

JUL 01 1997

ALTY GEN DIV
WUTC

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**BEFORE THE
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

In the Matter of the Proposal by

PUGET SOUND POWER & LIGHT
COMPANY

to Transfer Revenues from PRAM Rates to
General Rates

Docket No. UE-951270

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In the Matter of the Application of

PUGET SOUND POWER & LIGHT
COMPANY
and
WASHINGTON NATURAL GAS COMPANY

Docket No. UE-960195

for an Order Authorizing the Merger of
WASHINGTON ENERGY COMPANY and
WASHINGTON NATURAL GAS COMPANY
with and into PUGET SOUND POWER &
LIGHT COMPANY, and Authorizing the
Issuance of Securities, Assumption of
Obligations, Adoption of Tariffs, and
Authorizations in Connection Therewith.

SUPPLEMENTAL STIPULATION RE
CUSTOMER SERVICE PROGRAM

4

INTRODUCTION

5

This Stipulation reflects agreements reached among the parties regarding all of the
6 outstanding issues related to the Customer Service Program. The parties to this Stipulation are
7 Commission Staff, Public Counsel, Puget Sound Energy (the "Company"), and IBEW
8 (collectively, the "Parties").

9

On February 5, 1997, the Commission entered the Fourteenth Supplemental Order in
10 this Proceeding (the "Order"). The Order left unresolved several issues related to the Customer

1 Service Program. It directed the Parties to consult with each other and, if possible, make a filing
2 that reflected agreements reached among the Parties. Order at 32-33. The filing was to be made
3 within 90 days of merger approval. *Id.* Although negotiations were ongoing 90 days after
4 merger approval, the Parties had not yet reached agreement. The Company thus filed a
5 compliance filing, yet the filing represented the Company's proposal rather than an agreement
6 among the Parties. The Parties now have reached agreement on all outstanding issues and wish
7 to present those agreements for consideration by the Commission. The Parties have therefore
8 voluntarily entered into this Stipulation.

9 AGREEMENTS

10 The principal agreements reached by the Parties are set forth in Exhibit A to this
11 Stipulation. Exhibit A specifies the benchmarks for the various Service Quality Indices and
12 provides a detailed explanation of how the indices are to be calculated. It also sets forth
13 reporting requirements and other related details.

14 In addition to the agreements set forth in Exhibit A, the Parties agree that:

15 **A. Service Quality Guarantee:** The proposed Service Quality Guarantee shall be
16 implemented and become effective on August 1, 1997. The tariffs attached to this Stipulation as
17 Exhibit B shall be filed to become effective August 1, 1997.

18 **B. Missed Appointment Index:**

19 **1. General.** The Missed Appointment Index benchmark shall not be set as
20 part of this proceeding because, as contemplated by the Fourteenth Supplemental Order, there is
21 insufficient data to set a benchmark at this time. The Parties will collaborate in setting this
22 benchmark in the October 1997 customer service filing and, if the Parties are unable to reach
23 agreement, the Parties agree to support a procedural mechanism that allows the Parties to set
24 forth and respond to competing proposals. The Parties agree now, however, that the Missed

1 Appointment Index shall track, report and be evaluated based solely on appointments defined as
2 Guaranteed Appointments under the Service Quality Guarantee. As set forth in the Service
3 Quality Guarantee, appointments will be set by mutual agreement between the Company and
4 the customer. Furthermore, for purposes of the Missed Appointment Index:

- 5 • Appointments will be considered “missed” when the Company does not meet the time
6 frame agreed upon when the appointment was set or when the Company reschedules the
7 appointment, provided that the “missed” appointment is not excused.
- 8 • “Excused” appointments are appointments that meet any of the following criteria: the
9 customer fails to keep the appointment; the customer requests that the appointment be
10 rescheduled; the Company reschedules the appointment because the Company
11 determines that conditions at the customer site make it impracticable to perform the
12 service; or the appointment falls on a day that is excluded from SAIDI / SAIFI SQI
13 performance measurement.
- 14 • Nothing in the definition of an “excused” appointment shall restrict or otherwise affect
15 the Company’s right to petition for mitigation from penalties under the Missed
16 Appointment Index.
- 17 • The service does not have to be completed for the appointment to be considered “kept”;
18 any additional appointment to complete a job shall be considered a new appointment
19 and shall be tracked and measured just as any other appointment.

20 2. **Reporting.** In the reports filed with the Commission, the Company
21 shall report the total number of appointments by category (i.e., by appointment type), by month,

1 together with the number of missed appointments by category,¹ by month. It is the Company's
2 intent to continue to move toward making available more appointments that are AM / PM
3 appointments (as opposed to "day of" appointments). In its efforts to enhance customer
4 service, the Company may offer appointments set for even smaller windows of time.

5 **C. Overall Customer Satisfaction Index:** The benchmark for the Overall
6 Customer Satisfaction Index shall not be set as part of this proceeding. There is insufficient data
7 available now to set the benchmark. The Company shall continue to gather data regarding
8 Overall Customer Satisfaction. The Parties will collaborate in setting this benchmark in the
9 October 1997 customer service filing and, if the Parties are unable to reach agreement, the
10 Parties agree to support a procedural mechanism that allows the Parties to set forth and respond
11 to competing proposals.

12 **EFFECT OF THE STIPULATION**

13 **A. Binding on Parties.** The Parties agree to support this Stipulation as a
14 settlement of the Customer Service Program issues set forth herein. The Parties understand that
15 this Stipulation is not binding on the Commission.

16 **B. Integrated Terms of Settlement.** The Parties have negotiated this Stipulation
17 as an integrated document. Accordingly, the Parties recommend that the Commission adopt
18 this Stipulation in its entirety.

19 **C. Procedure (General).** The Parties shall cooperate in submitting this Stipulation
20 promptly to the Commission for acceptance. If the Commission rejects all or any material

¹ During the first reporting period, ending September 1997, the Company is not required to report missed appointments by category. The Company shall, however, provide any missed appointment by category information it has for that time period. The parties recognize that the Company does not have this reporting capability as of this time.

1 portion of this Stipulation, or adds additional conditions, each Party reserves the right, upon
2 written notice to the Commission and all parties to this proceeding within 15 days of the date of
3 the Commission's order, to withdraw from the Stipulation. If any Party exercises its right of
4 withdrawal, all Parties will support a joint motion to reinstate a procedural schedule to allow
5 contested proceedings regarding the issues that otherwise were to be resolved by this Stipulation.

6 **D. Procedure (Survey Audit).** The Parties contemplate a one-time review of the
7 methodology and procedures to be used by the independent survey company in conducting and
8 reporting the SQI surveys.² The review, and any recommendations stemming from the review,
9 shall be limited solely to issues relating to whether the methodology and procedures are designed
10 to result in survey results that are unbiased and representative of the Company's customers and
11 transactions at issue in each survey. The review shall be conducted by an independent third-
12 party, agreed to by the Parties. The review shall be completed as soon as possible, but in all
13 events less than thirty (30) days from the date of this Stipulation. The review, and any
14 recommendations stemming from the review, shall be reviewed by the Parties and if there is any
15 disagreement among the Parties regarding the recommendations, if any, to be implemented or
16 the manner in which any such recommendations are to be implemented, the Parties shall
17 attempt to resolve the disagreement through negotiation. Such a negotiation, if necessary, shall
18 begin within one week of the completion of the audit and shall continue for no more than two
19 weeks. If the Parties are unable to resolve the disagreement through negotiation, the Parties
20 shall submit the disagreement to the Commission for resolution. Each Party shall have the

² A description of the independent survey company's procedures and methodology is included in attached Exhibit C, together with a cover letter, which shall be submitted by the independent survey company to the Company. In addition, Exhibit D contains the survey results submission letter, which shall be provided in substantially the form set forth in Exhibit D by the independent survey company when it submits survey results to the Company.

1 opportunity to make a written filing regarding its proposed resolution of the disagreement and
2 to respond, in a written filing, to the other Parties' proposals. It is the intent of the Parties to
3 expedite resolution of any disagreement.

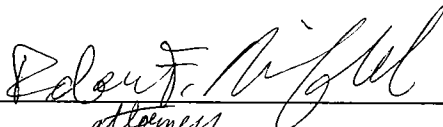
4 **E. No Precedent.** The Parties enter into this Stipulation to avoid further expense,
5 inconvenience, uncertainty and delay. By executing this Stipulation, no Party shall be deemed to
6 have accepted or consented to the facts, principles, methods or theories employed in arriving at
7 the Stipulation, nor shall any Party be deemed to have agreed that such a Stipulation is
8 appropriate for resolving issues in any other proceeding.

9 **F. Execution.** This Stipulation may be executed by the Parties in several
10 counterparts and as executed shall constitute one agreement.


11 **F. Necessary Actions.** Each Party shall take all actions necessary and appropriate
12 to enable it to carry out this Stipulation.

13 DATED this 7th day of July, 1997.
14


PUBLIC COUNSEL SECTION, OFFICE
OF THE ATTORNEY GENERAL

By: 
Its: attorney

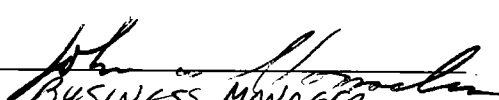
PUGET SOUND ENERGY

By: 
Its: Vice President

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION
STAFF

By: 
Its: Counsel

IBEW

By: 
Its: BUSINESS MANAGER

15

EXHIBIT A
(Supplemental Stipulation)

SERVICE QUALITY INDEX MECHANICS

SERVICE QUALITY INDEX MECHANICS	1
A. Benchmarks	1
B. Calculations	2
1. Overall Customer Satisfaction.....	2
2. WUTC Complaint Ratio.....	2
3. SAIDI	4
4. SAIFI.....	6
5. Telephone Center Answering Performance	7
6. Telephone Center Transactions Customer Satisfaction	8
7. Gas Safety Response Time	9
8. Field Service Operations Transactions Customer Satisfaction.....	10
9. Disconnection Ratio	11
10. Missed Appointments.....	12
C. PAYMENT OF PENALTIES, IF ANY, TO CUSTOMERS	13
D. COMMISSION REPORTS	14

EXHIBIT A
(Supplemental Stipulation)

A. Benchmarks

The following table summarizes the benchmarks to be used in the Service Quality Index ("SQI").

