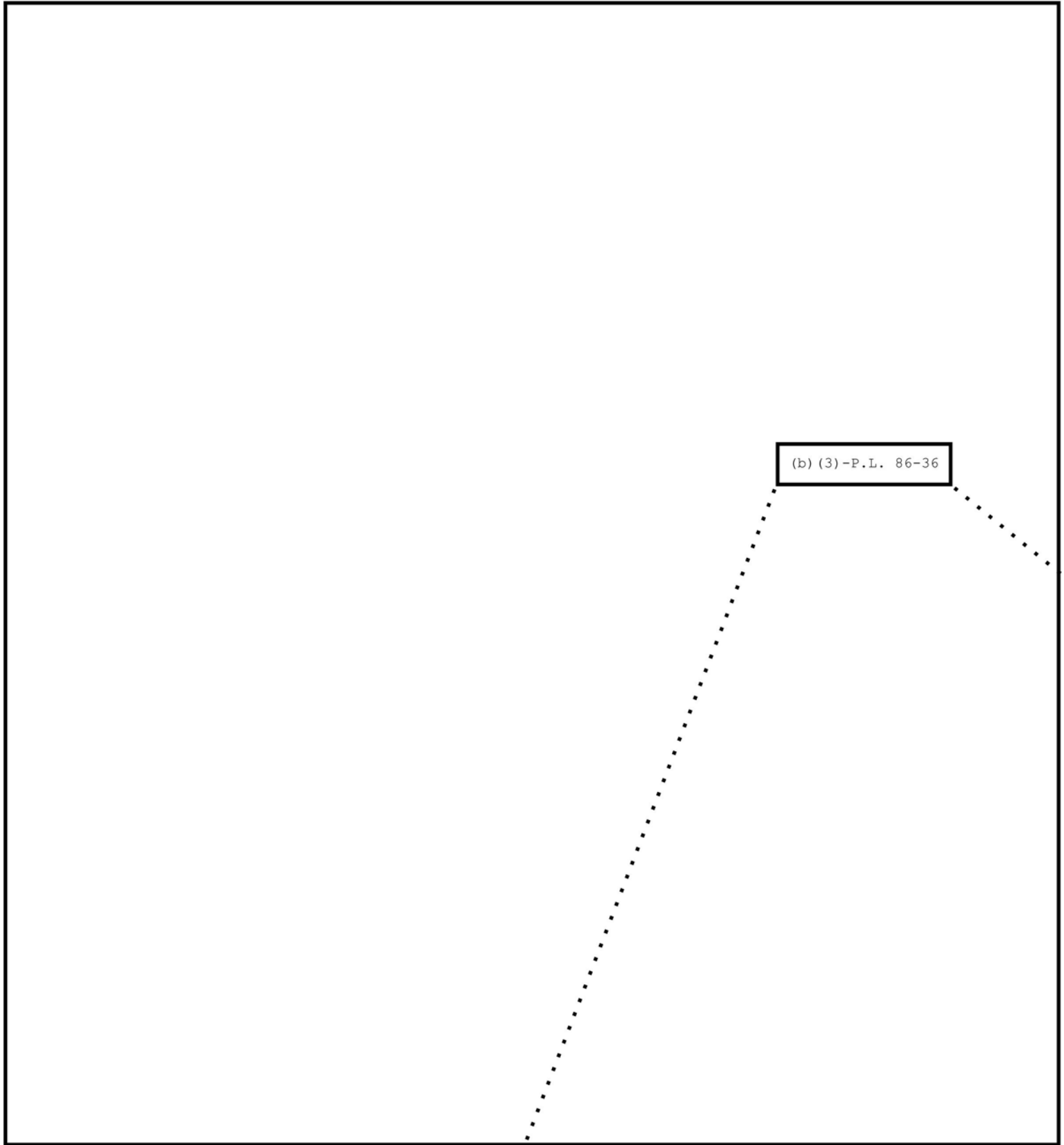


(b) (3) - P.L. 86-36

↑  
↓  
[ ] PWS

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~



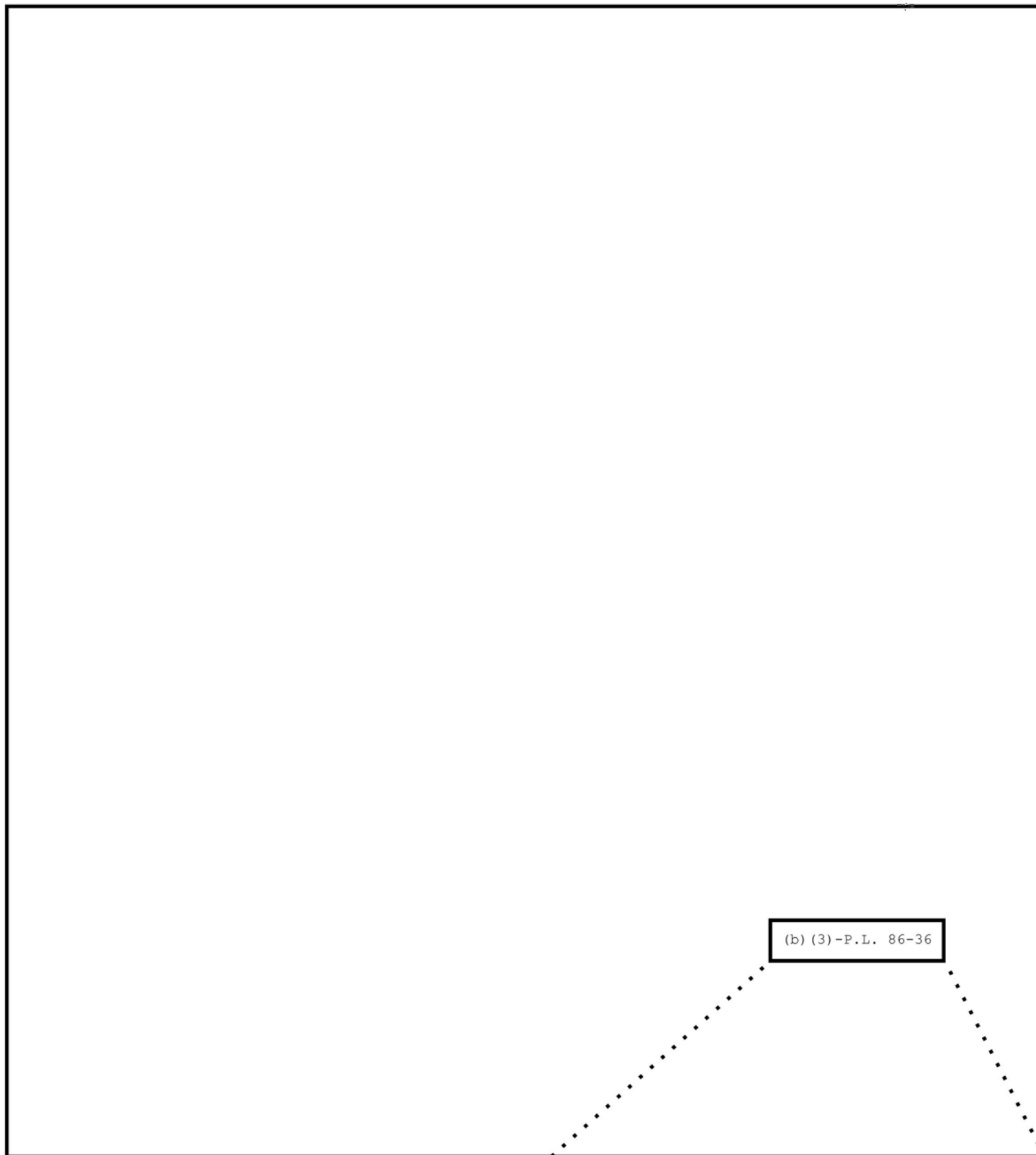
(b) (3) - P.L. 86-36

12

PWS

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~



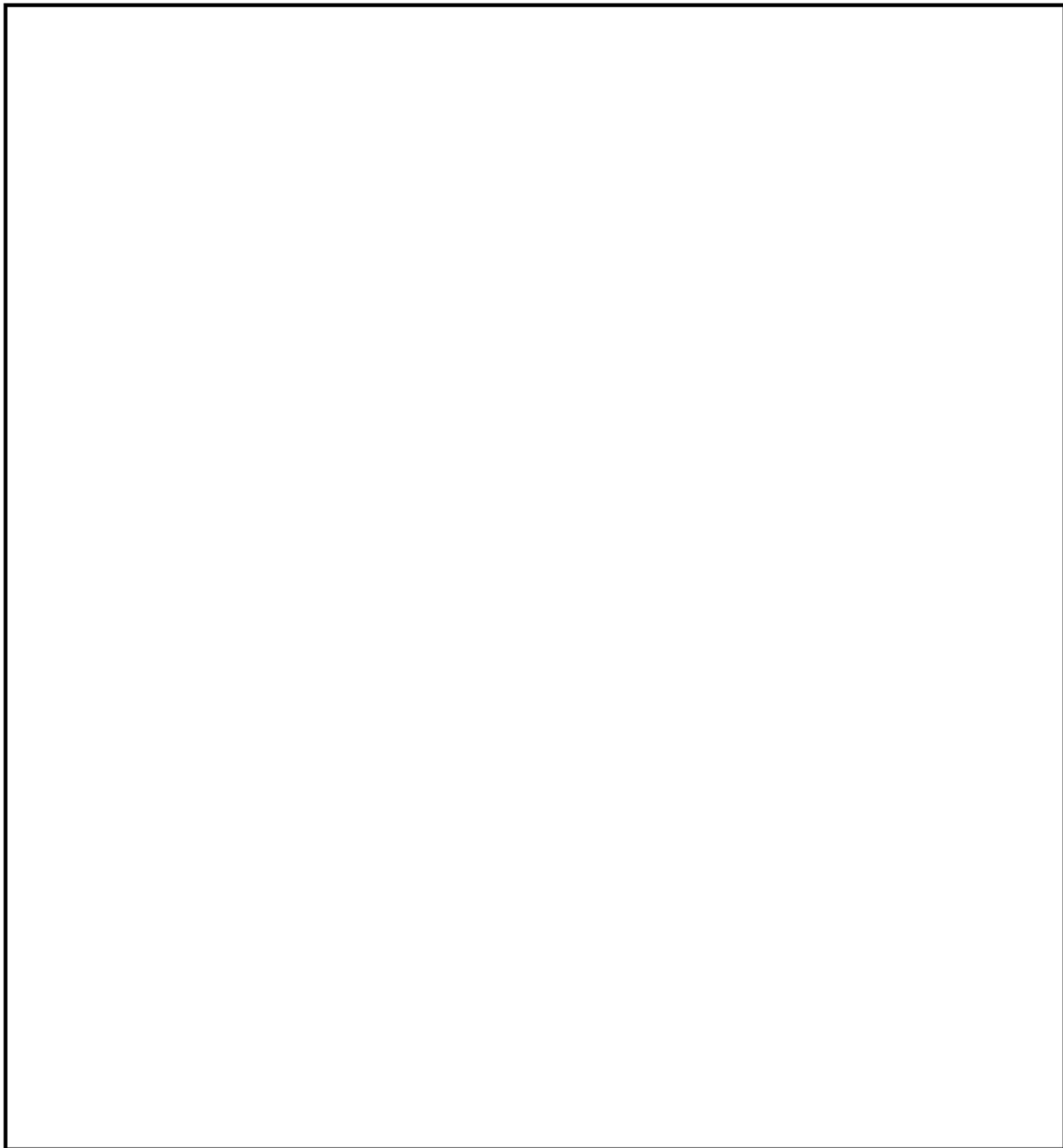
(b) (3) - P.L. 86-36

13.

