

Direct Testimony of Dr. Michael Weilert

Before the Florida Public Service Commission

Docket No: 960811-TI

September 12, 1997

Q. Please state your name, position and business address.

A. My name is Dr. Michael Weilert. My position title is Principle, my address is HLMC and HMSY, 13738 Oxbow Road, Suite 100, Fort Myers, Florida 33905 and 401 Park Avenue South, New York, New York 20016

Q. How long have you been employed by the HMSY and HLMC?

A. Over 17 years since 1980.

Q. Please explain your responsibilities.

A. Principle.

Q. Have you testified before the Florida Public Service Commission previously?

A. Never.

Q. What has been your role in processing Health Liability Management Corporation's and Health Management Systems, Inc.?

A. Followed the procedures for application in consumating its compliance with Commission Rule 25-24.471, Florida Administrative Code, application for Certificate, and Section 364.337, Florida Statutes, Competitive Local Exchange Carrier, intrastate interexchange telecommunications services.

Q. When did HLMC and HMSY file its application with the Commission?
A. 15 months ago on July 8, 1996 and was postponed by the Commission Staff indefinitely because of AT&T, MCI, Sprint, Worldcom and Sprint United slamming HLMC and HMSY over 300 times in one year.

Q. Who received the business plan, GTE supporting evidence, certificate of registration Secretary of State of Florida Department of Corporations, audited and nonaudited balance sheets, annual financials, properforma, and future estimated earnings in the State of Florida signed by the CEO and CFO and taxes from from the year of 1980 till present, managerial staff in business plan, and new innovative intellectual properties telecommunications technologies, and State of Florida Public Service Commission application of Section 364.337 certificate?
A. Thomas Williams III, Anne Cussauex, Tim Devlin.

- ACK _____
- AFA 5 Q.
- APP 1 A.
- CAF _____
- CMU 3
- CTR _____ Q.
- EAG _____
- LEG 1
- LIN 3
- OPR _____
- RCR _____
- SEC 1 A.
- WAS _____
- OTH _____

DOCUMENT NUMBER-DATE
~~10716~~ OCT 17 97
FPSC-RECORDS/REPORTING

- Q. What conditions must an applicant for certification as an interexchange carrier meet in Florida?
- A. To become certificated the application must be in compliance with Commission Rule 25-24.471, Florida Administrative Code, which, in part, requires the applicant to file an application on Commission form PSC/CMU 31 (12/96) with a non-refundable application fee of \$250.00 and instructs that the Commission grant a certificate if that certification is in the public interest. The application must also be in compliance with Section 384.337, Florida Statutes, which, among other things, instructs in subpart (3) that the Commission grant the Certificate upon showing that the applicant has sufficient technical, financial, and managerial capability to provide such service in the geographic area proposed to be served.

- Q. What qualifications does HLMC and HMSY possess to meet these technical, financial and managerial capabilities?
- A. Financially, within Section 384.337, Florida Statutes, subpart (3), it requires that certification is mandated and becomes obligated by having \$25,000.00 unencumbered, which, HLMC and HMSY show proof of within their audited annual financials, the managerial capability are shown within the Business Plan of all of its Board Members, Executive Officers and employees and legal firms. Technologically Fibre Channel architecture, interface infrastructure and topology are, both, ANSI and ISO/IEC standards. Fibre Channel is a very recent revolution, in both, voice, data and video telecommunications. Fibre Channel is a unification of the telecommunication industry, peripheral computer and TV industry and network channel communication community, which, provides its own telephone exchange, gateway and backbone and provides over 1 Terrabyte of voice, data and video over all existing peripheral, network channel, and telecommunication protocols. These protocols allow it to deliver its dedicated channel transmissions up to distances of 16 million kilometers from the Internet and World Wide Web by providing a single set of high speed hardware and communication protocols for both. Fibre Channel will truly revolutionize the Telecommunication Industry by providing real-time, interactive, 3D full motion picture video into the next millenium and implement the public policy that the telecommunication industry in Florida should become truly competitive as soon as possible by facilitating the entry of all potential competitors. Fibre Channel will also substantiate the implementation of the public policy on February 8th, 1996, in which, The Commerce Commission, House of Representatives, Congress, President, and his Commission, reached and its decision of the Deregulation, Telecommunication, Act, Bill and Law for promoting competition and reducing regulation in order to secure lower prices and higher quality services for American telecommunications technologies as seen in report No. 104-204 Part I.

