

# City of Seattle Office of City Auditor



Susan Cohen, City Auditor

**Date:** October 24, 2008

**To:** Seattle City Council Energy and Technology Committee Members

**From:** Tony Perez, Director, Office of Cable Communications, Department of Information Technology  
Susan Cohen, Seattle City Auditor

**Subject:** Follow up Audit of Broadstripe's Compliance with the City of Seattle's Cable Customer Bill of Rights

## Background

The Seattle City Council established the Cable Customer Bill of Rights (CCBOR) in 1999 to ensure that Seattle cable customers receive competent, responsive service from cable companies. In April 2002, the City Council adopted amendments to the CCBOR which strengthened several provisions, clarified that the CCBOR applied to cable modem service, and added some of the country's most stringent privacy protections. The City of Seattle is a leader among cities in providing an active customer service enforcement program for cable customers.

Under the CCBOR, the City has the authority to audit cable companies to determine if they are in compliance with its requirements. We conducted this follow up audit at the request of the members of the Seattle City Council's Energy and Technology Committee. The committee's request was prompted by the large number of complaints City Councilmembers had received from Millennium Digital Media/Broadstripe customers during the franchise renewal process in 2007, and the results of our August 21, 2007 review of Millennium Digital Media. (Note: In August 2007, Millennium Digital Media officially changed its public name to Broadstripe.)

During that review, we found that Millennium was either out of compliance or only partially in compliance with a number of CCBOR requirements. In addition, several CCBOR requirements were categorized as "in transition," due to the fact that Millennium had recently moved its customer call center from Bellevue, Washington to Potterville, Michigan.

## Scope and Methodology

For this follow up audit, we examined Broadstripe's compliance with the same fifty CCBOR requirements we tested in our 2007 audit. To assess the extent to which Broadstripe complied with each requirement, we conducted site visits to Broadstripe facilities (including one to their regional customer call center in Potterville, Michigan); interviewed Broadstripe managers, staff, and consultants; and reviewed Broadstripe policies, procedures, and reports. We shared a copy of our draft report with Broadstripe managers and incorporated their feedback as appropriate into the report. In addition, they provided us with the following comments:

"Our management team regularly monitors CCBOR effectiveness. This concentrated focus, coupled with education and monitoring has begun to provide the improved

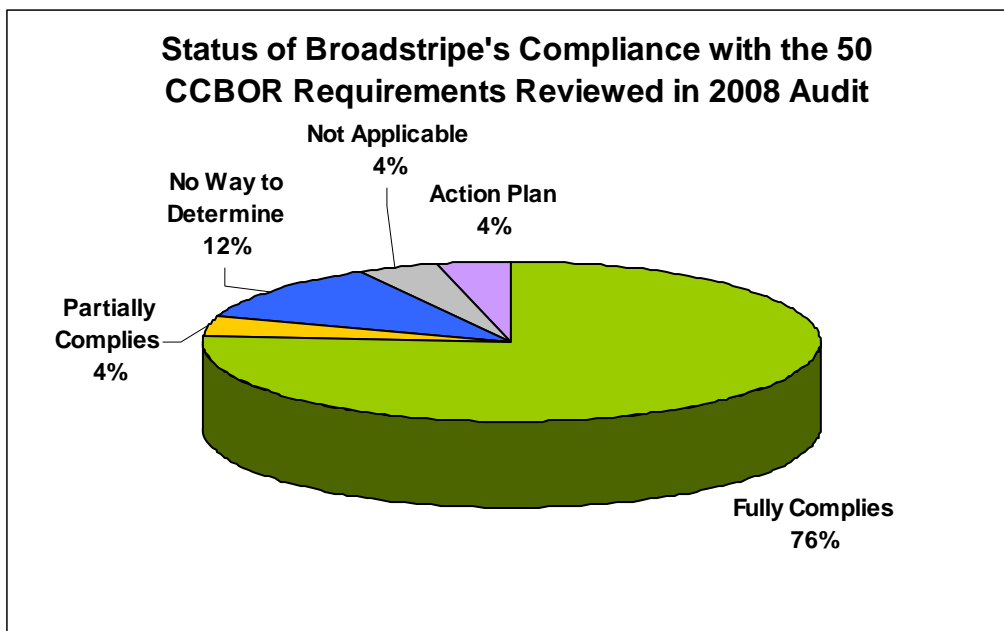
performance we have sought and is reflected in this compliance audit. Our management team will strive for continued improvement in areas delineated as "*Partially Complies.*" This comment is supported by improvements in our 2008 telephone statistics. We also plan to improve our Annual Notice and continue to provide a separate Privacy Notice as indicated in the audit."

