



960811

HEALTH MANAGEMENT SYSTEMS INC.
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FAX COVER SHEET

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TO/FAX: *As. Blanca S. Bayo* DIRECTOR, DIVISION OF RECORDS AND REPORTING

FROM/FAX: *TOM WILLIAMS* DIVISION OF COMMUNICATIONS
M.D. MICHAEL WELLERT

- ACK RE:
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Health Management Systems INC.
13738 Oxbow Road
Fort Myers Florida, 33905
AND
1110-D Elden Street
Suite 302
Herndon, Virginia 22070

ORIGINAL
FILE COPY

To: J. Jeffrey Wahlen:

The letter that was written by you on behalf of United Telephone of Florida can be certainly clarified with a four letter word "FOUL". The verbal assuage used in your vocal maliciousness is a malformed malevolence, malignant, and, grand magniloquence in grandiose tasteless propotions which is made fully apparent in your enunciated inarticulatensess.

Before YOU begin Your UNSOPHISTICATED, UNFOUNDED, UNGENTLEMANLY, UNINTELLIGIBLE accusations written in your confabulation; due diligence usually is interlocutory soliloquy.

The chirography of your scrawl conotated as your typographical correspondence is totally dumbfounded rhetoric worthy of a declamatory crude, and vulgar enunciation.

UTF/Sprint inconsiderate unprofessionalism is a precipice of precariousness maelstrom, baneful, pregnability in ill-management, and continuous willfull, and, repeated intent in flagrant concurrence to violate the law, and rules of the Federal Government regulations, of 25-4.118 and others. These violations are blatant as it pertains to Interexchange Carrier Selection. UTF/SPRINT total disregard for the laws illicit the fact that UTF/Sprint is absolutely irresponsible in their noncompliance. This is a superlativ, to the practices of UTF/Sprint in taking care of customers, and the eminent merit and value, and worth given to their financial and managerial responsibilities. The request for objection by UTF/Sprint considering their total lack of regard for the law and irresponsibilities for financial and managerial compliance for a certificate of a (ALEC) is considered a virtue which is absolutely edifying which (HMSY) forms all allegiances to and complete salutary with.

Sincerely

✱

Dr. Michael Weillert
CEO
Health Management Systems INC.

Health Management Systems INC.
13738 Oxbow Road
Suite 100
FortMyers Florida 33905
AND
1110-D Elden Street
Dulles One Center
Suite 302
Herndon Virginia 22070

The malevolence of PJ Merkles vicious attacks are not surprising considering the source. The laws are written without discrimination for all to be in full compliance. United Telephone of Florida/Sprint and employees speculation of why it has been brought into the complaint is left without question of their idiosyncrasies of self-deniance and self-delusion in their demeanor to the laws. UTF/Sprint is gone beyond contempt in their allegations of making it virtually impossible to file a meaningful response for their violations of the laws. According to UTF/Sprint it is left to improperly speculate why it has been brought into the complaintis admitting to their infatuation of being completely determined in their commitment to consider themselves unequivocally above the law. (25-4.118; 350.127(2); FS.364.01; 364.19; 364.285).

Their inability to realize according to their responses their noncompliances of the laws only lend credence in their conviction for their injurious attacks and their arrogance is pertinent to the complacentcies that is allegeded by PJMerkle and UTF/Sprint. The UTF/Sprint allegations that the complaint is supposedly filled with outrageous and incoherent assertions according to their reasoning is irrational and only leads to the tenet postulating their untrustworthiness. This judgemental acknowledgement determination on their part and their continuation of complete misapprehension of violating these laws regulations and rulesis in complete opposition to the Florida State Public Service Commission of having their certificate of convenience and necessity as a local exchange carrierThis is a self-complacent attitude of opposing the Florida Public Service Commission in suspending or revoking their certificate. For certainly their certificate is not in the public interest for these over-rate, self deceptive judgemental valuations due to miscalculations on Sprint United Telephone of Florida part. UTF/Sprint and PJ Merkle self-deception are truly unbelievable, although a complete conviction to ill-judging and self delusion in their capabilities of management and is apparent in their statements in their response to the complaint in DocketNo. 960554-TP. The false statements in their accusations of Health Management Systems INC. in repeatedly failing to make proper payments on their accounts comes from UTF/Sprint irrational misconception, pompous attitude, which is a misconstrued, pretentious, overestimated, inflated contradiction. This contradiction by UTF/Sprint is clearly evident in their response to the formal complaint in Docket No. 960554 in their first two paragraphs and their statements that (HMSY) paid their April 1995, and May 1995 bill in full without any dispute accordingly

UTF/Sprint record reflect the following with respect to HMSY account, Service was established March 8, 1995 with a PIC of MCI although the customers HMSY originally requested the primary exchange company of LDDS WorldCom. Therefore UTF/Sprint records indicating HMSY April 1995 bill being charged \$609.76 in AT&T direct tolls is a direct violation of Florida Public Service Commission Rule 25.4.118(1-6) (a-d_)

The ballot or letter to be submitted to the interexchange company requesting a PIC change was nonexistent except in incorporeal on the part of United Telephone of Florida. These repetitive actions of injustice, illegal, idiosyncratic practices became a rule as the testimony to the ill respect to comply to these laws rules, and regulations and furtherance of common practice; by UTF/Sprint.

