

TC98-200

TC98-200

DOCKET NO.

In the Matter of

IN THE MATTER OF THE COMPLAINT
FILED BY DON FINN ON BEHALF OF
LAKE AREA HOSPITAL, WEBSTER,
SOUTH DAKOTA, AGAINST AT&T
COMMUNICATIONS OF THE MIDWEST,
INC. REGARDING OVERCHARGES

Public Utilities Commission of the State of South Dakota

DATE

MEMORANDA

11/4/98 Received;
11/13/98 Rejected;
11/19/98 Weekly Letter;
12/4/98 Order finding Probable Cause and Notice Requirements;
12/24/98 AT&T's Answer to Lake Area Hospital's Complaint;
5/17/99 Letter Requesting Withdrawal of Complaint;
6/22/99 Order dismissing Complaint and Closing Docket;
7/22/99 Docket Closed

TC98-200 RECEIVED
BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

500 E. Capitol, State Capitol Building, Pierre SD 57501

NOV 14 1998
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

COMPLAINT

Complainant(s): (Persons filing the complaint)		Respondent(s): (Persons or Company complained against)	
Name	Don Finn, Administrator	Contact Person	Maureen Halversen
Address	Lake Area Hospital N. 1st St	Company	AT&T
City, State, Zip	Webster, SD 57274	Address	
Home Phone		City, State, Zip	
Work Phone	605.345.3336	Work Phone	732.805.2332
Cellular Phone		Cellular Phone	
Fax #	605.345.3336	Fax #	732.805.1233

If the Complainant is represented by an attorney, please list the attorney's name, address, telephone number and fax number below. (If Complainant is not represented by an attorney, please leave blank.)

These are the facts giving rise to my complaint:

Please find attached a chronological history of our issues/concerns with AT&T. Also attached are copies of the documentation we have compiled over the last 18 months. I have only included several copies of phone bills at this time but can certainly forward more if necessary. We believe we were overbilled because of a "technical" glitch and no one from AT&T would take the time to resolve the situation. Instead of assistance, we experienced lots of finger pointing and were being overcharged in the meantime. We have exhausted all of our options in trying to find some sort of resolution.

NOTE: Please attach additional pages, if necessary, to explain your situation. Also enclose copies of any bills or other documents which may pertain to your complaint.

RESOLUTION REQUEST

I ask that the Public Utilities Commission grant the following relief. (What do you think the Commission should do to solve this problem?)

We believe that AT&T should reimburse us for the amount we were overcharged and clear the bill that we discontinued. We have spent an enormous amount of time and energy on this situation when we have serious matters that go on in any health care organization. We would also appreciate some compensation for our time and labor involved.

NOTE: Please attach any additional pages, if necessary.

VERIFICATION

Complainant's signature must be witnessed by a notary public.

Complainant's Signature

Date

State of South Dakota

County of

On this 3rd day of November, 1998.

before me personally came and appeared Donald S. Finn, known to me to be the individual described herein and who executed the foregoing instrument, and who duly acknowledged to me that he/she executed same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Signature of Notary Public

(SEAL)

My commission expires: 2-19-2004

January 1997	New administrator requests previous Materials Manager to find a lower rate for our long distance telephone calls because of unusually high phone expenses
March 1997	Previous Materials Manager works on an agreement with AT&T (Rich Bohlen, rep) to provide \$0.10 per minute
April 1997	Agreement signed 4-17-98 but continue to receive long distance phone bills from both AT&T and ITC but should only be AT&T. AT&T prices look OK but the ITC ones do not reflect our new agreement. AT&T, ITC and Pro-Link all working on solving the problem to get us correct pricing. Lots of finger pointing. Phones programmed to pick correct access code, but doesn't help.
October 1997	I become new Materials Manager and inherit this situation. Because we still have not received correct pricing, I, along with the administrator, Pro-Link and Rich Bohlen decide to have dialers installed in order to correct the problem.
November 1997	Bills still keep coming from both AT&T & ITC. I try working with Rich Bohlen (AT&T rep) to resolve this and make no headway.
January 1998	AT&T customer service puts me in touch with Sue Murphy to help resolve the situation. I talk with her several times and she talks to both ITC & Pro-Link. Faxed lots of info to her. Still no resolution.
February 1998	Because we are still getting screwed by everyone, we decide to cancel this AT&T plan and sign up with DTG long distance. I notify Rich Bohlen who originally signed us up with AT&T.
March 1998	After receiving our first bill from DTG it becomes apparent that only some of the calls are going thru DTG and some still going thru ITC. DTG said the problem was the local ITC switch in Webster would not accept the dialing rate and calls were being sent thru ITC instead of DTG.
June 1998	DTG gets it straightened out and we now have long distance with DTG and our lines from ITC. Administrator attends a local meeting with PUC Commissioner Laska Schoenfelder also in attendance. He explains the difficulties we have been experiencing with AT&T, ITC and Pro-Link. Someone from the PUC contacts ITC regarding this and then ITC requests a meeting with us. The administrator and myself meet with ITC's Dean Anderson and Jerry Hieberger on June 24. Jeff Heidema from DTG also joins us for a brief time via speaker phone.

July 1998	Dean Anderson works on our behalf with AT&T for some reimbursement for the time we were over billed. Also during the last several months we continue to get bills from AT&T indicating that our contract was never discontinued because now they want us to pay the minimum amount (600 some dollars). But we notified Rich Bohlen of our decision to discontinue business with AT&T back in February. I forward this bill to Rich Bohlen for him to resolve, also Dean Anderson tries to resolve it.
August 1998	Dean Anderson summarizes current status
October 1998	I call PUC Executive Director Bill Bullard to find out if we have any options left. He suggests we file a formal complaint with the PUC and they will see what can be done. In the meantime we get another AT&T bill from the plan we discontinued in February and its now up to almost \$2000.
November 1998	Filed formal complaint with the PUC

Submitted by: Ann Thorson, R Ph
 Director of Materials Management
 November 3, 1998

01500.49.4

NEXT

DOCUMENT (S)

BEST IMAGE

POSSIBLE

AT&T
1210 Park Drive
Milbank, SD 57252

Fax Cover Sheet

DATE: March 31, 1997 TIME: 1:10 PM

TO: Doug Fallbaum PHONE: (605) 945-0355
Lake Area Hospital FAX: (605) 945-0355

FROM: Rich Bohlen PHONE: (605) 734-6715
 FAX: (605) 432-8335

RE: AT&T Option 2 Proposal

CC:

Number of pages including cover sheet: 7

Enc. Attached is a proposal for long distance service for the Lake Area Hospital. The cost figures are found at the bottom of page 3. I will call after lunch to answer any questions. I look forward to working with you.

Rich Bohlen

6. 94. 851-8

A Partnership for the Future

AT&T OPTIONS SERVICE

Designed For

LAKE AREA HOSPITAL

PREPARED BY:
Rich Bohlen
AT&T

Executive Summary

AT&T is proposing a customized solution that gives Lake Area Hospital the easiest way to enjoy AT&T's world-class quality AND bottom-line value, company-wide. This solution delivers improved functional and overall communications performance by combining all your Inbound Toll Free, Outbound and International calls in a single plan. Lake Area Hospital will get clear value in an easy to understand and simple to maintain package, backed by the service and reliability of AT&T. The AT&T solution will:

- Provide a single monthly discount structure.
- Provide unsurpassed network service reliability which is critical to the success of your company.
- Provide a single, easy to manage communications plan.
- Give you maximum discount power by combining calling from all locations, including calling cards.
- Improve budgeting by providing a simple pricing structure.
- Save you time managing your telecommunications network and expenses.

Current Environment

Lake Area Hospital faces the tough business challenges of a competitive environment. Your company must address business issues including:

- Controlling expenses.
- Improving your capability to provide quality customer service.
- Managing growing and changing aspects of your business while maintaining a sustainable competitive advantage.

AT&T expertise and people can work with you to improve your use of communications services. Effective control and use of your communications asset can directly support your current and future business objectives.

The following proposal outlines AT&T's recommendation for helping you meet your business needs.



Proposed Solution

We recommend a comprehensive AT&T communications package that can be customized to allow you to:

- **Receive Increased Value By:** Combining all usage from all locations on one simplified invoice for potential higher discounts.
- **Improve Effectiveness By:** Creating specific inbound toll free customized call routing plans to fit your business needs.
- **Minimize Toll Fraud:** With around the clock monitoring of domestic inbound toll free service and direct dialed international traffic to the top toll fraud countries.

AT&T Option S Service is a service offering which can add value to your business operation by providing you with a comprehensive telecommunications solution that:

- Gives you a simple way to manage telecommunications costs which requires less of your time each month.
- Provides you with a reliable service which allows you to reach your customers and your customers to reach you.
- Offers a provision which may help your company deal with certain unforeseen future events.
- Provides you with a simple, easy to understand pricing structure to help you accurately assign expenses incurred and monitor budgets within business departments, locations or groups.

Installation

Lake Area Hospital will be able to enjoy the benefits of AT&T Option S Service in a time frame scheduled to meet your needs. Our AT&T Option S Service Customer Care Center is staffed by experienced personnel who will meet your expectations for installation on the agreed upon dates.

Financial Analysis Scope

In February 1997 Lake Area Hospital was using 2522 minutes of long distance service. The cost per minute ranged from \$.31 to \$ 2.35 per minute of use. The total cost of February's long distance was \$624.99. The



A Partnership for the Future

AT&T and

'balance of the charges were for access and the cut over for the new phone system. It appears access charges will be approximately \$450.00 per month.

Lake Area Hospital's cost per minute of long distance from AT&T will be \$.108 per minute in peak calling periods (8:00 AM to 5:00 PM Mon. through Fri.). During off peak periods your cost per minute will be \$.101. Assuming 85% of the hospital's calls were made during peak calling periods and 15% of the calls were made in off peak periods the blended rate will be \$.104 per minute.

At the February usage of 2522 minutes, AT&T's offer of \$.104 per minute would save Lake Area Hospital \$362.71 on that bill, a savings of 58%.

A further recommendation would be the installation of an 800 number to be used by the hospital staff when out of town on hospital business.

AT&T will credit the hospital \$600.00 for programming their phones to pick the AT&T network or use the credit to install Daters.

AT&T will design a tailored solution best suited for your business. Your dedicated AT&T account executive will work to clearly understand your business and its needs. The solution will consider the following:

- Your current service usage, access types and calling patterns.
- The effect on your business if it takes hours rather than minutes to re-route your calls.
- The effect on your customers if they cannot reach you.
- The importance of having quality network call completion.
- The value to you of having a single monthly discount structure given your financial requirements.

To help Lake Area Hospital control expenses, AT&T Option S Service offers:

- An easy to understand discount structure with month, month, 12, 24 or 36 month term plan agreements.
- A fast track to higher discount levels when you commit for a longer period of time.
- Clear, straight-forward single discount rate for all eligible calls.



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AT&T, the AT&T logo, and the globe icon are trademarks of AT&T Knowledge Ventures, L.P.

Why AT&T and AT&T Option S Service?

AT&T offers Lake Area Hospital unsurpassed reliability, security and value!

Network Reliability

- Real Time Network Routing (RTNR) provides over 130 alternate paths to complete a call.
- FASTAR[®]. AT&T's self healing capability instantaneously and automatically determines spare network capacity and selects the most efficient route around a problem. In disasters, AT&T has restored thousands of circuits in minutes!
- AT&T completes over 99% of all call attempts on the first try.
- AT&T NetPilot[®] (NET) Service monitors the network for toll fraud.

Flexibility and Convenience

- **Improve Management Control and Discount Power!** AT&T Option S Service is a bundled network offering which combines inbound toll free, outbound long distance, and international traffic for up to 20 locations to enhance manageability.
- **Easy to Understand!** AT&T Option S Service offers a simplified discount plan to meet your business needs.
- **Fast, Effective Customer Service!** A Customer Care Toll Free number is provided with the service to address customers' installation, maintenance and billing concerns.



AT&T Technology
is the solution to your
business needs.

AT&T is a leading provider of telecommunications services. We offer a wide range of services to meet your business needs. Our services include long distance, toll free, and international calling. We also offer a variety of other services, including data communications and network management.

Option S Terms and Conditions

The following is a summary of certain Tariff and Contract Tariff terms, and a listing of additional contract terms. For complete rates, terms and conditions, please consult the current text of Section 6.13.4 of AT&T Tariff F.C.C. No. 1 (all applicable portions of that Tariff and Contract Tariff No. 961 and 1064 on file with the Federal Communications Commission (collectively the "Tariff").

SUMMARY OF IMPORTANT TARIFF AND CONTRACT TARIFF TERMS

Service Offered

AT&T Option S offers basic transport service. It excludes other plans and certain extra features, such as the AT&T MAXIMUM ADVANTAGE and participation in the Global ContactsSM co-marketing benefits.

Charges for Service: Revenue Commitment

Basic usage rates for inbound and outbound (BOO) service are specified in Section 6.13.4 of AT&T Tariff F.C.C. No. 1; discounts are specified in the Contract Tariff, depending upon the term and usage commitment selected. In addition, if you wish to establish inbound service on your AT&T Option S plan, there is a \$30.00 non-recurring charge (\$35.00 if your inbound service is customized), and a \$10.00 per month recurring charge. Additional charges may apply for inbound service from Canada.

Conditions of Service

THIS CONTRACT TARIFF HAS BEEN DESIGNED TO RESPOND TO COMPETITIVE CIRCUMSTANCES AFFECTING SPECIFIC CUSTOMERS. YOU REPRESENT THAT YOU HAVE A COMPETING OFFER OF COMPARABLE SERVICE FROM ANOTHER FIRM AT A PRICE EQUAL TO OR LESS THAN THE PRICE MADE AVAILABLE IN THIS CONTRACT. This contract is also conditioned upon retail and wholesale Tariff and Contract Tariff effectiveness. Any conflict between this summary and the terms of AT&T's Tariff must be resolved in favor of the AT&T Tariff. Service will commence under this Agreement as soon as AT&T can reasonably provision facilities.

Early Termination—Except for when terminations are excused, Customers who terminate their AT&T Option S prior to the end of the full term (or renewal term) will be assessed a termination charge. The amount will be one-twelfth of the annual commitment for each month remaining in the term, times 35%.

Availability—One AT&T Option S Contract Tariff per Customer. Customer's AT&T Option S Contract Tariff is limited to 20 locations, and to monthly usage of no more than the amount specified in the Contract Tariff.

Limitations of Liability—THE TERMS OF AT&T'S TARIFF LIMIT AT&T'S LIABILITY IN A NUMBER OF RESPECTS, INCLUDING DAMAGES (OTHER THINGS) BARRING CLAIMS FOR CONSEQUENTIAL DAMAGES. PLEASE CONSULT THE TARIFF FOR DETAILS.

ADDITIONAL CONTRACT TERMS

NO WARRANTIES—EXCEPT FOR ANY EXPRESS WARRANTIES IN THE TARIFF OR IN THE Contract Tariff, AT&T EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (AMONG OTHER THINGS) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Governing Law—To the extent not governed by federal law, this Agreement shall be governed by the domestic law of the State of New York.

Publicity—Neither party shall publish or use any advertising, sales promotions, press releases or other publicity materials concerning or relating to this Agreement which use the other party's name, logo, trademarks or service marks without the prior written approval of the other party. Neither party is licensed by this Agreement to conduct business under any name, logo, trademark, service mark or trade name (or any derivative thereof) of the other party.

Business Downtime—In the event of a business downtime beyond the Customer's control that results in the Customer's inability to meet revenue and/or volume commitments under this contract, AT&T and Customer will cooperate in efforts to develop a mutually agreeable alternative proposal that will satisfy the concerns of both parties and comply with all legal and regulatory requirements. This provision shall not apply to a change resulting from a decision by the Customer to reduce the use of telecommunications or to transfer portions of its traffic or projected growth to carriers other than AT&T.

AT&T's relationship with Customer under this Agreement shall be that of an independent contractor.

Entire Agreement—THIS AGREEMENT, THE CONTRACT TARIFF, AND THE APPLICABLE TARIFF CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SERVICES TO BE PROVIDED HEREUNDER. THIS AGREEMENT SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, REPRESENTATIONS, STATEMENTS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, CONCERNING SUCH SERVICES OR THE RIGHTS AND OBLIGATIONS RELATING THERETO. No charge, modification or waiver of any of the terms of this Agreement, except for effective revisions to AT&T's Tariffs, shall be binding unless reduced to writing and signed by a duly authorized representative of both parties.





Option S Agreement

FOR OFFICIAL USE ONLY					
Company Name Lake Area Hospital			AT&T product NORTH-CENTRAL		
Contract Name/Title Doug Fellbaum			Contract Name/Title Rich Bulken		
Address PO Box 489			Address 1210 PARK		
City/Weather	State	Zip Code	City/Weather	State	Zip Code
	SD	57274-7489	Cur. Millbank	SD	57252
Contract Phone Number 605-345-1130			Contract Phone Number 605-432-7050		
Contract Fax Number 605-345-1130			Contract Fax Number		

The terms of service, list prices, and Term Plan Discounts are provided in the Tariff. The term Plan Discount rates listed below are in place of the term plan or similar discount rates provided in 6.15.4 of AT&T Tariff FCC No. 1. A summary of Tariff terms, and additional terms and conditions, are listed on the back of this form.

Term	Inbound	Domestic Outbound	International Outbound
	Discount	Discount	Discount
☐ Monthly	4%	4%	5%
☐ 12 Months	45%	40%	12%
☒ 24 Months	45%	42%	42%
☐ 36 Months	47%	44%	42%
Gross Average Monthly Commitment Level			
☒ \$200	☐ \$1,000	☐ \$5,000	☐ \$5,000

The Gross Average Monthly Commitment must be met each month, subject to annual review. If the commitment is not met, a bill will be rendered for the difference between the committed amount for the period, and the actual billed amount. Certain calls such as directory assistance, 800 and conference calls do not count towards meeting the commitment.

The Service and pricing Plan you have selected will be governed by the rates and terms and conditions in the appropriate AT&T Tariff, as may be modified from time to time. Your Signature acknowledges that you have read and understand the terms and conditions under which the service selected will be provided and that you are duly authorized to make the commitment and to order service under these terms.

Doug Fellbaum
Customer Authorized Signature

Branch Manager Signature

CMAA Authorization

Date

Date

015500.49.13

FACSIMILE

To: Rich Brien
Fax #: 605-432-5636
Re: bill
Date: January 7, 1998
Pages: 4, including this cover sheet.

Rich,

Please find copies of ITC bill. Please get back to me as soon as possible.

Thanks,
Ann

From the desk of
Ann Stadick Thorson, R.Ph.
Director of Pharmacy
Lake Area Hospital
North 1st Street
Webster, SD 57274
(605) 345-3336
Fax: (605) 345-3336

INTER
OFFICE

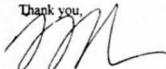
MEMO

To: Sue Murphy
From: Ann Stadick Thorson, R.Ph.
Subject: Telephone bill
Date: January 16, 1998

Sue,

Please find enclosed copies of the December and January phone bills from Lake Area Hospital. Also enclosed is the AT&T contract. Please review for rebilling and reimbursement because of problems with billing/contract and overcharging we have been experiencing.

Thank you,


Ann Thorson

cc: Don Finn, Administrator

*Added to her file of 1/16/98 (2/1/98)
→ discuss K as per pre-link
→ she would check
w/ PTC now
1-23-98 - left message to call me*

0150494115

Lake Area Hospital

North 1st Street
Webster, SD 57274
e-mail: labrc@netel.com
Fax & Phone: (605) 345-3336

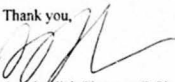
February 4, 1998

AT&T
Rich Bohlen
1210 Park Drive
Milbank, SD 57252

Rich,

We have decided to discontinue our long distance telephone services with AT&T.

Thank you,



Ann Stadick Thorson, R.Ph.
Materials Manager, Lake Area Hospital

cc: Don Finn, Administrator Lake Area Hospital

01505116

MEMORANDUM

To: Jeff
From: Ann Stadick Thorson, R.Ph.
Subject: Lake Area Hospital phone billing
Date: March 17, 1998

Jeff,

As per our discussion on March 5, I am forwarding copies of our ITC long distance phone bill for your review. Any adjustment you can see fit to make would be greatly appreciated. We are thankful to you for taking the time to assist us with our long distance problems. Unfortunately, our experience with AT&T and ITC has not been a positive one and we are hopeful that DTG can really make things happen. Also, we are waiting to hear from ProLink regarding the possibility of eliminating the need for dialers as we previously discussed.

Respectfully,

Ann Thorson, R.Ph.

■

To: Rich Bohlen
 Fax #: 605-432-5636
 Re: bill
 Date: June 10, 1998
 Pages: 5, including this cover sheet.

FACSIMILE

Rich,

Thanks for reviewing this bill from June, as we discontinued AT&T services 2-98. It looks like we may have continued paying these bills after February because they were so small, but only now realized we shouldn't have been.

Ann

6/24/98
 met with Ann
 & Jerry from 9:30
 to about noon
 (myself, Ann, & Jerry)
 set up for 5/98 on
 phone.

called 6/24/98 &
 he has requested
 an adjustment
 on this bill

From the desk of...

Ann Stadick Thorson, R.Ph.
 Director of Pharmacy, Lake Area Hospital
 E-mail: lathn@lathn.com
 North 1st Street
 Webster, SD 57274

(605) 345-3336
 Fax: (605) 345-3336

Account Number	Bill Date	Payment Due Date
020 245 9399 001	MAY 18, 1998	JUN 18, 1998


LAKE AREA HOSP FOUNDATION
PO BOX 489
WEBSTER SD 57274-0489

REF # 605 345 3328

NATL MEDICAL DIAGNOSTICS
AT&T SERVICE MEMBERSHIP DISCOUNT PLAN
Discount Activity

DISCOUNT ACTIVITY FOR ENTIRE ACCOUNT	DISCOUNT AMOUNT
<i>Your annual commitment is \$1,400.00. This month's usage of \$.00 is being included in the amount needed to reach your annual commitment. You have accumulated a total of \$1,824.62 over 12 month(s). Therefore, to meet your annual commitment, your account is being assessed \$575.38.</i>	
LONG DISTANCE SERVICE Flex Plan Charges for Conditions Not Met	\$575.38
SUBTOTAL	\$575.38
TOTAL	\$575.38

ACCOUNT	EXPLANATION	USAGE ELIGIBLE FOR DISCOUNT	DISCOUNT PERCENTAGE	DISCOUNT AMOUNT*
NATIONAL 020 245 9399 001 LAKE AREA HOSP FOUNDATION PO BOX 489 WEBSTER SD 57274-0489	LONG DISTANCE SERVICE AT&T Service Plan Charge For Commitment Not Met			\$575.38
	SUBTOTAL			\$0.00
	TOTAL			\$575.38

* Due to rounding the location discount may differ slightly from the total discount at the national level.

C O V E R

S H E E T

FAX

To: Jerry Hieberger
Fax #: 605-874-2014
Subject: info
Date: June 18, 1998
Pages: 8, including this cover sheet.

COMMENTS

Please find attached information.

Thanks,
Ann

From the desk of ..

Ann Stadick Thorson, R.Ph.
Director of Pharmacy, Lake Area Hospital
E-mail: asth@lathel.com
North 1st Street
Webster, SD 57274

(605) 345-3338
Fax: (605) 345-3336

01500.49.20
To: Jerry Heiberger, ITC
From: Ann Thorson, R Ph., LAH
Date: 6-18-98

Contact Persons

ITC	Crystal *see attached ITC flyer, maybe you can recognize the handwriting of this person, cannot recall name Kent (plant mgr) Bill Renneker Mark Bierman
AT&T	Rich Bohlen 432-7989 Sue Murphy 1-800-218-5136 Elizabeth Ortega 1-800-524-2455
Pro-Link	Rick Stugelmayer 1-605-225-7070 Pat
DTG	Jeff Heidema 1-888-269-4384

Jan - Feb of 1997 Administrator requested Materials Manager find a lower rate for long distance telephone calls because of unusually high phone expenses.

March 1997. Signed agreement with AT&T for \$0.10 per minute

Did not see any decrease in total phone expenses (At&T, Pro-Link, ITC all supposedly working on determining problem). Tried programming phones - didn't help. Put in dialers and double checked those - didn't help. So in Feb 1998, because of no resolution, cancelled AT&T contract and signed with DTG.

First bill from DTG did not reflect all long distance calls, many still showing up on ITC bill.

DTG found the problem to be the ITC local switch in Webster would not accept the dialing rate and calls were being sent thru ITC instead of DTG. DTG got it straightened out and we now are paying them reasonable rates for long distance and ITC bills us for the lines.

Please realize I am not an expert in communications and don't claim to be. But I do know what the bills look like and work from that vantage for problem resolution.

Thanks,
Ann

01500
49
21

Option S Terms and Conditions

The following is a summary of certain Tariff and Contract Tariff terms, and a listing of additional contract terms. For complete rates, terms and conditions, please consult the current text of Section 6.13.4 of AT&T Tariff F.C.C. No. 1, all applicable promotional sections of that tariff, and Contract Tariff No. 961 and 1094, on file with the Federal Communications Commission (collectively, the "Tariff").

SUMMARY OF IMPORTANT TARIFF AND CONTRACT TARIFF TERMS

Service Offered

AT&T Option S offers basic transport service. It excludes other plans and certain extra features, such as the AT&T MAXIMUM ADVANTAGE, and participation in the Global ContactsSM co-marketing benefits.

Charges for Service, Revenue Commitment

Basic usage rates for outbound and inbound (800) service are specified in Section 6.13.4 of AT&T Tariff F.C.C. No. 1; discounts are specified in the Contract Tariff, depending upon the term and usage commitment selected. In addition, if you wish to establish inbound service on your AT&T Option S plan, there is a \$30.00 non-recurring charge (\$35.00 if your inbound service is customized), and a \$10.00 per month recurring charge. Additional charges may apply for inbound service from Canada.

Conditions of Service

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Early Termination—Except for when terminations are excused, Customers who terminate their AT&T Option S prior to the end of the full term (or renewal term) will be assessed a termination charge. The amount will be one-twelfth of the annual commitment for each month remaining in the term, times 35%.

Availability—One AT&T Option S Contract Tariff per Customer. Customer's AT&T Option S Contract Tariff is limited to 20 locations, and to monthly usage of no more than the amount specified in the Contract Tariff.

Limitations of Liability—THE TERMS OF AT&T'S TARIFF LIMIT AT&T'S LIABILITY IN A NUMBER OF RESPECTS, INCLUDING (AMONG OTHER THINGS) BARRING CLAIMS FOR CONSEQUENTIAL DAMAGES. PLEASE CONSULT THE TARIFF FOR DETAILS.

ADDITIONAL CONTRACT TERMS

NO WARRANTIES—EXCEPT FOR ANY EXPRESS WARRANTIES IN THE TARIFF OR IN THE Contract Tariff AT&T EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (AMONG OTHER THINGS) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Governing Law—To the extent not governed by federal law, this Agreement shall be governed by the domestic law of the State of New York.

Publicity Marks—Neither party shall publish or use any advertising, sales promotions, press releases or other publicity matters concerning or relating to this Agreement, which use the other party's name, logo, trademarks or service marks, without the prior written approval of the other party. Neither party is licensed by this Agreement to conduct business under any name, logo, trademark, service mark or tradename (or any derivative thereof) of the other party.

Business Downtime—In the event of a business downturn beyond the Customer's control that results in the Customer's inability to meet revenue and/or volume commitments under this contract, AT&T and Customer will cooperate in efforts to develop a mutually agreeable alternative proposal that will satisfy the concerns of both parties and comply with all legal and regulatory requirements. This provision shall not apply to a change resulting from a decision by the Customer to reduce the use of telecommunications or to transfer portions of its traffic or projected growth to carriers other than AT&T.

AT&T's relationship with Customer under this Agreement shall be that of an independent contractor.