Sincerely,



Dr. Michael Wellert, Principle.

Health Liability Management Corporation.**Florida Tariff No. 1
Original Sheet 1****TITLE SHEET****FLORIDA TELECOMMUNICATIONS TARIFF**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided Health Liability Management Corporation, with principal offices at 13738 Oxbow Road, Suite 100, Fort Myers, Florida 33905. This tariff applies for services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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Fort Myers, FL 33905****EFFECTIVE: _____****DOCUMENT NUMBER-DATE****10716 OCT 17 97****FFSC-RECORDS/REPORTING**

CHECK SHEET

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date of the bottom of this page.

SHEET	REVISION	SHEET	REVISION
		26	Original
1	Original	27	Original
2	Original	28	Original
3	Original	29	Original
4	Original	30	Original
5	Original	31	Original
6	Original	32	Original
7	Original	33	Original
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24	Original		
25	Original		

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SYMBOLS SHEET

PLEASE INCLUDE THE FOLLOWING LIST OF SYMBOLS VERBATIM

The following are the only symbols used for the purposes indicated below:

- D - Delete Or Discontinue
- I - Change Resulting In An Increase To A Customer's Bill
- M - Moved From Another Tariff Location
- N - New
- R - Charge Resulting In A Reduction To A Customer's Bill
- T - Change In Text Or Regulation But No Change In Rate Or Charge

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TARIFF FORMAT SHEETS

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc, the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

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TARIFF FORMAT SHEETS

PLEASE INCLUDE A COPY OF THIS PAGE AS IT WILL HELP THE READER TO UNDERSTAND THE TARIFF FORMAT.

D. Check Sheets - When a tariff filing is made with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made for it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

YOU CAN USE THESE AND/OR ANY OTHER DEFINITIONS YOU WISH: JUST REMEMBER TO DEFINE HERE ANY UNUSUAL OR UNIQUE TERMINOLOGY USED IN THE BODY OF YOUR TARIFF.

Access Line - An arrangement which connects the customer's location to the Company's network switching center.

Authorization Code - A numerical code, one or more of which are available to a customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the customer for billing purposes.

Company or Carrier - Health Liability Management Corporation.

Customer - the person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

Day Rate Period - From 8:00 AM up to but not including 5:00 PM local time Monday through Friday.

Evening Rate Period - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

Holidays - The Company's recognized holidays are New Year's Day, Martin Luther King, Jr. Day, President's Day, Ground Hog Day, St. Patrick's Day, Memorial Day, July 4th, Labor Day, Christmas Day.

Night/Weekend Rate Period - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

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SECTION 2 - RULES AND REGULATIONS

INCLUDE IN THIS SECTION ALL OF THE RULES AND REGULATIONS. YOU WANT TO INCLUDE - LIMITATIONS, LIABILITIES, RESTORATION OF SERVICE, INTERRUPTION OF SERVICE, MAINTENANCE, BILLING PERIODS, REFUNDS/CREDITS, RESPONSIBILITIES OF THE CUSTOMER, FREQUENCY RESTRICTIONS, CANCELLATIONS, CPE, NON PAYMENT, ETC. THE FOLLOWING SUBSECTIONS DEALING WITH DEPOSITS AND ADVANCE PAYMENTS WILL BE IN THIS SECTION. RULE 25-24.49(3) FORBIDS COLLECTION OF ANY DEPOSITS, AND ANY ADVANCE PAYMENTS IN EXCESS OF ONE MONTH'S ESTIMATED CHARGES WITHOUT POSTING AN APPROPRIATE BOND OR OBTAINING A WAIVER OF THIS RULE. IF YOU DO NOT HAVE A BOND OR WAIVER YOU MUST STATE IN THIS SECTION SOMETHING TO THE EFFECT OF THE FOLLOWING:

2.1 Undertaking of Health Liability Management Corporation.

The Company's services and facilities are furnished for communications originating at specified points within the state of Florida under terms of this tariff.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

2.2 Limitations

2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.

2.2.2 The Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control, or when the customer is using service in violation of the law or the provisions of this tariff.

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SECTION 2 - RULES AND REGULATIONS

2.2.3 All facilities provided under this tariff are directly controlled by the Company and the customer may not transfer or assign the use of service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.2.4 Refusal or Discontinuance of Service by Company

As applicable, the company may refuse or discontinue telephone service under the following conditions provided that, unless otherwise stated, the customer shall be given notice and allowed a reasonable time to comply with any rule or remedy and deficiency:

2.2.4.A For noncompliance with or violation of any state or municipal law, ordinance, or regulation pertaining to telephone service.

