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1                   BELLSOUTH TELECOMMUNICATIONS, INC.  
2                   REBUTTAL TESTIMONY OF ROBERT C. SCHEYE  
3                   BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION  
4                   DOCKET NO. 950985A-TP (Continental Cablevision)  
5                   NOVEMBER 27, 1995

6  
7  
8 Q. Please state your name, address and position with  
9 BellSouth Telecommunications, Inc. ("BellSouth" or  
10 "The Company").

11  
12 A. My name is Robert C. Scheye and I am employed by  
13 BellSouth Telecommunications, Inc., as a Senior  
14 Director in Strategic Management. My address is  
15 675 West Peachtree Street, Atlanta, Georgia 30375.

16  
17 Q. Did you file direct testimony in this docket?

18  
19 A. Yes.

20  
21 Q. What is the purpose of your rebuttal testimony?

22  
23 A. The purpose of my rebuttal testimony is to respond  
24 to several positions taken by other parties in  
25 direct testimony with regard to Continental

1 Cablevision, Inc.'s (Continental) petition for  
2 interconnection filed on November 13, 1995 and to  
3 address additional issues identified in the  
4 November 16, 1995 Issues Identification Workshop.

5

6 Q. Is there an issues list in Docket No. 950985A-TP?

7

8 A. Yes. An issues list was agreed to by all  
9 interested parties in Docket No. 950985-TP at the  
10 Florida Public Service Commission (FPSC) Issues  
11 Identification Workshop held on November 16, 1995.  
12 A copy of that list is attached as RCS-1.

13

14 Q. Metropolitan Fiber Systems of Florida, Inc. (MFS)  
15 witness, Tim Devine, and MCI Metro Access  
16 Transmission Services, Inc. (MCImetro) witness, Dr.  
17 Nina Cornell, contend that new entrants must be  
18 given co-carrier status in order to compete. Is  
19 the co-carrier status referred to different from  
20 the traditional Local Exchange Carrier/Local  
21 Exchange Carrier (LEC/LEC) relationship?

22

23 A. No. Co-carrier relationships have traditionally  
24 existed between local exchange telephone companies  
25 who did not seek to serve each other's customers or

1 territory. These historical relationships arose  
2 under circumstances quite different from the  
3 competitive environment in which the incumbent LECS  
4 and alternative local exchange companies (ALECs)  
5 will operate.

6  
7 While MFS and MCImetro apparently equate co-carrier  
8 status to a "bill and keep" arrangement for  
9 interconnection, this inference is not based on  
10 fact. Except for some extended calling service  
11 arrangements of a non-competitive nature, BellSouth  
12 and the other local exchange telephone companies in  
13 Florida compensate each other with terminating  
14 access charges.

15  
16 Q. Mr. Devine contends that BellSouth is violating  
17 Revised Chapter 364 by linking universal service  
18 and local interconnection. Is it appropriate to  
19 consider universal service issues when addressing  
20 local interconnection and other local competition  
21 issues?

22  
23 A. Yes. There is nothing in revised Chapter 364 that  
24 prohibits the drawing of a relationship between  
25 universal service and local interconnection.

1       Therefore, BellSouth is not in violation of any  
2       statutory provision. Moreover, the legislation  
3       actually contemplates that the ALEC will pay a  
4       local interconnection charge, as well as contribute  
5       its fair share to the support of universal  
6       service/carrier of last resort obligations.

7  
8       Although BellSouth recognizes that each issue is  
9       capable of standing alone, it also recognizes, as  
10      stated in my direct testimony, that relationships  
11      do exist between local interconnection, universal  
12      service, unbundling, telephone number portability  
13      and resale. BellSouth's negotiating posture,  
14      therefore, deals with the issues as a whole rather  
15      than in isolation. Because BellSouth is presenting  
16      a comprehensive package in its negotiations,  
17      changing one element may, and in all likelihood  
18      would, necessitate the changing of all elements.

19  
20      The agreement reached between BellSouth and  
21      Teleport Communications Group, Inc. (TCG)  
22      represents a reasonable approach to putting all the  
23      pieces together in order to look at the whole  
24      picture. It is also an approach that facilitates  
25      the introduction and development of local exchange

1 competition.