These common practices would become habitual violations which are as follows that UTF/Sprint would continually charge for unauthorized PIC changes as a replicating procedure on March, 1995, April, 1995, and May 1995. This total for payments was \$1,434.22 and became violations because the primary interexchange company of a customer shall not be changed without the customers authorization. A (LEC) shall accept PIC change request changes by telephone call or letter directly from its customers. In no way did HMSY provide authorization, make a telephone call or send a letter to UTF/Sprint to make a PIC change.

These violations also flourished when (2) a LEC UTF/Sprint shall also accept a PIC change, request from a certified IXC (AT&T;MCI) acting on behalf of the customer HMSY. HMSY never gave AT&T or MCI the right to act on its behalf for any purpose. A certified IXC (AT&T;MCI) that will be billing the customer in its name may submit a PIC change request, other than a customer PIC initiated change directly or through another IXC, to a LEC United Telephone Of Florida/Sprint only if it has certified to the LEC, UTF/Sprint that at least one of the following action has occurred prior to the PIC change request. The IXC never could have given certification to the LEC UTF/Sprint for at least one of the following action having occurred prior to the PIC change request, for these following reasons. The following reasons are as follows HMSY never provided the IXC (AT&T;MCI) with a letter or ballot requesting such change. HMSY never called or initiated call to an automated 800 number, and surely never reached a sequence of prompts to request such a change. HMSY never requested a change and therefore a independent qualified firm which is unaffiliated with any IXC never verified or received such a call. The IXC (AT&T MCI) never received HMSY request to change HMSY PIC and never responded by sending within three days by mail an information package which included a prepaid, returnable post card and certainly 14 days could of never elapsed before the IXC (AT&T;MCI) submitted the PIC change to the LEC UTF/Sprint

This information package never existed although it should of contained any information required by rule 25-4.118(3) The information that was required to be in the 25-4.118(3) (a) balloter letter submitted to the IXC (AT&MCI) requesting a PIC change which was again restated for purposes whom have a hard time with understanding due to incoherence and outrageous assertions never existed or HMSY never submitted the letter or ballot to the IXC (AT&MCI) never requesting a PIC change shall include but not be limited to ,the following (each shall be seperately stated)1.) Customer name,phone number,/account number and address;2.)Company (HMSY)and the service to which the customer wishes to subscribe;3.)Statement that the person requesting the change is authorized to request the PIC change ;4.)Customer signature.b.) If a PIC change request results from either a customer (HMSY)(call that never existed) or a request verified by an independent third party (impossible),the information set forth in 25-4.118 (3) (a) 1-3 shall be obtained from the customer (HMSY).

These numerous unauthorized PIC changes charges and higher usage rates,if any over the rates of the preferred company shall be credited to the customer (HMSY) by the IXC (AT&MCI)within 45 days of notification and not 9 months later according to Earl Thompson letter on November 3,1995 which was never credited properly or to clarify a point otherwise ever.

Upon notification from the customer (HMSY) on March 1995 of an unauthorized PIC change,the LEC UTF/Sprint shall change the customer (HMSY) back to the prior IXC,or another of the customer's (HMSY) choice (LDDS WorldCom).The change which never occurred by the LEC UTF/Sprint must be made within 24 hours excepting Saturday,Sunday and holidays,in which case the change shall be made by the end of the next business day.In any case where the customer (HMSY) disputes the ballot or letter the IXC(AT&MCI) appearing on the ballot /letter will be responsible for any charges incurred to change the PIC of the customer (HMSY).

These violations were violated from the origination of phone service until UTF/Sprint illegal disconnection of service which they state is permanent.To clarify a precise recurrent practice of violations of the law on the part of UTF/Sprint and according to PJ Merkle letter on March,April,May,1995 in total payments amounted to \$1,434.22all associated with unauthorized PIC change charges. HMSY'S service account was established March8,1995 with a PIC of LDDS WorldCom.HMSY contacted the Florida Public Service Commission concerning violations of 25-4.118 initially in March 1995. Sprint records indicate HMSY'S bill was not disputed and paid in full,even though the April bill reflected no MCI or WorldCOM charges,and 609.76 inAT&T direct dial toll charges.

On May 9,1995 HMSY'S relocated its business office location to a new address 1137 Hilltop DR;Naples Florida 33940 and the telephone number was reflected as AT&T direct dial toll charges totaling \$824.46 and the PIC was again WorldCom and again HMSY'S complained to the Florida Public Service Commission and the bill was paid accordingly.

This response by UTF/Sprint clearly signify the violations of the laws rule and regulation, and statues as it applies to 25-4.118. This also proclaims the conciet, egotistical, self complacency and self deception UTF/Sprint and PJ Merkle has for their customers as a monopoly in Naples and FortMyers.

The response by UTF/Sprint to the complaint in Docket No.960554-TP in the 5th paragraph concerning the June 1995 billto Hmsy for \$133.77in MCI operator-assisted charges and AT&T direct dialed toll calls totaled to \$237.29 according to UTF/Sprint records was \$484.70 for a difference between the two totals of \$247.41 and the charges were challenged accordingly by HMSY. The only uncooperative response by UTF/Sprint or their employees was we'll turn you off.

