

**APPENDIX F**

**CUSTOMER SERVICE STANDARDS**

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These standards shall apply to the Grantee to the extent it is providing Cable Services over the Cable System in the Franchise Area.

#### SECTION 1: DEFINITIONS

A. *Respond*: The Grantee's investigation of a Service Interruption by receiving a Subscriber call and opening a trouble ticket, if required.

B. *Significant Outage*: A significant outage of the Cable Service shall mean any Service Interruption lasting at least four (4) hours and affecting at least ten percent (10%) of the Subscribers in the Franchise Area.

C. *Service Call*: The action taken by the Grantee to correct a Service Interruption the effect of which is limited to an individual Subscriber.

D. *Standard Installation*: Installations where the Subscriber is within one hundred fifty (150) feet from the existing distribution system.

E. *Service Interruption*: The loss of picture or sound on one or more cable Channels.

#### SECTION 2: TELEPHONE AVAILABILITY

A. The Grantee shall maintain a toll-free number to receive all calls and inquiries from Subscribers in the Franchise Area and/or residents regarding Cable Service. The Grantee representatives trained and qualified to answer questions related to Cable Service in the Franchise Area must be available to receive reports of Service Interruptions twenty four (24) hours a day, seven (7) days a week, and other inquiries at least forty five (45) hours per week including some evening and weekend hours. The Grantee representatives shall identify themselves by name when answering this number.

B. The Grantee's telephone number(s) shall be publically listed with appropriate descriptions (e.g. administration, customer service, billing, repair, etc.) if applicable, in the directory published by the local telephone company or companies serving the Franchise Area or otherwise available through directory assistance, and/or prominently published on-line and on customer invoices.

C. The Grantee may use an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU") to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options. After the first tier menu (not including a foreign language rollout) has run through three times, if customers do not select any option, the ARU will forward the call to a queue for a live representative unless Grantee also offers a VRU option. The Grantee may reasonably substitute

this requirement with another method of handling calls from customers who do not have touch-tone telephones.

D. Under Normal Operating Conditions, calls received by the Grantee shall be answered within thirty (30) seconds. The Grantee shall meet this standard for ninety percent (90%) of the calls it receives at all call centers receiving calls from Subscribers, as measured on a cumulative quarterly calendar basis. Measurement of this standard shall include all calls received by the Grantee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after thirty (30) seconds of call waiting.

E. Under Normal Operating Conditions, callers to the Grantee shall receive a busy signal no more than three percent (3%) of the time during any calendar quarter.

F. At the Grantee's option, the measurements above may be changed from calendar quarters to billing or accounting quarters. The Grantee shall notify the City of such a change at least thirty (30) days in advance of any implementation.

### **SECTION 3: INSTALLATIONS AND SERVICE APPOINTMENTS**

A. All installations will be in accordance with FCC rules, including but not limited to, appropriate grounding, connection of equipment to ensure reception of Cable Service, and the provision of required consumer information and literature, either written or electronic to adequately inform the Subscriber in the utilization of Grantee-supplied equipment and Cable Service.

B. Under Normal Operating Conditions, standard installations shall be performed within seven (7) business days after an order is placed. The Grantee shall meet this standard for ninety five percent (95%) of the Standard Installations it performs, as measured on a calendar quarter basis.

C. At the Grantee's option, the measurements of above may be changed from calendar quarters to billing or accounting quarters. The Grantee shall notify the City of such a change not less than thirty (30) days in advance.

D. The Grantee will offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls, and other activities of a maximum four (4) hours scheduled time block during appropriate daylight available hours, usually beginning at 8:00 a.m. unless it is deemed appropriate to begin earlier by location. The Grantee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. These hour restrictions do not apply to weekends.

E. The Grantee shall provide the following "On-Time Guarantee":

In the event the Grantee fails to arrive for a service or installation appointment or other activities at the Subscriber's premises within the promised four (4) hour time block, or within four (4) hours of a different time requested by the Subscriber and agreed to by the Grantee, the Subscriber shall receive an automatic \$20 credit.

#### **SECTION 4: SERVICE INTERRUPTIONS AND OUTAGES**

A. The Grantee shall render efficient Service, make repairs promptly, and interrupt Service only for good cause and for the shortest time possible. The Grantee shall exercise all commercially reasonable efforts to prevent the occurrence of a Significant Outage. The Grantee shall notify the City of any Significant Outage of the Cable Service within 12 hours of when it knew or should have known of the outage and shall work continuously to correct the outage and fully restore service.