2

3 Q. MCImetro alleges that BellSouth proposes to charge  
4 a "universal service preservation charge" (USPC) as  
5 part of the interconnection price. Is this true?

6

7 A. No. Under BellSouth's recommended universal  
8 service support alternative, Alternative 1 filed in  
9 Florida Docket No. 950696-TP, ALECs and IXC's will  
10 be bulk billed for universal service support and  
11 access charges will be reduced by the amount of  
12 support. Therefore, the local interconnection  
13 charge does not include a charge for universal  
14 service. As stated in my direct testimony,  
15 although Alternatives 2 and 3 of the proposal would  
16 be assessed to ALECs for terminating calls on the  
17 LEC's network, BellSouth's preference and  
18 recommendation for the interim is Alternative 1.

19

20 Q. What interconnection arrangements for the exchange  
21 of local traffic have been proposed by other  
22 parties in this proceeding?

23

24 A. It is my understanding of the direct testimony  
25 filed in this docket that there are two proposals,

1 in addition to BellSouth's, that have been  
2 submitted for consideration. These proposals are:  
3 1) a "bill and keep" interconnection arrangement  
4 proposed by Continental and echoed by MCImetro, MFS  
5 and Florida Cable Telecommunication Association,  
6 Inc. (FCTA), and 2) AT&T Communications, Inc.  
7 (AT&T) local interconnection arrangement based on  
8 total service long run incremental cost (TSLRIC).

9

10 Q. Do either of the above plans have any similarities  
11 to BellSouth's plan?

12

13 A. Yes. The AT&T local interconnection arrangement  
14 proposal appears to recognize switched access as  
15 the appropriate long term rate structure.

16

17 Q. Does BellSouth support the "bill and keep"  
18 arrangement proposed by Continental and echoed by  
19 MCImetro, MFS and FCTA?

20

21 A. No. The above parties propose "bill and keep" as  
22 the optimum plan to support local interconnection  
23 arrangements because it allegedly encourages  
24 greater network efficiencies and minimizes billing  
25 requirements. As stated in my direct testimony,

1 BellSouth does not support adoption of the "bill  
2 and keep" arrangement for several reasons.

3

4 First, this arrangement does not recognize the  
5 different types of technical interconnection  
6 arrangements that may exist.

7 Second, ALECs will not be encouraged to provide  
8 efficient functionality within their own network.

9 Third, "bill and keep" does not eliminate the need  
10 for billing and administrative systems.

11

12 Finally, "bill and keep" is not the same  
13 arrangement used for the exchange of traffic  
14 between BellSouth and independent telephone  
15 companies.

16

17 Q. MCImetro states that "bill and keep" provides  
18 greater incentives for the development of true  
19 number portability by BellSouth. Do you agree?

20

21 A. No, the exact opposite is true. The adoption of  
22 "bill and keep" would discourage the provision of  
23 true number portability. BellSouth, as a party to  
24 the stipulation approved by the FPSC on September  
25 12, 1995, has agreed and intends, to provide

1 interim number portability to ALECs. Further,  
2 BellSouth is supportive of, and an active  
3 participant in, the national industry work on  
4 resolving the long term number portability issue.  
5 BellSouth's position has been clearly articulated  
6 in filings before this Commission in Docket No.  
7 950737-TP and before the FCC in Docket No. 95-116.

8

9 Q. Would BellSouth have to develop new measurement and  
10 billing systems to measure terminating local  
11 exchange traffic as suggested by MCImetro?

12

13 A. No. Although BellSouth currently has no need to  
14 and, therefore, does not normally measure  
15 terminating local exchange traffic, the capability  
16 exists to both measure and bill terminating local  
17 exchange traffic.

18

19 Q. MCImetro's witness Cornell discusses mutual  
20 compensation and Time Warner AxS of Florida, L.P.  
21 and Digital Media Partner's (Time Warner) witness  
22 Joan McGrath discusses reciprocal compensation.  
23 Would you discuss BellSouth's position regarding  
24 mutual or reciprocal compensation?

