

FLORIDA PUBLIC SERVICE COMMISSION
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FROM: DIVISION OF COMMUNICATIONS (SIRIANNI, ^{MRS}MUSSELWHITE ^{BSM})
DIVISION OF LEGAL SERVICES (B.KEATING) ^{MCB for BK}

RE: DOCKET NO. 980119-TL - COMPLAINT OF SUPRA
TELECOMMUNICATIONS & INFORMATION SYSTEMS, INC. FOR
FAILURE TO COMPLY WITH INTERCONNECTION, COLLOCATION AND
RESALE AGREEMENTS IN VIOLATION OF THE TELECOMMUNICATIONS
ACT OF 1996

AGENDA: JUNE 30, 1998 - REGULAR AGENDA - POST HEARING DECISION -
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Acronyms

AFIG	Assignment Facilities Inventory Group
ALEC	Alternative Local Exchange Carrier
ASR	Access Service Requests
BAPCO	BellSouth Advertising and Publishing Company
BOC	Bell Operating Companies
BR	Brief of Evidence
BST	BellSouth Telecommunications, Inc.
CABS	Carrier Access Billing System
CLEC	Competitive Local Exchange Carrier
CLLI	Common Language Location Identifier
CLUB	Customized Large User Bill
CO	Central Office
CPG	Circuit Provisioning Group
CRIS	Customer Records Information System
DAML	Digital Additional Main Line
DA	Directory Assistance
DAB	Diskette Analyzer Bill
DLC	Digital Loop Carrier
DOE	Direct Order Entry
DSX	Digital signal cross-connect
EDI	Electronic Data Interchange

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EXACT	Exchange Access Control and Tracking System
EXH	Exhibit
FCC	Federal Communications Commission
FOC	Firm Order Confirmation
FPSC	Florida Public Service Commission
FUEL	Field Identifier, USOC, and Edit Library
ILEC	Incumbent Local Exchange Carrier
IXC	Interexchange Carrier
LCSC	Local Carrier Service Center
LENS	Local Exchange Navigation System
LEO	Local Exchange Ordering
LESOG	Local Exchange Service Order Generator
LMOS	Loop Maintenance Operation System
NID	Network Interface Device
OSS	Operational Support Systems
PBX	Private Branch Exchange
PIC	Preferred Interexchange Carrier
RCF	Remote Call Forwarding
RNS	Regional Negotiation System
RSAG	Regional Street Address Guide
SME	Subject Matter expert

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SOLAR	Service Order Layout Assembly Routine
SONGS	Service Order Negotiation System
Supra	Supra Telecommunications and Information Systems, Inc.
TA96/Act	Telecommunications Act of 1996
TAFI	Trouble Analysis Facilitation Interface
TR	Transcript
TSLRIC	Total Service Long Run Incremental Cost
UNE	Unbundled Network Element
USOA	Uniform System of Accounts
USOC	Uniform Service Order Code

EXECUTIVE SUMMARY

Issue 1 deals with whether or not BellSouth Telecommunications, Inc. (BST) has failed to properly implement certain provisions of its Interconnection, Collocation and Resale agreements with Supra such that Supra is unable to provide local exchange service on parity with that which BellSouth provides to its own retail customers. Staff is recommending that the Commission find that BellSouth has failed to properly implement provisions of its agreements with Supra regarding Billing Address Information, USOC Codes, Telephone Number Access, Address Validation, Insufficient Ordering Capabilities, and Inside Wire Maintenance.

Issue 2 addresses whether or not BellSouth has provided Supra adequate written information and support for Supra to provide local exchange service on parity with BellSouth. Staff is recommending that the Commission find that BellSouth be required to provide any outstanding documentation requested by Supra.

Issue 3 addresses whether or not BellSouth has acted appropriately in its billing of Supra and has Supra timely paid its bills to BellSouth. Staff is recommending that the Commission find that BellSouth has acted appropriately in its billing of Supra.

Issue 4 addresses whether or not BellSouth has appropriately applied Sections A2.3.8A and A2.3.8B of its General Subscriber Services Tariff to Supra. Staff is recommending that the Commission find that BellSouth has appropriately applied Sections A2.3.8A and A2.3.8B of its General Subscriber Services Tariff to Supra.

Issue 5 addresses whether or not BellSouth has responded appropriately to consumer queries regarding Supra. Staff is recommending that BellSouth be required to retrain its employees on the proper procedures for handling ALEC repairs and Inside Wire Maintenance problems.

Issue 6 addresses what relief, if any, should the Commission order for Supra or BellSouth. If issues 1-5 are approved, staff is recommending that the Commission order the relief for Supra and BellSouth as outlined in staff's analysis in these issues.

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CASE BACKGROUND

On January 23, 1998, Supra Telecommunications and Information Systems, Inc. (Supra) filed a Complaint against BellSouth Telecommunications, Inc. (BellSouth) for alleged violations of the Telecommunications Act of 1996 (Act) and Petition for resolution of certain disputes between BellSouth and Supra regarding interpretation of the Interconnection, Resale, and Collocation Agreements between Supra and BellSouth (Petition). On February 16, 1998, BellSouth filed its Answer and Response to Supra's Petition. On April 30, 1998, this Commission held a hearing in which it received testimony concerning Supra's complaint. This is staff's recommendation regarding the interpretation of the Interconnection, Resale, and Collocation Agreements between Supra and BellSouth.

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DISCUSSION OF ISSUES

ISSUE 1: Has BellSouth Telecommunications, Inc. failed to properly implement the following provisions of its Interconnection, Collocation and Resale agreements with Supra such that Supra is unable to provide local exchange service on parity with that which BellSouth provides:

- a. Billing Requirements
 - b. Telephone Number Access
 - c. Provision of Dial Tone
 - d. Electronic Access to Operational Support Systems (OSS) and OSS interfaces (Ordering and Provisioning, Installation, Maintenance and repair).
 - e. Notification Requirements.
 - f. Timeliness of Installation, Repair and Maintenance.
- (Musselwhite)

RECOMMENDATION: Yes, BellSouth has failed to properly implement certain provisions of its Interconnection, Collocation and Resale agreements with Supra. The provisions as discussed in staff's analyses are Billing Address Information (a.1), USOC Codes (a.3), Telephone Number Access (b.), Address Validation (d.2), Insufficient Ordering Capabilities (d.3), and Inside Wire Maintenance (f.2.b), as explained in staff's analysis. The specific relief that the Commission should grant is addressed in staff's recommendation in Issue 6.

POSITIONS OF PARTIES:

BellSouth:

- a. No. BellSouth has provided Supra with the information needed by Supra in order to bill its customers.
- b. No. BellSouth has provided Supra with access to telephone numbers available at parity with itself.
- c. No. BellSouth is aware of one incident in which the dial tone for Supra's corporate offices was disconnected as a result of a location move by Supra. The cause was human error.
- d. No. BellSouth has provided Supra access to Operations Support Systems such that Supra can provide local exchange service.

- e. No. BellSouth notifies all ALECs of changes in its Operational Support Systems via written notification and BellSouth's Interconnection Services Website.
- f. No. BellSouth has provided Supra with timely provisioning, maintenance, and repair services.

Supra: Yes, BellSouth has failed to properly implement the provisions of the Resale, Collocation and Interconnection Agreements with Supra, referenced in sub-issues (a) through (f) above, such that Supra cannot provide levels of customer service equivalent to that which BellSouth provides.

STAFF ANALYSIS: This issue addresses whether or not BellSouth (BST) has properly implemented certain provisions of its Interconnection, Collocation and Resale agreements with Supra, so that Supra can provide local exchange service at parity with that which BellSouth provides to its own retail customers. This section will separately address each problem identified by Supra.

a. BILLING REQUIREMENTS

1. Billing Address Information

Supra states that BST has failed to implement the billing provisions of the Interconnection agreement such that Supra cannot provide local exchange service at parity with BST. (Ramos TR 21) Witness Ramos states that BST provides Supra with billing information in the Customized Large User Bill (CLUB) billing format. According to Supra, CLUB bills were designed to provide bill information to corporate customers "with many lines subordinate to one main line." (Ramos TR 21) Witness Ramos states that CLUB bills were not designed to meet the needs of ALECs, nor was the Diskette Analyzer Bill (DAB), which provides Supra with additional billing information and customized reports. (TR 21; Scollard TR 441) Witness Ramos states that the DAB bill only provides the customer's street address, and fails to provide Supra with the information it needs. The information Supra wants is the customer's complete service address which, in addition to the customer's street address, would include the customer's name, city, state, and zip code. (Ramos TR 21, 23) Witness Ramos alleges that BST is able to provide the complete service address, because it retains the information in its database; however, witness Ramos states that BST has chosen to deny Supra access by encrypting and hiding the information. (TR 67) In addition, Supra states that

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when a customer changes his or her local phone service to Supra, BST removes the customer's billing address information and replaces it with Supra's address. Thus, witness Ramos states that BST's billing system treats Supra as the single billable customer, which prohibits Supra from receiving adequate billing information about its customers. (TR 23)

BST states that it has provided billing information to Supra in accordance with the Interconnection and Resale agreements. (Scollard TR 440) Witness Scollard states that for resold services, when the initial service was ordered by Supra, BST established an accounts receivable master account for Supra, as called for in Attachment 7, Section 1.2 of the Interconnection Agreement. Thus, BST contends that once Supra began reselling services to its end users, it became the customer of record for all facilities and services ordered from BST. (TR 442) According to BST, this means that it no longer has responsibility for where the end user wants his or her bill sent; the responsibility is shifted to Supra. BST also states that since Supra is the billed party, BST uses Supra's address as the billing address. (TR 442)

BST denies Supra's allegation that it encrypts or hides the customer's complete service address from Supra. (Scollard TR 446) BST states that when a customer switches from BST to another local service provider, an order is processed through the Customer Records Information System (CRIS). Witness Scollard states that BST only changes the data items that are required to provide billing. (TR 446) Thus, witness Scollard states that since BST no longer uses the end user's billing address, the information is not changed. Witness Scollard also states that the end user billing address is not needed to provide billing to Supra, so this information is not "picked up" by the billing system. (TR 446) Witness Scollard further states that such information is an avoided cost for resale, and therefore BST does not provide this information for any ALEC. (TR 472) Nevertheless, BST states that Supra has access to the end user's billing address via the Customer Service Record (CSR), and Supra can ask the end user where they would like the bill sent when the customer is arranging for service with Supra. (Scollard TR 446, 463)

Conclusion

As stated above, Section 1.2 of Attachment 7 of the Interconnection agreement between Supra and BST provides that for resold services BST will establish an accounts receivable master account for Supra. Supra does not deny that BST has done so, but rather argues that BST should not bill Supra as the single billable customer. Staff believes that based on the plain language of the

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Interconnection agreement, and since Supra is the customer of record, BST has appropriately applied this section of its agreement with Supra. In addition, staff believes that Supra has the duty to determine where its customers want their bills sent. The Resale Agreement at Section VII K provides that:

The Company will not perform billing and collection services for Reseller as a result of execution of this Agreement.

Therefore, staff believes that it is Supra's responsibility to bill its own customers. Supra states that when its customer service representatives sign up a new customer they verify the customer's name, billing address, address where service will be rendered, and the customer's telephone number. (Ramos TR 124) In addition, the Customer Service Record includes the customer's billing address, account number, service address, and every service and feature that the customer had in service as a BST retail customer. (Stacy TR 552) Therefore, staff believes that Supra has the ability to gather and verify its customers' billing information in substantially the same manner that BST verifies its customers' billing information. However, contrary to the Interconnection Agreement, BST is providing Supra with bills in the CLUB billing format. Section 1.1 of Attachment 7 provides that:

...BellSouth provides billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular services that Supra Telecommunications and Information Systems, Inc. requests.