2.2.4.B For the use of telephone service for any other property or purpose than that described in the application.

2.2.4.C For failure or refusal to provide the company with a deposit to insure payment of bills in accordance with the company's regulations.

2.2.4.D For neglect or refusal to provide reasonable access to the company for the purpose of inspection and maintenance of equipment owned by the Company.

2.2.4.E For noncompliance with or violation of the Commission's regulations or the Company's rules and regulations on file with the Commission, provided 5 working days' written notice is given before termination.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations (Cont.)

- 2.2.4.F For nonpayment of bills for telephone service, including the telecommunications access system surcharge provided that suspension or termination of service shall not be made without 5 working days written notice to the customer, except in extreme cases. The written notice shall be separate and apart from the regular monthly bill for service. The Company shall not, however, refuse or discontinue service for nonpayment of a dishonored check service imposed by the Company. The Company shall not discontinue service to any customer for the initial nonpayment of the current bill on a day the company's business office is closed or on a day the business office is closed.
- 2.2.4.G Without notice in the event of customer use of equipment in such manner as to adversely affect the Company's equipment or the Company's equipment or the Company's service to others.
- 2.2.4.H Without notice in the event of hazardous conditions or tampering with the equipment furnished and owned by the Company.
- 2.2.4.I Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.2.4.J In case of refusal to establish service, or whenever service is discontinued, the Company shall notify the applicant or customer in writing of the reason for such refusal or discontinuance.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations (Cont.)

2.2.4.K Service shall be initiated or restored when the cause for refusal or discontinuance has been satisfactorily adjusted.

2.2.5 Initiation and Continuance of Service

The following shall not constitute sufficient cause for refusal or discontinuance of service to an applicant or customer:

2.2.5.A. Delinquency in payment for service by a previous occupant of the premises, unless the current applicant or customer occupied the premises at the time the delinquency occurred and the previous customer continues to occupy the premises and such previous customer shall benefit from such new service.

2.2.5.B Delinquency in payment for separate telephone service for another customer in the same residence.

2.2.5.C Failure to pay for business service at a different location and a different telephone number shall not constitute sufficient cause for refusal of residence service or vice versa.

2.2.5.D Failure to pay for a service rendered by the Company which is not regulated by the Commission.

2.2.5.E Failure to pay the bill of another customer as guarantor thereof.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations (Cont.)

2.2.5.F

Failure to pay a dishonored check service charge imposed by the Company.

2.2.6

When a service has been discontinued for proper cause, the Company may charge a reasonable fee to defray the cost of restoring service, provided such charge is set out in its approved tariff on file with the Commission. See Section 3.4 for rate related information.

2.2.7

Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

2.3 Liabilities of the Company

2.3.1

The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which the aforementioned faults in transmission occur.

2.3.2

The Company shall be indemnified and held harmless by the customer against:

(A)

Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's facilities.

(B)

All other claims arising out of any act or omission of the customer in connection with any service or facility provided by the Company.

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SECTION 2 - RULES AND REGULATIONS

2.4 Interruption of Service

2.4.1 Credit allowance for the interruption of service which is not due to the Company's testing, adjusting, negligence of the customer, or to the failure of equipment provided by the customer, are subject to the general liability provisions set forth in 2.3.1 herein. It shall be the obligation of the customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any equipment furnished by the customer and connected to the Company's facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.

2.4.2 No credit shall be allowed for an interruption of a continuous duration of less than twenty-four hours after the subscriber notifies the Company.

2.4.3 The customer shall be credited for an interruption of more than twenty-four hours as follows:

Credit Formula:

$$\text{Credit} = A/B \times C$$

"A" - outage time in hours

"B" - 720 hours

"C" - total monthly charge for affected facility

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SECTION 2 - RULES AND REGULATIONS

2.5 Deposits

The Company does not require a deposit from the customer.

2.6 Advance Payments

For customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

2.7 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

IF YOU CHARGE OTHER THAN THE TARIFFED RATE FOR ANY OF YOUR SERVICES TO EMPLOYEES AS A BENEFIT, YOU MUST STATE THE COMPLETE DETAILS IN THIS SECTION.