In concert with on June27 allegedly by UTF/Sprint a letter of authorization was apparently recieved by and from AT&T without HMSY'S authorization directing UTF/Sprint to change the PIC to AT&T and the the requested change by AT&T without the authorization of HMSY and the PIC change was processed the same day. This is another violation of 25-4.118 in which UTF/Sprint chose to violate again. The charges for unauthorized PIC changes and higher usage rates ,if any over the rates of the preferred company LDDS WorldCom were never credited to the customer HMSY by the responsible IXC (AT&T) ,and the LEC UTF/Sprint never changed the customer back to the original IXC or another of the customers choice LDDS WorldCom or within 24 hours excepting Saturday, Sunday and holidays, in which case the change shall be made by the end of thenext business day, another direct violation of the laws.

Health Management Systems INC. long distance charges were a total of \$237.29 with a \$13.00 charge for local access service charges for a total of \$250.29 subtracted from \$484.70 for a total of \$234.41 for unauthorized PIC change charges above the usage rates of the preferred company LDDS WorldCom,

The March, April, May and June 1995 bills were disputed for violations of 25-4.118 and therefore the complete amount in dispute and fully paid was \$1,521.32 which transpired from the ill-management of UTF/Sprint. The credit adjustments of AT&T for \$627.66 for March through June bills were incidently never accredited by notification of HMSY in April 1995 within 45 days which would of taken care of June 1995 complete bill.

In July 1995 HMSY bill reflected according to UTF/Sprint \$166.76 and \$51.6 for a total of \$228.52 for both long distance and local exchange, access and intralata and intrastate charges.

The quite a bit of activity on HMSY INC. account in the month of August, 1995 totaling \$1,478.53 in which \$573.86 was a total of past due amounts from the June, July, 1995 bills would of fully been paid by the \$627.66 provided for credits from AT&T for the months of March, April, May, and June if properly applied. Although according to UTF/Sprints records when adding \$407.00 anf \$51.76 totals \$625.52 and certainly never accumulates in accounting calculations

totals to \$573.86 which is according to UTF/Sprint records.

On August 2, 1995 again the unlawful, dishonorable, illegitimate abuse of the rules of the Florida Public Service Commission governing telephone service provided by Interexchange telephone companies of 25-4.118 were habitually repeated in incessant fashion. The recurrent action were taken by UTF/Sprint when without the customer's HMSY authorization UTF/Sprint received a letter of authorization and changed the PIC to MCI after supposedly being received and processed by Sprint, to MCI. The original and preferred company PIC was LDDS WorldCom.

Health Management Systems INC. bill for April, May, and June, 1995 was on average \$475.03 and the August, 1995 bill was \$1,478.53 after subtracting the \$573.86 amounts to \$904.67 in which the difference occurred from; from all prior months averages and subtracting the \$573.86 amounts for August, 1995 bill to \$904.67 in which the difference occurred from disconnection and reconnection, and a unauthorized PIC changes and higher use rates over the rates of the preferred company LDDS WorldCom, and as such should have been credited to the customer (HMSY) by the LEC UTF/Sprint and the responsible IXC for the change AT&T and MCI, within 45 days. Again the LEC UTF/Sprint failed to comply upon notice from the customer HMSY of an unauthorized PIC change to return the customer back to the prior IXC or another of the customer choice LDDS WorldCom within 24 hours or by the end of the next business day excepting Saturday and Sunday and holidays, in which case the change shall be made by the end of the next business day. This went according to their plans of numerous irresponsible infractions of the laws, and rules, governing their justification of permission of permitting the empowerment to sanction operations provided to them by the Florida public Service Commission as a telecommunications local exchange carrier (LEC).

Health Management Systems INC. prevalent cooperation was again collaborated as obliged in March, April, May, and June, 1995 beyond its responsibility because of UTF/Sprint continuous repeated violations of the laws and rules regulating their existence solely to maintain positive customer relations with the LEC UTF/Sprint and paid the \$904.67 in which the payment was made at the Naples UTF/Sprint office. For this reason and extortion HMSY made another payment of \$190.00 on September 9, 1995 and again correlated with the Florida Public Service Commission for \$714.67 although paid in full \$1094.67. Afterwards this bill or any questions arising from this bill never arose again without surprise.

There was quite a bit of action on UTF/Sprint part in the month of both July and August, 1995 of interruptions of HMSY phone service and disconnection and reconnection charges applied without HMSY ever receiving any interruption notice. Therefore for this reason and all other aforementioned reasons beginning in the middle of March, 1995 and contacted the Florida Public Service Commission, Federal Communication Commission, and the Federal Trade Commission, continually for UTF/Sprint breaching their covenants provided to them by their certificate of Public Convenience and necessity as a LEC, pertaining to their ill-managed customer service relationships.

On August, 14, 1995 when HMSY'S contacted UTF/Sprint Manager Corporate Security guard Henry Booth the conversation was less than professional on the part of Henry Booth, or even business customer relations positive. Although Henry Booth was informed that since the end of March, 1995 both UTF/Sprint management and the Florida Public Service Commission had been contacted and as such the \$573.86 was under dispute for frequent interruptions of services and unauthorized PIC changes. The customer was never notified by interruptions notice of the amount past due and to be paid to avoid service interruptions on August 14, 1995 and as apparent was not aware of service interruption on August 15, 1995. Customer service was kept interrupted for a week from August 15, 1995 until August 21, 1995.