The record shows that BST has provided Supra with billing information via CRIS; however, neither party discusses why BST is providing Supra with CLUB bills instead of CABS bills, as required by the Interconnection agreement. There is insufficient evidence in the record to determine whether or not CABS formatted bills would be more beneficial to Supra, but the Interconnection agreement clearly provides that CABS is the required format. Therefore, staff believes that the Commission should require BST to provide Supra with CABS formatted bills, rather than CLUB formatted bills. However, if the parties wish to use CLUB billing, they should negotiate an amendment to the Interconnection Agreement.

2. Billing Detail

Witness Ramos states that in addition to needing the complete service address of each of its end users, the Company needs the Diskette Analyzer Bill (DAB) to identify taxes and certain monthly charges, such as Emergency 911, per customer account number. According to Supra, the DAB bill it receives aggregates these monthly charges in the main billing account and does not break them out. (Ramos TR 22) Supra states it needs this information per customer account number, so that it can provide a detailed, itemized bill to its customers. (Ramos TR 24)

BST witness Scollard states that BST makes available the billing information that Supra needs to substantiate the charges it is being billed by BST and to identify which account is being charged. Witness Scollard also states that the billing information provided via CLUB, DAB and other billing options, such as the Daily Usage File, combined with additional data that Supra maintains about its own end users, allows Supra to support its end users "in substantially the same manner that BellSouth supports its own retail customers." (TR 440, 444) However, BST states that Supra has not requested the Daily Usage Files from BST, as required by the Interconnection Agreement in Attachment 7, Section 3.1. (Scollard TR 460) According to BST, the Daily Usage Files service would provide Supra with records detailing billable events by its end users. Further, BST contends that Supra's "allegations deal with billing functions that Supra itself should be performing for its end users." (Scollard TR 440)

According to witness Scollard, CLUB bills are offered to ALECs as well as to BST's retail customers. Witness Scollard states that CLUB bills provide the billing capability to "sort billed charges in a number of different levels and options." BST states that CLUB bills allow Supra to customize this information to meet its own billing requirements. (Scollard TR 441) In addition, witness Scollard states that Supra has been provided with DAB bills, which provide address information to Supra in the exact same way the information is provided to BST's retail DAB users. (TR 443) Witness Scollard states that DAB allows a customer to produce "customized reports, view information, and summarize billed charges to a number of different levels." (TR 441) BST states that Supra can download the information from DAB to a number of spreadsheets or database applications to integrate billing data with Supra's own systems. (TR 441, 442) Further, BST refutes Supra's allegation that bulk-billed items, such as Emergency 911, are billed at a greater level of detail to BST's retail customers than to ALECs via DAB. According to witness Scollard, DAB provides the same level of detail for all customers. (TR 443)

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Conclusion

Based on the evidence in the record, it appears that BST has provided or made available the billing information that Supra needs in order to substantiate the charges BST is billing Supra and to identify which account is being charged. BST states that the DAB provides Supra with the exact same level of billing detail that BST's retail customers receive, and it is downloadable so that Supra can integrate this billing information with its own billing systems. In addition, BST states that Supra has not requested the Daily Usage File service from BST, and Supra has offered no evidence to the contrary. Attachment 7, Section 3.1 of the Interconnection Agreement provides that:

Upon request from Supra Telecommunications and Information Systems, Inc., BellSouth will provide Daily Usage File service to Supra Telecommunications and Information Systems, Inc. pursuant to the rates, terms and conditions set forth in this section.

In addition, Attachment 7, Section 3.3 provides that:

The Daily Usage Feed will contain billable messages, that were carried over the BellSouth Network and processed in the CRIS Billing System...

Further, Section 3.4 provides that:

The Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Bellcore EMR record format.

Staff believes that the Daily Usage File would provide Supra with the information it needs in order to bill its end user's billable events. Therefore, based on the evidence in the record, staff believes that BST has provided Supra with an appropriate level of billing detail as required by the Interconnection Agreement. However, as stated above, BST should provide Supra with CABS formatted bills instead of CLUB formatted bills, unless the parties negotiate otherwise.

3. USOC Codes

Witness Ramos states that Supra has not been provided adequate information regarding USOC (Uniform Service Order Code) codes. (Ramos TR 22) Witness Ramos states that each BST feature and service has a USOC code, some of which BST must discount. Witness Ramos states that BST has not provided Supra with adequate

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information regarding which USOC codes are discounted and which are not. (TR 22) Supra states that being able to determine whether or not a USOC code is discounted or not is critical to Supra being able to accurately bill its customers. (Ramos TR 22-23)

BST states that Supra has been provided with adequate information regarding USOCs. BST states, and witness Ramos agrees, that BST has provided Supra with a USOC manual, and with a Local Exchange Ordering Guide, which contain USOCs. (Stacy TR 545; Ramos TR 114-115) In addition, BST states, and Supra agrees, that the USOCs are posted on BST's Interconnection Services Web Page, and they are contained in BST's Florida tariffs. (Stacy TR 545; Ramos TR 115) Therefore, BST contends that it has provided Supra with sufficient information regarding USOC codes. (Stacy TR 582)

Conclusion

Staff believes that BST has provided Supra with several sources that contain USOC codes. However, staff believes that BST should be required to identify which USOC codes are discounted and which are not, so that Supra can accurately bill its end users. In addition, to the extent that BST's electronic interfaces provide information or automatically populate fields with USOC codes, staff believes that the same capability should be provided through the ordering interfaces available to Supra.

4. Billing Support

Finally, Supra alleges that BST employees have not been helpful in the billing arena. Witness Ramos states that BST employees have been either unresponsive to billing questions, or have taken a long time to respond to and solve Supra's questions. Witness Ramos also alleges that BST customer service representatives have told Supra customers that they did not have to pay their Supra bills if they disputed the billing amounts. (TR 26) In addition, Supra states that because it was experiencing billing problems, it was unable to accurately and timely bill its customers. (Ramos TR 25) Thus, Supra states that since its bills were late, some of its customers forgot that they had signed up for local service with Supra. When these customers contacted BST regarding why they had not received a bill, Supra alleges that BST employees told Supra customers that they should file a complaint with the Public Service Commission against Supra. (Ramos TR 25) Supra has requested that the Commission order BST to "stop advising Supra customers to file complaints against Supra at the Florida Public Service Commission." (Ramos TR 49)

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BST refutes Supra's allegations that BST's employees have acted inappropriately or have failed to be responsive to Supra's billing needs. Witness Scollard states that BST's employees have gone "above and beyond the call of duty" to work with Supra on its billing issues. BST states that its employees have worked with Supra's programming staff to answer their questions regarding the options Supra has considered. At the end of 1997, BST states that its employees were working with Supra and its vendors on almost a daily basis to work out billing details and questions. In addition, BST states that when answers have not been readily available, BST has, and will continue to be, "committed to quickly finding the answers." (TR 447) However, BST states that it is not sure whether anything will satisfy Supra other than BST directly billing Supra's end users, but Section VII K of the resale agreement specifically states that BST will not perform billing and collection services for Supra. (Scollard TR 440)

Conclusion

Based on the evidence in the record, staff believes that BST has been responsive to Supra's billing questions. In addition, there is insufficient evidence in the record to support Supra's allegation that BST employees told Supra customers to contact the Public Service Commission regarding billing problems with Supra. Staff agrees with Supra that in the event that a Supra customer contacts BST regarding billing problems, BST should inform Supra's end users to contact Supra; however, if the customer is unable to work out its differences with Supra, nothing precludes the customer from contacting the FPSC. Therefore, staff recommends that BST has timely and appropriately responded to Supra's billing questions. In addition, staff recommends that in cases where BST is contacted by Supra customers regarding billing complaints against Supra, BST should direct the customer to Supra. However, as stated above, if the end user is unable to work out its differences with Supra, nothing precludes the end user from filing a complaint with the Commission.

b. TELEPHONE NUMBER ACCESS

Supra witness Ramos states that BST has not provided telephone number availability to Supra at parity with that which BST provides to itself. Witness Ramos cites Paragraph 1 of Attachment 5 of the Interconnection Agreement, which states:

BellSouth will ensure that Supra Telecommunications & Information Systems, Inc., whether facilities-based or reseller, has nondiscriminatory access to telephone

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numbers for assignment to their customers under the same terms that BellSouth has access to telephone numbers.

In addition to the language in the Interconnection Agreement, Supra states that BST's Resale and Ordering Guide allows ALECs to reserve a maximum of 100 telephone numbers per Common Language Location Identifier (CLLI) code. However, witness Ramos claims that in October 1997, when Supra faxed an order for 100 telephone numbers for each of approximately 57 CLLIs, BST rejected the order stating that Supra could not reserve 100 telephone numbers per CLLI code. (TR 74-75; EXH 2, OAR-6) Nevertheless, according to witness Stacy, "BellSouth removed the 100 number telephone number reservation limit per Central Office" on January 15, 1998. (TR 538) Therefore, witness Stacy states that this complaint is "no longer appropriate." (TR 538)

Witness Ramos also states that LENS only allows ALECs the ability to reserve six telephone numbers per order, and that Supra has had to wait long periods of time to give a new customer a telephone number. Further, Supra states that in some cases the numbers that LENS displayed as available were already assigned by BST to its retail customers. (Ramos TR 75) However, contrary to Supra's allegations, BST witness Milner states that BST has provided Supra with access to telephone numbers at parity with itself. Witness Milner states that LENS accesses the same data base that its retail representatives' systems access, thus BST states it has provided ALECs with electronic availability to telephone numbers at parity with what BST provides itself. (TR 320) However, in conflict with witness Milner's statement above, witness Stacy admitted that BST's ordering systems do not have the six telephone number limitation currently found in LENS. (EXH 43, p.88)

Conclusion

Based on the evidence in the record, staff believes that BST has removed the 100 number telephone number restriction per Central Office that it placed on ALECs. However, by Order No. PSC-97-1459-FOF-TL, in Docket No. 960786-TL, the Commission ordered BST to provide ALECs with the ability to reserve the same number of telephone numbers through LENS as BST can through its ordering interface called the Regional Negotiation System (RNS). RNS allows BST customer service representatives to reserve up to 25 numbers, while LENS only allows Supra, and all ALECs, to reserve a maximum of 6 numbers. (See Order pp.79, 82-83) In addition, Supra states that it has to wait a period of time before it can assign a telephone number to its customers. BST's RNS system, on the other

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hand, automatically assigns a telephone number to an end user when the customer's address is validated. Again, by Order No. PSC-97-1459-FOF-TL, the Commission ordered BST to provide ALECs with this same capability. (See Order pp.82-83) Nevertheless, BST has failed to correct these deficiencies. Further, as stated above, the Interconnection Agreement states that BST will provide "nondiscriminatory access to telephone numbers." Therefore, in order for Supra to be at parity with BST, staff recommends that the Commission require BST to correct these deficiencies in LENS.

c. PROVISION OF DIAL TONE

Supra witness Reinke states that on several occasions BellSouth failed to provide Supra with dial tone. Specifically, witness Reinke cites two instances where Supra experienced such problems. According to Supra, the first time it lost dial tone was on October 31, 1997, the day before a scheduled move of its corporate headquarters from Coral Gables to Miami. (Reinke TR 158) In order to assure continual service at both locations, Supra requested dual service from BST. (Reinke TR 158) Dual service is a service offering that supplies the same dial tone concurrently to two different addresses served from the same wire center for a limited period of time. However, on October 31, 1997, Supra realized that it did not have phone service at its Coral Gables location, so the move was canceled. Further, witness Reinke states that service was not restored until November 3, 1997. (TR 158)