Index	Benchmark
1) Overall Customer Satisfaction	To be determined in a future proceeding
2) WUTC Complaint Ratio	0.50 complaints per 1000 customers
3) SAIDI	Years 1 - 4: 149.4 minutes per year Year 5: 116.12 minutes per year average over years 1 - 5
4) SAIFI	Years 1 - 4: 1.473 interruptions per year Year 5: 1.25 interruptions per year average over years 1 - 5
5) Telephone Center Answering Performance	75% of calls answered live by company representative within 30 seconds of request to speak to live operator
6) Telephone Center Transactions Customer Satisfaction	91% rating of 5 or higher on 7 point scale
7) Gas Safety Response Time	55 minutes from customer call to arrival of field technician
8) Field Service Operations Transactions Customer Satisfaction	85% rating of 5 or higher on 7 point scale
9) Disconnection Ratio	0.038 disconnections / customer for non-payment of amounts due when WUTC disconnection policy would permit service curtailment
10) Missed Appointments	To be determined in a future proceeding

EXHIBIT A
(Supplemental Stipulation)

B. Calculations

Actual performance results for each individual index shall be calculated as set forth below based on 12 month reporting periods from October 1 through September 30. The initial reporting period (which is less than 12 months) shall be as set forth below. For the initial reporting period, the penalties (maximum and per point) shall be reduced by fifty percent (50%) to reflect the half-year period during which data are collected. The specific calculations for each SQI with related notes, follow:

1. Overall Customer Satisfaction

To be determined in a future proceeding.

Note: Surveying has begun, with the objective of compiling data to set an appropriate baseline. The Company is surveying a combination of residential and nonresidential customers – the final survey will include responses from both categories of customers. It is anticipated that the survey will be conducted twice yearly and, following discussions with interested parties, that the baseline will be proposed in the October 1997 Service Quality filing.

2. WUTC Complaint Ratio

a. Performance Calculation

$$\text{Performance} = \frac{\text{((electric complaints recorded by WUTC during reporting period} + \text{gas complaints recorded by WUTC during reporting period)} / \text{(average monthly electric customer count during reporting period} + \text{average monthly gas customer count during reporting period))} * 1000$$

b. Sample Performance Calculation

Assume the following PSE complaints were recorded by the WUTC for the year ending September:

Period	Electric Complaints	Gas Complaints
Year Ending 19XX	356	93

EXHIBIT A
(Supplemental Stipulation)

Assume the following average annual customer counts are reported by PSE for the year ending September:

Period	Average Annual Electric Customers	Average Annual Gas Customers
Year Ending 19XX	831,831	426,124

$$\text{Complaints Per 1000} = ((356 + 93) / (831,831 + 426,124)) * 1000$$

$$\text{Complaints Per 1000} = 0.36$$

c. Penalty Calculation:

For the period ending September 1997:

$$\text{Penalty} = ((\text{Complaints Per 1000} - \text{benchmark}) / \text{benchmark}) * 10 * \text{penalty per point}$$

$$\text{Benchmark} = 0.25 = 0.50 * 0.5 \text{ complaints Per 1,000 Customers}$$

$$\text{Penalty Per Point} = \$100,000$$

Note: The maximum penalty is \$416,500

For the period of 1998 – 2001:

$$\text{Penalty} = ((\text{Complaints Per 1000} - \text{benchmark}) / \text{benchmark}) * 10 * \text{penalty per point}$$

$$\text{Benchmark} = 0.50 \text{ complaints Per 1,000 Customers}$$

$$\text{Penalty Per Point} = \$200,000$$

Note: The maximum penalty is \$833,000

d. Sample Penalty Calculation:

Based on the sample performance calculation:

$$\text{Penalty} = ((0.36 - .50) / .50) * 10 * 200,000$$

EXHIBIT A
(Supplemental Stipulation)

Penalty = 0 (The actual calculation is -560,000)

e. Notes

Total complaints include high bill complaints. The average monthly customer count is the average of the total number of PSE customers, per month, during the reporting period. The penalty calculation shall be rounded to two significant digits. Any penalty imposed shall be applied to both gas and electric customers.

The source of the data will be (a) the monthly WUTC report sent to the Company from Consumer Affairs and (b) customer counts as reported in the Company's monthly financial reporting package.

The initial measurement period is six months beginning April 1, 1997.

3. SAIDI

a. Performance Calculation:

$$\text{SAIDI} = \frac{\text{(Total Customer Outage Minutes Excluding Major Events)}}{\text{(Average Annual Electric Customer Count)}}$$

Definitions:

Major Events = Days when more than 5% of PSE's customers are out and associated carry-forward days

b. Sample Performance Calculation:

Assume the following data (1995 actual data):

Average Annual Number of Electric Customers = 841,453

SAIDI Minutes = 124,110,952

$$\text{SAIDI} = (124,110,952 / 841,453) = 147.5$$

c. Penalty Calculation:

For the period ending September, 1997:

$$\text{Penalty} = \frac{\text{((SAIDI April - September} - 0.5 * \text{benchmark))}}{\text{(.05 * benchmark)}} * 10$$

* penalty per point

Definitions:

EXHIBIT A
(Supplemental Stipulation)

Benchmark = 149.4 minutes / customer

Penalty Per Point = \$100,000

Maximum penalty = \$416,500

For the period of 1998 – 2000:

Penalty = ((Annual SAIDI - benchmark) / benchmark) * 10 * penalty per point

Definitions:

Annual SAIDI = October - September

Benchmark = 149.4 minutes / customer

Penalty Per Point = \$200,000

Maximum penalty = \$833,000

For the period ending September, 2001:

Penalty = ((Average Annual SAIDI – average benchmark) / average benchmark) *
10 * penalty per point

Definitions:

Average Annual SAIDI = Average of annual SAIDI during the period April 1997 –
September 2001

Benchmark = 116.12 minutes / customer

Penalty Per Point = \$200,000

Maximum penalty = \$833,000

d. Sample Penalty Calculation:

Based on the sample performance calculation:

Penalty = ((147.5 – 149.4) / 149.4) * 10 * 200,000

Penalty = \$0 (The actual calculation is –25,435)

EXHIBIT A
(Supplemental Stipulation)

e. **Notes**

The source of the data will be the Outage Reporting system which is a part of SRS, the Company's Storm Reporting System. The data is computed in program WJE.STORM.CALC.COMP2.

The initial measurement period is six months beginning April 1, 1997.

4. **SAIFI**

a. **Performance Calculation:**

$$\text{SAIFI} = \frac{\text{(Total Customer Interruptions Excluding Major Events)}}{\text{(Average Annual Electric Customer Count)}}$$

Definitions:

Major Events = Days when more than 5% of PSE's customers are out and associated carry-forward days

b. **Sample Performance Calculation:**

Assume the following data (1995 actual data):

Average Annual Number of Electric Customers = 841,453

Customer Interruptions = 1,265,543

$$\text{SAIFI} = (1,265,543 / 841,453) = 1.50$$

c. **Penalty Calculation:**

For the period ending September, 1997:

$$\text{Penalty} = \frac{\text{((SAIFI April - September} - 0.5 * \text{benchmark))}}{\text{(.05 * benchmark)}} * 10 * \text{penalty per point}$$

Benchmark = 1.47 outages / customer

Penalty Per Point = \$100,000

Note: The maximum penalty is \$416,500

For the period of 1998 - 2001:

$$\text{Penalty} = \frac{\text{((Annual SAIFI - benchmark))}}{\text{benchmark}} * 10 * \text{penalty per point}$$

EXHIBIT A
(Supplemental Stipulation)

Annual SAIFI = October - September

Benchmark = 1.47 interruptions / customer

Penalty Per Point = \$200,000

Note: The maximum penalty is \$833,000

For the period ending September, 2001:

$$\text{Penalty} = ((\text{Average Annual SAIFI} - \text{average benchmark}) / \text{average benchmark}) * 10 * \text{penalty per point}$$

Average Annual SAIFI = Average of annual SAIFI during the period April 1997 – September 2001

Benchmark = 1.25 interruptions / customer

Penalty Per Point = \$200,000

Note: The maximum penalty is \$833,000

d. Sample Penalty Calculation:

Based on the sample performance calculation:

$$\text{Penalty} = ((1.50 - 1.47) / 1.47) * 10 * 200,000$$

$$\text{Penalty} = \$40,816$$

e. Notes

The source of the data will be the Outage Reporting system which is a part of SRS, the Company's Storm Reporting System. The data is computed in program WJE.STORM.CALC.COMP2.

The initial measurement period is six months beginning April 1, 1997.

5. Telephone Center Answering Performance

a. Performance Calculation

Call Performance = average of ((monthly aggregate number of calls answered by a company representative within 30 seconds of a request to talk

EXHIBIT A
(Supplemental Stipulation)

to a live operator) / (monthly aggregate number of calls received) * 100)

b. Sample Performance Calculation

Call center statistics report 71% of the calls at Bellevue call center answered within 30 seconds for the entire one year reporting period.

c. Penalty Calculation

$$\text{Penalty} = ((75 - \text{Call Performance}) / 75) * 100 * \text{penalty per point}$$

Period ending September, 1997:

$$\text{Penalty per point} = \$15,000 = \$30,000 * .50 \text{ with a maximum penalty of } \$416,500 = \$833,000 * .50$$

Periods Ending September 1998 - 2001

$$\text{Penalty per point} = \$30,000 \text{ with a maximum penalty of } \$833,000$$

d. Sample Penalty Calculation:

Based on the sample performance calculation:

$$\text{Penalty} = ((75 - 71) / 75) * 100 * 30,000$$

$$\text{Penalty} = \$160,000$$

e. Notes

The initial measurement period is six months beginning April 1, 1997.

The actual call center statistics will be taken from the Company's monthly Call Center Statistics report, worksheet MONWK*.XLS, which uses data provided by the VRU.

