

DEPARTMENT OF HEALTH AND HUMAN SERVICES
THE CENTERS FOR MEDICARE AND MEDICAID SERVICES

BILLING INSTRUCTIONS

Applicable to all cost-reimbursement type contracts, including cost-reimbursement portions of fixed price contracts, letter contracts which provide for reimbursement of costs, time and materials contracts and labor-hours contracts.

I. INTRODUCTION

These instructions reflect the standards of the Centers for Medicare and Medicaid Services for adequately prepared vouchers or invoices. Prompt payment of claimed expenses and fee will be promoted by your compliance. Cost reimbursement contracts are subject to audit; therefore all costs claimed must be adequately supported by accounting records and other auditable data.

II. VOUCHER SUBMISSION

- A. **FORMS** – In claiming reimbursement use either 1) the Standard Form (SF) 1034, Public Voucher for Purchases and Services Other Than Personal (with continuation sheet SF 1035), or 2) the Contractor's own voucher forms. If the Contractor's own forms are used, the billing content should agree with that illustrated in Exhibits A, B, C and HHS 646, Financial Report of Individual Project/Contract, if applicable.
- B. **NUMBER OF COPIES** – Each voucher will be prepared in an original and four copies.
- C. **TIME FOR SUBMISSION** – Vouchers may be submitted at the beginning of each billing period for costs incurred during the preceding billing period. Costs incurred earlier than the preceding month, but not previously billed, may be included, but the amount(s) and month(s) in which such costs were incurred must be stated on the SF 1035 (Exhibit C). Vouchers shall not be submitted more than once each month unless such arrangements are made with the Contracting Officer.
- D. **COST INCURRENCE PERIOD** – Costs must be incurred, and the dates of the related "bill for" period must fall within the contract performance period as set forth in the original contract and any amendments thereto.
- E. **CONTRACTOR'S FISCAL YEAR** – Vouchers should be prepared in such a manner that costs claimed can be associated or identified with the contractor's fiscal year. This will ensure proper application of correct indirect cost rate(s) to the direct costs of a particular fiscal year.

III. PREPARATION OF PUBLIC VOUCHERS

Exhibits A, B and C illustrate the parts of a typical voucher. Specific comments directed to each part are as follows:

A. COMPLETION OF FORM 1034 – (Refer to Exhibit A) – On the Form 1034 or equivalent, the following information is required:

--All spaces numbered (1) should be left blank.

--Within (2) enter date voucher was prepared. Within (2)(a) enter voucher number.

--Within (3) put Contractor's name and address to which payment should be made, except in case of assignment of claims.

--Within (4) enter the contract number and date of the contract.

--Within (5) enter the number and date of the applicable order. (Applicable only when billings are consequent to work assignments or task orders.)

--Within (6) identify the period the billing covers (enter the specific month/year, or months/year if quarterly).

--Within (7) each voucher submitted must be prominently identified as one of the following:

- (i) Interim voucher – "COST-REIMBURSABLE PROVISIONAL PAYMENT"
- (ii) Completion Voucher – "COST-REIMBURSABLE – COMPLETION VOUCHER." Due within 6 months of the expiration of the contractor's final fiscal year of performance, the completion voucher shall be accompanied by an indirect cost rate proposal based on the contractor's actual cost experience in performance. [FAR 52.216-7(d)(2)(i)]
- (iii) Final Voucher – "COST-REIMBURSABLE – FINAL VOUCHER."

--Type the following certification, signed by an authorized official, on the face of SF 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the contract."

(Name of Official)

(Title)

--Within (8) provide the dollar amount of this billing. The amount claimed must agree with the related amounts reflected in the Exhibits B and C.

- B. COMPLETION OF SUMMARY OF EXPENDITURES – (Refer to Exhibit B) – This page follows directly behind the Form SF 1034 and contains two main categories of information: 1) gross summary of costs by category showing amount previously claimed, amount claimed under this voucher, and cumulative through this voucher; and necessary certifications and signature.
1. Gross Summary is illustrated by Exhibit B. Include only major categories of costs in the order illustrated.
 2. Certifications and Signatures are illustrated in Exhibit B. The Certifications of Costs/Fee is mandatory; the Price Stabilization Certification is required only when called for in the SUBMISSION OF INVOICES AND PLACE OF PAYMENT article of the contract.