Witness Reinke states that the second time Supra lost dial tone was on November 16, 1997. According to witness Reinke, Supra's corporate headquarters relocation was rescheduled for November 18 and 19, 1997, and dual service was again requested; however, on November 16, 1997, Supra's service was not working at either location. Witness Reinke states that on November 18, 1997, BST was able to get one line out of 24 working at Supra's Miami office, and it took until November 20, 1997, to get all of Supra's lines working. Supra states that having uninterrupted service is critical so its customers can reach the Company in the event that service problems occur. (TR 158) However, witness Reinke states that no Supra end user customers were affected, and that Supra does not believe that BST intentionally caused the loss of dial tone. (TR 165)

BST's witness Milner states that BST did disconnect Supra's service in error on October 31, 1997, and that BST restored Supra's service on November 3, 1997. Witness Milner states that a BST service representative failed to properly coordinate the order for Supra's move to its new location. (TR 328) However, witness Milner states that BST has no knowledge of the loss of dial tone

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experienced by Supra on November 16, 1997. Witness Milner states that Supra did not report this problem to BST, but, according to witness Milner, Supra did report trouble on its lines on November 13, 1997. (TR 329) BellSouth's investigation revealed that a trouble condition in BST's central office was cleared on November 14, 1997. The problem was identified as a trouble with the central office common equipment, which serves many, and sometimes all, of the customers served by the central office. Witness Milner states that BST was unable to determine if this problem contributed to Supra's reported trouble, but even if it did, witness Milner states that it was not an interconnection problem. Witness Milner states that the problem "was limited to Supra's own telephone service and did not affect the service of any Supra end user customer." (TR 329)

Conclusion

Based on the evidence in the record, staff believes, and BST has conceded, that BST caused a loss of dial tone to Supra on November 3, 1997. However, there is no evidence to support that BST intentionally caused this outage to Supra. In addition, no Supra end user customers were affected by the loss of dial tone on November 3, 1997. The evidence in the record is inconclusive as to the reason dial tone was lost on November 16, 1997, and, again, it appears that no Supra end user customers were affected. Therefore, staff does not believe that BST has violated its interconnection agreement with Supra. Further, since Supra has not requested any specific relief with regard to this issue, and since it appears that the loss of dial tone experienced by Supra is an isolated incident, staff recommends that the Commission take no action on this issue at this time. If in the future Supra continues to experience a loss of dial tone caused by BST, then staff believes that Supra should seek relief from this Commission at that time.

d. ELECTRONIC ACCESS TO OSS AND OSS INTERFACES

Supra states that BST has failed to provide ordering and provisioning to Supra at parity with that which BST provides itself. Witness Ramos states that this is because the electronic interfaces that BST has made available to Supra do not provide Supra acceptable access to BST's operational support systems (OSS). (TR 79) BST denies this allegation. (Milner TR 321) Since there are a number of problems raised by Supra, staff has separated the problems into several different categories. Each category is addressed below.

1. Manual Ordering

Supra witness Reinke alleges that BST has demanded that Supra manually fax its orders to BST. (TR 159) Witness Reinke states that by refusing to allow Supra to interface electronically with BST's OSS systems, BST has caused Supra "endless trouble." (TR 159) In addition, witness Reinke and witness Ramos both state that BST has continually lost orders that Supra has faxed to BST. (Reinke TR 159; Ramos TR 81) Supra states that in some cases orders for new service have been delayed for twelve to thirteen days. (Ramos TR 81) Witness Ramos attributes this problem to LENS not accepting orders for more than six lines at one time. According to Supra, it was never told that this limitation existed in LENS. In addition, Supra states that many of the orders it initially placed via LENS were for PBX and Centrex services that contained more than six lines. Witness Ramos states that Supra did not know that PBX and Centrex orders must be submitted manually to BST. Therefore, Supra states that it lost a number of business customers while these orders "sat unprocessed" in BST's system. (Ramos TR 80)

BST denies that it requires Supra to manually fax all of its orders to BST. Witness Stacy states that LENS and EDI allow ALECs to order "34 products and services, which include over 200 variations," electronically from BST. Witness Stacy states that all other products and services must be ordered manually; however, witness Stacy states that the products and services that must be ordered manually by ALECs, must also be handled manually by BST. (TR 566) In addition, BST states that it has provided Supra with access to BST's OSS systems through many different electronic interfaces. (Milner TR 321) Witness Milner states that BST has provided Supra with an adequate interface for pre-ordering, ordering, and provisioning, as evidenced by Supra's "heavy use of LENS." According to BST, Supra submitted 2,046 Local Service Requests via LENS from August 1997 through January 1998. (Milner TR 322)

In response to Supra's allegation that BST has continually lost orders, BST admits that prior to October 1997 there was a problem with some faxed Local Service Requests (LSR) being lost. However, BST states that in October 1997, BST installed a fax server at the Local Carrier Service Center (LCSC), which "reduces the possibility of lost LSRs to a minimum." (Milner TR 340) According to BST, BST's fax server has a 95% completion rate for faxes. Therefore, BST states that this is no longer a problem. (Stacy TR 541) In addition, BST states that Supra was aware that LENS cannot support more than 6 lines per order. (Stacy TR 540) Witness Stacy states that Supra employees were informed of this limitation during LENS training classes in July 1997 and November

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1997, and through the LENS User Guide that was provided to the Company. (TR 540) Further, witness Stacy points out that although LENS does not accept orders for PBX trunks, EDI can accept orders for more than 6 lines and has been used by Supra. Witness Stacy also states that Centrex orders must be handled manually for both BST and ALECs. (TR 540)

Conclusion

The record does not support Supra's claim that BST has required Supra to manually fax all of its orders. Witness Ramos admits that Supra has access to LENS and EDI and that neither one of these electronic interfaces requires Supra to fax orders; however, witness Hamilton states that one of Supra's employees has had trouble using EDI to process orders. (Ramos TR 114; EXH 10, p.40) Although this may be true, Supra does not identify what problems were experienced. In addition, BST states that Supra has submitted over 2,000 orders via LENS, which Supra does not dispute. In regard to Supra's allegation that BST has lost orders, BST admits that prior to installing a fax server in October 1997 this was a problem. Nevertheless, it appears that BST has taken appropriate steps to minimize this problem. Finally, staff believes that Supra was adequately informed of the limitation that LENS cannot support more than 6 lines per order; however, as discussed in Issue 1 b. above, staff believes that BST should be required to modify LENS to give Supra, and all ALECs, the same ordering capability that BST's RNS system provides itself.

2. Address Validation

Supra witness Hamilton states that Supra has no way to determine immediately that there is working telephone service at a particular address. Witness Hamilton states that this was discovered after Supra placed an order with BST for an end user who moved into an apartment whose previous tenant had abandoned his phone service. Supra states that although the address was a valid address in LENS, BST refused to process the order because there was working service in another name and the service was non-published. Witness Hamilton states that he was informed by BST that the owner of the telephone service, who abandoned the service, would have to call BST's business office and have the service disconnected. According to Supra, when BST encounters this type of situation, it contacts the leasing office to verify that the previous renter has indeed moved out. If the renter has moved out, then BST disconnects the abandoned service and installs service for its new customer. Nevertheless, Supra contends that after it validates the customer's address via LENS, it has to submit its order to BST.

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Supra states that it then takes 48 hours for BST to process the order before Supra is informed whether or not there is working telephone service at the address. Supra states that BST's OSS systems allow it to immediately determine whether or not phone service is working at a particular address. Therefore, Supra wants BST to provide it with this capability. (Hamilton TR 199)

BST states that it has met its requirements to provide Supra with access to pre-ordering information through both LENS and EC-Lite. Witness Stacy states that both of these pre-ordering interfaces provide Supra with the required pre-ordering access to the Regional Street Address Guide (RSAG). (TR 537) Witness Stacy states that LENS and EC-Lite allow Supra to access the same RSAG database and thus the exact same information in RSAG that RNS accesses to validate addresses. Therefore, witness Stacy states that these interfaces provide Supra with the exact same address checking capabilities and access to RSAG that RNS provides to BST. (EXH 43, pp.95-96) In addition, witness Stacy contends that it has provided Supra, and all ALECs, access to Quick Serve via LENS. (TR 606) Witness Stacy states that Quick Serve is a service offering that was set up for living units that have a fairly high occupancy turnover rate, such as apartments. Witness Stacy states that under the Quick Serve process, dial tone and access to 911 are left on the residence line. Further, witness Stacy states that if a new occupant attempts to make any calls besides a call to 911, the individual will get an announcement that informs him or her that service is not available on the line at this time, and that they should contact their local service provider to establish service. (TR 606) According to BST, if an ALEC chooses Quick Serve in LENS, and submits the order through LENS or EDI before 3:00 p.m., then service will be furnished the same day. (Stacy TR 606)

Conclusion

Based on the evidence in the record, staff believes that BST has provided Supra with substantially the same capability that BST possesses to determine the validity of an address. Staff would note that the record does not show whether or not BST has any additional capabilities or processes for verifying if an end user has abandoned service, such as contacting the leasing office as Supra contends. Nevertheless, staff believes that if such a practice exists, nothing precludes Supra from doing the same. Therefore, staff believes that BST has provided Supra with substantially the same address validation capabilities that BST possesses.

In addition, witness Hamilton states that Supra is unable to reserve telephone numbers for Remote Call Forwarding (RCF) service.

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Witness Hamilton states that in order to reserve a telephone number Supra must validate the address in LENS. However, since RCF requires a "phantom address," the address is rejected by LENS. (TR 202) According to Supra, BST did not know the answer to this problem, but suggested that Supra validate the address by using the address of the central office that would service the RCF number. Supra states that this would be impossible, since it does not have all of the addresses for all of BST's central offices. Witness Hamilton also states that BST promised to provide Supra with a better answer, but as of April 5, 1998, BST had not responded. (TR 203)

After reviewing the evidence in the record, staff believes that BST did not address this issue. Therefore, staff recommends that the Commission order BST either to provide Supra with all of BST's central office addresses, or BST should be required to work with Supra to find a mutually agreeable solution to this problem.

3. Insufficient Ordering Capabilities

Witness Hamilton states that LENS does not provide prompts for USOC codes, feature details, or service and customer information requirements, nor does it have the capability to allow Supra to supplement an order once it has been submitted via LENS. (TR 205) Supra states that BST's electronic ordering systems provide BST's customer service representatives with access to all customer information, and BST's ordering systems provide prompts for all "critical information," such as USOC codes. Supra states that LENS does not provide such capability. In addition, Supra contends that BST's electronic ordering systems will not allow an order to flow downstream from the customer service representative if an error is present. (Hamilton TR 205) Supra states that if an error is made by its customer service representative, Supra will not learn of this error until BST processes the order. Witness Hamilton states that in such a case, BST will send Supra a 'clarification' form which states that an error has been made and that a corrected order must be resubmitted. However, witness Hamilton states that the correction must be handled manually, since it is an update to an existing order. (TR 206) Supra states that this makes it impossible for it to provide reliable, timely service to its customers. In addition, Supra states that BST has not given Supra any reason for not allowing it to supplement an order that has been submitted via LENS. (Hamilton TR 205)

BST states that LENS provides ALECs with the same access to USOC codes, through the same database, that BST's customer service representatives have. Witness Stacy states that LENS provides direct access to a list of the valid USOC codes in each central

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office by central office code. The difference, according to witness Stacy, is that the information obtained by BST's customer service representatives is formatted differently than the information provided via LENS; however, witness Stacy states that the information is exactly the same. (TR 582) In addition, BST states that ALECs can supplement their electronic orders. According to BST, it added this capability to EDI in April 1997, and to LENS on March 16, 1998. (Stacy TR 578, 583) Witness Stacy states that this capability alleviates the problem of ALECs having to submit supplemental orders to BST manually. (TR 583) BST states that if an order that contains an error is submitted through either LENS or EDI, an error code is attached to the order and electronically sent back to the ALEC. Furthermore, witness Stacy states that the error codes are self-explanatory, so that ALECs do not have to make the correction with manual assistance. (TR 578)