We conducted this performance audit between June and September 2008, in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

## Findings

We found that Broadstripe fully complied with thirty-eight and partially complied with two of the fifty CCBOR requirements we examined. Broadstripe has action plans in place to address two requirements. We could not determine Broadstripe's compliance with six requirements because either there was no reasonable way to make a determination or no activity had occurred in the area to allow us to conduct testing. Two requirements were rated not applicable. Chart I and Table I below provide summary information on Broadstripe's compliance with the fifty CCBOR requirements. See Table II on page seven for a complete list of the fifty CCBOR requirements we examined and how we rated them.

**Chart I. Status of Broadstripe's 2007-2008 Compliance with 50 CCBOR Requirements**



Source: City of Seattle, Office of City Auditor and Office of Cable Communications, September 2008

**Table I. Status of Broadstripe’s 2008 Compliance with 50 CCBOR Requirements by Issue Area**

Issue Area	Fully Complies	Partially Complies	No Reasonable Way to Determine	Action Plan in Place	Not Applicable
Customer Service	24	2	5	1	1
Customer Complaints	8				
Customer Privacy	4		1	1	1
Verification of compliance	2				
<b>Total number by rating</b>	<b>38</b>	<b>2</b>	<b>6</b>	<b>2</b>	<b>2</b>
<b>Percent by rating</b>	<b>76%</b>	<b>4%</b>	<b>12%</b>	<b>4%</b>	<b>4%</b>
<b>Percent by rating 2007 audit</b>	<b>34%</b>	<b>20%</b>	<b>14%</b>	<b>8%</b>	<b>24%<sup>1</sup></b>

Source: City of Seattle, Office of City Auditor and Office of Cable Communications, September 2008

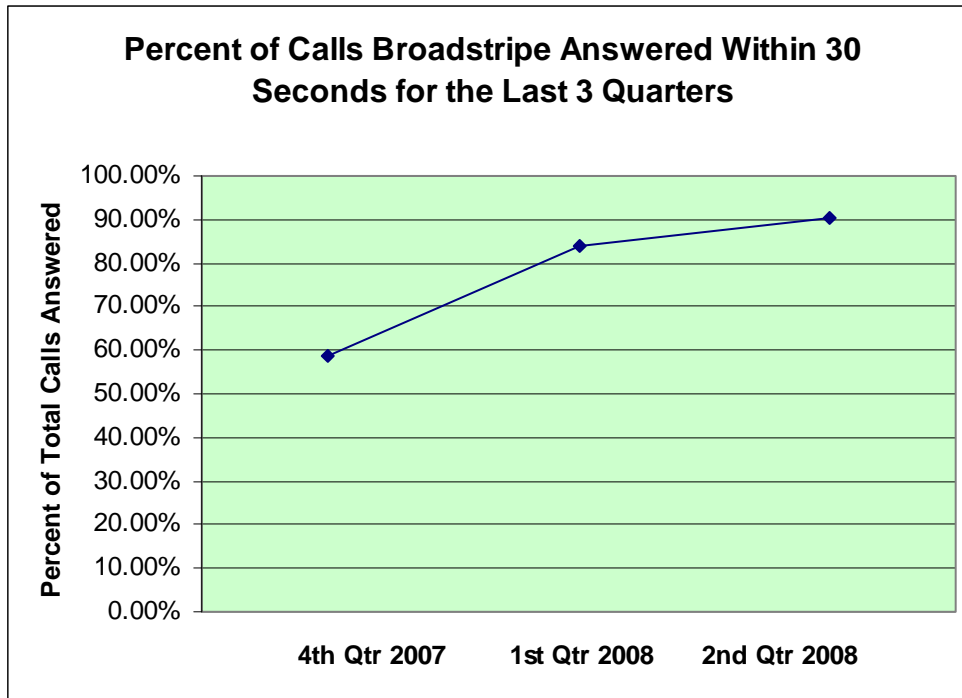
### **Broadstripe Shows Substantial Improvement in CCBOR Compliance**

As Table I shows, Broadstripe has significantly increased the percentage of CCBOR requirements with which they are in full compliance from the 34 percent noted in our 2007 audit to 76 percent in 2008. We found that, over the course of the past year, Broadstripe made substantial improvements in customer service, telephone call response time, and procedures for handling customer complaints. In addition, Broadstripe is now in full compliance with nine of the twelve CCBOR requirements we rated as “In Transition” or “Action Plan in Place” in 2007.