The next page in order should be the SF1035.

- C. COMPLETION OF FORM 1035 – (Refer to Exhibit C) – On the “Detail” Form 1035, provide a breakdown to support the total amount cited in both Form 1034 and SUMMARY OF EXPENDITURES. The purpose of the detailed information is to assist the Contracting Officer and program personnel in relating costs incurred to work performed; also the Office of Financial Management (Finance) uses said data for administrative audit and certification of vouchers for payment. The several categories of cost will be itemized and described as follows:

1. Direct Labor costs consist of salaries and wages paid for work performed directly for the contract and pursuant to its terms. Such labor costs (excluding fringe benefits and overtime premium pay) will be billed as follows:

Provide the job title or classification of the worker, and provide for each classification: The number of hours worked, the hourly rate, and the total wage or salary. The name of the worker should usually be provided, but when a great number of routine workers are involved, the position classifications only will suffice.

The cost of direct labor charged to the contract must be supported by the time records maintained in the contractor’s office; when salaries are involved, reasonable estimates on a post basis may be used in lieu of time records.

2. Fringe Benefits are to be treated according to the contractor’s established practice:
 - a. If fringe benefits, bonuses, etc. are included in the overhead pools no entry is required.
 - b. Fringe benefits can be treated as direct costs, in which case:

Enter as direct labor cost expressed as a percentage factor of the direct labor base or expressed as a direct cost.

3. Materials and Supplies billed as direct cost items should include those types of items generally accepted as “expendable” to the degree that they have a relatively short life and, due to their nature, are expended in performance of the contract. However, certain other types of supplies which have a relatively long life but small cost may also be billed under this category. All supplies should be listed under major categories such as Office Supplies, Chemicals, Repairs, Parts, Small Hand Tools, etc.

NOTE: “Non-Expendable Equipment” is defined under paragraph 8 and is to be billed as outlined therein.

4. Premium Pay is the difference between the overtime pay rates and the straight time rate. Premium pay of any kind, unless provided for in the contract, must be authorized by the Contracting Officer in advance. Billings for unauthorized premium pay have caused delays in payment due to suspensions and exchange of correspondence. Generally such pay is not included in the direct labor base and should not be included in the billing for “direct labor” unless the contractor has consistently followed this practice in the past as a matter of policy. Make entries as follows:
 - a. In SUMMARY OF EXPENDITURE – Exhibit B, list as a single item.
 - b. In SF 1035 itemize premium pay for each position or job category referencing the Contracting Officer’s letter of authorization. NOTE ON SPECIAL AUTHORIZATIONS: According to the contract, certain costs require specific authorization in writing by the Contracting Officer. Whenever the Voucher includes costs pursuant to C.O. authorization, include a reference, for example: “C.O. letter dated (mm/dd/yy)” or “approval number 01/74/115” if the C.O. cites said number in his letter.
5. Travel as authorized by the contract shall include the following in the SF 1035.
 - a. Travel by the contractor shall provide:
 - Name of traveler or title
 - Dates of departure and return to departure point
 - Transportation costs
 - If claim for subsistence is on a per diem basis show number of days, rate and amount, as authorized in contract. If claim is based on actual cost of subsistence, show on a daily basis the amounts claimed for lodging and meals separately.