Entire Agreement—THIS AGREEMENT, THE CONTRACT TARIFF, AND THE APPLICABLE TARIFF CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SERVICES TO BE PROVIDED HEREUNDER. THIS AGREEMENT SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, REPRESENTATIONS, STATEMENTS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, CONCERNING SUCH SERVICES OR THE RIGHTS AND OBLIGATIONS RELATING THERETO. No change, modification or waiver of any of the terms of this Agreement, except for effective revisions to AT&T's Tariffs, shall be binding unless reduced to writing and signed by authorized representatives of both parties.





Option S Agreement

FOR OFFICIAL USE ONLY			
Company Name LakeArea Hospital		AT&T Branch NORTH CENTRAL	
Contact Name/Title Doug Fellbaum		Contact Name/Title Rich Bohlen	
Address PO Box 489		Address 1210 PARK	
City Webster	State SD	City Milbank	State SD
Zip Code 57274-0489		Zip Code 57252	
Contact Phone Number 605 345-3336		Contact Phone Number 605-432-7989	
B00R(s)		Customer Account No.	

The terms of service, list prices, and Term Plan Discounts are provided in the Tariff. The Term Plan Discount rates listed below are in place of the term plan or similar discount rates provided in Section 6.13.4 of AT&T Tariff F.C.C. No. 1. A summary of Tariff terms, and additional terms and conditions, are listed on the back of this form.

	Inbound Discount	Domestic Outbound Discount	International Outbound Discount
Term			
☐ Monthly	37%	37%	37%
☐ 12 Months	43%	40%	42%
☒ 24 Months	45%	42%	42%
☐ 36 Months	47%	44%	42%

Gross Average Monthly Commitment Level

☒ \$200 ☐ \$1,000 ☐ \$3,000 ☐ \$5,000 ☐ \$7,000

The Gross Average Monthly Commitment must be met each month, subject to annual review. If the commitment is not met, a bill will be rendered for the difference between the committed amount for the period, and the actual billed amount. Certain calls such as directory assistance, 900 and conference calls do not count towards meeting the commitment.

The Service and pricing Plan you have selected will be governed by the rates and terms and conditions in the appropriate AT&T Tariff as may be modified from time to time. Your signature acknowledges that you understand the terms and conditions under which the Service selected will be provided and that you are duly authorized to make the commitment and to order Service for each of these locations.

Customer Authorized Signature

Branch Manager Signature

QA&A Authorization

Date

Date

0150
•49
•23
TELEPHONE 345-3336

Lake Area Hospital

WEBSTER, S. DAK. 57274

DATE 04/15/97

Revocation of Billing Telephone Number Authority

To Whom it May Concern:

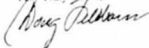
This letter is your notification of Lake Area Hospital's revocation of authority provided to your company to include in your company's AT&T long distance service plan the following Billing Telephone Numbers and associated Working Telephone Numbers and/or 800 service

BTN (605) 345-3336 ✓	(605) 345-3337 ✓	(605) 345-3338 ✓
WTN (605) 345-3314 ✓	(605) 345-3477 ✓	(605) 345-3493 ✓
(605) 345-3339 ✓	(605) 345-3724 ✓	(605) 345-3768 ✓
(605) 345-3663 ✓	(605) 345-4740 ✓	(605) 345-3101 ✓
(605) 345-3796 ✓		
(605) 345-3794 ✓		

By copy of this letter, AT&T will be notified of our decision to revoke your authorization and to disconnect the above numbers from your service plan

Thank you

Very Truly Yours,



Doug Finkbeiner

(Printed Name)

cc: AT&T

Patricia A. Alcott
(Title)

Lake Area Hospital

WEBSTER, S. DAK. 57274

LETTER OF AGENCY

The undersigned does hereby appoint AT&T my Agent, to act in my name and stead, to handle all arrangements with the local telephone company(s) for AT&T Dial "1" service for all telephone lines listed below or in the Attachment, and to issue instructions to and to otherwise deal with the Local Exchange Company regarding the same. It is understood that only one Dial "1" long distance company may be designated for a telephone number. And that the selection of more than one Dial "1" long distance company for a telephone number will invalidate any choice. It is further understood that there may be a charge by the local telephone company(s) per line if there is a change in choices of Dial "1" long distance companies following this selection.

This Appointment may be revoked in writing at any time.

Lake Area Hospital

(Company)

PO Box 489

(Address)

Webster, SD

(City, State)

(605) 345-3336

(Telephone)

Don Robinson
(Signature)
Don Robinson / President
(Name and Title)

4-15-97
(Date)

Billed Telephone Numbers

(605) 345-3336
(605) 345-3338
(605) 345-3493
(605) 345-3768
(605) 345-3101

(605) 345-3314
(605) 345-3339
(605) 345-3663
(605) 345-3796

(605) 345-3337
(605) 345-3477
(605) 345-3724
(605) 345-4740
(605) 345-3794

4441
4521



September 3, 1997

Rick Stuggelmeyer
Pro Link
PO Box 1492
Aberdeen SD 57402

Dear Mr. Stuggelmeyer:

I want to confirm that you have programed the phone system at the Lake Area Hospital to pic AT&T for both the interlata and intralata for their long distance calling. AT&T has credited the hospital for the programing.

Let Doug Feelbaum know when the work is completed.

Sincerely,

A handwritten signature in cursive script, appearing to read "Rich Bohlen".

Rich Bohlen

Doug,

This is a copy of the letter I sent
to Pro Link for your information.

Rich

2/1/98

ITC Long Distance

True Dime Talk

Optional Calling Plan

As low as 10¢ per minute
No Monthly Charge
6-Second Billing Increments
Both In-State and Out-of-State
calls from your home

Anytime/Anywhere Plus

Optional Calling Plan

16-20¢ per minute (volume discounted)
No Monthly Charge
6-Second Billing Increments
24 Hours/Day, 7 Days/Week
Both In-State and Out-of-State
calls from your home

Anytime Anyplace

Volume Discount

Volume Discounts up to 20%
No Monthly Charge
Completely Automatic
Both In-State and Out-of-State
calls from your home

All seven days - Monday thru Sunday

7:00 PM - 7:00 AM

25¢ a minute, Monday thru Sunday

7:00 AM - 7:00 PM

10¢ a minute up to 120 min. per month

17¢ a minute over 120 min.

Billing Amount Price

\$0.00 - 15.00 20¢ a min

\$15.01 - 50.00 18.5

\$50.01 - 100.00 17.5

\$100.01 - 150.00 16.5

\$150.01 - 200.00 16

Billing Amount Discount

\$0.00 - 14.99 0%

\$15.00 - 49.99 5%

\$50.00 - 99.99 10%

\$100.00 - 149.99 15%

\$150.00 - Over 20%

To order ITC Long Distance call 1 800 417-8667



General Office 312 4th Street West Clear Lake, SD 57226 605-874-2181

Branch Office 1022 Main Ave. So. Brookings, SD 57006 605-693-3211

ITC Long Distance is provided by MEANS Telecom, which is partly owned by Interstate Telecommunications Cooperative.

I added these #s to the plan.

345-3336	345-3724
345-3101	345-3768
345-3240	345-3774
345-3314	345-3796
345-3337	345-3921
345-3338	345-4441
345-3339	345-4521
345-3477	345-4740
345-3493	
345-3663	

C O V E R

S H E E T

FAX

To: Jeff Heidema
Fax #: 605 335 3942
Subject: dialers
Date: June 24, 1998
Pages: 1, including this cover sheet

COMMENTS

Jeff,

Thanks so much for joining our meeting today with ITC representatives via the phone. We appreciated your explanation and understanding of the difficulties we have been experiencing. I am hopeful that our meeting will prove to be constructive.

We also understand that we can eliminate the dialers we currently use. Please let us know how soon we can have that accomplished.

Thanks,

Ann Thorson, R.Ph.
Material Mgr

cc: Ann Thorson

6/24/98 called Jeff re:
dialers/HIS. He
suggested we look into
#1 in the industry
look at it by
US and purchase
today

7-29-98 called Jeff re:
US regarding their taking
an dialer system
He is checking + calling
Huydong

From the desk of

Ann Stadick Thorson, R.Ph.
Director of Pharmacy, Lane Area Hospital
E-mail: lanh@ictel.com
North 1st Street
Webster, SD 57274

(605) 345-3336
Fax: (605) 345-3336

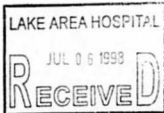


Intrastate Telephone Company, Inc.
312 4th Street West
P.O. Box 920
Clear Lake, South Dakota 57226-0920

Phone 605-874-2141
Fax 605-874-2014
Web <http://itc121.com>

June 25, 1998

Ms. Ann Thorson
Lake Area Hospital
PO Box 489
Webster, SD 57274



Dear Ann:

It was a pleasure meeting you and the other staff members of Lake Area Hospital yesterday. Dean and I appreciated you taking the time out of your busy schedules to discuss your concerns about the telecommunications services you receive from Intrastate Telephone Company (ITC).

I would like to clarify a couple issues that we discussed. First, I have confirmed that Wiltel/Worldcom, which has been assigned the Carrier ID Code (CIC) of 0555, is available to the customers in ITC service area. Because the 0555 is available for both your instate and out-of-state calling you should be able to eliminate your dialers. If you decide to eliminate the dialers, and wish to have your lines presubscribed to the 0555 carrier, please advise me via letter.

On the issue of incompatibility of speed between our switching office and the dialers, I've discussed this with our technical personnel. They've advised me, we cannot make timing adjustments to the office without affecting all the other lines served by the Webster switch. They believe it is not uncommon to have dialers programmed to work with the switching office.

Dean will be pursuing the ATT billing issue in the next few days and will contact you as soon as he has more information.

If you have any questions or comments pertaining to these matters, feel free to call me at (605) 874 8308.

Sincerely,

Jerry Halberger
Operations Manager

0150049229

7-10-98

Received a phone call from Mary @ AT&T regarding our outstanding bill for \$595 xx. Told her Rich Bohlen from Milbank AT&T was working on it and has received copies of the bill. Told her our services were discontinued in February 1998 and gave her his name. She will notify him of the delinquent bill. Her number is 1 800 452 2248 and in the Revenue Assurance department (RAM).

Ann

Account Number	Bill Date	Payment Due Date
020 245 9399 001	MAY 18, 1998	JUN 18, 1998



LAKE AREA HOSP FOUNDATION
PO BOX 489
WEBSTER SD 57274-0489

REF # 485 SAN 5578

NATL MEDICAL DIAGNOSTICS

AT&T SERVICE MEMBERSHIP DISCOUNT PLAN

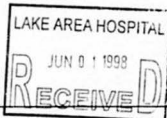
For Customer Care: 1 800 524-2455

ACCOUNT STATUS

PREVIOUS BALANCE \$16.74
PAYMENTS \$32.90
ADJUSTMENTS \$0.00
TOTAL CURRENT CHARGES \$61.51

AT&T Customized Billing

TOTAL AMOUNT DUE **\$595.35**



**** Important News About Your Account ****

Just For Your Business

What does 877 have in common with 800 and 888? 877 is the newest of the Toll-Free Exchanges, added as a result of the continued high demand for toll-free service. If you are interested in ordering toll-free service or want additional information, check out our website at www.att.com/tollfree/.

Did you know...if you currently access AT&T by dialing 10-ATT (288), please make note of the following change: Effective July 1, 1998, 10-ATT will be changing to 10-10-ATT due to FCC mandated changes.

For additional information on AT&T local toll service, check out our website at www.att.com.

See next page for more news!

PLEASE MAKE CHECKS PAYABLE TO AT&T AND INCLUDE YOUR ACCOUNT NUMBER ON PAYMENT.
PLEASE MAKE SURE THAT THE AT&T P.O. BOX ADDRESS IS SHOWING THROUGH THE ENVELOPE WINDOW.

TO ENSURE PROPER CREDIT, PLEASE DETACH THIS PORTION AND RETURN WITH REMITTANCE.

009964 2 AB .491 A39

LAKE AREA HOSP FOUNDATION
PO BOX 489
WEBSTER SD 57274-0489



Account Number 020 245 9399 001
Bill Date MAY 18, 1998
Payment Due Date JUN 18, 1998

Total Amount Due **\$595.35**

Amount Enclosed \$

Check here if name, address,
or telephone number has
changed. See reverse side.



Please send Payments to
AT&T
P.O. BOX 27-680
KANSAS CITY, MO
64180-0680



02024593990010500000000545350000611510000000009

JUL 16 '98 09:16AM ITC

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Interstate Telecommunications Cooperative, Inc.
312 4th Street West
P.O. Box 920
Clear Lake, South Dakota 57226-0920

Phone 605-874-2181
Fax 605-874-2014
Web <http://itc.tel.com>

FAX COVER PAGE

TIME: 8:25 DATE: 7/16/98

TO: Ann Stadick Thorsen

FAX: 605-345-3336

FROM: Dean Anderson

PHONE: _____

TOTAL PAGES SENT: 7
(including cover page)

RE: _____

MESSAGE: _____

Telephone Number	Billing Period	ITC LD		ITC Taxes			AT&T		AT&T Taxes			Difference ITC LD - AT&T LD
		Total Minutes	Total Amount				10.8/min					
				FED	STA	LOC			FED	STA	LOC	
345-3240	Aug '97	105.10	24.49	0.73	0.98	0.49	11.35		0.34	0.45	0.23	13.14
	Sept '97	104.40	24.67	0.74	0.99	0.49	11.28		0.34	0.45	0.23	13.39
	Oct '97	296.90	63.67	1.91	2.55	1.27	32.07		0.97	1.29	0.65	31.60
	Nov '97	223.20	47.11	1.41	1.88	0.95	24.11		0.72	0.97	0.49	23.00
	Dec '97	160.30	37.00	1.11	1.48	0.74	17.32		0.52	0.69	0.35	19.88
	Jan '98	248.70	53.68	1.61	2.14	1.07	26.86		0.52	1.07	0.54	26.80
	Feb '98	103.60	23.48	0.70	0.94	0.47	11.19		0.81	0.45	0.22	12.29
	Mar '98	659.55	148.49	4.46	5.94	2.97	71.21		0.34	2.65	1.42	77.28
	Apr '98	1.30	0.26	0.01	0.01	0.01	0.14		2.14	0.01	0.00	0.12
	May '98	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
	June '98	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
345-3101	Mar '97	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
	Apr '97	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
	May '97	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
	June '97	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
	Jul '97	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
	Aug '97	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
	Sept '97	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
	Oct '97	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
	Nov '97	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
	Dec '97	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
	Jan '98	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
	Feb '98	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
	Mar '98	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
	Apr '98	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
May '98	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	
Jun '98	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	
345-3314	Mar '97	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
	Apr '97	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
	May '97	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
	June '97	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
	Jul '97	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
	Aug '97	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
	Sept '97	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
	Oct '97	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
	Nov '97	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
	Dec '97	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
	Jan '98	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
	Feb '98	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
	Mar '98	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
	Apr '98	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
May '98	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	
Jun '98	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	

JUL 16 '98 08:15AM ITC

P.317

Telephone Number	Billing Period	ITC LD Total Minutes	ITC LD Total Amount	ITC Taxes	AT&T 10.8min	AT&T Taxes	Difference ITC LD - AT&T LD
345-3336	Mar '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Apr '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	May '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	June '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Jul '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Aug '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Sept '97	11.40	2.65	0.00 0.00 0.00	1.24	0.00 0.00 0.00	1.61
	Oct '97	7.30	2.03	0.00 0.00 0.00	0.79	0.00 0.00 0.00	1.24
	Nov '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Dec '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Jan '98	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Feb '98	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Mar '98	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Apr '98	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	May '98	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Jun '98	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
345-3337	Mar '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Apr '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	May '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	June '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Jul '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Aug '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Sept '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Oct '97	4.50	1.26	0.00 0.00 0.00	0.49	0.00 0.00 0.00	0.77
	Nov '97	0.00	0.00	0.00 0.00 0.00	0.00	0.01 0.00 0.00	0.00
	Dec '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Jan '98	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Feb '98	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Mar '98	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Apr '98	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	May '98	1.00	0.20	0.00 0.00 0.00	0.11	0.00 0.00 0.00	0.09
	Jun '98	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
345-3338	Mar '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Apr '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	May '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	June '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Jul '97	15.90	4.35	0.00 0.00 0.00	1.72	0.00 0.00 0.00	2.63
	Aug '97	1.10	0.41	0.00 0.00 0.00	0.12	0.00 0.00 0.00	0.29
	Sept '97	2.30	0.79	0.00 0.00 0.00	0.25	0.00 0.00 0.00	0.54
	Oct '97	4.80	1.34	0.00 0.00 0.00	0.52	0.00 0.00 0.00	0.82
	Nov '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Dec '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Jan '98	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Feb '98	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Mar '98	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Apr '98	1.00	0.20	0.00 0.00 0.00	0.11	0.00 0.00 0.00	0.09
	May '98	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Jun '98	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00

Telephone Number	Billing Period	ITC LD Total Minutes	ITC LD Total Amount	ITC Taxes	AT&T 10.8/min	AT&T Taxes	Difference ITC LD - AT&T LD
345-3663	Mar '91	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Apr '91	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	May '91	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	June '91	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Jul '91	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Aug '91	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Sept '91	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Oct '91	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Nov '91	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Dec '91	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Jan '92	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Feb '92	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Mar '92	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
345-3724	Mar '91	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Apr '91	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	May '91	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	June '91	307.31	70.74	0.00 0.00 0.00	33.19	0.00 0.00 0.00	37.55
	Jul '91	417.11	100.13	0.00 0.00 0.00	45.05	0.00 0.00 0.00	55.08
	Aug '91	384.40	92.08	0.00 0.00 0.00	41.52	0.00 0.00 0.00	50.56
	Sept '91	469.50	111.88	0.00 0.00 0.00	50.71	0.00 0.00 0.00	61.17
	Oct '91	439.13	102.94	0.00 0.00 0.00	47.43	0.00 0.00 0.00	55.51
	Nov '91	358.71	84.29	0.00 0.00 0.00	38.74	0.00 0.00 0.00	45.55
	Dec '91	202.20	47.27	0.00 0.00 0.00	21.84	0.00 0.00 0.00	25.43
	Jan '92	268.31	63.70	0.00 0.00 0.00	31.14	0.00 0.00 0.00	32.56
	Feb '92	332.40	69.27	0.00 0.00 0.00	35.90	0.00 0.00 0.00	33.37
	Mar '92	55.50	14.50	0.00 0.00 0.00	5.99	0.00 0.00 0.00	8.51
345-3768	Apr '92	86.90	16.08	0.00 0.00 0.00	9.39	0.00 0.00 0.00	6.69
	May '92	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Jun '92	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Mar '91	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Apr '91	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	May '91	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	June '91	75.40	18.88	0.00 0.00 0.00	8.14	0.00 0.00 0.00	10.74
	Jul '91	259.50	61.62	0.00 0.00 0.00	28.04	0.00 0.00 0.00	33.58
	Aug '91	116.40	31.33	0.00 0.00 0.00	12.57	0.00 0.00 0.00	18.76
	Sept '91	263.20	65.41	0.00 0.00 0.00	30.59	0.00 0.00 0.00	34.82
	Oct '91	196.30	47.13	0.00 0.00 0.00	21.20	0.00 0.00 0.00	25.93
	Nov '91	161.60	46.90	0.00 0.00 0.00	19.63	0.00 0.00 0.00	27.27
	Dec '91	45.20	11.03	0.00 0.00 0.00	4.88	0.00 0.00 0.00	6.15
	Jan '92	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Feb '92	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Mar '92	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Apr '92	22.00	4.40	0.00 0.00 0.00	2.38	0.00 0.00 0.00	2.02
	May '92	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Jun '92	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00

0.1504936

Telephone Number	Billing Period	ITC LD Total Minutes	ITC LD Total Amount	ITC Taxes	AT&T 10.8/min	AT&T Taxes	Difference ITC LD - AT&T LD
345-4441	Mar '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Apr '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	May '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	June '97	1.10	0.29	0.00 0.00 0.00	0.12	0.00 0.00 0.00	0.17
	Jul '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Aug '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Sept '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Oct '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Nov '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Dec '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Jan '98	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Feb '98	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Mar '98	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Apr '98	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	May '98	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Jun '98	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
345-4521	Mar '97	0.00	0.00	0.00 0.00 0.00	0.00	*REFI 0.00 0.00	0.00
	Apr '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	May '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	June '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Jul '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Aug '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Sept '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Oct '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Nov '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Dec '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Jan '98	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Feb '98	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Mar '98	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Apr '98	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	May '98	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Jun '98	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
345-4740	Mar '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Apr '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	May '97	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	June '97	209.50	48.59	0.00 0.00 0.00	22.63	0.00 0.00 0.00	26.66
	Jul '97	518.20	122.72	0.00 0.00 0.00	55.97	0.00 0.00 0.00	66.75
	Aug '97	316.50	74.72	0.00 0.00 0.00	34.18	0.00 0.00 0.00	40.54
	Sept '97	682.20	160.54	0.00 0.00 0.00	73.68	0.00 0.00 0.00	80.86
	Oct '97	396.50	91.80	0.00 0.00 0.00	42.82	0.00 0.00 0.00	48.98
	Nov '97	418.60	99.50	0.00 0.00 0.00	45.21	0.00 0.00 0.00	54.29
	Dec '97	368.60	88.22	0.00 0.00 0.00	39.81	0.00 0.00 0.00	48.41
	Jan '98	255.40	60.96	0.00 0.00 0.00	27.58	0.00 0.00 0.00	33.40
	Feb '98	97.00	23.38	0.00 0.00 0.00	10.48	0.00 0.00 0.00	12.90
	Mar '98	334.90	80.32	0.00 0.00 0.00	36.17	0.00 0.00 0.00	44.15
	Apr '98	111.60	20.65	0.00 0.00 0.00	12.05	0.00 0.00 0.00	8.80
	May '98	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
	Jun '98	0.00	0.00	0.00 0.00 0.00	0.00	0.00 0.00 0.00	0.00
TOTAL TAX			12.68	15.91	8.46		
TOTAL DIFFERENCE						2086.50	

TOTAL TAX

12.68 15.91 8.46

TOTAL DIFFERENCE

2086.50

facsimile
TRANSMITTAL

to: Dean Anderson
fax #: 605 874 2014
re: billing
date: July 17, 1998
pages: 3, including this cover sheet

Dean,

Don and I have reviewed the data comparing ITC LD and AT&T LD charges. We feel that the sum of \$2086.50 is an accurate and fair assessment of the over charges we have experienced. You have our approval to use this sum in order to achieve resolution with AT&T. This is with the understanding that the \$595.35 bill (see attached) has also been rectified to reflect our discontinuation of AT&T services.

Thank you,



Ann Stadick Thorson, R.Ph.
Director Materials Mgmt

cc: Don Finn, Administrator

From the desk of:

Ann Stadick Thorson, R.Ph.
Director of Pharmacy, Lake Area Hospital
E-mail: annst@lakearea.com
North 1st Street
Webster, SD 57274
(605) 345-3336
Fax: (605) 345-3336

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To: AT&T
From: Ann Stadick Thorson, R.Ph.
Subject: bill
Date: August 3, 1998

MEMORANDUM

Please contact our AT&T representative Rich Bohlen, Milbank, SD for the status of our account. His telephone number is 605.432.7989

Account Number	Bill Date	Payment Due Date
20 245 9399 001	JUL 18, 1998	AUG 18, 1998



LAKE AREA HOSP FOUNDATION
PO BOX 489
WESTER SD 57274-0489

REV # 005 505 3378

NATL MEDICAL DIAGNOSTICS

AT&T SERVICE MEMBERSHIP DISCOUNT PLAN

For Customer Care: 1 800 524-2455

ACCOUNT STATUS

PREVIOUS BALANCE \$595.93
PAYMENTS \$0.00
ADJUSTMENTS \$0.00
TOTAL CURRENT CHARGES \$0.58

TOTAL AMOUNT DUE

\$596.51

AT&T Customized Billing

LAKE AREA HOSPITAL

AUG 03 1998
RECEIVED

****** Important News About Your Account ******

Just For Your Business

The AT&T Toll-Free Internet Directory is MOVING! See next page under 'Just For Your business'

AT&T will help make your transition to the new millennium a smooth one. Please visit our web site at <http://www.att.com/year2000> to learn how AT&T's Year 2000 team is hard at work for you.

See next page for more news!

PLEASE MAKE CHECKS PAYABLE TO AT&T AND INCLUDE YOUR ACCOUNT NUMBER ON PAYMENT.
PLEASE MAKE SURE THAT THE AT&T P.O. BOX ADDRESS IS SHOWING THROUGH THE ENVELOPE WINDOW.

See next page for more news!



Intravate Telephone Company, Inc.
31248 Sutter West
P.O. Box 920
Clear Lake, South Dakota 57226-0920

Phone 605.874.2191
Fax 605.874.2014
Web <http://itcrl.com>

August 26, 1998

Ms. Ann Stadick Thorson, R. Ph.
Director of Pharmacy
Lake Area Hospital
North 1st Street
Webster, SD 57274

*9:30 AM called
Kew re:
this + phone
to call PIC*

Dear Ann:

As we discussed via our telephone conversation earlier today I will attempt to summarize our conversation in this letter and let you decide if I should arrange a convenient time to stop at your facility and discuss the matter further.

There are two issues that I will summarize.

1. The issue of the long distance contract with AT&T that did not provide the pricing you were entitled to and the contract penalty assessed to you for early termination.
2. A new issue whereby AT&T, your interlata PIC for your ISDN lines that ITC contracts with U.S. West to provide, has begun charging a new regulatory fee of \$15.82. A copy of the bill we receive along with an explanation of the charges is enclosed for your review.

First, the AT&T long distance contract issue. As you know ITC did an extensive analysis to determine what the overcharge for long distance services amounted to. This information was submitted to Maureen Halverson at AT&T (Telephone No. 732-805-2332 and FAX No. 732-805-1233) in an attempt to obtain a cash settlement for the hospital. In addition, we also submitted the bill you have been receiving for the early termination fees associated with terminating the long distance contract early.

After waiting several days I called Maureen and was told they were reviewing the contract and they would also have to contact Rich Behlen regarding this matter. On August 13, 1998, Angela Prentice, AT&T (Telephone No. 732-805-7491) called and pointed out that in the contract it states, "AT&T will credit the hospital \$600.00 for programming their phones to pick AT&T network or use the credit to install dialers", and because of this sentence AT&T will not pay any cash settlement and will not provide a credit for the termination charge.

Ann, as I stated during our conversation, we are back to the classic finger pointing situation. AT&T is saying it is not their problem, I maintain it is not our problem as our switch,

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which is different than what U.S. West had, meets network standards but apparently is not geared to dialers the same as the U.S. West switch might have been, etc., etc., etc.

The second issue is the regulatory fee being assessed by AT&T on your ISDN lines. First, a little background regarding your ISDN lines. At the time Sioux Valley Hospital was pursuing ISDN for your video conference set-up we did not have ISDN capability in our Webster switch and, in fact, still don't. (We will, however, have it late this year and will switch the service when we have tested it thoroughly.) To overcome this hurdle I was able to contract with U.S. West to provide this service to ITC. So, even though we bill you the service we simply contract this service and bill you the exact fees we are billed by U.S. West. However, since U.S. West is not allowed, as yet, to be in the interlata long distance business, someone other than U.S. West would have to be the interlata carrier and AT&T is that carrier.

The regulatory fee being assessed by AT&T is a by-product of the Telecom Act of 1996 and long distance carriers are beginning to use the opportunity provided under the Act to implement this charge. So, even though this is a legitimate charge there is a possibility you can avoid it for some time by picking a carrier that has not implemented it as yet. One problem we have here is to determine which carriers U.S. West provides equal access to that do not levy the charge as yet and then request a PIC change to that carrier.

So far I have told you the problems but no solutions because I really have not formulated any solution. Perhaps, you will want to call Angela Prentice at AT&T, as she is Maureen's boss, and see if you can obtain a better response. Or, maybe you consider that an exercise in futility. Somehow, through this ordeal, I want to establish a long term relationship and thereby hope to become part of the process any time you see a need for telecommunications changes or when we also see some possibilities as an improvement for you. Therefore, as I stated above, I will gladly schedule a visit to your facility any time we can coordinate our schedules.