PWS

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~



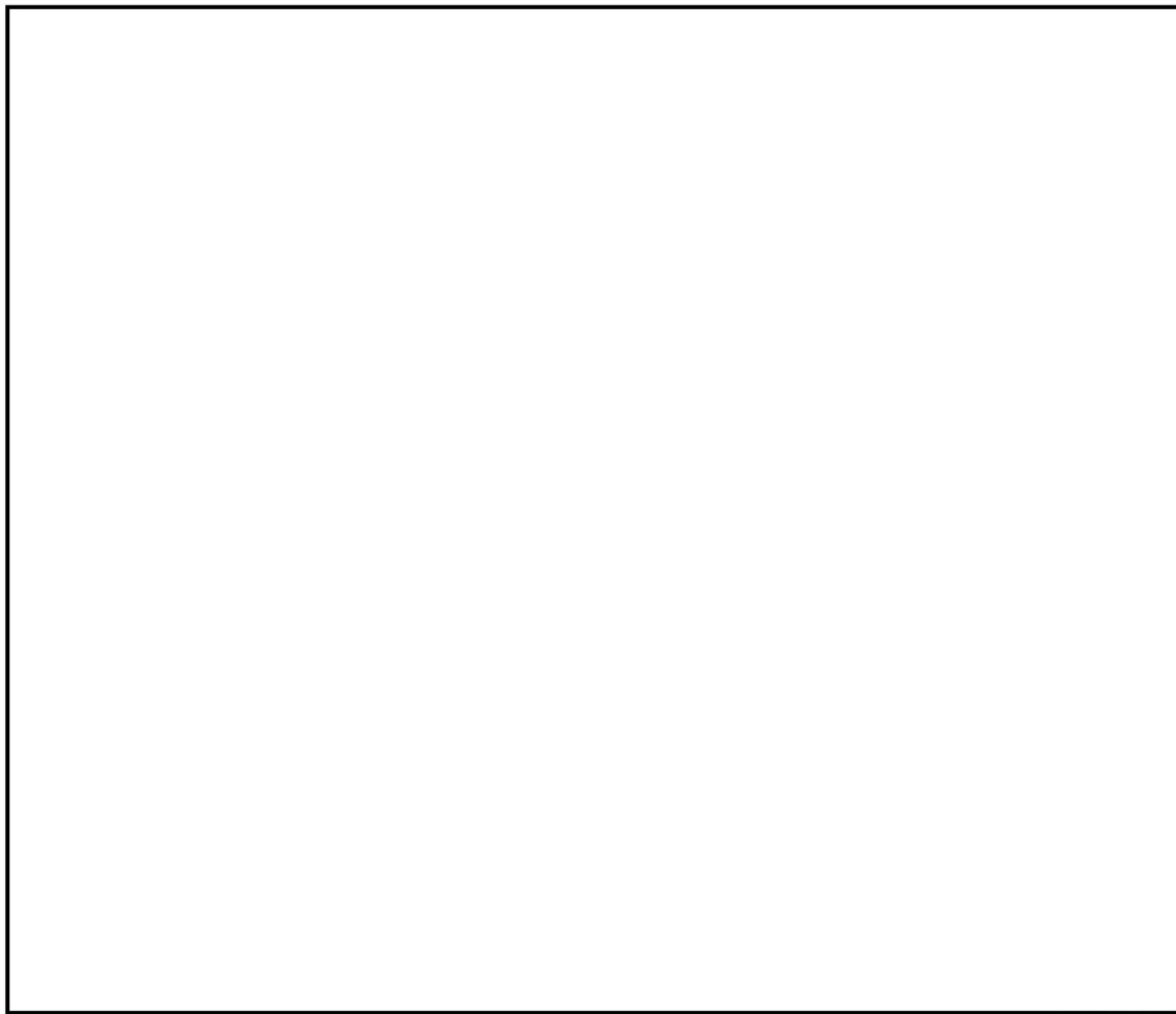
14

PWS

(b) (3) - P.L. 86-36

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

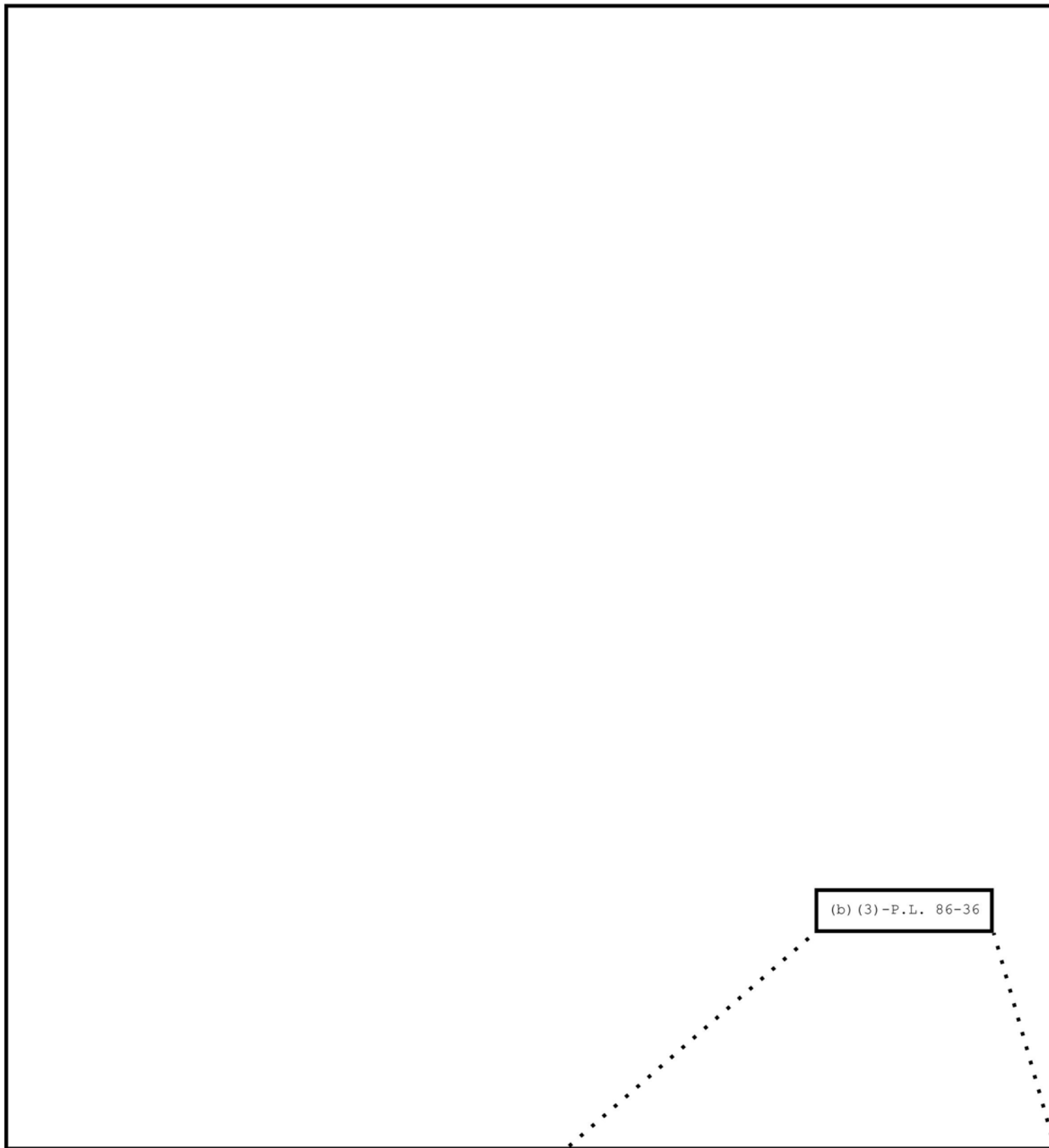


(b) (3) - P.L. 86-36

15  
[ ] PWS

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

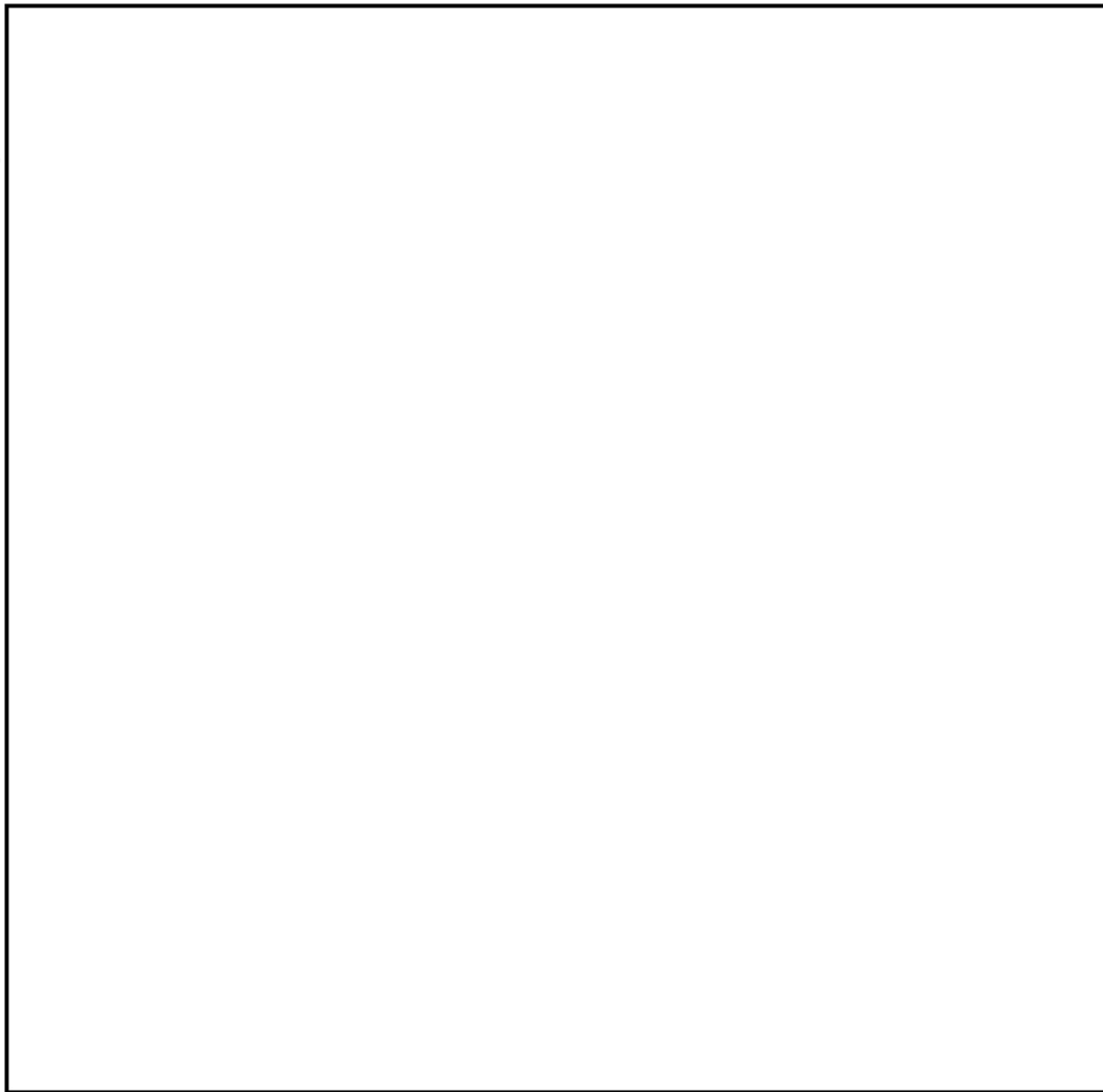


(b) (3) - P.L. 86-36

16  
[ ] PWS

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

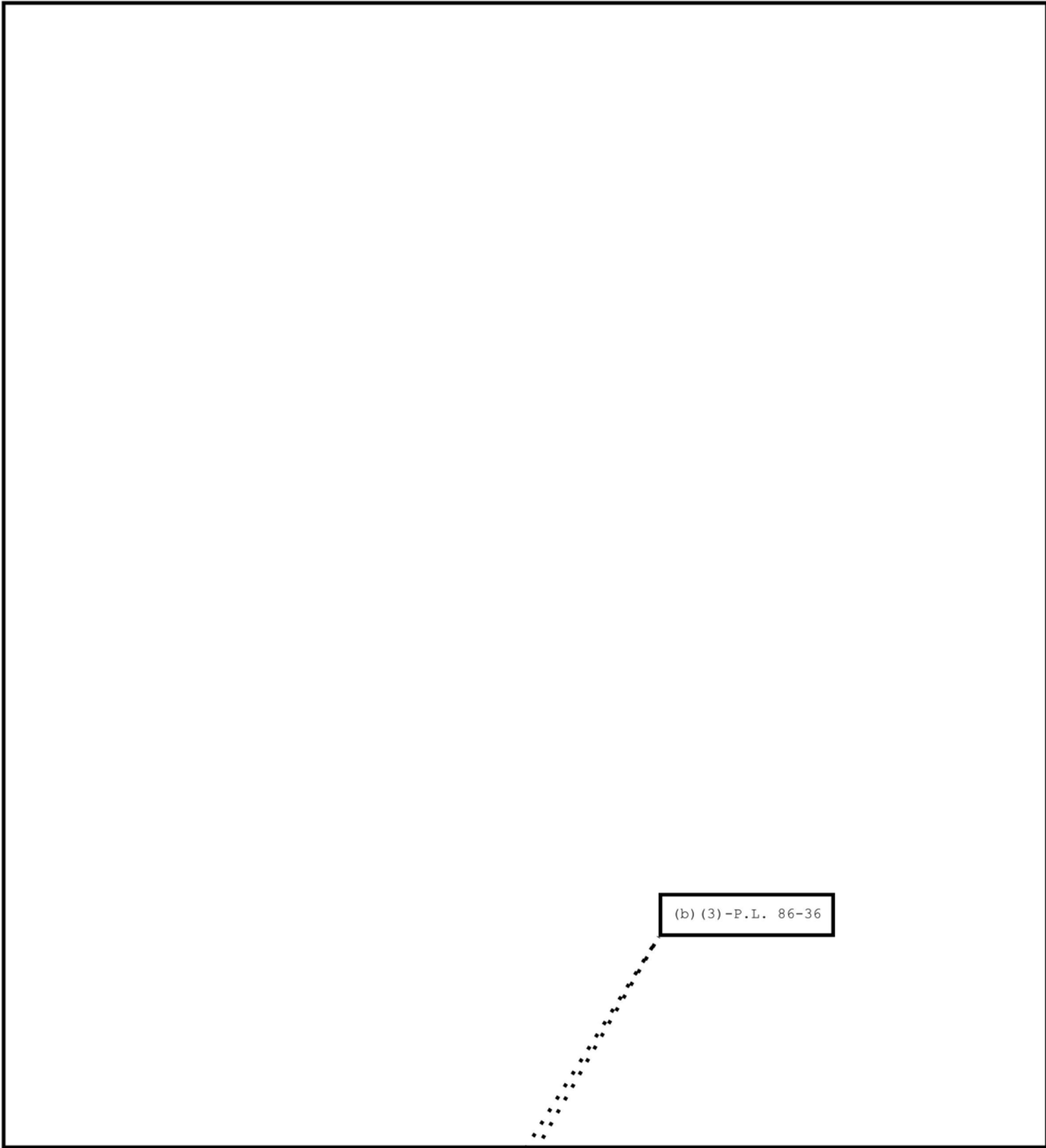


(b) (3) - P.L. 86-36

17.  
[ ] PWS

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~



(b) (3) - P.L. 86-36

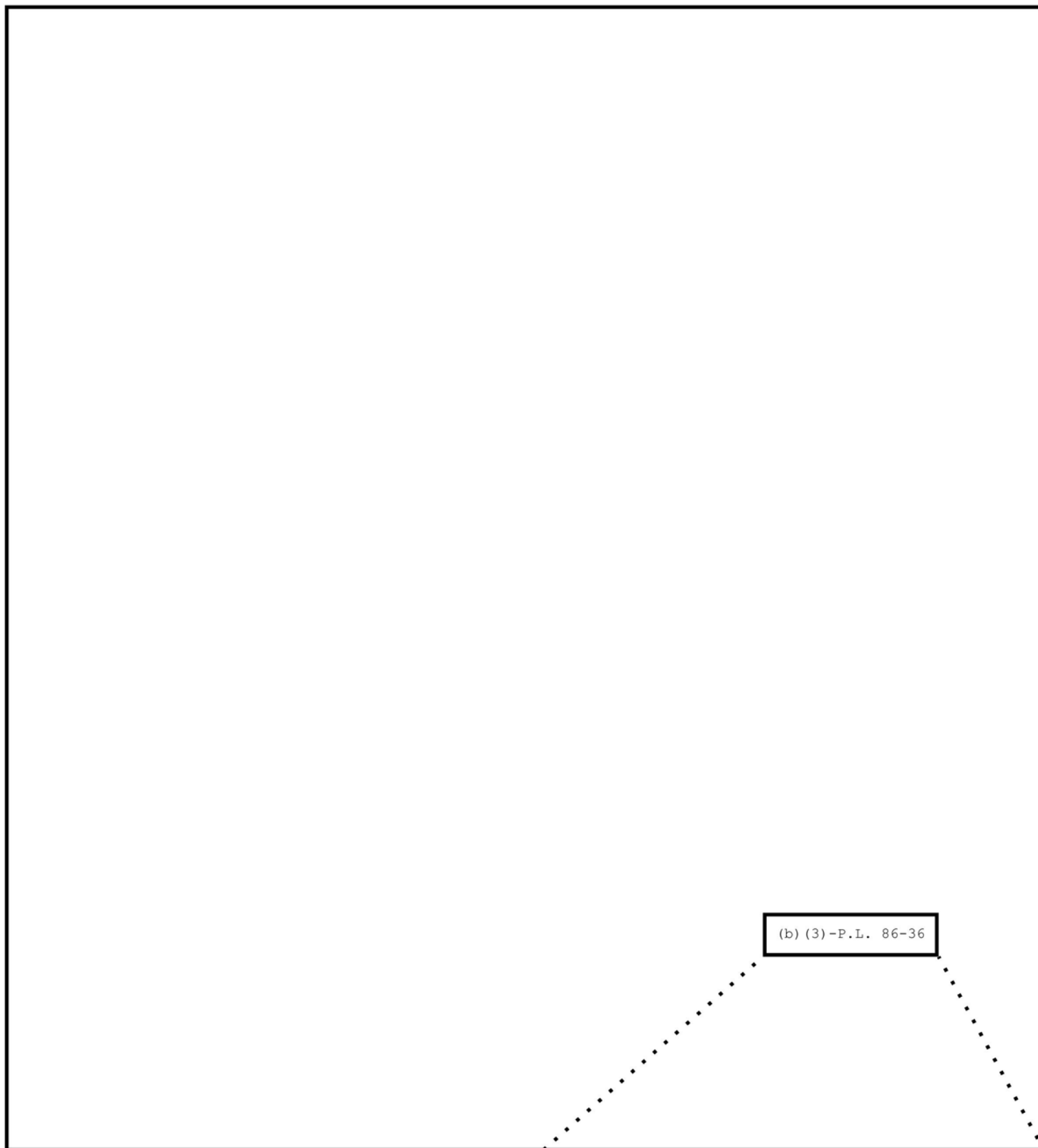
18

PWS

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~



UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~



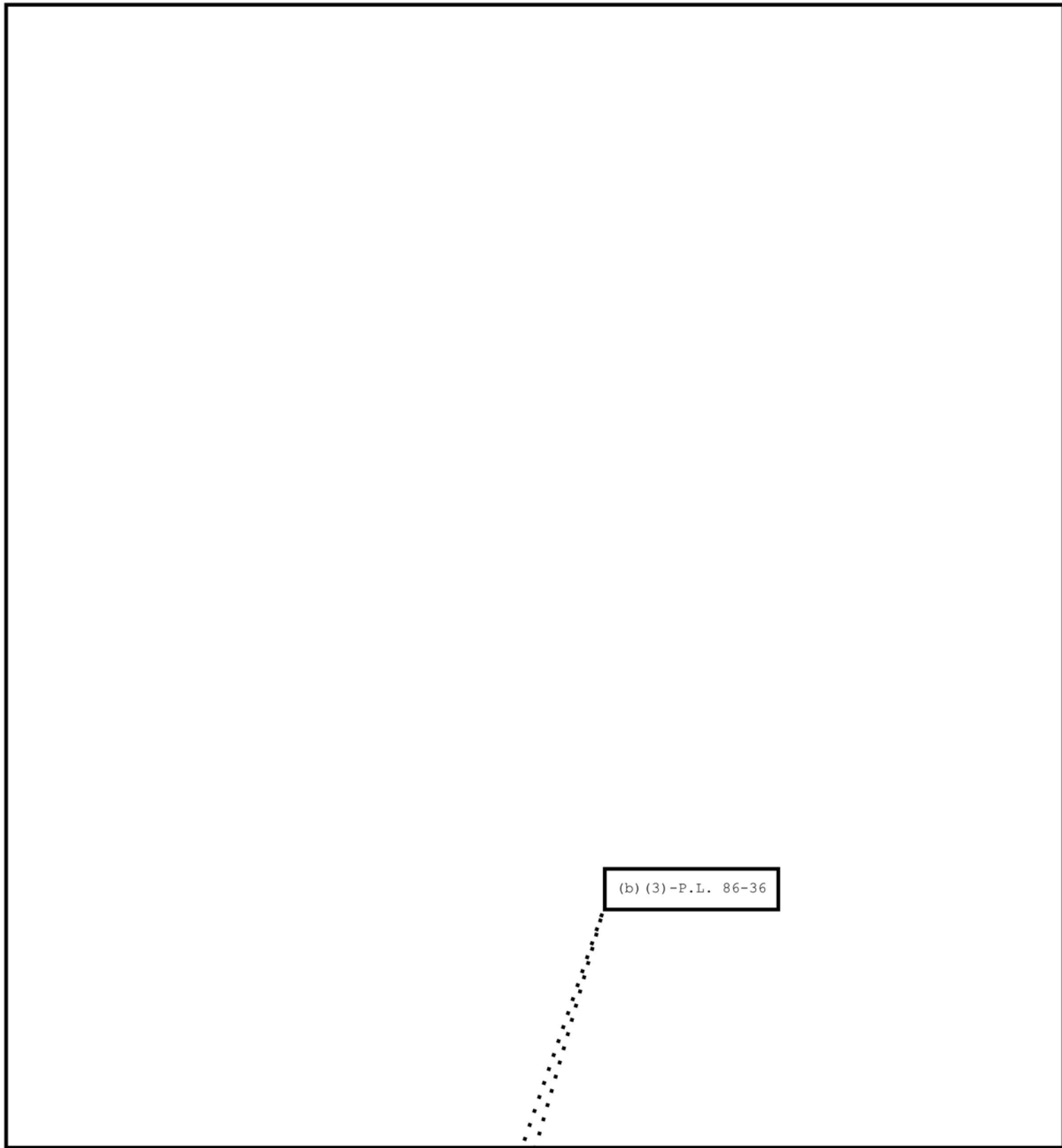
(b) (3) - P.L. 86-36

19.