6. Telephone Center Transactions Customer Satisfaction

a. Performance Calculation

Call Center Satisfaction = monthly average of Percent of Satisfied Customers

Percent of Satisfied Customers = aggregate number of survey responses of 5, 6 or 7 / aggregate number of survey responses of 1, 2, 3, 4, 5, 6 or 7

EXHIBIT A
(Supplemental Stipulation)

b. Sample Performance Calculation

The independent survey firm reports that for the annual reporting period the following monthly average of Percent of Satisfied Customers: 91.5%.

c. Penalty Calculation

Penalty = $((91 - \text{monthly average of Percent of Satisfied Customers}) / 91) * 100 * \text{penalty per point}$

Period ending September, 1997

Penalty per point = \$25,000 = $\$50,000 * .50$ with a maximum penalty of \$416,500 = $\$833,000 * .50$

Periods Ending September 1998 - 2001

Penalty per point = \$50,000 with a maximum penalty of \$833,000

d. Sample Penalty Calculation

Based upon the sample performance calculation:

Penalty = $((91 - 91.5) / 91) * 100 * 50,000$

Penalty = \$0 (actual calculation is -27,472)

e. Notes

The source of the data will be monthly and semi-annual reports prepared by The Gilmore Research Group. The actual question for purposes of this benchmark is "Overall, how would you rate your satisfaction with this call to Puget Sound Energy - would you say 7 - completely satisfied, 1 - not at all satisfied, or some number in between?"

The initial measurement period is six months beginning April 1, 1997.

7. Gas Safety Response Time

a. Performance Calculation

Average number of minutes from customer call to arrival of gas field technician.

b. Sample Performance Calculation

PSE reports average response time of 58.5 minutes.

EXHIBIT A
(Supplemental Stipulation)

c. Penalty Calculation

$$\text{Penalty} = ((\text{Average Response Time} - 55) / 55) * 10 * \text{penalty per point}$$

Period ending September, 1997

$$\begin{aligned} \text{Penalty per point} &= \$100,000 = \$200,000 * .50 \text{ with a maximum penalty of } \$416,500 \\ &= \$833,000 * .50 \end{aligned}$$

Periods Ending September 1998 - 2001

$$\text{Penalty per point} = \$200,000 \text{ with a maximum penalty of } \$833,000$$

d. Sample Penalty Calculation

Based upon the sample performance calculation:

$$\text{Penalty} = ((58.5 - 55) / 55) * 10 * 200,000$$

$$\text{Penalty} = \$127,273$$

e. Notes

The source of the data will be OASIS, the current customer billing system for gas service. This data is recorded in filename IRT_RSP.XLS.

The initial measurement period is six months beginning April 1, 1997.

8. Field Service Operations Transactions Customer Satisfaction

a. Performance Calculation

Field Service Satisfaction = monthly average of Percent of Satisfied Customers

Percent of Satisfied Customers = aggregate number of survey responses of 5, 6 or 7 / aggregate number of survey responses of 1, 2, 3, 4, 5, 6 or 7

b. Sample Performance Calculation

Independent survey firm reports that for the annual reporting period the monthly average of Percent of Satisfied Customers is 88%.

c. Penalty Calculation

$$\text{Penalty} = ((85 - \text{Field Service Satisfaction}) / 85) * 100 * \text{penalty per point}$$

EXHIBIT A
(Supplemental Stipulation)

Period ending September, 1997

Penalty per point = \$21,500 = \$43,000 * .50 with a maximum penalty of \$416,500 = \$833,000 * .50

Periods Ending September 1998 - 2001

Penalty per point = \$43,000 with a maximum penalty of \$833,000

d. Sample Penalty Calculation

Based upon the sample performance calculation:

Penalty = $((85 - 88.0) / 85) * 100 * 43,000$

Penalty = \$0 (actual calculation is -\$151,765)

e. Notes

To date, only gas customers have been surveyed. In the future, electric customers will be included in the survey but only for those electric services that require the customer to be present to provide the service.

The source of the data will be monthly and semi-annual reports prepared by The Gilmore Research Group. The actual question for purposes of this benchmark is "Thinking about the entire service, from the time you first made the call until the work was completed, how would you rate your satisfaction with Puget Sound Energy - would you say 7 - completely satisfied, 1 - not at all satisfied, or some number in between?"

The initial measurement period is six months beginning April 1, 1997.

9. Disconnection Ratio

a. Performance Calculation

Disconnection Ratio = $(\text{Number of Electric Customers Disconnected} + \text{Number of Gas Customers Disconnected}) / (\text{Average Annual Electric Customers} + \text{Average Annual Gas Customers})$

b. Sample Performance Calculation

Assume the following data for 1995:

Average Annual Number of Electric Customers = 831,831

Average Annual Number of Gas Customers = 426,124

EXHIBIT A
(Supplemental Stipulation)

Electric Customers Disconnected = 27,523

Gas Customers Disconnected = 13,165

Disconnection Ratio = $(27,523 + 13,165) / (831,831 + 426,124) = 0.032$

c. Penalty Calculation

Penalty = $((\text{Disconnection Ratio} - \text{Benchmark}) / \text{Benchmark}) * 10 * \text{penalty per point}$

For the period ending September, 1997:

Benchmark = 0.019 = $0.038 * 0.50$ Disconnections / customer

Penalty Per Point = \$100,000 = $\$200,000 * .50$

Maximum penalty = \$416,500 = $\$833,000 * .50$

For the period of 1998 – 2001:

Benchmark = 0.038 Disconnections / customer

Penalty per point = \$200,000

Maximum penalty = \$833,000

d. Sample Penalty Calculation

Based upon the sample performance calculation:

Penalty = $((0.032 - 0.038) / 0.038) * 10 * 200,000$

Penalty = \$0 (Actual calculation is -315,789)

e. Notes

The source of the data will be OASIS and CSSR, the customer billing systems for gas service and electric service respectively. The worksheet for the disconnection results is MONDISC*.XLS.

The initial measurement period is six months beginning April 1, 1997.

10. Missed Appointments

To be determined in a future proceeding.

EXHIBIT A.
(Supplemental Stipulation)

The data to be used to determine and evaluate the appropriate benchmark for missed appointments will be retrieved from the following sources:

Service Type	Service Description	Source
Permanent Service	Permanent secondary voltage electric service from existing secondary lines or permanent gas service from an existing main	Electric - from the Service Order Tracking subsystem of the current electric customer billing system, CSSR. Gas - from the Work Order Resource Management subsystem of the current gas customer billing system, OACIS.
Reconnect Existing Service	Reconnection following move-out/move-in; or disconnection for non-payment	Electric - from the Service Order Tracking subsystem of the current electric customer billing system, CSSR. Gas - from the current gas customer billing system, OACIS.
Diagnostic Service Request	For water heater, checkup, heatout, other appliance repair, or follow-up appointment	Gas - from the current gas customer billing system, OACIS.

C. PAYMENT OF PENALTIES, IF ANY, TO CUSTOMERS

Any penalty regarding index numbers 3 and 4 will be allocated to electric customers only; any penalty regarding index number 7 will be allocated solely to natural gas customers. Other penalties will be provided to all customers and allocated to each energy service on a percent of average annual customer basis. Imposed penalties will be implemented in rates by offsetting the electric rate increases and by applying a uniform percentage of margin adjustment to gas sales and transportation rates.

EXHIBIT A
(Supplemental Stipulation)

1. Sample Calculation

Assume the following information for the full year of 19XX.

- SAIFI SQI (number 4) has a penalty of \$40,814.
- Call Center SQI (number 5) has a penalty of \$160,000
- Gas Safety Response Time SQI (Number 7) has a penalty of \$127,273
- There are 831,831 average annual electric customers
- There are 426,124 average annual gas customers

The refund to customers is:

$$\text{Electric Refund} = 40,814 + 160,000 * (831,831 / (831,831 + 426,124)) = \$146,615$$

$$\text{Gas Refund} = 127,273 + 160,000 * (426,124 / (831,831 + 426,124)) = \$181,472$$

D. COMMISSION REPORTS

Twice yearly, on or about April 15 and October 15, the Company shall file a report with the Commission that includes the following information:

1. Monthly data (as available) for the applicable reporting period for each of the ten SQIs;
2. Calculated performance with respect to each of the ten Service Quality Indices, together with a comparison of calculated performance to the benchmark for each of the ten SQIs;
3. A description of any unusual events that had a significant effect on service quality performance (whether or not a mitigation petition is included with the report);
4. A description of any data gathering or reporting difficulties incurred by the Company and any request by the Company to alter its data gathering or reporting methods for future periods if the effect of the change will impact the performance categories or their results in any way; and

EXHIBIT A
(Supplemental Stipulation)

5. The number of missed appointments and missed commitments and payments to customers, by appointment and commitment category, under the Service Guarantee.

In addition, the report filed October 15 shall include the following additional information:

1. The penalty calculation, if applicable, for each SQI;
2. A certification by the independent survey company that the surveys were completed in conformance with applicable procedures and guidelines and that the reported results are unbiased and valid;
3. Workpapers that explain the effect, if any, of the penalty on rates for each customer class for both gas and electric customers;
4. A draft of the proposed customer notice that complies with Section III(B)(5) of the Stipulation attached to the Fourteenth Supplemental Order in this proceeding; and
5. A mitigation petition, if applicable.

***CUSTOMER SERVICE
GUARANTEE TARIFFS***

WN U-2

Original Sheet No. 1130

PUGET SOUND ENERGY
Gas Tariff
SCHEDULE NO. 130
Customer Service Guarantee

Section 1: Applicability

Throughout service territory, to all Customers.

Section 2: Purpose

To implement a program designed to grant Customers a credit if the Company fails to keep a Guaranteed Appointment or a Guaranteed Commitment.

Section 3: Rate

Fifty dollars (\$50.00) will be credited to a Customer's account if the Company fails to keep a Guaranteed Appointment or a Guaranteed Commitment. A Guaranteed Appointment is considered kept if the Company representative arrives by the agreed upon date and/or time, even if the service is completed at a later date and/or time.

Section 4: Guaranteed Appointments and Guaranteed Commitments

- A. Service Types: Guaranteed Appointments and Guaranteed Commitments will be offered for the following Service Types:**
- (1) **Reconnect Existing Service:** Reconnect an existing service following move-out/move-in or disconnection for non-payment.
 - (2) **Connect Permanent Service:** Connect a new permanent service or meter from an existing main.
 - (3) **Miscellaneous Service:** Customer equipment diagnostic service appointments.
- B. Guaranteed Appointment:** A Guaranteed Appointment is a mutually agreed appointment between a Customer and the Company for a service to be provided which requires the Customer to be present. The Company shall offer Guaranteed Appointments for the Service Types in 4.A. above if the service to be provided requires the Customer to be present.