Sincerely,



Dean E. Anderson
General Manager

Account Number	Bill Close Date	Payment Due
053 151 4764 001	8/13/98	9/13/98



Page 2

INTRASTATE TELCO INC

REF # 605 882 9712

Regulatory Fees

FEES BILLED TO: 0531514764001		
LONG DISTANCE		
1 CARRIER LINE CHARGE	15.00	
FEDERAL		
6 MULTI LINE(S) AT 2.50		
2 UNIVERSAL CONNECTIVITY CHARGE	.82	\$15.82
TOTAL LONG DISTANCE FEES:		\$15.82
TOTAL BILLED TO: 0531514764001		\$15.82
TOTAL REGULATORY FEES:		\$15.82

Taxes and Surcharges

ITEM	EXPLANATION	CHARGES
CHARGES BILLED TO: 0531514764001		
LONG DISTANCE		
3 FEDERAL TAX	.62	\$.62
TOTAL LONG DISTANCE TAXES:		\$.62
TOTAL BILLED TO: 0531514764001		\$.62
TOTAL TAXES AND SURCHARGES:		\$.62

01500499445

Lake Area Hospital

North 1st Street
Webster, SD 57274
(605) 345-3336
Fax: (605) 345-3336

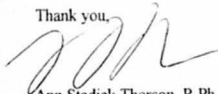
November 3, 1998

Natl Medical Diagnostics
AT&T Service Membership Discount Plan
PO box 27-680
Kansas City, MO 64180-0680

To Whom it may concern,

Please be aware that we discontinued this AT&T plan in February 1997. Our local AT&T representative is Rich Bohlen of Milbank, SD (605.432.7989) and was notified of discontinuation February 4, 1998. This is not the first time I have tried to get this situation resolved and have filed a formal complaint with the PUC.

Thank you,



Ann Stadick Thorson, R.Ph.
Director of Pharmacy
Director Materials Management

04.04.0510

Account Number	Bill Date	Payment Due Date
020 245 9399 001	OCT 18, 1998	NOV 18, 1998



LAKE AREA HOSP FOUNDATION
PO BOX 1497
WEBSTER SD 57274-0497

REF # 605 345 3528

NATL MEDICAL DIAGNOSTICS

AT&T SERVICE MEMBERSHIP DISCOUNT PLAN

For Customer Care: 1 800 524-2455

ACCOUNT STATUS

PREVIOUS BALANCE \$666.51
PAYMENT RECEIVED 9/30/98 \$70.00
ADJUSTMENTS \$0.00
TOTAL CURRENT CHARGES \$1,359.11

AT&T Customized Billing



TOTAL AMOUNT DUE **\$1,955.62**

****** Important News About Your Account ******

Just For Your Business

SOMETHING NEW...AT&T now offers a world of opportunity for women business owners to connect. We invite you to check out our new web site, AT&T's Women in Business. Expand your reach, share your experience, or just see what other women business owners are doing -- all at www.att.com/wib.

Account Status

Your account is past due. If you have sent your payment, please disregard this notice.

PLEASE MAKE CHECKS PAYABLE TO AT&T AND INCLUDE YOUR ACCOUNT NUMBER ON PAYMENT.
PLEASE MAKE SURE THAT THE AT&T P.O. BOX ADDRESS IS SHOWING THROUGH THE ENVELOPE WINDOW.

Account Number	Bill Date	Payment Due Date
020 245 9399 001	OCT 18, 1998	NOV 18, 1998



Page 3

LAKE AREA HOSP FOUNDATION
PO BOX 489
WESTER, SD 57274-0489

REF # 605 545 3528

NATL MEDICAL DIAGNOSTICS
AT&T SERVICE MEMBERSHIP DISCOUNT PLAN
Summary of Charges

EXPLANATION	AMOUNT
DISCOUNT ACTIVITY	
LONG DISTANCE SERVICE	\$1,290.00
SUBTOTAL	\$1,290.00
REGULATORY FEES	
LONG DISTANCE SERVICE	
Universal Connectivity Charge	\$52.89
SUBTOTAL	\$52.89
TAXES	
LONG DISTANCE SERVICE	
Federal Tax	\$1.59
State Tax	9.75
Local Tax	4.88
SUBTOTAL	\$16.22
TOTAL CURRENT CHARGES	\$1,359.11

Account Number	Bill Date	Payment Due Date
020 245 9399 001	OCT 18, 1998	NOV 18, 1998



LAKE AREA HOSP FOUNDATION
PO BOX 489
WEBSTER SD 57274-0489

REF # 685 345 3328

NATL MEDICAL DIAGNOSTICS

AT&T SERVICE MEMBERSHIP DISCOUNT PLAN

Discount Activity

DISCOUNT ACTIVITY FOR ENTIRE ACCOUNT	DISCOUNT AMOUNT
<i>You have disconnected your AT&T plan; therefore, your annual commitment has been prorated to \$800.00. You have accumulated a total of \$.00 over 4 month(s). To meet your prorated annual commitment, your account is being charged the difference.</i>	
LONG DISTANCE SERVICE Flex Plan Charges for Conditions Not Met	\$1,290.00
SUBTOTAL	\$1,290.00
TOTAL	\$1,290.00

ACCOUNT	EXPLANATION	USAGE ELIGIBLE FOR DISCOUNT	DISCOUNT PERCENTAGE	DISCOUNT AMOUNT*
NATIONAL 020 245 9399 001 LAKE AREA HOSP FOUNDATION PO BOX 489 WEBSTER SD 57274-0489	LONG DISTANCE SERVICE AT&T Service Plan Charge For Commitment Not Met AT&T Service Agreement Non-Fulfillment Charge			\$800.00
	SUBTOTAL			\$490.00
	TOTAL			\$1,290.00

* Due to rounding the location discount may differ slightly from the total discount at the national level.



Billing Number
345 3336
Billing Date
DEC 01, 1997
Delinquent After
DEC 19, 1997
Account Number
7004043

Amount Due: \$3,050.93 *

5765 G02: 0-000161
LAKE AREA HOSPITAL
PO BOX 489
WEBSTER SD 57274-0489

Please send payment to:

ITC TELECOM
BOX 920
CLEAR LAKE, S.D. 57226



PLEASE TEAR ALONG PERFORATION AND PAY WITH PAYMENT



Billing Number
345-3336

Account Number
7004043

Amount Due

3,050.93

Billing Date	Delinquent After
DEC 01, 1997	DEC 19, 1997

Previous Bill	Previous Payments	Adjustments	Previous Balance	Current Charges
2,205.04	1,150.14	0.00	1,054.90	1,996.03
PAYMENTS RECEIVED AFTER NOV 20 ARE NOT INCLUDED				

FOR BILLING QUESTIONS, PLEASE CALL 1-800-417-8667
FOR SERVICE CHANGES, PLEASE CALL 1-800-395-4656

ALL OF US AT INTRASTATE TELECOMMUNICATIONS WISH EACH OF YOU A VERY
MERRY CHRISTMAS AND THE HAPPIEST OF NEW YEARS

LAKE AREA HOSPITAL
PO BOX 489
WEBSTER SD 57274-0489

S-9



345-3336 7004043

Customer Detail

DEC97

Pg 1/2

PREVIOUS BALANCE	1,054.90
INTRASTATE TELECOMMUNICATIONS CURRENT CHARGES	
DIRECTORY ADVERTISING	31.50
MONTHLY TELE SERV FROM DEC 01 TO DEC 31	71.80
DIAL TONE CHARGE	26.00
911 USER FEE	8.75
FCC ACCESS CHARGE	6.00
TELECOMMUNICATIONS RELAY	0.15
Total Recurring	136.20
TOTAL LOCAL CHARGES	136.20
TOTAL CURRENT CHARGES FOR MAIN ACCOUNT	136.20
SUBTOTAL FOR 111-0003	60.20
SUBTOTAL FOR 111-2351	60.20
SUBTOTAL FOR 111-5011	60.20
SUBTOTAL FOR 345-0001	541.50
SUBTOTAL FOR 345-3101	87.10
SUBTOTAL FOR 345-3240	252.13
SUBTOTAL FOR 345-3314	33.70
SUBTOTAL FOR 345-3337	33.70
SUBTOTAL FOR 345-3338	33.70
SUBTOTAL FOR 345-3339	43.36
SUBTOTAL FOR 345-3477	33.70
SUBTOTAL FOR 345-3493	112.72
SUBTOTAL FOR 345-3663	33.70
SUBTOTAL FOR 345-3724	87.87
SUBTOTAL FOR 345-3768	45.33
SUBTOTAL FOR 345-3784	85.50
SUBTOTAL FOR 345-3796	36.20
SUBTOTAL FOR 345-3921	42.70
SUBTOTAL FOR 345-4441	42.70
SUBTOTAL FOR 345-4521	42.70
SUBTOTAL FOR 345-4740	130.92
TOTAL AMOUNT DUE	3,050.93

DEC97

7004043

LOCAL SERVICE DETAIL

345-3336 Pg 2/2

THE ITEMS AND AMOUNTS LISTED UNDER MONTHLY CHARGES ARE
CONTAINED IN THE MONTHLY TELE SERV AMOUNT WHICH IS TOTALLED
ABOVE WITH YOUR OTHER CURRENT CHARGES. ALL TOTAL RECURRING
CHARGES LISTED ABOVE ARE BILLED ONE MONTH IN ADVANCE.

INTRASTATE TELECOMMUNICATIONS MONTHLY CHARGES

DESCRIPTION	QTY	EACH	AMOUNT
PRIVATE LINE LOCAL CHANNEL	4	6.50	26.00
VOICE GRADE PERFORMANCE	2	12.50	25.00
CHANNEL PERFORMANCE PART 2	2	9.00	18.00
TOLL BILLING DETAIL	1	2.00	2.00
WIRE MAINTENANCE - BUSINESS	1	0.80	0.80
TOTAL MONTHLY CHARGES			71.80

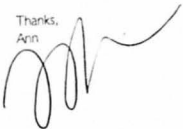
MEMORANDUM

To: Don Finn
From: Ann Stadick Thorson, R.Ph.
Subject: ITC update
Date: July 9, 1998

Don,

I talked with Dean Anderson from ITC this morning. He has been working with AT&T in our behalf trying to get compensation for the intralata billing situation. One of his staff persons will be itemizing the intralata minutes and come up with a dollar amount for us to claim. They will get our approval of this amount prior to submitting it to AT&T. I also mentioned to him the \$600 bill we keep getting from AT&T. Although I have already forwarded this bill to Rich Bohlen (AT&T - Milbank) he asked me to fax him a copy and he will see what he can do about it.

Thanks,
Ann



To: Dean Anderson
Fax #: 605.874.2014
Re: AT&T bill
Date: July 9, 1998
Pages: 6, including this cover sheet.

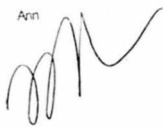
FACSIMILE

Dean,

Please find the AT&T bill for \$595.35 we have been trying to clear up with Rich Bohlen, AT&T, Milbank. In February we discontinued our AT&T service, or at least thought we had.

Thanks for your time and effort on this matter!

Ann



From the desk of ..

Ann Stadick Thorson, R.Ph.
Director of Pharmacy, Lake Area Hospital
E-mail: lahnn@lathel.com
North 1st Street
Webster, SD 57274

(800) 345-3336
Fax: (800) 345-3336

C O V E R

FAX

S H E E T

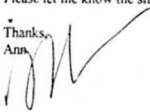
To: Rich Bohlen
Fax #: 605 432 5636
Subject: AT&T bill
Date: July 9, 1998
Pages: 2, including this cover sheet.

COMMENTS

Rich,

Please let me know the status of this bill situation. See attached AT&T letter.

Thanks,
Ann



From the desk of...
Ann Stadick Thorson, R.Ph.
Director of Pharmacy, Lake Area Hospital
E-mail: ann@lache.com
North 1st Street
Webster, SD 57274

(605) 346-3336
Fax: (605) 346-3336

55. 94. 005118



AT&T
AT&T/RAM
PO BOX 944072
Maitland, FL 32794

015761 1 FF .295 W70 000880

LAKE AREA HOSP FOUNDATION
BOX 489
WEBSTER, SD
57274-0489

June 30, 1998

Account Number: 0202459399001

Total Due: \$595.93

Dear Valued Customer:

We are very concerned about your account. Our records indicate that you have an unpaid AT&T bill in the amount of \$595.93, of which \$595.35 is currently past due.

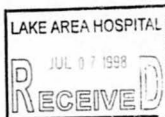
Please contact us immediately to make acceptable payment arrangements. These arrangements will require that all amounts due must be paid in full.

Without payment in full, access to the AT&T Network may be interrupted for all services billed under this account number (including 800/888 and cellular services, if applicable).

If this outstanding balance is not paid, your account may also be subject to referral to an outside collection agency.

Please call us now at 1 800 452-2248 to resolve this issue.

AT&T



DIAG15761



Intrastate Telephone Company, Inc.
312 4th Street West
P.O. Box 920
Clear Lake, South Dakota 57226-0920

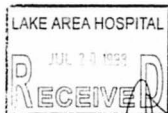
Phone 605-874-2141
Fax 605-874-2014
Web <http://intrast.com>

July 17, 1998

Ann:

I called Maureen Halversen, the AT&T person handling this issue and she agreed I should FAX the summary sheets you and Don concurred with and the latest copy of your AT&T billing statement to her. I advised Maureen you are expecting a credit on the long overage amount and a check for the total difference in the long distance charges. I will keep all of the data I have collected regarding this matter at my fingertips until this issue is resolved. However, I cannot be certain if this will occur quickly or not.

D/SH
18



Amount Billed
To Main Account

87.87

Billing Number Account Number
345-3724 7004043

Billing Date	Delinquent After
DEC 01, 1997	DEC 19, 1997

Previous Bill	Previous Payments	Adjustments	Previous Balance	Current Charges
118.59	0.00	118.59-	0.00	87.87
PAYMENTS RECEIVED AFTER NOV 20 ARE NOT INCLUDED				

FOR BILLING QUESTIONS, PLEASE CALL 1-800-417-8667
FOR SERVICE CHANGES, PLEASE CALL 1-800-395-4656

ALL OF US AT INTRASTATE TELECOMMUNICATIONS WISH EACH OF YOU A VERY
MERRY CHRISTMAS AND THE HAPPIEST OF NEW YEARS

LAKE AREA HOSPITAL
PO BOX 489
WEBSTER SD 57274-0489

BILLED TO MAIN ACCOUNT
DO NOT PAY

0150.498

345-3724 7004043

Customer Detail

DEC97

Pg 1/5

INTRASTATE TELECOMMUNICATIONS CURRENT CHARGES			
MONTHLY TEL SERV FROM DEC 01 TO DEC 31		0.80	
DIAL TONE CHARGE		26.00	
911 USER FEE		0.75	
FCC ACCESS CHARGE		6.00	
TELECOMMUNICATIONS RELAY		0.15	
Total Recurring			33.70
TOTAL LOCAL CHARGES			
			33.70
ITC LONG DISTANCE CHARGES (INCL TAX)			47.27
ITC LONG DISTANCE CHARGES (INCL TAX)			2.40
US LONG DISTANCE INC. CHARGES (INCL TAX)			4.50
SUBTOTAL FOR 345-3724			87.87
THE ITEMS AND AMOUNTS LISTED UNDER MONTHLY CHARGES ARE CONTAINED IN THE MONTHLY TEL SERV AMOUNT WHICH IS TOTALLED ABOVE WITH YOUR OTHER CURRENT CHARGES. ALL TOTAL RECURRING CHARGES LISTED ABOVE ARE BILLED ONE MONTH IN ADVANCE.			
INTRASTATE TELECOMMUNICATIONS MONTHLY CHARGES			
DESCRIPTION	QTY	EACH	AMOUNT
NON-PUBLISHED SERVICE	1	0.00	0.00
WIRE MAINTENANCE - BUSINESS	1	0.80	0.80
TOTAL MONTHLY CHARGES			0.80



DEC97 7204043 ITC LOW DISTANCE 345-3724 Pg 2/5

DATE	CT	PLACE	AREA-NUMBER	MIN	TIME	AMOUNT
10/20	DD	TO VERLEN	SD 605 738-2361	4.9	9:36AM	1.29P
10/20	DD	TO SIOUX FLS	SD 605 373-0639	1	10:55AM	0.43P
10/20	DD	TO VERLEN	SD 605 738-2361	2.0	11:53AM	0.60P
10/21	DD	TO WATERTOWN	SD 605 882-4343	2.1	9:18AM	0.62P
10/21	DD	TO SIOUX FLS	SD 605 339-1999	1	9:26AM	0.43P
10/21	DD	TO WATERTOWN	SD 605 882-7000	2.8	10:34AM	0.79P
10/21	DD	TO SIOUX FLS	SD 605 333-1562	2.1	1:30PM	0.74P
10/21	DD	TO SIOUX FLS	SD 605 333-1562	1	1:37PM	0.43P
10/21	DD	TO SIOUX FLS	SD 605 333-6422	11.4	1:43PM	3.44P
10/21	DD	TO CLARK	SD 605 532-3431	3.0	2:03PM	0.84P
10/21	DE	TO FLORENCE	SD 605 758-2138	6.1	5:24PM	0.97P
10/21	DE	TO SIOUX FLS	SD 605 339-3844	1	7:11PM	0.34P
10/22	DD	TO SIOUX FLS	SD 605 334-8588	4.3	8:45AM	1.38P
10/22	DD	TO WATERTOWN	SD 605 882-1067	1.4	12:47PM	0.43P
10/22	DD	TO MILBANK	SD 605 432-4587	1.4	3:09PM	0.49P
10/22	DD	TO RAPID CITY	SD 605 343-1040	6.3	3:22PM	2.03P
10/22	DD	TO MILBANK	SD 605 432-4587	1	3:32PM	0.38P
10/23	DD	TO SIOUX FLS	SD 605 333-7372	1.9	10:24AM	0.69P
10/23	DD	TO SIOUX FLS	SD 605 333-7000	2.8	2:16PM	0.95P
10/24	DD	TO SIOUX FLS	SD 605 331-2340	1.3	9:39AM	0.51P
10/24	DD	TO CLARK	SD 605 532-3287	3.7	12:46PM	1.00P
10/24	DD	TO MILBANK	SD 605 432-4589	2.2	2:26PM	0.69P
10/24	DD	TO SIOUX FLS	SD 605 373-7218	2.3	4:14PM	0.80P
10/24	DE	TO ANKOVER	SD 605 288-5620	1.6	5:27PM	0.32P
10/24	DE	TO MILBANK	SD 605 432-4441	2.4	7:00PM	0.59P
10/25	DE	TO VERLEN	SD 605 738-2214	3.4	6:56AM	0.92P
10/26	DD	TO SIOUX FLS	SD 605 338-5551	1	12:30PM	0.27P
10/27	DD	TO GROTON	SD 605 397-4489	8.4	8:18AM	1.47P
10/27	DD	TO YAKETON	SD 605 658-8000	1	8:32AM	0.43P
10/27	DD	TO SIOUX FLS	SD 605 338-1703	12.6	9:05AM	3.78P
10/27	DD	TO SIOUX FLS	SD 605 698-3604	2.2	9:38AM	0.64P
10/27	DD	TO SIOUX FLS	SD 605 331-3167	1	12:25PM	0.43P
10/27	DD	TO SIOUX FLS	SD 605 331-3167	1	12:29PM	0.43P
10/27	DD	TO SIOUX FLS	SD 605 331-3167	1	12:31PM	0.43P
10/27	DD	TO SIOUX FLS	SD 605 331-3119	1	12:33PM	0.43P
10/27	DD	TO VERLEN	SD 605 738-2214	4	1:36PM	1.10P
10/27	DD	TO SIOUX FLS	SD 605 333-6493	2.6	3:37PM	0.89P
10/27	DE	TO GROTON	SD 605 397-4489	1	8:41PM	0.27P
10/28	DD	TO SIOUX FLS	SD 605 333-6422	1.1	10:33AM	0.43P
10/28	DD	TO SIOUX FLS	SD 605 331-3175	1	3:08PM	0.43P
10/28	DD	TO SIOUX FLS	SD 605 338-5989	1	4:43PM	0.43P
10/29	DD	TO SIOUX FLS	SD 605 333-6585	4.3	9:37AM	1.38P
10/29	DD	TO ABERDEEN	SD 605 622-5020	9.6	12:06PM	2.54P
10/29	DD	TO WATERTOWN	SD 605 888-5777	5.4	2:17PM	1.41P
10/29	DD	TO WATERTOWN	SD 605 882-7886	8.4	4:10PM	2.13P
10/29	DD	TO WATERTOWN	SD 605 882-7886	10.7	4:19PM	2.88P
10/30	DD	TO SIOUX FLS	SD 605 339-1999	13.5	8:54AM	4.03P
10/30	DD	TO SIOUX FLS	SD 605 333-6493	1	9:54AM	0.43P
10/30	DD	TO SIOUX FLS	SD 605 333-6493	3.5	9:54AM	1.13P



DEC97 7004043 ITC LONG DISTANCE 345-3724 Pg 3/5

DATE	*CT	PLACE	AREA-NUMBER	MIN	TIME	AMOUNT
10/30/00	DD	TO SIOUX FLS SD	605 339-3744	9.1	10:05AM	2.77P
10/30/00	DD	TO ABERDEEN SD	605 221-3089	13.1	11:21AM	3.51P
10/30/00	DD	TO WATERTOWN SD	605 685-7821	2.5	2:01PM	0.72P
10/30/00	DD	TO ABERDEEN SD	605 622-5613	1	3:05PM	0.36P
10/30/00	DD	TO ABERDEEN SD	605 622-3605	1	4:05PM	0.36P
10/31/00	DD	TO SIOUX FLS SD	605 339-3874	1.6	8:03AM	0.60P
10/31/00	DD	TO SIOUX FLS SD	605 339-0898	2.7	9:55AM	0.92P

*CT CALL TYPE: EXPLANATION

DD	Direct dialed Day
DE	Direct dialed Evening
DN	Direct dialed Night/Weekend

ANYTIME ANYPLACE VOL DIS (P) CALLS		
TOTAL AFTER 20.01 DISCOUNT APPLIED	47.27	
TAXES FED 0.00 STA 0.00 LOC 0.00	0.00	
CALLING PLAN TOTAL (INCL TAX)		47.27

ITC LONG DISTANCE	TOTAL CHARGES	47.27
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Express Communications dba ITC Long Distance

DEC97 7004043 ITC LONG DISTANCE 345-3724 Pg 4/5

DATE	*CT	PLACE	AREA-NUMBER	MIN	TIME	AMOUNT
10/30		TO DIR ASSIST CH	605 411-0000		4:53PM	0.60
11/03		TO DIR ASSIST CH	605 411-0000		11:29AM	0.60
11/05		TO DIR ASSIST CH	605 411-0000		3:21PM	0.60
11/13		TO DIR ASSIST CH	605 411-0000		10:20AM	0.60
REGULAR USAGE						2.40
TAXES FED 0.00 STA 0.00						0.00
REGULAR USAGE TOTAL (INCL TAX)						2.40
ITC LONG DISTANCE					TOTAL CHARGES	2.40

DEC97		7004043		US LONG DISTANCE INC.		345-3724 Pg 5/5	
DATE	*CT	PLACE	AREA-NUMBER	MIN	TIME	AMOUNT	
08/16	DW	TO REYNOLDSBURG OH	614 864-1340	8	8:02PM	1.85	
08/17	DE	TO ABERDEEN SD	605 226-3415	11	8:23PM	2.65	
*CT CALL TYPE: EXPLANATION							
DW Direct dialed Night/Weekend							
DE Direct dialed Evening							
REGULAR USAGE						4.50	
TAXES FED 0.00 STA 0.00						0.00	
REGULAR USAGE TOTAL (INCL TAX)						4.50	
US LONG DISTANCE INC.						TOTAL CHARGES 4.50	

Amount Billed
To Main Account

112.72

Billing Number

345-3493

Account Number

7004043

Billing Date

DEC 01, 1997

Delinquent After

DEC 19, 1997

Previous Bill	Previous Payments	Adjustments	Previous Balance	Current Charges
225.43	0.00	225.43-	0.00	112.72

PAYMENTS RECEIVED AFTER NOV 20 ARE NOT INCLUDED

FOR BILLING QUESTIONS, PLEASE CALL 1-800-417-8667
FOR SERVICE CHANGES, PLEASE CALL 1-800-395-4656

ALL OF US AT INTRASTATE TELECOMMUNICATIONS WISH EACH OF YOU A VERY
MERRY CHRISTMAS AND THE HAPPIEST OF NEW YEARS.

LAKE AREA HOSPITAL
PO BOX 489
WEBSTER SD 57274-0489

BILLED TO MAIN ACCOUNT
DO NOT PAY

01504.464

345-3493 7004043

Customer Detail

DEC97

Pg 1/5

INTRASTATE TELECOMMUNICATIONS CURRENT CHARGES	
MONTHLY TELE SERV FROM DEC 01 TO DEC 31	0.80
DIAL TONE CHARGE	26.00
911 USER FEE	0.75
FCC ACCESS CHARGE	8.00
TELECOMMUNICATIONS RELAY	0.15
Total Recurring	33.70
TOTAL LOCAL CHARGES 33.70	
ITC LONG DISTANCE CHARGES (INCL TAX)	78.42
ITC LONG DISTANCE CHARGES (INCL TAX)	0.60
SUBTOTAL FOR 345-3493	112.72

THE ITEMS AND AMOUNTS LISTED UNDER MONTHLY CHARGES ARE
CONTAINED IN THE MONTHLY TELE SERV AMOUNT WHICH IS TOTALED
ABOVE WITH YOUR OTHER CURRENT CHARGES. ALL TOTAL RECURRING
CHARGES LISTED ABOVE ARE BILLED ONE MONTH IN ADVANCE.