Health Management Systems INC. after repeated consecutive calling without receiving any successful resolution for the interrupted phone service contacted the UTF/Sprint business office and the call came from one of the representative of HMSY it was indicated that HMSY representatives were in transit to substantiate a conclusion to the problem to have phone service restored. When arriving at UTF/Sprint business office Hmsy representatives were informed that all further payments must be in cash, cashier check, or money order. It was for the first time that UTF/Sprint consented to HMSY that the delinquent phone charges were billed through customer unauthorized PIC change by AT&T, and MCI and that UTF/Sprint did not abide by 25-4.118 and 350.127 (2) Fs. Laws implemented 364.01 364.19, 364.285 PS, and finally 25-24.490(4)

The UTF/Sprint representatives informing HMSY'S that they must contact AT&T at the 800 number provided to them by the UTF/Sprint representative in order to negotiate any credit adjustment with respect to AT&T charges is a direct violation in and of itself, after the dispute has been reported to the Florida Public Service Commission concerning law and rule violations.

Health Management System INC. representative paid under extortion and under duress and after UTF/Sprint illegal interruptions in one day episodes without any interruptions notice, and after suffering loss of business after numerous interruptions and at the predatory treatment of HMSY representatives and at the hands of UTF/Sprint employees.

Health Management Systems INC. prior to being notified of all further payments must be made by cash issued a check to the UTF/Sprint employees in order to pay in full the \$573.86 bill and received a paid receipt. The UTF/Sprint refused to return the check to HMSY and attempted to force Hmsy to return under coercion under compelling overpowerment in an exorable, omnipotence, ascendancy the paid marked receipt.

Afterward UTF/Sprint employees conferred to HMSY that (Barnett Bank) had informed them that there was insufficient funds in Hmsy account to cash the check and cover the bill. The UTF/Sprint employees stated that the purpose to confirm the check was to find out if there were sufficient funds in the checking account to cash the check. The Barnett Bank located in the same shopping center complex and the same parking lot HMSY representatives

went immediately enroute to the Barnett Bank and acquired the funds from the same account and paid the full amount of the bill in cash. At this time while in the same Barnett Bank at the same time informed HMSY'S representative they never received a phone call from UTF/Sprint of any kind.

It was during this same time that Dr. Weilert's last visit to the Naples business office that on the same afternoon after paying the bill in full to add injury to insult after all these ugly altercations on August 21, 1995 after Dr. Weilert leaving the premises of the UTF/Sprint business office, That Dr. Weilert was approached in the parking lot on the sidewalk and confronted by two unknown men asked his name and assaulted by the UTF/Sprint managerial Guard Henry Booth and Mr. Serpico.

A hypocritical and sarcastic incoherent and outrageous assertion by UTF/Sprint that HMSY has repeatedly failed to make proper payment on HMSY account as it becomes due and in a timely fashion is apparent in the the response to the complaint in Docket No. 960811-TI and 960554-TP in paragraph 13 although also in HMSY April, May, June, 1995 bills.

On September, 1995 at coincidentally the direction of the same man that assaulted and battered Dr. Weilert of UTF/Sprint on August 21, 1995, interrupted HMSY phone service without again an interruption notice. When HMSY inquired about the interruption under the direction of Henry Booth there was an informed submittal for \$117.87 payment that was made the same day and service was not restored for seven days under the direction of Henry Booth UTF/Sprint managerial security. Although a \$120.00 payment was received at 3:44 P.M. without dispute however with dissent of Henry Booth whom stated that they UTF/Sprint wished they didn't have from origination of service account to have HMSY as a customer.

HMSY has contacted the Florida Public Service Commission concerning these and other contentions since March, 1995.

Ms. Grigiski UTF/Sprints collection manager contacted Dr. Weilert on his own personal line to reiterate the same information and to instruct improperly Dr. Weilert and HMSY to go violate the Florida Public Service Commission laws and rules, and regulations by contacting the IXC responsible for the many unauthorized PIC changes. Ms. Grigiski was informed again that the violations were in the hands of the Florida Public Service Commission and they were taking care of the matter, in which UTF/Sprint had been informed since March, 1995 of the same.

Ms. Grigiski allegedly according to UTF/Sprint response to the complaint in Docket No. 960554-TP contacted on September 18, 1995 25, and 29, 1995 and was advised HMSY had not called them. This again is a true self deception on the part of UTF/Sprint however because HMSY contacted AT&T only to inform them of their illegal law practices concerning 25-4.118 25-24.490 and specific authority 350.127 FS law implemented with 364.01, 364.19, and 364.285 FS. reported on March 1995.