ADVICE NO: 97002

Issued:

Effective: August 1, 1997

Issued By: Puget Sound Energy

By: _____ James A. Heidell Title: Director, Federal & State Regulation

PUGET SOUND ENERGY
Gas Tariff
SCHEDULE NO. 130 (Continued)
Customer Service Guarantee

- (1) The Company shall offer a Guaranteed Appointment in the morning (before 1:00 P.M.) or in the afternoon (after 1:00 P.M.) on a given day.
- (2) The Company may also offer to make a Guaranteed Appointment simply on a given day. If the Customer chooses this option, the Company shall treat the Customer's choice as a Guaranteed Appointment for the purposes of this Schedule.

Every Customer shall be offered a morning or afternoon appointment, as set forth above, when the service to be performed requires the Customer to be present. The Company, at its option, may offer given day appointments as set forth above.

C. **Guaranteed Commitments:** The Company will offer Guaranteed Commitments for the Service Types in 4 A. above when the service to be provided does not require the Customer to be present. A Guaranteed Commitment is a mutually agreed commitment between a Customer and the Company to provide service on or before a specific date.

Section 5: Conditions Of Guarantee

The \$50 credit for failure to keep a Guaranteed Appointment or Guaranteed Commitment is subject to the following conditions:

- A. **Force Majeure:** Guaranteed Appointments or Guaranteed Commitments that are missed will result in \$50 payments only in the absence of significant adverse events, such as storms, earthquakes, supply interruptions or other events beyond the Company's control including those enumerated in Rule No. 14, Force Majeure of this tariff.

Section 6: General Rules and Regulations

Service under this schedule is subject to the rules and regulations contained in this tariff.

ADVICE NO: 97002

Issued:

Effective: August 1, 1997

Issued By: Puget Sound Energy

By: _____ James A. Heidell Title: Director, Federal & State Regulation

PUGET SOUND ENERGY
Electric Tariff G

SCHEDULE 130
CUSTOMER SERVICE GUARANTEE

1. **APPLICABILITY** - Throughout service territory, to all Customers.
2. **PURPOSE** - To implement a program designed to grant Customers a credit if the Company fails to keep a Guaranteed Appointment or Guaranteed Commitment.
3. **RATE** - \$50.00 will be credited to a Customer's account if the Company fails to keep a Guaranteed Appointment or Guaranteed Commitment. A Guaranteed Appointment is considered kept if the Company representative arrives by the agreed upon date and /or time even if the service is completed at a later date and/or time.
4. **GUARANTEED APPOINTMENTS AND GUARANTEED COMMITMENTS** -
 - A. **SERVICE TYPES:** Guaranteed Appointments and Guaranteed Commitments will be offered for the following Service Types:
 - (1) **Reconnect Existing Service:** Reconnect an existing service following move-out/move-in or disconnection for non-payment.
 - (2) **Connect Permanent Service:** Connect a new permanent service or meter from an existing Secondary source.
 - B. **Guaranteed Appointment:** A Guaranteed Appointment is a mutually agreed appointment between a Customer and the Company for a service to be provided which requires the Customer to be present. The Company shall offer Guaranteed Appointments for the Service Types in 4.A. above if the service to be provided requires the Customer to be present.
 - (1) The Company shall offer a Guaranteed Appointment in the morning (before 1:00 P.M.) or in the afternoon (after 1:00 P.M.) on a given day.
 - (2) The Company may also offer to make a Guaranteed Appointment simply on a given day. If the Customer chooses this option, the Company shall treat the Customer's choice as a Guaranteed Appointment for the purposes of this Schedule.

ISSUED:

EFFECTIVE: August 1, 1997

ISSUED BY PUGET SOUND ENERGY

BY: _____ James A. Heidell TITLE: Director, Federal & State Regulation

PUGET SOUND ENERGY
Electric Tariff G

SCHEDULE 130 (Continued)
CUSTOMER SERVICE GUARANTEE

Every Customer shall be offered a morning or afternoon appointment, as set forth above, when the service to be performed requires the Customer to be present. The Company, at its option, may offer given day appointments as set forth above.

- C. **GUARANTEED COMMITMENTS:** The Company will offer Guaranteed Commitments for Service Types in 4.A. above when the service to be provided does not require the Customer to be present. A Guaranteed Commitment is a mutually agreed commitment between a Customer and the Company to provide service on or before a specific date.
5. **CONDITIONS OF GUARANTEE:** The \$50 credit for the failure to keep a Guaranteed Appointment or Guaranteed Commitment is subject to the following conditions:
- A. **FORCE MAJEURE:** Guaranteed Appointments or Guaranteed Commitments that are missed will result in \$50 payments only in the absence of significant adverse events, such as storms, earthquakes, supply interruptions or other events beyond the Company's control including those enumerated in Schedule 80, paragraph 12.a. of this tariff. A significant adverse event, for the purposes of this Schedule, begins when 5% or more of electric customers are suffering an outage and ends when those customers have service restored.
6. **GENERAL RULES AND PROVISIONS -** Service under this schedule is subject to the General Rules and Provisions contained in this tariff.

ISSUED:**EFFECTIVE: August 1, 1997****BY:** _____**ISSUED BY PUGET SOUND ENERGY**James A. Heidell **TITLE: Director, Federal & State Regulation**

C

[Procedures Cover Letter]

Dear [PSE Representative]:

The standards attached set forth the procedures The Gilmore Research Group uses when conducting the customer service surveys identified in Docket No. UE – 960195. These procedures will be applied consistently to the customer service surveys.

These procedures, including the sampling procedures, the data collection methods and the quality controls are consistent with industry practices and, we believe, ensure that the information produced in the surveys is unbiased and valid.

I am glad to answer any questions or provide any additional information that you may need. Please feel free to call.

Sincerely,

The Gilmore Research Group

***SURVEY METHODOLOGY
AND PROCEDURES***



The following document outlines specific procedures relating to the Puget Sound Energy customer satisfaction studies. For the most part, these are the standard policies and procedures established by Gilmore Research Group for sampling, data collection, data processing and reporting. Appended to this report is the Council of American Survey Research Organizations (CASRO) code of ethics to which, as members, Gilmore subscribes.

Currently, there are two projects with which Gilmore Research Group is assisting Puget Sound Energy: Call Center/Field Service customer satisfaction and "Typical" customer satisfaction. Each project will be addressed separately. Gilmore Research Group was hired to aid in the development of a sound and defensible research program. Specifically, Gilmore's role was:

- To develop a research plan to aid Puget Sound Energy measure and monitor customer's satisfaction levels with Puget Sound Energy as a provider of gas and electric services.
- To design questionnaires and reporting mechanism to allow for reporting to both the commission and the individual departments.
- To develop a sampling frame that will accurately represent the various types of customer and customer contacts to be targeted.
- To collect, and process the data and report the findings

Call Center/Field Service Customer Satisfaction

Purpose:

- To provide a vehicle to reliably measure satisfaction with Puget Sound Energy's call center and field service representatives and the company overall.
- To provide ongoing diagnostic feedback to managers and supervisors to ensure the quality of service is maintained or improved.
- To identify potential customer service problems early so corrective action can be taken.

Questionnaire design:

The design of the survey instrument was the result of collaboration between Gilmore and Puget Sound Energy staff. This included:

- a review of existing surveys,
- a review of how data were used and planned to be used,
- focus groups with customers, and
- pretests of questionnaires.

Sample:

Sampling for the call center/field service study is done weekly. The objective is to contact the customer as soon as possible after they make contact with Puget Sound Energy. Each sample file is used for a period of one week, then archived.

Sample for this study is provided to Gilmore by Puget Sound Energy. Prior to the merger, Puget Power and Washington Natural Gas each sent separate samples as described below.

Puget Power:

Sample is e-mailed to Gilmore via Internet and usually arrives on Monday or Tuesday. We are provided with approximately 275 pieces of sample each week. The sample represents customers who have made contact with the call center and includes approximately 200 customers who called during regular business hours (type 1-Regular) and 75 customer who called during "off" hours (type 2-Special). The file is accompanied by a report that details the universe size for that week. This information is necessary for accurately weighting of combined Puget Power and Washington Natural Gas data.

The file comes in Word format and converted to an ASCII file. This is imported into a common Access database for further processing.

Washington Natural Gas:

WNG sends the entire universe each week. Typically this is between 5,000 and 7,000 records. It is delivered on diskette, usually Tuesday or Wednesday, and is in a fixed-length ASCII format. There are two types of sample provided-one with the designation of call center only (CAS) and one with the designation of field service contact (CFS). Typically there are 10 CAS records to 1 CFS record. This file is imported into the Access database from which Gilmore randomly selects 60 of each type each week.

Sample Processing:

The Access database is used for formatting the records and filtering them by Regular vs. Special (PP) or CAS vs. CFS (WNG). It also filters out the WNG records with no

phone numbers. The result is four fixed-length ASCII files, which may be randomly sampled.

Each file is processed by RANDSMPL.EXE to produce the required sample sizes. These are kept as xxx.SAM for the sample and xxx.NS for extra sample to be drawn if extra is needed later in the week to complete the required quota. The two types of .SAM files are then recombined for each source and a wave number is added to each. At this point the files are split into residential and non-residential sample, resulting in 4 files -- one residential and one non-residential for each Puget Power and Washington Natural Gas. These files are then randomized and imported into IZU. Twenty-six fields are imported for each job including the sample type, the customer name, phone number, service address, data of the service call, reason for the call and the call center and /or field service representative ID number.

Data Collection:

Data Collection for each week typically begins on Wednesday and is completed by the following Tuesday. Each week, interviews are completed as follows:

- 45 with WNG call center sample,
- 25 with WNG field service sample,
- 45 with Puget Power regular sample, and
- 6-7 with the special sample.

Gilmore's standard data collection procedures were followed. Data Coding and processing were also performed following standard procedures. These procedures are described starting on page 5.

Reporting:

The data is delivered to Puget Sound Energy as described below:

- Weekly tables detailing the responses of each customer who contacted Puget Sound Energy.
- Monthly tables detailing all responses sorted by call center or field service representative and by sample type.
- Quarterly tables detailing responses sorted by sample type, geographic area, reason for contact, satisfaction with representative, overall satisfaction with the contact, overall rating of the company and respondent gender. Quarterly tables are accompanied by a written report highlighting the findings, comparing the current data to previous time periods and identifying any trends that may impact customer satisfaction.

