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BELLSOUTH TELECOMMUNICATIONS, INC.  
DIRECT TESTIMONY OF DAVID P. SCOLLARD  
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET NO. 001305-TP  
FEBRUARY 26, 2001

Q. PLEASE STATE YOUR NAME, ADDRESS, AND POSITION WITH  
BELLSOUTH TELECOMMUNICATIONS, INC.

A. I am David P. Scollard, Room 26D3, 600 N. 19th St., Birmingham, AL 35203.  
My current position is Manager, Wholesale Billing at BellSouth Billing, Inc., a  
wholly owned subsidiary of BellSouth Telecommunications, Inc. In that role, I  
am responsible for overseeing the implementation of various changes to  
BellSouth's Customer Records Information System ("CRIS") and Carrier  
Access Billing System ("CABS").

Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

A. I graduated from Auburn University with a Bachelor of Science Degree in  
Mathematics in 1983. I began my career at BellSouth as a Systems Analyst  
within the Information Technology Department with responsibility for  
developing applications supporting the Finance organization. I have served in a  
number of billing system design and billing operations roles within the billing  
organization. Since I assumed my present responsibilities, I have overseen the  
progress of a number of billing system revision projects such as the billing of

1 unbundled network elements (“UNEs”), as well as the development of billing  
2 solutions in support of new products offered to end user customers. I am  
3 familiar with the billing services provided by BellSouth Telecommunications  
4 to local competitors, interexchange carriers and retail end user customers.

5

6 Q. HAVE YOU TESTIFIED PREVIOUSLY BEFORE ANY STATE PUBLIC  
7 SERVICE COMMISSION? IF SO, BRIEFLY DESCRIBE THE SUBJECT  
8 OF YOUR TESTIMONY.

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10 A. I have testified before the state Public Service Commissions in Alabama,  
11 Florida, Georgia, Kentucky, Louisiana, Mississippi, South Carolina, the  
12 Tennessee Regulatory Authority, and the Utilities Commission in North  
13 Carolina on issues regarding the capabilities of the systems used by BellSouth  
14 to bill for services provided to retail customers, Interexchange Carriers (IXCs)  
15 as well as Alternative Local Exchange Companies (ALECs).

16

17 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS  
18 PROCEEDING?

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20 A. The purpose of my testimony is to address issues raised in this arbitration  
21 relating to BellSouth’s billing for services provided to Supra. Specifically, I  
22 will address issues 41, 42, and 48.

23

24 *Issue 41: Should BellSouth be required to continue to provide Supra Telecom the*  
25 *right to audit BellSouth’s book sand records in order to confirm the accuracy of*

1 *BellSouth's bills?*

2

3 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

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5 A. BellSouth has agreed to include language in the agreement which gives Supra  
6 the right to audit the bills BellSouth provides to Supra. Section 12 of the  
7 proposed General Terms and Conditions language states:

8

9 "Subject to BellSouth's reasonable security requirements and except as may be  
10 otherwise specifically provided in this Agreement, Supra Telecom may audit  
11 BellSouth's books, records, and other documents once in each Contract Year  
12 for the purpose of evaluating the accuracy of BellSouth's billing invoicing"

13

14 The proposed language goes on to state:

15

16 "BellSouth shall cooperate fully in any such audit, providing reasonable access  
17 to any and all appropriate BellSouth employees, books, records and other  
18 documents reasonably necessary to assess the accuracy of BellSouth's bills."

19

20 Any claim by Supra that BellSouth is not willing to allow audits of the invoices  
21 provided to Supra is false.

22

23 *Issue 42: What is the proper timeframe for either party to render bills for overdue*  
24 *charges?*

25

1 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

2

3 A. BellSouth agrees that in the vast majority of cases, twelve months is more than  
4 sufficient time to bill Supra for the services it has ordered from BellSouth.

5 However, there are instances where BellSouth relies on billing information  
6 from either third parties or from Supra itself to bill accurately. In these cases,  
7 BellSouth should be permitted to bill charges to the full extent allowed by law  
8 rather than artificial time limits proposed by Supra.

9

10 Q. EXPLAIN THE BASIS FOR BELLSOUTH'S POSITION ON THIS ISSUE.

11

12 A. BellSouth is committed to providing all ALECs, including Supra, with accurate  
13 and timely invoices for services provided under the interconnection  
14 agreements. From time to time, however, there are instances when this billing  
15 may be delayed. For example, BellSouth would often need to rely on usage  
16 records from a third party to bill Supra when services are jointly provided by  
17 that third party (via meet point billing procedures) – records that BellSouth  
18 may not receive for an extended period of time after the date of the usage in  
19 question. In other cases, the CLECs themselves may misreport ordering  
20 information such as the Percent Interstate Usage (PIU) and Percent Local  
21 Usage (PLU) factors that BellSouth relies on to accurately bill the CLECs.  
22 BellSouth's position is that the only limiting factor should be the applicable  
23 laws and commission rules set out in each state. Supra states that the limit  
24 should be set at 1 year from the date the charge was incurred. While this would

25

1 be sufficient in the vast majority of cases, BellSouth should be permitted to bill  
2 charges to the full extent allowed by law.

3

4 ***Issue 48: What billing records should BellSouth be obligated to provide Supra***  
5 ***Telecom? Should BellSouth be required to provide Supra Telecom with billing***  
6 ***records with all EMI standard fields?***

7

8 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

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10 A. BellSouth provides and is willing to continue to provide Supra with billing  
11 records consistent with EMI guidelines which includes all EMI standard fields  
12 as requested by Supra. The agreement spells out that, at Supra's option, there  
13 are up to four interfaces that will allow Supra to access these records.

14

15 Q. WHAT RECORDS OR FIELDS IS SUPRA CLAIMING ARE NOT  
16 AVAILABLE UNDER THE PROVISIONS OF THE INTERCONNECTION  
17 AGREEMENT?

18

19 A. Supra provides precious few details on this point. However, Supra claims that  
20 BellSouth does not provide usage records that will enable Supra to bill for  
21 reciprocal compensation. This is not true. The Access Daily Usage File  
22 (ADUF) that currently is being provided to Supra under its existing agreement  
23 contains records that Supra can use to bill reciprocal compensation to ALECs  
24 which terminate calls to the unbundled switch ports Supra orders from

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1 BellSouth. The proposed language for the new agreement also makes the  
2 ADUF available to Supra.

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4 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

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6 A. Yes.

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