Conclusion

Although BST states that LENS provides Supra with the same USOC code information that it provides itself through RNS, witness Stacy states that the information is provided in a different format. The record is unclear as to the exact format that USOC code information is provided to BST customer service representatives, but to the extent that USOC code fields are automatically populated in RNS, staff believes that this same capability should be provided in LENS and EDI, as recommended in Issue 1 a. above. However, Supra does not explain what feature details and service and customer information prompts it wants. Therefore, staff does not believe that there is sufficient evidence to recommend that BST provide such information differently than it currently does. Further, staff believes that BST has appropriately addressed Supra's concerns regarding supplementing orders, since BST has added the capability to supplement orders electronically in both LENS and EDI. However, Supra contends that BST's ALEC ordering systems do not provide the same online edit checking capability that BST's retail ordering systems provide. By Order No. PSC-97-1459-FOF-TL, in Docket No. 960786, the Commission ordered BST to provide electronic edit checking capability at parity with that which BST provides itself. (See Order pp. 158-159, 166) Accordingly, staff believes that just as BST's retail ordering systems interact with BST's FUEL and Solar databases to check the accuracy of BST's orders, the same interaction and edit checking capability must take place when an ALEC is working an order. Therefore, when an ALEC is processing an order through LENS or EDI, these ordering systems must be interacting with the LEO and LESOG databases on a real-time basis. (See Order pp. 158-159, 166)

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4. Access to OSS Interfaces

Supra states that unless it is allowed electronic access to BST's OSS systems, Supra will not be able to provide service at parity with BST. (Reinke TR 160; Ramos TR 141-142) Witness Ramos states that LENS does not allow Supra to provide service at parity with BST. (TR 136) Therefore, Supra states that it wants access to the very same interfaces that BST uses for its retail service ordering, including such interfaces as RNS, DOE, RSAG, and CRIS. (TR 136,137)

BST states that it has provided Supra with access to LENS, EDI, and TAFI as required by the Interconnection Agreement. (Stacy TR 544) In addition, BST states that it is not required to provide ALECs with the exact same systems that it uses for itself. According to BST, the Telecommunications Act of 1996, and the FCC's Order 96-98, issued August 8, 1996, requires BST to provide access to functions "in substantially the same time and manner that an incumbent LEC does for itself...". (TR 568) BST contends that it has met this obligation through the interfaces that are available to Supra. (Stacy TR 568)

Conclusion

Staff agrees with BST that it is not required to provide Supra with the exact same interfaces that it uses for its retail operations. In addition, staff believes, and Supra agrees, that BST has made available to Supra the electronic interfaces found in Attachment 6 of the Interconnection Agreement. Therefore, staff believes that BST has provided the interfaces that Supra and BST agreed upon.

e. NOTIFICATION REQUIREMENTS

Supra has identified two areas where it believes BST has failed to properly notify the Company. The first problem Supra cites is the notification of password changes to the LENS interface. The second problem concerns notification of customer activity between BellSouth and Supra. Staff's recommendation addresses these topics in two different sub-sections.

1. Password Changes For LENS

Witness Ramos states that Supra has experienced a couple of incidences where BST has changed the LENS password "on a random basis without notifying Supra." (TR 81) Witness Ramos states that Supra is dependent upon the basic functions of the LENS system for ordering service for its customers; however, without notification

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that the LENS password has changed, Supra states that it is unable to order service for new customers or perform other reseller activities. (TR 81)

BellSouth's witness Milner states that BellSouth has never changed an ALEC's LENS password without first notifying the ALEC. Further, witness Milner states that BellSouth has had to change a LENS password for only one ALEC, which was Supra. Witness Milner states that on two occasions BST has had to change Supra's password "due to Supra's slamming activities and Supra's non-payment of its bills to BellSouth." (TR 323) BellSouth states that in both cases Supra was notified in advance. (Milner TR 323)

Conclusion

Staff believes that BST acted in accordance with its Interconnection and Resale Agreements when it denied Supra access to LENS for nonpayment of its bills and slamming of BST's customers. Attachment 7 of the Interconnection Agreement and Section VIII. B. of the Resale Agreement provide that service will be disconnected in such circumstances. Therefore, staff recommends that BST has not violated its agreements by changing Supra's password to LENS.

2. Customer Activity Notification

Supra states that it needs, and has requested, BellSouth to provide it in a timely and accurate manner with notification on all Supra customer activity information processed by BST. (Ramos TR 82) According to witness Ramos, this information would include all changes, such as which customers have switched to Supra, and notification of which customers have switched back to BST. Witness Ramos states that in response to Supra's request for daily activity reports, BST began generating reports to Supra. However, Supra states that these reports were not designed to provide alternative local exchange companies with the information they need, but instead, the reports are designed to be used by Supra to collect revenues from the long distance carriers of Supra's customers. (Ramos TR 82) In addition, witness Ramos states that the information in the reports is full of errors, and cannot accurately be compared to LENS. (TR 83) Further, witness Ramos states that BST has begun sending Supra an additional letter informing Supra that a customer has switched back to BST; however, the problem with this letter, according to Supra, is that BST does not send it to Supra until three weeks after the switch. Witness Ramos states that this prevents Supra from being able to timely close out the customer's account, issue a final bill, and send out a retention letter to the customer. (TR 84; EXH 3, p.118)

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BST witness Stacy states that the Preferred Interexchange Carrier (PIC) Adds/Disconnects Report-BellSouth is a report that is sent to all ALECs to inform them of their customer's PIC activity. According to BST, the report includes a matrix that was designed to help ALECs track activity according to the code placed on the order. (Stacy TR 543) Witness Stacy states that the report was not intended to track long distance revenue, contrary to Supra's belief. (TR 543; EXH 3, p.39) In addition, witness Stacy states that the reason Supra is unable to match all of the information in the PIC report to LENS is because "PIC changes happen so frequently that any comparisons to previous data would be pointless." (TR 543) Further, witness Stacy states that it is BST's policy to send Supra, and all ALECs, a letter notifying the Company that an end user has switched its local service provider. Witness Stacy states that 1-2 days after the switch occurs a change notice is mailed via U.S. Mail to the appropriate ALEC. Thus, BST states that an ALEC should receive the notice 2-5 days after the switch occurs, not three weeks as Supra claims. (Stacy TR 544)

Conclusion

Based on the evidence in the record, staff believes that BST has provided Supra in a timely manner with the customer activity information that Supra is requesting. BST contends that the letter identifying which customers have switched to and from Supra is provided to Supra within a maximum of 7 days after the switch. Staff believes that this is sufficient time for Supra to close the customer's account and issue a final bill. Further, there is no evidence in the record that substantiates Supra's claim that the PIC Adds/Disconnects Report is full of errors. Therefore, staff recommends that BST should not be required to make any changes to these processes or reports at this time.

f. TIMELINESS OF INSTALLATION, REPAIR AND MAINTENANCE

1. INSTALLATION

Supra states that BST has failed to install service for new Supra customers in the same time frames in which BST provides service to its own retail customers. In support of this allegation, Supra relies on Exhibit OAR-9 which contains the intervals Supra and BST agreed to in their interconnection agreement versus the intervals that Supra claims it has experienced. In almost every category, Supra purports that BST's achieved intervals exceed the time frame agreed to or negotiated between the parties. (Ramos TR 85; EXH 2, OAR-9)

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BST witness Milner states that witness Ramos' Exhibit OAR-9 "offers absolutely no evidence to support his assertion that BellSouth has not met its provisioning commitments to Supra." (TR 341) Witness Milner states that at a minimum Supra should have included the Purchase Order Numbers, the quantity of lines or services ordered via the Purchase Order Numbers, the dates the orders were placed with BST, and the dates provisioning was completed. (TR 342) Without such information, BST states that Supra's interval comparison is "totally without substance or merit." (Milner TR 342)

Conclusion

Based on the evidence in the record, staff believes that there is insufficient information to determine whether or not BST has provided service in accordance with the provisioning intervals set forth in Attachment 10 of the Interconnection Agreement. The information provided by Supra in Exhibit OAR-9 fails to provide any documentation for the intervals that Supra purports it has experienced. Therefore, staff cannot determine if BST has violated its Interconnection Agreement with Supra.

2. REPAIR AND MAINTENANCE

a. 611 Repair Calls

Witness Ramos states that BST has failed to meet repair requests by Supra's end users in an equivalent manner to that which BST meets repair requests for its own customers. (TR 85) Witness Hamilton states that based on the resale agreement, Supra's customers are to contact Supra with their repair problems, and then Supra is to arrange with BST to have the problem fixed. However, Supra states that if a Supra customer dials 611 for repair service, the customer is connected to BST's repair center, not to Supra's repair center. (Ramos TR 85; Hamilton TR 178) Witness Ramos alleges that in situations such as this, BST repair center employees have informed Supra's customers that they cannot help the customer because they are not BST customers, and they have solicited Supra's customers to convert back to BST. Witness Ramos states that this contact with Supra's customers gives BST an unfair advantage to win back customers, because when a customer's service is in need of repair the customer is very vulnerable. (TR 85) In addition to not using Supra customers who dial 611 as sales leads, Supra states that BST should inform Supra's customers that BST repair personnel will fix the service outage, because Supra is reselling BST's service. (Ramos TR 85; Hamilton TR 179,207)

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BST witness Milner states that, according to the Interconnection Agreement, Supra is to handle calls from its end users regarding repair service. (EXH 28, p.14) However, witness Milner states that currently if a Supra end user dials 611 to report a repair problem, the call goes to the BST repair platform. (EXH 28, p.14) At that point, the BST repair attendant would verify the telephone number the end user was reporting. By typing this number into BST's system, the BST representative would be able to immediately determine that this was not a BST account. (EXH 28, p.15) Witness Milner states that pursuant to Attachment 1, Section V of the Interconnection Agreement, Supra agreed to "adopt and adhere to the standards contained in the applicable BellSouth Work Center Interface Agreement regarding maintenance and installation of service." (EXH 28, p.16) Witness Milner points out that the BellSouth Work Center Interface Agreement states:

On misdirected calls, BellSouth shall advise end users to contact their local service provider and will provide the end user with the local service provider contact number.
(EXH 28, p.17)

Therefore, BST maintains that per its agreements with Supra, BST repair attendants are to verify the telephone number being reported, and if it is a misdirected call, provide the end user with his or her local service provider's contact number. (EXH 28, pp.18,32) Witness Milner also states that if Supra wants its customers to be able to dial the same digits as BST's retail customers but reach Supra's repair center, then Supra needs to request selective routing from BST. (EXH 28, pp.19-20, 36) Witness Milner states that selective routing functionality allows BST's switch to determine whose end user is making the call, and to which repair platform the call should be sent. Therefore, according to witness Milner, if Supra requests selective routing for 611 repair calls, Supra could have repair calls from its end users routed to its repair center, to a third party's repair center, or routed to BST's repair center with those calls branded as Supra's repair. (EXH 28, p.19) However, witness Milner states that to his knowledge Supra has yet to make such a request. (EXH 28, p.36)

Conclusion

Based on the evidence in the record, staff cannot determine whether or not BST employees solicited Supra's customers who dialed 611 for repair to convert back to BST, an allegation that BST denies. Nevertheless, staff believes that the Interconnection Agreement is clear on Supra's options and responsibilities for repair, and how BST is to handle misdirected calls. Attachment 1, Section V.E. of the Interconnection Agreement provides that Supra