We rated them in partial compliance with two of the requirements rated last year as “In Transition” (both related to telephone response time) because they were not in full compliance with these requirements for the entire period we examined (July 2007 – June 2008). However, they complied with these requirements in the last quarter of 2008, and if this trend continues, they will continue to meet response time standards. See Chart II below for a visual display of Broadstripe’s call response time trends over the last three calendar quarters.

<sup>1</sup>The 24% listed in the Not Applicable category for the 2007 audit includes: 1) items that were not in compliance (2%), 2) items for which Millennium Digital Media could not provide data (6%) and 3) items that were in transition (16%).

**Chart II. Broadstripe's Trends in Customer Call Response Times For the Last Three Calendar Quarters**



Source: City of Seattle, Office of City Auditor, based on Broadstripe's quarterly reports for 2007-8

### **Broadstripe Partially Complied with Two CCBOR Requirements**

We found that Broadstripe was in partial compliance with two of the fifty CCBOR requirements we examined, as follows:

**1. Telephone response times**

Broadstripe did not meet the standards for telephone response time for each calendar quarter we examined, although they did meet them for second quarter 2008 (see above).

**2. Busy signals**

Broadstripe did not provide data on the total percent of calls receiving busy signals for two of the calendar quarters we examined.

### **Broadstripe has Action Plans in Place for Two CCBOR Requirements**

Broadstripe has action plans in place for two CCBOR requirements related to protection of customer privacy to ensure full compliance in the future. Specifically, we found that the information packet Broadstripe gives new customers upon installation did not include a separate written privacy statement as required by U.S.C. 47 Section 551 and the CCBOR. The Broadstripe privacy statement also fails to advise customers, as required by the CCBOR, of their right to prevent the disclosure of their name and address for non cable-related purposes. Broadstripe also partially failed to comply with the CCBOR because its new customers are not being provided a postage-paid, self addressed mail back envelope to opt out of such disclosure. The privacy statement provided by Broadstripe is not in full compliance with the CCBOR in other respects. Specifically, Broadstripe's policy interprets the conditions under which Broadstripe would release personal information more broadly than what is required by CCBOR.

**Action Plan:** *Broadstripe managers are currently working with the City's Office of Cable Communications to review and revise the privacy statement contained in their Annual Customer Notification, and have agreed to ensure that a separate privacy statement and return postcard are included in all new customer installation packets.*

**Cable Customers Need to Be Proactive About Asserting Their Rights under the CCBOR**

In addition, although we rated Broadstripe as fully complying with a high percentage of the CCBOR requirements (76 percent), we found many instances in which Broadstripe's compliance was dependent upon cable customers' knowledge of their rights under the CCBOR and their assertiveness in asking that these rights be honored.

For example, SMC 21.60.820 C (4) requires that cable companies offer customers the option of service calls or installation appointments weekday evenings until 7:00 p.m. and a minimum of four hours on Saturdays. While Broadstripe has these time slots available for service calls, evening and Saturday appointments are scheduled only upon customer request. Therefore, customers who do not know these times are available for service calls are unlikely to ask for them. As a result, many customers for whom these times would be much more convenient—for example, customers who work during normal business hours (8 a.m. – 5 p.m., Monday – Friday) may not know they can ask for them, and hence lose out on this opportunity.

Another example concerns Seattle Municipal Code section 21.60.820 D, which requires cable companies to provide mobility-impaired customers the free use of a converter remote control unit. However, unless a mobility-impaired customer is aware of this right, it is doubtful that s/he will ask for this benefit; on the other hand, if the customer service representative does not know about the customer's disability, s/he will not offer the benefit.

Based on our work, we recommend that all City of Seattle cable customers read the CCBOR summary brochure that the Broadstripe is required to mail to them annually or review the City of Seattle's summary of the CCBOR which is found on-line at <http://www.seattle.gov/cable> under Cable Customer Resources. If they have any questions about their rights as cable customers, they are encouraged to call the City's 24-hour Cableline at 206-684-8498 or 206-386-1989 during normal business hours.