B. The Grantee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, the Grantee may schedule a Significant Outage for a period of more than four (4) hours during any twenty four (24) hour period only after the City and each affected Subscriber in the Franchise Area have been given reasonable prior notice of the proposed Significant Outage. Notwithstanding the foregoing, the Grantee may perform modifications, repairs, and upgrades to the System between 12.01 a.m. and 6 a.m. which may interrupt Service, and this Section's notice obligations respecting such possible interruptions will be satisfied by notice provided to Subscribers upon installation and in the annual Subscriber notice.

C. The Grantee representatives who are capable of responding to Service Interruptions must be available to Respond twenty four (24) hours a day, seven (7) days a week.

D. Under Normal Operating Conditions, the Grantee must Respond to a call from a Subscriber regarding a Service Interruption or other Service problems within the following time frames:

(1) Within twenty four (24) hours, including weekends, of receiving Subscriber calls respecting Service Interruptions in the Franchise Area.

(2) The Grantee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or the City of a Cable Service problem.

(3) Under Normal Operating Conditions, the Grantee shall complete Service Calls within seventy-two (72) hours of the time the Grantee commences to respond to the Service Interruption not including weekends and situations where the Subscriber is not reasonably available for a Service Call to correct the Service Interruption within the seventy-two (72) hour period.

E. The Grantee shall meet the standard in Subsection D of this Section for ninety percent (90%) of the Service Calls it completes, as measured on a quarterly basis.

F. At the Grantee's option, the above measurements may be changed from calendar quarters to billing or accounting quarters. The Grantee shall notify the City of such a change at least thirty (30) days in advance of any implementation.

G. Under Normal Operating Conditions, the Grantee shall offer a credit when all Channels received by that Subscriber are out of Service for a period of four (4) consecutive hours or more, if contacted by a Subscriber regarding such outage. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber(s) current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow the Grantee to verify the problem if requested by the Grantee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

H. Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, the Grantee shall automatically issue a credit to the affected Subscribers in the amount equal to their monthly recurring charges for the proportionate time the Cable Service was out, or a credit to the affected Subscribers in the amount equal to the charge for the basic plus enhanced basic level of service for the proportionate time the Cable Service was out, or a uniform refund across all affected Subscribers where the number of affected subscribers makes individualized calculations impracticable, provided the determination of impracticability is nondiscriminatory. Such credit shall be reflected on Subscriber billing statements no later than the second available billing cycle following the outage.

## **SECTION 5: CUSTOMER COMPLAINTS**

A. Response Time. Grantee shall maintain an adequate force of repair technicians. Grantee shall respond to Subscriber service complaints, problems, and Cable System outages in accordance with applicable law, including 47 C.F.R. § 76.309. No charge shall be made to a Subscriber for this service, unless the need to respond is the fault of the Subscriber or the Subscriber's equipment, which shall be Grantee's burden to prove. Notwithstanding the foregoing, a repair relating to faulty installation of Cable Service by Grantee shall be made at no charge to Subscriber and may be eligible for a credit. Grantee shall assure rapid repair of major Cable System outages. If a Subscriber is not satisfied with the resolution of a complaint, the Subscriber shall, upon request, be referred to supervisory-level personnel.

B. Complaints Referred by City. For purposes of this Section, "complaints" shall mean written complaints submitted by letter or e-mail by the City on behalf of a customer. Under Normal Operating Conditions, the Grantee shall investigate Subscriber complaints referred by the City within three (3) business days and provide the Subscriber a response that either resolves the complaint to the Subscriber's satisfaction or a final response from the Grantee. The Grantee shall notify the City of those matters that necessitate in excess of three (3) business days to resolve, but those matters must be resolved within fifteen (15) days of the initial referral to Grantee. The City may require reasonable documentation to be provided by the Grantee to substantiate the request for additional time to resolve the problem. For purposes of this Section, "resolve" means that the Grantee shall perform those actions which, in the normal course of business, are necessary to investigate the Customer's complaint and advise the Customer of the results of that investigation. Grantee shall maintain a process for receiving and responding to written and non-written complaints from sources other than the City (such as a better business bureau or directly from customers) within a reasonable time, not to exceed 30 days.

## **SECTION 6: BILLING**

A. Bills sent by the Grantee to the Subscriber for Cable Services are to be clear, concise and understandable. All bills shall clearly delineate all activity during the billing period, and must be itemized to describe Cable Services purchased by Subscribers and related equipment charges. Bills shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. The Grantee shall, without limitation as to additional line items, be allowed to itemize as separate line items, Franchise fees, taxes, and/or other governmentally imposed fees. The Grantee shall maintain records of the date and place of mailing of bills.

B. Every Subscriber with a current account balance sending payment directly to the Grantee shall be given at least twenty (20) days from the date statements are mailed to the Subscriber until the payment due date.