The referenced document asserted as an exhibition of evidence is a testimony to UTF/Sprint of an unanswerable and unaccountable offense against the law. The offense occurred by UTF/Sprint applying a 25% discount on AT&T direct dialed tolls originating in March, 1995; in November, 1995 some nine months later for charges for unauthorized PIC changes and higher usage rates over the rates of the preferred company. HMSY notified UTF/Sprint in March, 1995 of these unauthorized procedures without response until November, 1995. According to the laws and rule aforementioned the charges shall be credited to the customer HMSY by the IXC responsible for the error within 45 days of notification. After suffering insult to injury by UTF/Sprint the letter by Earl Thompson, letter states to please accept UTF/Sprint apology for any inconvenience this situation may have caused. This is appalling and apprehensive considering UTF/Sprint response in Docket No. 960554-TP and that HMSY phone service has been disconnected and interrupted their business since March, 1996. To improve the interrelationship between UTF/Sprint a credit of \$22.49 for late payment fees for the monthly September, and October bills were also applied to account along with \$629.66 credit. These financial amounts would have eliminated all account balance owed and due however these credits were never applied.

On December 1, 1995 HMSY brought a new service operation location and as such the business's telephone number was changed and reestablished at 13738 Oxbow Road, Fort Myers, Florida. The interexchange carrier PIC of the customer HMSY remained the same LDDS WorldCom.

There was never any customer authorized subscription order although a subscription order from AT&T changed the PIC to AT&T on December 13, 1995 again another further violation of the rules and laws governing (IXC) and LEC UTF/Sprint 25-4.118, and Sprint was never selected as customers HMSY interexchange carrier.

On January 23, 1996 service again was interrupted without customer being sent or receiving an interruption notice although the \$842.15 credit on November 3, 1995 would of more than paid for the December bill of \$256.61 if it had been properly applied. In an effort to keep bending over, and to maintain positive customer relations with UTF/Sprint and in good faith reliance of the rules and laws governing LEC and IXC payment was provided by HMSY the same day and service was not restored for seven days.

Service again was disconnected without interruption notice being sent or received by customer HMSY on February 21, 1996 due to the nonpayment of January bill of \$584.31 however, the \$842.15 credit on November 3, 1995 was never properly applied would of taken care of full amount owed on both December and January bill. Customer already post mailed January bill of 584.31 prior to becoming disconnected on or about January 2, 1996 although UTF/Sprint's records and ill management never posted the segment to the UTF/Sprint account records until customer HMSY identified their UTF/Sprint's repudiated error. On that same date

customer did not select Sprint as customer's written or otherwise selected authorized PIC. Again two violations as aforementioned with 25-4.118 (1-6) occurred when Sprint informed customer to call AT&T to dispute the toll and get an adjustment. On numerous repeated recurrences of a Aft-repeated customary continually perpetual habitua' occurrence once again on February 28, 1996 when the bill both past due and current were fully paid and without the November 3, 1995 credit not being applied customers service without interruption notice again was interrupted. Payment of \$112.23 was requested from the customer from UTF/Sprint without being owed for anything was paid under coercion on February 28, 1996 and service was restored in March 1996 one week and three days later after customer returning from the International Telecommunication Union and United Nations Conference in which Dr. Weillert is an Executive Board Member and of the International Commercial Exchange Conference in Tyson Corner in Virginia.

On March 12, 1996 after returning from the conference the representatives of HSMY after it became apparent that service was interrupted made a cash payment for February 28, 1996 to March 11, 1996 after telecommunication service being interrupted throughout this complete time period after not being able to reach business office while away. A cash payment was made on March 11, 1996 and three days later service was luckily restored.

As follow up to the February 28 letter, again HSMY service was interrupted and as Dr. Weillert entered the Fort Myers Customer Service location coincidentally the Sprint Manager Henry Booth and Mr. Serpico the same two individuals of Sprint/UTF Corporate Security whom attacked, assaulted and battered Dr. Weillert, in Naples on August 21, 1995 at the direction of the Sprint Security Department ordered the customer service interruption were awaiting and at which time the Fort Myers City Police requested Mr. Serpico to lower his voice. Mr. Serpico then requested Dr. Weillert to leave the premises and all other business would be taken care of from the outside according to Mr. Serpico's words.

On March 18th, the \$417.77 for AT&T tolls were set aside as a formal complaint dispute to the FPSC for aforementioned recurrent violations. Customer was to pay 217.63 to Sprint for services not rendered since customer's service remained off from February 28, 1996 through March 11, 1996 and customers, and representatives were away at conference in Virginia at this time.

Service again was suspended on March 21st, for nonpayment of nonreceived services, as previously incorporeal agreed since never did any customer representatives speak to UTF/Sprint's management employees after March 11, 1996.

Sprint generously agreed to set aside \$113.59 for services never received and to allow restoration of service for a payment of \$104.04. A cash payment was received from a check cashing establishment for 104.04 made on March 26, 1996 and service was restored and on the next day of March 27, 1996 service was interrupted again and was never restored.

AT&T notified Sprint to give a \$208.88 credit to HMSY. That amount plus \$26.79 just like the \$629.66 were never properly applied to the account on March 29, 1996.

Since that date, HMSY and other representatives such as Carlos Diaz have after UTF/Sprint apparently being informed by Dr. Weillert contacting UTF/Sprint business office in March 17, 1996 were disconnected after making all payments in full since account originated. UTF/Sprint has not made any reasonable or logical reasons to where the remaining balance accumulated from and thus remains unpaid and disconnected service remains interrupted from March 27, 1996.

UTF/Sprint has continued to be uncooperative and vengeful in an attempt to destroy HMSY. HMSY contends that the responses of UTF/Sprint for their actions is irrelevant and full of vehement feter. UTF/Sprint has continued to be indifferent to following all Florida Public Service Commission rules and regulations and are currently unbedding the compliance with any and all State Statues in the derangement of HMSY account.