INTRASTATE TELECOMMUNICATIONS MONTHLY CHARGES

DESCRIPTION	QTY	EACH	AMOUNT
NON-PUBLISHED SERVICE	1	0.00	0.00
WIRE MAINTENANCE - BUSINESS	1	0.80	0.80
TOTAL MONTHLY CHARGES			0.80



DEC97 7004243 ITC LONG DISTANCE 345-3493 Pg 2/5

DATE	*CT	PLACE	AREA-NUMBER	MIN	TIME	AMOUNT
10/20	DN	TO VERLEN	SD 605 738-2361	4.9	7.16AM	0.84P
10/20	DD	TO MILBANK	SD 605 432-4589	1	9.08AM	0.39P
10/20	DD	TO SIOUX FLS	SD 605 333-2175	1	10.05AM	0.43P
10/20	DD	TO ABERDEEN	SD 605 229-2544	4.8	10.07AM	1.34P
10/20	DD	TO ABERDEEN	SD 605 622-3605	1	10.19AM	0.39P
10/20	DD	TO WATERTOWN	SD 605 886-3128	1	10.41AM	0.36P
10/20	DD	TO ABERDEEN	SD 605 229-2544	1.9	10.50AM	0.61P
10/20	DD	TO WATERTOWN	SD 605 882-7146	12.4	1.25PM	3.09P
10/20	DD	TO WATERTOWN	SD 605 882-4211	1	3.11PM	0.36P
10/20	DD	TO SIOUX FLS	SD 605 882-4211	1.8	3.14PM	0.55P
10/20	DD	TO WATERTOWN	SD 605 698-3201	1	3.45PM	0.76P
10/20	DD	TO WATERTOWN	SD 605 886-8471	1.1	4.37PM	0.38P
10/20	DD	TO MILBANK	SD 605 432-4587	2.4	4.52PM	0.74P
10/21	DN	TO VERLEN	SD 605 738-2214	2.6	6.35AM	0.48P
10/21	DD	TO SIOUX FLS	SD 605 333-1531	1.4	9.52AM	0.34P
10/21	DD	TO COLUMBIA	SD 605 396-2370	1	9.56AM	0.39P
10/21	DD	TO ABERDEEN	SD 605 626-2391	5.8	9.57AM	1.59P
10/21	DD	TO WATERTOWN	SD 605 882-7000	2.3	10.48AM	0.67P
10/21	DD	TO WATERTOWN	SD 605 882-7820	1	11.04AM	0.36P
10/21	DD	TO ABERDEEN	SD 605 882-7000	1.3	11.28AM	0.43P
10/21	DD	TO MILBANK	SD 605 432-4538	12.5	11.43AM	3.26P
10/21	DD	TO ABERDEEN	SD 605 622-5857	1	11.58AM	0.39P
10/21	DD	TO SIOUX FLS	SD 605 698-3167	1.3	12.20PM	0.43P
10/21	DD	TO SIOUX FLS	SD 605 331-3167	1	3.07PM	0.43P
10/21	DD	TO SIOUX FLS	SD 605 331-3167	1	3.31PM	0.43P
10/21	DD	TO SIOUX FLS	SD 605 334-8588	5.4	4.03PM	1.70P
10/21	DD	TO PIERRE	SD 605 773-3356	1	4.12PM	0.43P
10/21	DE	TO SIOUX FLS	SD 605 339-3644	1	6.42PM	0.34P
10/21	DE	TO SIOUX FLS	SD 605 339-3944	1.2	7.11PM	0.39P
10/21	DD	TO VERLEN	SD 605 738-2214	3.3	8.03PM	0.72P
10/22	DD	TO MILBANK	SD 605 432-9400	1	9.48AM	0.39P
10/22	DD	TO WATERTOWN	SD 605 882-7000	2.0	10.11AM	0.60P
10/22	DD	TO WATERTOWN	SD 605 882-7000	2.2	10.23AM	0.47P
10/22	DD	TO WATERTOWN	SD 605 882-7732	2.3	10.58AM	0.67P
10/22	DD	TO ABERDEEN	SD 605 622-5000	1.1	11.08AM	0.41P
10/22	DD	TO ABERDEEN	SD 605 622-5000	1	11.09AM	0.38P
10/22	DD	TO WATERTOWN	SD 605 882-5447	1.6	11.30AM	0.50P
10/22	DD	TO SUMMIT	SD 605 398-6565	1	12.34PM	0.34P
10/22	DD	TO RAPID CITY	SD 605 343-1040	1	12.50PM	0.44P
10/22	DD	TO WATERTOWN	SD 605 882-7000	2.3	1.27PM	0.67P
10/23	DD	TO ABERDEEN	SD 605 226-2828	8.6	10.19AM	2.29P
10/23	DD	TO ABERDEEN	SD 605 626-2720	1	12.15PM	0.39P
10/23	DD	TO PIERRE	SD 605 773-3356	5.6	3.32PM	1.76P
10/23	DD	TO SIOUX FLS	SD 605 333-1993	4.2	4.20PM	1.35P
10/23	DE	TO SIOUX FLS	SD 605 338-5889	2.9	5.13PM	0.78P
10/23	DE	TO GROSVEAU	SD 605 397-4489	1	6.04PM	0.27P
10/24	DN	TO WATERTOWN	SD 605 882-7794	1.4	7.38AM	0.29P
10/24	DD	TO WATERTOWN	SD 605 882-7770	1	8.20AM	0.36P
10/24	DD	TO ABERDEEN	SD 605 229-3954	1	9.23AM	0.39P



DEC97 7004043 ITC LONG DISTANCE 345-3493 Pg 3/5

DATE	ACT	PLACE	AREA-NUMBER	MIN	TIME	AMOUNT
10/24 DD		TO SIOUX FLS SD	605 333-2176	1	9:58AM	0.43P
10/24 DD		TO SIOUX FLS SD	605 336-1180	4.9	10:03AM	1.56P
10/24 DD		TO ABERDEEN SD	605 229-3954	1	10:19AM	0.39P
10/24 DD		TO BURON SD	605 352-7754	1	10:20AM	0.40P
10/24 DD		TO ABERDEEN SD	605 622-3598	1.4	11:58AM	0.49P
10/24 DD		TO SIOUX FLS SD	605 334-8588	2.7	12:32PM	0.92P
10/24 DD		TO WATERTOWN SD	605 882-1493	1	12:35PM	0.36P
10/24 DD		TO MILBANK SD	605 432-4580	1.4	12:52PM	0.48P
10/24 DD		TO SIOUX FLS SD	605 333-7138	5.6	2:07PM	1.76P
10/25 DD		TO MILBANK SD	605 432-4538	1	12:31PM	0.25P
10/26		TO DIA ASST	605 555-1212		12:30PM	0.60
10/26 DN		TO TEA SD	605 368-5734	4.8	12:31PM	0.99P
10/26 DN		TO TEA SD	605 368-5734	1	12:49PM	0.27P
10/27 DD		TO SIOUX FLS SD	605 322-8000	1	8:33AM	0.43P
10/27 DD		TO SIOUX FLS SD	605 338-1703	1	8:34AM	0.43P
10/27 DD		TO ABERDEEN SD	605 229-5605	1	9:03AM	0.39P
10/27 DD		TO ABERDEEN SD	605 229-5605	1	9:05AM	0.39P
10/27 DD		TO ABERDEEN SD	605 229-5605	1	9:05AM	0.39P
10/27 DD		TO ABERDEEN SD	605 229-5605	1	9:05AM	0.39P
10/27 DD		TO ABERDEEN SD	605 229-5605	1	9:05AM	0.39P
10/27 DD		TO SIOUX FLS SD	605 322-7030	1	9:25AM	0.43P
10/27 DD		TO SIOUX FLS SD	605 331-3167	1	9:42AM	0.47P
10/27 DD		TO SIOUX FLS SD	605 331-3167	1	9:47AM	0.43P
10/27 DD		TO ABERDEEN SD	605 225-7100	1.1	10:11AM	0.41P
10/27 DD		TO SIOUX FLS SD	605 338-1899	1	10:18AM	0.45P
10/27 DD		TO WATERTOWN SD	605 886-2797	1	11:34AM	0.36P
10/27 DD		TO SIOUX FLS SD	605 331-3167	1	12:02PM	0.43P
10/27 DD		TO VERLEN SD	605 738-2814	5.2	12:08PM	1.36P
10/27 DD		TO ABERDEEN SD	605 626-3145	8.0	1:03PM	2.14P
10/27 DD		TO SIOUX FLS SD	605 331-3167	1	2:09PM	0.43P
10/27 DD		TO SIOUX FLS SD	605 361-8521	12.3	2:30PM	3.70P
10/27 DD		TO WATERTOWN SD	605 886-8471	1.3	3:12PM	0.43P
10/27 DE		TO SIOUX FLS SD	605 688-7411	2.4	8:24PM	0.50P
10/27 DE		TO ANDOVER SD	605 298-5239	1	8:58PM	0.24P
10/28 DN		TO ABERDEEN SD	605 226-1218	1	6:57AM	0.25P
10/28 DN		TO ABERDEEN SD	605 380-5656	1	6:58AM	0.25P
10/28 DN		TO VERLEN SD	605 738-2361	1.6	7:09AM	0.32P
10/28 DN		TO ABERDEEN SD	605 229-5605	1	7:58AM	0.25P
10/28 DN		TO ABERDEEN SD	605 622-7349	1	7:58AM	0.25P
10/28 DD		TO WATERTOWN SD	605 882-4343	1	10:22AM	0.36P
10/28 DD		TO MILBANK SD	605 432-4587	1.3	2:30PM	0.48P
10/28 DD		TO SIOUX FLS SD	605 333-1592	1.9	2:35PM	0.69P
10/28 DD		TO WATERTOWN SD	605 886-8471	2.0	4:42PM	0.60P
10/28 DN		TO BAKESBOTA SD	605 743-2433	23.5	4:51PM	6.10P
10/29 DD		TO SIOUX FLS SD	605 373-7218	1.3	8:10AM	0.51P
10/29 DD		TO ABERDEEN SD	605 225-1010	1.5	8:15AM	0.51P
10/29 DD		TO SIOUX FLS SD	605 333-5577	1	9:46AM	0.43P
10/29 DD		TO ABERDEEN SD	605 622-5536	2.7	10:15AM	0.81P
10/29 DD		TO LANGFORD SD	605 493-6524	1	3:11PM	0.34P



DEC97 7004043 ITC LONG DISTANCE 345-3493 Pg 4/5

[illegible]

Account Number	Bill Date	Payment Due Date
020 245 9399 001	NOV 18, 1997	DEC 18, 1997

**AT&T**

LAKE AREA HOSP FOUNDATION
PO BOX 489
WEBSTER SD 57274-0489

6118 • J. Neurosci., September 24, 2008 • 28(39):6113–6120

NATL MEDICAL DIAGNOSTICS

AT&T SERVICE MEMBERSHIP DISCOUNT PLAN

For Customer Care: 1 800 524-2455

ACCOUNT STATUS		TOTAL DISCOUNTS	
PREVIOUS BALANCE	\$347.96%	The Total Long Distance Discount	
PAYMENTS	\$0.00	For Your Account Is	\$218.78
ADJUSTMENTS	\$0.00		
TOTAL CURRENT CHARGES	\$163.43		
TOTAL AMOUNT DUE	\$0.00		
YOU HAVE A CREDIT BALANCE	\$184.53%		

**** Important News About Your Account ****

Just For Your Business

Your laptop and AT&T Direct® Service - two simple solutions working together. When you need a dial-in E-mail connection from abroad, trust AT&T Laptop Access Software. It's the connection that helps keep you informed.

For more information or to obtain the software, please visit our web site at www.att.com/business_traveler/laptop.html or call your Account Executive.

Regulatory News

The Telecom Act of 1996 established that pay phone owners must be compensated for coinless calls placed from their pay phones. The FCC ordered that compensation to pay phone owners be calculated on a 'per call' basis, effective October 7, 1997. Toll-free, Business Operator Handled and Business Calling Card calls placed from a pay phone are subject to a pay phone surcharge of 28 cents.

Thank you for using AT&T where every customer counts

PLEASE MAKE CHECKS PAYABLE TO AT&T AND INCLUDE YOUR ACCOUNT NUMBER ON PAYMENT.
PLEASE MAKE SURE THAT THE AT&T P.O. BOX ADDRESS IS SHOWING THROUGH THE ENVELOPE WINDOW.

TO ENSURE PROPER CREDIT, PLEASE DETACH THIS PORTION AND RETURN WITH REMITTANCE

010875 2 AB 491 A39

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LAKE AREA HQSP FOUNDATION

PO BOX 489

WEBSTER SD 57274-0489

**AT&T**

Account Number 020 245 9399 001

Bill Date NOV 18, 1997

Payment Due Date	DEC 18, 1997
------------------	--------------

Total Amount Due	\$0.00
------------------	--------

20.00

Amount Enclosed \$

S

Check here if name, address, or telephone number has changed. See reverse side.



Please send Payments to

AT&T

P.O. BOX 27-680

KANSAS CITY, MO

64180-0680

[illegible]

02024593990010500000000000000000000000016343000000000009

00110549

Account Number	Bill Date	Payment Due Date
020 245 9399 001	NOV 18, 1997	DEC 18, 1997



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LAKE AREA HOSP FOUNDATION
PO BOX 409
WESTER SD 57274-0409

REF # 605 245 3328

NATL MEDICAL DIAGNOSTICS
AT&T SERVICE MEMBERSHIP DISCOUNT PLAN
Summary of Charges

EXPLANATION	AMOUNT
USAGE CHARGES	
LONG DISTANCE SERVICE	
OUTBOUND	
Usage Eligible For Discount	\$369.64
Usage Ineligible For Discount	7.60
SUBTOTAL	\$372.24
DISCOUNT ACTIVITY	
LONG DISTANCE SERVICE	\$218.78%
SUBTOTAL	\$218.78%
TAXES	
LONG DISTANCE SERVICE	
Federal Tax	\$4.60
State Tax	3.58
Local Tax	1.79
SUBTOTAL	\$9.97
TOTAL CURRENT CHARGES	\$163.43

Account Number	Bill Date	Payment Due Date
020 245 9399 001	NOV 18, 1997	DEC 18, 1997



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LAKE AREA HOSP FOUNDATION
PO BOX 489
WEBSTER SD 57274-0489
REF # 685 345 5308

NATL MEDICAL DIAGNOSTICS
AT&T SERVICE MEMBERSHIP DISCOUNT PLAN
Discount Activity

DISCOUNT ACTIVITY FOR ENTIRE ACCOUNT	DISCOUNT AMOUNT
<i>Your annual commitment is \$2,400.00. This month's usage of \$364.64 is being included in the amount needed to reach your annual commitment. You have accumulated a total of \$1,139.69 over the last 6 month(s).</i>	
LONG DISTANCE SERVICE Volume Discount on \$364.64 Promotion Credit(s) NATL MEDICAL DIAGNOSTICS Discount on \$364.64 at 5.00%	\$145.85% \$54.70% \$18.23%
SUBTOTAL	\$218.78%
TOTAL	\$218.78%

ACCOUNT	EXPLANATION	USAGE ELIGIBLE FOR DISCOUNT	DISCOUNT PERCENTAGE	DISCOUNT AMOUNT*
OUTBOUND 016 427 3488 002 LAKE AREA HOSP FOUNDATION 2 GILBERT DESPIEGLER PO BOX 489 WEBSTER SD 57274-0489	LONG DISTANCE SERVICE Volume Discount Competitive Advantage Offer Credit Discount For: NATL MEDICAL DIAGNOSTICS	\$364.64 \$364.64	15.00% 5.00%	\$145.85% \$54.70% \$18.23%
	SUBTOTAL			\$218.78%
	TOTAL			\$218.78%

* Due to rounding the location discount may differ slightly from the total discount at the national level.

Account Number	Bill Date	Payment Due Date
020 245 9399 001	NOV 18, 1997	DEC 18, 1997



LAKE AREA HOSP FOUNDATION
PO BOX 440
WEBSTER SD 57274-0440

REF # 605 345 3328

NATL MEDICAL DIAGNOSTICS
AT&T SERVICE MEMBERSHIP DISCOUNT PLAN
Summary of Usage by Call Type

CALL TYPE	NUMBER OF CALLS	DURATION (hh:mm:ss)	USAGE INELIGIBLE FOR DISCOUNT	USAGE ELIGIBLE FOR DISCOUNT	DISCOUNT AMOUNT \$	POST DISCOUNT AMOUNT	AVERAGE RATE PER MINUTE +
LONG DISTANCE							
SWITCHED OUTBOUND							
DIRECT DIAL							
Interstate	167	9:08:42		\$150.43	\$90.15%	\$68.28	\$0.1098
IntralATA	385	13:50:06		214.21	128.65%	85.50	0.1030
DIRECTORY ASSIST							
Interstate	4		3.80				
IntralATA	4		5.80				
TOTAL	560	22:58:48	87.60	\$364.64	\$218.76%	\$145.86	\$0.1057

* The Average Rate Per Minute combines peak/off peak calls and discounts. Ineligible usage is not included in the Average Rate Per Minute calculation.

\$ The discount amount per call is reduced when the threshold has been exceeded.

Account Number	Bill Date	Payment Due Date
020 245 9399 001	NOV 18, 1997	DEC 18, 1997



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LAKE AREA HOSP FOUNDATION
PO BOX 489
WEBSTER SD 57274-0489

REF # 605 345 3528

NATL MEDICAL DIAGNOSTICS
AT&T SERVICE MEMBERSHIP DISCOUNT PLAN
Summary by Subaccount

SUBACCOUNT	EXPLANATION	AMOUNT
016 427 3487 002 LAKE AREA HOSP FOUNDATION PO BOX 489 WEBSTER SD 57274-0489 Ref # 605 345 3328	LONG DISTANCE SERVICE 0 Total Calls	
	SUBTOTAL	\$0.00
016 427 3488 002 LAKE AREA HOSP FOUNDATION % GILBERT DESPIEGLER PO BOX 489 WEBSTER SD 57274-0489 Ref # 605 345 3336	LONG DISTANCE SERVICE 560 Total Calls 22:58:48 Total Minutes/Seconds Directory Assistance Long Distance Charges Federal Tax State Tax Local Tax TOTAL LONG DISTANCE CHARGES	 \$7.60 145.86 4.60 3.58 1.79 \$163.43
	SUBTOTAL	\$163.43
* 016 427 3489 002 LAKE AREA HOSP FOUNDATION % GILBERT DESPIEGLER PO BOX 489 WEBSTER SD 57274-0489 Ref # 605 345 3921	LONG DISTANCE SERVICE 0 Total Calls	
	SUBTOTAL	\$0.00
	TOTAL	\$163.43

Account Number	Bill Date	Payment Due Date
020 245 9399 001	NOV 18, 1997	DEC 18, 1997



LAKE AHEA HOSP FOUNDATION
PO BOX 487
WEBSTER, MO 65724-0487

Subaccount: 016 427 3488 002

REF # 605 345 3356

NATL MEDICAL DIAGNOSTICS

AT&T SERVICE MEMBERSHIP DISCOUNT PLAN

Summary of Charges

ACCOUNT STATUS		TOTAL DISCOUNTS	
ADJUSTMENTS	\$0.00	The Total Long Distance Discount	
TOTAL CURRENT CHARGES	\$163.43	For Your Account Is	\$218.78
LOCATION AMOUNT	\$163.43		

EXPLANATION	AMOUNT
USAGE CHARGES	
LONG DISTANCE SERVICE	
OUTBOUND	
Usage Eligible For Discount	\$364.64
Usage Ineligible For Discount	7.60
SUBTOTAL	\$372.24
DISCOUNT ACTIVITY	
LONG DISTANCE SERVICE	
SUBTOTAL	\$218.78
TAXES	
LONG DISTANCE SERVICE	
Federal Tax	\$4.60
State Tax	3.58
Local Tax	1.79
SUBTOTAL	\$9.97
TOTAL CURRENT CHARGES	\$163.43

LAKE AREA HOSP FOUNDATION
PO BOX 489
WEBSTER SD 57274-0489



REF # 405-345-3356

Account Number	Bill Date	Payment Due Date
020 245 9399 001	NOV 18, 1997	DEC 18, 1997

Subaccount: 016 427 3488 002

NATL MEDICAL DIAGNOSTICS

AT&T SERVICE MEMBERSHIP DISCOUNT PLAN

Discount Activity

ACCOUNT	EXPLANATION	USAGE ELIGIBLE FOR DISCOUNT	DISCOUNT PERCENTAGE	DISCOUNT AMOUNT*
OUTBOUND 016 427 3488 002 LAKE AREA HOSP FOUNDATION PO BOX 489 WEBSTER SD 57274-0489	LONG DISTANCE SERVICE Volume Discount Competitive Advantage Offer Credit Discount for: NATL MEDICAL DIAGNOSTICS	 \$364.64 \$364.64	 15.00% 5.00%	 \$145.854 \$54.704 \$18.234
	TOTAL			\$218.764

* Due to rounding the location discount may differ slightly from the total discount at the national level.

Account Number	Bill Date	Payment Due Date
020 245 9399 001	NOV 18, 1997	DEC 18, 1997

Subaccount: 016 427 3488 002



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LAKE AREA HOSP FOUNDATION
PO BOX 465
WESTER SD 57274-0465

REF # 605 545 3336

NATL MEDICAL DIAGNOSTICS

AT&T SERVICE MEMBERSHIP DISCOUNT PLAN

Summary of Usage by Call Type

CALL TYPE	NUMBER OF CALLS	DURATION (hh:mm:ss)	USAGE INELIGIBLE FOR DISCOUNT	USAGE ELIGIBLE FOR DISCOUNT	DISCOUNT AMOUNT \$	POST DISCOUNT AMOUNT	AVERAGE RATE PER MINUTE *
LONG DISTANCE							
SWITCHED OUTBOUND							
DIRECT DIAL							
Interstate	167	9:08:42		\$150.43	\$90.15%	\$60.28	\$0.1098
IntraLATA	385	15:59:06		214.21	128.65%	85.58	0.1050
DIRECTORY ASSIST							
Interstate	4		3.00				
IntraLATA	4		3.00				
TOTAL	560	22:58:48	\$7.60	\$364.64	\$218.78%	\$145.86	\$0.1057

* The Average Rate Per Minute combines peak/off peak calls and discounts. Ineligible usage is not included in the Average Rate Per Minute calculation.

\$ The discount amount per call is reduced when the threshold has been exceeded.

NEXT

DOCUMENT (S)

BEST IMAGE

POSSIBLE

Account Number	Bill Date	Payment Due Date
020 245 9399 001	NOV 18, 1997	DEC 18, 1997

Subaccount: 016 427 3488 002

NATL MEDICAL DIAGNOSTICS

AT&T SERVICE MEMBERSHIP DISCOUNT PLAN

Call Detail

[illegible]

Payment Due Date	Amount Due	Amount Paid	Balance Due
1/15/2018	\$1,000.00	\$0.00	\$1,000.00
2/15/2018	\$1,000.00	\$0.00	\$2,000.00
3/15/2018	\$1,000.00	\$0.00	\$3,000.00
4/15/2018	\$1,000.00	\$0.00	\$4,000.00
5/15/2018	\$1,000.00	\$0.00	\$5,000.00
6/15/2018	\$1,000.00	\$0.00	\$6,000.00
7/15/2018	\$1,000.00	\$0.00	\$7,000.00
8/15/2018	\$1,000.00	\$0.00	\$8,000.00
9/15/2018	\$1,000.00	\$0.00	\$9,000.00
10/15/2018	\$1,000.00	\$0.00	\$10,000.00
11/15/2018	\$1,000.00	\$0.00	\$11,000.00
12/15/2018	\$1,000.00	\$0.00	\$12,000.00
1/15/2019	\$1,000.00	\$0.00	\$13,000.00
2/15/2019	\$1,000.00	\$0.00	\$14,000.00
3/15/2019	\$1,000.00	\$0.00	\$15,000.00
4/15/2019	\$1,000.00	\$0.00	\$16,000.00
5/15/2019	\$1,000.00	\$0.00	\$17,000.00
6/15/2019	\$1,000.00	\$0.00	\$18,000.00
7/15/2019	\$1,000.00	\$0.00	\$19,000.00
8/15/2019	\$1,000.00	\$0.00	\$20,000.00
9/15/2019	\$1,000.00	\$0.00	\$21,000.00
10/15/2019	\$1,000.00	\$0.00	\$22,000.00
11/15/2019	\$1,000.00	\$0.00	\$23,000.00
12/15/2019	\$1,000.00	\$0.00	\$24,000.00
1/15/2020	\$1,000.00	\$0.00	\$25,000.00
2/15/2020	\$1,000.00	\$0.00	\$26,000.00
3/15/2020	\$1,000.00	\$0.00	\$27,000.00
4/15/2020	\$1,000.00	\$0.00	\$28,000.00
5/15/2020	\$1,000.00	\$0.00	\$29,000.00
6/15/2020	\$1,000.00	\$0.00	\$30,000.00
7/15/2020	\$1,000.00	\$0.00	\$31,000.00
8/15/2020	\$1,000.00	\$0.00	\$32,000.00
9/15/2020	\$1,000.00	\$0.00	\$33,000.00
10/15/2020	\$1,000.00	\$0.00	\$34,000.00
11/15/2020	\$1,000.00	\$0.00	\$35,000.00
12/15/2020	\$1,000.00	\$0.00	\$36,000.00
1/15/2021	\$1,000.00	\$0.00	\$37,000.00
2/15/2021	\$1,000.00	\$0.00	\$38,000.00
3/15/2021	\$1,000.00	\$0.00	\$39,000.00
4/15/2021	\$1,000.00	\$0.00	\$40,000.00
5/15/2021	\$1,000.00	\$0.00	\$41,000.00
6/15/2021	\$1,000.00	\$0.00	\$42,000.00
7/15/2021	\$1,000.00	\$0.00	\$43,000.00
8/15/2021	\$1,000.00	\$0.00	\$44,000.00
9/15/2021	\$1,000.00	\$0.00	\$45,000.00
10/15/2021	\$1,000.00	\$0.00	\$46,000.00
11/15/2021	\$1,000.00	\$0.00	\$47,000.00
12/15/2021	\$1,000.00	\$0.00	\$48,000.00
1/15/2022	\$1,000.00	\$0.00	\$49,000.00
2/15/2022	\$1,000.00	\$0.00	\$50,000.00
3/15/2022	\$1,000.00	\$0.00	\$51,000.00
4/15/2022	\$1,000.00	\$0.00	\$52,000.00
5/15/2022	\$1,000.00	\$0.00	\$53,000.00
6/15/2022	\$1,000.00	\$0.00	\$54,000.00
7/15/2022	\$1,000.00	\$0.00	\$55,000.00
8/15/2022	\$1,000.00	\$0.00	\$56,000.00
9/15/2022	\$1,000.00	\$0.00	\$57,000.00
10/15/2022	\$1,000.00	\$0.00	\$58,000.00
11/15/2022	\$1,000.00	\$0.00	\$59,000.00
12/15/2022	\$1,000.00	\$0.00	\$60,000.00
1/15/2023	\$1,000.00	\$0.00	\$61,000.00
2/15/2023	\$1,000.00	\$0.00	\$62,000.00
3/15/2023	\$1,000.00	\$0.00	\$63,000.00
4/15/2023	\$1,000.00	\$0.00	\$64,000.00
5/15/2023	\$1,000.00	\$0.00	\$65,000.00
6/15/2023	\$1,000.00	\$0.00	\$66,000.00
7/1			

898 • J. Neurosci., May 5, 2004 • 24(18):895–898

AT&T SERVICE MEMBERSHIP DISCOUNT PLAN

Call Detail

[illegible]

LAKE AREA HOSP FOUNDATION
PO BOX 489
WEBSTER, SD 57274-0489

REF • 625 345 3336

AT&T

Account Number	Bill Date	Payment Due Date
020 245 9399 001	NOV 18, 1997	DEC 18, 1997

Subaccount: 016 427 3488 002

NATL MEDICAL DIAGNOSTICS

AT&T SERVICE MEMBERSHIP DISCOUNT PLAN

Call Detail

ITEM	DATE	TIME	PLACE	AREA CODE	DURATION	CALL	TIME	POST	ITEM	DATE	TIME	PLACE	AREA CODE	DURATION	CALL	TIME	POST
				NUMBER	IN MIN	TYPE	TYPE	AMOUNT					NUMBER	IN MIN	TYPE	TYPE	AMOUNT
LONG DISTANCE SERVICE																	
BRIEFING FOR DISCOUNT																	
BRIEFING NUMBER: 801-264-5455																	
INTERACTIVE JURY: 21-045																	
1	1/12/12	11:01:24	TO 1151070	801-264-5455	1:12	300	300	0.17	41	1/12/12	11:01:24	TO 1151070	801-264-5455	1:12	300	300	0.17
2	1/12/12	11:01:24	TO 1151070	801-264-5455	1:12	300	300	0.17	42	1/12/12	11:01:24	TO 1151070	801-264-5455	1:12	300	300	0.17
3	1/12/12	11:01:24	TO 1151070	801-264-5455	1:12	300	300	0.17	43	1/12/12	11:01:24	TO 1151070	801-264-5455	1:12	300	300	0.17
4	1/12/12	11:01:24	TO 1151070	801-264-5455	1:12	300	300	0.17	44	1/12/12	11:01:24	TO 1151070	801-264-5455	1:12	300	300	0.17
5	1/12/12	11:01:24	TO 1151070	801-264-5455	1:12	300	300	0.17	45	1/12/12	11:01:24	TO 1151070	801-264-5455	1:12	300	300	0.17
6	1/12/12	11:01:24	TO 1151070	801-264-5455	1:12	300	300	0.17	46	1/12/12	11:01:24	TO 1151070	801-264-5455	1:12	300	300	0.17
7	1/12/12	11:01:24	TO 1151070	801-264-5455	1:12	300	300	0.17	47	1/12/12	11:01:24	TO 1151070	801-264-5455	1:12	300	300	0.17
8	1/12/12	11:01:24	TO 1151070	801-264-5455	1:12	300	300	0.17	48	1/12/12	11:01:24	TO 1151070	801-264-5455	1:12	300	300	0.17
9	1/12/12	11:01:24	TO 1151070	801-264-5455	1:12	300	300	0.17	49	1/12/12	11:01:24	TO 1151070	801-264-5455	1:12	300	300	0.17
10	1/12/12	11:01:24	TO 1151070	801-264-5455	1:12	300	300	0.17	50	1/12/12	11:01:24	TO 1151070	801-264-5455	1:12	300	300	0.17
11	1/12/12	11:01:24	TO 1151070	801-264-5455	1:12	300	300	0.17	51	1/12/12	11:01:24	TO 1151070	801-264-5455	1:12	300	300	0.17
12	1/12/12	11:01:24	TO 1151070	801-264-5455	1:12	300	300	0.17	52	1/12/12	11:01:24	TO 1151070	801-264-5455	1:12	300	300	0.17
13	1/12/12	11:01:24	TO 1151070	801-264-5455	1:12	300	300	0.17	53	1/12/12	11:01:24	TO 1151070	801-264-5455	1:12	300	300	0.17
14	1/12/12	11:01:24	TO 1151070	801-264-5455	1:12	300	300	0.17	54	1/12/12	11:01:24	TO 1151070	801-264-5455	1:12	300	300	0.17
15	1/12/12	11:01:24	TO 1151070	801-264-5455	1:12	300	300	0.17	55	1/12/12	11:01:24	TO 1151070	801-264-5455	1:12	300	300	0.17
16	1/12/12	11:01:24	TO 1151070	801-264-5455	1:12	300	300	0.17	56	1/12/12	11:01:24	TO 1151070	801-264-5455	1:12	300	300	0.17
17	1/12/12	11:01:24	TO 1151070	801-264-5455	1:12	300	300	0.17	57	1/12/12	11:01:24	TO 1151070	801-264-5455	1:12	300	300	0.17

