



DEHE Assisted Billing Program Master Agreement

Community:	Division of Environmental Health & Engineering (DEHE)
Community Address:	DEHE Address: 4500 Diplomacy Dr., Suite 130 Anchorage, AK 99508
Community Contact (Utility Clerk): Name: Title: Phone: Email: Fax #:	DEHE Contact: Name: Christopher Cox Title: Sr. Program Manager Phone: (907) 729-7753 Email: cocox@anthc.org Fax #: (907) 729-4024
Total approximate cost per month: depends on the # of connections, see attached rate schedule (includes: processing payments, customized invoice and billing statements, mailing and filing costs.)	

This Agreement consists of the attached general provisions and service orders hereto or subsequently signed by the parties and that reference this Agreement (collectively, this "Agreement"). In the event of conflict among terms, the order of priority shall be the general provisions, attachments and then any other documents. This Agreement shall become effective when signed by authorized representatives of both parties and shall continue in effect unless earlier terminated in accordance with the provisions of this Agreement.

All payments will be sent to a bank Office and the monthly service payment based on rate schedule will be deducted from each monthly collection. The balance of each month's collections will be sent back to your community office.

Agreed

Agreed

Customer

DEHE

Authorized Signature

Authorized Signature

Printed Name

Christopher Cox

Printed Name

Title

Sr. Program Manager

Title

Date

Date



GENERAL PROVISIONS

1. PURPOSE

The following terms and conditions shall apply to the provision of billing services provided by DEHE - Department of Tribal Utility Support pursuant to this Agreement. These general provisions are made between Customer and DEHE to establish allocations for billing assistance and the development of a billing system for Customer as more specifically set forth in Attachment A. The parties understand this Agreement shall not address any collection services.

2. TERM/TERMINATION

This agreement shall be for one (1) year with two one-year (1) options. Options must be exercised by Customer by written notice to DEHE prior to the expiration of the agreement; provided, that DEHE shall give the Customer a preliminary notice at least 60 days before the agreement expires. The preliminary notice does not commit DEHE to an extension.

3. CANCELLATION OF SERVICES

Either party may cancel this Agreement with 30 days written notice. If Agreement has been prepaid, a refund will be given on prorated basis. If Agreement is not prepaid, the Customer is responsible for paying service agreements charges for work done by DEHE.

4. DEFAULTS

If either party fails, refuses, or is unable to satisfactorily carry out its obligations under this Agreement or is in default of or breaches any terms of this Agreement, that party shall be considered to be in default and the following procedure shall be followed prior to any termination: Under this Agreement, if a defaulting party shall fail to remedy any defaults within thirty (30) days after receipt of written notice, or if the defaulting party shall fail to commence to remedy such default within such thirty (30) day notice period where such default is not capable of being cured within such thirty (30) day period, and, in either case, any dispute arising from such default has not been referred to mediation, then by written notice of one party to the other party, this Agreement may be terminated on the date specified in such notice.

5. CHARGES

Customer shall pay DEHE for services provided at the rates and charges specified in the Attachment A. Payments are due within 30 days after date of invoice and must refer to the invoice number or as more specifically set forth in Attachment A. Customer shall reimburse DEHE for all costs associated with collecting delinquent or dishonored payments. Where payments are overdue DEHE may assess interest charges at the maximum rate permitted by law.

6. LIQUIDATED DAMAGES

In the event of Customer default, non-payment or voluntary termination, Customer will pay DEHE for any services rendered.

7. NO MODIFICATION OF TERMS/NO ASSIGNMENTS

Customer expressly acknowledges and agrees that these terms and conditions may not be varied, modified, or changed except by written agreement of DEHE. Customer shall not assign its rights and duties under this Agreement without the prior written consent of DEHE.

8. NOTICE

Notices shall be provided in writing to the contact information listed on the first page of the Master Agreement.

9. CONFIDENTIAL

All information or data of a personal nature about an individual shall not be disclosed to third-parties other than Customer or DEHE when disclosure is required for performance of Agreement or as pursuant to applicable law.

10. LIMITATION OF LIABILITY

The Customer agrees to limit DEHE's liability to the Customer and all others associated with the utility billing service, due to the DEHE's sole negligent acts, errors, or omissions, such that the total aggregate liability of DEHE to all those named shall not exceed the contract price or DEHE's total compensation for services rendered on the portion(s) of the contracted services resulting in the negligent acts, errors, or omissions, whichever is greater. The parties expressly understand and agree that under no circumstances shall DEHE be liable for any indirect, incidental, special, or consequential damages, including, but not limited to, damages for loss of revenues, penalties, program interruption, or other losses (even if DEHE has been advised of the possibility of such damages, and regardless of the form of action, whether in contract, tort or otherwise), resulting from any matter otherwise related to the use of, reliance on, or inability to use DEHE's billing services. The limitation of liability set forth in this section is an essential element of the bargain between DEHE and the Customer. Any legal action arising in connection with this Agreement must begin with two (2) years, after the cause of action arises.