PWS

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

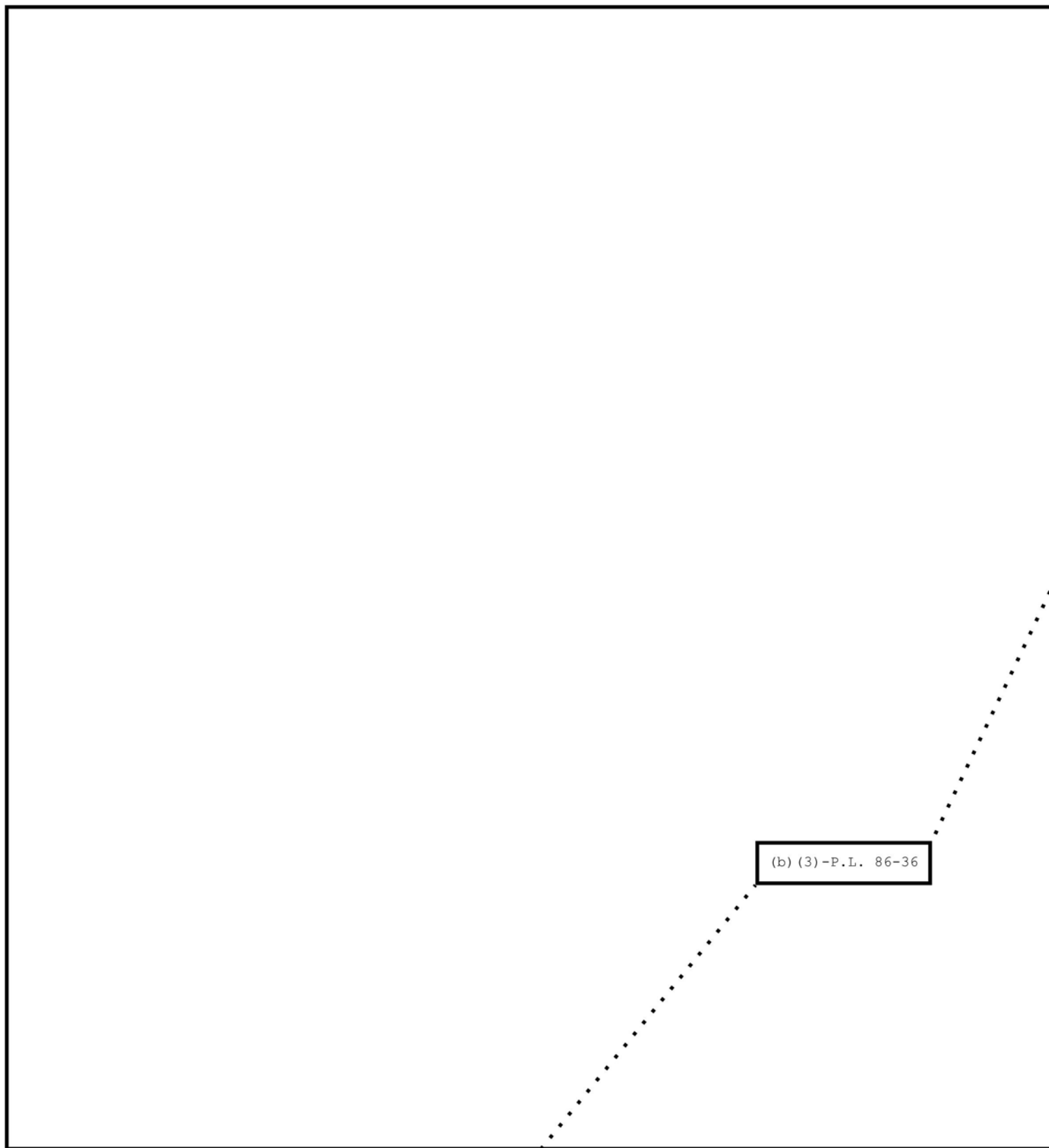


(b) (3) - P.L. 86-36

20  
[ ] PWS

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~



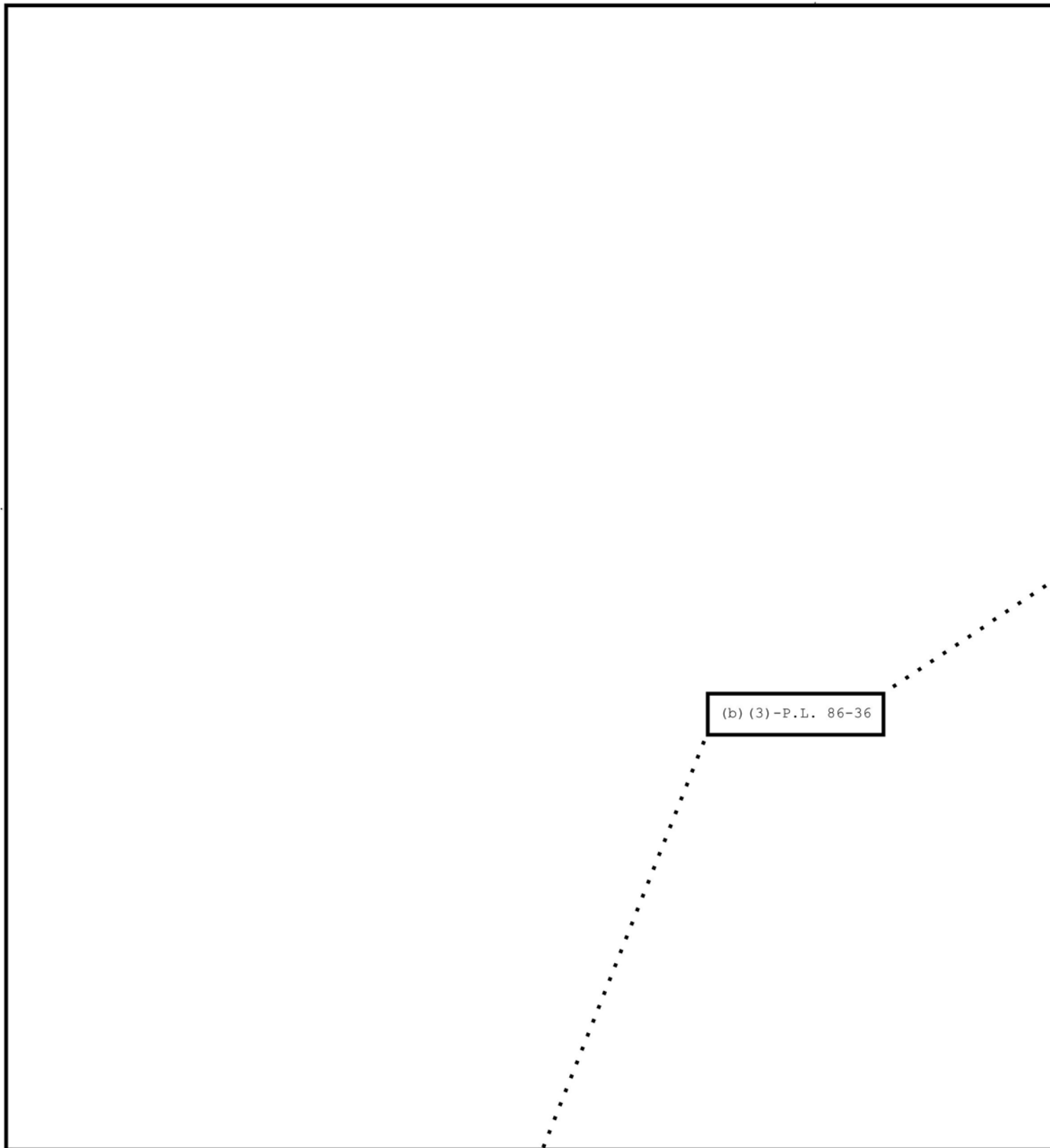
(b) (3) - P.L. 86-36

21

PWS

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~



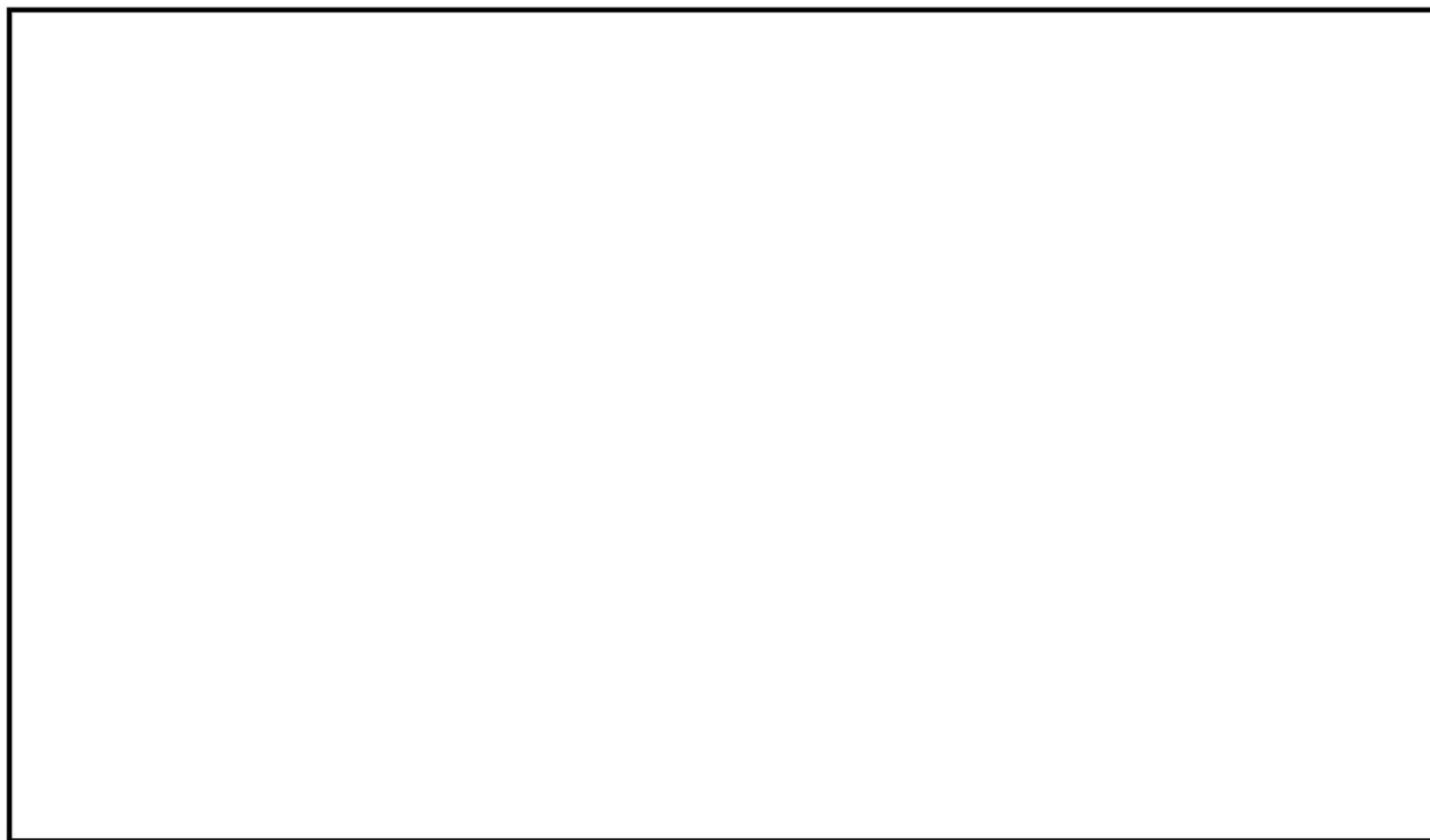
(b) (3)-P.L. 86-36

22

PWS

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~



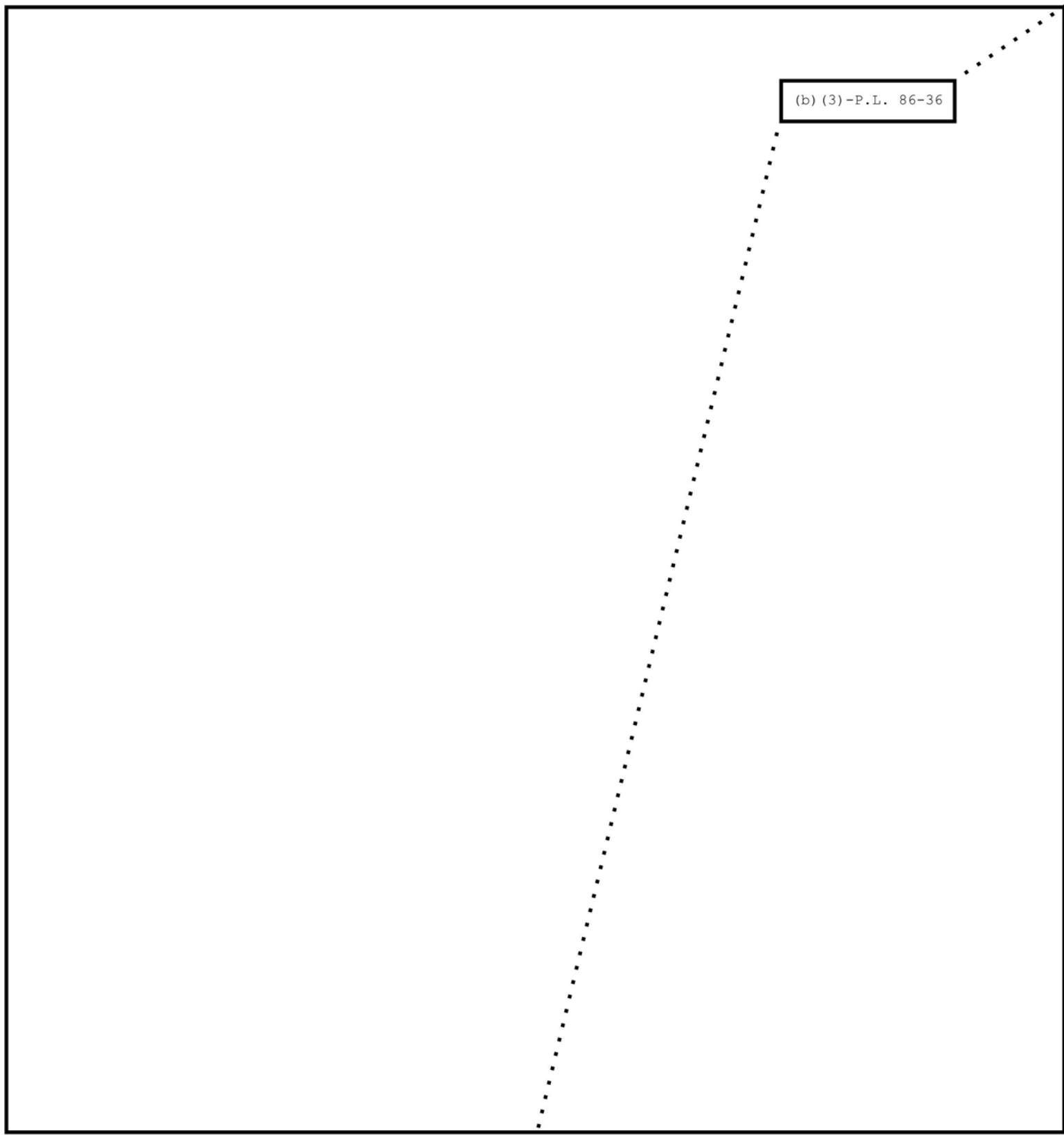
(b) (3) - P.L. 86-36

23.

PWS

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~



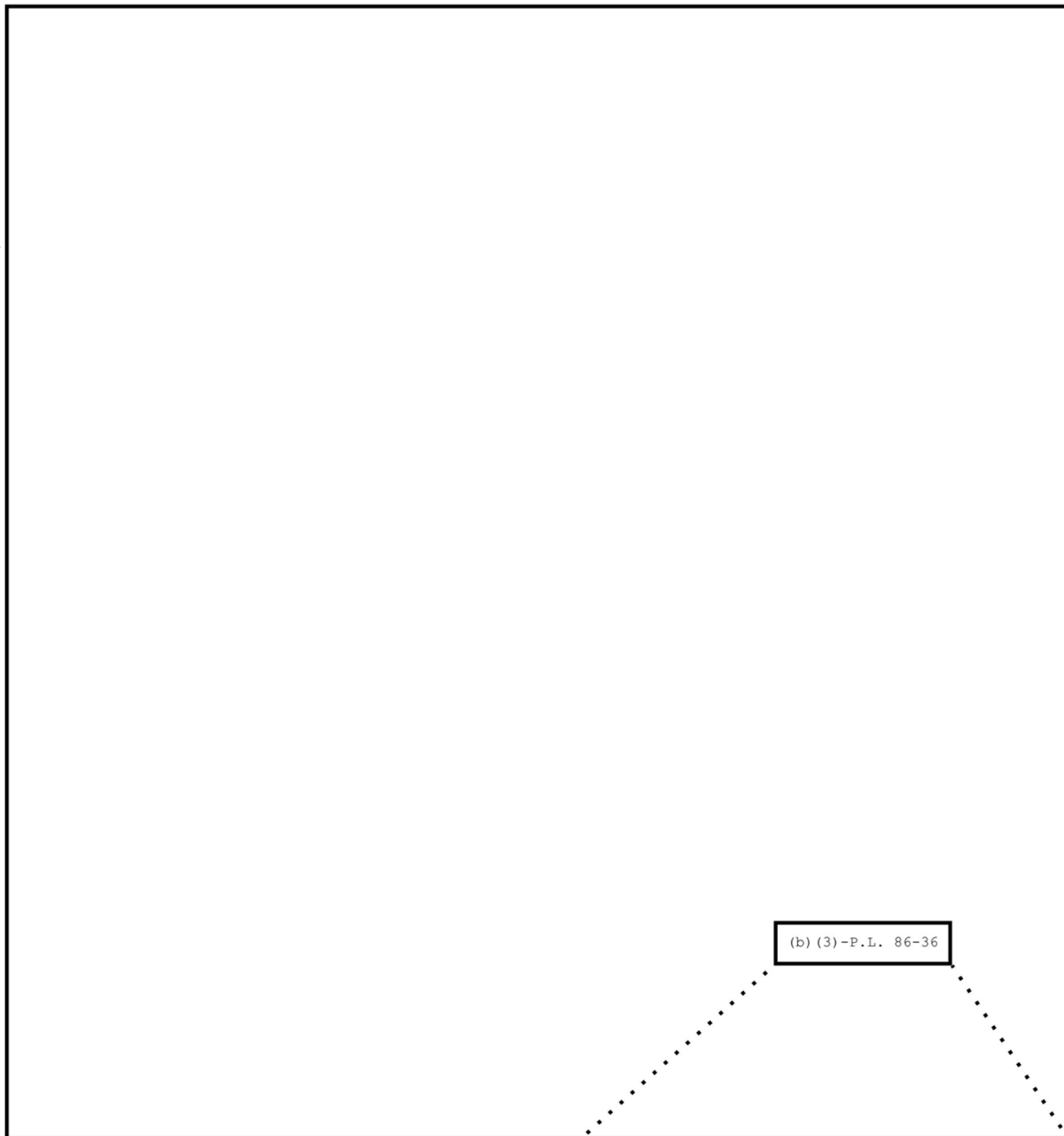
(b) (3) - P.L. 86-36

24

PWS

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UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~



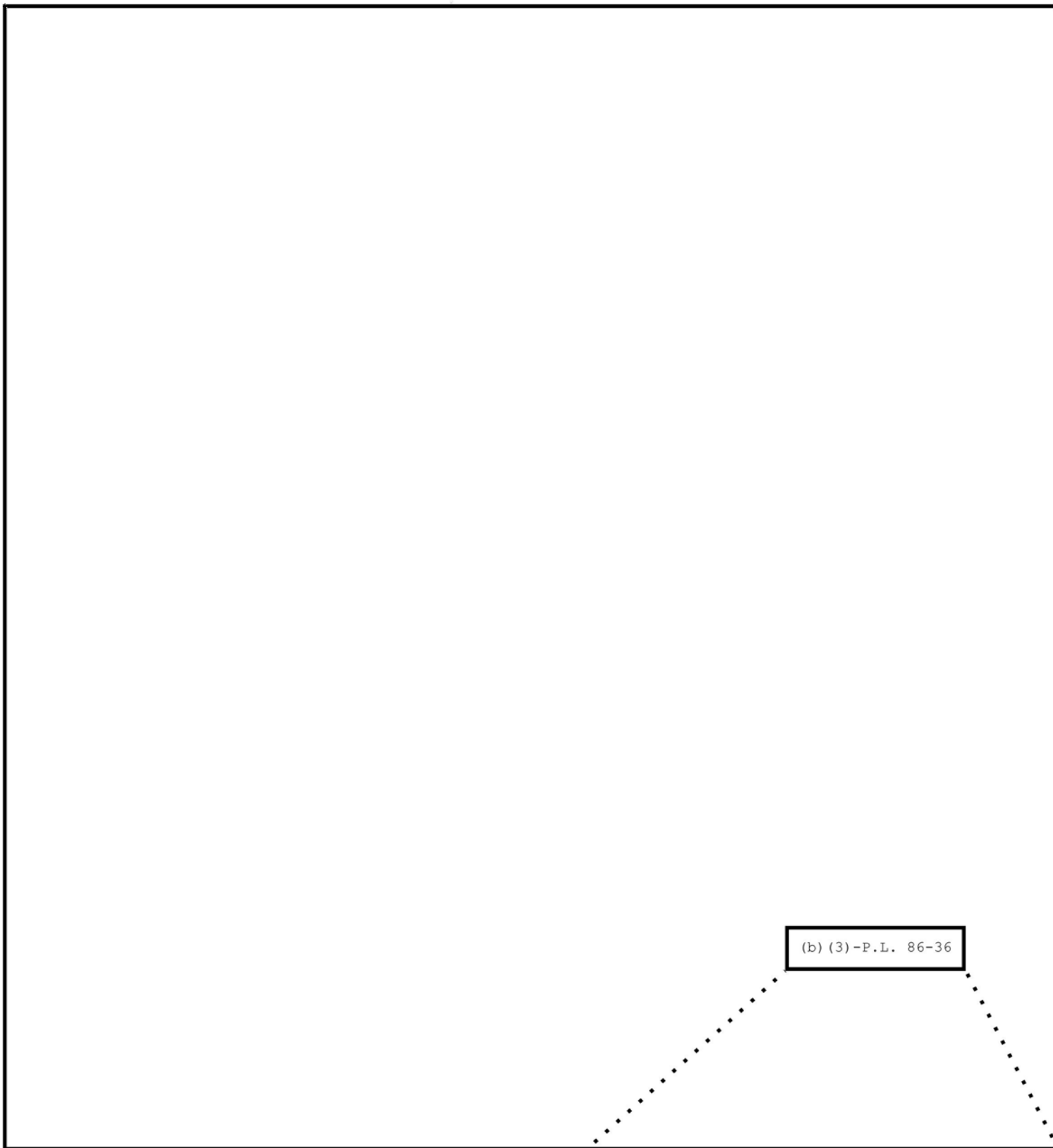
(b) (3) - P.L. 86-36

25.

PWS

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UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~



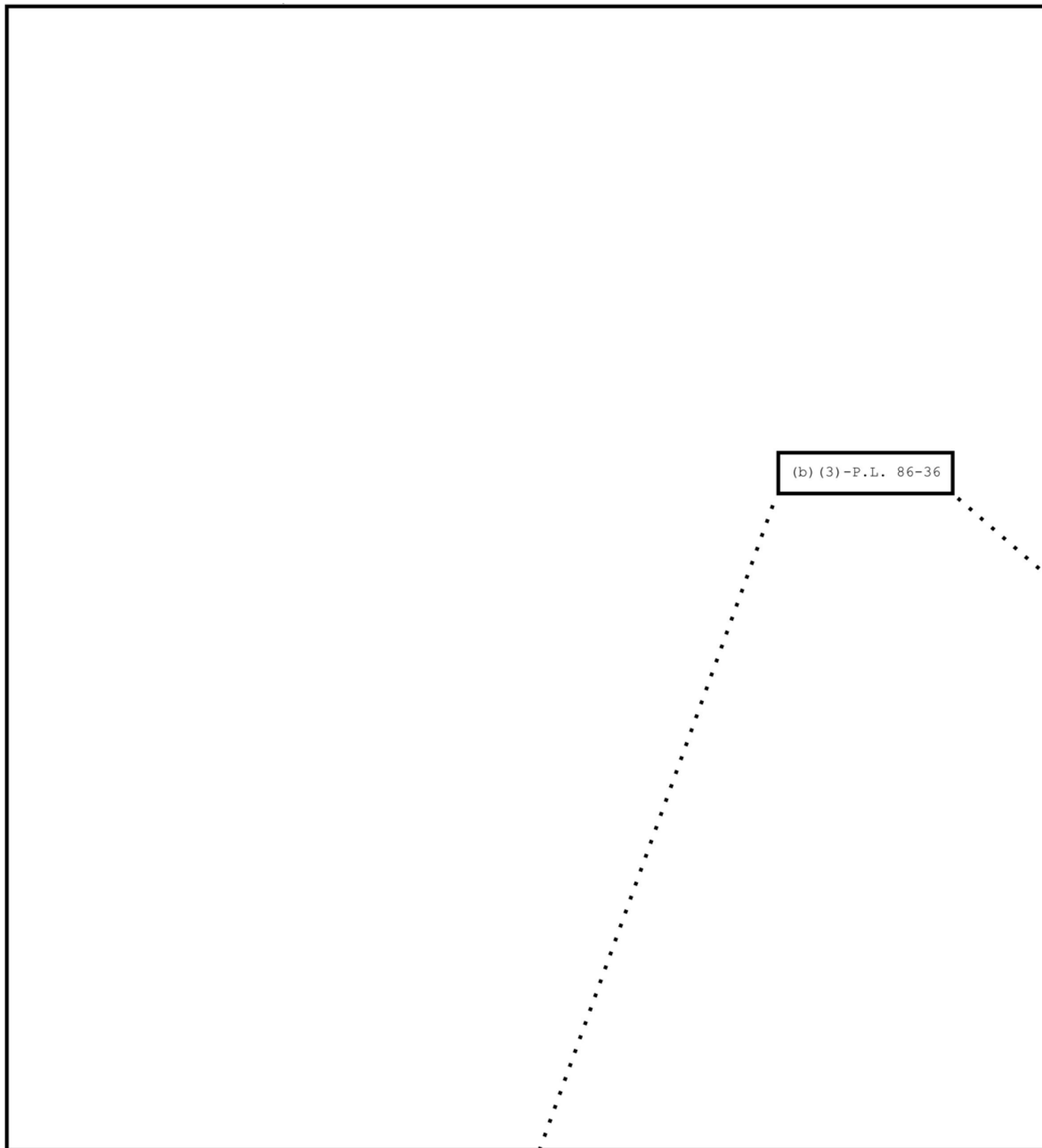
(b) (3) - P.L. 86-36

26  
PWS

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UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~



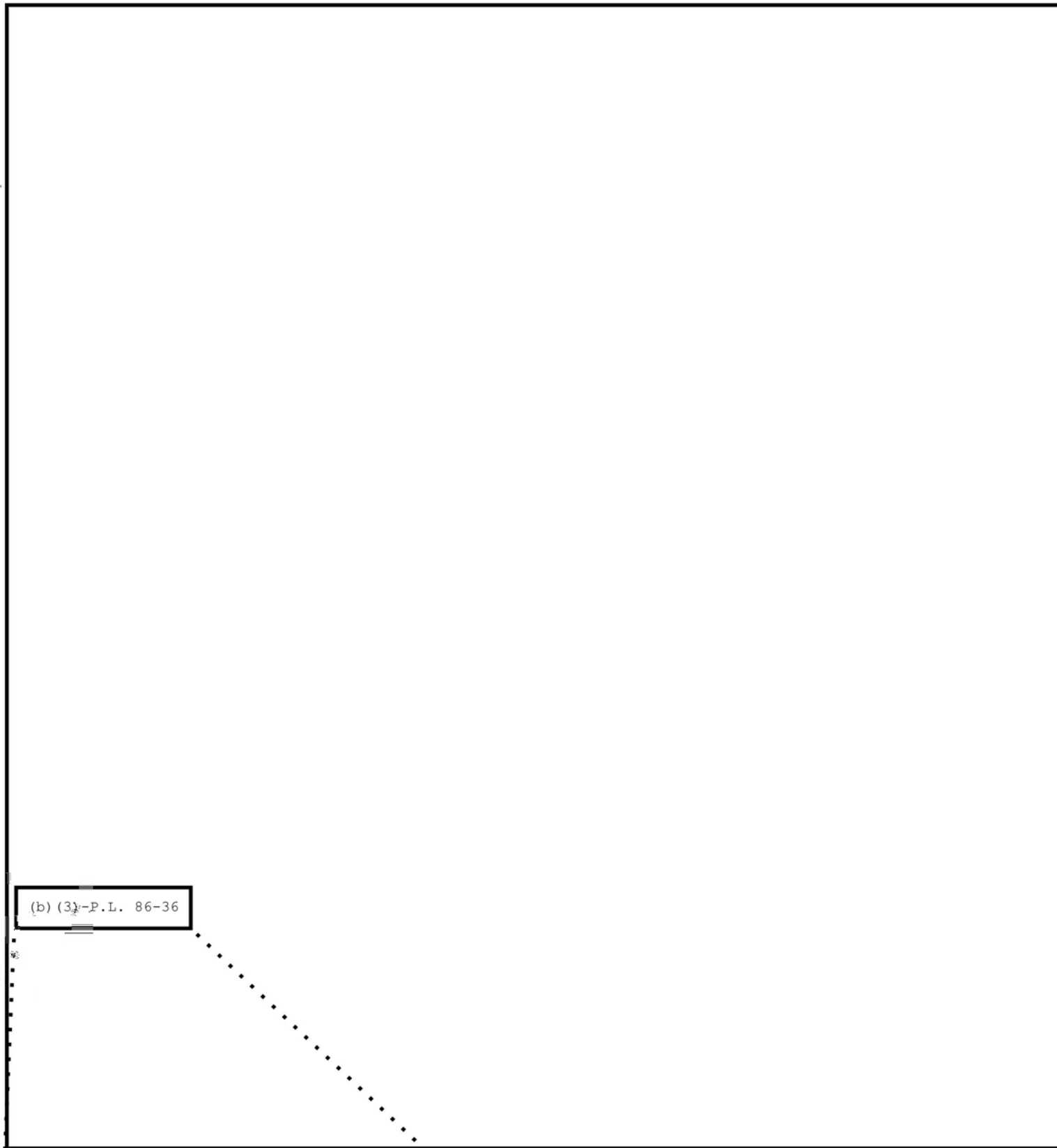
(b) (3) - P.L. 86-36

27

PWS

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~



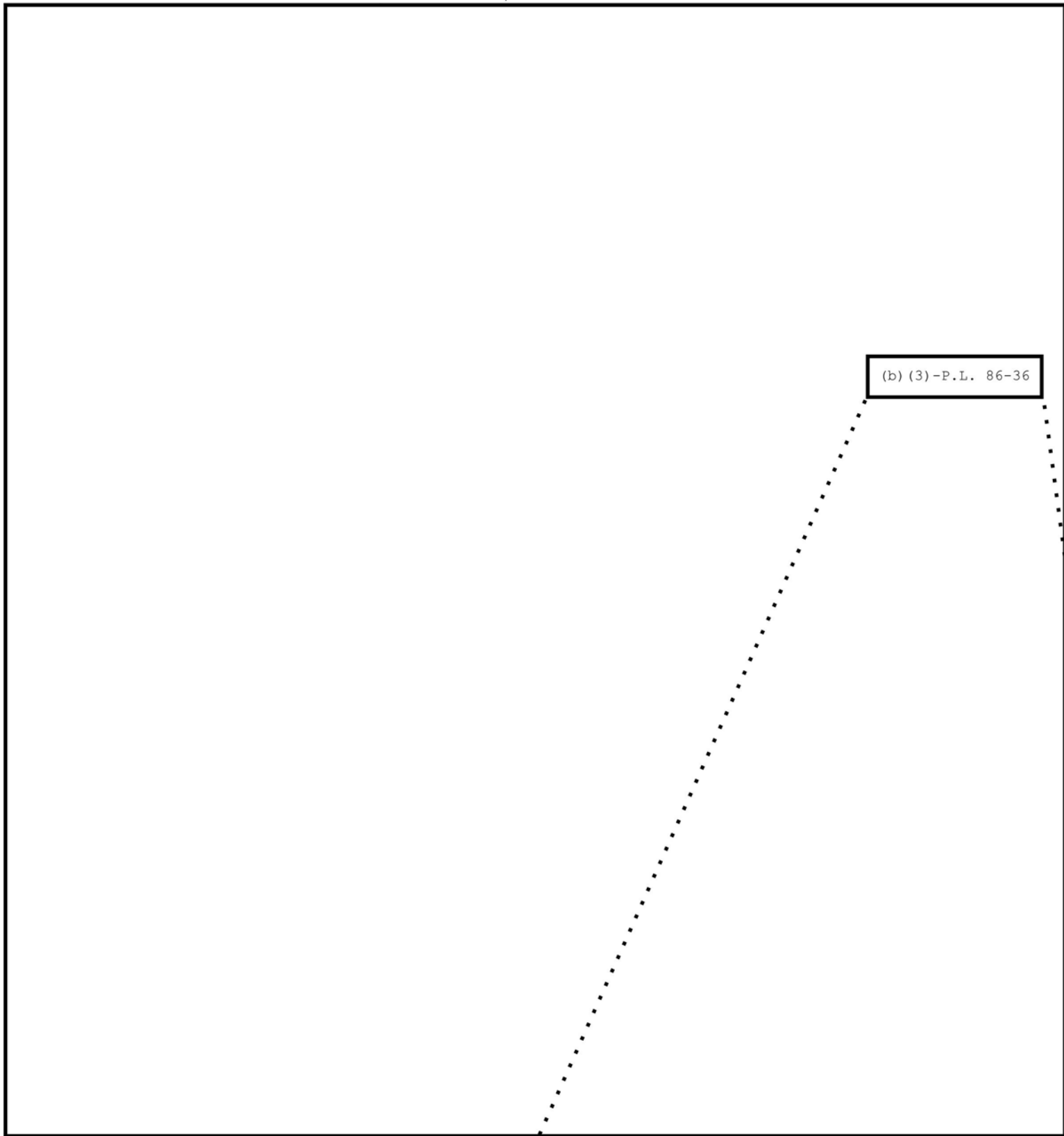
(b) (3) - P.L. 86-36

28

PWS

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UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~



