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BELLSOUTH TELECOMMUNICATIONS, INC.  
DIRECT TESTIMONY OF CLYDE L. GREENE  
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET NO. 001305-TP  
JULY 27, 2001

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

A. I am Clyde L. Greene, Room 28A1, 600 N. 19th St., Birmingham, AL 35203.  
My current position is Specialist, 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 the University of Alabama at Birmingham with a Bachelor of  
Science Degree in Electrical Engineering in 1990. I began my career at  
BellSouth in July 1990 as an Administrative Assistant within the Network  
Department with responsibility for mechanized call testing and call recording  
trouble investigation. Since July 1994, I have served in various CABS support  
roles within the billing organization. I am familiar with the billing services

1 provided by BellSouth Telecommunications to local competitors,  
2 interexchange carriers and retail end user customers.

3

4 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS  
5 PROCEEDING?

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7 A. The purpose of my testimony is to address issues raised in this arbitration  
8 relating to BellSouth's billing for services provided to Supra. Specifically, I  
9 will address issues 41, 42, and 48.

10

11 *Issue 41: Should BellSouth be required to continue to provide Supra Telecom the*  
12 *right to audit BellSouth's books and records in order to confirm the accuracy of*  
13 *BellSouth's bills?*

14

15 Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

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17 A. BellSouth has agreed to include language in the Agreement that gives Supra  
18 the right to audit the bills BellSouth provides to Supra. Section 12 of the  
19 proposed General Terms and Conditions language states:

20

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

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The proposed language goes on to state:

“BellSouth shall cooperate fully in any such audit, providing reasonable access to any and all appropriate BellSouth employees, books, records and other documents reasonably necessary to assess the accuracy of BellSouth’s bills.”

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

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

Q. WHAT IS BELLSOUTH’S POSITION ON THIS ISSUE?

A. BellSouth agrees that in the vast majority of cases, twelve months is more than sufficient time to bill Supra for the services it has ordered from BellSouth. However, there are instances where BellSouth relies on billing information from either third parties or from Supra itself to bill accurately. In these cases, BellSouth should be permitted to bill charges to the full extent allowed by law rather than artificial time limits proposed by Supra.

BellSouth proposes the following language in paragraph 1.2.3 of Attachment 6 of the Agreement:

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“ Bills shall not be rendered for any charges which are incurred after the applicable statute of limitations has run or as stated in any Access Billing Supplier Quality Certification Operating Agreement. Until an Access Billing Supplier Quality Certification Operating Agreement is developed, the statute of limitations will apply.”

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

A. BellSouth is committed to providing all ALECs, including Supra, with accurate and timely invoices for services provided under the Interconnection Agreements. From time to time, however, there are instances when this billing may be delayed. For example, BellSouth would often need to rely on usage records from a third party to bill Supra when services are jointly provided by that third party (via meet point billing procedures) – records that BellSouth may not receive for an extended period of time after the date of the usage in question. In other cases, the ALECs themselves may misreport ordering information such as the Percent Interstate Usage (PIU) and Percent Local Usage (PLU) factors that BellSouth relies on to accurately bill the ALECs. BellSouth’s position is that the only limiting factor should be the applicable laws and commission rules set out in each state. Supra states that the limit should be set at 1 year from the date the charge was incurred. While this would be sufficient in the vast majority of cases, BellSouth should be permitted to bill charges to the full extent allowed by law.

1 Q. HAS THIS ISSUE BEEN RESOLVED BETWEEN BELLSOUTH AND ANY  
2 OTHER CARRIERS?

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4 A. Yes. BellSouth has reached an agreement on this issue with AT&T and  
5 MCIWorldCom, and BellSouth's proposed language on this issue with Supra is  
6 the same language that was agreed to between BellSouth and WorldCom.

7 (Please refer to BellSouth witness John Ruscilli's Exhibit JAR-1.)

8

9 *Issue 48: What billing records should BellSouth be obligated to provide Supra*  
10 *Telecom? Should BellSouth be required to provide Supra Telecom with billing*  
11 *records with all EMI standard fields?*

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

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15 A. BellSouth provides and is willing to continue to provide Supra with billing  
16 records consistent with EMI guidelines, which include all EMI standard fields  
17 as requested by Supra.

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19 BellSouth's proposed language on this issue includes the following from page  
20 32 of Attachment 6 of the Agreement:

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22 "All messages and related data exchanged between BellSouth and  
23 Supra Telecom will be formatted in accordance with accepted industry  
24 standards for EMI formatted records and packed between appropriate

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1 EMI header and trailer records, also in accordance with accepted  
2 industry standards.”

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4 The Agreement goes on to say the following on page 37 of Attachment 6:

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6 “The Optional Daily Usage Feed will contain both rated and unrated  
7 messages. All messages will be in the standard Alliance for  
8 Telecommunications Industry Solutions (“ATIS”) EMI record format.”

9  
10 Also, page 41 of Attachment 6 of the Agreement states the following  
11 concerning Enhanced Optional Daily Usage File (EODUF) records:

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13 “All messages will be in the standard Alliance for Telecommunications  
14 Industry Solutions (“ATIS”) EMI record format.”

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16 Q. IS BELLSOUTH’S POSITION ON THIS ISSUE CONSISTENT WITH THIS  
17 COMMISSION’S DECISION ON THE ISSUE IN ANY OTHER DOCKET?

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19 A. Yes. The Commission’s decision on this issue from Docket 000649-TP states:

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21 “ We believe that BellSouth should be required to provide WorldCom  
22 with billing records in the industry-standard EMI format, with all EMI  
23 standard fields, as opposed to a record which only provisions a portion  
24 of the EMI standard fields.”

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1 BellSouth's position is consistent with the Commission's above decision  
2 because BellSouth, as stated above, provides Supra with billing records  
3 consistent with EMI guidelines, which include all EMI standard fields.

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5 Q. WHAT RECORDS OR FIELDS IS SUPRA CLAIMING ARE NOT  
6 AVAILABLE UNDER THE PROVISIONS OF THE INTERCONNECTION  
7 AGREEMENT?

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9 A. Supra provides precious few details on this point. However, Supra claims that  
10 BellSouth does not provide usage records that will enable Supra to bill for  
11 reciprocal compensation. This is not true. The Access Daily Usage File  
12 (ADUF) that currently is being provided to Supra under its existing Agreement  
13 contains records that Supra can use to bill reciprocal compensation to facility-  
14 based ALECs that terminate calls to the unbundled switch ports Supra orders  
15 from BellSouth. The proposed language for the new Agreement also makes the  
16 ADUF available to Supra.

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18 Q. HAVE THE PARTIES NEGOTIATED THIS ISSUE?

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20 A. No. Although Supra has identified this issue, they have refused to discuss this  
21 issue with BellSouth in Inter-company Review Board meetings.

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23 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

24

25 A. Yes.