Account Number
020 245 9399 001

Bill Date
NOV 18, 1997

Payment Due Date
DEC 18, 1997

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1997 AREA HOOP FOUNDATION
PO BOX 8870
WESTER, MO 65778-8870

REC # 005 345 5556



Subaccount: 016 427 3488 002

NATL MEDICAL DIAGNOSTICS AT&T SERVICE MEMBERSHIP DISCOUNT PLAN

Call Detail

ITEM	DATE	TIME	PLACE	AREA CODE NUMBER	DURATION	CALL TYPE	TIME OF DAY	POST DISCOUNT AMOUNT	ITEM	DATE	TIME	PLACE	AREA CODE NUMBER	DURATION	CALL TYPE	TIME OF DAY	POST DISCOUNT AMOUNT
LONG DISTANCE SERVICE BILLING FOR DISCOUNT BILLING NUMBER: 005 345 5566 INTERSTATE DIRECT DIALS									LONG DISTANCE SERVICE BILLING FOR DISCOUNT BILLING NUMBER: 005 345 5566 INTERSTATE DIRECT DIALS								
1	11/18/97	2:34:15P	TO 00000000	MO 612 941 4700	2:32:20	PRM	0:14	40.00	11/18/97	10:44:10P	TO 00000000	MO 612 955 9910	2:34:20	PRM	0:14		
2	11/18/97	3:03:15P	TO 00000000	MO 612 938 7800	3:04:20	PRM	0:22	60.00	11/18/97	11:31:04P	TO 00000000	MO 612 936 2100	3:04:20	PRM	0:22		
3	11/18/97	3:43:15P	TO 00000000	MO 612 942 1800	3:46:20	PRM	0:18	40.00	11/18/97	12:00:10P	TO 00000000	MO 612 999 5200	2:36:20	PRM	0:24		
4	11/18/97	4:05:00P	TO 00000000	MO 612 937 4700	4:04:20	PRM	0:09	20.00	11/18/97	1:11:50P	TO 00000000	MO 612 999 5200	3:14:20	PRM	0:10		
5	11/18/97	4:36:15P	TO 00000000	MO 612 935 9300	4:39:20	PRM	0:14	40.00	11/18/97	1:22:50P	TO 00000000	MO 612 999 5200	3:17:20	PRM	0:27		
6	11/18/97	4:41:15P	TO 00000000	MO 612 938 7800	4:41:20	PRM	0:04	10.00	11/18/97	1:39:10P	TO 00000000	MO 612 932 9000	2:17:20	PRM	0:27		
7	11/18/97	5:11:15P	TO 00000000	MO 612 942 1800	5:10:20	PRM	0:23	50.00	11/18/97	2:01:20P	TO 00000000	MO 612 949 7800	2:17:20	PRM	0:27		
8	11/18/97	5:34:15P	TO 00000000	MO 612 942 1800	5:34:20	PRM	0:04	10.00	11/18/97	2:31:20P	TO 00000000	MO 612 932 9000	3:00:20	PRM	0:11		
9	11/18/97	5:59:15P	TO 00000000	MO 612 942 1800	5:59:20	PRM	0:04	10.00	11/18/97	3:01:20P	TO 00000000	MO 612 932 9000	3:00:20	PRM	0:11		
10	11/18/97	6:24:15P	TO 00000000	MO 612 942 1800	6:24:20	PRM	0:04	10.00	11/18/97	3:31:20P	TO 00000000	MO 612 932 9000	3:00:20	PRM	0:11		
11	11/18/97	6:49:15P	TO 00000000	MO 612 942 1800	6:49:20	PRM	0:04	10.00	11/18/97	4:01:20P	TO 00000000	MO 612 932 9000	3:00:20	PRM	0:11		
12	11/18/97	7:14:15P	TO 00000000	MO 612 942 1800	7:14:20	PRM	0:04	10.00	11/18/97	4:31:20P	TO 00000000	MO 612 932 9000	3:00:20	PRM	0:11		
13	11/18/97	7:39:15P	TO 00000000	MO 612 942 1800	7:39:20	PRM	0:04	10.00	11/18/97	5:01:20P	TO 00000000	MO 612 932 9000	3:00:20	PRM	0:11		
14	11/18/97	8:04:15P	TO 00000000	MO 612 942 1800	8:04:20	PRM	0:04	10.00	11/18/97	5:31:20P	TO 00000000	MO 612 932 9000	3:00:20	PRM	0:11		
15	11/18/97	8:29:15P	TO 00000000	MO 612 942 1800	8:29:20	PRM	0:04	10.00	11/18/97	6:01:20P	TO 00000000	MO 612 932 9000	3:00:20	PRM	0:11		
16	11/18/97	8:54:15P	TO 00000000	MO 612 942 1800	8:54:20	PRM	0:04	10.00	11/18/97	6:31:20P	TO 00000000	MO 612 932 9000	3:00:20	PRM	0:11		
17	11/18/97	9:19:15P	TO 00000000	MO 612 942 1800	9:19:20	PRM	0:04	10.00	11/18/97	7:01:20P	TO 00000000	MO 612 932 9000	3:00:20	PRM	0:11		
18	11/18/97	9:44:15P	TO 00000000	MO 612 942 1800	9:44:20	PRM	0:04	10.00	11/18/97	7:31:20P	TO 00000000	MO 612 932 9000	3:00:20	PRM	0:11		
19	11/18/97	10:09:15P	TO 00000000	MO 612 942 1800	10:09:20	PRM	0:04	10.00	11/18/97	8:01:20P	TO 00000000	MO 612 932 9000	3:00:20	PRM	0:11		
20	11/18/97	10:34:15P	TO 00000000	MO 612 942 1800	10:34:20	PRM	0:04	10.00	11/18/97	8:31:20P	TO 00000000	MO 612 932 9000	3:00:20	PRM	0:11		
TOTAL INTERSTATE DIRECT DIALS 619.94									TOTAL INTERSTATE DIRECT DIALS 619.94								
INTERSTATE DIRECT DIALS									INTERSTATE DIRECT DIALS								
21	11/18/97	1:01:00P	TO 00000000	MO 612 933 1800	1:01:20	PRM	0:23	50.00	11/18/97	1:01:00P	TO 00000000	MO 612 933 1800	1:01:20	PRM	0:23		
22	11/18/97	1:11:00P	TO 00000000	MO 612 933 1800	1:11:20	PRM	0:04	10.00	11/18/97	1:11:00P	TO 00000000	MO 612 933 1800	1:11:20	PRM	0:04		
23	11/18/97	1:21:00P	TO 00000000	MO 612 933 1800	1:21:20	PRM	0:04	10.00	11/18/97	1:21:00P	TO 00000000	MO 612 933 1800	1:21:20	PRM	0:04		
24	11/18/97	1:31:00P	TO 00000000	MO 612 933 1800	1:31:20	PRM	0:04	10.00	11/18/97	1:31:00P	TO 00000000	MO 612 933 1800	1:31:20	PRM	0:04		
25	11/18/97	1:41:00P	TO 00000000	MO 612 933 1800	1:41:20	PRM	0:04	10.00	11/18/97	1:41:00P	TO 00000000	MO 612 933 1800	1:41:20	PRM	0:04		
26	11/18/97	1:51:00P	TO 00000000	MO 612 933 1800	1:51:20	PRM	0:04	10.00	11/18/97	1:51:00P	TO 00000000	MO 612 933 1800	1:51:20	PRM	0:04		
27	11/18/97	2:01:00P	TO 00000000	MO 612 933 1800	2:01:20	PRM	0:04	10.00	11/18/97	2:01:00P	TO 00000000	MO 612 933 1800	2:01:20	PRM	0:04		
28	11/18/97	2:11:00P	TO 00000000	MO 612 933 1800	2:11:20	PRM	0:04	10.00	11/18/97	2:11:00P	TO 00000000	MO 612 933 1800	2:11:20	PRM	0:04		
29	11/18/97	2:21:00P	TO 00000000	MO 612 933 1800	2:21:20	PRM	0:04	10.00	11/18/97	2:21:00P	TO 00000000	MO 612 933 1800	2:21:20	PRM	0:04		
30	11/18/97	2:31:00P	TO 00000000	MO 612 933 1800	2:31:20	PRM	0:04	10.00	11/18/97	2:31:00P	TO 00000000	MO 612 933 1800	2:31:20	PRM	0:04		
31	11/18/97	2:41:00P	TO 00000000	MO 612 933 1800	2:41:20	PRM	0:04	10.00	11/18/97	2:41:00P	TO 00000000	MO 612 933 1800	2:41:20	PRM	0:04		
32	11/18/97	2:51:00P	TO 00000000	MO 612 933 1800	2:51:20	PRM	0:04	10.00	11/18/97	2:51:00P	TO 00000000	MO 612 933 1800	2:51:20	PRM	0:04		
33	11/18/97	3:01:00P	TO 00000000	MO 612 933 1800	3:01:20	PRM	0:04	10.00	11/18/97	3:01:00P	TO 00000000	MO 612 933 1800	3:01:20	PRM	0:04		
34	11/18/97	3:11:00P	TO 00000000	MO 612 933 1800	3:11:20	PRM	0:04	10.00	11/18/97	3:11:00P	TO 00000000	MO 612 933 1800	3:11:20	PRM	0:04		
35	11/18/97	3:21:00P	TO 00000000	MO 612 933 1800	3:21:20	PRM	0:04	10.00	11/18/97	3:21:00P	TO 00000000	MO 612 933 1800	3:21:20	PRM	0:04		
36	11/18/97	3:31:00P	TO 00000000	MO 612 933 1800	3:31:20	PRM	0:04	10.00	11/18/97	3:31:00P	TO 00000000	MO 612 933 1800	3:31:20	PRM	0:04		
37	11/18/97	3:41:00P	TO 00000000	MO 612 933 1800	3:41:20	PRM	0:04	10.00	11/18/97	3:41:00P	TO 00000000	MO 612 933 1800	3:41:20	PRM	0:04		
38	11/18/97	3:51:00P	TO 00000000	MO 612 933 1800	3:51:20	PRM	0:04	10.00	11/18/97	3:51:00P	TO 00000000	MO 612 933 1800	3:51:20	PRM	0:04		
39	11/18/97	4:01:00P	TO 00000000	MO 612 933 1800	4:01:20	PRM	0:04	10.00	11/18/97	4:01:00P	TO 00000000	MO 612 933 1800	4:01:20	PRM	0:04		
40	11/18/97	4:11:00P	TO 00000000	MO 612 933 1800	4:11:20	PRM	0:04	10.00	11/18/97	4:11:00P	TO 00000000	MO 612 933 1800	4:11:20	PRM	0:04		
41	11/18/97	4:21:00P	TO 00000000	MO 612 933 1800	4:21:20	PRM	0:04	10.00	11/18/97	4:21:00P	TO 00000000	MO 612 933 1800	4:21:20	PRM	0:04		
42	11/18/97	4:31:00P	TO 00000000	MO 612 933 1800	4:31:20	PRM	0:04	10.00	11/18/97	4:31:00P	TO 00000000	MO 612 933 1800	4:31:20	PRM	0:04		
43	11/18/97	4:41:00P	TO 00000000	MO 612 933 1800	4:41:20	PRM	0:04	10.00	11/18/97	4:41:00P	TO 00000000	MO 612 933 1800	4:41:20	PRM	0:04		
44	11/18/97	4:51:00P	TO 00000000	MO 612 933 1800	4:51:20	PRM	0:04	10.00	11/18/97	4:51:00P	TO 00000000	MO 612 933 1800	4:51:20	PRM	0:04		
45	11/18/97	5:01:00P	TO 00000000	MO 612 933 1800	5:01:20	PRM	0:04	10.00	11/18/97	5:01:00P	TO 00000000	MO 612 933 1800	5:01:20	PRM	0:04		
46	11/18/97	5:11:00P	TO 00000000	MO 612 933 1800	5:11:20	PRM	0:04	10.00	11/18/97	5:11:00P	TO 00000000	MO 612 933 1800	5:11:20	PRM	0:04		
47	11/18/97	5:21:00P	TO 00000000	MO 612 933 1800	5:21:20	PRM	0:04	10.00	11/18/97	5:21:00P	TO 00000000	MO 612 933 1800	5:21:20	PRM	0:04		
48	11/18/97	5:31:00P	TO 00000000	MO 612 933 1800	5:31:20	PRM	0:04	10.00	11/18/97	5:31:00P	TO 00000000	MO 612 933 1800	5:31:20	PRM	0:04		
49	11/18/97	5:41:00P	TO 00000000	MO 612 933 1800	5:41:20	PRM	0:04	10.00	11/18/97	5:41:00P	TO 00000000	MO 612 933 1800	5:41:20	PRM	0:04		
50	11/18/97	5:51:00P	TO 00000000	MO 612 933 1800	5:51:20	PRM	0:04	10.00	11/18/97	5:51:00P	TO 00000000	MO 612 933 1800	5:51:20	PRM	0:04		
51	11/18/97	6:01:00P	TO 00000000	MO 612 933 1800	6:01:20	PRM	0:04	10.00	11/18/97	6:01:00P	TO 00000000	MO 612 933 1800	6:01:20	PRM	0:04		
52	11/18/97	6:11:00P	TO 00000000	MO 612 933 1800	6:11:20	PRM	0:04	10.00	11/18/97	6:11:00P	TO 00000000	MO 612 933 1800	6:11:20	PRM	0:04		
53	11/18/97	6:21:00P	TO 00000000	MO 612 933 1800	6:21:20	PRM	0:04	10.00	11/18/97	6:21:00P	TO 00000000	MO 612 933 1800	6:21:20	PRM	0:04		
54	11/18/97	6:31:00P	TO 00000000	MO 612 933 1800	6:31:20	PRM	0:04	10.00	11/18/97	6:31:00P	TO 00000000	MO 612 933 1800	6:31:20	PRM	0:04		
55	11/18/97	6:41:00P	TO 00000000	MO 612 933 1800	6:41:20	PRM	0:04	10.00	11/18/97	6:41:00P	TO 00000000	MO 612 933 1800	6:41:20	PRM	0:04		
56	11/18/97	6:51:00P	TO 00000000	MO 612 933 1800	6:51:20	PRM	0:04	10.00	11/18/97	6:51:00P	TO 00000000	MO 612 933 1800	6:51:20	PRM	0:04		
57	11/18/97	7:01:00P	TO 00000000	MO 612 933 1800	7:01:20	PRM	0:04	10.00	11/18/97	7:01:00P	TO 00000000	MO 612 933 1800	7:01:20	PRM	0:04		
58	11/18/97	7:11:00P	TO 00000000	MO 612 933 1800	7:11:20	PRM	0:04	10.00	11/18/97	7:11:00P	TO 00000000	MO 612 933 1800	7:11:20	PRM	0:04		
59	11/18/97	7:21:00P	TO 00000000	MO 612 933 1800	7:21:20	PRM	0:04	10.00	11/18/97	7:21:00P	TO 00000000	MO 612 933 1800	7:21:20	PRM			

Account Number	Bill Date	Payment Due Date
020 245 9399 001	NOV 18, 1997	DEC 18, 1997



LAKS AREA HOSP FOUNDATION
PO BOX 4075
WEBSTER SD 57274-0409

REF # 005 545 5356

Subaccount: 016 427 3488 002

NATL MEDICAL DIAGNOSTICS AT&T SERVICE MEMBERSHIP DISCOUNT PLAN

Call Detail

ITEM	DATE	TIME (in min)	PLACE	AREA CODE NUMBER	DURATION (in min)	CALL TYPE	TIME DAY	POST DISCOUNT AMOUNT	ITEM	DATE	TIME (in min)	PLACE	AREA CODE NUMBER	DURATION (in min)	CALL TYPE	TIME DAY	POST DISCOUNT AMOUNT
LONG DISTANCE SERVICE ELIGIBLE FOR DISCOUNT									LONG DISTANCE SERVICE ELIGIBLE FOR DISCOUNT								
RELAY NUMBER: 403 345-5354									RELAY NUMBER: 403 345-5354								
INTERSTATE DIRECT DIALS									INTERSTATE DIRECT DIALS								
1	11/18/97	2:10:00 PM	TO SIOUX FALLS	10 403 333-1553	1:00	DDC	PEAK	0.31	54	11/18/97	1:12:47 PM	TO SIOUX FALLS	10 403 333-1554	2:04	DDC	PEAK	0.31
2	11/18/97	3:10:00 PM	TO SIOUX FALLS	10 403 333-1553	0:42	DDC	PEAK	1.02	54	11/18/97	4:10:14 PM	TO SIOUX FALLS	10 403 333-1554	0:47	DDC	PEAK	0.29
3	11/18/97	5:10:00 PM	TO SIOUX FALLS	10 403 333-1553	0:30	DDC	PEAK	0.09	54	11/18/97	5:22:25 PM	TO SIOUX FALLS	10 403 333-1554	1:47	DDC	PEAK	0.31
TOTAL INTERSTATE DIRECT DIALS									TOTAL INTERSTATE DIRECT DIALS								
SUBTOTAL FOR 403 345-5354									SUBTOTAL FOR 403 345-5354								
06C 475									06C 475								
0.31									0.31								
0.09									0.09								
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From : Leni Healy

Company : South Dakota PUC

Fax Number : 605.773.3809

Time : 2:22:08

Pages including cover page : 18

We have received the following information from Lake Area Hospital in the form of a formal complaint. Commission policy allows a brief period in which the parties may seek an informal resolution.

Please review this information. If an informal resolution is reached before 3 PM on November 6, 1998, please inform this Commission. If an informal resolution cannot be reached by that time, the issue will be docketed and scheduled for a Commission meeting.

THIS COMMUNICATION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering this communication to the intended recipient, you are hereby notified that any distribution, use or copying of this communication is prohibited.

State Capitol Building; Pierre SD 57501
Telephone: (605) 773-3201 Fax: (605) 773-3809

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of November 13, 1998 through November 19, 1998

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five business days of this filing.
Phone: 605-773-3705. Fax: 605-773-3809.

ELECTRIC

- EL98-022 In the Matter of the Filing by Black Hills Power & Light Company for Approval of Amendment No. 2 to Industrial Contract Service Agreement with Homestake Mining Company.

Black Hills Power and Light Company has filed an application requesting the Commission to approve Amendment No. 2 to its Industrial Contract Service Agreement between Black Hills and Homestake Mining Company. According to Amendment No. 1 to the agreement, Homestake would rebuild portions of its distribution system and have that substantially completed by December 31, 1998. Amendment No. 2 grants Homestake's request for an extension of the deadline to September 1, 1999. Homestake will also be 100% liable for the costs of any capital investment Black Hills must make at the Kirk Substation, from January 1, 1999, through September 1, 1999.

Staff Attorney: Karen Cremer
Staff Analyst: Dave Jacobson
Date Filed: 11/17/98
Intervention Deadline: NA

- EL98-023 In the Matter of the Complaint Filed by Bonnie Slade, Fulton, South Dakota, against Northern States Power Company Concerning Outages.

Complaint by Bonnie Slade vs. Northern State Power Company. The Complainant claims an unusually high number of electrical outages has caused great inconvenience and aggravated health conditions. The Complainant requests that Northern States Power upgrade its lines and substations.

Staff Attorney: Karen Cremer
Consumer Affairs: Leni Healy
Date Filed: 11/17/98
Intervention Deadline: NA

TELECOMMUNICATIONS

- TC98-198 In the Matter of the Application of CTC Communications Corp. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

Application of CTC Communications Corp. for a certificate of authority to provide resold interexchange telecommunications services throughout South Dakota. The services to be provided include MTS, WATS, 800 inbound service. Services will also include calling card and directory assistance services to presubscribed customers.

Staff Attorney: Camron Hoseck
Staff Analyst: Kylie Tracy
Date Filed: 11/13/98
Intervention Deadline: 12/4/98

- TC98-199 In the Matter of the Complaint Filed by Lawrence Klein, Valentine, Nebraska, against U S WEST Communications, Inc. Regarding Poor Service and Request to Have Lines Updated.

Complaint by Lawrence Klein vs. U S WEST Communications, Inc. The Complainant describes a history of poor telephone service and outages. The Complainant seeks reliable telephone service.

Staff Attorney: Camron Hoseck
Consumer Affairs: Leni Healy
Date Filed: 11-06-98
Intervention Deadline: NA

- TC98-200 In the Matter of the Complaint Filed by Don Finn on behalf of Lake Area Hospital, Webster, South Dakota, against AT&T Communications of the Midwest, Inc. Regarding Overcharges.

Complaint by Don Finn vs. AT&T Communications. The Complainant outlines a history of the concerns with AT&T over the past 18 months in which the Hospital was overbilled. The Complainant further claims that AT&T personnel did not offer appropriate assistance in resolving the error. The Complainant seeks reimbursement for the amount overcharged and compensation for time and labor involved.

Staff Attorney: Karen Cremer
Consumer Affairs: Leni Healy

Date Filed: 11-04-98
Intervention Deadline: NA

TC98-201 In the Matter of the Application of FirstWorld Communications, Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

Application of FirstWorld Communications, Inc. for a certificate of authority to provide resold intrastate telecommunications services throughout South Dakota. Services to be provided include MTS, inbound toll free service, travel card, debit card and operator services.

Staff Attorney: Karen Cremer
Staff Analyst: Bob Knadle
Date Filed: 11-16-98
Intervention Deadline: 12-07-98

TC98-202 In the Matter of the Filing by U S WEST Communications, Inc. for Approval of Agreement for Service Resale Between Preferred Carrier Services, Inc. and U S WEST Communications, Inc.

On November 16, 1998, the Commission received an interconnection agreement between U S WEST Communications, Inc. and Preferred Carrier Services, Inc. Any person wishing to comment on the parties' request for approval may do so by filing written comments with the Commission and the parties to the agreement no later than December 11, 1998. Parties to the agreement may file written responses to the comments no later than January 4, 1999.

Staff Attorney: Camron Hoseck
Date Filed: 11-16-98
Responses Due: 12-11-98

TC98-203 In the Matter of the Filing by U S WEST Communications, Inc. for Approval of Negotiated/Arbitrated Terms of Agreement for Interconnection, Resale, and Unbundled Elements between Advanced Communications Group, Inc. and U S WEST Communications, Inc.

On November 19, 1998, the Commission received an interconnection agreement between U S WEST Communications, Inc. and Advanced Communications Group, Inc. Any person wishing to comment on the parties' request for approval may do so by filing written comments with the Commission and the parties to the agreement no later than December 14,

1998. Parties to the agreement may file written responses to the comments no later than January 7, 1999.

Staff Attorney: Camron Hoseck
Date Filed: 11-19-98
Responses Due: 12-14-98

TC98-204 In the Matter of the Filing by U S WEST Communications, Inc. for Approval of Wireless Interconnection Agreement between U S WEST Communications, Inc. and Brookings Municipal Utilities Telephone Department d.b.a. Swiftel Communications.

On November 19, 1998, the Commission received a wireless interconnection agreement between U S WEST Communications, Inc. and Brookings Municipal Utilities Telephone Department d.b.a. Swiftel Communications. Any person wishing to comment on the parties' request for approval may do so by filing written comments with the Commission and the parties to the agreement no later than December 14, 1998. Parties to the agreement may file written responses to the comments no later than January 7, 1999.

Staff Attorney: Camron Hoseck
Date Filed: 11-19-98
Responses Due: 12-14-98

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BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE COMPLAINT FILED)
BY DON FINN ON BEHALF OF LAKE AREA)
HOSPITAL, WEBSTER, SOUTH DAKOTA,)
AGAINST AT&T COMMUNICATIONS OF THE)
MIDWEST, INC. REGARDING OVERCHARGES)

ORDER FINDING
PROBABLE CAUSE AND
NOTICE REQUIRING
ANSWER
TC98-200

On November 4, 1998, the Public Utilities Commission (Commission) received a complaint by Don Finn on behalf of Lake Area Hospital, Webster, South Dakota (Complainant), against AT&T Communications of the Midwest, Inc. (AT&T), regarding overcharges. The complainant outlines a chronological history of the concerns with AT&T over the past 18 months. "We believe we were overbilled because of a 'technical' glitch and no one from AT&T would take the time to resolve the situation. Instead of assistance, we experienced lots of finger pointing and were being overcharged in the meantime. We have exhausted all of our options trying to find some sort of resolution." The complainant seeks reimbursement for the amount overcharged and compensation for the time and labor involved.

Pursuant to ARSD 20:10.01.08.01 and 20:10.01.09, if a complaint cannot be settled without formal action, the Commission shall determine if the complaint shows probable cause of an unlawful or unreasonable act, rate, practice or omission to go forward with the complaint.

On November 25, 1998, at a duly noticed meeting, the Complainant explained its complaint to the Commission. AT&T explained its actions in this matter to the Commission.

The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapters 1-26, 49-13, including 49-13-1 through 49-13-14, inclusive, and SDCL Chapter 49-31, including 49-31-3, 49-31-7, 49-31-7.1, 49-31-7.2, 49-31-11, 49-31-60 through 49-31-68, inclusive, and ARSD 20:10.01.07.01 through 20:10.01.15.01, inclusive. The Commission voted unanimously to find probable cause. It is therefore

ORDERED, that pursuant to ARSD 20:10.01.09, the Commission finds that there is probable cause of an unlawful or unreasonable act, rate, practice, or omission and that the complaint shall be forwarded to AT&T and AT&T shall file with the Commission its answer in writing within twenty (20) days of service of this order.

Dated at Pierre, South Dakota, this 11th day of December, 1998.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By William K. Kiebo

Date 12/8/98

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner

0150.496
LAW OFFICES
OLINGER, LOVALD, ROBBENNOLT & McCAHREN, P.C.
117 EAST CAPITOL

P.O. BOX 66
PIERRE, SOUTH DAKOTA 57501-0066

RONALD D. OLINGER
JOHN S. LOVALD
JAMES ROBBENNOLT
LEE C. "KIT" McCAHREN
WADE A. REIMERS

TELEPHONE 224-4851
AREA CODE 605
FAX 605-224-8269

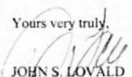
December 24, 1998

William Bullard, Jr., Executive Director
SD PUC, State Capital
500 E Capitol
Pierre SD 57501

Dear Mr. Bullard:

I enclose herewith an original and 10 copies of AT&T Communications of the Midwest, Inc's Answer to the Complaint Filed by Lake Area Hospital.