(b) (3) - P.L. 86-36

29

PWS

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UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

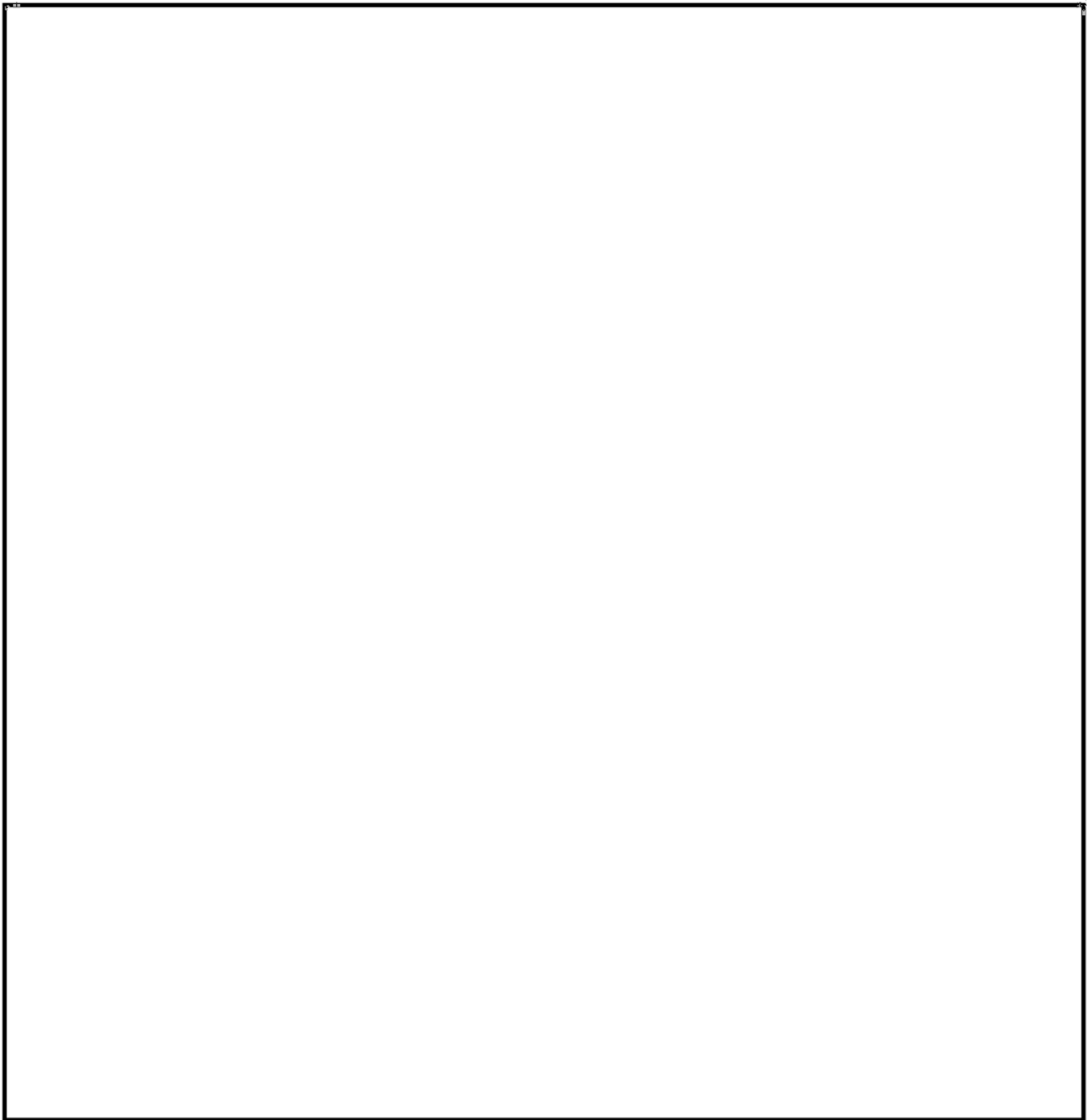
(b) (3) - P.L. 86-36

30

PWS

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~



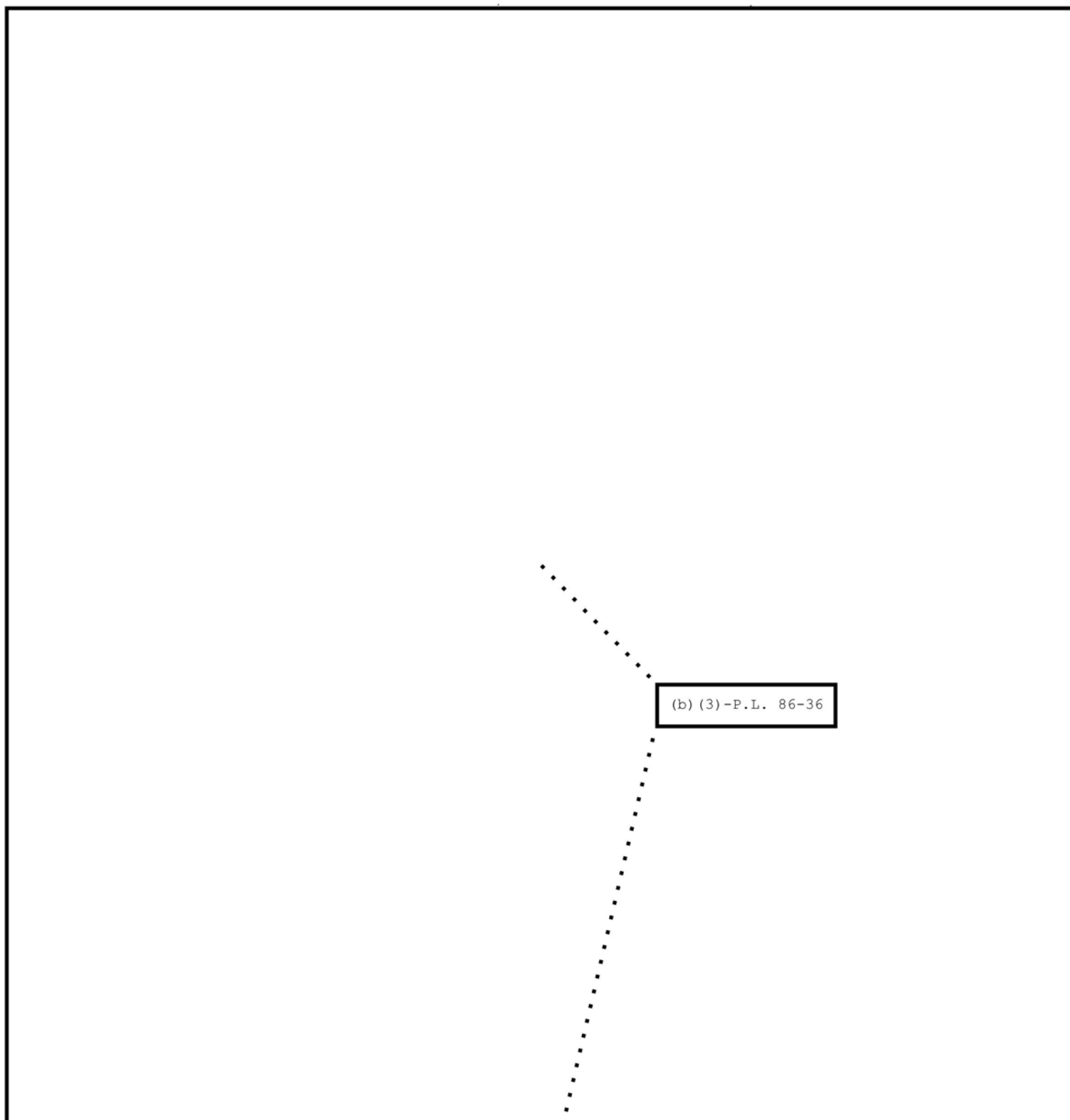
(b) (3) - P.L. 86-36

31

PWS

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~



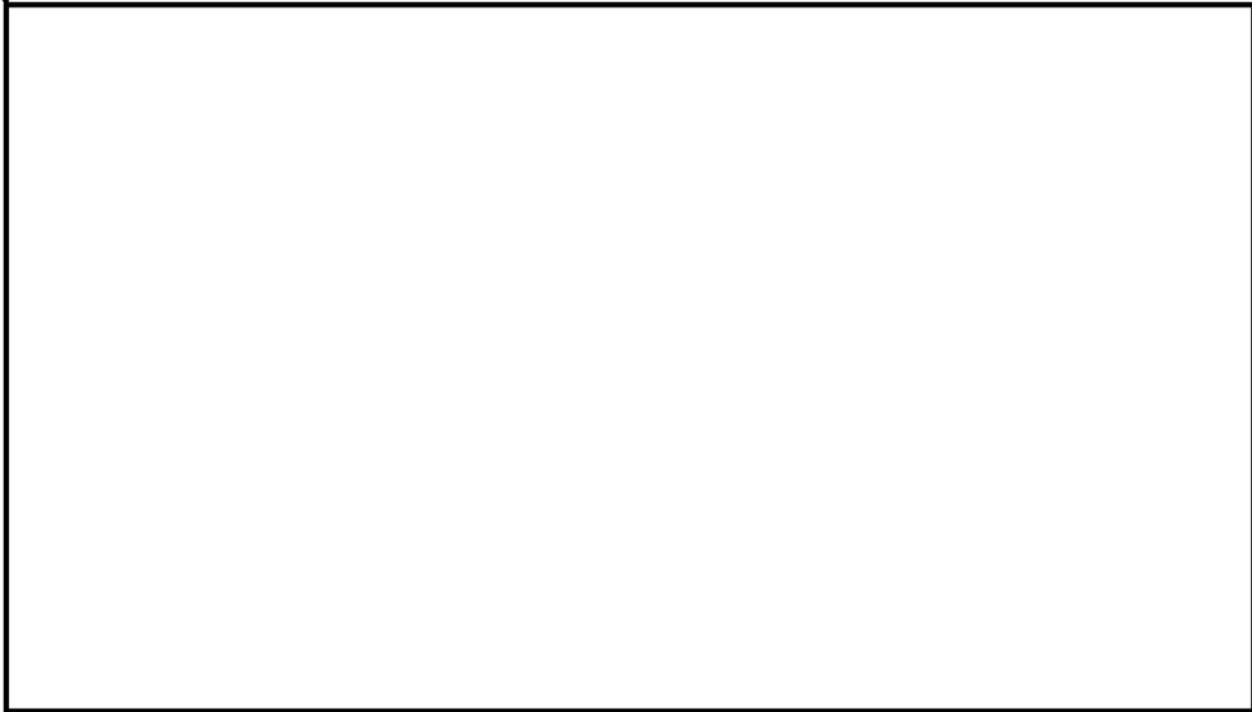
32  
[ ] PWS

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

(b) (3) - P.L. 86-36

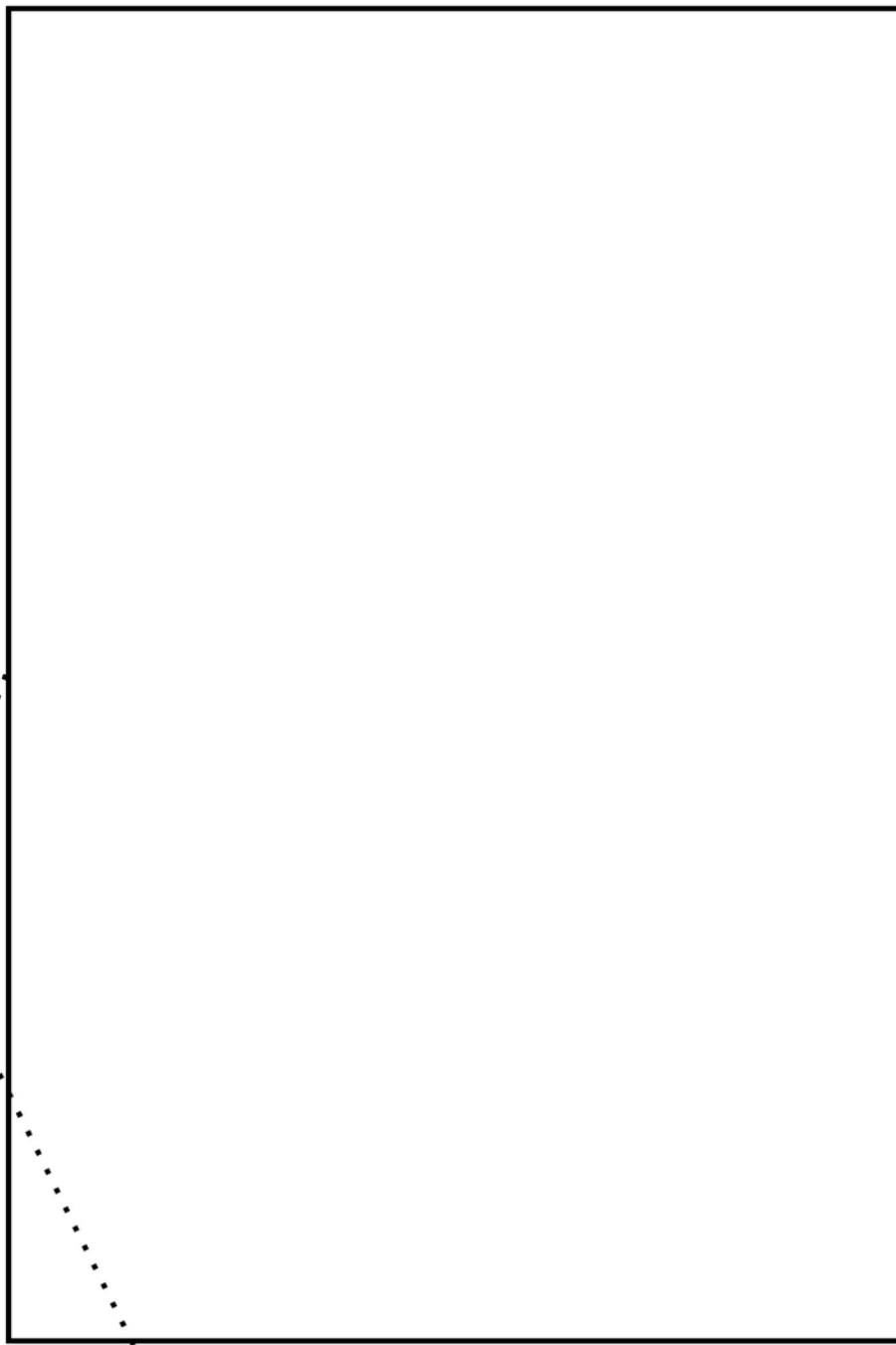
UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

33  
PWS



UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~



(b) (3) - P.L. 86-36

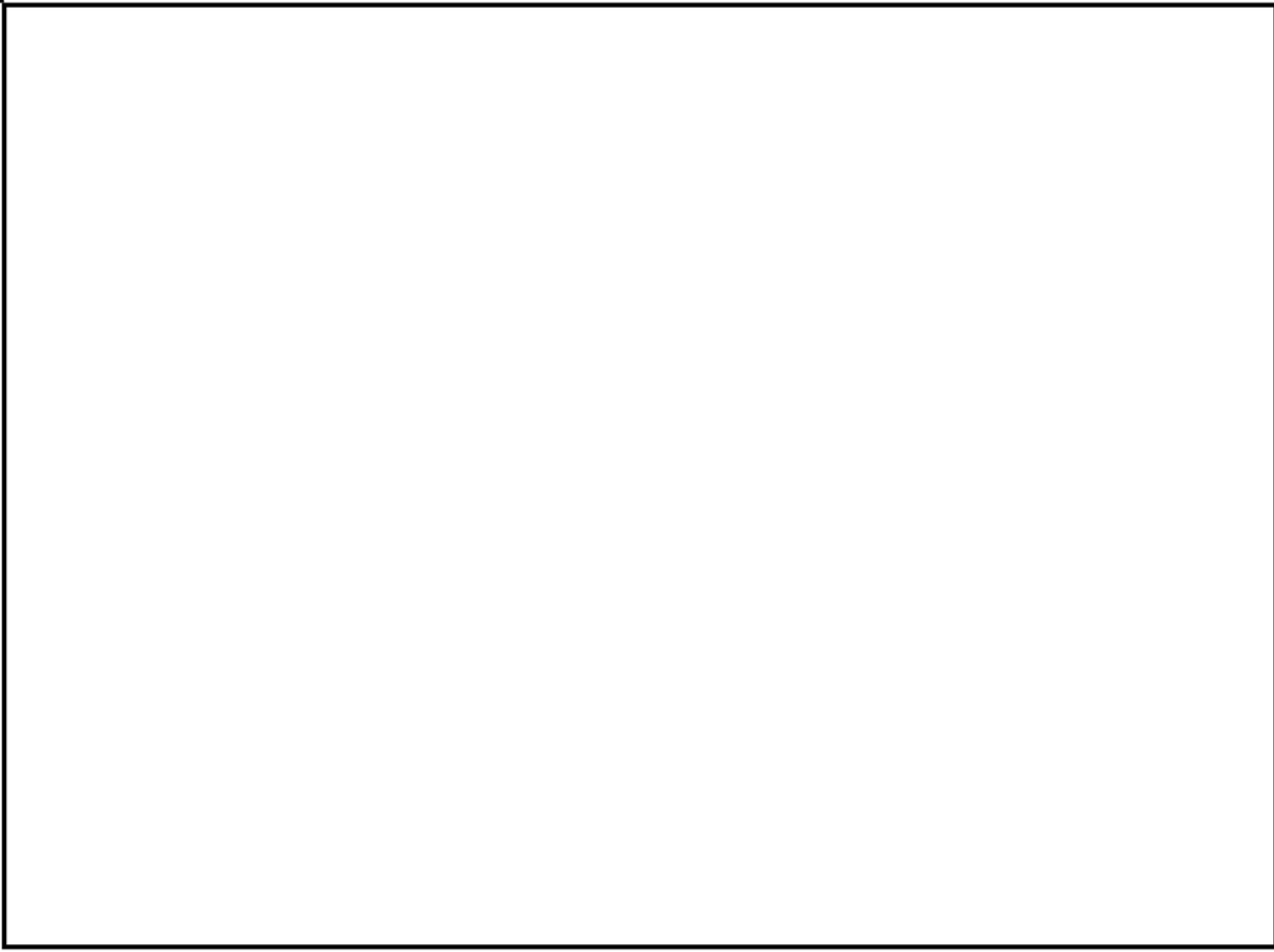
34

PWS

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~



(b) (3) - P.L. 86-36



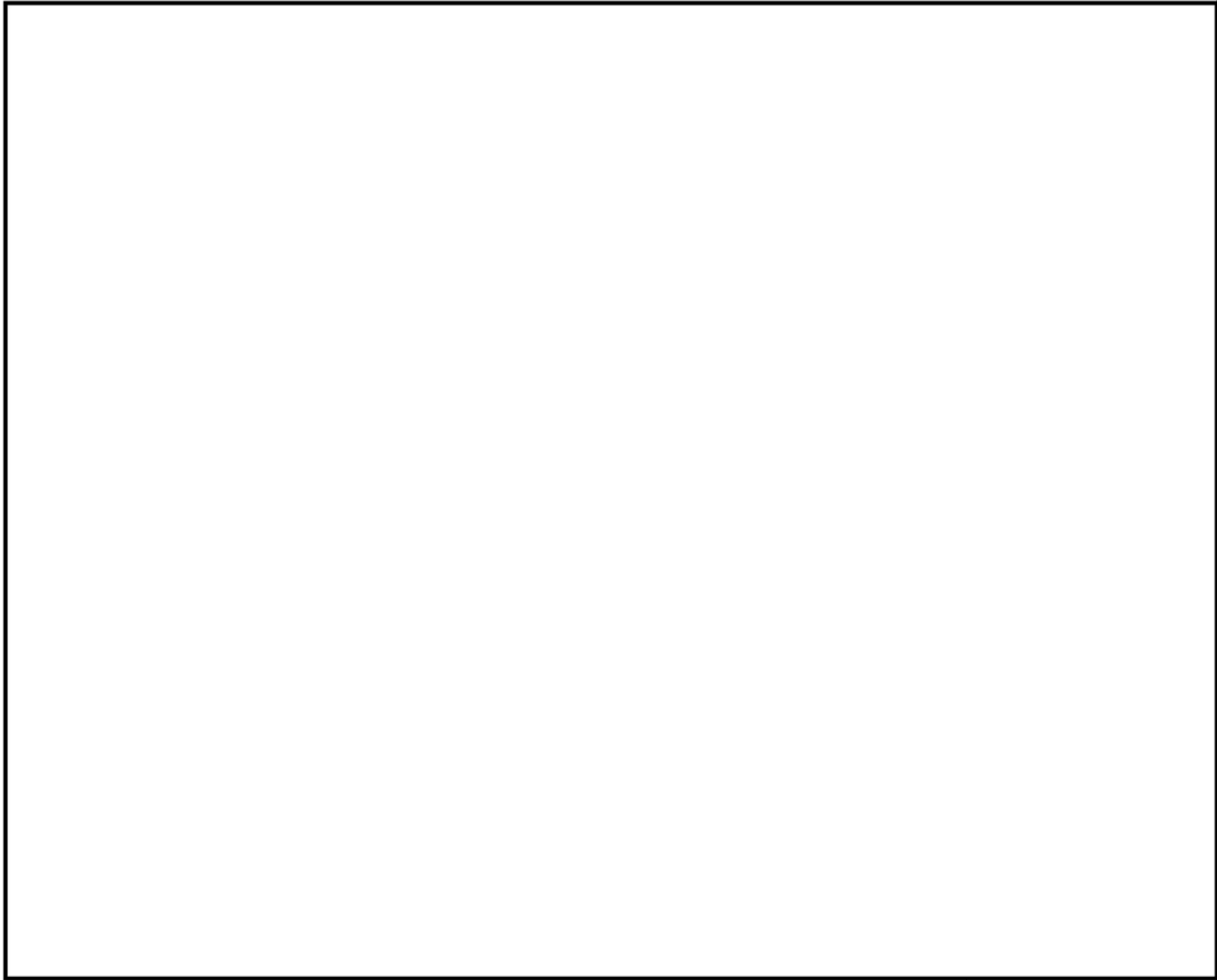
UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