25

1 A. Although, BellSouth supports reciprocal  
2 compensation arrangements between itself and ALECs,  
3 for the reasons given in previous answers and in my  
4 direct testimony, BellSouth does not support a  
5 "bill and keep" arrangement as the appropriate  
6 method of reciprocal compensation.

7  
8 Under BellSouth's proposal, ALECs would compensate  
9 BellSouth for traffic terminated on its network and  
10 vice versa. Reciprocal arrangements such as these  
11 are generally applicable in situations where the  
12 traffic patterns are nearly balanced and each  
13 carrier has a billing arrangement with its  
14 respective users. BellSouth believes that this  
15 will be the predominate situation. It should be  
16 noted that, although reciprocal compensation does  
17 mean that both parties will be compensated for the  
18 exchange of traffic, it does not necessarily  
19 conclude that both parties will be compensated at  
20 the same level.

21

22 Q. You stated that AT&T's proposal recognizes switched  
23 access as the appropriate long term rate structure.  
24 Would you describe BellSouth's position regarding  
25 AT&T's proposal?

1

2 A. Yes. Although AT&T's local interconnection  
3 arrangement proposal does recognize switched access  
4 as the appropriate rate structure, it also requires  
5 the development of new cost studies to determine  
6 the local interconnection rates. Additionally,  
7 AT&T's proposal requires that a new standard be  
8 applied to the development of local interconnection  
9 rates different from that used for access. AT&T's  
10 proposal fails to recognize the statutory  
11 prohibition against arbitrage which exists when  
12 parties cannot distinguish between local and toll  
13 traffic. As discussed in greater detail in the  
14 rebuttal testimony of Dr. Banerjee, AT&T's plan  
15 is not economically appropriate or efficient.

16

17 Q. Do you agree with AT&T's position that  
18 interconnection must be available at all  
19 technically and logically possible points?

20

21 A. No. The position of interconnection at all  
22 technically and logically possible points is  
23 extremely broad. BellSouth suggests that the  
24 appropriate technical arrangement for local  
25 interconnection between BellSouth's network and an

1 ALEC's network is either at the tandem or end  
2 office. Since these are the identical points of  
3 interconnection for interexchange carriers, it is  
4 more logical and technically more efficient to use  
5 these same points for local interconnection.

6

7 Q. Please comment on the "mid-span meet"  
8 interconnection arrangement that AT&T discusses.

9

10 A. AT&T discusses a "mid-span meet" arrangement where  
11 each carrier builds, and is responsible for  
12 operating, trunk facilities out to some agreed upon  
13 point between two central offices. BellSouth does  
14 not envision a need for the "mid-span" proposal  
15 made by AT&T, given the FPSC's recent collocation  
16 order expanding the options for the provision of  
17 transport, such as the provision of interconnection  
18 for an Alternate Access Vendor (AAV). Under the  
19 provisions of the FPSC order issued September 21,  
20 1995, BellSouth filed its expanded interconnection  
21 tariff on November 20, 1995 to be effective 60 days  
22 after filing.

23

24 Q. What other local interconnection related technical  
25 arrangements does BellSouth intend to provide?

1

2 A. BellSouth is considering the appropriateness of  
3 providing the connectivity between ALECs and other  
4 carriers (e.g. IXC's, other ALECs, Independent  
5 Telephone Companies and wireless service  
6 providers). This arrangement would be similar to,  
7 but more expansive than, the functionality that  
8 BellSouth currently provides today. The primary  
9 purpose for this arrangement would be to facilitate  
10 the origination and termination of local or toll  
11 calls between customers of different carriers in  
12 cases where a BellSouth end user is not involved.  
13 BellSouth initiated such an offering, even before  
14 discussions with potential competitors began.

15

16 Q. You have discussed the local interconnection  
17 proposals of the other parties. Would you describe  
18 BellSouth's proposed interconnection rate structure  
19 for the exchange of local and toll traffic between  
20 ALECs and LECs?