- Reference to Contracting Officer's letter of authorization if approval is necessary.
 - b. Travel by consultants shall provide same detail as required for contractor travel.
 - c. Domestic travel is travel within the United States, its territories, possessions and Canada; it should be billed separately from foreign travel.
6. Consultant Fees must reflect each consultant's name, daily fee, number of days claimed, and date of use. Travel for consultants (if applicable) must be itemized separately.
 7. Subcontract requires the name of each subcontractor involved and dollar amount claimed. Costs claimed by cost reimbursement subcontractors must be on an "as incurred" basis, and backup information similar to the SF 1035 must be obtained and attached for each subcontractor. Claims for fixed price subcontractors shall be on the basis of product or performance delivered and accepted by the prime contractor.
 8. Capitalized Nonexpendable Equipment Attach Form HHS 565, Exhibit A, Report of Capitalized Nonexpendable Property. For educational institutions list each item costing \$1,000 or more; for contractors other than educational institutions list each item costing \$200 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement are requested. A reference shall be made to the following (as applicable): (1) the item number for the specific piece of equipment listed in the Property Schedule; (2) the Contracting Officer's approval letter, if the equipment is not covered by the Property Schedule; or (3) be preceded by an asterisk (*) if the cost of the equipment is below the approval level. Further itemization of vouchers shall only be required for items having specific limitations set forth in the contract.
 9. Overhead will be charged in accordance with the contract provisions. Provisional rates will apply pending establishment of final negotiated rates for the contractor's fiscal year. Cite the formula (rate and base) in effect when the cost was incurred and for which reimbursement is claimed. If the Contractor does not have final rates and the contract qualifies for quick closeout, a proposal may be submitted to negotiate closeout of the individual contract. This will include an indirect rate proposal applicable to the individual contract and will address all unresolved financial, data, property and other matters for the individual contract. Please note that the Allowable Cost and Payment clause (FAR 52.216-7(d)(2)(i) states, "The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer ... within the 6-month period following the expiration of each of its fiscal years." This requirement applies to all cost-reimbursement contracts, and upon determination or negotiation of indirect rates for each year the contractor shall submit an invoice adjusting billings for that year appropriately.
 10. Other Direct costs are minor costs that cannot be placed within any of the categories listed above. Identify by categories to the extent both possible and reasonable.

11. Fixed Fee, when applicable, should be billed by prorating the negotiated fixed fee to Costs incurred. Applying a fee percentage to the fee base will achieve this effect. Refer to the contract provisions for guidance.

CONTRACTOR'S COMPLETION VOUCHER

A. Completion Voucher

- (1) After all performance provisions of the contract have been completed and all costs applicable to the contract have been incurred, the contractor shall submit an original and three (3) copies of its completion voucher to the Contracting Officer, and one (1) copy to the CMS Finance Office to finalize the financial settlement of the contract. It shall be submitted within six (6) months of completion of performance. This voucher should include remaining costs, fees and reserves claimed to be due the contractor. It will not include items or amounts which may be set out in any qualifications in the contractor's release of claims. A separate completion voucher shall be submitted for each individual project or task order for which a separate series of public vouchers has been submitted.
- (2) Final payment on prescribed contracts may be made on the basis of a desk audit. To expedite final settlement of these contracts, the Contracting Officer may request the contractor to submit detailed support for costs claimed under one or more interim vouchers. The supporting documentation should be forwarded along with the completion voucher.

EXPIRING FUNDS

Most funds used by CMS program offices expire five (5) years after their appropriation. On September 30, 1999, funds appropriated during fiscal year 1994 expired, and on September 30, 2000 fiscal year 1995 funds expired. Once funds expire invoices for items or services ordered by the expired funds can only be paid by current-year funds. For several years this caused no significant problems because there were surplus funds available at the end of the fiscal year. In recent years, however, surpluses have shrunk and vanished. It is now important to insure that excess or unneeded funds are deobligated from contracts at the earliest opportunity.

It is extremely important that contractors, specialists and program personnel monitor availability of funds. If a contract or order is extended beyond four (4) years, all parties must work to insure final payment is made before funds expire. If funds expire, payment cannot be guaranteed. CMS sends contractors letters warning which contracts and orders have expiring funds. It is then the contractors' responsibility to insure their final invoices are received before September 1 so payment may be made. Upon receipt of a letter warning of expiring funds, a contractor should make sure all costs, fees and subcontract payments have been billed.

FINAL VOUCHER AND CLOSING DOCUMENTS

- B. After completion of the final audit and all suspensions and/or audit exceptions have been resolved and there is mutual agreement between the Contractor and the Contracting Officer on the final allowable cost and fee, if any, of the contract, the contractor shall submit an original and three (3) copies of its final voucher and the appropriate closing documents to the Contracting Officer. One (1) copy of the voucher alone shall be sent to the

CMS Finance Office. This voucher shall be specifically identified as the final voucher. The following documents shall be submitted with the “final voucher” and must be supported.

- (1) Contractor’s Release for All Contracts.
- (2) Assignee’s Release, if applicable.
- (3) Contractor’s Assignment of Refunds, Rebates and Credits, and Other Amounts.
- (4) Assignee’s Assignment of Refunds, Rebates, Credits, and Other Amounts, if applicable.
- (5) Contractor’s Reports on Royalties, Patent Rights and Notice and Assistance Regarding Patent and Copyright Infringements.
- (6) Contractor’s Affidavit or Waiver of Lien, when required by the contract.