“Typical” Customer Survey

Purpose:

- To develop an ongoing measurement of the “typical” customer’s satisfaction with Puget Sound Energy. These customers may or may not have contacted Puget Sound Energy. Many of them have had no contact with Puget Sound Energy other than to use electricity or gas and to receive a bill.
- To provide ongoing diagnostic feedback to managers and supervisors to ensure the quality of service is maintained or improved.
- To identify potential problems early so corrective action can be taken.

Questionnaire Design:

The questionnaire was developed using input from Puget Sound Energy managers, Gilmore designers, current surveys and industry expertise. The questionnaire was pre-tested with customers to ensure the questions were unbiased and clearly understood by respondents prior to actual data collection.

Sample:

Sample for this study was provided to Gilmore from Puget Sound Energy, then Puget Power and Washington Natural Gas. Puget Power delivered a fixed-length ASCII file containing 1,692 records. These were randomized and sub-sampled into 7 “waves”, one wave of 850 records, 4 of 50 records and 2 of 100 records. Dividing the sample into waves makes it possible to closely manage the sample during data collection. Standard procedure calls for completing an initial sample disposition after each number in the first wave has been attempted. Based on the sample disposition, calculations are made to estimate the exact amount of sample necessary to complete the job with a minimum of 50% response rate. Sample is then added or deleted as necessary. In this study, for Puget Power, a total of 849 pieces of sample were used to complete 411 interviews.

Following the same procedure, Washington Natural Gas delivered to Gilmore a total of 2,310 records. These were randomly sub-sampled into seven waves, 1 of 850 records, 4 of 50 records and 2 of 100 records. A total of 591 records were used to complete 400 interviews.

Data Collection:

Data for Wave One of the Typical Customer survey was gathered between November 21 and December 2, 1996. A total of 811 interviews were completed, 400 with Washington Natural Gas customers and 411 with Puget Power customers. Gilmore's standard data collection procedures as described below were followed.

Data Coding and processing were also done following standard procedures. Please see page 7 for detail.

Reporting:

The final deliverables for this study include the banners and the detailed report. The report includes a description of the findings, supported by graphics. Future waves will compare the results to previous time periods, highlighting any changes in customer attitudes or satisfaction levels.

Gilmore Standard Procedures

Questionnaire Programming:

Once the basic question set is finalized, Gilmore programs the questionnaire for computer assisted data collection. Gilmore uses data collection software designed by Info Zero Un. The questionnaire is programmed to take respondents' answers into account. Previous responses can be inset into questions and skip patterns pre-programmed. This allows interviewers to concentrate on developing a rapport with the respondent rather than worrying about what questions to ask next.

The programmed questionnaires are thoroughly tested for accuracy prior actual data collection. The project director reviews the programmed questionnaire comparing each question to the original paper version of the survey. The project director checks to be sure skip patterns are properly set and that all questions are worded accurately. The data collection center then completes a series of test interviews to ensure data input is being located in the proper fields. The programmer reviews the test marginal as well as the marginal of the first 100 interviews as the final check for programming accuracy.

Data Collection:

Two important elements are closely monitored during the data collection phase of a project: sample and interviewing quality.

Sample: Specific sample techniques, proven to help increase response rates, are utilized with each project. These include:

- Calling each number both evenings and during the day, seven days a week.
- Calling each number once before making any second attempts. This helps in determining the study incidence and hence the correct amount of sample to introduce. Likewise, it keeps the flow of sample even, ensuring all numbers are attempted equally.
- Calling each selected piece of sample a minimum of 5 times or until a survey is completed or refused. These attempts occur on different days of the week and at different times of the day. The internal sample management program is set to ensure the required calling program is followed.
- If appropriate for the study, initial refusals will be called back several days after the first contact. These callbacks are assigned to the most experienced interviewers or supervisors.

Interviewing:

All calling is done under supervised conditions in the offices of Gilmore Research Group by experienced interviewers. Interviewers assigned to the project are thoroughly trained in the aspects of market research interviewing as well as the specifics of the project.

Prior to the start of data collection, the project manager prepares a briefing copy of the questionnaire. This paper version of the survey outlines probing requirements, quotas, terminology and definitions and any other special instructions the data collection center might need to be able to accurately complete the project.

Interviewers and supervisors are briefed on the project by the project manager. The interviewers become familiar with the questionnaire by role-playing prior to making actual phone calls.

The supervisor monitors each interviewer's work to ensure accuracy in recording responses as well as quality interviewing. The monitoring system used by Gilmore includes an audio element allowing the supervisor to hear both the respondent and the interviewer. It also includes a visual element so the supervisor can see the responses the interviewer is recording.

Each interviewer is monitored a minimum of once each shift. If problems are discovered, the interviewer may be retrained or, in some instances, removed from the project.

Data Coding:

All coding is done under supervised conditions in the offices of Gilmore Research Group. Coding is done on-line, again using software developed by IZU.

The code scheme for each question is developed by the project analyst using verbatim responses gathered from the first 30% to 50% of the interviews. The analyst briefs the coding manager on the specifics of each code's meaning and intent. The coding manager then selects and briefs those coders best suited to the particular project. Coders review each verbatim response and place it in the category for which it is best suited. If the response does not clearly fit into an already established code, it is marked to be reviewed by a supervisor and/or the project analyst. If the response comes up frequently enough, a new code will be added to the coding scheme. Otherwise, the response is coded as an "other" and the verbatim comment becomes part of the final record.

The coding supervisor reviews each coder's work to insure accuracy and inter-coder consistency. If problems are discovered, 100% of the coder's work will be reviewed. The coder will be retrained or, if necessary, removed from the project.

Data Processing:

Once the data collection and coding is complete, the data file is cleaned and verified. During the interviewing process, the interviewers keep a diary of any adjustments that need to be made to a specific questionnaire (entering a 2 instead of a 3, for example). These adjustments are made and the data is reviewed for logic. If inconsistencies are found, the respondent may be re-contacted or the interview replaced.

Once clean, a marginal is produced and checked by the project director. This step is designed as the final cleaning step. The marginal is also used to help in the design of the banners. Banner specifications are determined by the project analyst and the client. Once the banner is defined, it is programmed using data processing software by Wincross. Banners are reviewed by both the project director and the analyst for logic and accuracy.

OVERVIEW OF THE GILMORE RESEARCH GROUP

The Gilmore Research Group is one of the largest and most experienced research firms in the Pacific Northwest in terms of size, experience of staff, and number of clients served. Since its inception in 1948 as Northwest Certified Surveys, the company has evolved into a full-service research firm, under the continuous ownership of the Gilmore family.

The Gilmore Research Group has offices in both Seattle and Portland, and a full-time professional and support staff of over forty people. Part-time interviewing and recruiting staff numbers about 125. In 1996, Gilmore Custom Research and Focus Group divisions conducted over 650 projects, involving approximately 150,000 interviews and 20,000 focus recruits.

The Gilmore Research Group provides a variety of research services to both public and private sector clients. Gilmore conducts customer satisfaction measurements, new product investigation, advertising research and strategic planning research. Just over half of Gilmore's projects are for repeat clients, attesting to the quality of their work and relationship with the client organizations.

Gilmore provides rigorous research methodology, professional handling of confidential and proprietary data, and usable output formats.

On all projects, Gilmore is committed to providing information that will be useful to our clients in making decisions and formulating strategies.

- Our Approach to Telephone Data Collection Projects -

Data collection is enhanced because of what we bring to the process. Beyond training interviewers, providing telephones and keeping records, we bring a wealth of experience to each data collection project. Our telephone data collection management staff has over 50 collective years of custom research experience. In 1994, approximately 200,000 interviews were completed, 90% using computer-assisted telephone interviewing systems.

Senior staff involvement

All senior staff are experienced custom researchers with strong roots in data collection. We know and understand what constitutes "quality" data. We bring an added value to projects that are not full-service, simply because of our design, analysis and interpretation experience.

Central telephone data collection management

We have one set of procedures and controls for all telephone centers. Overall management rests with one person in Seattle who oversees all projects in each center. There is daily communication via telephone, fax, modem or overnight shipping.

Custom research experience provides knowledge of what to watch. We essentially serve as a "final check" for our clients in these areas:

Sample Design -- understanding the sample frame and how the sample was drawn allows us to spot any inconsistencies or problems that might arise as we work the sample. Also, we understand weighting and sample replications. We can be counted on to sub-sample accurately, if needed.

Pretesting -- assuring clients that question wording and order will elicit needed information. When appropriate, we work with clients to recommend alternative wording.

Interviewing Controls -- day-to-day procedures that are standard routines...

Systematically working a sample to assure that all first attempts are made before second and third attempts are begun.

Multiple attempts spread throughout the interviewing period in order to maximize response rate.

Close sample management, allowing refusal callbacks and difficult respondents to be handled by specially assigned interviewers.

Callbacks to initial and "soft" refusals are standard (unless sensitivity of study dictates otherwise).

Strict adherence to question wording.

Word-for-word recording of open-end responses.

Monitoring each interviewer for a full interview, each shift, and more frequently if quality needs improvement.

Production is important, but response rate is more important.

Our training, procedures and controls are all designed to help interviewers find and complete the interview with the qualified respondent. For that reason, we pay interviewers by the hour, not by completed interview. Interviewers are, however, bonused for meeting production goals while maintaining quality standards.

**SURVEY RESEARCH
QUALITY GUIDELINES**

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CASRO

Council of American Survey Research Organizations

The Council of American Survey Research Organizations, established in 1975, is the national trade association for commercial survey research firms in the United States.

CASRO's mission is to provide the environment and leadership that will promote the profitable growth of the survey research industry in an ethical and professional manner.

As a condition of membership, CASRO members subscribe to the Code of Standards for Survey Research. This Code describes the research company's responsibilities to respondents, to clients, to outside contractors and interviewers, and in reporting to clients and the public.

CASRO GUIDELINES FOR SURVEY RESEARCH QUALITY

PROLOGUE

Quality in marketing research is defined as adherence to basic principles in the following disciplines:

- Problem definition
- Sample design
- Interview design
- Data collection
- Data processing
- Survey reporting

These principles, while varying in specific applications, are best exemplified by the written guidelines published by the Council of American Survey Research Organizations.

The actual "quality agreement" to adhere to these principles usually takes the form of a verbal or written contract between a professional research organization and its client. It is the responsibility of the research organization to make it clear to a client when a departure from these accepted standards is made or requested and what the implications of that can be in terms of providing quality results.