21

22 A. As stated in my direct testimony, the appropriate  
23 interconnection arrangement for the exchange of  
24 local and toll traffic between ALECs and LECs is an  
25 arrangement which is based on the switched access

1 rate structure and rate levels. The existing  
2 switched access interconnection arrangement  
3 incorporates all of the components necessary to  
4 accommodate local interconnection arrangements  
5 between ALECs and LECs. Because the toll access  
6 model can support local traffic, there is no need  
7 to develop new rate structures for local traffic  
8 only. BellSouth's plan recognizes that, in the  
9 future, carriers will not be able to distinguish  
10 between different types of calls and carriers.  
11 Adoption of the switched access rate structure and  
12 rates will result in minimizing the arbitrage  
13 potential since the identical capabilities could be  
14 used for both local and toll traffic. The switched  
15 access model will also provide all the  
16 functionality required with any given technical  
17 interconnection arrangement (e.g., end office,  
18 tandem, etc.).

19

20 Additionally, developing new rates and structures  
21 for already existing capabilities would be  
22 contentious, time consuming and an inefficient use  
23 of resources. Unless some new standard was  
24 established as an acceptable alternative to those  
25 used for existing access, this process would likely

1 result in the same functionality at identical  
2 prices. As a further example of the futility of  
3 this process, BellSouth recently filed a revised  
4 local transport structure which is not yet  
5 effective. To suggest that switched access rates  
6 are not appropriate would mean filing these  
7 identical functions one more time, but under some  
8 yet to be defined standard that theoretically might  
9 produce different rates.

10

11 Q. AT&T's witness Mr. Guedel argues that the switched  
12 access rate levels are excessive for local  
13 interconnection compensation arrangements. Do you  
14 agree?

15

16 A. No. The current rate levels for terminating  
17 switched access have already been approved as just  
18 and reasonable by the FPSC. Additionally, under  
19 the stipulation reached in the Florida Rate Case,  
20 BellSouth has reduced switched access rates by  
21 approximately \$50M on July 1, 1994 and \$55M on  
22 October 1, 1995 and will make a further reduction  
23 of \$36M on October 1, 1996, totaling an estimated  
24 \$141M. In light of these significant reductions,  
25 it is clear that BellSouth's switched access rates

1 are becoming more closely aligned with AT&T's  
2 apparent expectations. Characterizations that the  
3 switched access rate levels are overly inflated are  
4 nothing more than an attempt to use this forum,  
5 albeit a totally inappropriate one, to lobby for  
6 further reductions in switched access rates.

7  
8 It is interesting to note, however, that while Mr.  
9 Guedel takes issue with the rate level of  
10 terminating switched access for use in local  
11 interconnection arrangements, it does not appear  
12 that AT&T objects to the use of the switched access  
13 rate structure for local interconnection.

14  
15 Q. Can you elaborate on BellSouth's position regarding  
16 the viability of a usage sensitive interconnection  
17 structure in a flat rate local exchange service  
18 environment, as referenced by Mr. Cresse  
19 representing FCTA, Mr. Devine representing MFS, and  
20 Dr. Cornell representing MCImetro?

21  
22 A. There are three important points that have been  
23 omitted by those parties suggesting that a flat  
24 rate service offering is not viable with a usage  
25 based local interconnection arrangement. First, as

1 stated in my response to the previous question,  
2 Florida's switched access rates have significantly  
3 declined and are continuing to decline. Moreover,  
4 if the Commission approves BellSouth's universal  
5 service proposal Alternative 1, switched access  
6 charges will be further reduced.

7  
8 Second, and perhaps the most significant omission  
9 by those parties objecting to the use of  
10 terminating switched access rates, is that the  
11 parties fail to acknowledge that this form of  
12 compensation will be mutual. Because the payments  
13 are mutual, the compensation paid to ALECs by  
14 BellSouth to terminate traffic on an ALEC's network  
15 will offset, to a great extent, the compensation  
16 paid to BellSouth by ALECs. Therefore, the real  
17 issue is the net difference between the usage  
18 sensitive rates paid and the usage sensitive rates  
19 collected. The difference can be expected to be  
20 fairly fixed (or flat) as traffic patterns mature  
21 and become more predictable between BellSouth and  
22 the ALEC.