2.8 Employee Concessions

Any employee of the Company in good standing for three months or longer may receive any of the Company's services 20% below the tariffed rate.

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SECTION 2 - RULES AND REGULATIONS

Sections 2.9 and 2.10 shown immediately below applies only to OSP companies provided to call aggregator locations (Hotels and Motels).

2.9 Conditions Governing Operator Service

The Company shall identify itself as "Health Liability Management Corporation", audibly and distinctly, to the end user at the beginning of each telephone call and again before the billed party incurs any charge for the call.

2.10 Special Conditions Governing Operator Services

- 1) Billing increment cannot exceed 1 minute.
- 2) Surcharge charged by the hotel must be collected at the time of check out.
- 3) Intra and InterLATA Intrastate Rates for Operator Services are Capped at the time of day AT&T, GTE and Regional Bell Operating Companies.
- 4) All 0- IntraLATA calls are routed to the local telecommunications provider.

Each customer subscribing to the Company's operator services must disclose the following information for both intra and interLATA intrastate services to transient end users by displaying the following information requirements on stickers or tent cards provided by the Company.

- 1) Company name - Health Liability Management Corporation
- 2) All OSP Operator Service Rates
- 3) IntraLATA and InterLATA Service Rates - dial 1-800 - XXX - XXXX or any operator at 9+0 for long distance rates.
- 4) Billing Procedures - all operator services and long distance rates will be billed to the end user through your local telephone company or to your credit card.

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2.10 Special Conditions Governing Operator Services (Continued)

- 5) IntraLATA and interLATA dialing instructions.
- 6) Instructions on how to reach emergency services.
- 7) Toll free number for customer service.
- 8) Instructions for how to access other OSPs.
- 9) Amount of any surcharge for local and long distance calls billed and collected by the call aggregator.

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SECTION 2 - RULES AND REGULATIONS

The Company provides a tent card for OSP calls.

An example of the Company's tent card is provided below:

Health Liability Management Corporation
13738 Oxbow Road, Suite 100
Fort Myers, Florida 33905
(941) 693-0216

TELEPHONE DIALING INSTRUCTIONS

- Front Desk.....Dial 0
- Room to Room.....Dial Room Number Desired
- Local Calls.....9 + Number (\$.50 Surcharge)
- Long Distance Calls.....8 + 1 + Area Code + Number (\$.50 Surcharge)
- Toll-Free Calls.....9 + 1 + 800 + Number
- Long Distance Calling Cards.....8 + 0 + Area Code + Number
- Operator Assisted.....After the tone, enter your calling card number or stay on the line for operator assistance.
- International Calls.....8 + 011 + Country Code + City Code + Number
- Emergency calls.....9 + 911

Operator services provided by Health Liability Management Corporation. Intrastate calls billed at AT&T, GTE and Regional Bell Operating Companies rates. All 0-intraLATA calls are routed to the local telecommunications provider. If you desire your call to be made by a carrier other than Health Liability Management Corporation, you may do so by dialing 9 + 10XXX. For specific rates please turn card over.

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Health Liability Management Corporation.

Florida Tariff No. 1
Original Sheet 19

SECTION 2 - RULES AND REGULATIONS.

BACK SIDE OF TENT CARD

Rate Information

To access the long distance carrier of your choice, dial the access code provided by that carrier or contact the carrier for more information.apped at AT&T long distance rates. For specific intraLATA, interLATA, or interstate rates, dial a Health Liability Management Corporation operator, or customer service at 1-800-222-0909.

Billing Procedure

Operator Service Calls will be billed through the Local Telephone Company or Credit Card Company designated by the caller. Health Liability Management Corporation's calls will be identified by name.

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SECTION 3 - DESCRIPTION OF SERVICE

THE FOLLOWING MUST BE INCLUDED IN THIS SECTION: HOW CALLS ARE TIMED, CALCULATION OF DISTANCE (INCLUDING FORMULA), MINIMUM CALL COMPLETION RATE, AND DESCRIPTIONS OF EACH SERVICE YOU ARE OFFERING. PLEASE REFER TO SECTION 25-24.485 (3) (a) (6) OF THE FPSC RULES GOVERNING INTEREXCHANGE CARRIERS FOR SPECIFIC REQUIREMENTS AND USE THE FOLLOWING FOR FORMAT REFERENCE.