If the final settlement of the contract is in the amount shown on the completion voucher, the contractor need not submit a final voucher, but only the additional closing documents cited above. Alternatively, the contractor may elect to submit a final voucher for \$0.

INSTRUCTIONS FOR COMPLETING FORM HHS-646 FINANCIAL REPORT FOR INDIVIDUAL PROJECT/CONTRACT

GENERAL INFORMATION

Purpose. Form HHS-646 is designed to: (1) provide a management tool for use by HHS in monitoring the application of financial and manpower resources to HHS contracts; (2) provide contractors with financial and manpower data which is usable in their management process; (3) indicate promptly, potential areas of contract underruns or overruns by making possible comparisons of actual performance and projections with prior estimates on individual elements of cost and manpower; and (4) obtain contractors' analyses of cause and effect of significant variations between actual financial and manpower performance and the prior estimates thereof.

REPORTING REQUIREMENTS

- (a) Scope.** Necessary reporting requirements will be established by agreement between the Contracting Officer and contractor prior to contract award. The Government will limit the details of the reporting requirements to those which are necessary to accomplish the goal of contract management without being unduly burdensome on the contractor.
- (b) Number of copies and mailing address.** An original and three (3) copies of the report(s) shall be sent to the Contracting Officer at the address shown on the face page of the contract, no later than the 15th day after the end of the period reported.

REPORTING STATISTICS

A modification which extends the period of performance of an existing contract will not require reporting on a separate Form HHS-646, except where it is determined by the Contracting Officer that separate reporting is necessary. Furthermore, when incrementally funded contracts are involved, each separate allotment is not considered a separate contract entity (only a funding action). Therefore, the statistics under incrementally funded contracts should be reported cumulatively from the inception of the contract through completion.

Definitions and Instructions for Completing Form HHS-646. For the purpose of establishing expenditure categories in column A, the following definitions and instructions will be utilized. Each contract will specify the categories to be reported.

- (1) Personnel – Professional.** Included are the senior level and all other personnel whose total annual salary rates are \$20,000 or more. It should include key personnel regardless of annual salary rates. All such individuals should be listed by name and job title on a separate line including those whose salary is not directly charged to the contract but whose effort is directly associated with the contract. The listing must be kept up to date.
- (2) Personnel – Other.** This will be listed as one amount unless otherwise required by the contract.

- (3) Fringe Benefits.** Include allowances and services provided by the contractor to employees as compensation in addition to regular salaries and wages. If a fringe benefit rate has been established, the rate will be applied to the agreed upon base. If a rate has not been established, the various fringe benefit costs may be required to be shown separately. Fringe benefits which are included in the indirect cost rate should not be shown here.
- (4) Capitalized nonexpendable equipment.** This represents personal property of a capital nature, i.e., property acquired at a cost of \$200 or more and that has a service life of more than one year.

Form HHS-565, Report of Noncapitalized Equipment, as outlined in the Department Manual, "Control of Property in Possession of Contractors," will accompany the contractor's public voucher (SF 1034/SF 1035) as required, or the report of the same name if not previously submitted.

- (5) Supplies.** Includes the cost of supplies and material and equipment charged directly to the contract, but excludes the cost of capitalized nonexpendable equipment as defined in (4) above.
- (6) Inpatient Care.** Costs associated with a patient while occupying a bed in a patient care setting. It normally includes both routine and ancillary costs.
- (7) Outpatient Care.** Costs associated with a patient while not occupying a bed. It normally includes ancillary costs only.
- (8) Travel.** Includes all direct costs of travel, including transportation, subsistence and miscellaneous expenses. Travel for staff and consultants shall be shown separately. Identify foreign and domestic travel separately. If required by the contract, the following information shall be submitted: (i) Name of traveler and purpose of trip; (ii) Place of departure, destination and return, including time and dates; and (iii) Total cost of the trip.