Yours very truly,


JOHN S. LOVALD
Attorney at Law

JSL:mmh

cc: Mr. Finn, Administrator, Lake Area Hospital

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SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

015004997
BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE
OF SOUTH DAKOTA

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DEC 24 1998

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

IN THE MATTER OF THE COMPLAINT)
FILED BY LAKE AREA HOSPITAL)
AGAINST AT&T COMMUNICATIONS OF) TC 98-200
THE MIDWEST, INC. REGARDING)
CUSTOMER SERVICE ISSUES)

AT&T COMMUNICATIONS OF THE MIDWEST, INC.'S ANSWER TO
LAKE AREA HOSPITAL'S COMPLAINT

I. BACKGROUND

Lake Area Hospital (the "Customer") asserts in its complaint that, due to a "technical" glitch, it was over-billed and that AT&T Communications of the Midwest, Inc. ("AT&T") did nothing to resolve the situation. The Customer believes that AT&T should: 1) reimburse the Customer for the amounts of over-billing, 2) credit the Customer's account for all outstanding charges and 3) compensate the Customer for time and effort. AT&T disputes certain material facts relied upon by the Customer in its complaint and, consequently, the Customer's claims for reimbursement and account crediting. Furthermore, AT&T asserts that it acted in good faith and in accordance with applicable law and has not committed any unlawful or unreasonable act, rate, practice or omission in its ordinary course of business with the Customer.

In March of 1997, an AT&T account representative submitted a written proposal to the Customer offering to carry the Customer's switched interstate and switched intrastate traffic. Among other things, such proposal indicated that, should the Customer choose AT&T to carry the Customer's switched interstate and switched intrastate traffic,

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AT&T would grant the Customer a one-time bill credit to be used by the Customer for:

1) programming charges incurred by the Customer for having its equipment vendor re-program the Customer's Private Branch Exchange ("PBX") or 2) charges incurred by the Customer for having its equipment vendor install automatic dialing equipment. The Customer opted for the PBX re-programming.

On April 15, 1997, the Customer signed a two-year Option S Agreement ("Agreement") with AT&T. A copy of the Agreement is attached as Exhibit No. 1. The switched interstate and switched intrastate services provided by AT&T under the Agreement incorporated by reference the terms and conditions of AT&T Tariff FCC No. 1 and Contract Tariff Nos. 961 and 1064. Because AT&T would also be transporting the Customer's switched intrastate traffic, AT&T's South Dakota Custom Network Service Tariff ("CNS Tariff") and South Dakota Message Telecommunications Service Tariff ("MTS Tariff") are also applicable. Copies of the relevant pages from each of the above tariffs are attached as Exhibit Nos. 2 through 6, respectively. The Agreement allowed the Customer to individually select a term plan and monthly revenue commitment for the switched services provided by AT&T. The discounts applicable to the Customer's selections were to be applied to both the Customer's switched interstate and switched intrastate traffic. The Agreement also contained provisions concerning early termination penalties the Customer would be subject to in the event the Customer terminated the Agreement prior to the expiration of the initial 24-month term.

Upon converting the Customer's lines to AT&T, it became apparent that the Customer's switched intrastate toll traffic was not being carried by AT&T but was instead being carried by the Customer's local exchange provider, who subsequently billed

the Customer various rates between \$.24 and \$.44 per minute. These rates were two to four times higher than the rates proposed to the Customer by AT&T.

The switched intrastate traffic continued to be misdirected to the local exchange carrier until October of 1997 when the Customer opted to have automatic dialing equipment installed at its facilities.¹ This dialing equipment is programmed with an interexchange carrier's network access code and, essentially, uses the access code to instruct the local service provider's switch to automatically route the traffic to the interexchange carrier's facilities. As a result of installing such equipment, the Customer's switched intrastate traffic finally reached AT&T's facilities and was subsequently billed by AT&T according to the terms and conditions of the Agreement.²

In February of 1998, the Customer terminated its Agreement with AT&T. Accordingly, AT&T billed Customer the early termination penalties pursuant to the terms and conditions of the Agreement.

II. ANSWERS TO CUSTOMER'S CLAIMS

Customer claims that AT&T is directly and solely responsible for the misdirected switched intrastate traffic. AT&T denies this allegation.

Customer further claims that AT&T did nothing to resolve the misdirected traffic situation. AT&T denies this allegation.

Customer further claims that AT&T is directly and solely liable for the amounts charged to Customer by Customer's local exchange carrier which were over and above the rates in Customer's Agreement with AT&T. AT&T denies this allegation.

¹ As a courtesy, the AT&T account representative handling the Customer's account did make several attempts prior to this time to contact the Customer's equipment vendor to inquire about the equipment reprogramming.

² Copies of such bills can be provided by AT&T if the Commission so desires.

AT&T affirmatively alleges that Customer's claimed damages relating to any misdirecting of switched intrastate traffic and subsequent over-billing by the local service provider were caused by the actions or inactions of the Customer and/or its agents other than AT&T.

III. AT&T POSITION

The facts in this matter are straightforward. Customer contracted with AT&T to provide transport for its switched interstate and switched intrastate traffic. Switched traffic by definition means that a local service provider on the originating end switches a customer's traffic to an interexchange carrier, like AT&T. The interexchange carrier transports that traffic to the called party's local service provider and then switches the traffic to that same local service provider. The local service provider on the terminating end then connects the call at the called party's premises. The local service providers in a switched traffic environment are directly and solely responsible for originating and terminating a customer's traffic. The interexchange carrier simply transports the call between the two local service providers. AT&T correctly transported and billed all traffic that reached its facilities and, upon cancellation of the Agreement by Customer, AT&T correctly billed early termination charges according to the terms and conditions of the Agreement.

The AT&T service consisting of calls made from the Customer's location to points within South Dakota was provided pursuant to AT&T's CNS Tariff and MTS Tariff. The Customer seeks damages for over-paid amounts resulting from misdirected switched intrastate traffic, from April, 1997, until on or about November 1, 1997. The applicable tariffs, which are in essence a part of AT&T's contract with the Customer,

require the customer to ensure, through its equipment vendor and the local service provider, that the intrastate traffic be correctly switched to AT&T's network. Section 2.4.2 of the CNS Tariff states that AT&T assumes no responsibility for nor does it provide customer premise equipment. Under Sections 2.7, 2.10.1.A, and 2.10.1.C, the Customer assumes additional responsibilities when "customer equipment or a customer-provided communications system is connected to Custom Network Service" and "is responsible for the compatibility of its equipment or system with Custom Network Service. This responsibility applies at the initial installation and on a continuing basis as long as the connection is made." Additionally, AT&T "is not obligated to alter or modify Custom Network Service because of additions or changes to customer equipment or a customer-provided communications system." Similarly, Sections 3.1, 3.3, and 3.4 of the MTS Tariff stipulate that "when customer premises equipment or a communications system is connected to MTS, the customer assumes responsibility for the connection" and that such connections "are subject to the regulations in this tariff and the appropriate tariff(s) of the Local Exchange Carrier" when a customer requests that MTS be connected to services provided by the Local Exchange Carrier. Lastly, "when a communications system or MTS equivalent service is connected to the Company's MTS, the customer must make all arrangements concerning the connected systems or service with its provider. . . . The system or service must be operated and maintained so it will work satisfactorily with MTS."

AT&T was not responsible for ensuring that the Customer's equipment worked correctly. The credit given by AT&T to the Customer, as described in the "Background" section of this Answer, was to cover the cost of reprogramming the Customer's

equipment by the third-party vender to be engaged by the Customer. AT&T never assumed this obligation and AT&T's tariffs place this responsibility on its customers without exception.

AT&T has no knowledge as to whether the Customer's equipment vendor made any programming changes to the Customer's PBX. AT&T did, however, credit the Customer's account for the specified re-programming credit amount. The local exchange carrier made claims, in a letter dated August 26, 1998, to the Customer (provided to the Commission as part of the Customer's complaint) that its local switch was not to blame. However, the Customer states in both a November 3, 1998 timeline prepared by Ann Thorson, R.Ph. and in a June 18, 1998 memo to local service provider personnel, also prepared by Ms. Thorson, that shortly after the Customer terminated its Agreement with AT&T, the Customer experienced similar traffic misdirection problems with its new interexchange carrier. The Customer's new interexchange carrier, according to the Customer, determined that the misdirection problem was the result of the Customer's local service provider's switch not accepting the different dialing rates.

AT&T has no direct knowledge of the nature of the Customer's relationships with or the conversations held with its equipment vendor or the local service provider. The responsibility to get the end user's traffic routed correctly lies firstly with the end user, secondly with its equipment vendor and lastly with the carrier controlling access to that end user's premises, in this case, the local exchange carrier. AT&T has no control over the type of equipment owned by the Customer, who services that equipment or the facilities used by the local carrier. AT&T's responsibility for routing and billing begins at the point the traffic reaches AT&T's network.

04.04.0001-03

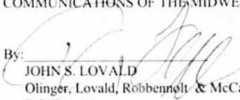
The Customer has wrongly identified AT&T as the entity responsible for the incorrect routing and subsequent overcharging. AT&T correctly billed all of the Customer's traffic that reached AT&T's network. AT&T received no revenues from the misdirected calls. The local carrier was the only beneficiary of the routing difficulties experienced by the Customer. The Customer is attempting to hold AT&T accountable for the responsibilities, actions and inactions of others.

IV. SUMMARY

AT&T has not committed any unlawful or unreasonable act, rate, practice or omission in this matter. AT&T acted in good faith and in accordance with applicable law when dealing with this matter and respectfully requests that the Commission dismiss the Customer's complaint against AT&T.

Respectfully submitted this 24th day of December, 1998.

AT&T COMMUNICATIONS OF THE MIDWEST, INC.

By: 

JOHN S. LOVALD
Olinger, Lovald, Robbenolt & McCahren
P.O. Box 66
Pierre, South Dakota 57501
(605)224-8851

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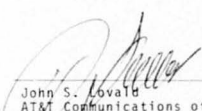
CERTIFICATE OF SERVICE

I hereby certify that on this 24th day of December, 1998, the original and 10 copies of AT&T Communications of the Midwest, Inc.'s Answer were hand delivered to:

William Bullard, Jr
Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501

and true and correct copies were delivered via regular mail this 24th day of December, 1998 to:

Don Finn
Administrator
Lake Area Hospital
N. 1st Street
Webster, SD 57274



John S. Lovato
AT&T Communications of the
Midwest, Inc.
P.O. Box 66
Pierre, South Dakota 57501
(605) 224-8851

Exhibit 1

015506.49.99.5



Option S Agreement

FOR OFFICIAL USE ONLY	
Company Name LakesArea Hospital	AT&T Branch NORTH CENTRAL
Contact Name/Title Doug Fellbaum	Contact Name/Title Rich Bohlen
Address PO Box 489	Address 1210 PARK
City Webster State SD Zip Code 57274-0489	City Milbank State SD Zip Code 57252
Contact Phone Number 605-345-3336	Contact Phone Number 605-432-7989
BCDR(C)	Customer Account No.

The terms of service, list prices, and Term Plan Discounts are provided in the Tariff. The Term Plan Discount rates listed below are in place of the term plan or similar discount rates provided in Section 6.13.4 of AT&T Tariff F.C.C. No. 1. A summary of Tariff terms, and additional terms and conditions, are listed on the back of this form.

Term	Inbound	Domestic Outbound	International Outbound
	Discount	Discount	Discount
☐ Monthly	37%	37%	37%
☐ 12 Months	43%	40%	42%
☒ 24 Months	45%	42%	42%
☐ 36 Months	47%	44%	42%

Gross Average Monthly Commitment Level:

☒ \$200 ☐ \$1,000 ☐ \$3,000 ☐ \$5,000 ☐ \$7,000

The Gross Average Monthly Commitment must be met each month, subject to annual review. If the commitment is not met, a bill will be rendered for the difference between the committed amount for the period, and the actual billed amount. Certain calls such as directory assistance, 900 and conference calls do not count towards meeting the commitment.

The Service and pricing Plan you have selected will be governed by the rates and terms and conditions in the appropriate AT&T Tariff as may be modified from time to time. Your signature acknowledges that you understand the terms and conditions under which the Service selected will be provided and that you are duly authorized to make the commitment and to order service from these locations.

Customer Authorized Signature

Branch Manager Signature

QA&A Authorization

Date

Date

100-04-001-0

NEXT

DOCUMENT (S)

BEST IMAGE

POSSIBLE

Option S Terms and Conditions

The following is a summary of certain Tariff and Contract Tariff terms, and a listing of additional contract terms. For complete rates, terms and conditions, please consult the current text of Section 6.13.4 of AT&T Tariff F.C.C. No. 1, all applicable promotional sections of that tariff, and Contract Tariff No. 951 and 1094, on file with the Federal Communications Commission (collectively, the "Tariff").

SUMMARY OF IMPORTANT TARIFF AND CONTRACT TARIFF TERMS

Service Offered

AT&T Option S offers basic transport service. It excludes other plans and certain extra features, such as the AT&T MAXIMUM ADVANTAGE, and participation in the Global ContactsSM co-marketing benefits.

Charges for Service, Revenue Commitment

Basic usage rates for outbound and inbound (800) service are specified in Section 6.13.4 of AT&T Tariff F.C.C. No. 1; discounts are specified in the Contract Tariff, depending upon the terms and usage commitment selected. In addition, if you wish to establish inbound service on your AT&T Option S plan, there is a \$30.00 non-recurring charge (\$35.00 if your inbound service is customized), and a \$10.00 per month recurring charge. Additional charges may apply for inbound service from Canada.

Conditions of Service

THIS CONTRACT TARIFF HAS BEEN DESIGNED TO RESPOND TO COMPETITIVE CIRCUMSTANCES AFFECTING SPECIFIC CUSTOMERS. YOU REPRESENT THAT YOU HAVE A COMPETING OFFER OF COMPARABLE SERVICE FROM ANOTHER FIRM AT A PRICE EQUAL TO OR LESS THAN THE PRICE MADE AVAILABLE IN THIS CONTRACT. This contract is also conditioned upon initial and continued Tariff and Contract Tariff effectiveness. Any conflict between this summary and the terms of AT&T's Tariff must be resolved in favor of the AT&T Tariff. Service will commence under this Agreement as soon as AT&T can reasonably provision facilities.

Early Termination—Except for when terminations are accused, Customers who terminate their AT&T Option S prior to the end of the 18 term (or renewal term) will be assessed a termination charge. The amount will be one-tenth of the annual commitment for each month remaining in the term, times 35%.

Availability—One AT&T Option S Contract Tariff per Customer. Customers AT&T Option S Contract Tariff is limited to 20 locations, and to monthly usage of no more than the amount specified in the Contract Tariff.

Limitations of Liability—THE TERMS OF AT&T'S TARIFF LIMIT AT&T'S LIABILITY IN A NUMBER OF RESPECTS, INCLUDING (AMONG OTHER THINGS) BARRING CLAIMS FOR CONSEQUENTIAL DAMAGES. PLEASE CONSULT THE TARIFF FOR DETAILS.

ADDITIONAL CONTRACT TERMS

No Warranties—EXCEPT FOR ANY EXPRESS WARRANTIES IN THE TARIFF OR IN THE Contract Tariff, AT&T EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (AMONG OTHER THINGS) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Governing Law—To the extent not governed by federal law, this Agreement shall be governed by the domestic law of the State of New York.

Publicity, Marks—Neither party shall publish or use any advertising, sales promotions, press releases or other publicity matters concerning or relating to this Agreement, which use the other party's name, logo, trademarks or service marks, without the prior written approval of the other party. Neither party is licensed by this Agreement to conduct business under any name, logo, trademark, service mark or tradename (or any derivative thereof) of the other party.

Business Continuity—In the event of a business downturn beyond the Customer's control that results in the Customer's inability to meet revenue and/or volume commitments under this contract, AT&T and Customer will cooperate in efforts to develop a mutually agreeable alternative proposal that will satisfy the concerns of both parties and comply with all legal and regulatory requirements. This provision shall not apply to a change resulting from a decision by the Customer to reduce the use of telecommunications or to transfer portions of its traffic or projected growth to carriers other than AT&T.

AT&T's relationship with Customer under this Agreement shall be that of an independent contractor.

Entire Agreement—THIS AGREEMENT, THE CONTRACT TARIFF, AND THE APPLICABLE TARIFF CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SERVICES TO BE PROVIDED HEREUNDER. THIS AGREEMENT SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, REPRESENTATIONS, STATEMENTS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, CONCERNING SUCH SERVICES OR THE RIGHTS AND OBLIGATIONS RELATING THERETO. No change, modification or waiver of any of the terms of this Agreement, except for effective revisions to AT&T's Tariffs, shall be binding unless reduced to writing and signed by authorized representatives of both parties.



Exhibit 2

AT&T COMMUNICATIONS

Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: November 15, 1996

TARIFF F.C.C. NO. 1

9th Revised Page 20
Cancels 8th Revised Page 20
Effective: November 16, 1996

LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE**SECTION 2 - GENERAL REGULATIONS****2.1. UNDERTAKING OF THE COMPANY**

2.1.1. General - LMITS is furnished for the transmission of voice communications but may also be used for data, facsimile, signaling, metering, or other similar communications, subject to the transmission capabilities of the service and as specified in 2.2.2 following.

LMITS is available twenty-four hours a day, seven days per week.

The Company does not transmit messages with the exception of Telecommunications Relay Service (see Section 6.20.5. following). However, LMITS may be used for that purpose.

The applicable terms, rates and conditions specified in this tariff constitute the only agreement between the parties with respect to the service(s) to which the Customer has subscribed. Statements (whether written or oral) may have been made about the service(s) specified in this tariff. Such statements, however, do not constitute warranties, shall not be relied upon by the Customer and are not part of the parties' relationship. All prior agreements, proposals, representations or understandings concerning the service(s) are also deemed superseded upon the Customer's subscription. The applicable tariff sections constitute the complete and exclusive expression of the parties' relationship. These tariff provisions may only be modified by: (1) a subsequent tariff filing; or (2) a written agreement, signed by an authorized Company representative, which identifies both the tariff provision being modified or superseded, if applicable, and the specific nature of the change.

All implied warranties, including the implied warranty of merchantability, are disclaimed. The Company does not warrant that the service(s) are fit for any particular purpose of the Customer. The Company makes no warranties with respect to the service(s) other than that the service(s) will conform to the description contained in this tariff.

2.1.2. Transmission Medium - The Company selects and/or arranges for the channels and/or service components used to provide LMITS. Any suitable technology or combination of technologies may be used. The Company may modify or change the channels and service components used to furnish LMITS at any time subject to the regulations in 2.7.3.

2.1.3. Provision of Customer Equipment - Customer equipment may be used with LMITS. The Company does not provide Customer equipment.

2.1.4. Through Transmission of Signals - The Company is responsible for the provision of LMITS from station to station. It is not responsible for the quality of transmission or signaling on the Customer's side of the interface at a Customer's premises.

Certain regulations previously found on this page can now be found on Page 21

AT&T COMMUNICATIONS

Adm. Rates and Tariffs

Bridgewater, NJ 08807

Issued: November 22, 1994

TARIFF F.C.C. NO. 1

7th Revised Page 23

Cancels 6th Revised Page 23

Effective: December 6, 1994

2.3. RESPONSIBILITIES OF THE COMPANY**2.3.1. Liability**

A. The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of LDMTS, and subject to the provisions of B. through G. following, the Company's liability, if any, shall not exceed an amount equal to the initial period charge provided for under this tariff for the LDMTS call for the period during which the call was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this tariff as a credit allowance [see Credit Allowances for Interruptions, page 29].

B. The Company is not liable for damages associated with service, channels, or equipment which it does not furnish.

C. The Company is not liable for damages to a premises resulting from the furnishing of LDMTS, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.

D. The Company shall be indemnified, defended, and held harmless by the Customer and User against all claims, losses, or damages arising from the use of LDMTS furnished pursuant to this tariff, involving:

1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;

2. Claims for patent infringement arising from combining or using LDMTS furnished by the Company in connection with facilities or equipment furnished by others; or

3. All other claims arising out of any act or omission of others relating to LDMTS provided pursuant to this tariff.

E. The Company does not guarantee or make any warranty with respect to LDMTS when used in an explosive atmosphere. The Company shall be indemnified, defended, and held harmless by the Customer and User against all claims, losses or damages by any person relating to LDMTS provided pursuant to this tariff when used in an explosive atmosphere.

AT&T COMMUNICATIONS

Ann. Rates and Tariffs
Bridgewater, NJ 08807
Issued: April 26, 1994

TARIFF F.C.C. NO. 1

1st Revised Page 25.3
Cancels Original Page 25.3
Effective: April 27, 1994

2.4. Responsibilities of the Customer (continued)**F. Floor Space, Conduit and Electrical Power at a Customer's**

Premises - The Customer must provide any equipment space, supporting structure, conduit and electrical power required to terminate LDMTS at a premises without charge to the Company. The space, structure, conduit and power must be made available in sufficient time to permit the installation of LDMTS to be completed prior to its due date. Selection of ac or dc power will be a matter of mutual agreement between the Customer and the Company.

G. Access to Customer's Premises - The Customer is responsible for arranging premises access at any reasonable time so that Company personnel may install, repair, maintain, inspect or remove LDMTS components. Premises access must be made available at a time mutually agreeable to the Customer and Company.

H. Locations Involving High Voltage Power - When a Customer orders LDMTS installed at a location where high voltage power is present, the Customer shall:

1. Install, maintain and pay for any special facilities and protective apparatus required by federal, state or local regulations.
2. Pay for protective apparatus recommended for the location by the Company.

I. Availability for Maintenance, Testing or Modifications - The Customer must make LDMTS available for maintenance, testing, or implementation of changes it has ordered, at any reasonable, mutually agreeable time. Occasionally an impairment may only be evident at certain times (e.g., a certain hour of the day). In such cases, LDMTS must be made available for testing during the same time periods if the trouble condition is to be corrected.

J. Damage to LDMTS - The Customer must pay the Company for replacement or repair of any LDMTS component(s) when damage results from:

- The negligence or willful act of the Customer or others,
- Improper use of LDMTS, or
- Any use of equipment or systems provided by the Customer or others.

After receipt of payment for the damages, the Company will cooperate with the Customer in its claim against any third party causing the damage.

K. Loss - The Customer must pay for the loss through theft of any Company-provided equipment installed at a Customer's premises.

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TARIFF F.C.C. NO. 1

7th Revised Page 30
Cancels 6th Revised Page 30
Effective: April 27, 1994

2.7. CONNECTIONS

2.7.1. General - When Customer Equipment is connected to LDMS it must comply with Part 68 of the FCC's Rules and Regulations, 47 C.F.R. Part 68 (commonly known as the FCC's Registration Program). When any equipment or system which is not subject to Part 68 of the FCC's Rules and Regulations is connected, the Minimum Protection Criteria specified in this tariff must be met.

When LDMS is connected to an AT&T enhanced service at the same AT&T central office, an Office Connection is required as set forth in AT&T's Tariff F.C.C. No. 9.

The services offered in Section 6 may be connected to private networks or communications systems under the terms and conditions specified in that section. Other LDMS offerings are not represented as adapted for connection to other services or Customer-provided communications systems.

The Company is responsible for the quality of transmission from station to station.

2.7.2. Responsibilities of the Customer - When Customer equipment or a Customer-provided communications system is connected to LDMS, the Customer assumes responsibility for the connection as follows:

A. Compatibility with LDMS - The Customer is responsible for the compatibility of its equipment or system with LDMS. This responsibility applies at the initial installation and on a continuing basis as long as the connection is made.

B. Interface Information - The Customer must specify the type of interface which is required to enable the equipment or system to function with LDMS.

C. Interference and Hazard - The operating characteristics of the Customer equipment or Customer-provided communications system connected to LDMS must not interfere with, or impair, any of the services offered by this Company. In addition, they must not endanger the safety of Company employees or the public, damage or interfere with the proper functioning of Company equipment, or otherwise injure the public in its use of LDMS.

D. Changes to LDMS - The Company is not obligated to alter or modify LDMS because of additions or changes to Customer equipment or a Customer-provided communications system.

E. Testing and Maintenance - If a trouble condition occurs on an assembly, the Customer must determine whether the fault is in (1) the connected Customer equipment or Customer-provided communications system, or (2) LDMS. The Company will test and maintain only LDMS.

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Adm. Rates and Tariffs
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TARIFF F.C.C. NO. 1

5th Revised Page 31
Cancels 4th Revised Page 31
Effective: April 27, 1994

2.7. CONNECTIONS (continued)**2.7.2.E. Testing and Maintenance (continued)**

The testing of LDMTS will usually be made from a central office. The Company will not dispatch a repair person to a Customer's or User's premises if a trouble condition (or suspected trouble condition) exists on the local exchange service. The Customer is responsible for requesting such dispatch from the provider of the local exchange service. The Customer is also responsible for the payment of such provider's charges, if any, for the dispatch.

2.7.3. Responsibilities of the Company

A. General - The Company will furnish and maintain its service components in a manner suitable for LDMTS. The Company will make available information as required by Part 68 of the FCC's Rules and Regulations (e.g., the number of ringers that may be connected to a particular line). In addition, the Company will be responsible for the compatibility of its equipment or services with LDMTS when such equipment or services are connected to LDMTS at a central office.

B. Changes in Components, Operations, or Procedures - The Company is not responsible to any party if a change in its LDMTS components, operations, or procedures, which is consistent with the Registration Program, (1) affects any facilities, Customer equipment or Customer-provided communications systems provided by others in any way, or (2) requires their modification in order to be used with LDMTS. However, if such changes can be reasonably expected to materially affect the operating or transmission characteristics of the LDMTS or render any Customer equipment or Customer-provided communications system incompatible with LDMTS, the Company will provide adequate notice, in writing, to allow the Customer an opportunity to maintain uninterrupted service.

2.7.4. Connection to a Customer-provided Communications System or to Service(s) Provided by Others - Any system or service connected to an LDMTS offering must be operated and maintained so it will work satisfactorily with LDMTS. Connections to LDMTS will be made in accordance with the following:

A. Answer Supervision - Answer supervision must be provided when an LDMTS offering is connected to switching equipment or a Customer-provided communications system which is not subject to Part 68 of the FCC Rules and Regulations, 47 C.F.R. Part 68. In such cases, the equipment or system must provide answer supervision so that the measure of chargeable time begins upon the delivery of the LDMTS call to the switching equipment or to the equipment connected to the communications system and ends upon termination of the call by the calling party.

B. Minimum Protection Criteria - The connection at the station used for LDMTS must be made so that it continually complies with the specified Minimum Protection Criteria (see Minimum Protection Criteria, page 33).

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Effective: April 27, 1994

2.7.4. Connection to a Customer-provided Communications System or to Service(s) Provided by Others (continued)

C. Customer-provided Communications System Failures - When a Customer-provided communications system fails and the connection to LDMTS is not through switching equipment, the Customer-provided communications system must be arranged to promptly return the LDMTS to an idle (on-hook) state. In addition, the Customer must notify the Company when the Customer-provided communications system fails.

D. Use of Satellite Facilities - If a Customer-provided communications system uses satellite facilities (directly or indirectly), and is connected to LDMTS, there may be two or more satellite links involved in the combined connection. In such cases, the Company will not be responsible for any deterioration in transmission. It will continue to furnish LDMTS using the service components that it considers to be appropriate. Credit allowance will not be granted unless the LDMTS is interrupted.

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AT&T COMMUNICATIONS

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Bridgewater, NJ 08807
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TARIFF F.C.C. NO. 1

2nd Revised Page 33
Cancels 1st Revised Page 33
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2.7.5. Minimum Protection Criteria

A. General - Minimum Protection Criteria have been specified so that Company personnel, equipment, and services will be protected from the harmful effects of signal power overload, hazardous voltages and longitudinal imbalance. Minimum Protection Criteria apply to the direct electrical, acoustic, or inductive connections of Customer Equipment, test equipment and Customer-provided communications systems to LDMTS.