**Table II. Summary of Ratings  
50 Cable Customer Bill of Rights Requirements**

<b>Green:</b>	Broadstripe <b>fully complies</b> with the requirement (38)
<b>Gold:</b>	Broadstripe <b>partially complies</b> with the requirement (2)
<b>Blue:</b>	There is <b>no reasonable way to determine compliance or non-compliance</b> (6)
<b>Purple:</b>	Broadstripe is not in full compliance, but has an <b>Action Plan in Place</b> (2)
<b>Grey:</b>	Were determined to be <b>not applicable</b> for this follow up audit (2)

Requirement	Rating
<b>Customer Service – Courtesy</b>	
1. All employees shall be courteous, knowledgeable and helpful and shall provide effective, timely and satisfactory service in all contacts with Customers. (SMC 21.60.820 A)	<b>Fully Complies</b>
<b>Customer Service – Accessibility</b>	
2. Cable Operator shall provide at least one service center for every 75,000 customers served. Service centers must be: <ul style="list-style-type: none"> <li>▪ Located in a safe, visible site</li> <li>▪ Within the City of Seattle</li> <li>▪ Handicapped accessible</li> <li>▪ Located along a mass transit route</li> <li>▪ Open Monday-Friday 8 a.m. – 7 p.m.; Saturday 9 a.m. – 5 p.m.</li> <li>▪ Fully staffed, and offer the following services: bill payment, equipment exchange, processing change of service requests, and response to customer inquiries and requests, and</li> <li>▪ Post a sign advising customers of its hours of operation and contact information for the City of Seattle and the Cable Operator if not open during business hours.</li> </ul> (SMC 21.60.820 B)	<b>Fully Complies</b>
3. Cable Operator shall provide free exchanges of faulty converters at the Customer's address. (SMC 21.60.820 B)	<b>Fully Complies</b>
4. Customer Service Representatives (CSRs) will be available to respond to customer inquiries during regular business hours. (SMC 21.60.820 B)	<b>Fully Complies</b>
5. Cable Operator shall maintain local or toll free telephone access lines that shall be available during Normal Business Hours for service/repair requests and billing inquiries. (SMC 21.60.820 B)	<b>Fully Complies</b>
6. Cable Operator shall have dispatchers and technicians on call 24 hours a day, 7 days a week, including legal holidays, for emergency purposes. (SMC 21.60.820 B)	<b>Fully Complies</b>
7. Telephone calls to service/repair and billing lines will be: <ul style="list-style-type: none"> <li>▪ Answered within 30 seconds</li> <li>▪ Transferred within 30 seconds</li> </ul>	<b>Partially Complies</b>

<ul style="list-style-type: none"> <li>▪ Customer shall be able to speak with a CSR (human being) within 5 minutes. These standards will be met no less than 90 percent of the time, measured on a quarterly basis under Normal Operating Conditions. (SMC 21.60.820 B)</li> </ul>	
<p>8. The total number of calls receiving busy signals shall not exceed 3 percent of the total telephone calls. This standard shall be met 90 percent of the time, measured under Normal Operating Conditions. (SMC 21.60.820 B)</p>	<b>Partially Complies</b>
<b>Customer Service – Responsiveness</b>	
<p>9. In the event of a system outage resulting from Broadstripe equipment failure affecting five or more Customers, Broadstripe shall initiate repairs within two hours after the third Customer call is received. All Customers who call the Cable Operator to report an outage shall receive credit for the entire day on which the outage occurred and for each additional day the outage continues. (SMC 21.60.820 C (3))</p>	<b>Fully Complies</b>
<p>10. The Cable Operator shall notify the City of any outage of at least 4 continuous hours that affects at least 10 percent of its Customers. (SMC 21.60.820 C (3))</p>	<b>Fully Complies</b>
<p>11. The Cable Operator shall initiate repairs to all other service interruptions resulting from Cable Operator equipment failure within 24 hours. (SMC 21.60.820 C (3))</p>	<b>Fully Complies</b>
<p>12. A Cable Operator shall initiate repairs to Customer reported outages and service interruptions, for any cause beyond the control of the Cable Operator, with 24 hours after the conditions beyond its control have been corrected. (SMC 21.60.820 C (3))</p>	<b>No Reasonable Way to Determine</b>
<p>13. The signal quality provided by the Cable Operator shall meet or exceed technical standards established by the Federal Communications Commission (FCC). (SMC 21.60.820 C (4))</p>	<b>Fully Complies</b>
<p>14. Cable modem Internet connections shall meet performance specifications advertised by the Cable Operator. (SMC 21.60.820 C (4))</p>	<b>Fully Complies</b>
<p>15. The Cable Operator shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. (SMC 21.60.820 C (4))</p>	<b>Fully Complies</b>
<p>16. Scheduled interruptions that the Cable Operator anticipates will last more than 4 hours shall be preceded by at least 24 hours notice to affected Customers, and shall occur during period so minimum use of the system, preferably between midnight and 6 a.m. (SMC 21.60.820 C (4))</p>	<b>Fully Complies</b>
<p>17. Notification of a planned outage may take the form of a door hanger, a message or insert into the monthly bill, a telephone call, or supplemented with on-screen messages announcing the planned outage. Cable modem Internet Customers may receive notification by e-mail. (SMC 21.60.820 C (4))</p>	<b>Fully Complies</b>