The specific guidelines follow.

PROBLEM DEFINITION GUIDELINES

Problem definition for survey research includes background information, research objectives and topics to be covered.

Background Information

The purpose of obtaining background information is to fully understand the need for and use of the survey research project. By fully understanding the background information, the professional research firm is able to produce the highest quality result for the client. Background information can be obtained from several sources including secondary materials, prior working experience with the client, past survey research reports, and direct client questioning. Selected background information should be included in the research agreement. It should answer the questions of why the research is being done and how it will be used; it should include:

- Information about the client--its products/services, markets, distribution channels, pricing, and competition.
- Information about the risk--how much of the client's resources are at stake.
- Information about the application--what types of decisions will be made from the research results.

Research Objectives

The purpose of clearly stating the research objectives is to have complete agreement between the professional research firm and the client as to what survey research results will be delivered upon completion of the project or throughout the project for continuous

tracking programs. The professional research firm is expected to deliver research conclusions or hypotheses that will satisfy the client's needs. Therefore, research objectives must be written by the professional research firm and approved by the client.

If the research objectives need to be changed during the course of the project there should be a mutual agreement in writing between the professional research firm and the client. Upon completion of the project the research results must address and meet the agreed upon objectives.

Objectives should be clearly stated so that they can be linked directly to the research results. Research objectives should always be clear so that research results can be presented in relation to specific objectives.

Topics to be Covered

The purpose of specifying topics to be covered in the interview is to identify elements that are important to the research design or to the client in supporting the research objectives. They are topics that embellish or fulfill the research design requirements.

Comprehensive identification of topics to be covered is a logical link between the research objectives and the questionnaire design. A listing of topics helps both the professional research firm and the client to better understand the purpose and the outcome of the research design.

CASRO Survey Research Quality Guidelines 1993

SAMPLE DESIGN GUIDELINES

A universe which is relevant to the problem being studied, and a sample which adequately represents that universe, are vital requirements of high quality research.

There are many acceptable methods of sampling, each with advantages and disadvantages in specific situations. The following guidelines are not meant to specify how sampling must be designed or managed, but rather are aimed at insuring that sample design and management are disclosed in sufficient detail to allow clear judgments of a sample's adequacy for the stated research purpose.

These guidelines are not uniformly applicable to all studies. For example, one study might have an objective which is adequately achieved through use of a convenience sample, while another study's objectives might only be met through use of a probability sample. In either case, full disclosure demands that the sampling method be described in the research report. Since the suitability of a specific sampling method for the research purpose will always involve some judgment, these guidelines require the researcher to provide the information needed to make those judgments.

Sampling plan disclosures may be divided into two categories--definitions and procedures.

Sampling Plan Definitions

For any study the first step is to define the universe or population to be sampled. Typically, this involves not only defining the total population but also defining relevant subgroups within the population which may need to be sampled differently to achieve the study objectives.

The description of the sampling plan should include the criteria by which a given sample element (i.e., an individual consumer, household, business, etc.) is selected to be in the sample. The sample size should also be specified, and there should be some discussion

of its appropriateness, considering the purpose of the study.

If the sampling procedure requires that the resulting sample be weighted, the objectives of the weighting and the sources of the weights should be specified. The effect of the weighting on sampling error should be disclosed.

Procedural Issues

The source of the sample (lists, randomly generated phone numbers, mall intercepts, etc.) should be revealed and the adequacy of the source given the study purpose should be discussed. Callback and replacement procedures, if used, should be described.

The final disposition of the sample should be described in detail, as should any completion rate or incidence rate calculations (See Incidence Guidelines, a joint publication of the Marketing Research Association and CASRO, for standard formulas for reporting incidence).

The key elements to be reported in these calculations are:

- Respondents not reachable (NA/busy/etc.)
- Respondents not available after callbacks
- Total refusals
- Respondents not interviewable (language/speech problem, etc.)
- Respondents not qualified
- Completed interviews

CASRO Survey Research Quality Guidelines 1993

INTERVIEW DESIGN GUIDELINES

The types of information to be collected are driven by the information objectives of the research. The research objectives may call for either quantitative or qualitative data, or both. Qualitative data collected by in-depth interviews or focus groups follows the same general standards as quantitative data collected in a survey. In both cases, the interview instrument operationalizes the research questions in a form that provides objective, unbiased results.

The key criteria for the design of the quantitative questionnaire or qualitative interview guide are:

1. The questions and questioning procedures are unbiased.

- The wording of the interview questions does not predetermine the answers to the research questions.

- The questioning and analytical procedures allow responses over the entire range relevant to the research objectives.

2. The questions are relevant and appropriate to the research issues.

- Interview content focuses on the research objectives.

- The structure of the questions is suitable for the statistical techniques that will be used in the analysis of the data.

- For quantitative surveys, in particular, questions relate directly to analytical purposes. The survey is not a "fishing expedition."

- Questions or procedures that might put respondents "at risk," by asking

confidential, disturbing, or threatening information should only be included where directly necessary to the research issues, and techniques should be used to minimize discomfort, apprehension, and/or misreporting.

- Structured questionnaires should be pretested among eligible respondents prior to the start of the main field period to establish the clarity, flow, and appropriateness of questions.

3. The interview should recognize the value of the respondent's time and the respondent's right to privacy.

- Lengthy interviews can be a burden. Length of the interview should be weighed against the needs of the research objectives, with consideration to the burden on respondents, the quality of the responses obtained, and the availability of alternative methods of obtaining the data (split samples, other sources, etc.).

- The professional survey firm seeks to design a questionnaire and survey procedures that maximize response rates without unduly pressuring respondents to participate or enticing them through misleading information as to sponsorship, length, or the voluntary nature of participation.

- At every stage in the design, development, execution, and reporting of the research, procedures should insure the confidentiality of data provided by respondents, or by clients.

CASRO Survey Research Quality Guidelines 1993

DATA COLLECTION GUIDELINES

Overview

A wide variety of methods are available to collect primary research data. The professional research organization selects the method that provides the most effective means of reliably and validly achieving the study's information objectives.

The researcher should explicitly assess alternative methods at the design stage. In-person, telephone and mail methods (and all variations of these methods) should be evaluated for their appropriateness to the study.

Irrespective of which method is chosen, quality in data collection is a critical component. The following guidelines are designed to ensure that the data collected are of the highest quality.

Interviewer Training

The data collection agency should maintain a sufficient and adequately trained interviewing staff. The researcher should not be misinformed about the number, quality, or training of a firm's interviewers.

A properly trained interviewer is one who has been instructed in general interviewing techniques and who has been briefed on the particular project.

Interviewers who work regularly for a data collection agency should be employees of the data collection agency or an affiliate or employees of an independent contractor. Appropriate federal, state, and local taxes, including

FICA and unemployment taxes, should be withheld/paid on behalf of all such

interviewers.

Interviewers should be mature enough to handle the project to which they are assigned. A regularly scheduled interviewer should be at least age seventeen.

Training should be conducted under the direction of supervisory personnel and cover the following:

1. The research process: how a study is developed, implemented, and reported.
2. The importance to this process of interviewer attitude, honesty, objectivity, organizational skills, and professionalism.
3. Confidentiality of the respondent and clients.
4. Familiarity with market research terminology.
5. The importance of following the exact wording and recording verbatim responses.
6. The purpose and use of probing and clarifying techniques.
7. The reason for and use of classification and respondent information questions.
8. A review of samples of instructions and questionnaires.
9. The importance of the respondent's positive feelings about survey research.

No person is to work as an interviewer unless that person has been trained in the general interviewing techniques as outlined above.

Project Briefing

It is the researcher's responsibility to prepare clear and detailed interviewer and supervisor instructions covering how to execute the sampling plan, the interview, and other important elements of the research design.

Using these instructions, a personal briefing session should be held on every study. Every interviewer who works on a project should attend such a briefing, or be required to view a tape of the original briefing.

Prior to the briefing, the supervisor should read the supervisor's instructions and review the project materials.

The supervisor in charge of the study and all interviewers who will be working on the project should be instructed on the following:

1. Type of study
2. Sampling procedures
3. Handling of materials/products/exhibits
4. Interview length
5. Termination points and qualifiers for eligible respondents

6. Reading of interviewer instructions
7. Reading of questionnaire
8. Review of skip patterns and rotations
9. Review of probing and clarifying techniques as they apply to questionnaire
10. Interviewer check of each finished questionnaire before the editing process (paper questionnaires)
11. Explanation of validation policy according to the researcher's instructions.
12. Where applicable, each interviewer should complete a practice interview to be returned with the project materials.

Interviewing

Each interviewer should follow these techniques for good interviewing:

1. Provide his or her full name, as well as a phone number for the research firm, if asked by the respondent.
2. Read each question exactly as written. Any problems should be reported to the supervisor as soon as possible.
3. Read the questions in the order indicated on the questionnaire, following the proper skip sequences.
4. Clarify any question by the respondent in a neutral way.
5. Not mislead respondents as to the length of the interview.

Data Collection Guidelines

Page 3

6. Not reveal the identity of the ultimate client unless otherwise instructed to do so.
7. Keep a tally on each terminated interview and the reason for each termination.
8. Remain neutral in interviewing. Do not indicate agreement or disagreement with the respondent.
9. Speak slowly and distinctly so that words will be understood.
10. Record all replies verbatim, not paraphrased.
11. Avoid unnecessary conversations with the respondent.
12. Probe and clarify for additional comments on all open-end questions, unless otherwise instructed. Probe and clarify in a neutral way.
13. Write neatly and legibly.
14. Check all work for thoroughness before turning in to the supervisor.
15. When terminating a respondent, do so in a neutral way, such as saying, "Thank you" or "Our quota has already been filled in this area, but thank you anyway."
16. Keep all studies, materials, and findings confidential.
17. Not falsify any interviews or any answers to any questions.

18. Thank the respondent for participating in the study.

Supervision

All research projects should be properly supervised. It is the responsibility of the data collection agency to:

1. Properly supervise interviewers.
2. See that an agreed upon proportion of interviewers' telephone calls are monitored and/or validated.
3. Be available to report daily to the researcher the status of the project, unless otherwise instructed.
4. Keep all studies, materials, and findings confidential.
5. Notify concerned parties if the anticipated schedule is not likely to be met.
6. Attend all interviewer briefings.
7. Keep current and accurate records of the interviewing progress.
8. Make sure interviewers have all materials in time for beginning interviewing.
9. Edit each questionnaire.
10. Provide consistent and positive feedback to interviewers.
11. Not falsify any work.