Attachment J7 – BILLING INSTRUCTIONS
RFP-CMS-2011-0048

Exhibit A

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 2-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL			Voucher No. (2)(a)	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION 			DATE VOUCHER PREPARED (2)		SCHEDULE NO. (1)	
			CONTRACT NUMBER AND DATE (4)		PAID BY (1)	
			REQUISITION NUMBER AND DATE (1)			
PAYEE'S NAME AND ADDRESS (3)					DATE INVOICE RECEIVED (1)	
					DISCOUNT TERMS (1)	
					PAYEE'S ACCOUNT NO. (1)	
					GOVERNMENT B/L NO. (1)	
SHIPPED FROM (1)		TO (1)		WEIGHT (1)		
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information necessary)	QUANTITY	UNIT PRICE COST PER	AMOUNT -1	
(5)	(6)	(7) COST REIMBURSEMENT PROVISIONAL PAYMENT "I certify that all payments requested are for appropriate purposes and in accordance with the contract." Name: _____ Title: _____	(1)	(1) (1)	(8)	
(Use continuation sheet(s) if necessary (Payee must NOT use the space below)					TOTAL (8)	
PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL (1) ☐ FINAL ☐ PROGRESS ☐ ADVANCE		APPROVED FOR =\$ (1)	EXCHANGE RATE (1) =\$1.00	DIFFERENCES (1)		
		BY 2				
		(1)				
		TITLE	Amount verified; correct for			
		(1)	Signature or initials		(1)	
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment						
(1) _____ (Date)		(1) _____ (Authorized Certifying Officer) 2		(1) _____ (Title)		
ACCOUNTING CLASSIFICATION						
(THIS SPACE AND SPACES BELOW RESERVED FOR USE OF FINANCE OFFICE)						
CHECK NUMBER		ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER ON (Name of Bank)		

EXHIBIT B

SUMMARY OF EXPENDITURES
SUPPORTIVE OF REIMBURSEMENT CLAIM

(Instruction: Attach this sheet to Standard Form1034 as page 2)

<u>Expenditure Category</u>	<u>Amount Claimed Previously</u>	<u>Amount Claimed This Period</u>	<u>Cumulative Total</u>
TOTAL DIRECT LABOR	\$50,000.00	\$5,500.00	\$55,500.00
OVERHEAD	\$45,000.00	\$6,105.00	\$51,105.00
MATERIALS/SUPPLIES	\$5,000.00	\$100.00	\$5,100.00
PREMIUM PAY	--	\$100.00	\$100.00
STAFF TRAVEL	\$1,000.00	\$107.50	\$10,750.00
CONSULTANT TRAVEL	\$3,000.00	\$450.00	\$3,450.00
CONSULTANT FEES	\$4,000.00	\$550.00	\$4,550.00
SUBCONTRACT	--	\$1,000.00	\$1,000.00
EQUIPMENT	\$500.00	\$175.00	\$675.00
OTHER DIRECT	<u>\$2,000.00</u>	<u>\$220.00</u>	<u>\$2,220.00</u>
TOTAL EXPENDITURES	\$110,500.00	\$14,307.50	\$124,807.50
FEE	<u>\$7,735.00</u>	<u>\$1,101.52</u>	<u>\$8,836.52</u>
	\$118,235.00	\$15,409.02	\$133,644.02

(Instruction: Include the price certification as might be called for in the contract.)

“The ABC Company certifies that it is in compliance with price stabilization requirements of Executive Order....”

(Instruction: Always include the following certification.)

“The Undersigned certifies that the cost of services reimbursable to the Contractor and the amount of

fee (if applicable) earned by the Contractor up to the date of this certificate are not less than the total payments received as claimed by the Contractor under the contract (including the payment claimed herewith), and that the Contractor to the best of his knowledge and belief has fully complied with the terms and conditions of the contract.”

(Name of Contractor)

(Signature)

EXHIBIT C

RFP-CMS-2011-0048

[illegible]

CONTRACTOR'S RELEASE AND ASSIGNMENTS

Upon request for payment of the final sum of cost reimbursable and cost-plus-fixed-fee contracts, the contractor must attach the Contractor's Release for All Contracts (see form attached). Final payment requests not submitted in accordance with these instructions will be returned to the contractor for correct billing.