23  
24 Third, the argument that the ALECs should not be  
25 required to pay usage based local interconnection

1 compensation in a flat-rate local exchange service  
2 environment ignores the fact that the ALECs will  
3 also be generating revenues from their customers  
4 through a variety of vertical and toll services.  
5 These services should provide levels of  
6 profitability that will greatly exceed the level of  
7 expense incurred from paying BellSouth's local  
8 interconnection charges. Additionally, the ALECs  
9 will have the opportunity to offer bundled services  
10 in which the price of local service will not be  
11 separately identified. In other words, the cost of  
12 local interconnection will be treated as just  
13 another expense without any specific relationship  
14 to a flat-rate local exchange service environment,  
15 and this cost will be recovered from a variety of  
16 services purchased by their customers.

17

18 Q. Joan McGrath of Time Warner, on page 5 of her  
19 direct testimony, says "the Commission should  
20 consider that interconnection is a monopoly  
21 service". Do you agree?

22

23 A. No. Although, BellSouth does agree that in order  
24 to compete effectively, interconnection will be  
25 necessary, it will be necessary in both directions,

1 ALECs with LECs and LECs with ALECs. As MCImetro  
2 recognizes in its testimony, "...the need for  
3 interconnection becomes mutual as soon as an  
4 entrant signs up its first customer." In order to  
5 offer customers full service, reciprocal  
6 interconnection will be necessary.

7

8 Q. AT&T's witness, Mr. Guedel, discusses unbundling  
9 and interconnection arrangements. Is there a  
10 relationship between interconnection and  
11 unbundling?

12

13 A. Yes. Interconnection arrangements will be affected  
14 by the level of unbundling ultimately agreed to or  
15 required.

16

17 Q. Do you agree with AT&T's proposed level of  
18 unbundling?

19

20 A. No, not at this time. BellSouth's tariffs have, or  
21 will have, the unbundled components, elements or  
22 capabilities necessary for an ALEC to provision  
23 local exchange service. These elements (e.g.,  
24 loops, interoffice transport) are currently  
25 available in BellSouth's General Subscriber

1 Services, Private Line or Access Tariffs. Given  
2 the availability of alternative substitutable  
3 services for the provision of local exchange  
4 service, it is not appropriate or necessary to  
5 require additional unbundling of residential or  
6 business local exchange service.

7

8 Q. Can you briefly describe what features, functions  
9 and capabilities that BellSouth plans to provide on  
10 an unbundled basis?

11

12 A. Yes. BellSouth already offers many features on an  
13 unbundled basis, such as loops, interoffice  
14 transport, and various forms of exchange access.  
15 In addition, BellSouth plans to offer, on an  
16 unbundled basis, the following features, functions  
17 and capabilities to ALECs:

18

19 Number Portability

20 BellSouth acknowledges that number portability  
21 should be available in a competitive environment.  
22 BellSouth is planning to make number portability  
23 available by use of remote call forwarding or  
24 Direct-Inward-Dial Trunks (DID) service. BellSouth  
25 will also participate in industry wide national

1 forums established to analyze longer term solutions  
2 and will work with all industry players to  
3 implement the agreed upon solutions. As stated in  
4 the statute, the costs of both short and long term  
5 solutions should be recovered from the carriers who  
6 make use of these arrangements.

7

8 Centralized Message Distribution Service (CMDS)  
9 BellSouth plans to provide Centralized Message  
10 Distribution Service to ALECs so that the ALEC may  
11 accurately bill its end user for calls where the  
12 recording company is different from the billing  
13 company.

14

15 Collocation

16 BellSouth intends to provide collocation  
17 arrangements to ALECs similar to those provided to  
18 Interexchange Carriers and AAVs.

19

20 Directory Assistance (DA)

21 BellSouth supports the inclusion of multiple  
22 carriers' customer listings in its Directory  
23 Assistance service arrangements in a competitive  
24 local exchange environment. BellSouth will work  
25 with any local exchange carrier desiring to have

1 such listings included to establish the processes  
2 and procedures for including their listings and to  
3 provide for access by the carrier's customers to  
4 the DA service itself. The costs for having the  
5 carrier's customer listings included in the DA  
6 service will be recovered via a contract with each  
7 carrier.