Validation

Standard industry practice requires that the data collection agency validate 15% of the interviews, using validation questions supplied by the researcher. If there is an intermediate research organization between the data collection agency and the ultimate client, that research organization should conduct an independent validation. Commonly, such research organizations validate an additional 10%-15% of the interviews.

CASRO Survey Research Quality Guidelines 1993

DATA PROCESSING GUIDELINES

Data processing for survey questionnaires, on paper or CRT's, includes: editing, coding, cleaning, data entry and tabulation.

1. Questionnaire Design

Tab plans should be considered before finalizing the questionnaire to insure that the proper data are collected and in such a way as to provide the necessary report requirements.

If special multivariate techniques are to be used, insure that the proper design is used and that the questionnaire/instructions are sufficient to guarantee that the respondent is capable of answering the questions fully and accurately.

Paper Questionnaires

Printed questionnaires should be printed in a format that allows for the accurate entry of data.

All closed-end questions should be precoded, e.g., 5 point rating scale should be assigned codes 5,4,3,2, and 1.

Card columns may or may not be required, depending on type of data entry system used.

CRT Questionnaires

All necessary consistency checks and skip patterns need to be integrated into the CRT programs.

2. Editing (paper questionnaires)

Each questionnaire should be edited to insure that the right questions are asked and that proper answers are recorded.

This includes:

- . eliminating answers that are improperly recorded;

- . objectively deciding single responses if dual answers are shown;

- . using a "no response" code where appropriate

Editing should be done before data are to be entered and should remove all illegible, incomplete and inconsistent interviewer errors. If correct responses are not obvious from the questionnaire, then responses should be coded as no answer or the questionnaires should either not be used or returned to data collection.

3. Coding

Before coding, a representative sample of questionnaires should be reviewed to set codes.

If answers may vary by cell (city, user group, etc.) then be sure that questions are pulled in their proper proportion to develop codes.

If the codebook is developed from a prior wave, insure that the prior wave codebook is still acceptable.

Coders should not individually and independently set codes. A senior person should review codes. It is advisable to establish a standard cut-off for "all other" codes and follow this practice consistently from question to question and project to project. (For instance, anything over 3% will be assigned a separate code.) The client should have the option of reviewing codes before they are finalized.

Make sure that codes are acceptable to software/hardware packages. Consistent coding for "none," "no answer," "don't know," and "zero" should be followed.

Code abbreviations used in computer tables should accurately reflect the essence of the code.

4. Data Entry

For reference, each questionnaire should be numbered. Paper questionnaires should be properly batched, so they can be easily referenced for cleaning.

Both paper and CRT questionnaires (coded responses) should be verified, using different data entry operators. It is advisable to inform the client as to what percent of the data has been verified.

Data entry operators should not make decisions on codes or data entry. Rather, these decisions should have been made for them prior to data entry.

A way to account for "no answers" should be used. This may be by coding "no answer" or by the system automatically showing "no answer" when no item is entered.

5. Data Cleaning

All questionnaire data should be cleaned to specifications. Normal look-up cleaning would check for missing key data and inconsistent answers to questions. When looking up questionnaire data, if answers were either recorded improperly or were missing, answers should not be inserted for the respondent, unless there is enough evidence elsewhere in the questionnaire to warrant the change, e.g., respondent name used to fill in a missing sex code.

Force cleaning, which is done by having the computer change all answers meeting certain criteria, should only be used when changes are logical. It is advisable to make the client aware that force cleaning

is being used and the specifications under which data are being changed.

A clean data file should always be prepared before starting to tabulate the data. If any tabulations or marginals are run with "un-clean" data, make sure all printouts clearly indicate that "non-clean" data are being used.

In order to avoid the possibility of double-counting the same respondent, a respondent's data record should never be duplicated in any way.

Verify that no duplicate cases exist in the data. This may appear to be obvious, but because of the way files are sometimes managed on a computer system, they must be constantly audited to verify that cases have not been copied into a file more than once.

Cleaning specifications should be written for all information collected, including information collected by computer assisted interviewing systems. The programmer who designed the questionnaire may have made errors that were not detected during the interviewing process. A data back-up system must be used to insure that the possibility of losing data is at an absolute minimum. This entails daily storage of files that have been created or modified since the last backup was done. Storage of backup files should be to a very stable medium.

6. Tabulation

Tabulation specifications (tab plan) are designed by the Researcher and communicated in writing to the Programmer. These specifications should be discussed with the end user of the tabulations before programming begins. Banner specifications should be most

carefully reviewed since these are used in defining every table in a particular set of tabulations. This eliminates unnecessary costs and delays.

Tabulated data should accurately reflect findings from the questionnaire. All tabulations should be checked against topline reports before they are released to the end user. A sample of summary statistics (mean, standard deviation, etc.) should be calculated by hand or through a separate computing system to verify their accuracy.

Computer-generated tables should be checked against the marginals to verify all bases and all responses.

All tables should clearly indicate the response base, whether it is total respondents, respondents meeting certain criteria, or any other base, such as total units or households.

If significance testing is shown on tables, the table should be properly annotated to show the significance level, type test and relevant assumptions on minimum sample size above which testing was done.

Cells with less than .1% should appear differently than cells that have no answers at all.

All tables should show the base line used in percentaging, even if percents only were requested.

If a rounding algorithm is used to make percents add to 100%, they should be footnoted accordingly.

When means are shown, the standard deviation and/or standard error should also be shown, unless the client specifically requests otherwise. Means for

grouped data should show the basis for weights within each group.

If data are weighted, weights should be fairly and consistently applied.

Weighting should only be done with full knowledge of the client. Weighted data should carry a notation to that effect.

CASRO Survey Research Quality Guidelines 1993

SURVEY REPORTING GUIDELINES

The principal documentation of a survey is the research company's report. These guidelines are intended to help insure that research projects are reported and documented completely and accurately.

General Information

The following information should be clearly stated on the front of or otherwise at the beginning of the report:

- Report title (name of study)
- Name of client
- Name of primary research company
- Report date (at least month and year)

Background

A typical report will begin with an introductory section describing why the research was conducted. This section will include a general introduction to the situations and conditions which led to the decision to conduct research, a brief statement of the study purpose (objectives), and, if action standards are used, a statement of their operational definition and the rationale for that definition. If they are dictated by the client, so state.

Method

The method for a study may be disclosed in three types of "documents": (a) a statement at the beginning of the report, (b) a technical appendix, usually at the back, and (c) documentation which is not included in the report but is readily available at the client's request.

Because client requirements and desires vary, the determination as to how information is allocated across these three documents is up to the research company and client. The following is intended as a guideline for those

occasions when the client has not indicated a preference:

1. Front of the Report

- Definition of the universe which the survey is intended to represent.
- Where interviewing was conducted (localities, or national if national) and how (phone, mail, door-to-door, mail, etc.)
- Respondent qualification requirements.
- Sample size.

2. Technical Appendix

- Dates interviewing conducted.
- Sample design, including method of selecting sample elements, qualifying/disqualifying criteria, number of callbacks, method of selection within household.
- Disposition of sample elements, including total attempts, total contacts, refusals, terminates, ineligible, and completed interviews.
- Completion rate, including specific definition of how calculated.
- Percentage validated and results of validation.
- If weighting is used, the method of weighting and its rationale should be described. The effect of this weighting on sampling error should also be disclosed.
- Definitions of analytical variables or terms (e.g., "heavy users," etc.)
- If statements are made regarding the overall sampling error of the survey, it should be stated that total survey error includes both sampling error and response error. If the

survey is a non-probability survey, it should be clearly stated that the results are not projectable to the entire universe.

- If special scoring, data adjustment or indexing methods are used, these should be described. (Where the research organization uses proprietary techniques, these should be described in general terms. The organization should be prepared to provide technical information on demand from qualified and technically competent persons who have agreed to honor the confidentiality of such information.)

3. Have Available But Do Not Include in Report

- Definition of the sampling frame, i.e., sampling points actually used and the procedures used in selecting sampling points. If lists used, source and name of list.

- Validation questions.

- Percentage of data records key-verified (this will almost always be 100%).

- Coding and editing instructions, including master questionnaire, open-end codes, and data layout.

Results

Research companies and client requirements will differ in the degree to which a final report includes narrative material in addition to data tables. The following guidelines are intended to apply to all reports, both those with extensive narrative and analysis and those which simply report data without editorial comment.

a) The report will normally begin with an "Executive Summary" containing a brief statement of objectives, brief overview of methodology, and selected findings. This section may also include "Conclusions" and/or "Recommendations." If so, these

should clearly be identified as such to separate them from the results themselves.

b) Summary data tables should meet the following criteria:

- Title which unambiguously describes what data the table contain.

- Have clearly identified banner headings, e.g., "Total respondents," "Use Brand X most often," etc.

- Definitions of important sub-groups or segments.

- If an index or some other constructed variable is used, show the method of calculation.

- The unweighted sample size for each banner heading should be shown.

- If nets are used in tables, the responses included in the net should be readily apparent.

c) If statistical significance is noted, there should be an indication of the test used, significance level, and number of tails. (If all tests referred to in the report are the same, this information may be presented in the methodology section. If the tests vary, this information should be footnoted on the table).

d) If graphs are used:

- Both axes must be clearly labeled.

- The independent variable(s) must be clearly labeled.

- The X (horizontal) axis scale should be equal interval.

- If the Y (vertical) axis does not start with zero, it should be clearly indicated that it does not.

- In bar charts, all bars should be of the same width.

e) If multivariate analyses are used, the "generic" name of the analysis (e.g., factor analysis, conjoint analysis, multiple regression) should be mentioned in the body of the report. In addition, because in some cases different computer programs may produce different results, the "proprietary" name (name of computer program and routine) should be referenced in the appendix.

f) In reports of qualitative research, a statement should be included to the effect that the research is based on a small, geographically limited sample and that, accordingly, the findings should be regarded as hypotheses subject to confirmation. The "tone" of the text reporting results should reflect this limitation.

g) Sometimes a marketing research study will produce findings which are internally inconsistent or which are at odds with external sources of information (e.g., sales, what the client "knows"). A good marketing research report points out that inconsistency or discrepancy and seeks to explain it.