CONTRACTOR'S RELEASE AND ASSIGNMENT

I. RELEASE UNDER CONTRACT

Pursuant to the terms of Contract No. _____, and in consideration of

the sum of _____ (\$_____), which has been or is to be paid under the said contract to

_____ (hereinafter called the Contractor) or any of its assignees, if any, the Contractor, upon payment of the said sum by the United States of America (hereinafter called the Government), does remise, release and discharge the Government, its officers, agents, and employees, of and from all liabilities, obligations, claims and demands whatsoever under or arising from the contract, except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows: (NONE)
(Per exhibit A attached)
2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of the said contract, which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Contracting Officer within the period specified in the said contract, or within a period of not more than six (6) years after the date of the release, whichever is earlier.
3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of his indemnification of the Government against patent liability) including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of the said contract relating to patents.
4. Changes due to adjustment of provisional indirect cost rate(s) by Government audit.

The Contractor agrees, in connection with patent matters, and with claims which are not released as set forth above, that he will comply with all of the provisions of the said contract, including without limitation those provisions relating to notification of the Contracting Officer and relating to the defense or prosecution of litigation. The Contracting Officer agrees, pursuant to the clause of this contract entitled Allowable Cost (for cost reimbursement contracts) or Allowable Cost Plus Fixed Fee (for CPFF contracts), that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will

be refunded to the Government. The refund, if any, will be made within thirty (30) days after the exception has been sustained, and the Contractor so notified.

II. ASSIGNMENT OF REFUNDS, REBATES AND CREDITS

The Contractor does hereby:

- a. Assign, transfer, set over and release to the Government all right, title and interest to all refunds, rebates, credits and other amounts (including any interest thereon) arising out of the performance of the said contract, together with all the rights of action accrued or which hereafter accrue thereunder.
- b. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits and other amounts, to promptly forward to the designated accounts office any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the Contracting Officer or the office otherwise designated in the contract to determine the allowability of costs, and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.
- c. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit the Government to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

In Witness whereof, this release and assignment has been executed this _____
day of

_____, 20____.

Name of Organization

By:

Signature and Title

CERTIFICATE

I, _____, certify that I am the

of the _____ named in the foregoing release and assignment; that

who signed said release and assignment on behalf of the Contractor was then

_____ of said

_____, that said release and assignment was duly signed for and on
behalf of said

_____ by authority of its governing body and is within the scope of
its

_____ powers.

Signature

Title

Instructions to Contractor:
Submit original and 3 copies
Sign original
Conform signature on copies

Contractor's Name
Street Address
City and State
Assignment

Contract No.
Contractor's

CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES AND CREDITS

Pursuant to the terms of Contract No. _____ and in consideration of
the reimbursement of costs and

payment of fee, as provided in the said contract and any assignment thereunder, the

(Contractor's Name
and Address)

(hereinafter called the Contractor) does hereby:

1. Assign, transfer, set over and release to the UNITED STATES OF AMERICA
(hereinafter called the Government),
all right, title and interest in all refunds, rebates, credits or other amounts (including any
interest thereon) arising out of the performance of the said contract, together with all
the rights of action accrued or which may hereafter accrue thereunder.
2. Agree to take whatever action may be necessary to effect prompt collection of
all refunds, rebates, credits or other
amounts (including any interest thereon) due or which may become due, and to
promptly forward to

_____, Closeout Contracting Officer, 2-21-15 Central
Bldg., 7500 Security Boulevard, Baltimore, Maryland 21244-1850

checks (made payable to the Treasurer of the United States) for any proceeds as
collected. The reasonable costs of any such action to effect collection shall constitute
allowable costs when approved by the Contracting Officer as stated in the said contract

and may be applied to reduce any other amounts otherwise payable to the Government under the terms hereof.

3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits or other amounts due (including any interest thereon): to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit the Government to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

IN WITNESS WHEREOF, this assignment has been executed this ____ day of _____, 20____.

WITNESSES

(Contractor)

By

Title

(NOTE: In the case of a corporation, witnesses are not required, but the following certification must be completed.)

CERTIFICATE

I, _____, certify that I am the
_____ of the corporation named as

(Official Title)
Contractor in the foregoing assignment; that _____ who signed said
assignment on behalf of the Contractor was

then _____ of said corporation; that said assignment was duly signed for
and in behalf of said corporation by
(Official Title)
authority of its governing body and is within the scope of its corporate powers.