<p>18. If a Customer experiences poor signal quality or interruptions of Cable or Other Services attributable to the Cable Operator's equipment, the Cable Operator shall respond and repair the problem no later than the day following the Customer call provided that the Customer is available and the repair can be made within the allotted time. (SMC 21.60.820 C (4))</p>	<p>No Reasonable Way to Determine</p>
<p>19. If an appointment is necessary, the Customer may choose a 4 hour block of time during Normal Business Hours. At the Customer's request, the Cable Operator shall repair the problem at a later time convenient to the Customer. The Cable Operator shall provide Customers the option of service or installation appointments weekday evenings until 7:00 p.m. and a minimum of 4 hours on Saturdays. (SMC 21.60.820 C (4))</p>	<p>Fully Complies</p>
<p><b>Customer Service – Services for Customers with Disabilities</b></p>	
<p>20. For any Customer with a disability, the Cable Operator shall at no charge deliver and pickup converters at the Customer's home. In the case of malfunctioning equipment, the technician shall provide and install substitute equipment, ensure that it is working properly, and return the defective equipment to the Cable Operator. (SMC 21.60.820 D)</p>	<p>Fully Complies</p>
<p>21. The Cable Operator shall provide TDD/TYY service through trained operators who can provide every type of assistance rendered by the Cable Operators' CSR for any hearing impaired customer at no charge. (SMC 21.60.820 D)</p>	<p>Fully Complies</p>
<p>22. The Cable Operator shall provide free use of a converter remote control unit to mobility-impaired Customers. (SMC 21.60.820 D)</p>	<p>Fully Complies</p>
<p><b>Customer Service – Customer Information</b></p>	
<p>23. Upon installation, annually, and at any time the Customer requests, the Cable Operator shall provide the following information, in clear, concise written form:</p> <ul style="list-style-type: none"> <li>▪ Products and services offered (30 days prior to changing its channel lineup, the Cable Operator shall provide subscribers with the revised channel lineup);</li> <li>▪ Prices and options for programming services, including conditions of subscription to programming and other services and policies concerning changes in services offered, notification of changes, disconnection and service downgrades (30 days prior to changing any of the above, the Cable Operator shall provide subscribers with the changes);</li> <li>▪ A copy of the Cable Customer Bill of Rights and other customer standards;</li> <li>▪ Installation and service and maintenance policies, including Customer's responsibilities for equipment;</li> <li>▪ Instruction on the use of cable TV service, remote control and on standard VCR hookups;</li> <li>▪ Instruction on the use of interactive television if provided by the cable operator;</li> <li>▪ Instruction on the use of cable modem service;</li> <li>▪ Billing and complaint procedures, including the address and telephone number of the Cable Operator's offices, the Cable Operator's policies on</li> </ul>	<p>Action Plan In Place</p>