35  
PWS

(b) (3) - P.L. 86-36

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

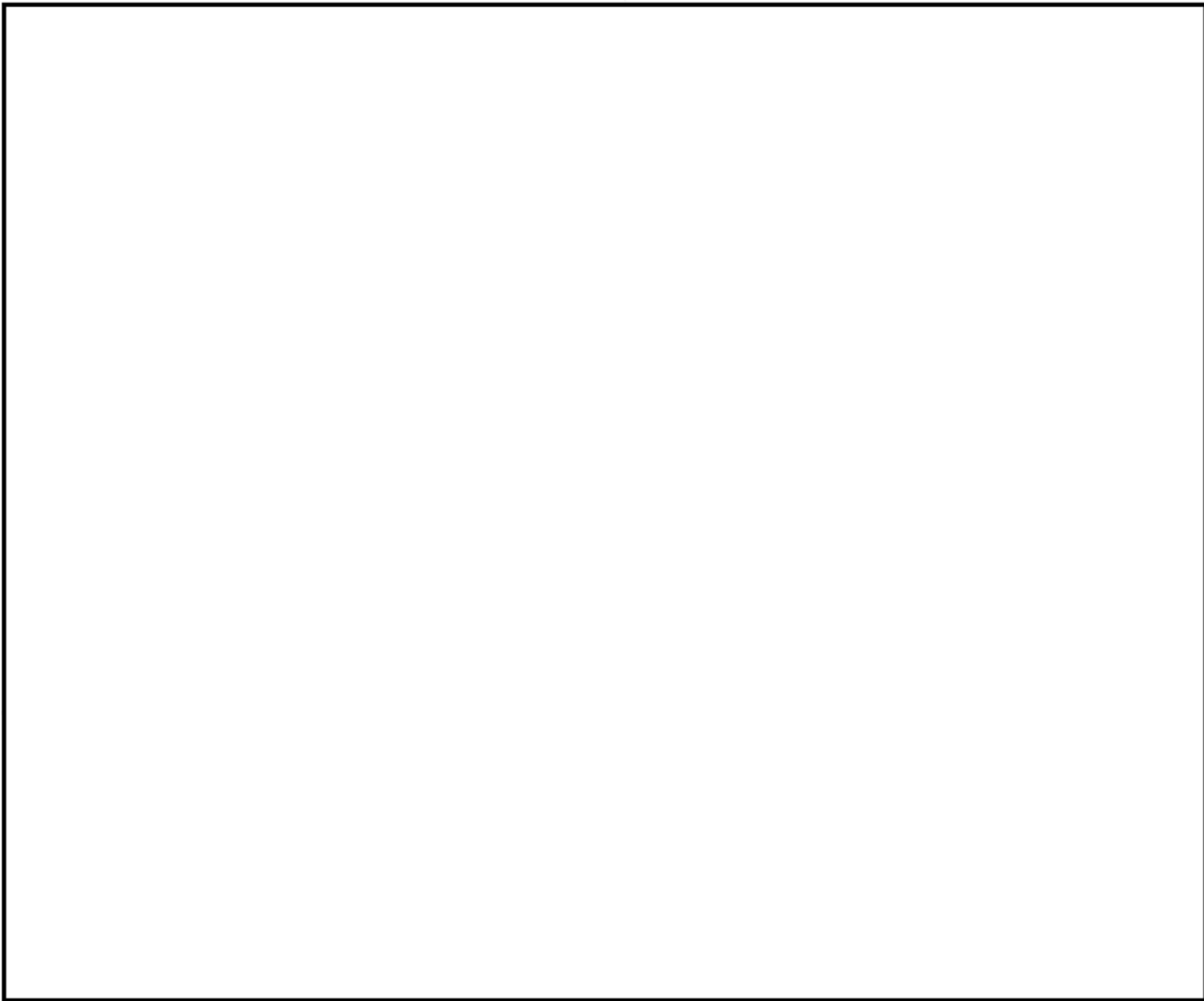


36  
PWS

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(b) (3) - P.L. 86-36

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~



37

PWS

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~



(b) (3) - P.L. 86-36

38

PWS

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~



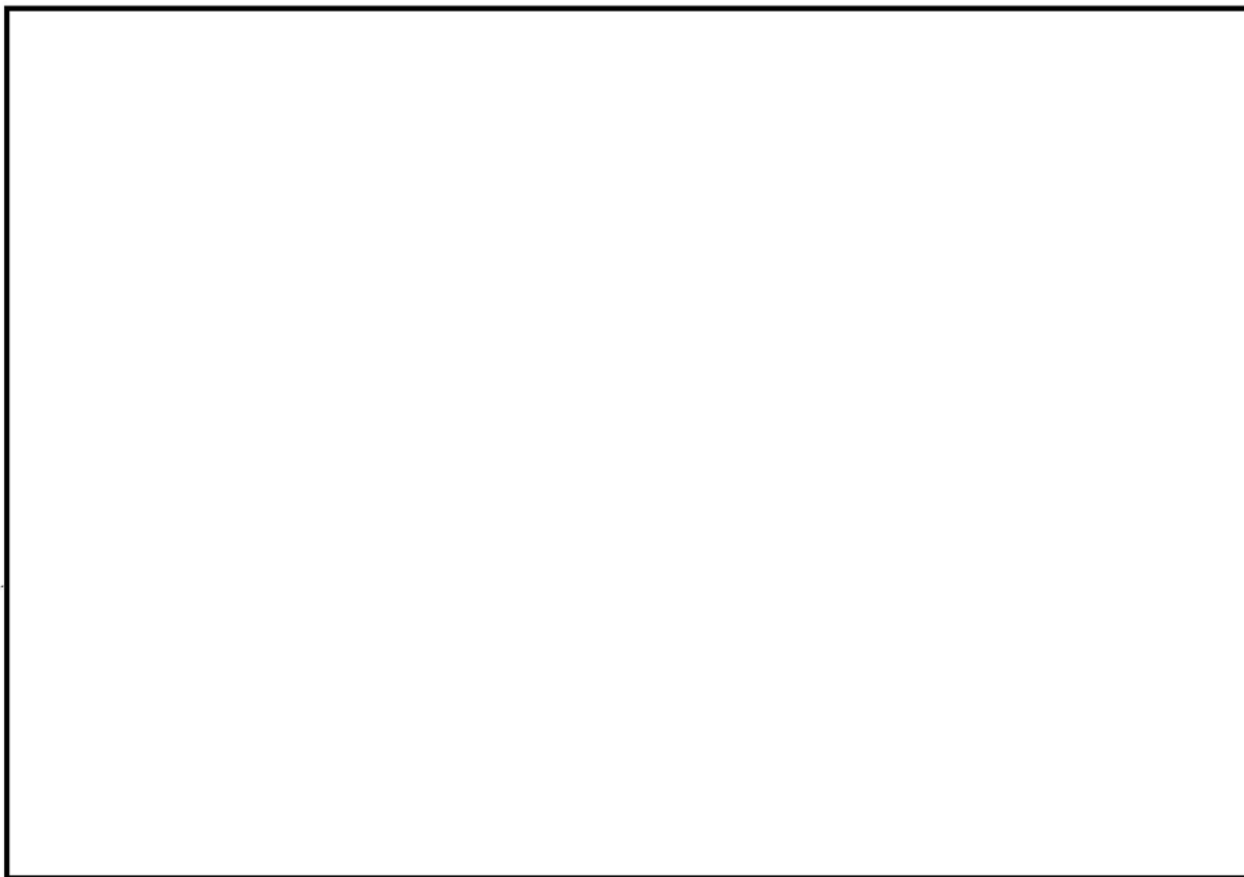
(b) (3) - P.L. 86-36

39

PWS


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UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~



(b) (3) - P.L. 86-36

40

 PWS

UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

~~UNCLASSIFIED//FOR OFFICIAL USE ONLY~~

IV-15-0047

(b) (3) - P.L. 86-36  
(b) (6)

**APPENDIX C**

(U) [ ] Time Sheets

for

**Pay Periods Ending 7 March 2013 through 25 July 2013**

~~UNCLASSIFIED//FOR OFFICIAL USE ONLY~~

(b) (3)-P.L. 86-36  
(b) (6)

(b) (3)-P.L. 86-36

Employee No:  
Employee Name:

Start Date:02/22/2013 End Date:03/07/2013

	02/22	02/23	02/24	02/25	02/26	02/27	02/28	Week1	03/01	03/02	03/03	03/04	03/05	03/06	03/07	Week2	Grand
	FRI	SAT	SUN	MON	TUE	WED	THU	Total	FRI	SAT	SUN	MON	TUE	WED	THU	Total	Total
R													1.00			1.00	1.00
O													1.00			1.00	1.00
R	10.00			5.00	4.00			19.00	5.00			10.00				15.00	34.00
O					1.00	5.00	5.00	11.00							10.00	10.00	21.00
R															2.00	2.00	2.00
O																	
R													6.00			6.00	6.00
O													5.50			5.50	5.50
R	8.00			8.00	5.00			21.00	8.00			8.00	2.00			18.00	39.00
O					3.00	8.00	8.00	19.00					6.00	8.00	8.00	22.00	41.00
R																	
O																	
R																	
O																	
R																	
O																	
R																	
O																	
TOTAL HOURS	18.00			13.00	9.00			40.00	13.00			18.00	9.00			40.00	80.00
					4.00	13.00	13.00	30.00					7.00	13.50	20.00	40.50	70.50

(b) (3)-P.L. 86-36  
(b) (4)

I CERTIFY AND ACCURATE STATEMENT

Correcting Time Sheet

Employee Signature

Supervisor Signature

[Handwritten signature]

[Handwritten signature]

(b) (6)



(b) (3)-P.L. 86-36  
(b) (6)

(b) (3)-P.L. 86-36

Employee No:  
Employee Name:

Start Date:03/08/2013 End Date:03/21/2013

	03/08	03/09	03/10	03/11	03/12	03/13	03/14	Week1	03/15	03/16	03/17	03/18	03/19	03/20	03/21	Week2	Grand
	FRI	SAT	SUN	MON	TUE	WED	THU	Total	FRI	SAT	SUN	MON	TUE	WED	THU	Total	Total
R				10.00				10.00	4.00			5.00	5.00			14.00	24.00
O						5.00	5.00	10.00						5.00	5.00	10.00	20.00
R																	
O																	
R	8.00				6.00			14.00									14.00
O					2.00			2.00									2.00
R													1.00			1.00	1.00
O													0.50			0.50	0.50
R	8.00			8.00				16.00	8.00			8.00	8.00	1.00		25.00	41.00
O					8.00	8.00	8.00	24.00						7.00	8.00	15.00	39.00
R																	
O															6.00	6.00	6.00
R																	
O																	
R																	
O																	
R																	
O																	
TOTAL HOURS	16.00			18.00	6.00			40.00	12.00			13.00	13.00	2.00		40.00	80.00
				10.00	13.00	13.00		36.00						12.50	19.00	31.50	67.50

(b) (3)-P.L. 86-36  
(b) (4)

I CERTIFY THIS IS A TRUE AND ACCURATE STATEMENT

Correcting Time Sheet

Employee

Supervisor Signature

(b) (6)

(b) (3)-P.L. 86-36  
(b) (6)

(b) (3)-P.L. 86-36

Employee No:  
Employee Name:

Start Date:03/22/2013 End Date:04/04/2013

[Redacted]

	03/22 FRI	03/23 SAT	03/24 SUN	03/25 MON	03/26 TUE	03/27 WED	03/28 THU	Week1 Total	03/29 FRI	03/30 SAT	03/31 SUN	04/01 MON	04/02 TUE	04/03 WED	04/04 THU	Week2 Total	Grand Total
R	4.00			10.00	5.00			19.00	4.00			4.00	4.00			12.00	31.00
O						4.00	4.00	8.00						4.00	4.00	8.00	16.00
R															1.50	1.50	1.50
O																	
R	8.00			8.00	5.00			21.00	8.00			8.00	8.00	4.00		28.00	49.00
O					3.00	8.00	8.00	19.00						4.00	8.00	12.00	31.00
R																	
O																	
R																	
O																	
R																	
O																	
R																	
O																	
TOTAL HOURS	12.00			18.00	10.00			40.00	12.00			12.00	12.00	4.00		40.00	80.00
					3.00	12.00	12.00	27.00						8.00	13.50	21.50	48.50

(b) (3)-P.L. 86-36  
(b) (4)

I CERTIFY THIS STATE AND ACCURATE STATEMENT

Employee

Supervisor Signature

Site Supervisor Signature

[Redacted Signature]

(b) (6)

Correcting Time Sheet

(b) (3)-P.L. 86-36  
(b) (4)

(b) (3)-P.L. 86-36

Employee No:  
Employee Name:

Start Date:04/05/2013 End Date:04/18/2013

	04/05	04/06	04/07	04/08	04/09	04/10	04/11	Week1	04/12	04/13	04/14	04/15	04/16	04/17	04/18	Week2	Grand
	FRI	SAT	SUN	MON	TUE	WED	THU	Total	FRI	SAT	SUN	MON	TUE	WED	THU	Total	Total
R	4.00			4.00	4.00			12.00	4.00			4.00	4.00			12.00	24.00
O						4.00	4.00	8.00						4.00	8.00	12.00	20.00
R													2.50			2.50	2.50
O																	
R																	
O																	
R	8.00			8.00	8.00	4.00		28.00	8.00			4.00	7.50			19.50	47.50
O						4.00	8.00	12.00					0.50	8.00	8.00	16.50	28.50
R										6.00						6.00	6.00
O																	
R																	
O																	
R																	
O																	
R																	
O																	
R																	
O																	
TOTAL HOURS	12.00			12.00	12.00	4.00		40.00	12.00	6.00		8.00	14.00			40.00	80.00
						8.00	12.00	20.00				0.50	12.00	16.00		28.50	48.50

(b) (3)-P.L. 86-36  
(b) (6)

I CERTIFY AND ACCURATE STATEMENT

Correcting Time Sheet

Emp. Signature Supervisor Signature

[Employee Signature]

[Supervisor Signature]

(b) (6)

(b) (3)-P.L. 86-36  
(b) (6)

(b) (3)-P.L. 86-36

Employee No:  
Employee Name:

Start Date:04/19/2013 End Date:05/02/2013

	04/19	04/20	04/21	04/22	04/23	04/24	04/25	Week1	04/26	04/27	04/28	04/29	04/30	05/01	05/02	Week2	Grand
	FRI	SAT	SUN	MON	TUE	WED	THU	Total	FRI	SAT	SUN	MON	TUE	WED	THU	Total	Total
	R O	4.00		4.00	8.00	2.00	5.00	16.00 7.00	8.00			4.00	4.00			16.00 4.00	32.00 11.00
	R O	8.00		8.00	8.00	8.00	8.00	24.00 16.00	8.00			8.00	8.00	8.00	8.00	24.00 16.00	48.00 32.00
	R O																
	R O																
	R O																
	R O																
	R O																
	R O																
	R O																
	R O																
	R O																
	R O																
	R O																
	R O																
TOTAL HOURS	R O	12.00		12.00	16.00	10.00	13.00	40.00 23.00	16.00			12.00	12.00	12.00	8.00	40.00 20.00	80.00 43.00

(b) (3)-P.L. 86-36  
(b) (4)

I CERTIFY THAT THE ABOVE IS AN ACCURATE STATEMENT

Employer Signature

Supervisor Signature

Correcting Time Sheet

(b) (6)

(b) (3)-P.L. 86-36  
(b) (6)

(b) (3)-P.L. 86-36

Employee No:  
Employee Name:

Start Date:05/03/2013 End Date:05/16/2013

	05/03	05/04	05/05	05/06	05/07	05/08	05/09	Week1	05/10	05/11	05/12	05/13	05/14	05/15	05/16	Week2	Grand
	FRI	SAT	SUN	MON	TUE	WED	THU	Total	FRI	SAT	SUN	MON	TUE	WED	THU	Total	Total
R	4.00			4.00	4.00			12.00	4.00			4.00	4.00			12.00	24.00
O						4.00		4.00						4.00	2.00	6.00	10.00
R							5.00	5.00				3.50				3.50	3.50
O																	5.00
R	0.83							0.83									0.83
O																	
R															4.50	4.50	4.50
O																	
R	8.00			8.00	8.00	3.17		27.17	8.00			8.00	8.00	0.50		24.50	51.67
O						4.83	8.00	12.83					7.50	8.00		15.50	28.33
R																	
O																	
R																	
O																	
R																	
O																	
R																	
O																	
R																	
O																	
R																	
O																	
TOTAL HOURS	R 12.83			12.00	12.00	3.17		40.00	12.00			15.50	12.00	0.50		40.00	80.00
	O					8.83	13.00	21.83						11.50	14.50	26.00	47.83

(b) (3)-P.L. 86-36  
(b) (4)

I CERTIFY THIS IS A COMPLETE AND ACCURATE STATEMENT

Correcting Time Sheet

Employ

(b) (6)

(b) (3)-P.L. 86-36  
(b) (6)

(b) (3)-P.L. 86-36

Employee No:  
Employee Name:

Start Date:05/17/2013 End Date:05/30/2013

	05/17	05/18	05/19	05/20	05/21	05/22	05/23	Week1	05/24	05/25	05/26	05/27	05/28	05/29	05/30	Week2	Grand
	FRI	SAT	SUN	MON	TUE	WED	THU	Total	FRI	SAT	SUN	MON	TUE	WED	THU	Total	Total
R	4.00			4.00	4.00			12.00	4.00				4.00	4.00		12.00	24.00
O						4.00	4.00	8.00							4.00	4.00	12.00
R														4.00		4.00	4.00
O							1.08	1.08									1.08
R																	
O																	
R	8.00			8.00	8.00	4.00		28.00	8.00			8.00	8.00			24.00	52.00
O						4.00	8.00	12.00						8.00	8.00	16.00	28.00
R												8.00				8.00	8.00
O																	
R																	
O																	
R																	
O																	
R																	
O																	
R																	
O																	
TOTAL HOURS	12.00			12.00	12.00	4.00		40.00	12.00			16.00	12.00	8.00		48.00	88.00
						8.00	13.08	21.08						8.00	12.00	20.00	41.08

(b) (3)-P.L. 86-36  
(b) (4)

I CERTIFY THAT THE ABOVE ACCURATE STATEMENTS  
Employee Supervisor Signature

Correcting Time Sheet [ ]

(b) (6)

(b) (3)-P.L. 86-36  
(b) (6)

(b) (3)-P.L. 86-36

Employee No:  
Employee Name:

Start Date:05/31/2013 End Date:06/13/2013

	05/31	06/01	06/02	06/03	06/04	06/05	06/06	Week1	06/07	06/08	06/09	06/10	06/11	06/12	06/13	Week2	Grand
	FRI	SAT	SUN	MON	TUE	WED	THU	Total	FRI	SAT	SUN	MON	TUE	WED	THU	Total	Total
R				4.00				4.00									4.00
O														3.00		3.00	3.00
R															3.00	3.00	3.00
O																	
R	4.00			4.00	4.00			12.00	4.00			4.00	4.00	4.00		16.00	28.00
O						4.00	4.00	8.00						4.00		4.00	12.00
R	8.00	8.00			8.00			24.00	8.00			8.00	8.00			24.00	48.00
O						8.00	8.00	16.00						8.00	8.00	16.00	32.00
R																	
O																	
R																	
O																	
R																	
O																	
R																	
O																	
R																	
O																	
TOTAL HOURS	12.00	8.00		8.00	12.00			40.00	12.00			12.00	12.00	4.00		40.00	80.00
						12.00	12.00	24.00						8.00	18.00	26.00	50.00

(b) (3)-P.L. 86-36  
(b) (4)

I CERTIFY THAT THIS IS AN ACCURATE STATEMENT

Correcting Time Sheet

Employee Signature

Site Supervisor Signature

[Handwritten signature area]

[Handwritten signature area]

(b) (6)

(b) (3)-P.L. 86-36  
(b) (6)

(b) (3)-P.L. 86-36

Employee No:  
Employee Name:

Start Date:06/14/2013 End Date:06/27/2013

	06/14	06/15	06/16	06/17	06/18	06/19	06/20	Week1	06/21	06/22	06/23	06/24	06/25	06/26	06/27	Week2	Grand
	FRI	SAT	SUN	MON	TUE	WED	THU	Total	FRI	SAT	SUN	MON	TUE	WED	THU	Total	Total
R	4.00							4.00									4.00
O																	
R	4.00			4.00	4.00			12.00	4.00			4.00	4.00	4.00		16.00	28.00
O						4.00	4.00	8.00							4.00	4.00	12.00
R	8.00			8.00	8.00			24.00	8.00			8.00	8.00			24.00	48.00
O						8.00	8.00	16.00						8.00	8.00	16.00	32.00
R																	
O																	
R																	
O																	
R																	
O																	
R																	
O																	
R																	
O																	
TOTAL HOURS	16.00			12.00	12.00			40.00	12.00			12.00	12.00	4.00		40.00	80.00
						12.00	12.00	24.00						8.00	12.00	20.00	44.00

(b) (3)-P.L. 86-36  
(b) (4)

I CERTIFY THIS IS A TRUE AND ACCURATE STATEMENT

Employee

Correcting Time Sheet

(b) (6)



(b) (3)-P.L. 86-36  
(b) (6)

(b) (3)-P.L. 86-36

Employee No:  
Employee Name:

Start Date:06/28/2013 End Date:07/11/2013

	06/28	06/29	06/30	07/01	07/02	07/03	07/04	Week1	07/05	07/06	07/07	07/08	07/09	07/10	07/11	Week2	Grand
	FRI	SAT	SUN	MON	TUE	WED	THU	Total	FRI	SAT	SUN	MON	TUE	WED	THU	Total	Total
	R 4.00			4.00	4.00			12.00	4.00			4.00	4.00			12.00	24.00
	O					4.00	4.00	8.00					4.00	4.00		8.00	16.00
	R			2.00	2.00			4.00					4.00			4.00	8.00
	O												4.00	4.00		8.00	8.00
	R 8.00			8.00	8.00			24.00	8.00			8.00	8.00			24.00	48.00
	O					8.00	8.00	16.00					8.00	8.00		16.00	32.00
	R						8.00	8.00									8.00
	O																
	R																
	O																
	R																
	O																
	R																
	O																
	R																
	O																
TOTAL HOURS	R 12.00			14.00	14.00		8.00	48.00	12.00			12.00	16.00			40.00	88.00
	O					12.00	12.00	24.00					16.00	16.00		32.00	56.00

(b) (3)-P.L. 86-36  
(b) (4)

I CERTIFY  
Emp.