3.1 Timing of Calls

3.1.1 When Billing Charges Begin and End For Phone Calls

The customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (i.e. When 2 way communication, often referred to as "conversation time" is possible.). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

3.1.2 Billing Increments

Unless otherwise specified in this tariff, the minimum call duration for billing purposes is 1 minute for a connected call and calls beyond 1 minute are billed in 1 minute increments.

3.1.3 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each call. In no instance shall the rounded rates exceed the OSP rate cap.

3.1.4 Uncompleted Calls

There shall be no charges for uncompleted calls.

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SECTION 3 - DESCRIPTION OF SERVICE

3.2 Billing of calls

3.2.1 Billing Payments and Adjustments

All charges due to the subscriber are payable at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported to the Company. Adjustments to customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

3.2.2 Sale of Telecommunications Services to Uncertificated IXCs Prohibited

Customers reselling or rebilling telecommunications services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

3.3 Payment of Calls

3.3.1 Late Payment Charges

Interest charges of 1 1/2% per month will be assessed on all past due balances.

3.3.2 Return Check Charges

A return check charge of \$25.00, if the face value of the check does not exceed \$50.00; \$30.00, if the face value is more than \$50.00 but does not exceed \$300.00; \$40.00, if the face value is more than \$300.00.; or 5 percent, whichever is greater, will be assessed for checks returned for insufficient funds.

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SECTION 3 - DESCRIPTION OF SERVICE

3.4 Restoration of Service

A reconnection fee of \$25.00 per occurrence is charged when service is re-established for customers who have been disconnected for non-payment.

THIS WILL SATISFY THE RULE REQUIRING THIS SECTION. HOWEVER, IF YOU WISH TO PROVIDE AN EXAMPLE OF THIS CALCULATION, FEEL FREE TO DO SO.

3.5 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA - NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

FORMULA:

The square root of:
$$\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}$$

3.6 Minimum Call Completion Rate

A customer can expect a call completion rate **[EXPRESSED AS A PERCENTAGE]** (number of calls completed / number of calls attempted) of not less than 90% during peak use periods for all FG D services ("1+" dialing).

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by:

Health Liability Management Corporation,
13738 Oxbow Road, Suite 100
Fort Myers, FL 33905

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SECTION 3 - DESCRIPTION OF SERVICE

Sections 3.7.1 and 3.7.1 shown immediately below applies only to OSP companies provided to call aggregator locations (Hotels and Motels).

3.7 Service Offerings

3.7.1 Health Liability Management Corporation InterLATA Operator Services

Health Liability Management Corporation InterLATA operator service rates are for InterLATA operator services offered by the Company. These rates include time and distance sensitive rates as well as surcharges.

3.7.2 Health Liability Management Corporation IntraLATA Operator Services

Health Liability Management Corporation IntraLATA operator service rates are for IntraLATA operator services offered by the Company. These rates include time and distance sensitive rates as well as surcharges.

3.7.3 Health Liability Management Corporation 1+ Dialing

The customer utilizes "1+" dialing, or "10XXX" dialing followed by "1+10 digits" for interLATA toll calls, or dials "10XXX" followed by "1+7 digits" or "1+10 digits" for intraLATA toll calls.

3.7.4 Health Liability Management Corporation Travel Cards

The Customer utilizes an 11 digit "800" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, followed by the ten digit number of the called party.

3.7.5 Health Liability Management Corporation 800 Service (Toll-Free)

This service is a direct access, incoming only, usage sensitive WATS offering. This is a service whereby a Customer can be billed at reduced rates for calls to his premises.

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by:

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SECTION 3 - DESCRIPTION OF SERVICE

3.7.6 Health Liability Management Corporation Prepaid Telephone Calling Cards

This service permits use of Health Liability Management Corporation Prepaid Telephone Calling Cards for placing long distance calls. Customers may purchase Health Liability Management Corporation Prepaid Telephone Calling Cards at a variety of retail outlets or through other distribution channels. Health Liability Management Corporation Prepaid Telephone Calling Cards are available in face values of five, ten, twenty-five and fifty dollars. The Health Liability Management Corporation Prepaid Telephone Calling Card Service is accessed using the Company's toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code, and then to enter the terminating telephone number. The Company's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed, the total consumed Telecom Units for each call, which includes applicable taxes, is deducted from the remaining Telecom Unit balance on the Customer's Health Liability Management Corporation Prepaid Telephone Calling Card.