B. All Connections - Customer Equipment, test equipment and Customer-provided communications systems which are connected to LDMTS on a direct electrical basis or an acoustic or inductive basis, must comply with the following:

1. To protect other Company services, it is necessary that the signal which is applied at the station meets the following limits:

(a) Metallic Voltage**I. 4 kHz to 270 kHz**

Center Frequency (f)
of 8 kHz Band

8 kHz to 12 kHz
12 kHz to 90 kHz
90 kHz to 266 kHz

Maximum Voltage in
All 8 kHz Bands

$- [6.4 + 12.6 \log f] \text{ dBV}^*$
(23 - 40 log f) dBV
- 55 dBV

Metallic
Terminating
Impedance
300 ohms
135 ohms
135 ohms

*dBV = 20 log₁₀ voltage in volts

II. The root-mean-square (RMS) value of the metallic voltage components in the frequency range of 270 kHz to 6 MHz shall, averaged over 2 microseconds, not exceed -15 dBV. This limitation applies with a metallic termination having an impedance of 135 ohms.

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Bridgewater, NJ 08807
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TARIFF F.C.C. NO. 1

18th Revised Page 178.39
Cancels 17th Revised Page 178.39
Effective: April 28, 1997

6.13.1. General - (continued)

AT&T CustomNet Service is provided on a monthly basis.

Access - AT&T CustomNet Service is available via Switched Access, as specified following, via Cellular Access, as specified following, and via Special Access, as specified in AT&T's Tariff F.C.C. No. 10. Special access is not available with AT&T CustomNet Service-Option S or Option X/FAX Option.

Local Exchange Service Switched Access and Cellular Access - The Customer is responsible for obtaining the Local Exchange Switched Service Access line from the Local Exchange Company. The Local Exchange Service Access line for inward and/or outward calling must be pre-subscribed to AT&T as the primary interexchange carrier. The Customer's long distance cellular access must be pre-subscribed to AT&T as the primary interexchange carrier.

Special Access - AT&T CustomNet Service special access may only be accessed via Terrestrial 1.544 Mbps Local Channels from AT&T's Tariff F.C.C. No. 11 or from another supplier of such facilities and the appropriate ACCUNET T1.5 Access Connections from AT&T's Tariff F.C.C. No. 9 and, if required, ACCUNET T1.5 Interoffice channels.

Availability - AT&T CustomNet Service is available via switched access lines in local exchanges served by the Local Exchange Companies specified in Section 7, following: via Cellular Access provided by a cellular access provider selected by the Customer; and via Special Access at designated AT&T CustomNet Service Central Offices, as specified in Tariff F.C.C. No. 10.

AT&T will reimburse the Customer a total of \$5.00 for the local exchange carrier's Carrier Change Charge for each line that the Customer converts from the switched services of another interexchange carrier to AT&T as their primary carrier. There is a limit of one such reimbursement per line per Customer which applies whether or not a reimbursement is made pursuant to this tariff provision or any other AT&T tariff provision. The reimbursement will be in the form of either a bill credit or an AT&T Long Distance Certificate and will be paid to the Customer no later than the end of the third complete billing period after the conversion.

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Adm. Rates and Tariffs
Bridgewater, NJ 08607
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TARIFF F.C.C. NO. 1

13th Revised Page 178.65.43.1
Cancels 12th Revised Page 178.65.43.1
Effective: September 4, 1997

6.13.4. AT&T CustomNet Service - Option S

A. General - AT&T CustomNet Service - Option S permits Customers to select the usage rate schedules and optional Term Plans specified in Sections 6.13.4.C. and D., following, for their AT&T CustomNet Service outbound and/or inbound calling in lieu of the usage rate schedules, Term Plans and Flex Plans specified in Section 6.13.1.1. preceding. Option S does not include certain features, as specified below, that are offered under the basic AT&T CustomNet Service. The Option S domestic usage rate schedules provide distinct Peak/Off-Peak, Fossilized usage rates associated with specified Gross Monthly Minimum Revenue Commitments, as selected by the Customer. Option S Term Plan discounts are provided in return for 12-month, 24-month or 36-month term commitments from the Customer.

The Option S Customer must subscribe to a Gross Monthly Minimum Revenue Commitment under Option I, Option II, Option III, Option IV, Option V, Option VI, or Option VII specified in Section 6.13.4.B., following.

The AT&T CustomNet Service features not available with Option S are: the NPA Discount, specified in Section 6.13.1.B.5. preceding; the Volume Discount, specified in Section 6.13.1.B.6. preceding; the Service Term Plan, specified in Section 6.13.1.B.7. preceding; the usage rate schedules associated with the Inward Calling Option, specified in Section 6.13.1.B.8. preceding; the Location-to-Location Discount Plan, specified in Section 6.13.1.B.9. preceding; AT&T CustomNet Service Flex Plan, specified in Section 6.13.1.B.10. preceding; the AT&T CustomNet International Optimizer, specified in Section 6.13.2. preceding; the AT&T CustomNet FAX Option, specified in Section 6.13.3. preceding; AT&T NetPROTECT Advanced, NetPROTECT Premium and NetPROTECT PLUS Services specified in Section 6.7.1. Section 5.8 and Section 5.9. preceding; the MAXIMUM ADVANTAGE Promotion, specified in Section 2.1.1.432., following; AT&T Partners in Business Program specified in AT&T Tariff F.C.C. No. 2, Section 3.3.4.1. Vertical Features specified in AT&T Tariff F.C.C. No. 2, Section 3.3.2.1.1.; and AT&T CustomNet Geographical Restriction Feature specified in Section 6.13.1.B.11. preceding.

All other tariff rates and regulations applicable to AT&T CustomNet Service also apply to Option S, except that Option S is not available to Service Type 2 Locations and the Monthly Charge specified in Section 6.13.1.B.2. preceding does not apply to Customers subscribing to Option S. In addition, the Uninterrupted Service Guarantee and Uninterrupted Service Guarantee II as specified in AT&T Tariff F.C.C. No. 2, Sections 2.6.5. and 2.6.7. will apply 30 minutes after AT&T confirms that the options described in Sections 2.6.5. and 2.6.7. are available, except as noted below and except for Option VII. The Uninterrupted Service Guarantee and the Uninterrupted Service Guarantee II specified in AT&T Tariff F.C.C. No. 2 are not available to Option Option VII Customers.

* For those Customers subscribed to or who have an order, the AT&T CustomNet Service - Option S prior to January 30, 1998, the Uninterrupted Service Guarantee and Uninterrupted Service Guarantee II, as specified in AT&T Tariff F.C.C. No. 2, Sections 2.6.5. and 2.6.7., will apply. For Customers who subscribe to AT&T CustomNet Service - Option S, (excluding Option VII) after January 29, 1998 the Uninterrupted Service Guarantee and Uninterrupted Service Guarantee II as specified in AT&T Tariff F.C.C. No. 2, Sections 2.6.5. and 2.6.7. will apply 30 minutes after AT&T confirms that the options described in Sections 2.6.5. and 2.6.7. are available. Customers subscribed to, or who order an AT&T Contract Tariff that includes the availability of AT&T CustomNet Service Option S, (excluding Option VII), will continue to have the Uninterrupted Service Guarantee and Uninterrupted Service Guarantee II, as specified in AT&T Tariff F.C.C. No. 2, Sections 2.6.5. and 2.6.7. available until the end of their current Contract Tariff term.

AT&T COMMUNICATIONS**TARIFF F.C.C. NO. 1**

Ann. Rates and Tariffs
 Bridgewater, NJ 08807
 Issued: May 3, 1996

14th Revised Page 178.65.43.2
 Cancels 13th Revised Page 178.65.43.2
 Effective: May 6, 1996

6.13.4. AT&T CustomNet Service - Option S (continued)

Option VI - The Monthly Charges and Volume Discount specified in Section 6.13.4.C.4. following apply to Customers who subscribe to Option VI. In addition, Customers who subscribe to Option VI: (1) are not eligible for any tariffed Guarantees applicable to Option S; (2) are not eligible to subscribe to the Option S Term Plan specified in 6.13.4.D. following; and (3) may not exceed ten locations served by AT&T CustomNet Service - Option S, Option VI. All locations in excess of ten will be billed the applicable rates for Option I and are not eligible to receive the Option VI Volume Discount specified in 6.13.4.C.4. following and are not eligible to receive the Promotional benefits specified in 8.1.1.929 following:

Option VII - The Monthly Charges specified in Section 6.13.4.C.5. following apply to Customers who subscribe to Option VII. In addition, Customers who subscribe to Option VII: (1) are eligible only for the Promotional benefits specified in 8.1.1.927 or 8.1.1.928 following; (2) are not eligible for any other current promotions applicable to Option S and are not eligible for any future promotion(s) that may be applicable to Option S unless the promotion explicitly states that it applies to Option VI; (3) are not eligible for any tariffed Guarantees applicable to Option S; (4) are not eligible to subscribe to the Option S Term Plan specified in 6.13.4.D. following; and (5) may not exceed ten locations served by AT&T CustomNet Service - Option S, Option VII. All locations in excess of ten will be billed the applicable rates for Option I and are not eligible to receive the Option VII Volume Discount specified in 6.13.4.C.5. following and are not eligible to receive the Promotional benefits specified in 8.1.1.927 and 8.1.1.928 following; (6) are not eligible to subscribe to the AT&T Advanced 800 Service Features specified in AT&T Tariff F.C.C. No. 2; (7) may not subscribe to Option VII for use in conjunction with AT&T CustomNet Service - Option S provided under AT&T Contract Tariff unless the AT&T Contract Tariff explicitly states that it applies to Option VII; (8) are subject to the Late Payment Charge specified in 6.13.4.D.5 following; (9) are not eligible to subscribe to the Mandatory and Validated Account Codes Option specified in 6.24 following; (10) are not eligible to receive an AT&T CHID/891 Calling Card with a Personal Choice Card Number.

A request for maintenance may be submitted to AT&T only from 8AM to 5PM, Monday through Friday, excluding Federally observed holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day, which fall on a weekday Monday through Friday. Maintenance activities will normally be started by AT&T before 5PM on the same day the request is received and AT&T will continue activities after 5PM when necessary to complete such requested maintenance.

* Option VII is not available to new Customers who do not have Option VII on order by May 6, 1996. AT&T Contract Tariffs in effect, or pending, on May 6, 1996, which include the availability of Option VII are not affected by this provision. Option VII benefits do not extend beyond the current term of the Contract Tariff unless otherwise provided herein. SK

* Material filed under Transmittal No. 9919 is scheduled to become effective on May 6, 1996.
 X Issued on not less than one day's notice under authority of Special Permission No. 98-0458.

AT&T COMMUNICATIONS**TARIFF F.C.C. NO. 1**

Adm. Rates and Tariffs

2nd Revised Page 178.65.43.2.1

Bridgewater, NJ 08807

Cancels 1st Revised Page 178.65.43.2.1

Issued: October 29, 1996

Effective: October 30, 1996

6.13.4. AT&T CustomNet Service - Option S (continued)

B. Minimum Monthly Revenue Commitment - The Gross Monthly Minimum Revenue Commitment (GMMRC) applies as specified under Option I, Option II, Option III, Option IV, Option V and Option VI below. Usage rate schedules associated with the specific Option subscribed to by the Customer apply as specified in Section 6.13.4.C.1., following.

Gross Monthly Minimum Revenue Commitment

Option I	\$200.00 per monthly billing period
Option II	\$1,000.00 per monthly billing period
Option III	\$5,000.00 per monthly billing period
Option IV	\$3,000.00 per monthly billing period
Option V	\$7,000.00 per monthly billing period
Option VI	\$0.00 per monthly billing period
Option VII	\$0.00 per monthly billing period

The GMMRC is based on gross monthly usage charges (prior to the application of AT&T CustomNet/ACAP and AICAP discounts) for eligible calls billed to the Customer's Option S Main Billed Account. Except as specifically excluded below, eligible calls are: intrastate, interstate, and international Dial Station calls; Customer Dialed AT&T CIID/891 Calling Card calls and inward calls billed to the Customer's Option S Main Billed Account. Service charges associated with Customer Dialed AT&T CIID/891 Calling Card calls are included as eligible charges under Option S. Charges for eligible calls are used in determining if the Customer's gross monthly usage charges meet or exceed the GMMRC subscribed to by the Customer.

Charges for the following types of calls are not included in determining the Customer's Option S monthly usage charges: Operator Handled calls; Directory Assistance calls; calls completed using AT&T Directory LINK Service; Special Service Codes 500, 700 and 900 calls; 976 calls; Conference Services Calls; cellular access calls; calls to the Atlantic, Pacific and Indian Ocean Regions via AT&T Maritime Mobile Service.

1. Seasonality Provision - If the GMMRC is not met for one or more billing periods, the Customer is subject to payment of a Shortfall Charge. In determining if a Shortfall Charge applies, the Customer's gross monthly usage charges will be averaged over a consecutive 12 full month billing period beginning with the Customer's first full months billing for Option S and each consecutive 12 full month billing period thereafter. If the Customer's average monthly billing is less than the GMMRC, the Customer will be billed a Shortfall Charge equal to the difference between the GMMRC and the average monthly billed usage charges, times 12. If the Customer discontinues service prior to the completion of the 12 consecutive full billing months, the Customer's gross monthly usage charges will be averaged over the actual number of full billing months that Option S was furnished to the Customer. If the Customer's average monthly billing is less than the GMMRC, the Customer will be billed a Shortfall Charge equal to the difference between the GMMRC and the average monthly billed usage charges times the actual number of months that Option S was furnished to the Customer.

AT&T COMMUNICATIONS

Adm. Rates and Tariffs

Bridgewater, NJ 08807

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TARIFF F.C.C. NO. 1

11th Revised Page 178.65.43.3

Cancels 10th Revised Page 178.65.43.3

Effective: October 11, 1997

6.13.4. AT&T CustomNet Service - Option S (continued)**C. Rates and Charges**

1. Domestic Charges and Canada Inward Calling Charges - The following rates and charges apply to:

(a) **Domestic Dial Station Calls -** Calls from locations of the Customer in the Mainland or Hawaii to stations throughout the United States, Guam, CNMI, Puerto Rico and the U.S. Virgin Islands.

(b) **Customer Dialed AT&T CIID/891 Calling Card Domestic Calls -** Calls between stations throughout the United States, Guam, CNMI (except for calls from Alaska) and from Puerto Rico and the U.S. Virgin Islands that are billed to the Customer's Option S Main Billed Account in the Mainland or Hawaii. Service Charges apply as specified in Section 6.13.4.C.3., following.

(c) **Inward Calling -** Calls from stations located within the United States, Guam, CNMI, Puerto Rico, the U.S. Virgin Islands and Canada to locations of the Customer in the Mainland and Hawaii. Inward calls from stations outside of such Areas will be blocked. All tariff terms, regulations and charges specified for Inward Calling under the Inward Calling Option (Section 6.13.1.B.1.8.) also apply to Option S inward calling, except for the Inward Calling usage charges and the Monthly Service Charge and except that the AT&T Advanced 800 Service Features specified in AT&T Tariff F.C.C. No. 2, are not available to Customers subscribed to Option VII. The Monthly Service Charge is \$10.00 for Option S Inward Calling per routing arrangement, except as specified in Sections 6.13.4.C.4. following.

AT&T COMMUNICATIONS**TARIFF F.C.C. NO. 1**

Adm. Rates and Tariffs

16th Revised Page 179.65.43.4

Bridgewater, NJ 08807

Cancels 15th Revised Page 179.65.43.4

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6.13.4.C.1. (d) Option I through Option VII Usage Charges

(d) **Option I through Option VII Usage Charges** - Calls are charged at a 30 second minimum per call. Usage over the initial 30 seconds will be charged per 6 second increments or fraction thereof per call. Peak Period rates apply Monday through Friday, from 8am to, but not including, 5pm. Off-Peak Period rates apply for all other hours not included within the Peak Period.

Mileage	Period	Period	Per Minute Rates	
			Peak	Off-Peak
Option I**				
Dial Station Calls	All	All	\$.3020	\$.2330
Calling Card Calls	All	All	\$.3600	\$.2940
Inward Calls	All	All	\$.3460	\$.2770
- Canada Inward Calls	All	All	\$.9880	\$.9880
Option II**				
Dial Station Calls	All	All	\$.2900	\$.2330
Calling Card Calls	All	All	\$.3540	\$.2880
Inward Calls	All	All	\$.3340	\$.2710
- Canada Inward Calls	All	All	\$.9880	\$.9880
Option III**				
Dial Station Calls	All	All	\$.2830	\$.2200
Calling Card Calls	All	All	\$.3480	\$.2820
Inward Calls	All	All	\$.3210	\$.2580
- Canada Inward Calls	All	All	\$.9880	\$.9880
Option IV**				
Dial Station Calls	All	All	\$.29.0	\$.2330
Calling Card Calls	All	All	\$.3540	\$.2880
Inward Calls	All	All	\$.3340	\$.2710
- Canada Inward Calls	All	All	\$.9880	\$.9880
Option V**				
Dial Station Calls	All	All	\$.2830	\$.2200
Calling Card Calls	All	All	\$.3480	\$.2820
Inward Calls	All	All	\$.3210	\$.2580
- Canada Inward Calls	All	All	\$.9880	\$.9880
Option VI				
Dial Station Calls	All	All	\$.2650	\$.2650
Calling Card Calls	All	All	\$.3050	\$.3050
Inward Calls	All	All	\$.3230	\$.3230
- Canada Inward Calls	All	All	\$.9250	\$.9250
Option VII*				
Dial Station Calls	All	All	\$.3020	\$.2330
Calling Card Calls	All	All	\$.3600	\$.2940
Inward Calls	All	All	\$.3180	\$.2460
- Canada Inward Calls	All	All	\$.9880	\$.9880

* Option VII is not available to new Customers who do not have Option VII on order by May 6, 1998. AT&T Contract Tariffs in effect, or pending, on May 6, 1998, which include the availability of Option VII are not affected by this provision. Option VII benefits do not extend beyond the current term of the Contract Tariff unless otherwise provided herein.

** Options I, II, III, IV, and V are not available to new Customers who do not have these Options on order by January 24, 1998. AT&T Contract Tariffs in effect, or pending, on January 24, 1998, which include the availability of these Options are not affected by this provision. Option I, II, III, IV, and V benefits do not extend beyond the current term of the Contract Tariff unless otherwise provided herein.

AT&T COMMUNICATIONS

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Bridgewater, NJ 08807
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TARIFF F.C.C. NO. 1

6th Revised Page 178,65.43.17
Cancels 5th Revised Page 178,65.43.17
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6.13.4.D. AT&T Option S Term Plan (continued)

2. Cancellation or Discontinuance of AT&T Option S Term Plan Without Liability - The Discontinuance Without Liability Regulations formerly contained in this Section have been replaced with the Discontinuance Without Liability Regulations specified in Section 6.2.21.

3. Termination of AT&T Option S Term Plan - With Liability - Customers who terminate their Option S Term Plan prior to the expiration of the selected term period will be billed a termination charge equal to 35 times the Gross Monthly Revenue Commitment times the number of months remaining in the term period except under the conditions specified in 2. above.

4. Expiration of AT&T Option S Term Plan - The Customer must notify AT&T at least 30 days in advance of the Option S Term Plan expiration date of its request to cancel or renew the Plan. If such prior notification is not made to AT&T by the Customer, the Plan will be automatically renewed with a new Option S Term Plan with the same term and revenue commitment as the Plan to which the Customer currently subscribes, if such a Plan is then available.

*AT&T Contract Tariffs in effect or pending that include the availability of the AT&T Option S Term Plan will continue to have the Term Plan apply as for Term Plans ordered on or before June 18, 1995

Exhibit 3

AT&T COMMUNICATIONS

Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: August 24, 1995

SUPPLEMENT NO. 6

Cancels Supplement No. 5
Contract Tariff No. 961
Effective: August 25, 1995

CONTRACT TARIFF NO. 961

This supplement, filed at the direction of the Common Carrier Bureau by letter dated August 24, 1995, further defers the effective date of material relative to revisions on Contract Tariff No. 961 which was originally filed under Contract Tariff Transmittal No. 3649 and subsequently deferred under Contract Tariff Transmittal Nos. 3736, 3816, 3894, 4005 and 4150, from August 25, 1995 to September 8, 1995, under authority of Special Permission No. 95-1098.

AT&T COMMUNICATIONS

Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: August 10, 1995

SUPPLEMENT NO. 5

Cancels Supplement No. 4
Contract Tariff No. 961
Effective: August 11, 1995

CONTRACT TARIFF NO. 961

This supplement, filed at the direction of the Common Carrier Bureau by letter dated August 10, 1995, further defers the effective date of material relative to revisions on Contract Tariff No. 961 which was originally filed under Contract Tariff Transmittal No. 3649 and subsequently deferred under Contract Tariff Transmittal Nos. 3736, 3816, 3854 and 4005, from August 11, 1995 to August 25, 1995, under authority of Special Permission No. 95-1006.

AT&T COMMUNICATIONS

Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: July 27, 1995

SUPPLEMENT NO. 4

Cancels Supplement No. 3
Contract Tariff No. 961
Effective: July 28, 1995

CONTRACT TARIFF NO. 961

This supplement, filed at the direction of the Common Carrier Bureau by letter dated July 27, 1995, further defers the effective date of material relative to revisions on Contract Tariff No. 961 which was originally filed under Contract Tariff Transmittal No. 3643 and subsequently deferred under Contract Tariff Transmittal Nos. 3736, 3816 and 3894, from July 28, 1995 to August 11, 1995, under authority of Special Permission No. 95-939.

AT&T COMMUNICATIONS

Adm. Rates and Tariffs

Bridgewater, NJ 08807

Issued: July 13, 1995

SUPPLEMENT NO. 3

Cancels Supplement No. 2

Contract Tariff No. 961

Effective: July 14, 1995

CONTRACT TARIFF NO. 961

This supplement, filed at the direction of the Common Carrier Bureau by letter dated July 13, 1995, further defers the effective date of material relative to Contract Tariff No. 961 which was originally filed under Contract Tariff Transmittal No. 3649 and subsequently deferred under Contract Tariff Transmittal Nos. 3736 and 3816, from July 14, 1995 to July 28, 1995, under authority of Special Permission No. 95-861.

AT&T COMMUNICATIONS

Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: June 29, 1995

SUPPLEMENT NO. 2

Cancela Supplement No. 1
Contract Tariff No. 961
Effective: June 30, 1995

CONTRACT TARIFF NO. 961

This supplement, filed at the direction of the Common Carrier Bureau by letter dated June 29, 1995, further defers the effective date of material relative to Contract Tariff No. 961 which was originally filed under Contract Tariff Transmittal No. 3649 and subsequently deferred under Contract Tariff Transmittal No. 3736, from June 30, 1995 to July 14, 1995, under authority of Special Permission No. 95-804.

AT&T COMMUNICATIONS

Adm. Rates and Tariffs

Bridgewater, NJ 08807

Issued: June 15, 1995

SUPPLEMENT NO. 1

Contract Tariff No. 961

Effective: June 16, 1995

CONTRACT TARIFF NO. 961

This supplement, filed at the direction of the Common Carrier Bureau by letter dated June 15, 1995, defers the effective date of material relative to Contract Tariff No. 961 which was originally filed under Contract Tariff Transmittal No. 3649 from June 16, 1995 to June 30, 1995, under authority of Special Permission No. 95-734.

AT&T COMMUNICATIONS

CONTRACT TARIFF NO. 961

Adm. Rates and Tariffs

Original Title Page

Bridgewater, NJ 08807

Issued: February 22, 1994

Effective: March 8, 1994

** All material on this page is new. **

CONTRACT TARIFF NO. 961

TITLE PAGE

This Contract Tariff applies to AT&T CustomNet Service - Option S for interstate or foreign communications in accordance with the Communications Act of 1934, as amended.

Telecommunication services provided under this Contract Tariff are furnished by means of wire, radio, satellite, fiber optics or any suitable technology or combination of technologies.

AT&T COMMUNICATIONS

Adm. Rates and Tariffs

Bridgewater, NJ 08807

Issued: October 28, 1997

CONTRACT TARIFF NO. 961

13th Revised Page 1

Cancels 12th Revised Page 1

Effective: October 29, 1997

CONTRACT TARIFF NO. 961**CHECK SHEET**

The Title Page and Pages 1 through 4 inclusive of this tariff are effective as of the date shown. Original and revised pages named below contain all changes from the original tariff that are in effect on the date shown.

Page Title	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated
	Original		3rd*
1	13th*	3	3rd
2	1st	3.1	3rd
		4	7th*

* New or Revised Page

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Explanation of Abbreviations.....	2
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LIST OF CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS

Concurring Carriers - NONE

Connecting Carriers - NONE

Other Participating Carriers - NONE

EXPLANATION OF SYMBOLS - Coding of Tariff Revisions

Revisions to this tariff are coded through the use of symbols. These symbols appear in the right margin of the page. The symbols and their meanings are:

- R - to signify reduction.
- I - to signify increase.
- C - to signify changed regulation.
- T - to signify a change in text but no change in rate or regulation.
- S - to signify reissued matter.
- M - to signify matter relocated without change.
- N - to signify new rate or regulation.
- D - to signify discontinued rate or regulation.
- Z - to signify a correction.

Other marginal codes are used to direct the tariff reader to a footnote for specific information. Codes used for this purpose are lower case letters of the alphabet, e.g., x, y and z. These codes may appear beside the page revision number in the page header or in the right margin opposite specific text.

AT&T COMMUNICATIONS

Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: June 15, 1994

CONTRACT TARIFF NO. 961

1st Revised Page 2
Cancels Original Page 2
Effective: June 29, 1994

TRADEMARKS AND SERVICE MARKS - The following marks, to the extent, if any, used throughout this tariff, are trademarks and service marks of AT&T Corp.

C

Trademarks

None

Service Marks

CustomNet

EXPLANATION OF ABBREVIATIONS

Adm. - Administrator

D

D

Mbps - Megabits per second

AT&T COMMUNICATIONS

Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: October 28, 1997

CONTRACT TARIFF NO. 961

3rd Revised Page 3
Cancels 2nd Revised Page 3
Effective: October 29, 1997

CONTRACT TARIFF NO. 961

1. Services Provided - This Contract Tariff applies to AT&T CustomNet Service - Option S.

2. Term of Contract; Renewal Options - The Customer must select a term of either one year, two years or three years. The term commences on the initial Service Date, if it coincides with the first day of a billing month; otherwise it commences on the first day of the first full billing month following the Customer's initial Service Date. At any time the Customer may change the term from one year to two or three years, or from two years to three years. If the Customer has selected a one year term, the Customer may renew the term for up to two additional one-year terms, if AT&T and the Customer agree. If the Customer has selected a two year term, the Customer may renew the term for up to two additional two-year terms, if AT&T and the Customer agree. If the Customer has selected a three year term, the Customer may renew the term for up to two additional three-year terms, if AT&T and the Customer agree.

3. Minimum Revenue Commitments - The Minimum Revenue Commitment (MRC) for AT&T CustomNet Service - Option S is \$200 per month. The Customer has the option to increase its monthly MRC to \$1,000 per month, \$3,000 per month, \$5,000 per month or \$7,000 per month for the remainder of the term of the Contract Tariff, including any renewal term. This MRC can be satisfied only by usage of AT&T CustomNet Service - Option S as specified in AT&T Tariff F.C.C. No. 1, after application of all applicable discounts (i.e., qualifying usage).

4. Contract Price - The Contract Price for AT&T CustomNet Service - Option S is the same as specified in AT&T Tariff F.C.C. No. 1, as amended from time to time.

5. Volume Discounts - The Customer is eligible for discounts as specified in the AT&T CustomNet Service - Option S Term Plan in AT&T Tariff F.C.C. No. 1, as amended from time to time, on AT&T CustomNet Service - Option S usage amounts from \$0 up to \$24,000. The Customer will receive an additional 3% discount on AT&T CustomNet Service - Option S usage each month, calculated before application of any discounts for which the Customer is eligible as specified in AT&T Tariff F.C.C. No. 1, on usage amounts from \$0 to \$24,000. No additional discounts will apply to amounts above \$24,000.

Customers subscribing to AT&T CustomNet Service/ACAP will receive an additional discount as specified in AT&T Tariff F.C.C. No. 1, as amended from time to time, on AT&T CustomNet Service - Option S total gross usage charges.