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will be the single point of contact for all repair calls on behalf of its end users. Thus, staff believes that Supra has the responsibility to inform its customers of the appropriate way to contact Supra regarding repair problems. In addition, Attachment 10, Section 2 of the Interconnection agreement provides that Supra may request selective routing from BST. Staff believes that if Supra requests selective routing from BST, the repair problems it has identified should be corrected. Therefore, staff recommends that the Commission find that BST has provided repair services in accordance with the Interconnection Agreement.

b. Inside Wire Maintenance

Witness Hamilton states that even when Supra customers properly contact Supra concerning repair problems, BST has not provided repair service at parity with that which BST provides to its own customers. (TR 191) Witness Hamilton provides a specific example of a customer who experienced difficulty having his service repaired in December 1997. (TR 191) According to Supra, this customer, referred to as "customer X," experienced multiple missed appointments by BST repair technicians. In addition, Supra states that after BST finally determined that there was no problem with the customer's line up to the terminal, the technician's supervisor informed the technician not to enter the customer's premises because the account belonged to a reseller. (Hamilton TR 193) Supra states that when it called BST's repair center to inquire why BST did not honor the customer's inside wire maintenance plan, Supra was told that BST was not aware that Supra could resell this service. (Hamilton TR 193) In addition, witness Hamilton states that in March 1998, a BellSouth account team visiting Supra stated that it is BST's policy that its repair personnel cannot enter a reseller's premises to repair an inside wire maintenance problem, unless BST has Supra's authorization to enter the customer's premises. (TR 203) Supra states that this policy does not make sense, because Supra has already contacted BST's repair center requesting BST to repair the customer's service. (Hamilton TR 203) Further, witness Hamilton states that since Supra is paying BST to provide service, BST is "obligated" to provide repair service to Supra's customers just as BST provides repair service to its own customers. (TR 204)

BST states that its policy regarding repair and inside wire maintenance plans for alternative local exchange companies is that the customer should be treated exactly as if the customer was a BST customer. (Milner TR 373) Witness Milner states that a BST technician responding to a repair problem on behalf of Supra is supposed to knock on the Supra customer's door and introduce himself as a representative of Supra, not a BST employee. (TR 378)

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If no one answers, the BST technician is to test the network interface device (NID) to determine if the problem is in the loop or if it is an inside wire maintenance problem. If it is an inside wire maintenance problem, the BST technician is to leave a leave-behind card that gives the customer instructions on what to do when they arrive home. (Milner TR 379) If the customer is home, BST states that it would test the NID to determine where the problem was located. If the problem was an inside wire maintenance problem, then the BST technician would query the loop maintenance operation system (LMOS) to determine if the customer has an inside wire maintenance plan. According to witness Milner, the LMOS system has the same information regarding inside wire maintenance plans for both BST and reseller accounts. (TR 380) If the customer has an inside wire maintenance plan, BST states that it would make the repairs exactly as if the customer was a BST customer. If the customer did not have an inside wire maintenance plan, but wanted the technician to make the repairs, then the BST technician is to contact Supra for authorization. Witness Milner states that the reason for this is because BST bills Supra, not the end user, for the repair costs. (TR 383) In addition, witness Milner states that at no time is a technician to quote rates to an ALEC's end user, because the ALEC may not charge its end user the same amount that BST charges its end users. (TR 382) Nevertheless, BST witness Mendoza and BST witness Cordobes, both BST repair technicians, stated different methods and procedures that they follow when handling repair problems for reseller's accounts. (TR 366-378)

Witness Mendoza states that the trouble ticket for a BST end user tells him whether or not the person has an inside wire maintenance plan; however, witness Mendoza states that the trouble tickets for resellers do not tell the BST repair technicians that information. (TR 368-370) Witness Mendoza also states that BST technicians inform reseller customers that there will be a charge for fixing their problem. (TR 370) In addition, witness Cordobes states that after knocking on the Supra customer's door, he introduces himself as a BST employee and informs the customer that if the problem is inside the home the customer "will be charged for it since they are not in our BellSouth maintenance plan." (TR 375) Further, witness Cordobes states that for reseller customers who have inside wire maintenance problems he quotes the end user a rate and then if the end user wants the repairs done, he has them contact the reseller for permission. (TR 377) Witness Milner states that "[U]nfortunately, Mr. Cordobes did not conform with BellSouth's policy." (TR 383)

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Conclusion

Based on the evidence in the record, staff believes that BST has failed to properly train its employees on BST's policies as outlined by witness Milner above. Staff believes that such practices described by witness Cordobes and witness Mendoza are serious problems that should stop immediately. Therefore, staff recommends that the Commission order BST to retrain its employees on the proper procedures for handling ALEC repairs and Inside Wire Maintenance problems. As stated above by witness Milner, ALEC customers should be treated by BST repair technicians exactly as if they were BST customers.

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ISSUE 2: Has BellSouth provided adequate written rules, regulations, codes, instructions, descriptions of procedures, other written materials, technical guidance, and actual support service, or made any modifications of procedures, if necessary, in timely fashion, to permit Supra to understand and utilize effectively BellSouth's procedures for billing, ordering, provisioning, installation, repair, etc., that are essential to Supra's ability to provide local exchange service parity with BellSouth? (Siriani)

RECOMMENDATION: Yes, BellSouth has provided adequate written information and support for Supra to provide local exchange service on parity with BellSouth with one exception. If it has not already done so, BST should be required to provide any outstanding documentation requested by Supra, without delay. The specific relief that the Commission should grant is addressed in staff's recommendation in Issue 6.

POSITIONS OF PARTIES:

BellSouth: Yes. BellSouth has provided Supra with sufficient information for Supra to provide local exchange service on parity with BellSouth.

Supra: No, BellSouth has not provided adequate written information and support as delineated in Supra's testimony and exhibits. Supra believes that BellSouth has neglectfully and purposefully assured that Supra would not have the information and support it needed to succeed.

STAFF ANALYSIS:

This issue concerns whether or not BellSouth has provided adequate written information and support to Supra in a timely fashion. Supra contends that this information and support is essential if Supra is to provide local exchange service equivalent to that provided by BellSouth. (Ramos TR 62)

BellSouth witness Finlen states that BST offers various training classes to ALECs to aid them in entering the local exchange market. (TR 241) In fact, Supra witness Ramos agrees that BST has offered training for CLEC employees. (TR 87) Some of the manuals and training available to CLECs include the following:

- **CLEC Basic** - is a 5-day course that covers pre-ordering, ordering, provisioning, billing and maintenance of BellSouth products and services.

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- **Operations Support Systems** - hands-on OSS training on LENS, EDI, and TAFI
- **Unbundled Network Elements** - is a 2-day class that addresses BST's UNEs. (Finlen TR 240-245)

Witness Ramos contends that a number of Supra's employees have attended the training classes, and Supra has spent approximately \$101,000 on training with BellSouth. Various Supra personnel attended the following training classes offered by BST, and witness Ramos states that some of the courses were offered to Supra for free.

CLEC Basic training Class
LENS training course
EDI training course
TAFI training course
Unbundled Network Element training class
BellSouth's products and services. (TR 118-119)

In fact, BellSouth witness Cathey contends that Supra attended 24 BellSouth training classes (some with multiple attendees). (TR 489) Of the 24 training classes, BST states that it provided 18 at no charge. (Cathey TR 489)

While Supra agrees that BellSouth has offered training to ALECs, Supra claims that the training classes have been unsatisfactory and inadequate. (Ramos TR 87, 132-133) Witness Ramos contends that the CLEC training offered by BST is inadequate because the basic issues that concern how Supra does business with BST were never addressed in the training sessions. (TR 132)

Supra states it has received the three-volume local exchange ordering guide, LENS user guide, TAFI user guide, and the USOC manual. (EXH 4, p 79) Supra asserts that it has requested and not yet received from BST the rejects requirements binder, the PLATS which provides the cable layout, and the LERG. (EXH 3, pp.79-80) Supra also contends that it has requested additional manuals and information from BST that have not been provided, such as the database documentation, and the API documentation. (EXH 3, pp.110-111)

BellSouth witness Cathey asserts that BellSouth has provided Supra and other ALECs extensive documentation on its electronic interfaces, including the Local Exchange Ordering Guide, the LENS User Guide, the TAFI User Guide, edits used by BST, the Rejects Requirements binder, and the USOC Manual. (Cathey TR 544-545) BellSouth asserts that these documents are also available on BST's

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interconnection Web Site. The documentation covers rules, codes, instructions, descriptions, and technical guidance. (TR 544)

While BellSouth asserts that it has provided Supra with the USOC Manual, Supra witness Ramos states that Supra was not provided adequate information on the USOC codes. (EXH 4, p.24; Stacy TR 545) Witness Ramos claims that additional information regarding the usage of the USOCs is required since there are so many. (EXH 4, p.24) However, BellSouth points out that the USOCs are contained in the local exchange ordering guide, which BST provided to Supra and witness Ramos admits he is familiar with. (EXH 24, pp.24-25) In addition, the USOCs are posted on BST's interconnection services Web page and in BST's tariffs. (EXH 24, p.25)

One of the main topics covered in the CLEC training classes attended by Supra was the need to eliminate order acceptance and processing problems. Since Supra was required to fill out a standard form and fax it to BST, Supra employees requested further clarifications and instructions in the CLEC training on filling out the forms correctly so that Supra could get them processed the first time. However, witness Ramos contends that BST employees stated "it was not the responsibility [of the CLEC trainer] to teach us how to fill out the form." Supra states this was a BST form that Supra was required to utilize to request services from BST. Witness Ramos asserts that since BST provided no instructions or training on how to fill the forms out, a rejection was practically guaranteed for Supra. (TR 41)

Witness Hamilton asserts that he attended the LENS, TAFI and EDI training classes offered by BST for ALECs. (EXH 10, pp.38-39) Witness Hamilton contends that during the LENS training BST instructors were unable to answer questions regarding how to find a previous customer code, instructors did not know how to place an order that included a jack installation request, and in one instance the BST instructor stated that they were not supposed to give out certain information, but since they knew the answer, they gave it anyways. (TR 184-185) Witness Hamilton asserts that since he was an experienced telephone worker and knew the right questions to ask, it was apparent that BST instructors were uncomfortable with him in the class. Witness Hamilton believes that the reluctance to provide information to him during the training class was due to the fact that the purpose of the training classes is not to help Supra, but rather to provide BST an avenue to show the FPSC and the FCC that it is assisting in the development of competition in the local telephone market. (TR 184-185) While witness Hamilton contends that the LENS training he attended on Nov. 5, 1997, was inadequate, the evaluations of the attendees of that class

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indicated that the class was excellent, with 89% of the responses being of the highest rating. (TR 549, EXH 38)

In response to Supra's claim that BST's LENS training did not answer questions on how to find a previous customer code, BellSouth witness Stacy asserts that previous customer codes are not required, nor are they a function of LENS. (TR 547) Witness Stacy also states that new installation orders, including new jacks, is a valid function in LENS, and that LENS instructors indicated that Supra's question regarding how to change the number of rings on a call forwarding scenario was not asked. Furthermore, witness Stacy contends that LENS instructors have never been asked not to give information to ALECs. (TR 547)

Supra contends that no BellSouth witness identified any "system" in existence at BST to share and integrate information throughout BellSouth to assure that Supra or any other ALEC receives the assistance necessary to do business as a reseller. (BR, p.23) Supra states that while BST witness Carnes indicated that he kept track of his contacts with Supra on a personal calendar, Supra contends that no dates for any of the telephone calls were listed. In its brief, Supra asserts that either no dates existed or that BellSouth purposely deleted dates. (BR, p.23) In addition, witness Ramos asserts that the various training manuals that are provided to BST employees are no where comparable to what BST provided to Supra. (TR 133) Supra believes that the manuals provided to BST employees are comprehensive, whereas the manuals provided to Supra are not. Thus, Witness Ramos believes that the training programs provided by BST are inadequate. (TR 133)