<p>deposits and credit balances, returned check charges, refunds of disruption of service or poor reception, and telephone numbers and descriptions of services of the FCC and the City's Office of Cable Communications;</p> <ul style="list-style-type: none"> <li>▪ Policies concerning protection of Customer privacy (the Cable Operator shall include a self-addressed mail back postcard for opt-out purposes);</li> <li>▪ Use and availability of parental control/lock out device;</li> <li>▪ Special services for Customers with disabilities including any other discounts required by the franchises; and</li> <li>▪ Days, hours of operation, and locations of the service centers.</li> </ul> <p>A sample of all notices provided to the Customer shall be filed concurrently with the City. (SMC 21.60.820 E)</p>	
<p>24. The Cable Operator shall provide Customers with written notification of any change in rates, programming, or channels at least 30 days before the date of the change. (SMC 21.60.820 E)</p>	<b>Fully Complies</b>
<p>25. All officers, agents, and employee of the Cable Operator, its contractors and subcontractors in personal contact with the Customer shall have a visible identification card with their name and photograph. (SMC 21.60.820 E)</p>	<b>No Reasonable Way to Determine</b>
<p>26. Every vehicle of the Cable Operator used for providing services to Customers shall be clearly visually identified to the public as working for the Cable Operator. (SMC 21.60.820 E)</p>	<b>Fully Complies</b>
<p>27. All CSRs shall identify themselves orally to callers immediately following the greeting during each telephone contact with the public. (SMC 21.60.820 E)</p>	<b>Fully Complies</b>
<p>28. Officers, agents, and employees of the Cable Operator, its contractors and subcontractors shall identify themselves to the Customer when making a service call or installation. (SMC 21.60.820 E)</p>	<b>Fully Complies</b>
<p>29. All CSRs, technicians and employees of the Cable Operator in every contact with a Customer shall state the estimated cost of the service, repair, or installation orally prior to delivery of the service or before any work is performed, and shall provide the Customer with an oral statement of the charges before terminating the telephone call or before leaving the location at which the work was performed. (SMC 21.60.820 E)</p>	<b>No Reasonable Way to Determine</b>
<p>30. All promotional materials advertising cable services shall accurately disclose price terms. (SMC 21.60.820 E)</p>	<b>Fully Complies</b>
<p>31. For non-automated orders, the CSRs shall make clear the price of pay-per-view and pay-per-event programming before an order is taken. (SMC 21.60.820 E)</p>	<b>No Reasonable Way to Determine</b>
<p>32. The Cable Operator shall distribute promotional material in multi-unit buildings only with the approval of the building owner. The Cable Operator shall not condition the provision of Cable Services on the receipt of such approval. (SMC 21.60.820 E)</p>	<b>Not Applicable</b>

<p>33. The Cable Operator shall not charge Customers for any services they have not affirmatively requested; provided that this subsection shall not prevent a Cable Operator from adding programming to an existing tier. (SMC 21.60.820 E)</p>	<p><b>Fully Complies</b></p>
<b>Customer Service – Cable Customer Privacy</b>	
<p>34. A Cable Operator shall not use the Cable System to collect, record, monitor or observe Personally Identifiable Information without the prior affirmative written or electronic consent of the Customer unless, and only to the extent that such information is: (a) used to detect unauthorized reception of cable communications, or (b) necessary to render a Cable Service or Other Service provided by the Cable Operator to the Customer. (SMC 21.60.820 F (2))</p>	<p><b>Fully Complies</b></p>
<p>35. A Cable Operator shall take such actions as are necessary to prevent any Affiliate from using the facilities of the Cable Operator in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit an Affiliate unauthorized access to Personally Identifiable Information on the computer or other equipment of a Customer or on any of the facilities of the Cable Operator that are used in the provision of Cable Service. (SMC 21.60.820 F (2))</p>	<p><b>Not Applicable</b></p>
<p>36. A Cable Operator shall take such actions as are necessary to prevent a person or entity (other than Affiliates) from using the facilities of the Cable Operator in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit such person or entity unauthorized access to Personally Identifiable Information on the computer or other equipment of a Customer or on any of the facilities of the Cable Operator that are used in the provision of Cable Service. (SMC 21.60.820 F (2))</p>	<p><b>Fully Complies</b></p>
<p>37. A Cable Operator shall not disclose Personally Identifiable Information (PII) without the prior written or electronic consent of the Customer, except as follows:</p> <ul style="list-style-type: none"> <li>▪ A Cable Operator may disclose for a non-cable-related purpose the name and address of a Customer to any general programming tiers of service and other categories of Cable and Other Service provided by the Cable Operator if the Cable Operator has provided the Customer the opportunity to prohibit or limit such disclosure in accordance with this subsection F and Section 631 of the Federal Communications Act, 47 U.S.C. 551, and such disclosure does not directly or indirectly disclose:</li> <li>▪ A Customer’s extent of viewing of a Cable Service or Other Service provided by the Cable Operator;</li> <li>▪ The extent of any other use by a Customer of a Cable Service or Other Service provided by the Cable Operator, including, but not limited to, a disclosure of the particular viewing selections by a person subscribing to a Cable Service or Other Service, or the particular websites visited by a customer to cable modem service (i.e., a Cable Operator may only disclose the fact that a person subscribes to cable modem service); or</li> </ul>	<p><b>Fully Complies</b></p>