All calls must be charged against a Health Liability Management Corporation Prepaid Telephone Calling Card that has a sufficient Telecom Unit balance. A Customer's call will be interrupted with an announcement when the balance is about to be depleted. Such announcement will occur when five minutes and when two minutes remain before the balance will be depleted, based upon the terminating location of the call.

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SECTION 3 - DESCRIPTION OF SERVICE

A card will expire 12 months from the date of purchase, or the date of the last recharge, whichever is later.

A credit allowance for the Health Liability Management Corporation Prepaid Telephone Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. A Customer may be granted credit for researching a wrong number. To receive proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the Health Liability Management Corporation Prepaid Telephone Calling Card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, reached wrong number, etc.), and the approximate time that the call was placed.

When a call charged to a card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one Telecom Unit.

Credit allowances for calls pursuant to the Health Liability Management Corporation Prepaid Card Service do not apply for interruptions that are due to the failure of power, equipment or systems not provided by the Company.

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.

The Company will block all calls beginning with the NPA "900" calls, NXX "976" calls, therefore, such calls can not be completed.

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by:

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SECTION 4 - RATES

REMEMBER TO INCLUDE INTRASTATE RATES ONLY - DO NOT INCLUDE INTERSTATE RATES UNLESS THE CUSTOMER NEEDS THEM TO CALCULATE THE INTRASTATE PORTION OF HIS/HER BILL.

THE RATES IMMEDIATELY BELOW REFLECT THE CURRENT OSP RATE CAP FOR OPERATOR SERVICES. OSP COMPANIES PURSUANT TO COMMISSION ORDER NO. 22243 CANNOT CHARGE MORE THAN AT&T RATES FOR OPERATOR SERVICES. IF YOU ARE UNABLE TO BILL TO THE NEAREST ONE-HUNDRED OF A CENT PER MINUTE, YOU SHOULD BILL YOUR RATES SO THAT IN NO INSTANCE WHERE THE RATES HAVE BEEN ROUNDED ARE THERE RATES ABOVE THE OSP RATE CAP.

4.1 **Health Liability Management Corporation Maximum OSP Rate Cap For InterLATA Operator Dialing, Person-To-Person, or Real Time Rated for Operator Station/Person-To-Person Billed to a Credit/Charge Card**

Miles	Day		Eve.		Night/Weekend	
	INITIAL MIN.	EACH ADD'L MIN	INITIAL MIN.	EACH ADD'L MIN	INITIAL MINUTE	EA. ADD'L MIN
0-10	\$0.20	\$0.20	\$0.15	\$0.15	\$0.12	\$0.12
11-22	0.22	0.22	0.17	0.17	0.13	0.13
23-55	0.25	0.25	0.19	0.19	0.14	0.14
56-124	0.27	0.27	0.19	0.19	0.15	0.15
125-292	0.28	0.28	0.19	0.19	0.16	0.16
293-430	0.28	0.28	0.2	0.2	0.16	0.16
431-824	0.28	0.28	0.21	0.21	0.16	0.16

* See Section 4.4 For Additional InterLATA Surcharges

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by: Health Liability Management Corporation,
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Fort Myers, FL 33905

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SECTION 4 - RATES

4.2 Health Liability Management Corporation Maximum OSP Rate Cap For Customer or Operator Dialed InterLATA Operator Service Calls Billed to the Operator Service Provider or Local Exchange Company's Calling Card

Miles	Day		Eve.		Night/Weekend	
	INITIAL MIN	EACH ADD'L MIN	INITIAL MIN	EACH ADD'L MIN	INITIAL MIN	EA. ADD'L MIN
0-10	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
11-22	0.25	0.25	0.25	0.25	0.25	0.25
23-55	0.25	0.25	0.25	0.25	0.25	0.25
56-124	0.25	0.25	0.25	0.25	0.25	0.25
125-292	0.25	0.25	0.25	0.25	0.25	0.25
293-430	0.25	0.25	0.25	0.25	0.25	0.25
431-624	0.25	0.25	0.25	0.25	0.25	0.25

* See Section 4.4 For Additional InterLATA Surcharges

4.3 Health Liability Management Corporation Maximum OSP Rate Cap For InterLATA Operator Station and Person-To-Person Sent Paid Coin Calls