BellSouth states that it offers training classes, manuals and the appropriate personnel to provide the necessary information for a new ALEC, such as Supra, to enter the local exchange market. (TR 240) In fact, BellSouth states that Supra has taken advantage of several of BST's training classes. (TR 242) In July, 1997, Supra sent an employee to the LENS training that was to go back to Supra and train others on the use of LENS. On July 11, 1997 witness Ramos met with BST representatives to discuss billing options and technology available to Supra. Telephone numbers and the BST Resale Binder diskettes (that consist of ordering guides for Resale, instructions for filing out the LSR, examples of filled out LSRs etc.) were given to Supra at that time. (Finlen TR 242-244) In August, 1997, Supra sent three employees to training on the submission of Access Service Requests (ASRs). Witness Finlen states that these three employees also met with the LCSC customer manager dedicated to Supra and a supervisor in the LCSC who trained them on LSR completion. (TR 243)

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BST representatives also met with Supra in October, 1997, December, 1997, and again in January, 1997 to discuss the use of unbundled network elements and collocation terms, conditions, and processes. (Finlen TR 243-244) In addition, witness Finlen contends that announcements regarding changes in procedures, specifications, and new services are readily available to Supra. In fact, BellSouth witness Stacy contends that approximately one month in advance of a release of new features for LENS and/or EDI, it sends the ALECs written notification of those changes, which also contains a brief explanation of those upcoming changes. (TR 542) BellSouth also publicizes revisions to existing procedures, specifications, and services as well as new procedures, specifications and services, on the Internet. As shown in Exhibit 13, the BellSouth interconnection service's website provides customer announcements, on-line customer guides, and carrier network notification. (TR 244-245; EXH 13)

BellSouth witness Cathey also contends that Supra is assigned an Account Manager who is responsible for managing the overall relationship between BellSouth and the ALEC. BellSouth asserts that in September 1997 Supra attended its Strategic Advantage Conference to learn more about BST's wholesale market efforts. Subsequently, BST claims it has had numerous discussions, conference calls and meetings to address Supra's varied and changing needs. (TR 488) Witness Cathey states that in addition to the many telephone conversations, BellSouth met face-to-face with Supra a number of times, including a customer on-site meeting in April 1998. (TR 489)

Conclusion

While Supra agrees that BellSouth has offered training for Supra employees, provided various manuals to Supra, and has assigned a BellSouth Account Manager specifically to Supra, Supra believes that the training programs and personnel provided to assist Supra are inadequate and do not allow Supra to provision service at parity with BellSouth. Based on the evidence in the record, staff believes that BellSouth has provided Supra with substantial documentation to permit Supra to understand and use BellSouth's procedures for billing, ordering, provisioning, installation, repair, etc. This documentation includes numerous manuals and training guides including the Local Exchange Ordering Guide, the LENS User Guide, the TAFI User Guide, edits used by BellSouth, USOC Manual, as well as documents concerning DAB. In addition, as shown in Exhibit 13, the documents are available on BellSouth's interconnection Web Site. The documentation provided to Supra covers rules, codes, instructions, descriptions, and technical guidance. The documentation provided to Supra is

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complete, easily understandable and is sufficient for Supra to effectively operate as a reseller in the local market.

Staff also believes that Supra has been notified in a timely manner of any modifications of BellSouth's procedures. Record evidence shows that approximately one month in advance of a release of new features for LENS and/or EDI, BellSouth sends the ALECs written notification of the changes. (Stacy TR 542) BellSouth also publicizes revisions to existing procedures, specifications, and services, as well as new procedures, specifications and services, on the Internet.

While staff believes that BellSouth has provided adequate written information and support to Supra in a timely fashion, Supra argues that it has requested additional manuals and information from BST that have not been provided, such as the database documentation, the API documentation, the rejects requirements binder, the PLATS, and the LERG. Supra states that it has requested this information through formal discovery. Staff found no evidence in the record where Supra specifically requested any of these documents (e.g., interrogatory, production of documents, etc.). (EXH 18) Nevertheless, staff believes that BellSouth, if it has not already done so, should be required to provide these documents, and any other documents requested by Supra, without delay.

Staff also believes that BellSouth has provided Supra with appropriate support service to enable Supra to compete as a reseller. As the evidence shows, BellSouth has assigned an Account Manager that is responsible for managing the overall relationship between BellSouth and Supra. In addition, from July 1997 to present, BellSouth has had numerous discussions, conference calls and meetings to address Supra's needs, including a customer on-site meeting in April 1998. (Cathey TR 488-489; Finlen TR 242244)

Staff believes that written information, training, and support is essential if Supra, or any ALEC, is to provide local exchange service equivalent to that provided by BellSouth. Based on the evidence in the record, staff believes that BellSouth has provided adequate written information and support for Supra to provide local exchange service on parity with BellSouth with one exception. Staff recommends that, if it has not already done so, BST should be required to provide any outstanding documentation requested by Supra, without delay.

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ISSUE 4: Has BellSouth appropriately applied Sections A2.3.8A and A2.3.8B of its General Subscriber Services Tariff to Supra? (Musselwhite)

RECOMMENDATION: Yes. BellSouth has appropriately applied Sections A2.3.8A and A2.3.8B of its General Subscriber Services Tariff to Supra. Therefore, staff recommends that BellSouth should not be required to modify its tariff or make any adjustments to Supra's bills.

POSITIONS OF PARTIES:

BellSouth: Yes. BellSouth appropriately applied the tariff sections to Supra in an appropriate manner.

Supra: No, BellSouth has not appropriately applied Sections A2.3.8A and A2.3.8B of its General Subscriber Services Tariff to Supra. This tariff was adopted to apply to end users, not resellers of BellSouth's local exchange telecommunications services. This tariff provision will make it impossible for Supra or any ALEC to lure any customer away from BellSouth.

STAFF ANALYSIS: This issue concerns whether BellSouth has appropriately applied provisions in its General Subscriber Services Tariff to Supra for the establishment and furnishing of service during the initial service periods.

Supra's resale agreement with BellSouth states in Section III, Paragraph A that Supra may resell the tariffed local exchange and toll telecommunications services contained in BellSouth's General Subscriber Services Tariff and Private Line Service Tariff "subject to the terms and conditions" set forth within the resale agreement. Section VII, Paragraph E of the resale agreement states that BST will bill Supra in advance for all services to be provided during the ensuing billing period, except for charges associated with service usage which are billed in arrears. In addition, Section IV.B. of the resale agreement states:

Resold services can only be used in the same manner as specified in the Company's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of the Company in the appropriate section of the Company's Tariffs.

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The disputed portions of BellSouth's General Subscriber Services Tariff are Sections A2.3.8A and A2.3.8B. Section A2.3.8A states that:

Unless otherwise specified, the rate for all services offered in this tariff are monthly rates and the initial service period is one month commencing with the date of installation of the service.

Section A2.3.8B states:

For all other services furnished with initial service periods exceeding one month, the applicable initial service period is the number of months indicated in brackets following the basic termination charge listed in that section of this tariff containing the service offered except for those services provided for under Plan 1 and Plan 2 in other sections of this Tariff.

Supra witness Ramos believes that BST has inappropriately applied Sections A2.3.8A and A2.3.8B of its General Subscriber Services Tariff by requiring Supra to pay for a full month's service in advance when a customer switches to Supra. (TR 94) Witness Ramos states that in some cases a customer has switched to Supra from BST for only a few days before switching back to BST. Since the end user was a Supra customer for only a few days, Supra believes that the Company should not have been billed for one month's service in advance, plus connection and disconnection fees. (Ramos TR 94)

Witness Ramos states that although BellSouth's tariff may allow BST to charge for a full month's service in advance, it represents a serious barrier to entry for ALECs entering the local telephone market. Supra is requesting that the Commission order BellSouth to modify its tariff to remove the charge requiring resellers to pay for a full month's service in advance when a customer switches his or her local telephone service to an ALEC. In addition, Supra is requesting that the Commission order BST to make adjustments to Supra's bills to remove these initial service period charges when a customer has returned to BST, and BST has charged both Supra and the customer for the same month's service. (Ramos TR 95)

BellSouth witness Finlen states that BST has appropriately applied sections A2.3.8A and A2.3.8B of its General Subscriber Service Tariff to Supra. (TR 247) Witness Finlen states that when BST receives a resale order from Supra it disconnects the end user's BST account and then reinstalls the service with Supra as

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the customer of record. Next, BST renders a final bill to its former end user so that BST can be paid for any services already rendered. This final bill includes any adjustments for services that have been billed in advance prior to the service being canceled. Finally, witness Finlen states that BST bills Supra the initial service period for the establishment and furnishing of service starting with the date of installation of the service, "[a]s called for in Section A.2.3.8A of the General Subscriber Service Tariff." (TR 248)

Witness Finlen states that in a situation where a Supra customer wants to return to BellSouth, BST reinstates the end user's BST service. On the date that the service is installed, BST bills its end user for one month's service as required by the General Subscriber Service Tariff. BST then renders a final bill to Supra for any services previously provided to Supra. Witness Finlen states that this would include the charge for the initial service period if the service is terminated before the end of such period. (TR 248) According to BellSouth, Supra has never purchased any services where the initial service period is greater than one month. (Finlen TR 249)

A major concern of witness Ramos is that if an end user switches to Supra for only a few days before switching back to BST, BST charges Supra the initial service period charge, plus connection and disconnection charges. In response to this concern, witness Finlen states that if an end user's service is switched from BellSouth to Supra without authorization from the end user, then BST will reestablish the end user's service with BST. (TR 266) As stated in BST's resale agreement with Supra, BST charges \$19.41 for each residence or business line switched without authorization. In addition, witness Finlen states that when an unauthorized change in local service occurs, the reseller is responsible for the Secondary Service Order Charge as set forth in Section A4 of BellSouth's General Subscriber Service Tariff. Section VI, Paragraph F of the resale agreement sets forth these charges. Further, witness Finlen states that BST does not charge for the disconnection of service. (TR 266)

BellSouth does not believe that the Commission should require BST to modify its tariff, so that ALECs are not charged for service in advance. (Finlen TR 249) Witness Finlen states that allowing ALECs to pay in arrears would put BST at a disadvantage. BST states that since it bills its customers in advance, allowing ALECs to be billed in arrears would be discriminatory against customers. Witness Finlen also states that this would require BST to modify its billing systems to accommodate an additional way to bill for the same service. (TR 250)

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Conclusion

In conclusion, staff believes that based on the testimony in the record, the resale agreement, and BST's tariff, BST has appropriately applied Sections A2.3.8A and A2.3.8B of its General Subscriber Service Tariff to Supra. Staff would note that Section A2.3.8B has not been applied to Supra, because Supra has not purchased any services that have initial service periods that exceed one month. Staff recommends that the Commission should not require BST to modify its tariff, nor does staff believe that it is inappropriate under these circumstances for BST to recover monthly payments from Supra and from customers who switch back to BST. Therefore, no adjustments to Supra's bills are warranted. As stated above, the resale agreement that Supra signed with BST specifically sets forth that Supra may resell the tariffed local exchange services contained in BST's tariff subject to the terms and conditions agreed upon in the resale agreement. Staff has found no evidence in the record that demonstrates that BST has inappropriately applied Sections A2.3.8A and A2.3.8B of BST's General Subscriber Service Tariff to Supra.

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ISSUE 3: Has BellSouth acted appropriately in its billing of Supra and has Supra timely paid its bills to BellSouth? (Sirrianni)

RECOMMENDATION: Yes, BellSouth has acted appropriately in its billing of Supra. Thus, BellSouth should not be required to refund Supra \$686,512.96 as a result of BST's application of its tariff. While Supra has on occasion not paid its bills to BellSouth in accordance with its agreement, Supra currently has paid its bills to BellSouth in full. Supra should be required to pay all of its bills pursuant to the terms and conditions in its Agreements with BellSouth. The specific relief that the Commission should grant is addressed in staff's recommendation in Issue 6.