HSMY trusts the information supplied is sufficient for the Florida Public Service Commission to understand the events associated with this case. Should there be additional questions, please contact Diane Kaufman at (941) 278-1146.

WUSLEY & MCMULLEN

ATTORNEYS AND COUNSELORS AT LAW

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August 27, 1996

BY HAND DELIVERY

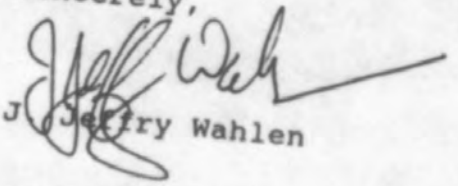
Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Docket No. 960811-TI

Dear Ms. Bayo:

I am writing this letter on behalf of United Telephone Company of Florida ("Sprint-United"). For the reasons explained below, Sprint-United objects to the issuance of an ALEC certificate to Health Liability Management System, Inc. ("HLMS"). Sprint-United requests that this letter be forwarded to the appropriate persons at the FPSC so that it can be considered as the staff prepares its recommendation on HLMS's application.

Sprint-United has considerable experience dealing with persons involved in the management of HLMS. The document attached hereto as Exhibit "A", which was filed in Docket No. 960554-TL, details the problems an affiliate of HLMS has had making timely payments on its account. Since HLMS and Health Management Systems, Inc. are both managed by the same person, Sprint-United's experience demonstrates that HLMS does not have the financial or managerial expertise to be certificated as an ALEC and that such certification is not in the public interest.

Sincerely,

Jeffrey Wahlen

JJW/jh

cc: Tom Williams, Division of Communications (w/attachment)
Dr. Michael Weilert
13738 Ox Bow Road
Ft. Myers, Florida 33905

jjw/ulrbayo

DOCUMENT NUMBER-DATE
09481 SEP-68
FPSC-RECORDS/REPORTING

UNITED TELEPHONE COMPANY OF FLORIDA
(SPRINT)
MAY 28, 1996

RESPONSE TO COMPLAINT

Re: Docket No. 960554-TP
Complaint against AT&T Communications of the
Southern States, Inc. and United Telephone Company
of Florida by Health Management Systems, Inc.,
regarding interLATA PIC slamming

Dr. Weilert's complaint is incoherent and filled with outrageous assertions, which make it virtually impossible for United Telephone Company of Florida ("Sprint") to file a meaningful response to the complaint. Accordingly, Sprint is left to improperly speculate why it has been brought into the complaint.

All that appears certain is that Dr. Weilert has repeatedly failed to make proper payment on his account as it becomes due. Dr. Weilert neglects to make payment for service in a timely fashion resulting in suspension and interruption of service.

Sprint's records reflect the following with respect to Dr. Weilert's account. Service was established March 8, 1995, with a PIC of MCI. The telephone number upon the date service was established was (941) 437-0988. Sprint's records indicate Dr. Weilert's April bill was not disputed and the bill was paid in full, even though the April bill reflected no MCI charges and \$609.76 in AT&T direct dial toll calls.

On May 9, 1995, Dr. Weilert relocated his service to a new address, 1137 Hilltop Dr., Naples, Fl., 33940 and the telephone number was changed to (941) 262-0002. The PIC on the May service order was MCI. Just as in April, Dr. Weilert's May bill reflected only AT&T direct dial toll calls totaling \$824.46 and no MCI charges. Once again, no charges were disputed by Dr. Weilert and the bill was paid accordingly.

The June 1995 bill sent to and received by Dr. Weilert included \$133.77 in MCI operator-assisted charges and \$103.52 in AT&T direct dial toll calls. The June bill totaled \$484.70 and no charges were challenged by the customer. Sprint failed to receive payment and contacted Dr. Weilert, at which time Dr. Weilert assured Sprint representatives that the check was in the mail and requested an extension of the payment due date. In an effort to cooperate with the customer, Sprint extended the due date to allow ample time for postal delivery of the check. Only \$77.10 was received from the customer. On June 27, 1995, a letter of authorization was received from AT&T directing Sprint to change the PIC to AT&T and the requested change was processed the same day.

609.76
824.46
1434.22
77.10
2524.52
133.77
103.52
237.29
100.00
250.29
484.70
-237.29
133.77
103.52
2344.2

In July 1995, Dr. Weilert's bill reflected current charges totaling \$166.76, \$51.76 of which were attributed to MCI operator-assisted charges. The July bill did not include any AT&T direct dial toll charges, but did include a past due balance of \$407.00 from the previous month's bill:

407
 166.76
 51.76

 255.2
 1478.53
 - 573.86

 904.67
 166.76
 51.76

 218.52
 228.52
 232.27
 604.26
 824.40

 1,900.03
 475.03
 412.003
 16
 30
 28
 20
 20

There was quite a bit of activity on Dr. Weilert's account in the month of August 1995. On August 2, 1995, a letter of authorization was received and processed by Sprint changing the PIC to MCI. Dr. Weilert was mailed a bill on August 13, 1995, totaling \$1,478.53, of which \$573.86 was a total of past due amounts from the customer's June and July bills. The customer was to have paid the past due amount on or before August 14, 1995, in order to avoid service interruption. Unfortunately, the \$573.86 remained outstanding as of August 14, 1995, and as such, service was interrupted on August 15, 1995. Dr. Weilert immediately contacted Henry Booth, Sprint's Manager Corporate Security, and committed to pay Sprint \$573.86 on or before August 18, 1995, if Sprint would restore his service. It was agreed and understood that Dr. Weilert's service would be restored the same day, upon the express condition that the past due balance was received by the extended due date. Should this condition not be met for any reason, the customer would once again have his service interrupted.