(CORPORATE SEAL)

ATTACHMENTS: BLANK COPIES OF SUPPORTING FORMS

HHS 565 – Report of Capitalized Nonexpendable Equipment

HHS 646 – Financial Reporting of Individual Project/Contract

SF 1034 – Public Voucher for Purchases and Services Other Than Personal

SF 1035 – Continuation Sheet

These forms are available in Excel format, in files named hhs565.xls, hhs646.xls, sf1034.xls and sf1035.xls, respectively. Contractors may request Excel copies from Joseph Simmons at (410) 786-5164

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DEPARTMENT OF HEALTH AND HUMAN SERVICES REPORT OF CAPITALIZED NONEXPENDABLE EQUIPMENT						1. DATE		2. PUBLIC VOUCHER NO.		
						3. CONTRACT NUMBER		4. REPORT NO.		PAGE NO.
NOTE: Complete this form in accordance with enclosed instructions										
5. NAME OF PERSON RESPONSIBLE FOR THIS REPORT			6. TYPE OF REPORT ☐ ACQUISITION--GOV. TITLED ☐ ACQUISITION--CONTR. TITLED ☐ ANNUAL INVENTORY ☐ FINAL INVENTORY		7. NAME AND ADDRESS OF CONTRACTOR				8. FOR GOV. USE ONLY	
9. ITEM NO.	10. DESCRIPTION & NSN	11. GFP OR CAP	12. MFR.	13. MODEL OR TYPE	14. MFR. SERIAL NO.	15. UNIT ACQUISITION COST	16. GOV. ID NO.	17. ACQ. AUTH.		
19. AUTHENTICATION BY CONTRACTOR'S SUPERVISORY ACCOUNTING OFFICIAL					20. ACCEPTED BY AUTHORIZED GOVERNMENT REPRESENTATIVE			VOUCHER NO.		
SIGNATURE					DATE					
NAME (TYPED)					TITLE			DATE		

Department of Health and Human Services Financial Report of Individual Project/Contract			Project Task:			Contract No.:		Date of Report:	
Note: Complete this Form in Accordance with Accompanying Instructions			Reporting Period:			Contractor Name and Address:			
Expenditure Category	Percentage of Effort/Hours		Cumulative Incurred Cost at End of Prior Period	Incurred Cost-- Current Period	Cumulative Cost to Date (D + E)	Estimated Cost to Complete	Estimated Cost at Completion (F + G)	Funded Contract Amount	Variance (Over or Under) (I - H)
	Funded	Actual							
A	B	C	D	E	F	G	H	I	J

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 2-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL				Voucher No.	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION				DATE VOUCHER PREPARED		SCHEDULE NO.	
				CONTRACT NUMBER AND DATE		PAID BY	
				REQUISITION NUMBER AND DATE			
PAYEE'S NAME AND ADDRESS						DATE INVOICE RECEIVED	
						DISCOUNT TERMS	
						PAYEE'S ACCOUNT NO.	
						SHIPPED FROM TO WEIGHT GOVERNMENT B/L NO.	
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information necessary)		QUANTITY	UNIT PRICE COST PER		AMOUNT -1
(Use continuation sheet(s) if necessary (Payee must NOT use the space below)						TOTAL	
PAYMENT:		APPROVED FOR	EXCHANGE RATE	DIFFERENCES			
☐	PROVISIONAL	= \$	= \$1.00				
☐	COMPLETE	BY 2					
☐	PARTIAL						
☐	FINAL			Amount verified; correct for			
☐	PROGRESS	TITLE		Signature or initials			
☐	ADVANCE						
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment							
_____ <i>(Date)</i> _____ <i>(Authorized Certifying Officer) 2</i> _____ <i>(Title)</i>							
ACCOUNTING CLASSIFICATION							
PAID BY	CHECK NUMBER		ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER		ON (Name of Bank)
	CASH	DATE	PAYEE 3				
1 When stated in foreign currency, insert name of currency. 2 If ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title 3 When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear.						PER	
						TITLE	

Standard Form1035 'September 1975 '4 Treasury FRM 2000 '1035-110		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL <i>CONTINUATION SHEET</i>			Voucher No.	
					Schedule No.	
					Sheet No.	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT						
Health Care Financing Administration						
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information necessary)	QUANTITY	UNIT PRICE		AMOUNT
				COST	PER	