Correcting Time Sheet

(b) (6)

(b) (3)-P.L. 86-36  
(b) (6)

(b) (3)-P.L. 86-36

Employee No:  
Employee Name:

Start Date:07/12/2013 End Date:07/25/2013

	07/12	07/13	07/14	07/15	07/16	07/17	07/18	Week1	07/19	07/20	07/21	07/22	07/23	07/24	07/25	Week2	Grand
	FRI	SAT	SUN	MON	TUE	WED	THU	Total	FRI	SAT	SUN	MON	TUE	WED	THU	Total	Total
IR	4.00			4.00	4.00			12.00	4.00			4.00	4.00			12.00	24.00
IO						4.00	4.00	8.00						4.00	4.00	8.00	16.00
IR	4.00			4.00				8.00	4.00							4.00	12.00
IO					4.00	4.00	4.00	12.00									12.00
IR												4.00				4.00	4.00
IO												4.00	4.00	4.00		12.00	12.00
IR	8.00			8.00	4.00			20.00	8.00			8.00	4.00			20.00	40.00
IO					4.00	8.00	8.00	20.00				4.00	8.00	8.00		20.00	40.00
IR																	
IO																	
IR																	
IO																	
IR																	
IO																	
IR																	
IO																	
TOTAL HOURS	IR	16.00		16.00	8.00			40.00	16.00			16.00	8.00			40.00	80.00
	IO				8.00	16.00	16.00	40.00				8.00	16.00	16.00		40.00	80.00

(b) (3)-P.L. 86-36  
(b) (4)

I CERTIFY STATEMENT

Correcting Time Sheet

Employee Signature: [Redacted]

Site Supervisor Signature: [Redacted]

(b) (6)

**APPENDIX D**

Contract

Dated 30 January 2012

⋮

(b) (3) - P.L. 86-36

(b) (3) - P.L. 86-36  
(b) (4)  
(b) (6)

(b) (3) - P.L. 86-36  
(b) (4)

(b) (3) - P.L. 86-36  
(b) (4)

(b) (3) - P.L. 86-36  
(b) (4)

(b) (3) - P.L. 86-36  
(b) (4)



(b) (3) - P.L. 86-36  
(b) (4)

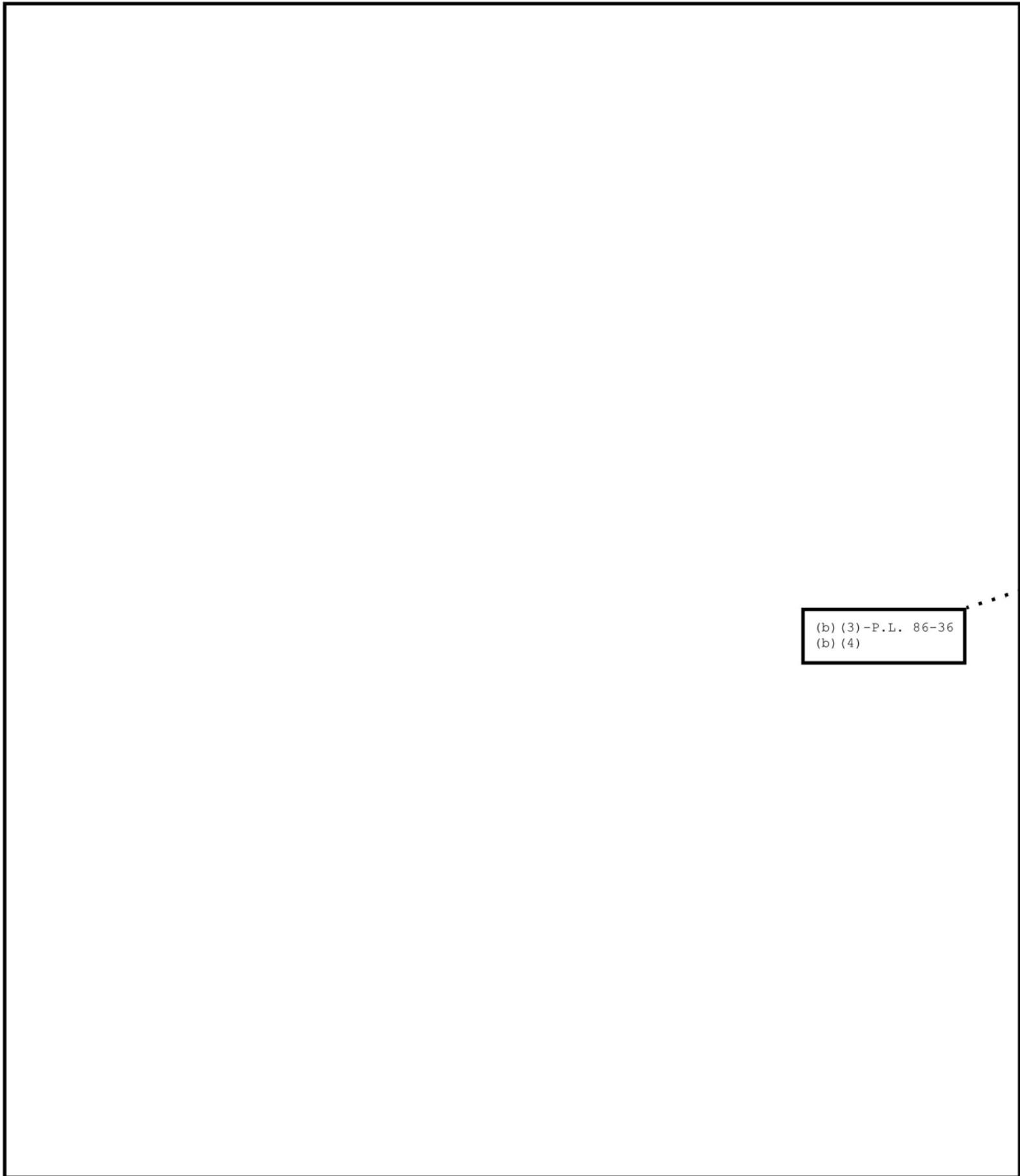
(b) (3) - P.L. 86-36  
(b) (4)

.....

(b) (3) - P.L. 86-36  
(b) (4)

(b) (3) - P.L. 86-36  
(b) (4)

(b) (3) - P.L. 86-36  
(b) (4)



(b) (3) - P.L. 86-36  
(b) (4)

(b) (3) - P.L. 86-36  
(b) (4)

(b) (3) - P.L. 86-36  
(b) (4)



(b) (3) - P.L. 86-36  
(b) (4)

(b) (3) - P.L. 86-36  
(b) (4)

(b) (3) - P.L. 86-36  
(b) (4)

(b) (3) - P.L. 86-36  
(b) (4)

(b) (3) - P.L. 86-36  
(b) (4)

(b) (3) - P.L. 86-36  
(b) (4)

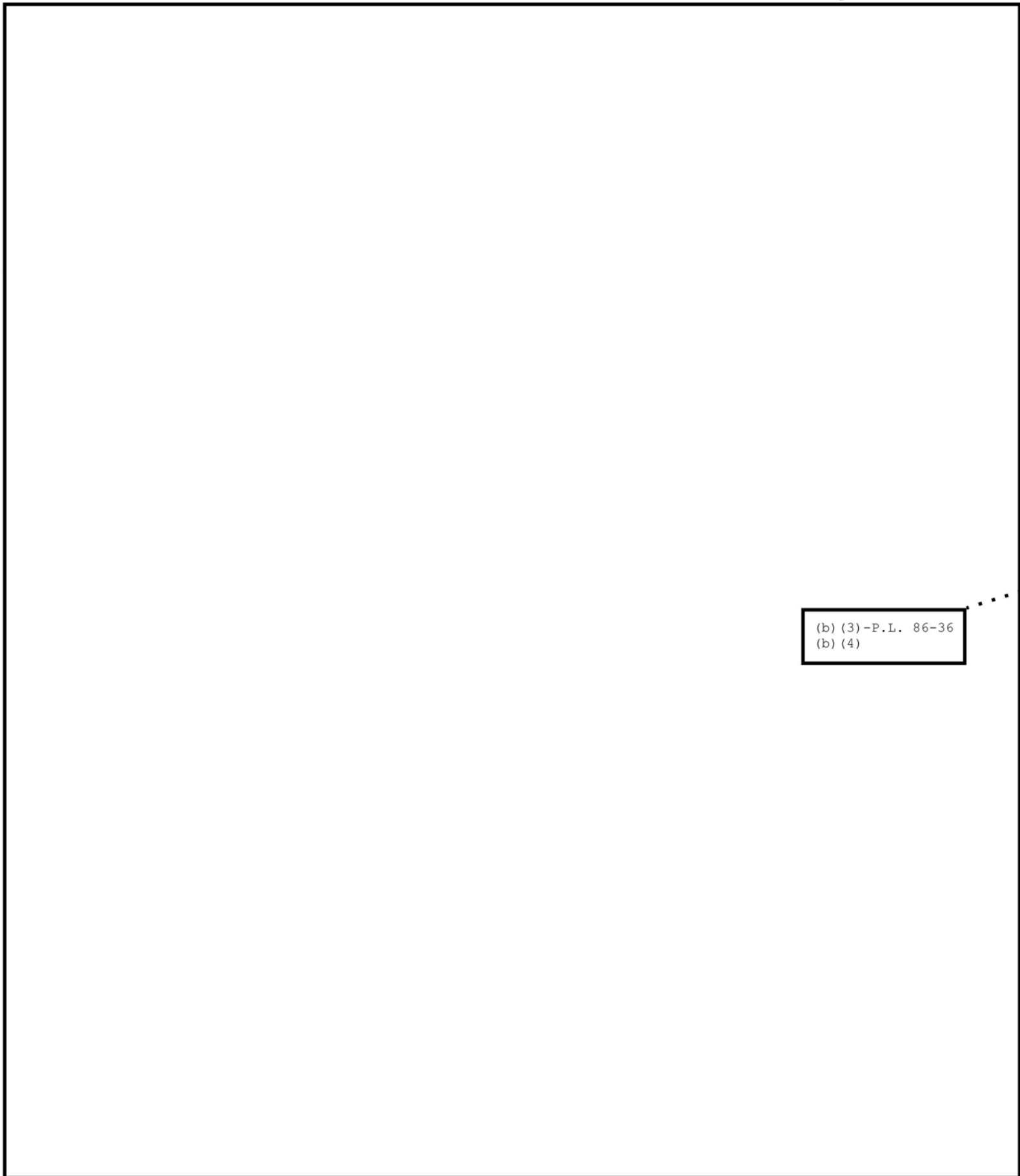
(b) (3) - P.L. 86-36  
(b) (4)

2025 RELEASE UNDER E.O. 14176

(b) (3) - P.L. 86-36  
(b) (4)



(b) (3) - P.L. 86-36  
(b) (4)



(b) (3) - P.L. 86-36  
(b) (4)

(b) (3) - P.L. 86-36  
(b) (4)

(b) (3) - P.L. 86-36  
(b) (4)

(b) (3) - P.L. 86-36  
(b) (4)

(b) (3) - P.L. 86-36  
(b) (4)

(b) (3) - P.L. 86-36  
(b) (4)

(b) (3) - P.L. 86-36  
(b) (4)



(b) (3) - P.L. 86-36  
(b) (4)

(b) (3) - P.L. 86-36  
(b) (4)

(b) (3) - P.L. 86-36  
(b) (4)

(b) (3) - P.L. 86-36  
(b) (4)

(b) (3) - P.L. 86-36  
(b) (4)

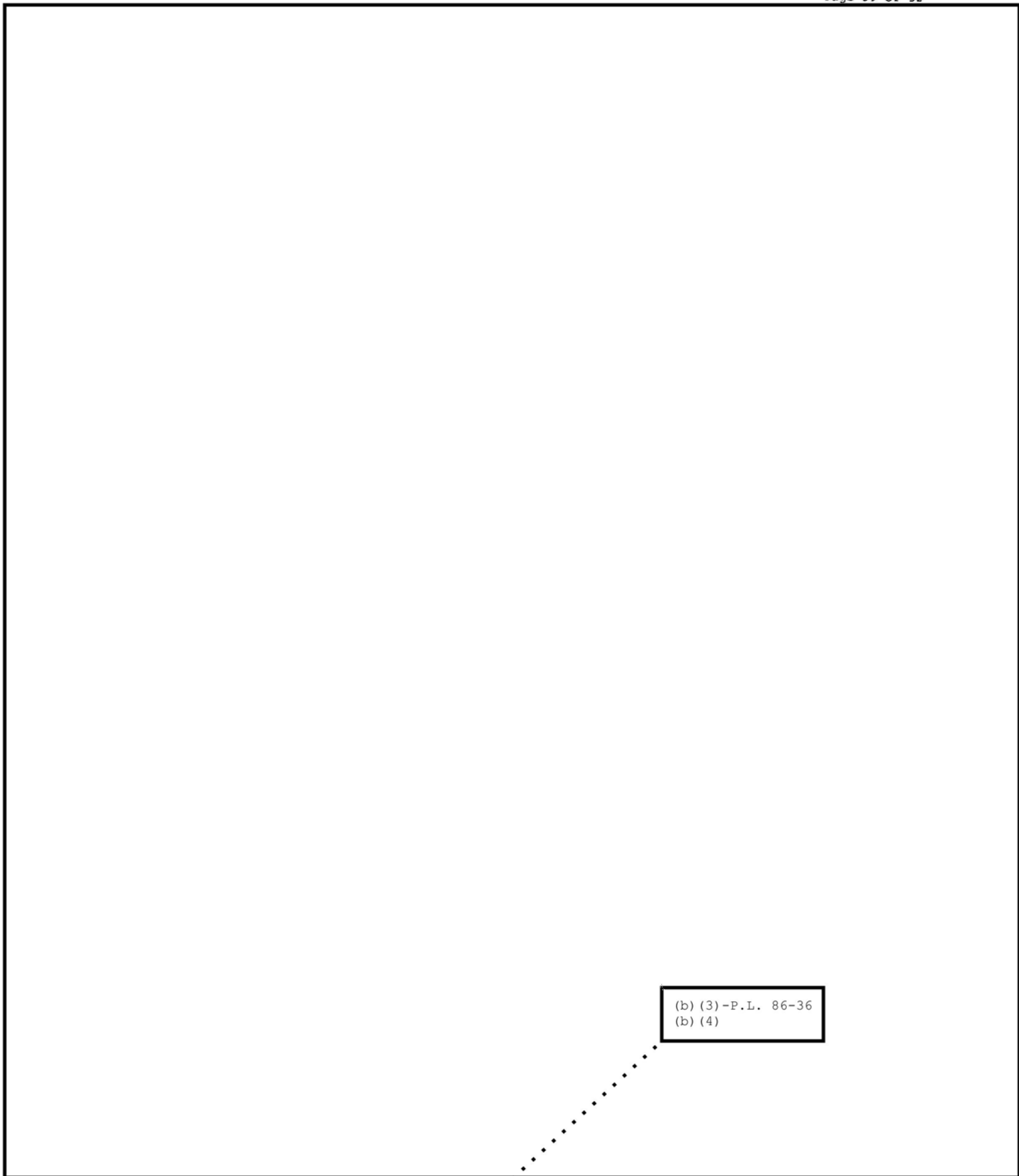
(b) (3) - P.L. 86-36  
(b) (4)

(b) (3) - P.L. 86-36  
(b) (4)

(b) (3) - P.L. 86-36  
(b) (4)

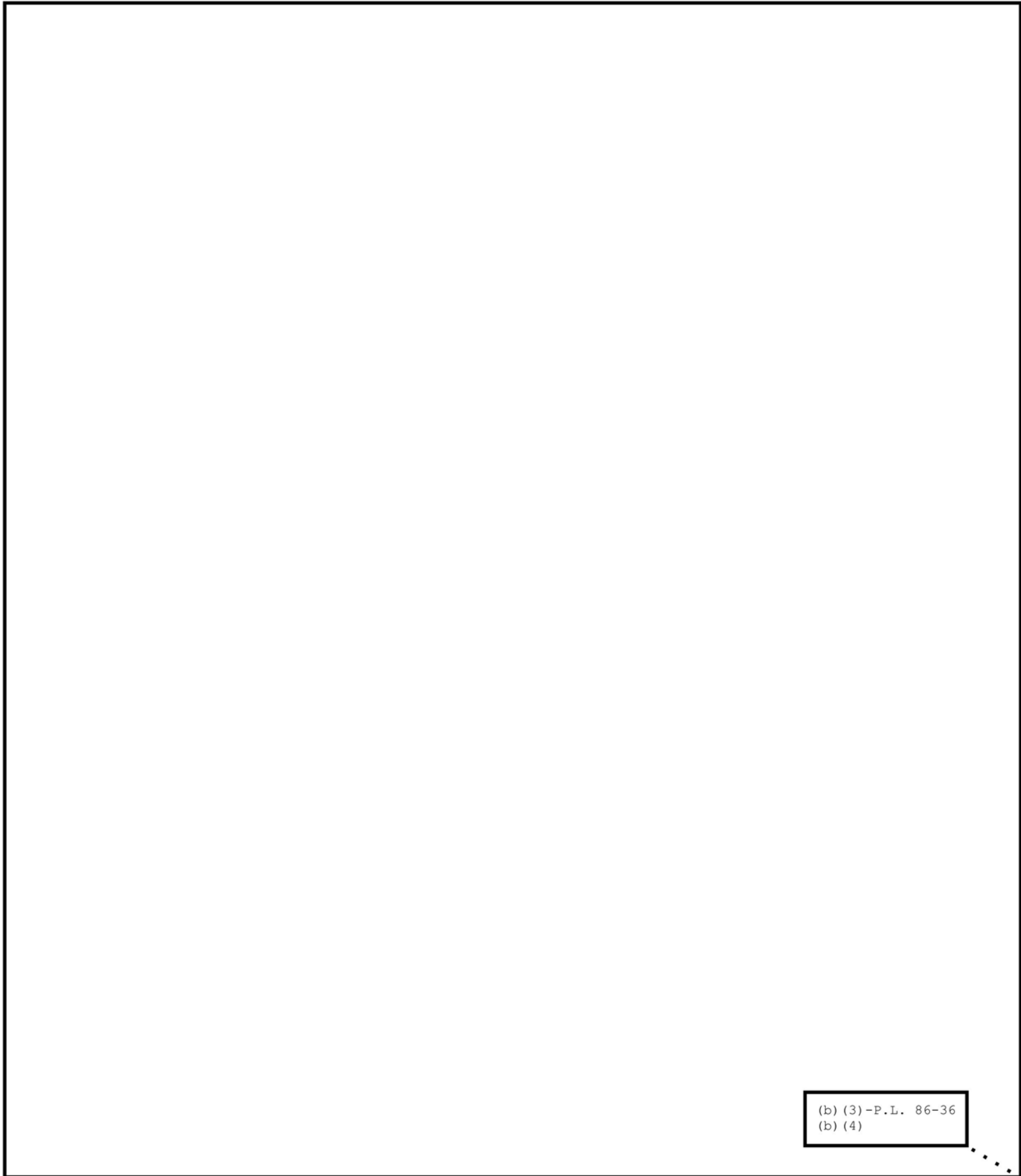


(b) (3) - P.L. 86-36  
(b) (4)