8

9 Access to Emergency Services (911)

10 BellSouth believes that it is both logical and  
11 appropriate for a single carrier to provide 911  
12 services within each defined geographical area in a  
13 competitive local exchange environment. Where  
14 BellSouth currently provides such services, and in  
15 locations where it becomes such a provider,  
16 BellSouth will work with all other local exchange  
17 carriers to incorporate their customers into the  
18 911 service agreement. Where BellSouth is not the  
19 911 provider, it will work cooperatively with the  
20 911 provider to accomplish the same ends.

21 BellSouth believes that the additional costs  
22 associated with incorporating such customers into  
23 the 911 service and for providing access to the  
24 service by those customers should be borne by the  
25 new carriers until such time as new negotiations

1 with each affected municipality can take place. In  
2 the long run the costs of the 911 service should be  
3 borne by the municipality as they are today.

4

5 Access To 800 Data Base

6 BellSouth believes that it is appropriate for all  
7 local exchange carriers to have access to databases  
8 associated with 800 service call completion in a  
9 competitive local exchange environment equivalent  
10 to that provided Interexchange Carriers today.

11

12 The costs for implementing and ongoing  
13 administration of such access arrangements will be  
14 recovered via contract or tariff from each carrier.

15

16 Access to Operator Services

17 BellSouth is willing to provide operator call  
18 completion arrangements where technically and  
19 economically feasible to ALECs.

20

21 BellSouth will work with any carrier desiring such  
22 arrangements to establish the processes, procedures  
23 and technical interconnection specifications  
24 necessary to implement them. Included in the  
25 developmental activities will be the design of

1 appropriate dialing arrangements for use by the  
2 customers of ALECs.

3

4 White Page Listings

5 BellSouth supports the inclusion of multiple  
6 carriers' customers listings in its White Page  
7 Directories in a competitive local exchange  
8 environment. BellSouth will work with any local  
9 exchange carrier desiring to have such listings  
10 included to establish the processes and procedures  
11 for including the listings and to accommodate the  
12 needs of the carriers regarding distribution of the  
13 resulting directories to their customers.

14

15 There would initially be no charge to the ALEC for  
16 such arrangements as long as the ALEC agrees to  
17 provide the listing information in accordance with  
18 BellSouth's specifications.

19

20 Signaling

21 Signaling System 7 (SS7) is an out-of-band  
22 signaling network and is provisioned separately  
23 from the voice/data network. BellSouth will  
24 provide SS7 to ALECs in a similar manner as it is  
25 provided to Independent Companies today.

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Access to Numbers

BellSouth acknowledges that numbers should be available to all carriers on an equivalent basis in a competitive local exchange environment. In the future, number assignment and control should be handled by an independent administrator.

Line Identification DataBase (LIDB) Access and Storage Service

BellSouth will provide LIDB Access Service to all ALECs under the same terms and conditions as is in Section 19 of BellSouth's FCC #1 Access Tariff. Under this arrangement, BellSouth will store in its database the billing number information provided by ALECs in a manner similar to that which is outlined in the LIDB Storage Agreement with Independent Companies.

Lines and Ports

Unbundled loops can be purchased out of the Private Line or Special Access Tariffs today. As previously discussed, BellSouth also intends to provide local exchange access ports.

1 Poles, Ducts and Conduits on Public Right of Way

2 It is BellSouth's position that all local exchange  
3 carriers should have reasonable access to and use  
4 of any poles, ducts or conduits which either a LEC  
5 or an ALEC owns or controls located in the public  
6 right-of-way. Requests for such access and use  
7 should be accommodated subject to availability on a  
8 case by case basis where permitted.

9

10 Q. Are there other issues you would like to address?

11

12 A. Yes, several new issues were raised at the Issues  
13 Identification Workshop on November 16, 1995.  
14 Specifically, I would like to address items 11-14  
15 on the attached Exhibit RCS-1.

16

17 Q. What are the appropriate arrangements for physical  
18 interconnection between ALECs and BellSouth,  
19 including trunking and signaling? (Issue No. 11)

20

21 A. As I stated previously, it is BellSouth's position  
22 that local interconnection, which includes trunking  
23 and signaling, should be provided at the access  
24 tandem and end office levels. This is the only  
25 technically feasible arrangement and it is the

1 arrangement that currently exists with the  
2 interexchange carriers.

