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BELLSOUTH TELECOMMUNICATIONS, INC.  
REBUTTAL TESTIMONY OF JERRY HENDRIX

**ORIGINAL**

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 990149-TP

MAY 4, 1999

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

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

Q. ARE YOU THE SAME JERRY HENDRIX THAT FILED DIRECT  
TESTIMONY IN THIS PROCEEDING?

A. Yes.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY BEING FILED  
TODAY?

A. The purpose of my testimony is to respond to the direct testimony of  
MediaOne witness Gary Lane in Florida Docket No. 990149-TP as it

1 relates to the expansion of the audit provision as a means to measure  
2 BellSouth's performance and delivery of service.

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4 Q. IN MR. LANE'S TESTIMONY HE STATES "MEDIAONE SHOULD  
5 HAVE THE RIGHT TO AUDIT ANY INTERCONNECTION SERVICE,  
6 ANCILLARY SERVICE (SUCH AS DATABASE ACCESS AND  
7 USAGE) OR ADDITIONAL FUNCTION (SUCH AS THE LNP  
8 PROCESS FOR MOVING A CUSTOMER FROM BELLSOUTH TO  
9 MEDIAONE) PROVIDED OR PERFORMED BY BELLSOUTH UNDER  
10 THE INTERCONNECTION AGREEMENT." DO YOU AGREE?

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12 A. No. As stated in my direct testimony, MediaOne's request to use the  
13 audit provision to review and examine BellSouth's performance would  
14 be burdensome and a misuse of BellSouth's resources, when  
15 BellSouth offers MediaOne this assurance in the proposed  
16 interconnection agreement through performance measures and  
17 reports, raw data, and service level descriptions for certain  
18 interconnection and ancillary services. Moreover, the use of the audit  
19 provision as a method of monitoring BellSouth's performance would  
20 expose BellSouth to the possibility of multiple audits and simply  
21 replicates the performance process agreed to by BellSouth in the  
22 interconnection agreement.

23

24 Contrary to Gary Lane's direct testimony filed February 25, 1999, with  
25 access to raw data and performance measurement reports, MediaOne

1           and BellSouth have opportunity to discuss and resolve any  
2           performance issues prior to MediaOne invoking dispute resolution  
3           procedures. Furthermore, the access to raw data provides MediaOne  
4           with the ability to review the data BellSouth uses to create the  
5           performance measurement report. As further addressed by BellSouth  
6           in David Coon's direct and rebuttal testimony filed on May 1, 1999 and  
7           May 4, 1999, respectively, performance measurements and reports  
8           serve to track BellSouth's delivery of services: specifically  
9           interconnection and ancillary services, such as database access and  
10          usage, and additional functions provided or performed by BellSouth  
11          under the interconnection agreement. Therefore, MediaOne's  
12          allegations that it does not have the assurance that BellSouth is  
13          fulfilling its obligations under the Agreement, and that it does not have  
14          the ability to oversee BellSouth's performance are not true.

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16          In addition to the performance measurement reports and access to raw  
17          data, the proposed interconnection agreement has provisions  
18          concerning certain services that would allow MediaOne to audit  
19          BellSouth's performance. In Gary Lane's testimony filed February 25,  
20          1999, he specifically addressed the need to audit ancillary services,  
21          such as database access and usage. For example, as previously  
22          addressed in my direct testimony, the language in the proposed  
23          interconnection agreement concerning the Line Information Database  
24          (LIDB) provides the following:

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12.4.2.15 BellSouth shall provide LIDB systems such that no more than 0.01% of MediaOne customer records will be missing from LIDB, as measured by MediaOne audits. BellSouth will audit MediaOne records in LIDB against DBAS to identify record mismatches and provide this data to a designated MediaOne contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mismatches to MediaOne within one business day of audit. Once reconciled records are received back from 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.

Here, as with other interconnection and ancillary services, MediaOne has the ability to track and examine BellSouth's performance concerning access to and usage of the BellSouth LIDB.

Therefore, it is BellSouth's position that the expansion of the audit provision would be duplicative and overly burdensome, would open BellSouth up to multiple audits, and would be a misuse of BellSouth resources. The proposed interconnection agreement provides MediaOne with a sufficient means to track and oversee how BellSouth provides and performs services and obligations. Furthermore, through the performance measurement reports, MediaOne has adequate opportunity to work with BellSouth to resolve any performance-related issues prior to invoking dispute resolution procedures.

1 Q. HAS BELLSOUTH GRANTED GREATER AUDIT RIGHTS TO OTHER  
2 ALECs WHICH IT REFUSES TO GRANT TO MEDIAONE?

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4 A. No. BellSouth has not granted audit provisions to any ALEC which  
5 include the audit of services and performance of functions delivered by  
6 BellSouth. MediaOne has not stated to whom BellSouth supposedly  
7 granted an expanded audit provision. Neither has MediaOne  
8 specifically addressed how the audit provision should be expanded.  
9 BellSouth challenges MediaOne to produce examples where BellSouth  
10 has modified this policy in any interconnection agreement for other  
11 ALECs.

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13 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

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15 A. Yes.

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