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BELLSOUTH TELECOMMUNICATIONS, INC.
DIRECT TESTIMONY OF JERRY HENDRIX
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 990149-TP
APRIL 1, 1999

Q. PLEASE STATE YOUR NAME AND COMPANY NAME AND ADDRESS.

A. My name is Jerry Hendrix. I am employed by BellSouth Telecommunications, Inc., ("BellSouth") as Director - Interconnection Services Pricing. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375.

Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

A. I graduated from Morehouse College in Atlanta, Georgia, in 1975, with a Bachelor of Arts Degree. I began employment with Southern Bell in 1979, and held various positions in the Network Distribution Department before joining the BellSouth Headquarters Regulatory organization in 1985. On January 1, 1996, my responsibilities moved to Interconnection Services Pricing in the Interconnection Customer Business Unit. In my position as Director, I oversee wholesale pricing and negotiations of interconnection agreements between BellSouth and Competitive Local Exchange Companies (CLECs).

Q. HAVE YOU TESTIFIED PREVIOUSLY?

1 A. Yes. I have testified in proceedings before the Alabama, Florida, Georgia,
2 Kentucky, Louisiana, Mississippi, and South Carolina Public Service
3 Commissions, the North Carolina Utilities Commission, and the Tennessee
4 Regulatory Authority.

5

6 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

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8 A. The purpose of my testimony is to discuss BellSouth's position on issues raised
9 by MediaOne Florida Communications, Inc. ("MediaOne") in their Petition for
10 Arbitration filed with the Florida Public Service Commission ("Commission")
11 on February 9, 1999. Specifically, I will address issue 1.

12

13 *Issue 1: Should the audit provisions in the parties' Interconnection Agreement*
14 *include auditing of services other than billing?*

15

16 Q. WHAT ISSUES REGARDING THE AUDIT PROVISION IS IN DISPUTE?

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18 A. MediaOne wants use of the audit process as a means to examine BellSouth's
19 performance as it relates to Interconnection Service, Ancillary Services or other
20 functions provided by BellSouth. According to MediaOne, without the
21 expanded audit provision they do not have an adequate means to review
22 BellSouth's performance. However, MediaOne already has a means to audit
23 BellSouth's performance and delivery of service through performance
24 measures, reporting, and access to raw data that is used to develop performance
25 measurements. Through the receipt of raw data provided by BellSouth,

1 MediaOne has the ability to audit BellSouth's performance and to work with
2 BellSouth to correct or address any performance issues without having to
3 exercise dispute resolution procedures.

4
5 To expand the audit provision to include all Interconnection Service, Ancillary
6 Services or additional functions would allow for multiple audits, which would
7 result in an inefficient use of BellSouth's resources.

8
9 Q. SHOULD THE AUDIT PROVISION IN THE INTERCONNECTION
10 AGREEMENT BE EXPANDED TO ALLOW MEDIAONE TO AUDIT THE
11 SERVICES PERFORMED BY BELL SOUTH UNDER THE
12 INTERCONNECTION AGREEMENT?

13
14 A. No. BellSouth believes that its proposed audit provision is sufficient to meet
15 MediaOne's audit needs, and contends that the provision proposed by
16 MediaOne is not necessary and too all encompassing. The audit provision
17 proposed by BellSouth allows MediaOne to audit all billable services, by
18 reviewing BellSouth's books, records, and other documents each contract year.
19 Through the expansion of the audit provision MediaOne is seeking to achieve
20 an alternate means to examine BellSouth's performance in its delivery of
21 service to MediaOne. It is BellSouth's position that the proposed
22 Interconnection Agreement already provides MediaOne with the ability to
23 examine BellSouth's delivery of services under the Interconnection Agreement
24 through performance measurement and service delivery provisions.

25

1 The proposed language regarding performance measurements provides
2 MediaOne with the ability to examine the level of service that is being
3 delivered by BellSouth through access to the raw data and performance
4 measurement reports provided by BellSouth. The performance reports and raw
5 data give MediaOne and BellSouth the opportunity to review, investigate, and
6 resolve any performance related issues. Performance measurements are
7 addressed further in the Direct Testimony filed by David Coon, of BellSouth,
8 filed on April 1, 1999.

9
10 Additionally, as previously stated many of the services listed in the proposed
11 interconnection agreement have provisions that allow MediaOne to specifically
12 audit particular services. For example the LIDB provisions proposed by
13 BellSouth in Attachment Two, section 12.4.2.15 of the proposed BellSouth
14 and MediaOne interconnection agreement, provides the following:

15 12.4.2.15 BellSouth shall provide LIDB systems such that no more
16 than 0.01% of MediaOne customer records will be
17 missing from LIDB, as measured by MediaOne audits.
18 BellSouth will audit MediaOne records in LIDB against
19 DBAS to identify record mismatches and provide this
20 data to a designated MediaOne contact person to resolve
21 the status of the records and BellSouth will update
22 system appropriately. BellSouth will refer record of
23 mis-matches to MediaOne within one business day of
24 audit. Once reconciled records are received back from
25 MediaOne, BellSouth will update LIDB the same
 business day if less than 500 records are received before
 1:00PM Central Time. If more than 500 records are
 received, BellSouth will contact MediaOne to negotiate
 a time frame for the updates, not to exceed three
 business days.

1 There are several LIDB provisions proposed by BellSouth that provide
2 MediaOne with the ability to examine or audit how BellSouth is delivering
3 LIDB systems to MediaOne.

4
5 It is therefore, BellSouth's position that the expansion of the audit section is
6 not necessary to achieve an audit, method of review or examination of
7 BellSouth's performance and delivery of services to MediaOne. The BellSouth
8 proposed language and provisions for services and performance measurements
9 is sufficient to allow MediaOne with a means to examine BellSouth's
10 performance. Likewise, through the receipt of performance measurement
11 reports and raw data, MediaOne has an opportunity to work with BellSouth to
12 resolve any performance-related issues, prior to referring to the dispute
13 resolution procedure provisions.

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15 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

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17 A. Yes.

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