3

4 Q. To the extent not addressed in the Number  
5 Portability Docket, what are the appropriate  
6 financial and operational arrangements for  
7 interexchange calls terminated to a number that has  
8 been "ported" to an ALEC? (Issue No. 12)

9

10 A. The arrangement referenced above is identical to a  
11 situation in which an interexchange carrier is  
12 connected through the BellSouth access tandem and  
13 then is connected to an ALEC end office. Under  
14 these circumstances, BellSouth would bill its  
15 switched access rate elements to the interexchange  
16 carrier and would anticipate that the ALEC would do  
17 likewise. This same arrangement is applicable to a  
18 call that has been "ported", therefore, no special  
19 technical provisions are required.

20

21 Q. What, if any, arrangements are necessary to address  
22 other operational issues? (Issue No. 13)

23

24 A. Operational issues are most appropriately resolved  
25 through the negotiation process. It is BellSouth's

1 intention to address them in this manner. Should  
2 issues arise between the parties that cannot be  
3 resolved, then the complaint procedures currently  
4 existing at the Commission are the appropriate  
5 means for resolution.

6

7 Q. What, if any, arrangements are appropriate for the  
8 assignment of NXX codes to ALECs? (Issue No. 14)

9

10 A. BellSouth acknowledges that numbers should be  
11 available to all carriers on an equal basis in a  
12 competitive local exchange environment. This issue  
13 is currently being examined at the federal level.  
14 BellSouth supports the national work as well as the  
15 use of an independent administrator for the  
16 assignment and control of NPA and NXX codes and  
17 other special codes available in the North American  
18 Numbering Plan (NANP). BellSouth will continue to  
19 participate in national forums established to  
20 develop and implement such an independent  
21 administrator.

22

23 Until such time that these issues are resolved at  
24 the national level, ALECs must process request  
25 through BellSouth as long as BellSouth is the NXX

1 administrator for its region.

2

3 Q. Does this conclude your testimony?

4

5 A. Yes.

6

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**ISSUES LIST FOR MCI/MFS/CONTINENTAL/TELEPORT  
DOCKET NO. 950985-TP**

1. What are the appropriate rate structures, interconnection rates, or other compensation arrangements for the exchange of local and toll traffic between Continental and BellSouth?
2. If the Commission sets rates, terms, and conditions for interconnection between Continental and BellSouth, should BellSouth tariff the interconnection rate(s) or other arrangements?
3. What are the appropriate technical and financial arrangements which should govern interconnection between Continental and BellSouth for the delivery of calls originated and/or terminated from carriers not directly connected to Continental's network?
4. What are the appropriate technical and financial requirements for the exchange of intraLATA 800 traffic which originates from a Continental customer and terminates to an 800 number served by or through BellSouth?
- 5a. What are the appropriate technical arrangements for the interconnection of Continental's network to BellSouth's 911 provisioning network such that Continental's customers are ensured the same level of 911 service as they would receive as a customer of BellSouth?
- 5b. What procedures should be in place for the timely exchange and updating of Continental customer information for inclusion in appropriate E911 databases?
6. What are the appropriate technical and financial requirements for operator handled traffic flowing between Continental and BellSouth, including busy line verification and emergency interrupt services?
7. What are the appropriate arrangements for the provision of directory assistance services and data between BellSouth and Continental?
8. Under what terms and conditions should BellSouth be required to list Continental's customers in its white and yellow pages directories, and to publish and distribute these directories to Continental's customers?

9. What are the appropriate arrangements for the provision of billing and collection services between BellSouth and Continental including billing and clearing credit, collect, third party and audiotext calls?
10. What arrangements are necessary to ensure the provision of CLASS/LASS services between Continental's and BellSouth's networks?
11. What are the appropriate arrangements for physical interconnection between Continental and BellSouth, including trunking and signalling?
12. To the extent not addressed in the Number Portability Docket, what are the appropriate financial and operational arrangements for interexchange calls terminated to a number that has been "ported" to Continental?
13. What, if any, arrangements are necessary to address other operational issues?
14. What, if any, arrangements are appropriate for the assignment of NXX codes to Continental?