C. A specific due date shall be listed on the bill of every Subscriber whose account is current. Delinquent accounts may receive a bill that lists the due date as upon receipt; however, the current portion of that bill shall not be considered past due except in accordance with Subsection 6.B. above.

E. Any Subscriber who, in good faith, disputes all or part of any bill shall have the option of withholding the disputed amount without disconnect or late fee being assessed until the dispute is resolved provided that:

- (1) The Subscriber pays all undisputed charges;
- (2) The Subscriber provides notification of the dispute to the Grantee within five (5) days prior to the due date; and
- (3) The Subscriber cooperates in determining the accuracy and/or appropriateness of the charges in dispute.
- (4) It shall be within the Grantee's sole discretion to determine when the dispute has been resolved, however, the subscriber may file a complaint with the City for review.

E. Under Normal Operating Conditions, the Grantee shall initiate investigation and resolution of all billing complaints received from Subscribers within five (5) business days of receipt of the complaint. Final resolution shall not be unreasonably delayed.

F. The Grantee shall provide a telephone number and address on the bill for Subscribers to contact the Grantee.

G. The Grantee shall forward a copy of any Cable Service related billing inserts or other mailing sent to Subscribers to the City upon written request.

H. The Grantee shall provide all Subscribers with the option of paying for Cable Service by check or an automatic payment option where the amount of the bill is automatically deducted from a checking account designated by the Subscriber. The Grantee may in the future, at its discretion, permit payment by using a major credit card on a preauthorized basis. Based on credit history, at the option of the Grantee, the payment alternative may be limited.

I. Upon the City's written request, the Grantee shall omit the City's name, address, and telephone number from Subscriber bills as permitted by 47 C.F.R. 76.952.

J. Bill payment locations. Grantee shall maintain, or cause to be maintained, not less than five (5) conveniently located sites, other than the Service Center, in the City at which Subscribers may pay their bills. If such location is operated by a third party, a reasonable service fee may be charged by the third party to the Subscriber. Grantee shall use reasonable efforts to maintain such locations at other than liquor stores. Grantee shall prominently make available to Subscribers information related to the location of bill payment sites.

K. Equipment drop-off locations. Grantee shall provide alternative choices for equipment return such as third-party drop off locations (i.e. UPS Stores) or Grantee-provided mailer at no charge to the Subscriber.

## **SECTION 7: DEPOSITS, REFUNDS, AND CREDITS**

A. The Grantee may require refundable deposits from Subscribers: 1) with a poor credit or poor payment history; 2) who refuse to provide credit history information to the Grantee; or 3) who rent Subscriber equipment from the Grantee, so long as such deposits are applied on a non-discriminatory basis. The deposit the Grantee may charge Subscribers with poor credit or poor payment history or who refuse to provide credit information may not exceed an amount equal to an average Subscriber's monthly charge multiplied by six (6) plus standard installation fees. The maximum deposit the Grantee may charge for Subscriber equipment is the cost of the equipment that the Grantee would need to purchase to replace the equipment rented to the Subscriber.

B. The Grantee shall refund or credit the Subscriber for the amount of the deposit collected for equipment, which is unrelated to poor credit or poor payment history, after one year and provided the Subscriber has demonstrated good payment history during this period. The Grantee shall pay interest on other deposits if required by law.

C. Under Normal Operating Conditions, refund checks will be issued with the next available billing cycle following the resolution of the event giving rise to the refund (e.g., equipment return and final bill payment).

D. Credits for Cable Service will be issued no later than the Subscriber's next available billing cycle, following the determination that a credit is warranted.

E. Bills shall be considered paid when appropriate payment is received by the Grantee or its authorized agent. Appropriate time considerations shall be included in the Grantee's collection

procedures to assure that payments due have been received before late notices or termination notices are sent.

#### **SECTION 8: RATES, FEES, AND CHARGES**

A. The Grantee shall not impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work related to the Grantee equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to a situation in which the Subscriber reconnects Grantee equipment incorrectly) or by the failure of the Subscriber to take reasonable precautions to protect the Grantee's equipment (for example, a dog chew). This provision does not prohibit initial installation fees or equipment pick-up fees.

B. The Grantee shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice.

#### **SECTION 9: DISCONNECTION / DENIAL OF SERVICE**

A. The Grantee shall not terminate Cable Service for nonpayment of a delinquent account unless the Grantee mails a notice of the delinquency and impending termination no less than 10 business days prior to the proposed final termination. The notice shall be mailed to the Subscriber to whom the Cable Service is billed. The notice of delinquency and impending termination may be part of a billing statement.