Positions of Parties:

BellSouth: BellSouth has billed Supra in an appropriate fashion. Supra has a history of untimely payment of those bills.

Supra: No, BellSouth has not acted appropriately in its billing of Supra and yes, Supra has timely paid its bills to BellSouth except for occasions on which Supra has disputed the amounts billed by BellSouth. Supra requests the Commission to order BellSouth to make appropriate refunds to Supra.

STAFF ANALYSIS:

This issue concerns whether or not BellSouth acted appropriately in its billing of Supra. More specifically, it addresses whether Supra has made timely payments of its bills to BellSouth.

Supra asserts it has continuously tried to operate responsibly in its relationship with BST. Witness Ramos contends, however, that Supra has had billing disputes with BST since it started operating. Witness Ramos claims that when Supra voiced its billing dispute to BST, Supra was told by BST that it would not consider adjustments to its bill and that Supra should go to the Commission. (Ramos TR 92)

Supra asserts that it paid BST on time and in full until the point that Supra believed its operations were being compromised by BST. Supra asserts that in addition to being charged for a full month's service in advance, BST charges Supra a switch change charge for every customer that switched to Supra. (TR 92) In addition, Supra contends that if a customer switched back to BST

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within a few days, Supra would be charged a connection fee, as well as a disconnection fee of \$29.41. Supra believes that such charges are anticompetitive and are not in compliance with Telecommunications Act of 1996 (TA 96). Supra argues that these charges are "unreasonable or discriminatory conditions or limitations on the resale of" BellSouth's telecommunications services and are in violation of Section 251(b)(1) of the Act. (TR 93)

Supra witness Ramos asserts that BellSouth has continually threatened Supra with service being cut off. In fact, Supra states that on one occasion BellSouth disconnected Supra with full knowledge that Supra disputed the amount of the bills. (TR 93) While witness Ramos contends that BST has overcharged Supra, Supra asserts it has paid all of BST's bills in full. (TR 93; BR p. 24) However, Supra requests that BST refund Supra approximately \$686,500, which represents the total of the one month's service in advance charges that BST has charged Supra for customers that switched to Supra and returned to BellSouth in less than five days. (EXH 5, p.14; TR 94) In addition, Supra requests that the Commission require BST, with a Commission staff person's oversight, to thoroughly investigate Supra's billing dispute to determine exactly what charges were appropriate for Supra, and what amounts should be refunded to Supra. (BR, p.25)

BellSouth witness Finlen contends that it does not charge a disconnection fee of \$29.41. However, according to Section VI, Paragraph F of the resale agreement with Supra, BellSouth does charge an ALEC \$19.41 if it is determined that an end user has been switched by that ALEC without that end user's authorization. (TR 259) In addition to the unauthorized change charge, Supra is billed a "Secondary Service charge" of \$10.00 for residential service and \$19.00 for Business service. The secondary service charge as defined in Section A4.1 of BellSouth's tariff "applies per customer request for receiving, recording, and processing of customer requests to change services or add new or additional services." (TR 259) BellSouth also asserts that Section VII, Paragraph E, of the Resale agreement with Supra provides BellSouth the authority to bill for services in advance. (TR 259-260)

BellSouth's witness Finlen states that Supra's interconnection agreement addresses how it is to remit payment to BST. Specifically, Attachment 7 of the Interconnection Agreement states that BST has every right to expect payment for services rendered to Supra in a timely manner. The agreement also states that the payment will be due by the next bill date and is payable in immediately available funds. Further, the agreement states that if payment is not received by the bill day in the month after the

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original bill day, BellSouth may provide written notice to Supra that additional applications for service will be refused and that any pending orders for service will not be completed unless payment is received fifteen days after the date of the notice. (EXH 13(PCF-2), TR 245-246)

BST does not believe it has acted inappropriately or anticompetitively in its billing of charges by BST to Supra. (Finlen TR 259) Witness Finlen contends that Supra has not adhered to the requirements of its agreement regarding payment. BST states that Supra has repeatedly failed to pay its bill in a timely manner, and has a history of paying late and with funds that are not immediately available. (TR 246, 261-264) BellSouth witness Finlen testified at great length regarding Supra's payment history from October 1997 to the present. BellSouth asserts that on several occasions Supra paid BellSouth with checks for which funds were not available. BellSouth also contends that on several occasions Supra failed to keep payment arrangements to which it had committed. (TR 261-264)

Supra witness Ramos argues that Supra has paid its bills to BellSouth in a prompt manner and has complied with the payment arrangements made with BellSouth in a timely manner. (TR 121) Furthermore, Supra witness Ramos asserts that Supra has never issued a check with insufficient funds. While witness Ramos contends that BellSouth has a right to call the bank to determine if funds are available, he believes that the burden lies with the issuer of the check to ensure that it is not returned. (EXH 3, p.55)

Conclusion

As explained in Issue 4, staff believes that BellSouth has appropriately applied Sections A2.3.8A and A2.3.8B of its GSST and that the Commission should not require BellSouth to modify its tariff. Supra states that it currently has paid its bills to BST in full. However, based on the evidence in the record, on occasion Supra had not paid its bills to BST in accordance with its agreement. Staff believes that Supra should be required to pay all of its bills pursuant to the terms and conditions in its Agreements with BellSouth. Section VII of Supra's agreement with BellSouth governs payment and billing arrangements. Specifically, Section VII (E) provides that BellSouth will bill Supra, in advance, charges for all services to be provided during the ensuing billing period. In addition, Section VIII (B) governs the procedures for discontinuing service to Supra if payment is not received timely.

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As noted, Supra asks that the Commission require BST, with a Commission staff person's oversight, to thoroughly investigate Supra's billing dispute to determine exactly what charges were appropriate for Supra, and what amounts should be refunded to Supra. (BR p. 25) Staff believes that an additional investigation into Supra's billing disputes is not necessary. While it was requested that Supra provide a breakdown of the overcharges, Supra provided no evidence to substantiate the amount it requests that BST refund. (EXH 4) Thus, staff does not believe that BST should be required to refund Supra \$686,512.96 as a result of BST's application of its tariff. The resale agreement that Supra signed with BST specifically sets forth that Supra may resell the tariffed local exchange services contained in BST's tariff subject to the terms and conditions agreed upon in the resale agreement. Therefore, based on the testimony in the record, the resale agreement, and BST's tariff, staff believes that BST has acted appropriately in its billing of Supra.

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ISSUE 5: Has BellSouth responded appropriately to consumer queries regarding Supra? (Sirianni)

RECOMMENDATION: Yes, with one exception. BellSouth should be required to retrain its employees on the proper procedures for handling ALEC repairs and Inside Wire Maintenance problems. The specific relief that the Commission should grant is addressed in staff's recommendation in Issue 6.

Positions of Parties:

BellSouth: Yes. BellSouth has responded reasonably and responsibly to consumer queries regarding Supra.

Supra: No. Supra's testimony and exhibits detail the many problems Supra has had with BellSouth's interactions with Supra customers. BellSouth has utilized its frequent opportunities to interact with Supra customers to aggressively compete with Supra in a way that will make it absolutely impossible for Supra to provide local exchange service.

STAFF ANALYSIS:

This issue addresses whether or not BellSouth has responded appropriately to consumer queries regarding Supra. Supra states that BellSouth's customer service representatives and other employees that have contact with the public have used every opportunity to disparage and criticize Supra to the public and to Supra's customers. (Ramos TR 95) Supra witness Ramos asserts that BST's customer service representatives should clarify for inquiring customers that Supra is a reseller of BST's local service. (TR 99)

Supra contends that some of the comments made to Supra's customers are:

- BellSouth has never heard of Supra and knows nothing about Supra;
- Supra is an insignificant, unreliable company that customers should not consider to provide them local phone services;
- Customers will lose their opportunity to have yellow pages advertising if they sign up with Supra;
- Customers do not have to pay Supra if they dispute Supra's bill; and
- Customers should file a complaint with the FPSC if they have any problem with Supra without first giving Supra an opportunity to resolve any problems. (TR 96, 187; EXH 9)

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BellSouth states that it has made it very clear to its retail customer service representatives, as well as to all employees, not to make disparaging remarks or criticize any competitors to end users. (TR 268) BellSouth witness Finlen asserts its policy is to treat all ALECs on an equitable basis with BST's retail end users. In fact, BST contends that all managers who have customer service responsibilities or who provide direct support to customer-affecting operations must include a commitment addressing service equity in their performance plans. In addition, executive letters and company letters are periodically sent to the employees to reinforce BellSouth's policy. (TR 240, 268)

BST witness Finlen asserts that Supra's request that BST acknowledge in response to customer inquiries that Supra is a certificated local exchange provider is nothing more than an indirect way for Supra to receive free advertising at BST's expense. BellSouth contends that it should not be made to keep a current list for all customer contact personnel of every certificated local exchange carrier in the BST region. (TR 274) Witness Finlen asserts that there are well over 100 ALECs certificated by the FPSC, as well as several hundred IXCs. In addition, an ALEC is not required to be certificated in Florida before signing an agreement with BellSouth. (TR 307) Staff would note that an ALEC must obtain an ALEC certificate prior to providing local service to end users. Witness Finlen states that if a customer contacts BST regarding a problem with Supra or to inquire about Supra's certification, then BST has every right to direct the customer to the proper regulatory body to resolve that problem or obtain information. (TR 274)

Supra witness Hamilton asserts that BST customer service representatives "coached" customers to leave Supra. (TR 228) Witness Hamilton states that he was aware of over 30 calls from Supra customers who were coached into calling Supra's business office and asking "Who will repair my phone if it goes out of order?" While Witness Hamilton asserts that he believes that this question is part of BST's tactic to install doubt in the customer's mind regarding the quality of Supra's network, he agrees that this is a legitimate question for a Supra customer to ask. (TR 185; EXH 10, pp.40-41)

Witness Hamilton contends he became suspicious that Supra customers were being "coached" when Supra customers were calling Supra and asking the same question. As a result, witness Hamilton states he made a test call to BST and asked what are the benefits of going back to BST. (EXH 10, p.42) The BellSouth representative informed Witness Hamilton of BST's Web site referred to as "Call Them On It." Witness Hamilton states he did not identify himself

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as a customer of Supra when making these test calls. (EXH 10, pp.42-43) Witness Ramos asserts that this campaign, "Call Them On It," which BST is a part of, has contributed to the difficulties Supra has experienced in gaining new customers. The campaign includes brochures, TV ads, Internet ads, and newspaper ads that focus on creating doubt and concern in potential ALEC customers as to who will repair their phones if there is a problem. (TR 97)

BST witness Finlen asserts that BST's personnel does not "coach" end users to ask questions such as " who will repair my phone if it goes out of order." Witness Finlen also asserts that Supra witness Hamilton provided no specifics of when this occurred. (TR 269-270) Witness Finlen asserts that BST is involved in a campaign called "Call Them on it" as stated by Supra witnesses Ramos and Hamilton. However, BST asserts that the purpose of the campaign is to assist consumers in making a decision when selecting a local exchange company, not to place doubts in the end user's mind as described by Supra. (TR 271-272)

Witness Hamilton contends that Supra has received two customer letters reflecting problems with BST regarding BST's inability to provision service to Supra's customers in a timely matter. (TR 186; EXH 9 (BH-5))