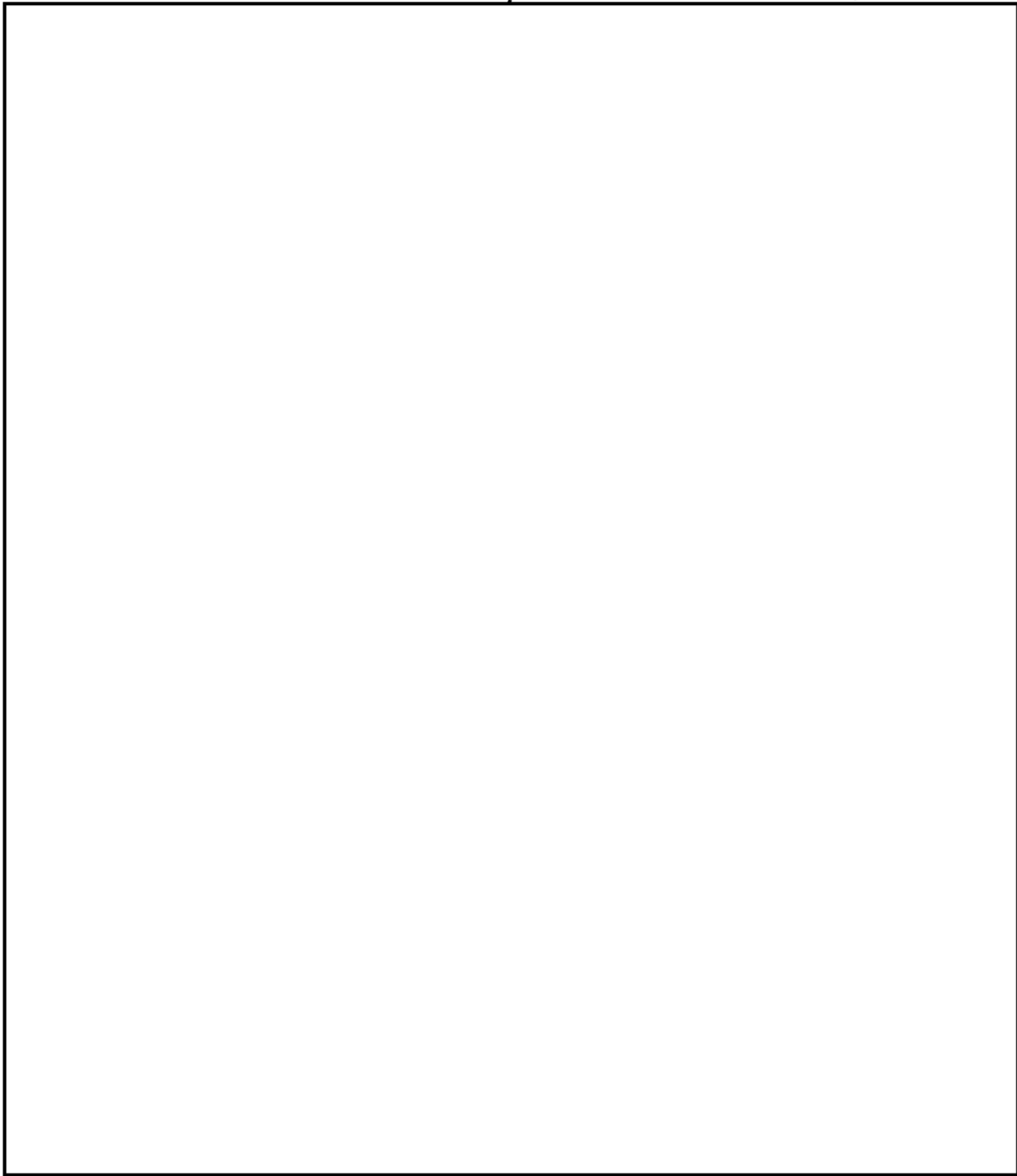
(b) (3) - P.L. 86-36  
(b) (4)

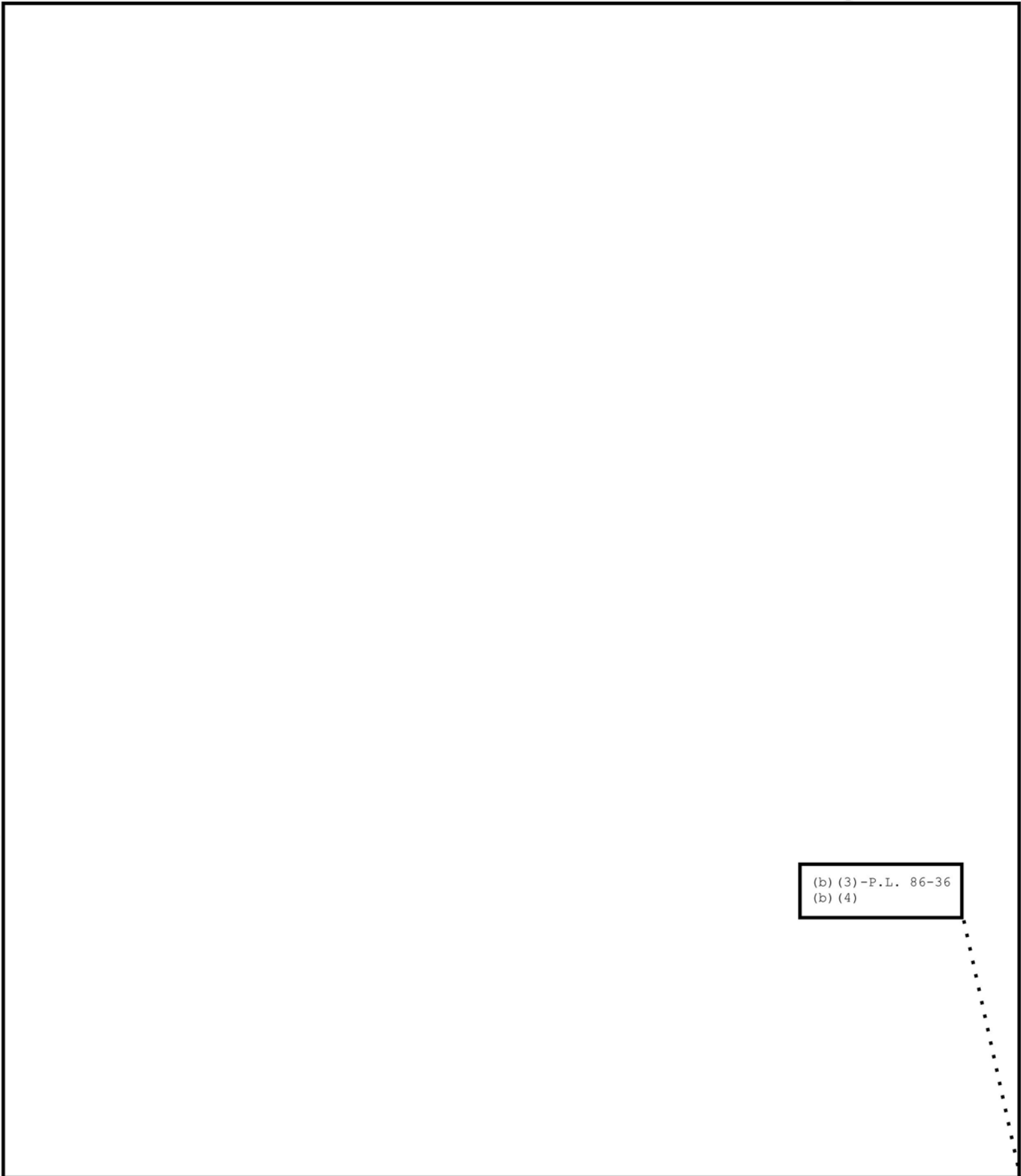
(b) (3) - P.L. 86-36  
(b) (4)



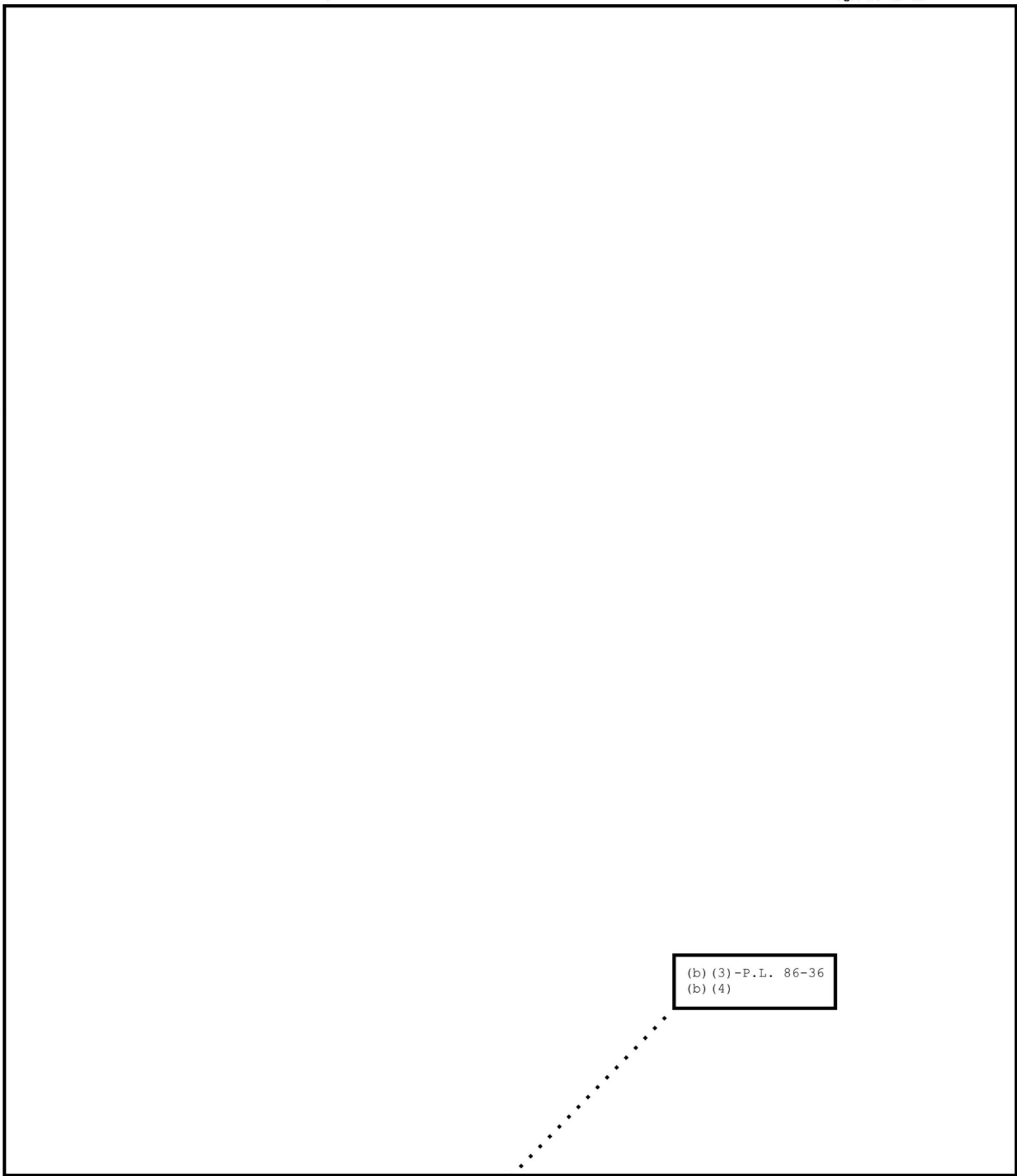
(b) (3) - P.L. 86-36  
(b) (4)

(b) (3) - P.L. 86-36  
(b) (4)

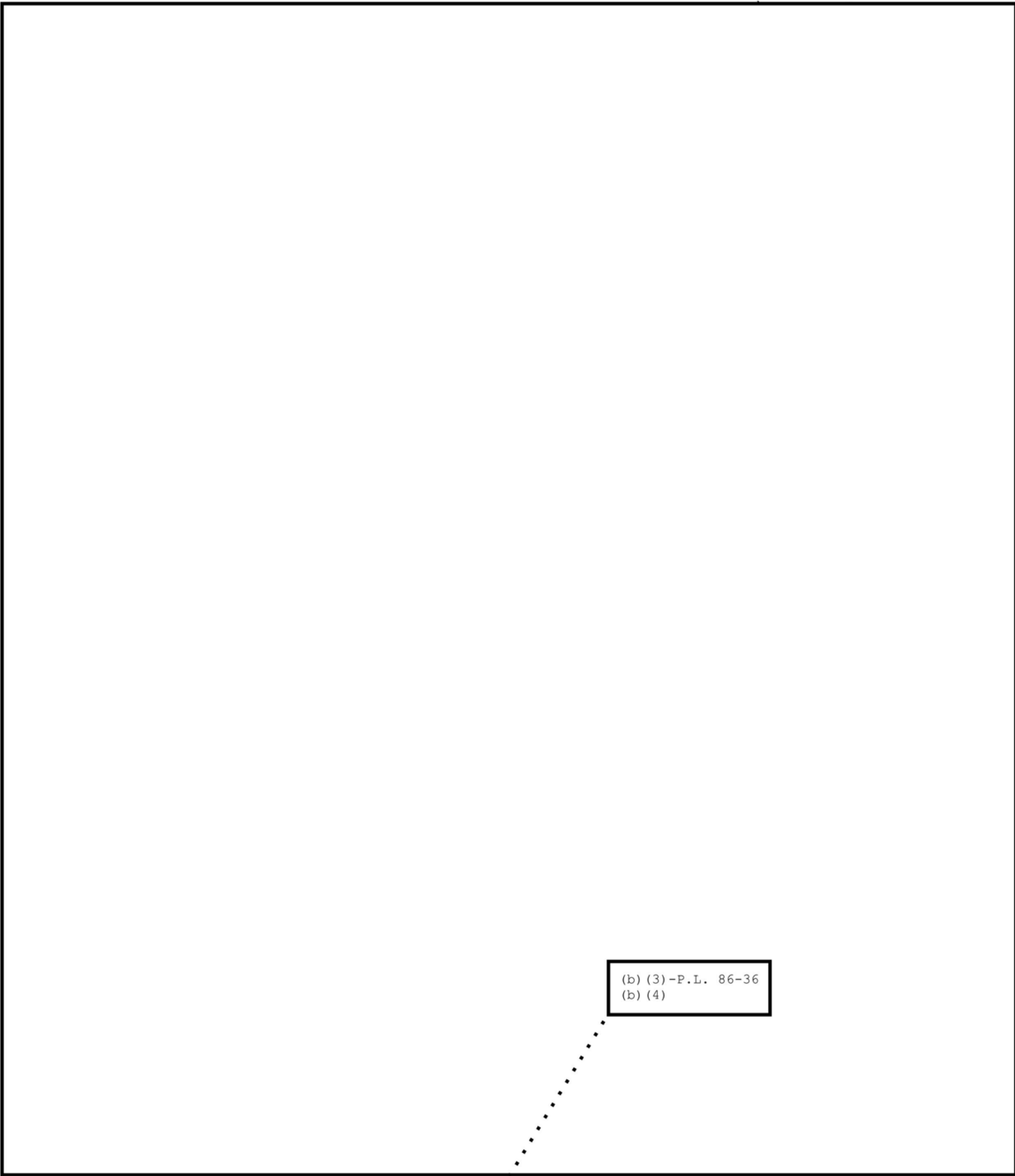




(b) (3) - P.L. 86-36  
(b) (4)



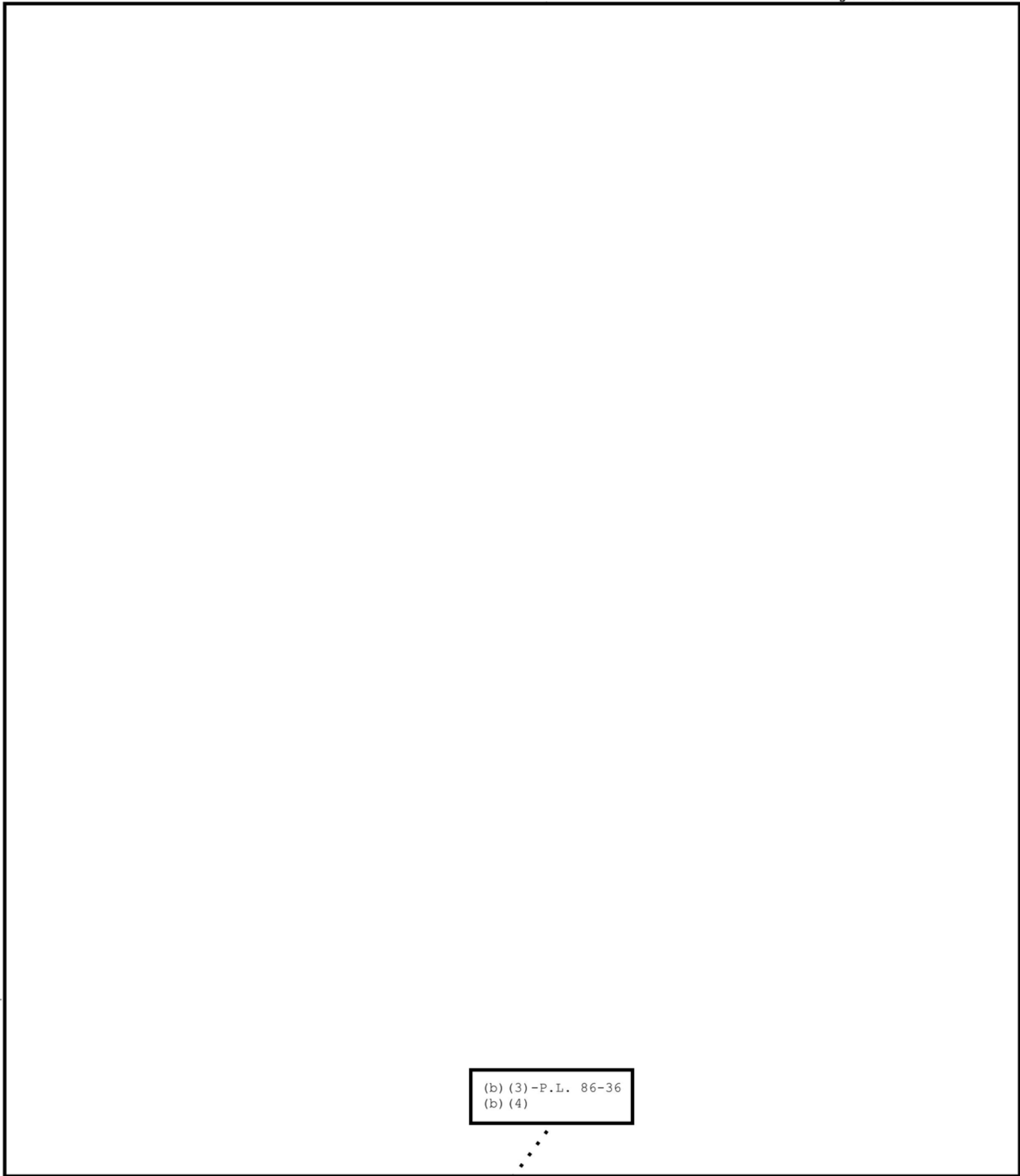
(b) (3) -P.L. 86-36  
(b) (4)



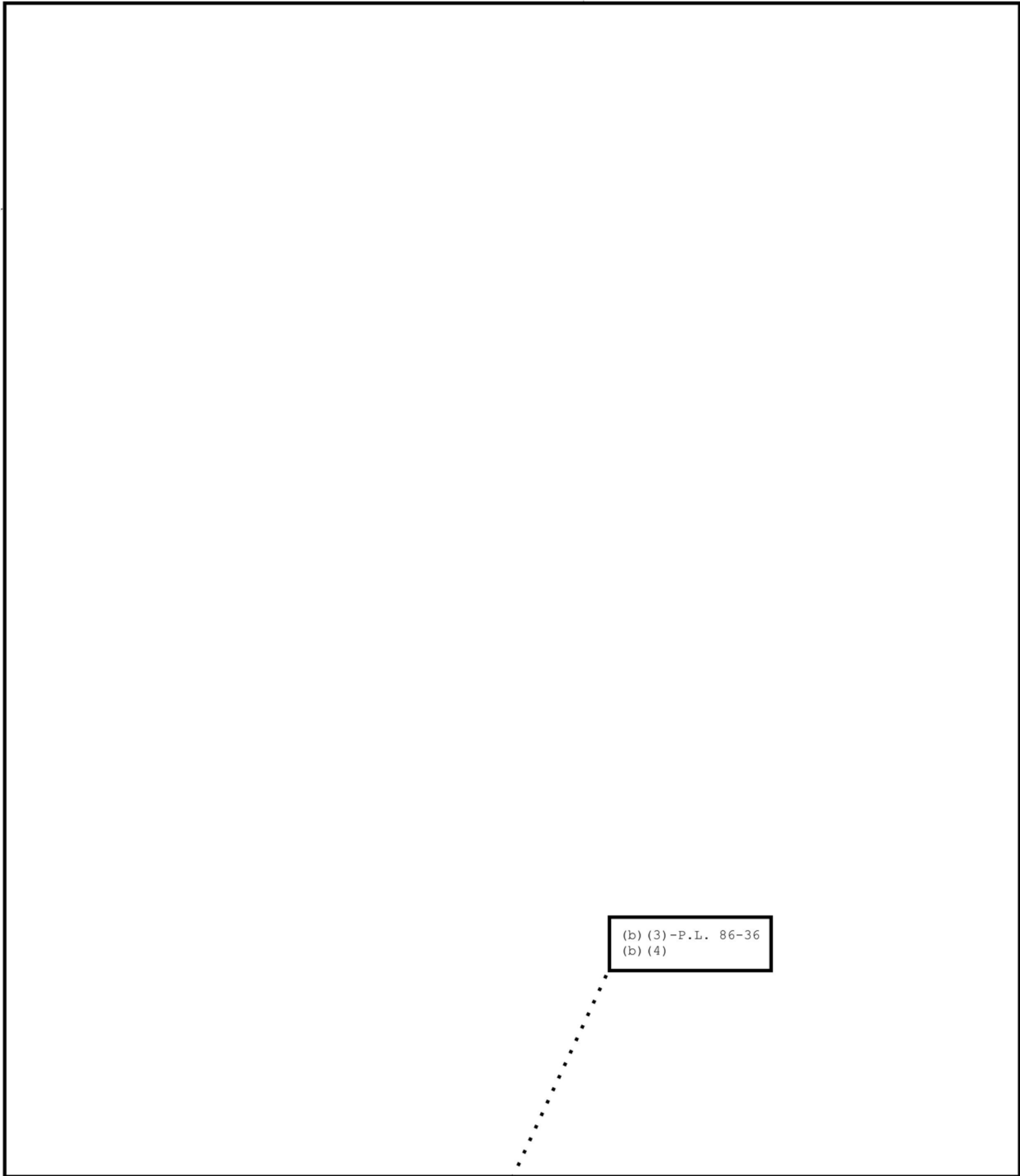
(b) (3) - P.L. 86-36  
(b) (4)