<ul style="list-style-type: none"> <li>▪ The nature of programming or sites that a Customer subscribes to or views (i.e., a Cable Operator may only disclose the fact that a person subscribes to a general tier of service or a package of channels with the same type of programming).</li> </ul> <p>A minimum of 30 days prior to making any disclosure of PII of any Customer as provided in this subsection F3a, the Cable Operator shall notify in writing the Office of Cable Communications and each Customer (that the Cable Operator intends to disclose information about) of the specific information that will be disclosed, to whom it will be disclosed, and notice of the Customer's right to prohibit the disclosure of such information for Non-cable related purposes. The notice to Customers may be included with or made a part of the Customer's monthly bill for Cable Service or Other Service or may be made by separate mailed notice. Each time that this notice is given to a Customer, the Cable Operator also shall provide the Customer with an opportunity to prohibit the disclosure of information in the future. Such opportunity shall be given in one of the following forms: a postage paid, self-addressed post card provided by the Cable Operator; a box that may be checked by the Customer on the Customer's monthly bill for Cable Services or Other Services; a toll-free number that the Customer may call; or such other equivalent methods as may be approved by the Office of Cable Communications.</p> <ul style="list-style-type: none"> <li>▪ A Cable Operator may disclose PII only to the extent that it is necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by the Cable Operator to the Customer.</li> <li>▪ To the extent required by federal law, a Cable Operator may disclose PII pursuant to a subpoena or valid court order authorizing such disclosure, or to a government agency.</li> </ul> <p>(SMC 21.60.820 F (3))</p>	
<p>38. Any PII gathered and maintained by a Cable Operator shall be made available for Customer examination within 30 days of receiving a request by a Customer to examine such information at the local offices of the Cable Operator or other convenient place within the City designated by the Cable Operator. Upon a reasonable showing by the Customer that the information is inaccurate, a Cable Operator shall correct such information.</p> <p>(SMC 21.60.820 F (4))</p>	<p style="text-align: center;"><b>No Reasonable Way to Determine</b></p>
<p>39. A Cable Operator shall annually mail a separate, written privacy statement to Customers consistent with 47 U.S.C. 551(a)(1), and shall provide a Customer a copy of such statement at the time the Cable Operator enters into an agreement with the Customer to provide Cable Service or Other Service. The written notice shall be in a clear and conspicuous format and be printed in ten point type or larger.</p> <p>In the statement required by subsection F5a, a Cable Operator shall state substantially the following regarding the disclosure of Customer information: "Unless a Customer affirmatively consents electronically or in writing to the disclosure of PII, any disclosure of PII for purposes other than to the extent necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service, is limited to:</p>	<p style="text-align: center;"><b>Action Plan In Place</b></p>

<ul style="list-style-type: none"> <li>▪ Disclosure pursuant to a subpoena or valid court order authorizing such disclosure; or to a governmental entity, but only to the extent required by applicable federal law.</li> <li>▪ Disclosure of the name and address of a Customer to any general programming tiers of service and other categories of cable and Other Services provided by the Cable Operator that do not directly or indirectly disclose:</li> </ul> <p>A Customer's extent of viewing of a Cable Service or Other Service provided by the Cable Operator;</p> <p>The extent of any other use by a Customer of a Cable Service or Other Service provided by the Cable Operator, including, but not limited to, a disclosure of the particular viewing selections by a person subscribing to a Cable Service or Other Service, or the particular web sites visited by a Customer of cable modem service (i.e., a Cable Operator may only disclose the fact that a person subscribes to cable modem service); or</p> <p>The nature of any transactions made by a Customer over the Cable System;</p> <p>The nature of programming or sites that a Customer subscribes to or views (i.e., a Cable Operator may only disclose the fact that a person subscribes to a general tier of service, or a package of channels with the same type of programming.)</p> <p>The notice shall also inform the Customers of their right to prohibit the disclosure of their names and addresses in accordance with Subsection b for non-cable related purposes. This opportunity will be presented in the form of both a toll-free telephone number and a postage paid, self-addressed post card, provided by the Cable Operator with the privacy notice or other manner acceptable to the Office of Cable Communications. If a Customer exercises his/her right to prohibit the disclosure of name and address as provided in subsection F3a or this subsection, such prohibition against disclosure shall remain in effect permanently, unless the Customer subsequently notifies the Cable Operator in writing that s/he wishes to permit the Cable Operator to disclose his/her name and address.</p> <p>(SMC 21.60.820 F (5))</p>	
<p>40. A Cable Operator shall destroy, within ninety days, any PII if the PII is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such PII under subsection 3 of this subsection, pursuant to a court order, or pursuant to Section 6631 of the Communications Act, 47 U.S.C. 551.</p> <p>(SMC 21.60.820 F (9))</p>	<p><b>Fully Complies</b></p>
<p><b>Complaint Procedures – Complaints to the Cable Operator</b></p>	
<p>41. The Cable Operator shall establish written procedures for receiving, acting upon, and resolving Customer Complaints, and crediting Customer accounts in accordance with company policies or Schedule A, whichever is greater, and shall publicize such procedures through printed documents at the Cable Operator's sole expense.</p> <p>(SMC 21.60.830 A)</p>	<p><b>Fully Complies</b></p>