Appendix

The appendix should include copies of key documents needed for a reader to understand how the data were collected. In addition to the technical appendix described earlier, the report should include:

- Specimen copies of the screener, questionnaire, show cards, rating boards, and any other interviewer materials.
- Copies of stimuli shown to respondents (ads, concepts, etc.)

Public Release of Data

If the results of a study are released in whole or in part to the public media (e.g., newspapers, magazines, TV networks, etc.), certain minimal information should be disclosed about the survey. This will include:

- The name of the research firm and client.
- When interviewing was conducted.
- A description of the universe, the sampling method, and how interviewing was conducted (phone, door-to-door, etc.)
- If it is a probability sample, the size of the sampling error for the total sample, plus a statement that for subgroups the sampling error would be larger. In addition, it should be noted that the practical difficulties of conducting a survey may introduce other sources of error.
- If it is not a probability sample it is inappropriate to state the sampling error unless it is clearly stated that the results are not necessarily projectable to the entire universe.

CASRO Quality Research Guidelines 1993

CODE OF STANDARDS
FOR SURVEY RESEARCH.

Another Membership Service of . . . **CASRO**

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Council of American Survey Research Organizations
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Founded in 1975, the Council of American Survey Research Organizations is the national trade association of commercial survey research companies located in the United States, representing 160 firms. Our mission is to provide the environment and leadership that will promote the profitable growth and best interests of those firms and other entities engaged in the survey research industry.

Our purpose is to communicate, to educate, to protect, and to represent. We communicate to ourselves, to the industry and to the public about the changing world of research, keeping pace with the world around us. We educate ourselves, the industry and the public because the changing world around us requires our attention and commitment to understanding it and working within it. We protect the public's rights and privacy by requiring a commitment to high standards from every firm that joins our association. CASRO's Code of Standards for Survey Research must be followed by all CASRO members. And we represent what is best about the research industry: an uncompromising commitment to ethics and professionalism, combined with the desire to know what opinions and beliefs about products, services and people will shape and color our world.

CASRO works to fully serve our members, the industry and the public. Our volunteer committees are: Annual Conference, Educational & Professional Training, Financial/Compensation Survey, Government Affairs, International Relations, Membership Services, Past Chairs Council, Publications, Public Relations, Standards, Survey Research Quality, and Technology Forum. We have Business Practices Guidelines that address business applications of the research process. We work with other industry associations to improve the entire survey process. And we serve as a watchdog for any proposed changes in government regulations or legislation that could affect the research industry.

CASRO members include the biggest and the smallest; we're located from Maine to Florida, from Washington to Texas, and from coast to coast; and our members specialize in every kind of research. But one major common ground for all CASRO members is the belief in the value and necessity of survey research in today's world.

Contents

	<u>PAGE</u>
Introduction _____	1
I. Responsibilities to Respondents _____	2
II. Responsibilities to Clients _____	6
III. Responsibilities in Reporting to Clients and the Public _____	8
IV. Responsibility to Outside Contractors and Interviewers _____	10

Addendum

Suggested CASRO Client Agreement

Introduction

This Code of Standards for Survey Research sets forth the agreed upon rules of ethical conduct for Survey Research Organizations. Acceptance of this Code is mandatory for all CASRO Members.

The Code has been organized into sections describing the responsibilities of a Survey Research Organization to Respondents, Clients and Outside Contractors and in reporting study results.

This Code is not intended to be, nor should it be, an immutable document. Circumstances may arise that are not covered by this Code or that may call for modification of some aspect of this Code. The Standards Committee and the Board of Directors of CASRO will evaluate these circumstances as they arise and, if appropriate, revise the Code. The Code, therefore, is a living document that seeks to be responsive to the changing world of Survey Research. To continue to be contemporary, CASRO advocates ongoing, two-way communication with Members, Respondents, Clients, Outside Contractors, Consultants and Interviewers.

(Please also refer to other CASRO Publications which may provide detail relevant to many sections of the Code of Standards)

I. Responsibilities to Respondents

b. The identity of individual Respondents and Respondent-identifiable information may be disclosed to other Survey Research Organizations whenever such organizations are conducting different phases of a multi-stage study (e.g., a trend study). The initial Research Company should confirm in writing that Respondent confidentiality will be maintained in accordance with the Code.

c. In the case of research in which representatives of the Client or others are present, such Client representatives and others should be asked not to disclose to anyone not present the identity of individual Participants or other Participant-identifying information except as needed to respond, with the Participant's prior specific approval, to any complaint by one or more of the Participants concerning a product or service supplied by the Client.

3. The principle of Respondent confidentiality includes the following specific applications or safeguards:

a. Survey Research Organizations' staff or personnel should not use or discuss Respondent-identifiable data or information for other than legitimate internal research purposes.

b. The Survey Research Organization has the responsibility for insuring that Subcontractors (Interviewers, Interviewing Services and Validation, Coding, and Tabulation Organizations) and Consultants are aware of and agree to maintain and respect Respondent confidentiality whenever the identity of Respondents or Respondent-identifiable information is disclosed to such entities.

c. Before permitting Clients or others to have access to completed questionnaires in circumstances other than those described above, Respondent names and other Respondent-identifying information (e.g., telephone numbers) should be deleted.

d. Invisible identifiers on mail questionnaires that connect Respondent answers to particular Respondents should not be used. Visible identification numbers may be used but should be accompanied by an explanation that such identifiers are for control purposes only and that Respondent confidentiality will not be compromised.

e. Any Survey Research Organization that receives from a Client or other entity information that it knows or reasonably believes to be confidential, respondent identifiable information should only use such information in accordance with the principles and procedures described in this Code.

I. Responsibilities to Respondents

b. Deceptive practices and misrepresentation, such as using research as a guise for sales or solicitation purposes, are expressly prohibited.

c. Survey Research Organizations must respect the right of individuals to refuse to be interviewed or to terminate an interview in progress. Techniques that infringe on these rights should not be employed, but Survey Research Organizations may make reasonable efforts to obtain an interview including: (1) explaining the purpose of the research project; (2) providing a gift or monetary incentive adequate to elicit cooperation; and (3) re-contacting an individual at a different time if the individual is unwilling or unable to participate during the initial contact.

d. Research Organizations are responsible for arranging interviewing times that are convenient for respondents.

e. Lengthy interviews can be a burden. Research Organizations are responsible for weighing the research need against the length of the interview and Respondents must not be enticed into an interview by a misrepresentation of the length of the interview.

f. Research Organizations are responsible for developing techniques to minimize the discomfort or apprehension of Respondents and Interviewers when dealing with sensitive subject matter.

g. Electronic equipment (taping, recording, photographing) and one-way viewing rooms may be used only with the full knowledge of Respondents.

II. Responsibilities to Clients

6. For research findings obtained by the agency that are the property of the Client, the Research Organization may make no public release or revelation of findings without expressed, prior approval from the Client.

C. Bribery in any form and in any amount is unacceptable and is a violation of a Research Organization's fundamental, ethical obligations. A Research Organization and/or its principals, officers and employees should never give gifts to Clients in the form of cash. To the extent permitted by applicable laws and regulations, a Research Organization may provide nominal gifts to Clients and may entertain Clients, as long as the cost of such entertainment is modest in amount and incidental in nature.

III. Responsibilities in Reporting to Clients and the Public

11. Estimates of the sampling error and of data should be shown when appropriate, but when shown they should include reference to other possible sources of error so that a misleading impression of accuracy or precision is not conveyed.

12. Statistical tables clearly labelled and identified as to questionnaire source, including the number of raw cases forming the base for each cross-tabulation.

13. Copies of Interviewer instructions, validation results, code books, and other important working papers.

C. As a **minimum**, any general public release of survey findings should include the following information:

1. The sponsorship of the study.
2. A description of the purposes.
3. The sample description and size.
4. The dates of data collection.
5. The names of the research company conducting the study.
6. The exact wording of the questions.

7. Any other information that a lay person would need to make a reasonable assessment of the reported findings.

D. A Survey Research Organization will seek agreements from Clients so that citations of survey findings will be presented to the Research Organization for review and clearance as to accuracy and proper interpretation prior to public release. A Research Organization will advise Clients that if the survey findings publicly disclosed are incorrect, distorted, or incomplete, in the Research Organization's opinion, the Research Organization reserves the right to make its own release of any or all survey findings necessary to make clarification.

STANDARDS REGARDING DISCLOSURE OF RESPONDENT - IDENTIFIABLE DATA TO CLIENTS

CASRO's Code of Standards for Survey Research provides specific guidelines to protect respondent confidentiality. It reads in part:

Since individuals who are interviewed are the lifeblood of the survey research industry, it is essential that survey research organizations be responsible for protecting from disclosure to third parties – including clients and members of the public – the identity of individual respondents as well as Respondent - identifiable information, unless the Respondent expressly requests or permits such disclosure.

The principle of confidentiality is qualified by the following exceptions: (1) to permit the client to validate interviews and/or (2) to permit the client to determine an additional fact of analytical importance to the study.

Respondent - identifiable data may also be disclosed to clients so that they may analyze survey data in combination with other respondent-level data such as internal customer data, respondent-level data from another survey, etc. It is understood that the information will be used for model building, internal analysis, or the like and not for individual marketing efforts.

To assure client compliance, the survey research organization must obtain written confirmation from the client before releasing any data.

CLIENT AGREEMENT CLAUSE

The client agrees and assures that in consideration of the researcher disclosing respondent-identifiable data to the client, the client will not disclose the data to any third party nor will the client use the data for any purpose other than research.

Client Representative Signature Date

Researcher Signature Date

Client Representative Name

Researcher Name

Client Company

Research Company

Research Project/Study: _____



As a CASRO member, we subscribe to the Code of Standards for Survey Research established by the Council of American Survey Research Organizations.

Exhibit D

[Report Cover Letter]

Dear [PSE Representative]:

This letter constitutes certification by The Gilmore Research Group that the attached report and the underlying surveys were conducted and prepared in accordance with the procedures established in Docket No. UE – 960195. These procedures, including the sampling procedures, the data collection methods and the quality controls are consistent with industry practices and, we believe, ensure that the information produced in the surveys is unbiased and valid.

We would be glad to answer any questions or provide any additional information that you may need.

Sincerely,

The Gilmore Research Group