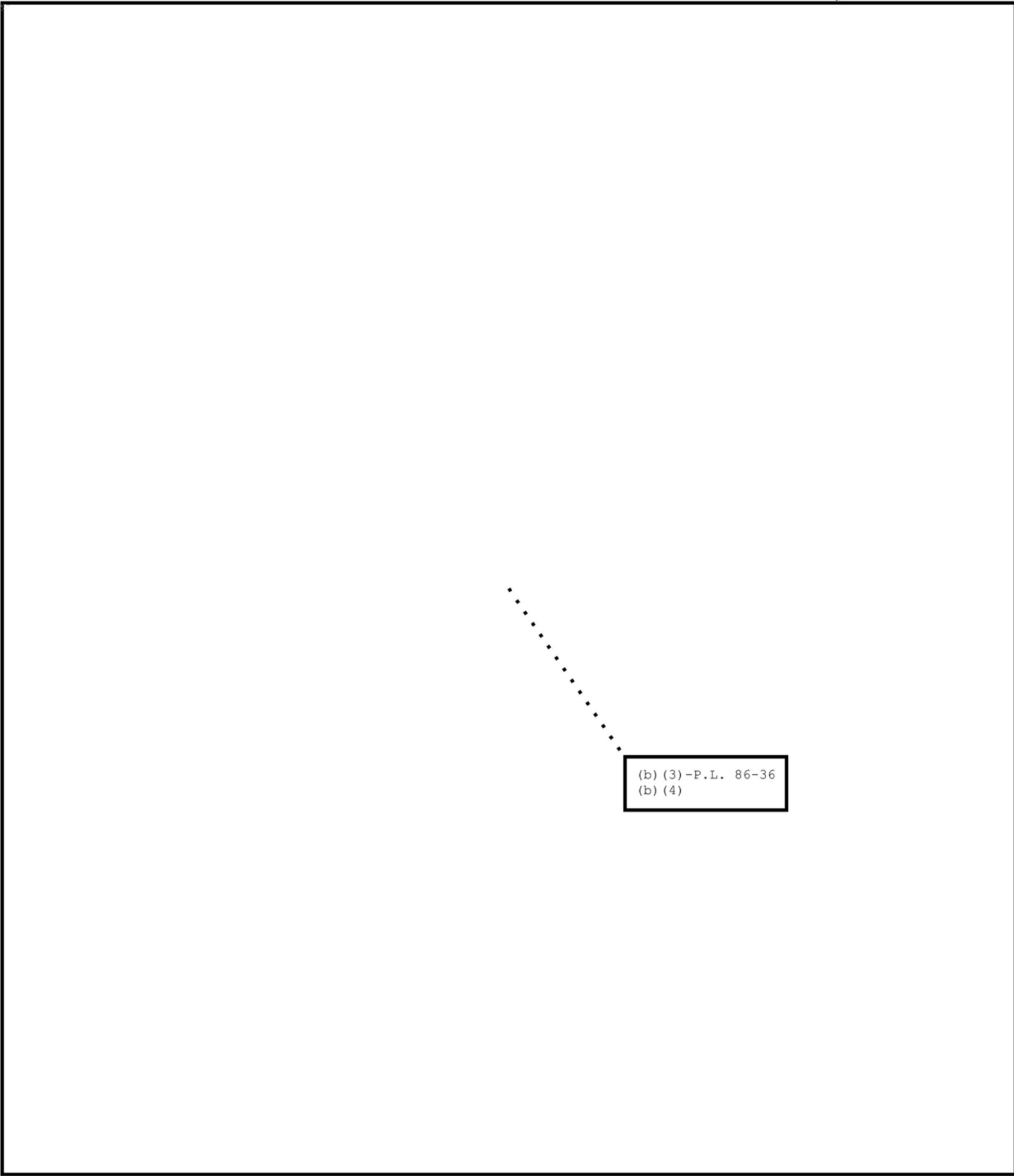
(b) (3) - P.L. 86-36  
(b) (4)



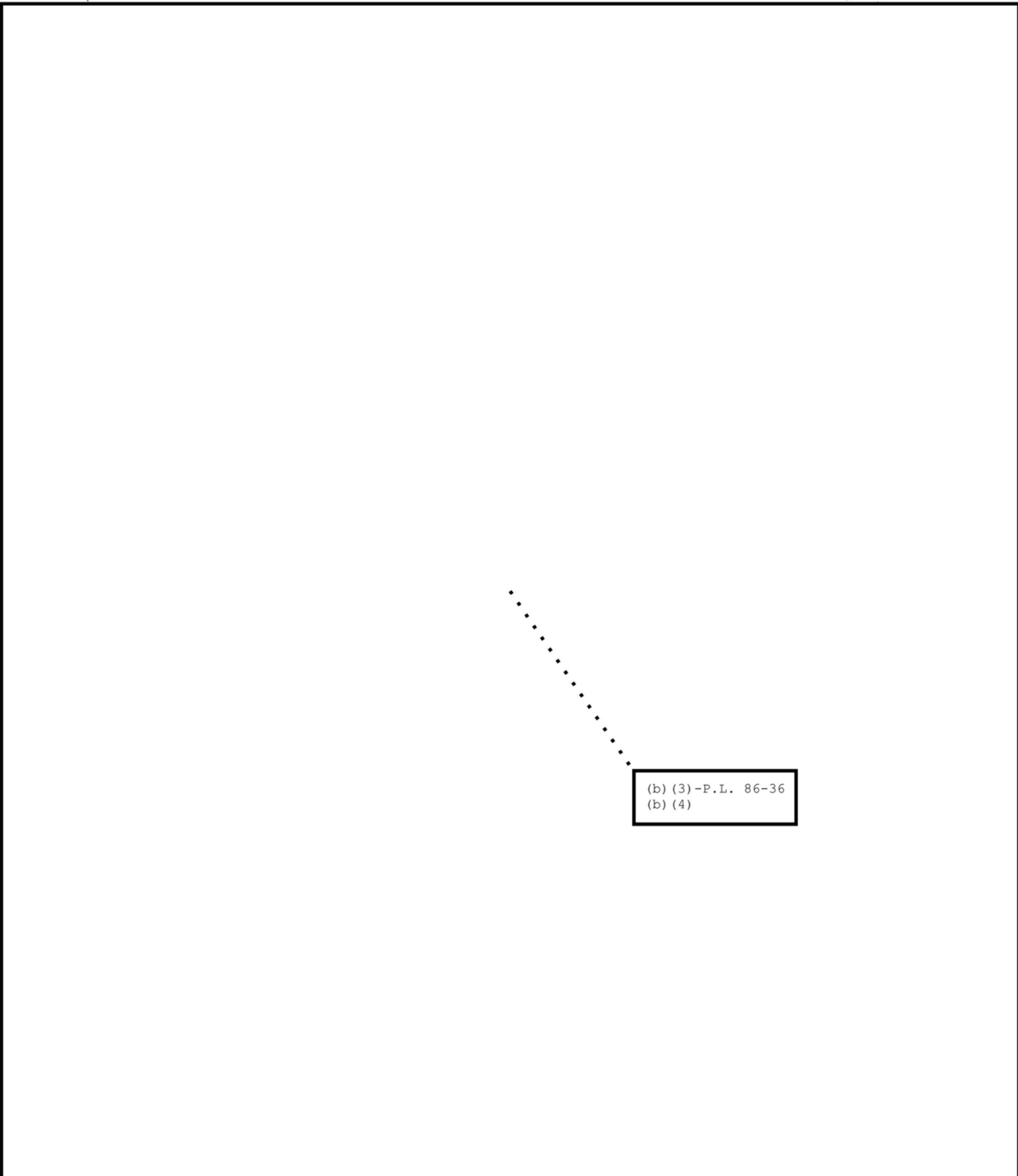
(b) (3) - P.L. 86-36  
(b) (4)



(b) (3) - P.L. 86-36  
(b) (4)



(b) (3) - P.L. 86-36  
(b) (4)



(b) (3) - P.L. 86-36  
(b) (4)

(b) (3) - P.L. 86-36  
(b) (4)

.....



(b) (3) - P.L. 86-36  
(b) (4)

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IV-15-0047

**APPENDIX E**

(U) Billing Chart, Contract

[Redacted]

Dated 30 January 2012

[Redacted] (b) (3) - P.L. 86-36

~~UNCLASSIFIED//FOR OFFICIAL USE ONLY~~



(b) (3) - P.L. 86-36  
(b) (4)

~~UNCLASSIFIED//FOR OFFICIAL USE ONLY~~

IV-15-0047

(b) (3) - P.L. 86-36  
(b) (6)

**APPENDIX F**

(U) Chart of  Overtime Hours

For

Pay Periods ending 7 March 2013 through 25 July 2013

~~UNCLASSIFIED//FOR OFFICIAL USE ONLY~~

UNCLASSIFIED//FOR OFFICIAL USE ONLY

OVERTIME HOURS on [redacted] Timesheets - [redacted] - 2013

Pay Period Ending	[redacted]	[redacted]	[redacted]
3/7/13	57	13.50	
3/21/13	44	17.50	6
4/4/13	47	1.50	
4/18/13	46.50		
5/2/13	43		
5/16/13	47	1	
5/30/13	36	5	
6/13/13	10	40	
6/27/13	4	40	
7/11/13	16	40	
7/25/13	24	56	
<b>TOTAL</b>	374.50	214.50	6

(b) (3) - P.L. 86-36

(b) (3) - P.L. 86-36  
(b) (6)

<sup>1</sup> (U//FOUO) This chart was compiled by the OIG to document the overtime hours [redacted] indicated he worked on his timesheets, copies of which were provided to the OIG by [redacted] (Appendix C). The headings of each column refer to the position [redacted] documented on his timesheet as having worked. [redacted] is a [redacted]. The overtime rate for a [redacted] was \$41.00 in 2013. The overtime rate for an [redacted] was \$36.69 in 2013; the [redacted] overtime rate was \$45.63.

(b) (3) - P.L. 86-36  
(b) (4)

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IV-15-0047

## APPENDIX G

(U)

[REDACTED]

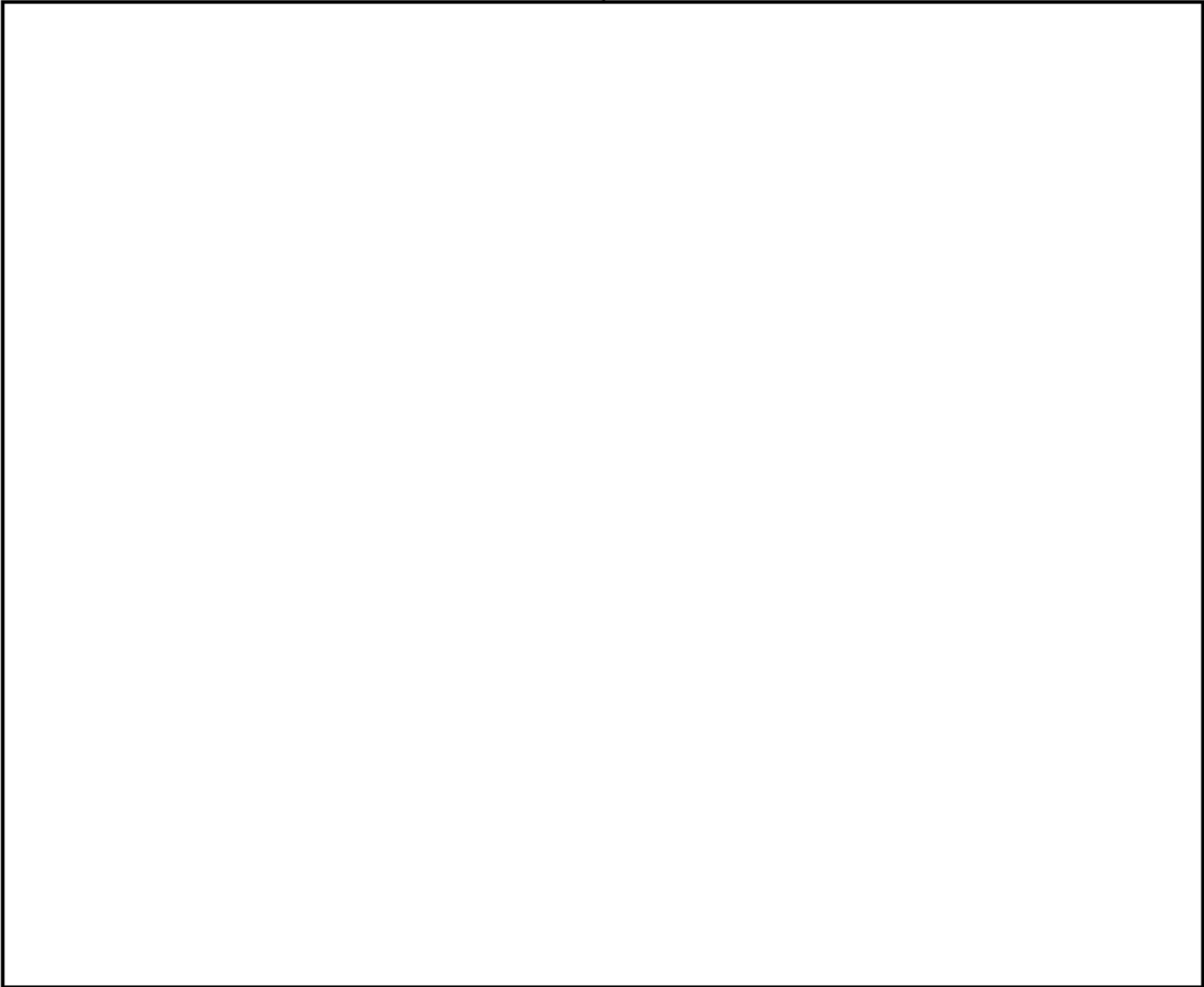
...

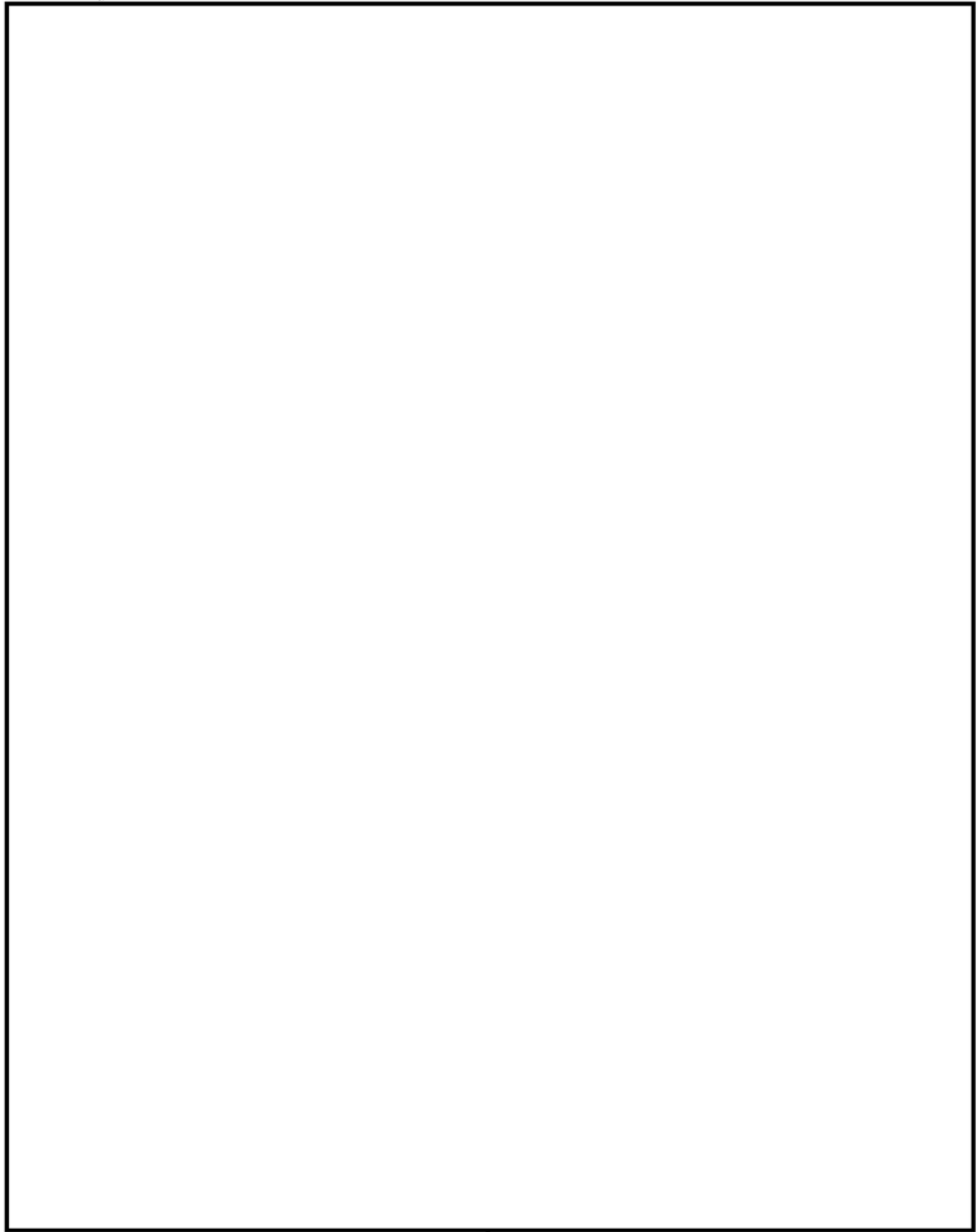
(b) (3) - P.L. 86-36

Employee Handbook (Portions)

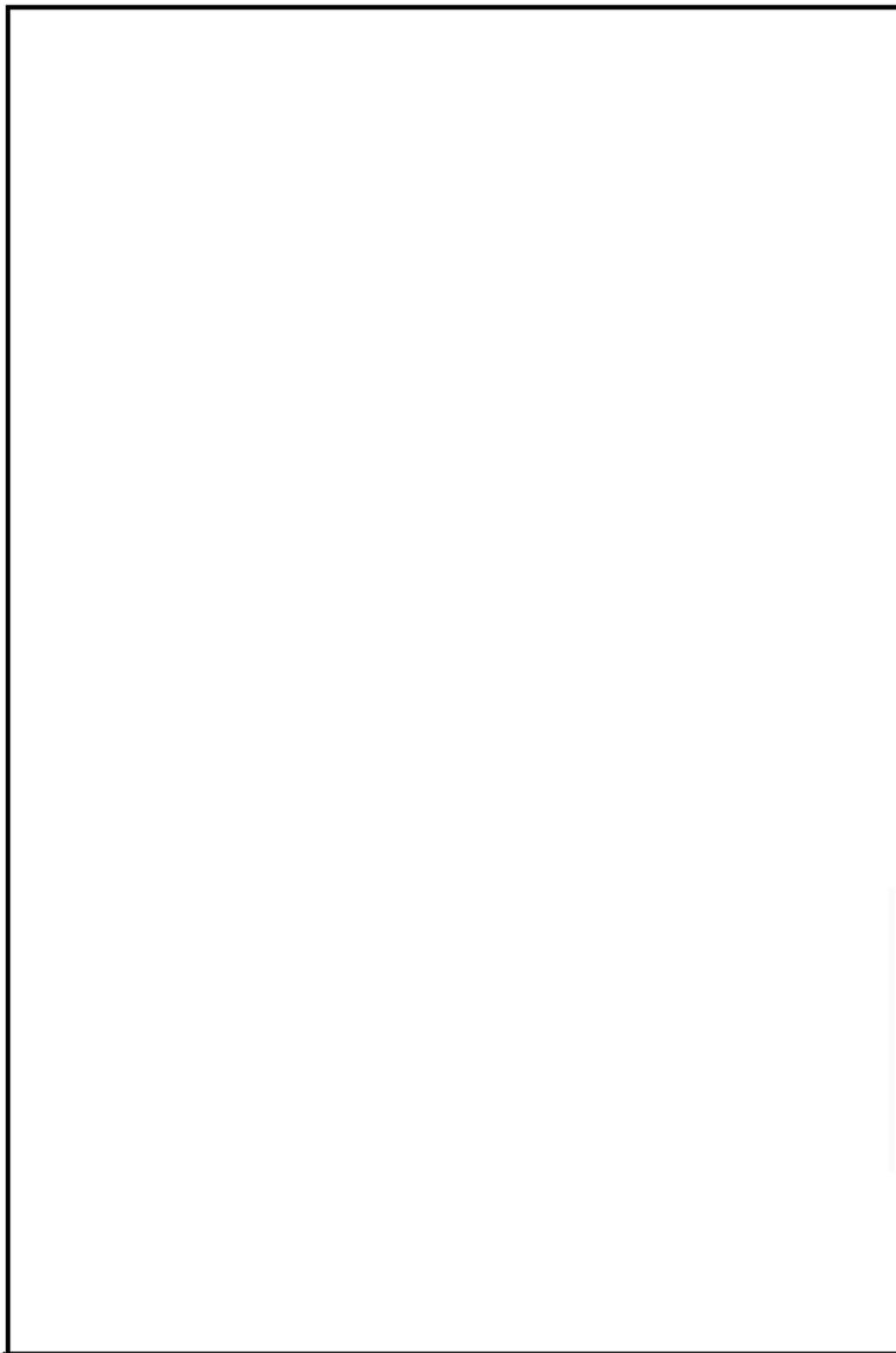
~~UNCLASSIFIED//FOR OFFICIAL USE ONLY~~

(b) (3) - P.L. 86-36  
(b) (4)





(b) (3) - P.L. 86-36  
(b) (4)



(b) (3) - P.L. 86-36  
(b) (4)

(b) (3) - P.L. 86-36  
(b) (4)  
(b) (6)



**(U) Appendix H**

(U) [redacted] Response to Tentative Conclusions

[redacted]  
(b) (3) - P.L. 86-36  
(b) (6)

March 17, 2016

TO: [redacted] NSA Office of Inspector General

(b) (3) - P.L. 86-36  
(b) (6)

FM [redacted]

SUBJ: Response to conclusion of OIG Investigation

REF: Tentative Conclusions of OIG Investigation, dtd March 9, 2016

After reading the finding of the investigation, I don't fully agree with some of the accounts of the witnesses statements, but I do however, freely to the finding with regards to claiming hours I didn't work to avoid the consequences of [redacted]

From day one of my employment it was consistently stated and reiterated buy my immediate supervisor, [redacted] that [redacted] is unacceptable, as it would cause the company to be find at a rate between \$12,000 - \$20,000 [redacted] per day.

(b) (3) - P.L. 86-36

To help mitigate the overtime, which was reported week to [redacted] the [redacted] assigned to the Data Center voluntary help [redacted] to eliminate as must overtime as possible. The other circumstance that lead to excessive overtime was the transition dates witch moved, the site from construction site to security facility, the lack of cleared employees, shortage of available polygraph dates, and the turnaround time on polygraph results.

(b) (3) - P.L. 86-36  
(b) (4)

To mitigate the damage I've caused, I can only express my deepest apologies to the employees of [redacted] National Security Agency, and the employees stationed at the Utah Data Center, during my tenure is [redacted] As I have worked paycheck to paycheck my entire life, I little to no personal saving, retirement accounts, or any other asset to repay the funds. However, if repayment is required, I as that [redacted] work with me on a suitable payment schedule.

Again, no words cannot express my humiliation and regret for my actions and failure of leadership. While there was never malice, my actions were a combination for a real or perceived threat of losing my job for [redacted] My only intention was to protect the company and contract.

Sorrowful regrets,

[redacted signature block]

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IV-15-0047

~~UNCLASSIFIED//FOR OFFICIAL USE ONLY~~