11. MEDIATION

If a dispute should arise over the terms of this Agreement that the parties are unable to resolve between themselves, the representatives of the two parties shall meet in a formal joint conference session to attempt to resolve the issue(s) at hand. In the event any controversy arising under this Agreement is not resolved by informal negotiations within thirty (30) days (or any mutually agreed extension of time) after either party requests such negotiations, the case shall be referred to mediation, that is, an informal, nonbinding conference or conferences between the parties in which a mediator will seek to guide the parties to a resolution of the case. The parties are free to select any mutually acceptable person as a mediator and both parties will jointly nominate a third party who is not employed by or significantly involved with DEHE or the Customer to serve as a mediator. The mediation process shall continue until the case is resolved or the mediator makes a finding that there is no possibility of settlement through mediation or either party chooses not to continue further. This Agreement shall be interpreted in accordance with the laws of the United States and the State of Alaska.

12. CAPTIONS

Captions in this Agreement are for convenience and reference only, and in no way explain, modify, amplify or interpret this Agreement.

13. CONSTRUCTION OF AGREEMENT

Each party has participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.



ATTACHMENT A
Billing Responsibilities

1. CUSTOMER RESPONSIBILITIES

Customer will provide items needed to bill for billing services:

- 1.1. Number of customers to be billed and user agreements as applicable;
- 1.2. Names of customers;
- 1.3. Addresses (including physical address, i.e. lot & block numbers);
- 1.4. Balance on account for each customer billed;
- 1.5. Charge/costs – (What are customers being charged for services?)
- 1.6. Provide DEHE a copy of the homeowner user agreements regarding any of the following services:
 - a. Sewer Service (piped);
 - b. Water Service (Haul/Piped);
 - c. Specify Residential Service, Commercial Service, School Service or Conditional Service;
 - d. Liquid Waste Disposal Service (Honey Bucket);
 - e. Disconnected/Discontinued Service Fees;
 - f. Reconnected/Resumed Service Fees or
 - g. Solid Waste (garbage disposal).

2. CUSTOMER PREPARATION FOR BILLING FUNCTIONS.

Customer will work cooperatively with DEHE to ensure all services are provided to maximum benefit. Customer will maintain open communication during the set up process for accuracy in record keeping. DEHE will advise Customer, in advance, regarding any special needs for the services. For Customer preparation work, DEHE shall:

- 2.1 Open a Community account in CUSI and set up all the following details:
 - 2.1.1 Charges/Costs/Types of Services
 - 2.1.2 Community information
 - 2.1.3 Enter data from the community (customer information)
 - 2.1.4 When appropriate, making the relevant financial records available to DEHE in advance; appoint appropriate staff as primary point of contact to assist DEHE during the billing cycle (point of contact shall be set forth on Master Agreement page as customer contact)
 - 2.1.5 Customize Invoice and Billing Statement

3. DEHE RESPONSIBILITIES (What is done for monthly billing?)

- 3.1 Payment information is received and updated daily.
 - 3.1.1 If payments are received in the community; forward as soon as they are received to the office for processing.

The address is:
ANTHC - ARUC
4500 Diplomacy Dr. Suite 130
Anchorage, AK 99508
 - 3.1.2 Payments will be reconciled within the first week following the billing cycle. The monthly fee will then be deducted and a check or an electronic transfer will be distributed to the community for the remaining amount collected.
- 3.2 Calculate monthly billing after all transactions are updated for the month being billed for.
- 3.3 DEHE shall not perform any collection services associated with this agreement.

4. BILLING PROCEDURES



- 4.1 Payments are applied to the oldest bill first, until a customer is current. At which time the payments are applied to the current bill.
 - 4.2 If user agreements are in place with customers who have an outstanding balance, then the amount agreed upon will be applied to the outstanding balance after the current month or oldest month billed *by us* has been paid first.
 - 4.3 All payments are applied as they are received before invoices are created for the current month being billed. Once the invoice is printed (the last business day of the month), payments received after that will be dated for the first business day of the following month. This allows for the payment received transaction to appear on the next month's billing invoice.
5. **END OF MONTH BILLING PROCESS (in CUSD):**
- 5.1 Late payment penalties are applied by the 26th of the month; if requested by the community.
 - 5.2 Once completed, any adjustments needed are done.
 - 5.3 Calculate billing charges and review for accuracy.
 - 5.4 Print invoices then close-out monthly billing.
6. **MAILING & FILING**
- 6.1 Fold billing invoices, place in envelopes and mail.
 - 6.2 File an electronic copy of the invoice.
 - 6.3 Mailing cost (at applicable U.S. Postage rate or private carrier)
After identifying all customer needs, DEHE will compute the total cost for services described above; costs are noted on the Master Agreement page.
7. **COMMUNITY REPORTS**
- 7.1 Reports are emailed to the Community's office personnel for review and processing. The following reports are sent monthly after the billing process is complete:
 - Accounts Receivable Summary
 - Current Customer list and Account Numbers
 - Aged Accounts Receivable Summary
 - Open Balances
 - Transaction Report
 - Payments
 - Invoices



DEHE Contract No. _____

Utility Billing Fee Table

Assisted Billing Fee is \$625 up to 50 connections and an added \$62.50 for each additional 50 connections

0-50 Connections	51-100 Connections	101 - 150 Connections	151-200 Connections	201-250 Connections	251-300 Connections	301-350 Connections	351-400 Connections	401-450 Connections
\$625.00	\$687.50	\$750.00	\$812.50	\$875.00	\$937.50	\$1,000.00	\$1,062.50	\$1,125.00

Each added billing service (taxes, landfill, etc.) is an additional \$100/month to the above fees.