In an effort to maintain positive customer relations and in good faith reliance on Dr. Weilert's promise to pay, service was restored on August 15, 1995, only to be interrupted on August 21, 1995, because Dr. Weilert breached his covenant to submit payment.

Dr. Weilert contacted Sprint's business office and indicated he was currently in transit to submit payment on the outstanding balance and asked that the service be restored. Dr. Weilert was instructed that in order to reestablish his service, he must pay the outstanding balance by cash, cashier's check or money order. If Dr. Weilert was intending on paying by personal check, he must have a form of picture identification. It was during this conversation, that Dr. Weilert was informed that the delinquent toll charges were billed through AT&T. Dr. Weilert explained he never requested the PIC be changed to AT&T. The Sprint representative informed Dr. Weilert he must contact AT&T at the 1-800 number provided to him in order to negotiate any credit adjustment with respect to AT&T charges.

Dr. Weilert attempted to pay the outstanding balance of \$573.86 by personal check without proper picture identification. Sprint contacted Dr. Weilert's bank in order to confirm whether funds were available to process the check and the bank verified that Dr. Weilert had insufficient funds in his account to cover the bill. Dr. Weilert was then advised by Sprint that service would not be restored until a \$573.86 cash payment was received. In addition, Sprint would request that all future payments on the account be submitted in the form of cash, cashier's check or money order. The Sprint representative attempted to return Dr. Weilert's personal check in exchange for the paid receipt, but Dr. Weilert refused to return the receipt. Dr. Weilert returned the afternoon of the 21st of

August demanding the Sprint representative contact his bank in order to confirm funds were now available. The representative advised Dr. Weilert that the payment must be made in cash in order to have his service restored. Dr. Weilert became irate and demanded his personal check be returned to him, however, Dr. Weilert refused to exchange his payment receipt for his check. Dr. Weilert left the building once again and returned approximately an hour later with a \$573.86 cash payment. Once payment was received, Dr. Weilert's service was restored the same day satisfying his June and July bills. Dr. Weilert's account then reflected an unpaid balance of \$904.67 on the August bill. It was during Dr. Weilert's last visit to the Naples business office on August 21, 1995, in which he verbally threatened the Sprint representative he had spoken with earlier that day. Sprint's security department was notified and a complaint was filed with the Sheriff's department.

Dr. Weilert's outstanding balance of \$904.67, was not received by Sprint on or before September 8, 1995, and, in accordance with Sprint's General Exchange Tariffs, Dr. Weilert's service was once again interrupted. The following day, September 9, 1995, a payment in the amount of \$190.00 was received by Sprint, leaving an unpaid balance of \$714.67 in AT&T direct dial toll charges. Dr. Weilert's service was restored on September 9, 1995, due to the fact that Dr. Weilert was in dispute of the \$714.67 toll charges.

On September 12, the service was interrupted at the direction of the Sprint Security Department. When Dr. Weilert inquired regarding the interruption, he was informed to submit a \$117.87 payment and service would be restored. A \$120.00 payment was received at approximately 3:44 PM that same day and service was restored. On or about September 12, 1995, Dr. Weilert contacted the FPSC.

Upon receipt of the customer's FPSC complaint, Ms. Grigiski, Sprint's Collections Manager, contacted Dr. Weilert to discuss his concerns. Dr. Weilert stated he did not wish to discuss the matter and informed her Sprint would be hearing from the FCC, FPSC, Federal Trade Commission and his attorney and terminated the call.

Ms. Grigiski contacted AT&T and was advised that they had no record of ever having been contacted by Dr. Weilert. Ms. Grigiski again called Dr. Weilert on September 13th to reiterate the information previously provided regarding the need for him to contact AT&T to discuss the PIC change and disputed tolls. Dr. Weilert again terminated the call.

Ms. Grigiski contacted AT&T on September 18th, 25th, and 29th and was advised Dr. Weilert had still not called them. After Ms. Grigiski spoke to the AT&T representative on the 18th of September, Ms. Grigiski mailed Dr. Weilert a certified letter, which was signed for and received by Dr. Weilert on September 20th, urging him to contact AT&T regarding the disputed toll billing.

714.67
652.25
62.52
629.66
22.49
652.25
290.00
842.25
942.25
714.67
27.48

On November 2, 1995, Sprint identified that the customer's PIC was programmed to MCI when the service was installed. However, in June AT&T apparently issued the LOA because they continued to bill the customer direct dialed calls but he was not listed in their data base.