B. Cable Service terminated in error must be restored without charge within twenty four (24) hours of notice. If a Subscriber was billed for the period during which Cable Service was terminated in error, a credit shall be issued to the Subscriber if the Service Interruption was reported by the Subscriber.

C. Nothing in these standards shall limit the right of the Grantee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Grantee's equipment, abusive and/or threatening behavior toward the Grantee's employees or representatives, or refusal to provide credit history information or refusal to allow the Grantee to validate the identity, credit history, and credit worthiness via an external credit agency.

#### **SECTION 10: COMMUNICATIONS WITH SUBSCRIBERS**

A. All Grantee personnel, contractors, and subcontractors contacting Subscribers or potential Subscribers outside the office of the Grantee shall wear a clearly visible identification card bearing their name and photograph. In addition, all Grantee representatives shall wear appropriate clothing while working at a Subscriber's premises. Every service vehicle of the Grantee and its contractors or subcontractors shall be clearly identified as such to the public. Specifically, Grantee vehicles shall have the Grantee's logo plainly visible. The vehicles of those contractors and subcontractors working for the Grantee shall have the contractor's/subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to the Grantee.



B. All contact with a Subscriber or potential Subscriber by a Person representing the Grantee shall be conducted in a courteous manner.

C. The Grantee shall send annual notices to all Subscribers informing them that any complaints or inquiries not satisfactorily handled by the Grantee may be referred to the City.

D. All notices identified in this Section shall be by either:

(1) A separate document, a separate document included with a billing statement or included on the portion of the monthly bill that is to be retained by the Subscriber; or

(2) A separate electronic notification.

E. The Grantee shall provide reasonable notice to Subscribers of any pricing changes or additional charges (excluding sales discounts, new products, or offers) and, subject to the foregoing, any changes in Cable Services, including channel line-ups. Such notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if within the control of the Grantee, and the Grantee shall provide a copy of the notice to the City including how and where the notice was given to Subscribers. The addition of new channels or Cable Services for which there is no charge to customers and that do not cause any change in existing channel positions may be implemented with less than the required thirty-day notice.

F. The Grantee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, at any time upon request, and, subject to Subsection 10.E., at least thirty (30) days prior to making significant changes in the information required by this Section if within the control of the Grantee:

(1) Products and Cable Service offered;

(2) Prices and options for Cable Services and conditions of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program guides, installation, downgrades, late fees, and other fees charged by the Grantee related to Cable Service;

(3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;

(4) Channel positions of Cable Services offered on the Cable System;

(5) Complaint procedures, including the appropriate contact information of the City, but with a notice advising the Subscriber to initially contact the Grantee about all complaints and questions;

(6) Procedures for requesting Cable Service credit;

(7) The availability of a parental control device;

(8) Grantee practices and procedures for protecting against invasion of privacy;

and

(9) The address and telephone number of the Grantee's office to which complaints may be reported.

A copy of notices required in this Subsection 10.F. will be given to the City at least 15 days prior to distribution to Subscribers if the reason for notice is due to a change that is within the control of the Grantee and as soon as possible if not within the control of the Grantee.

G. Notices of changes in rates shall indicate the Cable Service new rates and old rates or precise amount of the rate change, if applicable. For subscribers who are receiving a promotional or discounted offer, Grantee shall either continue to bill customers in advance such that the customer has time to change services if desired prior to owing the undiscounted rate, or shall include an express notice on the customer's bill in the immediately prior billing statement that a promotional or discounted offer is expiring.

H. Notices of changes of Cable Services and/or Channel locations shall include a description of the new Cable Service, the specific channel location, and the hours of operation of the Cable Service if the Cable Service is only offered on a part-time basis. In addition, should the channel location, hours of operation, or existence of other Cable Services be affected by the introduction of a new Cable Service, such information must be included in the notice.

I. Every notice of termination of Cable Service shall include the following information:

(1) The name and address of the Subscriber whose account is delinquent;

(2) The amount of the delinquency for all services billed;

(3) The date by which payment is required in order to avoid termination of Cable Service;  
and

(4) The telephone number for the Grantee where the Subscriber can receive additional information about their account and discuss the pending termination.

## **SECTION 11. CUSTOMER SERVICE REPORTING.**

A. Grantee shall provide MOCC with reports on customer service in the forms shown below including sufficient information (in the City's reasonable judgement) for the City to evaluate the quarterly performance standards set forth in this Appendix. For the term of this Agreement, such reports shall be provided on a quarterly basis, within sixty (60) days of the end of a calendar quarter.

**B. The City shall have the right to audit Grantee's reports and all records necessary to determine Grantee's compliance with the standards set forth in this Appendix; provided, that such audits shall be conducted no more frequently than once per year.**