

March 21, 2025

Tracianna L. Winston
Designated Agency Ethics Official/
Chief Counsel Ethics Specialty Team
Department of Veterans Affairs
810 Vermont Ave, NW, Suite 1175
Washington, DC 20005

Dear Ms. Winston:

The purpose of this letter is to describe the steps that I will take to avoid any actual or apparent conflict of interest in the event that I am confirmed for the position of Chief Financial Officer of the Department of Veterans Affairs. It is my responsibility to understand and comply with commitments outlined in this agreement.

SECTION 1 – GENERAL COMMITMENTS

As required by the criminal conflicts of interest law at 18 U.S.C. § 208(a), I will not participate personally and substantially in any particular matter in which I know that I have a financial interest directly and predictably affected by the matter, or in which I know that a person whose interests are imputed to me has a financial interest directly and predictably affected by the particular matter, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). I understand that the interests of the following persons are imputed to me:

- Any spouse or minor child of mine;
- Any general partner of a partnership in which I am a limited or general partner;
- Any organization in which I serve as an officer, director, trustee, general partner, or employee, even if uncompensated; and
- Any person or organization with which I am negotiating or have an arrangement concerning prospective employment.

In the event that an actual or potential conflict of interest arises during my appointment, I will consult with an agency ethics official and take the measures necessary to resolve the conflict, such as recusal from the particular matter or divestiture of an asset.

If I have a managed account or otherwise use the services of an investment professional during my appointment, I will ensure that the account manager or investment professional obtains my prior approval on a case-by-case basis for the purchase of any assets other than cash, cash equivalents, investment funds that qualify for the regulatory exemption for diversified mutual funds and unit investment trusts at 5 C.F.R. § 2640.201(a), obligations of the United States, or municipal bonds.

I will receive a live ethics briefing from a member of the ethics office after my confirmation but not later than 15 days after my appointment pursuant to the ethics program

regulation at 5 C.F.R. § 2638.305. Within 90 days of my confirmation, I will submit my Certification of Ethics Agreement Compliance which documents my compliance with this ethics agreement.

I will not modify this ethics agreement without your approval and the approval of the U.S. Office of Government Ethics (OGE) pursuant to the ethics agreement requirements contained in the financial disclosure regulation at 5 C.F.R. § 2634.803(a)(4).

SECTION 2 – CARESOURCE

I resigned from my position with CareSource in July 2024. I also resigned from my positions with subsidiaries of CareSource and a CareSource-related nonprofit entity on various dates in 2024 (*see* ATTACHMENT A). Pursuant to CareSource company policy and in accordance with a severance agreement executed on July 1, 2024, CareSource will pay me a twelve-month base salary severance on a biweekly basis until July 31, 2025. Until I have received these payments, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the ability or willingness of CareSource to make these payments to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation from each of these entities, I will not participate personally and substantially in any particular matter involving specific parties in which I know that entity is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 3 – DIVESTITURES

I will divest my interests in the entities listed in ATTACHMENT B as soon as practicable but not later than 90 days after my confirmation. With regard to each of these entities, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of the entity until I have divested it, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). I have verified that I will be able to carry out the divestitures within the timeframe described above.

I understand that I may be eligible to request a Certificate of Divestiture for qualifying assets and that a Certificate of Divestiture is effective only if obtained prior to divestiture. Regardless of whether I receive a Certificate of Divestiture, I will ensure that all divestitures discussed in this agreement occur within the agreed upon timeframes and that all proceeds are invested in non-conflicting assets. I understand that I must submit my request for a Certificate of Divestiture to allow for adequate time for OGE to process the Certificate of Divestiture, and in order to divest assets within the agreed upon timeframe.

I (including my spouse and minor children if applicable) will not repurchase any asset I was required to divest without my consultation with my agency ethics official and the U.S. Office of Government Ethics.

SECTION 4 – SPOUSE EMPLOYMENT

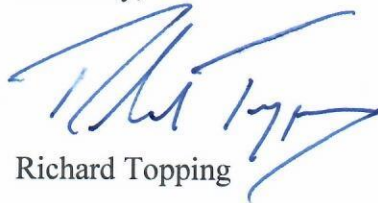
SECTION 4 – SPOUSE EMPLOYMENT

My spouse is employed by Pinnacle Technical Resources, Inc. (Spectrum News 1 Ohio), in a position for which my spouse receives hourly compensation. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for as long as my spouse continues to work for Pinnacle Technical Resources, Inc., I will not participate personally and substantially in any particular matter involving specific parties in which I know Pinnacle Technical Resources, Inc., is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 5 – PUBLIC POSTING

I have been advised that this ethics agreement and the Certification of Ethics Agreement Compliance will be posted publicly, consistent with the public information law at 5 U.S.C. § 552, on the website of the U.S. Office of Government Ethics with ethics agreements of other presidential nominees who file public financial disclosure reports.

Sincerely,

A handwritten signature in blue ink, appearing to read "Richard Topping", with a stylized flourish extending from the end.

Richard Topping

ATTACHMENT A

Topping, Richard
Ethics Agreement

CareSource Military & Veterans Co. (resigned 8/2024)
CareSource Military & Veterans Holding LLC (resigned 9/2024)
The CareSource Foundation (resigned 5/2024)
CareSource Holding LLC (resigned 5/2024)
CareSource Holding II LLC (resigned 5/2024)
CareSource Management Services Holding LLC (resigned 5/2024)
CareSource Ohio, Inc. (resigned 5/2024)
CareSource Indiana, Inc. (resigned 5/2024)
CareSource Kentucky Co. (resigned 5/2024)
CareSource West Virginia Co. (resigned 5/2024)
CareSource Georgia Co. (resigned 5/2024)
CareSource Arkansas Health Plan Co. (resigned 5/2024)
CareSource Iowa Co. (resigned 11/2024)
CareSource Management Services LLC (resigned 5/2024)
CareSource Holding III, LLC (resigned 5/2024)
CareSource Mission (resigned 8/2024)

ATTACHMENT B

Topping, Richard
Ethics Agreement

Abbott Laboratories (ABT)
AbbVie, Inc. (ABBV)
Accenture Ltd Bermuda A
Accenture Plc (ACN)
Amgen Inc. (AMGN)
Becton, Dickinson and Company (BDX)
Cisco Systems, Inc. (CSCO)
Comcast Corp. (CMCSA)
Danaher Corp. (DHR)
Eli Lilly & Co. (LLY)
General Electric Co (GE)
GE Healthcare Technologies
Honeywell International, Inc. (HON)
International Business Machines Corp. (IBM)
Johnson & Johnson (JNJ)
Merck & Co., Inc. (MRK)
Microsoft Corp. (MSFT)
Oracle Corp. (ORCL)
Pfizer Inc. (PFE)
Salesforce.com, Inc. (CRM)
Stryker Corp
Thermo Fisher Scientific, Inc. (TMO)
UnitedHealth Group Inc (UNH)
United Parcel Service, Inc. (UPS)
Verizon Communications, Inc. (VZ)