

1. If a manufacturer requested a waiver or compromise in accordance with 32 C.F.R. §§ 199.11 and 199.21, will a demand letter be sent for the amount that is subject to the waiver or compromise request until resolution, and will interest charges, penalties and administrative costs be assessed?

Ordinarily, waiver and compromise requests are submitted in response to an invoice or demand letter. Submitting waiver or compromise requests prior to receipt of an invoice or demand letter does not relieve the U.S. Government of its statutory and regulatory obligations to issue invoices and demand letters. Invoices are mailed at least 30 days prior to the scheduled payment due date, which will be no earlier than 70 days from the date the utilization data were submitted. If full payment is not received by the scheduled due date, a demand letter will be sent to the manufacturer. 30 days after the date of the demand letter, any remaining debt will be transferred to the TMA Office of General Counsel Claims Collection Section for collection. During the pendency of a waiver or compromise request, the matter that is the subject of the request shall not be considered a failure of the manufacturer to honor an agreement for purposes of paragraph 199.21(q)(4). If the waiver or compromise request is denied, interest, penalties, and fees will accrue from the date of the invoice. If the waiver or compromise proposal is accepted, interest, penalties, and fees will be addressed in the resulting waiver or compromise agreement.

2. If a manufacturer disputes the accuracy of TMA's utilization data, will it receive a demand letter for the disputed amount until resolution, and will interest charges, penalties and administrative costs be assessed?

The presumption is that the U.S. Government's utilization data are correct. Invoices are mailed at least 30 days prior to the scheduled payment due date, which will be no earlier than 70 days from the date the utilization data were submitted. If full payment is not received by the scheduled due date, a demand letter will be sent to the manufacturer. Thirty days after the date of the demand letter, any remaining debt will be transferred to the TMA Office of General Counsel Claims Collection Section for collection. A refund

obligation as to the amount in dispute will be deferred pending good faith efforts to resolve the dispute in accordance with procedures established by the Director, TMA. When the dispute is resolved, any refund owed relating to the amount in dispute will be subject to interest, penalties, and fees from the date payment of the amount was initially due, consistent with 199.11. See 32 C.F.R. § 199.21(q)(3)(iv).