There was never any response to Ms. Grigiski's correspondence of September 18th. However, Earl Thompson, Collection Manager, mailed Dr. Weilert the attached letter on or about November 3, 1995. In the letter, Dr. Weilert was advised that given the doctor had not denied placing and benefiting from the AT&T calls, Sprint had applied a 25% credit to the charges to off-set any discount MCI may have provided. A credit of \$22.49 for late payment fees for the months of September and October was also applied to his account. Credits totaling \$629.66 would appear on the customer's November 13 billing.

On December 1, 1995, Dr. Weilert moved his service location. Telephone number 941 262-0002 was disconnected and 941 694-0207 established at 13738 Ox Bow Rd., Fort Myers, Florida. Sprint was the selected interexchange carrier.

A subscription order from AT&T changed the PIC to AT&T on December 13, 1995.

On January 23, 1996, service was denied for non payment of the December bill of \$256.61. Payment of \$256.61 was received that same day and service was restored.

Service was disconnected on February 21, 1996 due to the non payment of the January bill of \$584.31. Customer paid 584.31 and had service restored. On that same date the customer selected Sprint as his PIC. Sprint informed Dr. Weilert to call AT&T to dispute the toll and get an adjustment.

256.61
584.31

840.92

Sprint verified with AT&T that there had been no contact regarding the tolls and no adjustments were pending on February 28th. That same date the customer was notified that there was still \$112.23 outstanding from the January bill. Customer was once again reminded to call AT&T to dispute the tolls. Service was suspended. Payment of \$112.23 was received February 28 and service was restored that day.

On February 28th, a registered letter was mailed to the customer explaining the need to either contact AT&T regarding the disputed tolls, pay the balance due, or face suspension of service.

A bad check notice was received by Sprint from Dr. Weilert's bank on March 7th. Service was suspended for payment with check for which there were insufficient funds in the account to pay. The customer requested service be restored and assured payment would be made by noon on March 8th. No payment was received as promised and service was again suspended. A cash payment of \$54.31 was made on March 11th and service was restored.

As follow up to the February 28 letter, Dr. Weilert's service was suspended on March 11 due to non payment and no action as required in the letter. Dr. Weilert entered the Ft. Myers customer service location that day and made loud and threatening remarks. He was escorted from the office by the Ft. Myers City Police.

On March 18th, the \$417.77 for AT&T tolls were set aside as a formal dispute. Customer was to pay Sprint \$217.63.

Service was suspended on March 21st, for non payment of the \$217.63 as previously agreed.

Sprint agreed to set \$113.59 temporarily aside to allow restoration of service for a payment of \$104.04. A cash payment of \$104.04 was made on March 26th, and service was restored.

AT&T notified Sprint to give a \$208.88 credit to Dr. Weilert. That amount plus \$26.79 in tax credits were applied to the account on March 29th.

Since that date, Dr. Weilert has not made payments on either his outstanding balance nor his current account balance. Service was suspended for non payment of his \$1,384.08 outstanding balance on May 2, 1996.

In response to Dr. Weilert's request for a formal hearing, disputed amounts of \$182.10 for AT&T and \$122.47 for Sprint were established and set aside. The remaining balance of \$1079.51 remains unpaid.

No payments were received subsequent to May 2, so in accordance with Sprint's lawfully filed tariffs and FPSC rules, Dr. Weilert's service was permanently disconnected for non payment of the outstanding balance on May 20, 1996.

Sprint has continued to cooperate with Dr. Weilert in an attempt to resolve all valid issues involving his account. Sprint contends that the allegations contained in Dr. Weilert's complaint, which can be identified, are unsubstantiated and without merit. Sprint has followed all Florida Public Service Commission rules and regulations and complied with any and all State statutes in the disposition of Dr. Weilert's account.

Sprint trusts the information supplied is sufficient for the Commission to understand the events associated with this case. Should there be additional questions, please contact P. J. Merkle at 407 889-6403.

November 3, 1995

Mr. Michael Weilert
1543 Park Meadows Drive
Unit 3
Fort Myers, Florida 33907-3612

Reference: 941-262-0002-247

Dear Mr. Weilert:

Please disregard the letter dated and mailed to you on November 2.

After the letter was sent to you it was surmised that when your service was established in March, the carrier was programmed in S/UTF's local serving central office switch as AT&T instead of MCI. However, the business office records reflected the carrier was MCI as it was the carrier designated on the original service order. Furthermore, AT&T apparently issued the letter of authorization to Sprint/United Telephone in June to change your carrier because they continued to bill you for direct dialed toll calls, yet your account was not listed in their database. AT&T's letter of authorization was most likely intended to correct the records and establish your account in their database.

Based on our most recent determination, the extenuating circumstances associated with the incident and the fact you did not deny placing and benefiting from the calls, Sprint/United Telephone has applied a 25% discount to the AT&T tolls you were billed in order to off set any discount MCI may have provided. The AT&T tolls from March through June totaled \$2,260.70 x 25% for a credit adjustment of \$565.17. Additionally, two service restoration charge of \$20 each appearing on the September 13 bill have been credited on November 3 and a \$22.49 credit (\$13.57 and \$8.92 late payment charges for September and October respectively) was applied to your account. Credits totaling \$627.66 (plus tax) will appear on your November 13 billing statement.

Please accept our apology for any inconvenience this situation may have caused. If you would like to discuss the matter further, please call me at (941)-452-1000.

Sincerely,

Earl Thompson
Manager - Collections

CL/lr