Miles	Day		Eve.		Night/Weekend	
	INITIAL MIN	EACH ADD'L MIN	INITIAL MIN	EACH ADD'L MIN	INITIAL MIN	EA. ADD'L MIN
0-10	\$0.60	\$0.20	\$0.45	\$0.15	\$0.36	\$0.12
11-22	0.66	0.22	0.51	0.17	0.39	0.13
23-55	0.75	0.25	0.57	0.19	0.42	0.14
56-124	0.81	0.27	0.57	0.19	0.45	0.15
125-292	0.84	0.28	0.57	0.19	0.48	0.16
293-430	0.84	0.28	0.6	0.2	0.48	0.16
431-624	0.84	0.28	0.63	0.21	0.48	0.16

* See Section 4.4 For Additional InterLATA Surcharges

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SECTION 4 - RATES

4.4 **OSP InterLATA Rate Cap Surcharges**

	Billed To The Operator Service Provider	Billed To Local Exchange Co. Calling Card	Commercial Credit/Charge Card
Customer Dialed Calling Card Station	\$0.60	\$0.95	\$1.50
Customer Dialed/Automated	\$2.25	\$2.25	\$2.25
Customer Dialed and Operator Assisted	\$0.60	\$0.95	\$1.50
Customer Dialed-Operator Must Assist	\$2.25	\$2.25	\$2.25
Operator Dialed Calling Card			\$2.25
Collect (Station To Station)			\$2.35
Billed To Third Number (Station To Station)			\$2.30
Sent Paid-Non Coin (Station To Station)			\$2.05
Sent Paid Coin (Station To Station)			\$4.90
Person To Person			\$1.15
Operator Dialed Surcharge		Customer-Dialed Called Number \$0.85	Operator-Dialed Called Number \$1.15

• See Section 4.8 For Additional IntraLATA Surcharges

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by: Health Liability Management Corporation,
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SECTION 4 - RATES

THE RATES IMMEDIATELY BELOW REFLECT THE CURRENT OSP RATE GAP FOR OPERATOR SERVICES. OSP COMPANIES PURSUANT TO COMMISSION ORDER NO. 22243 CANNOT CHARGE MORE THAN ATT RATES FOR OPERATOR SERVICES. IF YOU ARE UNABLE TO BILL TO THE NEAREST ONE-HUNDRED OF A CENT PER MINUTE, YOU SHOULD BILL YOUR RATES SO THAT IN NO INSTANCE WHERE THE RATES HAVE BEEN ROUNDED ARE THERE RATES ABOVE THE OSP RATE CAP.

4.5 Health Liability Management Corporation Maximum OSP Rate Cap For IntraLATA Operator Dialing, Person-To-Person, or Real Time Rated for Operator Station/Person-To-Person Billed to a Credit/Charge Card

Miles	Day		Eve.		Night/Weekend	
	INITIAL MIN	EACH ADD'L MIN	INITIAL MIN	EACH ADD'L MIN	INITIAL MIN	EA. ADD'L MIN
0-10	\$0.18	\$0.18	\$0.13	\$0.13	\$0.11	\$0.11
11-22	0.2	0.2	0.15	0.15	0.12	0.12
23-55	0.23	0.23	0.17	0.17	0.13	0.13
56-124	0.25	0.25	0.17	0.17	0.14	0.14
125-292	0.26	0.26	0.18	0.18	0.14	0.14

* See Section 4.8 For Additional IntraLATA Surcharges

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by:

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SECTION 4 - RATES

4.6 Health Liability Management Corporation Maximum OSP Rate Cap For Customer or Operator Dialed IntraLATA Operator Service Calls Billed To The Operator Service Provider Or A Local Exchange Company Calling Card

Miles	Day		Eve.		Night/Weekend	
	INITIAL MIN	EACH ADD'L MIN	INITIAL MIN	EACH ADD'L MIN	INITIAL MIN	EA. ADD'L MIN
0-10	\$0.24	\$0.24	\$0.24	\$0.24	\$0.24	\$0.24
11-22	0.24	0.24	0.24	0.24	0.24	0.24
23-55	0.24	0.24	0.24	0.24	0.24	0.24
56-124	0.24	0.24	0.24	0.24	0.24	0.24
125-292	0.24	0.24	0.24	0.24	0.24	0.24

4.7 Health Liability Management Corporation Maximum OSP Rate Cap For IntraLATA Operator Station and Person-To-Person Sent Paid Coin Calls

