**Summary of Changes**

Edits proposed to Billing and Payment are clean-up in nature, updated to reflect current billing practices.

**Edits of Particular Note**

The last sentence under 16.1 was moved up as the second sentence and restated to say if BPA is not able to bill a customer electronically, then BPA will send the customer a physical copy of the bill. Originally the sentence stated if electronic transmittal of the entire bill was not practical, then an electronic summary of the bill would be sent to the customer. BPA’s billing system no longer supports the creation of bill summaries.

**Reservation of Rights**

The following draft language to Section 16, including but not limited to the proposed edits and comments provided by WPAG below, are not agreed to by any WPAG member and are provided for discussion purposes only. The draft Provider of Choice contracts, including this section, are subject to WPAG’s ongoing review and recommended revision. WPAG reserves all rights to subsequently reject the language below, in whole or in part, and/or propose alternative language, including the right to reject or propose alternatives to the edits proposed by WPAG in this draft.

**16. BILLING AND PAYMENT*(03/21/2024 Version)***

16.1 **Billing**

BPA shall electronically bill «Customer Name» monthly for all products and services provided during the preceding month(s). Electronic transmittal shall be made through the BPA Customer Portal or as otherwise agreed to by the Parties. However, ipossible a physical copy of the bill to the individual(s) identified Exhibit I or as otherwise agreed to by the Parties BPA may send «Customer Name» an estimated bill followed by a final bill. The Issue Date is the date BPA sends the bill to «Customer Name».

16.2 **Payment**

«Customer Name» shall pay all bills electronically in accordance with instructions on the bill. Payment of all bills, whether estimated or final, must be received by the 20th day after the Issue Date of the bill (Due Date). If the 20th day is a Saturday, Sunday, or federal holiday, then the Due Date is the next Business Day.

If «Customer Name» has made payment on an estimated bill then:

(1) if the amount of the final bill exceeds the amount of the estimated bill, then «Customer Name» shall pay BPA the difference between the estimated bill and final bill by the final bill’s Due Date; or

(2) if the amount of the final bill is less than the amount of the estimated bill, then BPA shall pay «Customer Name» the difference between the estimated bill and final bill by the 20th day after the final bill’s Issue Date. If the 20th day is a Saturday, Sunday, or federal holiday, BPA shall pay the difference by the next Business Day.

16.3 **Late Payments**

If «Customer Name» has not paid its bill in full by the Due Date, daily interest shall be applied to any unpaid balance at a rate equal to the higher of:

(1) the Prime Rate (as reported in the Wall Street Journal or successor publication in the first issue published during the month in which payment was due) plus four percent, divided by 365; or

(2) the Prime Rate times 1.5, divided by 365.

16.4 **Failure to Pay**

If «Customer Name» has not paid its bill in full by the Due Date, it shall have 45 days to cure its nonpayment by making payment in full. If «Customer Name» does not provide payment within three Business Days after receipt of an additional written notice from BPA, and BPA determines in its sole discretion that «Customer Name» is unable to make the payments owed, then BPA may terminate this Agreement pursuant to section 25.1. Written notices sent under this section 16.4 must comply with Exhibit I.

16.5 **Disputed Bills**

16.5.1 If «Customer Name» disputes any portion of a charge or credit on «Customer Name»’s estimated or final bills, «Customer Name» shall provide written notice to BPA with a copy of the bill noting the disputed amounts. Notwithstanding whether any portion of the bill is in dispute, «Customer Name» shall pay the entire bill by the Due Date. This section 16.5.1 does not allow «Customer Name» to challenge the validity of any BPA rate.

16.5.2 Unpaid amounts on a bill (including both disputed and undisputed amounts) are subject to the late payment charges provided above. Notice of a disputed charge on a bill does not constitute BPA’s agreement that a valid claim under contract law has been stated.

16.5.3 If the Parties agree, or if after a final determination of a dispute pursuant to section 22, «Customer Name» is entitled to a refund of any portion of the disputed amount, then BPA shall make such refund with simple interest computed from the date of receipt of the disputed payment to the date the refund is made. The daily interest rate shall equal the Prime Rate (as reported in the Wall Street Journal or successor publication in the first issue published during the month in which payment was due) plus four percent, divided by 365.