Witness Hamilton states that Supra also has recently received a complaint from a customer regarding problems with a BST repairman. (TR 186; EXH 9) Supra asserts that the customer called to report a problem with his telephone jack on March 18, 1998. Supra reported the problem to the BellSouth repair office and verified that the customer had an Inside Wire Maintenance Plan. However, Supra contends that when the BellSouth repairman arrived at the customer's residence, the repairman indicated to the customer that he would have to charge to repair the jack since the customer "was no longer our [BellSouth] customer." (Hamilton TR 211) The customer declined service and called Supra to determine the problem. Witness Hamilton states that he called the BellSouth repair office, and they confirmed that the customer was not to be charged for inside wire maintenance. In addition, witness Hamilton states that BellSouth confirmed that the repairman was not to make any such statements. Witness Hamilton asserts that a repairman was sent out to fix the problem on March 19, 1998; however, because of the problems getting the jack fixed, the customer now wants to transfer his service back to BellSouth. (TR 211)

As discussed in detail in Issue 1, BST states that its policy regarding repair and inside wire maintenance plans for alternative local exchange companies is that the customer should be treated exactly as if the customer was a BST customer. (Milner TR 373)

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BST states that it is aware of two specific situations where BST has been contacted by end users regarding Supra. First, at one point, BST witness Finlen states that Supra was implying to end users that it was BST and using BellSouth's name and trademarks when presenting itself to end users. (TR 252) In this case, Supra admitted to using BST's name and/or trademarks in negotiations with existing or potential customers. Supra asserts that it will no longer represent itself as BellSouth. (EXH 6; TR 252) Contrary to the terms of its commitment and to the terms of Part A, Section 8.1 of the interconnection agreement, however, witness Ramos admits that Supra is still using BST's name on all of its bills to the end user. (TR 124-125)

BellSouth asserts the second instance in which Supra's name arose was in conversations between BST and end users, when end users called BST to complain that their service was switched without authorization. (TR 252) BST witness Finlen contends that subsequent to the completion of a BST end user switching to an ALEC, a notification letter is sent to the end user. The notice advises the end user that their request to switch local service has been completed and that BST hopes to serve the customer in the future. (TR 250) Supra witness Ramos contends that these notifications are anti-competitive tactics by BellSouth. Supra asserts that such a letter inspires concern on the part of the consumer that he or she will have a completely new and unreliable network when in fact it is BST's network that will still be used to serve the customer. (TR 91)

Supra claims that BST had been sending out the retention letters prior to even working Supra's orders. BellSouth admits that in June of 1997, BellSouth discovered that the notification was being sent before an end user's service had been disconnected. (TR 91) However, this error was corrected by BellSouth in August of 1997. (TR 265) BellSouth witness Finlen contends that this notice is now mailed after the completion of changing the service from BellSouth to the ALEC. (TR 250) BellSouth states that the notification letter also advises customers that if they did not request to have their local service switched they should call BellSouth. BellSouth Witness Finlen asserts that there is nothing "anti-competitive" associated with these letters. (TR 265) However, Supra requests that the Commission order BellSouth not to send such retention letter to customers for at least eighteen months after a switch in service. (TR 91)

Witness Finlen also contends that if a Supra customer calls BST to dispute its Supra bill, BST's customer contact personnel advise the customer that they need to contact the entity that sent the bill. (TR 250) While BST contends that its personnel never

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advise an end user to not pay their bill, BST's personnel will advise an end user to call the appropriate regulatory authority, such as the FCC or the FPSC, if the end user has a complaint against their local service provider. (TR 251, 269) Furthermore, BST contends that Attachment 7, paragraph 1.3 of Supra's resale agreement is very clear that BST will not become involved in billing disputes between Supra and its end users. (TR 250)

BST witness Finlen also asserts that BST employees do not advise end users that if they switch their service from BST to an ALEC they will lose their opportunity to advertise in the yellow pages or lose access to the internet. (TR 251, 269) BellSouth asserts that it does not advise Supra's customers that they cannot advertise in the Yellow Pages or will be unable to access the internet if they choose an ALEC for local service. BellSouth asserts that end users wishing to advertise in the yellow pages need only contact BellSouth Advertising and Publishing company (BAPCO) to sign up for advertising in the yellow pages. (TR 251)

Conclusion

While Supra believes that BST employees told Supra's customers to report Supra to the FPSC, Supra admitted that some of the customers that complained alleged that they had been switched without authorization. Staff believes that in the event that a Supra customer contacts BST regarding being switched without authorization, BST should inform Supra's end users to contact Supra. However, if the customer is unable to work out its differences with Supra, nothing precludes the customer from contacting the FPSC. Thus, staff believes that BST has timely and appropriately responded to customer queries regarding Supra. In addition, staff recommends that in cases where BST is contacted by Supra customers regarding any complaints against Supra, BST should direct the customer to Supra. However, as stated above, if the end user is unable to work out its differences with Supra, nothing precludes the end user from contacting the Commission.

While Supra states it has no doubt that BST customer service representatives "coached" customers into calling Supra to ask who would repair their phones, Supra witness Hamilton admits that this is a legitimate question for a Supra customer to ask. Staff agrees. Other than a list of approximately 30 calls received by Supra asking who will repair my phone between the 15th of October and the 18th of December, there is no evidence in the record to support that these customers were coached into calling Supra's business office. Staff does not believe that the record evidence supports Supra's claim that BellSouth personnel "coached" Supra customers to

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inquire regarding their repair service. Moreover, staff believes that the issue of repair service is of great concern to end users, and it is not unusual for an end user who is in the process of switching carriers to inquire about all aspects of the company, including its service repair policy. Furthermore, Supra was unable to identify any BellSouth repair representative or other persons who stated that end users should switch back to BellSouth because of faster repair.

Staff also believes that Supra's claims regarding end user customers losing their opportunity to have yellow pages advertising and access to the internet if they switch their service from BST to an ALEC is without merit. Staff finds no evidence in this record to support Supra's claims. Staff would note that Supra was unable to identify any Supra end user who lost a yellow page listing as a result of moving from BST to Supra. (Hamilton TR 218) Furthermore, staff would point out that there are a large number of internet providers available to choose from in today's environment. Thus, staff does not believe that BellSouth personnel acted inappropriately when responding to customer queries regarding yellow page listings or Internet service.

Supra requests that BellSouth be required to identify an ALEC as a local service provider if requested by an end user. Staff does not believe that BST should be required to keep an updated electronic file of all certificated ALECS in Florida. However, staff would encourage BST customer service representatives to acknowledge the existence of an ALEC as a certificated entity whenever possible.

Based on the evidence in the record, staff does believe that BST has failed to properly train its employees on BST's policies regarding inside wire maintenance as outlined above and by witness Milner in Issue 1. Therefore, staff recommends that the Commission order BST to retrain its employees on the proper procedures for handling ALEC repairs and Inside Wire Maintenance problems. As stated above by witness Milner, ALEC customers should be treated by BST repair technicians exactly as if they were BST customers.

In this proceeding, Supra admitted to using BST's name and/or trademarks in negotiations with existing or potential customers. While Supra contends that it would no longer represent itself as BellSouth, witness Ramos admits that Supra is still using BST's name on all of its bills to the end user. Part A, Section 8.1 of Supra's interconnection agreement states

Supra Telecommunications and Information Systems,
Inc. is strictly prohibited from any use, including

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but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark.

Thus, staff believes that Supra should not represent itself as BellSouth, and should discontinue its use of BellSouth's name on its bills to end users immediately.

Supra requests that the Commission order BellSouth not to send retention letters to customers for at least eighteen months after a switch in an end user's service. While staff agrees that BellSouth should not send retention letters until the change in service from BellSouth to the ALEC is completed, staff does not believe it is necessary to prohibit retention letters for an 18 month period. Staff believes that the purpose of the retention letters are twofold: 1) to advise end users that their request to switch their local service has been completed, and 2) to advise customers that if they did not request a switch in their local service, they should call BellSouth. Thus, staff does not believe that the retention letters are anti-competitive as asserted by Supra.

Based on the above, staff believes that BellSouth has responded appropriately to consumer queries regarding Supra with one exception. As discussed above, staff believes that BellSouth should retrain its employees on the proper procedures for handling ALEC repairs and Inside Wire Maintenance problems.

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ISSUE 6: What relief, if any, should the Commission order for Supra or BellSouth? (Sirrianni, Musselwhite)

RECOMMENDATION: If issues 1-5 are approved, the following relief should be granted to Supra.

1. BST should provide Supra with CABS formatted bills, rather than CLUB formatted bills;
2. BST should identify which USOC codes are discounted and which are not;
3. BST should provide Supra with the ability to reserve the same number of telephone numbers through LENS as BST can through RNS. BST should also modify LENS to automatically assign a telephone number to an end user when the customer's address is validated;
4. BST should work with Supra to find a mutually agreeable solution, or BST should provide Supra with all of BST's central office addresses, so that Supra is able to reserve telephone numbers for Remote Call Forwarding service to its end users;
5. BST should modify the ALEC ordering systems so that the systems provide the same online edit checking capability that BST's retail ordering systems provide;
6. BST should retrain its employees on the proper procedures for handling ALEC repairs and Inside Wire Maintenance problems;
7. If contacted by Supra customers regarding any complaints against Supra, BST should direct the customer to Supra. However, if the end user is unable to work out its differences with Supra, nothing precludes the end user from contacting the Commission;
8. BST should provide any outstanding documentation requested by Supra.

If issues 1-5 are approved, the following relief should be granted to BellSouth.

1. Supra should be required to pay all of its bills pursuant to the terms and conditions in its Agreements with BellSouth;
2. Supra should not represent itself as BellSouth, and should discontinue its use of BellSouth's name on its bills to end users.

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Positions of Parties:

BellSouth: The Commission should order no relief for Supra and should order Supra to pay BellSouth's bill in a timely manner.

Supra: No, BellSouth has not provided adequate written information and support as delineated in Supra's testimony and exhibits. Supra believes that BellSouth has neglectfully and purposefully assured that Supra would not have the information and support it needed to succeed.

STAFF ANALYSIS: This issue deals with what type of relief, if any, the Commission should order for Supra or BellSouth. Staff would note that detailed analysis supporting the following relief can be found in Staff's Analysis in Issues 1-5.

If issues 1-5 are approved, the following relief should be granted to Supra.

1. BST should provide Supra with CABS formatted bills, rather than CLUB formatted bills;
2. BST should identify which USOC codes are discounted and which are not;
3. BST should provide ALECs with the ability to reserve the same number of telephone numbers through LENS as BST can through RNS. BST should also modify LENS to automatically assign a telephone number to an end user when the customer's address is validated;
4. BST should work with Supra to find a mutually agreeable solution or BST should provide Supra with all of BST's central office addresses so that Supra is able to reserve telephone numbers for Remote Call Forwarding service to its end users;
5. BST should modify the ALEC ordering systems such that these systems provide the same online edit checking capability that BST's retail ordering systems provide;
6. BST should retrain its employees on the proper procedures for handling ALEC repairs and Inside Wire Maintenance problems;
7. If contacted by Supra customers regarding any complaints against Supra, BST should direct the customer to Supra.

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However, if the end user is unable to work out its differences with Supra, nothing precludes the end user from contacting the Commission;

8. BST should provide any outstanding documentation requested by Supra.

If issues 1-5 are approved, the following relief should be granted to BellSouth.

1. Supra should be required to pay all of its bills pursuant to the terms and conditions in its Agreements with BellSouth;
2. Supra should not represent itself as BellSouth, and should discontinue its use of BellSouth's name on its bills to end users.

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ISSUE 7: Should this docket be closed? (B. Keating)

RECOMMENDATION: Yes. If the Commission approves Issues 1-6, no further issues remain for the Commission to address. Therefore, this docket should be closed.

STAFF ANALYSIS: Yes. If the Commission approves Issues 1-6, no further issues remain for the Commission to address. Therefore, this docket should be closed.