Miles	Day		Eve.		Night/Weekend	
	INITIAL MIN	EACH ADD'L MIN	INITIAL MIN	EACH ADD'L MIN	INITIAL MIN	EA. ADD'L MIN
0-10	\$0.54	\$0.18	\$0.39	\$0.13	\$0.33	\$0.11
11-22	0.6	0.2	0.45	\$0.15	\$0.36	\$0.12
23-55	0.69	0.23	0.51	0.17	0.39	0.13
56-124	0.75	0.25	0.51	0.17	0.42	0.14
125-292	0.78	0.26	0.54	0.18	0.42	0.14

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SECTION 4 - RATES

4.8 **OSP Inter-ATA Rate Cap Surcharges**

	Billed To The Operator Service Provider	Billed To Local Exchange Co. Calling Card	Commercial Credit/Charge Charge Card
Customer Dialed Calling Card Station		\$0.95	\$1.10
Customer Dialed/Automated	\$0.60	\$1.10	\$1.10
Customer Dialed and Operator Assisted	\$1.10	\$0.95	\$1.10
Customer Dialed-Operator Must Assist	\$0.60	\$1.10	\$1.10
Operator Dialed Calling Card	\$1.10		
Collect (Station To Station)			\$1.10
Billed To Third Number (Station To Station)			\$1.10
Sent Paid-Non Coin (Station To Station)			\$1.10
Sent Paid Coin (Station To Station)			\$2.98
Person To Person			
Operator Dialed Surcharge		Customer-Dialed Called Number \$0.75	Operator-Dialed Called Number \$0.75

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SECTION 4 - RATES

Sections 4.9, 4.10, 4.11 And 4.12 Are Examples-No Rate Cap Applies

4.9 Health Liability Management Corporation 1+ Dialing

DAY	EVENING		NIGHT			
	1st 18 Sec. \$	Add'l 6 Sec. \$	1st 18 Sec. \$	Add'l 6 Sec. \$		
InterLATA	0.069	0.23	0.06	0.02	0.045	0.015
IntraLATA	0.051	0.017	0.048	0.016	0.042	0.014

Installation Fee: \$5
Monthly recurring charge: \$10

SECTION 4 - RATES

4.10 Health Liability Management Corporation Travel Cards

DAY	EVENING		NIGHT			
	1st 18 Sec. \$	Add'l 6 Sec. \$	1st 18 Sec. \$	Add'l 6 Sec. \$		
InterLATA	0.069	0.023	0.06	0.02	0.045	0.015
IntraLATA	0.051	0.017	0.048	0.016	0.042	0.014

Monthly recurring charge: \$5
A surcharge of \$.35 will apply per call.

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SECTION 4 - RATES

4.11 Health Liability Management Corporation 800 Service

DAY	EVENING		NIGHT	
	1st 18 Sec. \$	Add'l 6 Sec. \$	1st 18 Sec. \$	Add'l 6 Sec. \$
InterLATA	0.069	0.023	0.06	0.02
IntraLATA	0.051	0.017	0.048	0.016

Installation Fee: none
Monthly recurring charge: \$20

SECTION 4 - RATES

4.12 Prepaid Calling Cards

Prepaid Calling Cards are available in \$5.00, \$10.00, \$25.00, and \$50.00 Unit denominations. There are no surcharges for this service. Billing increments for the initial and additional minutes are one minute. Prepaid Calling Cards may be recharged in \$1.00 increments (minimum \$5.00). Prices are inclusive of taxes and apply twenty-four hours per day, seven days per week.

Price Per Telecom Unit (Telecom Units are in 1 minute increments for all intrastate calls.)

\$.25

4.13 Special Promotions

IF YOU WANT TO OFFER SPECIAL PROMOTIONS YOU WILL HAVE TO PUT IN A SECTION EQUIVALENT TO THE ONE BELOW. PLEASE REFER TO RULE NUMBER (25-24.485 (1) (i)).

The company will, from time to time, offer special promotions to its customers waiving certain charges. These promotions will be approved by the FPSC with specific starting and ending dates.

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SECTION 4 - RATES

4.14 Special Rates For The Handicapped

4.14.1 Directory Assistance

There shall be no charge for up to fifty calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of 50 within a billing cycle.

4.14.2 Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

4.14.3 Telecommunications Relay Service

For intrastate toll calls received from the relay service, the Company will, when billing relay calls, discount relay service calls by 50 percent of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice nonrelay call. The above discounts apply to per call charges such as a credit card surcharge.

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