<p>42. Cable Operator’s written complaint procedures shall prescribe a simple process by which any Customer may submit a complaint in person or by telephone, electronic mail or in writing to the Cable Operator regarding an alleged violation of any provision of these Customer Service Standards, any terms or conditions of the Customer’s contract with the Cable Operator, or reasonable business practices. (SMC 21.60.830 A)</p>	<p style="text-align: center;"><b>Fully Complies</b></p>
<p>43. For violations of the ordinance codified in Sections 21.60.800 through 21.60.830, credits shall be made to the Customer’s account. (SMC 21.60.830 A)</p>	<p style="text-align: center;"><b>Fully Complies</b></p>
<p>44. In the event that the Customer no longer receives Cable Service or Other Services from the Cable Operator, the Cable Operator shall issue a check to the Customer within 30 days of the resolution of the Complaint. (SMC 21.60.830 A)</p>	<p style="text-align: center;"><b>Fully Complies</b></p>
<p>45. The Cable Operator will make best efforts to resolve Customer concerns or Complaints at the first contact. (SMC 21.60.830 A)</p>	<p style="text-align: center;"><b>Fully Complies</b></p>
<p>46. Within 15 calendar days after receiving a Complaint, the Cable Operator shall notify the Customer of the results of its investigation and its proposed action or credit. If the Complaint is in writing, a written response shall be sent to the Customer within 2 weeks of receipt. (SMC 21.60.830 A)</p>	<p style="text-align: center;"><b>Fully Complies</b></p>
<p>47. The Cable Operator shall also notify the Customer of the Customer’s right to file a Complaint with the City in the event the Customer is dissatisfied with the Cable Operator’s decision, and shall explain the necessary procedures for filing such Complaint with the City. (SMC 21.60.830 A)</p>	<p style="text-align: center;"><b>Fully Complies</b></p>
<p>48. The Cable Operator’s Complaint procedures shall be filed with the City prior to implementation. (SMC 21.60.830 A)</p>	<p style="text-align: center;"><b>Fully Complies</b></p>
<b>Complaint Procedures – Verification of Compliance</b>	
<p>49. The Cable Operator shall maintain, in a manner consistent with the privacy rights of Customers, an accurate and comprehensive file of (1) any and all Complaints regarding the Cable System or the Cable Operator’s type and their disposition; (2) service requests, identifying the number and nature of the requests and their disposition; (3) service interruptions and their disposition; (4) required Cable Operator contacts with Customers after installation, and (5) Customer privacy information as per SMC 21.60.820 F (6). (SMC 21.60.830 D)</p>	<p style="text-align: center;"><b>Fully Complies</b></p>
<p>50. Reports detailing compliance with the standards herein shall be provided by the Cable Company on a quarterly basis, within 30 days of the end of the quarter and shall be in a format consistent with the output capabilities of a Cable Operator’s call tracking technology sufficient for the City to monitor the Cable Customer Bill of Rights. If the Cable Operator fails to provide such reports on a timely basis, or if they are incomplete, monetary sanctions up to \$500 for the first quarter, up to \$1,000 for the second consecutive quarter of noncompliance, up to \$1,500 for the third consecutive quarter of noncompliance and up to \$2,000 for all subsequent consecutive non-complaint quarters may be imposed to encourage compliance. The Cable</p>	<p style="text-align: center;"><b>Fully Complies</b></p>

Operation shall permit the City to review and audit the information at any time during Normal Business Hours upon reasonable notice. (SMC 21.60.830 D)	
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