AT&T COMMUNICATIONS

Adm. Rates and Tariffs

Bridgewater, NJ 08807

Issued: September 7, 1995

CONTRACT TARIFF NO. 961

3rd Revised Page 3.1

Cancels 2nd Revised Page 3.1

Effective: September 8, 1995

6. Classifications, Practices and Regulations -

A. Except as otherwise provided in this Contract Tariff, the terms, conditions, regulations and charges for AT&T CustomNet Service - Option S as set forth in AT&T Tariff F.C.C. No. 1, as amended from time to time, will apply.

The Customer is eligible for the AT&T PRO-WATS, PRO-WATS-I, AT&T CustomNet Service, AT&T Plan Q Service and AT&T SMALL BUSINESS Option Service Promotion as specified in AT&T Tariff F.C.C. No. 1, Section 8.1.1.65., which although it expired on December 16, 1994, remains available throughout the 120-day availability window for any Customer who orders this Contract Tariff. The Customer is eligible for the AT&T CustomNet Service Promotion as specified in AT&T Tariff F.C.C. No. 1, Section 8.1.1.632., which although it expires on March 31, 1995, remains available throughout the 120-day availability window for any Customer who orders this Contract Tariff. The Customer is not eligible for any other current or future promotions that are or may be filed in AT&T Tariff F.C.C. No. 1. Cky

* Material filed under Contract Tariff Transmittal No. 3649 is withdrawn under authority of Special Permission No. 95-1194.

Y Issued on not less than one day's notice under authority of Special Permission No. 95-1194.

AT&T COMMUNICATIONS**CONTRACT TARIFF NO. 961**

Adm. Rates and Tariffs

7th Revised Page 4

Bridgewater, NJ 08807

Cancels 6th Revised Page 4

Issued: October 28, 1997

Effective: October 29, 1997

6. Classifications, Practices and Regulations (continued)

B. Monitoring Conditions - The following conditions apply to the service provided under this Contract Tariff:

1. The Customer must meet the MRC each year of the term of the Contract Tariff.

2. The Customer may not exceed ten locations served by AT&T CustomNet Service - Option S at any time during the term of the Contract Tariff. All locations in excess of ten will be billed at the applicable rates and discounts for AT&T CustomNet Service - Option S, as specified in AT&T Tariff F.C.C. No. 1, as amended from time to time.

Compliance with these provisions shall be monitored annually on each anniversary of the Customer's initial Service Date. If the Customer has failed to meet the MRC, in addition to the actual usage charges, the Customer will be billed the difference between the MRC multiplied by 12 and the Customer's actual annual usage charges.

C. Nonrecurring Charges - AT&T will waive the nonrecurring charge(s) as specified in AT&T Tariff F.C.C. No. 1 Sections 6.13.1.B.2. and 6.13.3.A.2., and the service establishment charge as specified in AT&T Tariff F.C.C. No. 1 Section 6.13.1.B.8.(a) for each new service location billed to the AT&T CustomNet Service - Option S account, provided that the service ordered has a requested installation date of no later than 60 days after the Customer's initial service date under this Contract Tariff.

D. Discontinuance Without Liability - The Customer may discontinue this Contract Tariff without liability prior to the end of the term of the Contract Tariff, provided the Customer replaces this Contract Tariff with other AT&T services provided under Contract Tariff of equal or greater term, volume and revenue commitment.

The Customer may discontinue this Contract Tariff without liability prior to November 28, 1997 provided: 1) the Customer is in service under this Contract Tariff as of October 29, 1997, 2) the Customer notifies AT&T in writing, no more than 30 days after October 29, 1997 that the Customer objects to receive such additional discount and wishes to discontinue service effective with the next billing cycle or on November 28, 1997, whichever is sooner, and 3) is current in payment to AT&T for all services provided under this Contract Tariff.

E. Discontinuance With Liability - If the Customer discontinues this Contract Tariff prior to the end of the term, for any reason other than those specified in Section 6.D., the Customer will immediately be liable for a Termination Charge equal to the MRC for each month remaining in the term, multiplied by 354.

F. Availability - This Contract Tariff has been developed for Customers who: (1) order this Contract Tariff only once, (2) incur all of their AT&T CustomNet Service - Option S usage charges under this Contract Tariff, and (3) either convert substantially similar service from another Interexchange Carrier to AT&T, or inform AT&T of their intent to obtain substantially similar service from another Interexchange Carrier at rates equal to or less than the rates in this Contract Tariff. This Contract Tariff will also be available to all similarly situated Customers who ordered service during a previous availability period or who orders service within 30 days after October 29, 1997 and request installation within 30 days of the date ordered.

Exhibit 4

AT&T COMMUNICATIONS

Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: March 31, 1995

SUPPLEMENT NO. 1

Contract Tariff No. 1094
Effective: March 31, 1995

CONTRACT TARIFF NO. 1094

This supplement advances the effective date of material relative to Contract Tariff No. 1094 which was originally filed under Contract Tariff Transmittal No. 3257 from April 14, 1995 to March 31, 1995, under authority of Special Permission No. 95-380.

AT&T COMMUNICATIONS

Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: March 30, 1995

SUPPLEMENT NO. 1

Contract Tariff No. 1094
Effective: March 31, 1995

CONTRACT TARIFF NO. 1094

This supplement, filed at the direction of the Common Carrier Bureau by letter dated March 30, 1995, defers the effective date of material relative to revisions of Contract Tariff No. 1094 which was originally filed under Contract Tariff Transmittal No. 3257 from March 31, 1995 to April 14, 1995, under authority of Special Permission No. 95-377.

AT&T COMMUNICATIONS
Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: April 21, 1994

CONTRACT TARIFF NO. 1094
1st Revised Title Page
Cancels Original Title Page
Effective: April 22, 1994

** All material on this page is reissued. **

CONTRACT TARIFF NO. 1094

TITLE PAGE

This Contract Tariff applies to AT&T CustomNet Service - Option S for interstate or foreign communications in accordance with the Communications Act of 1934, as amended.

Telecommunication services provided under this Contract Tariff are furnished by means of wire, radio, satellite, fiber optics or any suitable technology or combination of technologies.

Material filed under Contract Tariff Transmittal No. 1627 is scheduled to become effective on April 22, 1994.

AT&T COMMUNICATIONS

Adm. Rates and Tariffs
 Bridgewater, NJ 08807
 Issued: October 28, 1997

CONTRACT TARIFF NO. 1094

7th Revised Page 1
 Cancels 6th Revised Page 1
 Effective: October 29, 1997

CONTRACT TARIFF NO. 1094**CHECK SHEET**

The Title Page and Pages 1 through 4 inclusive of this tariff are effective as of the date shown. Original and revised pages named below and Supplement No. 1 contain all changes from the original tariff that are in effect on the date shown.

Page Title	Number of Revision Exempt as Indicated	Page	Number of Revision Exempt as Indicated
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3	7th*	5	Original*
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Explanation of Abbreviations.....	2
Contract Summary.....	3

LIST OF CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS

Concurring Carriers - NONE

Connecting Carriers - NONE

Other Participating Carriers - NONE

EXPLANATION OF SYMBOLS - Coding of Tariff Revisions

Revisions to this tariff are coded through the use of symbols. These symbols appear in the right margin of the page. The symbols and their meanings are:

- R - to signify reduction.
- I - to signify increase.
- C - to signify changed regulation.
- T - to signify a change in text, but no change in rate or regulation.
- S - to signify reissued matter.
- M - to signify matter relocated without change.
- N - to signify new rate or regulation.
- D - to signify discontinued rate or regulation.
- Z - to signify a correction.

Other marginal codes are used to direct the tariff reader to a footnote for specific information. Codes used for this purpose are lower case letters of the alphabet, e.g., x, y and z. These codes may appear beside the page revision number in the page header or in the right margin opposite specific text.

AT&T COMMUNICATIONS

Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: July 20, 1994

CONTRACT TARIFF NO. 1094

2nd Revised Page 2
Cancels 1st Revised Page 2
Effective: August 3, 1994

TRADEMARKS AND SERVICE MARKS - The following marks, to the extent, if any, used throughout this tariff, are trademarks and service marks of AT&T Corp.

C

Trademarks

None

Service Marks

CustomNet

EXPLANATION OF ABBREVIATIONS

Adm. - Administrator

D

D

Mbps - Megabits per second

AT&T COMMUNICATIONS

Ann. Rates and Tariffs
 Bridgewater, NJ 08807
 Issued: October 28, 1997

CONTRACT TARIFF NO. 1094

3rd Revised Page 3
 Cancels 2nd Revised Page 3
 Effective: October 29, 1997

CONTRACT TARIFF NO. 1094

1. Services Provided - This Contract Tariff applies to AT&T CustomNet Service - Option S.

2. Term of Contract; Renewal Options - The Term of contract is one year. The term commences on the initial Service Date, if it coincides with the first day of a billing month; otherwise it commences on the first day of the first full billing month following the Customer's initial Service Date. The Customer may renew the term for up to two additional one-year terms, if AT&T and the Customer agree.

3. Minimum Revenue Commitments - The Minimum Revenue Commitment (MRC) for AT&T CustomNet Service - Option S is \$200 per month. The Customer has the option to increase its monthly MRC to \$1,000 per month, \$3,000 per month, \$5,000 per month or \$7,000 per month for the remainder of the Contract Tariff term, including any renewal term. This MRC can be satisfied only by usage of AT&T CustomNet Service - Option S as specified in AT&T Tariff F.C.C. No. 1, after application of all applicable discounts (i.e., qualifying usage).

4. Contract Price - The Contract Price for AT&T CustomNet Service - Option S is the same as specified in AT&T Tariff F.C.C. No. 1, as amended from time to time.

5. Volume Discounts - The Customer is eligible for discounts as specified in the AT&T CustomNet Service - Option S Term Plan in AT&T Tariff F.C.C. No. 1, as amended from time to time, on AT&T CustomNet Service - Option S usage amounts from \$0 to \$24,000. The Customer will receive an additional 3% discount on AT&T CustomNet Service - Option S usage each month, calculated before application of any discounts for which the Customer is eligible as specified in AT&T Tariff F.C.C. No. 1, on usage amounts from \$0 to \$24,000. No additional discounts will apply to amounts above \$24,000.

Customers subscribing to AT&T CustomNet Service/ACAP will receive an additional discount as specified in AT&T Tariff F.C.C. No. 1, as amended from time to time, on AT&T CustomNet Service - Option S total gross usage charges.

AT&T COMMUNICATIONS

Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: March 17, 1995

CONTRACT TARIFF NO. 1094

2nd Revised Page 3.1
Cancels 1st Revised Page 3.1
Effective: March 31, 1995

6. Classifications, Practices and Regulations -

A. Except as otherwise provided in this Contract Tariff, the terms, conditions, regulations and charges for AT&T CustomNet Service - Option S as set forth in AT&T Tariff F.C.C. No. 1, as amended from time to time, will apply.

The Customer is eligible for the AT&T PRO-WATS, PRO-WATS-1, AT&T CustomNet Service, AT&T Plan Q Service and AT&T SMALL BUSINESS Option Service Promotion as specified in AT&T Tariff F.C.C. No. 1, Section 8.1.1.65., which although it expired on December 16, 1994, remains available C
throughout the 120-day availability window for any Customer who orders this Contract Tariff. The Customer is eligible for the AT&T CustomNet Service Promotion as specified in AT&T Tariff F.C.C. No. 1, Section 8.1.1.632., which although it expires on March 31, 1995, remains available C
throughout the 120-day availability window for any Customer who orders this Contract Tariff. The Customer is not eligible for any other current or future promotions that are or may be filed in AT&T Tariff F.C.C. No. 1.

AT&T COMMUNICATIONS**CONTRACT TARIFF NO. 1094**

Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: October 28, 1997

5th Revised Page 4
Cancels 4th Revised Page 4
Effective: October 29, 1997

6. Classifications, Practices and Regulations (continued)

B. Monitoring Conditions - The following conditions apply to the service provided under this Contract Tariff:

1. The Customer must meet the MRC each year of the term of the Contract Tariff.

2. The Customer may not exceed ten locations served by AT&T CustomNet Service - Option S at any time during the term of the Contract Tariff. All locations in excess of ten will be billed at the applicable rates and discounts for AT&T CustomNet Service - Option S, as specified in AT&T Tariff F.C.C. No. 1, as amended from time to time.

Compliance with these provisions shall be monitored annually on each anniversary of the Customer's initial Service Date. If the Customer has failed to meet the MRC, in addition to the actual usage charges, the Customer will be billed the difference between the MRC multiplied by 12 and the Customer's actual annual usage charges.

C. Nonrecurring Charges - AT&T will waive the nonrecurring charge(s) as specified in AT&T Tariff F.C.C. No. 1 Sections 6.13.1.W.2. and 6.13.2.A.2., and the service establishment charge as specified in AT&T Tariff F.C.C. No. 1 Section 6.13.1.B.8.(a) for each new service location billed to the AT&T CustomNet Service - Option S account, provided that the service ordered has a requested installation date of no later than 60 days after the Customer's initial service date under this Contract Tariff.

D. Discontinuance Without Liability - The Customer may discontinue this Contract Tariff without liability prior to the end of the term of the Contract Tariff, provided the Customer replaces this Contract Tariff with other AT&T services provided under Contract Tariff of equal or greater term, volume and revenue commitment. Upon written notice to AT&T, the Customer may also discontinue without liability at the end of any month of the term of the Contract Tariff.

The Customer may discontinue this Contract Tariff without liability prior to November 28, 1997 provided: 1) the Customer is in service under this Contract Tariff as of October 29, 1997, 2) the Customer notifies AT&T in writing, no more than 30 days after October 29, 1997 that the Customer objects to receive such additional discount and wishes to discontinue service effective with the next billing cycle or on November 28, 1997, whichever is sooner, and 3) is current in payment to AT&T for all services provided under this Contract Tariff.

E. Discontinuance With Liability - If the Customer discontinues this Contract Tariff prior to the end of the term, for any reason other than those specified in Section 6.D., the Customer will immediately be liable for a Termination Charge equal to the MRC for each month remaining in the term, multiplied by 35%.

Certain material previously found on this page can now be found on Page 5.

AT&T COMMUNICATIONS

Adm. Rates and Tariffs

Bridgewater, NJ 08807

Issued: October 28, 1997

CONTRACT TARIFF NO. 1094

Original Page 5

Effective: October 28, 1997

6. Classifications, Practices and Regulations (continued)

N

F. Availability - This Contract Tariff has been developed for Customers M
who: (1) order this Contract Tariff only once, (2) incur all of their AT&T M
CustomNet Service - Option S usage charges under this Contract Tariff, and
(3) either convert substantially similar service from another Interexchange
Carrier to AT&T, or inform AT&T of their intent to obtain substantially
similar service from another Interexchange Carrier at rates equal to or
less than the rates in this Contract Tariff. This Contract Tariff will
also be available to all similarly situated Customers who ordered in a M
previous availability window or who order service within 30 days after C
October 29, 1997 and request installation within 30 days of the date C
ordered. M

Certain material on this page formerly appeared on Page 4

Exhibit 5

AT&T Communications
of the Midwest, Inc.

CUSTOM NETWORK
SERVICE TARIFF

Original Title Page

State of South Dakota

Issued: November 23, 1993

Effective: November 24, 1993

CUSTOM NETWORK SERVICE

REGULATIONS AND SCHEDULES OF CHARGES

APPLYING TO

INTRASTATE SERVICE

WITHIN THE

STATE OF SOUTH DAKOTA

Herein is contained the Custom Network Service tariff, as ordered by the
South Dakota PUC in Docket TC92-026 dated November 2, 1992.

0150.49.1138

AT&T Communications
of the Midwest, Inc.CUSTOM NETWORK
SERVICE TARIFFTable of Contents
9th Revised Page 1

State of South Dakota

Issued: June 28, 1996

Effective: July 1, 1996

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AT&T MultiQuest SM Service	Section 9
AT&T One Line WATS Service	Section 10
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(N)

SMService Mark of AT&T[®]Registered Service Mark of AT&T

AT&T Communications
of the Midwest, Inc.

CUSTOM NETWORK
SERVICE TARIFF

Preface Sheet
1st Revised Page 1

State of South Dakota

Issued: June 30, 1997

Effective: July 1, 1997

CUSTOM NETWORK SERVICE

Explanation of Symbols

- (C) - to signify changed regulation
- (D) - to signify discontinued rate or regulation
- (I) - to signify increase
- (N) - to signify new rate or regulation
- (R) - to signify reduction
- (T) - to signify a change in text but no change in rate or regulation
- (M) - to signify a move of text or rates without change (N)
unless so indicated with an additional symbol (N)

References to Other Tariffs

Wherever reference is made in this tariff to other tariffs of this Company or to tariffs of Other Participating Carriers, the reference is to the tariffs in force as of the effective date of this tariff and to amendments thereto and successive issues thereof.

AT&T Communications
of the Midwest, Inc.

CUSTOM NETWORK
SERVICE TARIFF

Section 1
Original Page 1

State of South Dakota

Issued: November 23, 1993

Effective: November 24, 1993

APPLICATION OF TARIFF

1.1 APPLICATION

This tariff contains the regulations and rates applicable to Custom Network Service furnished by AT&T Communications of the Midwest, Inc., hereinafter referred to as the Company, between two stations in the state of South Dakota.

1.1.1 Jurisdiction

Jurisdiction refers to the classification of a Custom Network Service call as intrastate or interstate. Jurisdiction is a matter of law not of Company discretion or policy or customer preference. The law describing what constitutes interstate jurisdiction is the Communications Act of 1934, as amended. Some portions of this service are only subject to the jurisdiction of the Federal Communications Commission (F.C.C.). This tariff covers the portion of this service that is subject to the South Dakota Public Utilities Commission's Jurisdiction.

AT&T Communications
of the Midwest, Inc.

CUSTOM NETWORK
SERVICE TARIFF

Section 2
Original Page 1

State of South Dakota

Issued: November 23, 1993

Effective: November 24, 1993

GENERAL REGULATIONS

2.1 DESCRIPTION

Custom Network Services are offered to meet customer needs for specialized telecommunications requirements of customers having a need to communicate between many geographically dispersed locations.

2.2 REGULATIONS

2.2.1 Provision of Services

Custom Network Services are fully supported by the Company through engineering, installation and maintenance efforts. The Company will assure that each service functions properly within its specified transmission and switching parameters.

A. Engineering

The Company will engineer to the specifications and parameters of the service provided.

B. Installation

When installation of a component is required, it will be installed subject to the availability of installation personnel and equipment. Installations will usually be made during normal working hours.

C. Maintenance

The Company will maintain and repair the services which it provides.

2.2.2 Transfer or Assignment

Custom Network Services may be transferred or assigned to a new customer. See AT&T's Tariff F.C.C. No. 1.

AT&T Communications
of the Midwest, Inc.

CUSTOM NETWORK
SERVICE TARIFF

Section 2
Original Page 2

State of South Dakota

Issued: November 23, 1993

Effective: November 24, 1993

GENERAL REGULATIONS

2.3 ACCESS LINES

A Custom Network Service access line connects a customer's premises or a customer's private network to a Custom Network Service. There are two types of access lines: local exchange service access and special access.

2.3.1 Local Exchange Service Access

The customer's premises may be connected to an AT&T central office using local exchange service access. When local exchange service is required to access a Custom Network Service, the customer is responsible for obtaining the local exchange service from the Local Exchange Carrier.

2.3.2 Special Access

The customer's premises may be connected to an AT&T central office using special access and a central office connection. The rates and regulations for special access are found in AT&T's Tariff F.C.C. Nos. 9 and/or 11. The rates and regulations for the appropriate central office connection are found in AT&T's Tariff F.C.C. No. 9.

2.4 UNDERTAKING OF THE COMPANY

Custom Network Service is furnished for the transmission of voice communications but may also be used for data, facsimile, signaling, metering or other similar communications, subject to the transmission capabilities of the service.

Custom Network Service is available 24 hours a day, 7 days per week.

The Company does not transmit messages. However, Custom Network Service may be used for that purpose.

2.4.1 Transmission Medium

The Company selects and/or arranges for the channels and/or service components used to provide Custom Network Service. Any suitable technology or combination of technologies may be used. The Company may modify or change the channels and/or service components used to furnish Custom Network Service at any time subject to the Regulations in this tariff.

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2.4 UNDERTAKING OF THE COMPANY (Cont'd)

2.4.2 Provision of Customer Equipment

Customer equipment may be used with Custom Network Service. The Company does not provide customer equipment.

2.4.3 Through Transmission of Signals

The Company is responsible for the provision of Custom Network Service from station to station. It is not responsible for the quality of transmission or signaling on the customer's side of the interface at a customer's premises.

2.4.4 Availability

- A. Subject to compliance with B. following, where a shortage of service components exists at any time either for temporary or protracted periods, the establishment of two-point Long Distance Message Telecommunications Service, provided under Tariff, shall take precedence over all other services provided by the Company.
- B. Service is furnished subject to the availability of the service components required. The Company will determine which of those components shall be used and make modifications to those components at its option.
- C. Service will be provided where facilities and billing capabilities are available.

2.4.5 Restoration of Service

The use and restoration of Custom Network Service will be in accordance with Part 64, Subpart D, of the F.C.C.'s Rules and Regulations.

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2.5 USE

Custom Network Service may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications network. Custom Network Service is furnished for use by the customer but may be used by others when so authorized by the customer.

2.5.1 Abuse

The abuse of Custom Network Service is prohibited. The following activities constitute abuse:

- A. Using Custom Network Service to make calls which might reasonably be expected to frighten, abuse, torment or harass another.
- B. Using Custom Network Service in such a way that it interferes unreasonably with the use of other Company services.

2.5.2 Fraudulent Use

The fraudulent use of or the intended or attempted fraudulent use of Custom Network Service is prohibited. The following activities constitute fraudulent use:

- A. Using Custom Network Service to transmit a message, locate a person or otherwise give or obtain information without payment for the service,
- B. Using or attempting to use Custom Network Service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 1. Rearranging, tampering with or making connections not authorized by this tariff to any service components used to furnish Custom Network Service.
 2. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices.

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2.6 RESPONSIBILITIES OF THE COMPANY

2.6.1 Liability

- A. The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit by a customer or by any others for damages associated with the installation, provision, termination, maintenance, repair or restoration of Custom Network Service and subject to the provisions of B. through H. following, the Company's liability, if any, shall not exceed an amount equal to the initial period charge provided for under this tariff for the Custom Network Service call for the period during which the call was affected.
- B. The Company is not liable for damages associated with service, channels or equipment which it does not furnish.
- C. The Company is not liable for damages to a premises resulting from the furnishing of Custom Network Service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.
- D. The Company shall be indemnified, defended and held harmless by the customer and user against all claims, losses or damages arising from the use of Custom Network Service furnished pursuant to this tariff, involving:
 1. Claims for libel, slander, invasion of privacy or infringement of copyright arising from any communication.
 2. Claims for patent infringement arising from combining or using Custom Network Service furnished by the Company in connection with facilities or equipment furnished by others.
 3. All other claims arising out of any act or omission of others relating to Custom Network Service provided pursuant to this tariff.

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2.6 RESPONSIBILITIES OF THE COMPANY (Cont'd)

2.6.1 Liability (Cont'd)

- E. The Company does not guarantee or make any warranty with respect to Custom Network Service when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the customer and user against all claims, losses or damages by any person relating to Custom Network Service provided pursuant to this tariff when used in an explosive atmosphere.
- F. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel with respect to any service offered under this tariff. The Company will defend the customer and user against claims of patent infringement arising solely from the use by the customer or user of Custom Network Service offered under this tariff and will indemnify such customer or user for any damages awarded based solely on such claims.
- G. The Company's failure to provide or maintain service under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Company's reasonable control.
- H. The Company shall not be liable for errors in transmitting, translating, receiving or delivering messages by telephone, Text Telephone (TT) or any other instrumentality over the facilities of the Company, connecting utilities or through a Telecommunications Relay Service (TRS) center.

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2.7 RESPONSIBILITIES OF THE CUSTOMER

The customer's general responsibilities are described in this section. When customer equipment or a customer-provided communications system is connected to Custom Network Service, the customer assumes additional responsibilities that are described in the Connections section of this tariff following.

2.7.1 Payment of Bills and Compliance with Regulations

The customer is responsible for placing any necessary orders and complying with tariff regulations for Custom Network Service and for assuring that its users comply with tariff regulations. The customer is also responsible for the payment of bills for Custom Network Service. This includes payment for Custom Network Service calls or services originated at the customer's number(s).

2.7.2 Establishing Identity

1. The calling party is responsible for establishing its identity as often as necessary during the course of a call.
2. The calling party assumes full responsibility for identifying the station, party or person with whom connection is made at the called number or numbers.

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2.8 PAYMENTS AND CHARGES

The applicable rates and charges are contained in the Custom Network Service RATE LIST.

2.8.1 Application of Charges

The rates and charges that are in effect in this tariff when Custom Network Service is furnished are the rates and charges used to determine the customer's bill.

2.8.2 Payment of Charges

Payment for Custom Network Service is due upon presentation of the bill. Custom Network Service may be denied for nonpayment of a bill, as specified in Violation of Regulations following.

2.8.3 Deposits

See AT&T's Tariff F.C.C. Nos. 1 and 2.

2.8.4 Payphone Use Charge

In addition to all other charges for Custom Network Services under this tariff, a non-discountable Payphone Use Charge shall apply to each coinless call which AT&T can identify as placed from a domestic payphone by or to the Customer or its permitted users. See AT&T Tariff F.C.C. Nos. 1 and 2 for terms, conditions and exclusions. This charge is for the use of the payphone instrument to access AT&T services.

Refer to The Rate List.

(D)

(D)

2.9 USE OF ANOTHER MEANS OF COMMUNICATIONS

If the customer elects to use another means of communication during the period of interruption, the customer must pay the charges for the alternative service used.

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GENERAL REGULATIONS

2.10 CONNECTIONS

When customer equipment is connected to Custom Network Service, it must comply with Part 68 of the F.C.C.'s Rules and Regulations, 47 C.F.R. Part 68 (commonly known as the F.C.C.'s Registration Program). When any equipment or system which is not subject to Part 68 of the F.C.C.'s Rules and Regulations is connected, the Minimum Protection Criteria specified in this tariff must be met.

Custom Network Services may be connected to private networks or communications systems under the terms and conditions specified in that section. The Company is responsible for the quality of transmission from station to station.

2.10.1 Responsibilities of the Customer

When customer equipment or a customer-provided communications system is connected to Custom Network Service, the customer assumes responsibility for the connection as follows:

A. Compatibility with Custom Network Service

The customer is responsible for the compatibility of its equipment or system with Custom Network Service. This responsibility applies at the initial installation and on a continuing basis as long as the connection is made.

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2.10 CONNECTIONS (Cont'd)

2.10.1 Responsibilities of the Customer (Cont'd)

B. Interference and Hazard

The operating characteristics of the customer equipment or customer-provided communications system connected to Custom Network Service must not interfere with or impair any of the services offered by this Company. In addition, they must not endanger the safety of Company employees or the public, damage or interfere with the proper functioning of Company equipment or otherwise injure the public in its use of Custom Network Service.

C. Changes to Custom Network Service

The Company is not obligated to alter or modify Custom Network Service because of additions or changes to customer equipment or a customer-provided communications system.

D. Testing and Maintenance

If a trouble condition occurs on an assembly, the customer must determine whether the fault is in 1) the connected customer equipment or customer-provided communications system or 2) Custom Network Service. The Company will test and maintain only Custom Network Service.

The testing of Custom Network Service will usually be made from a central office. The Company will not dispatch a repair person to a customer's or user's premises if a trouble condition (or suspected trouble condition) exists on the local exchange service. The customer is responsible for requesting such dispatch from the provider of the local exchange service. The customer is also responsible for the payment of such provider's charges, if any, for the dispatch.

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2.10 CONNECTIONS (Cont'd)

2.10.2 Responsibilities of the Company

The Company will furnish and maintain its service components in a manner suitable for Custom Network Service. The Company will make available information as required by Part 68 of the F.C.C.'s Rules and Regulations (e.g., the number of ringers that may be connected to a particular line). In addition, the Company will be responsible for the compatibility of its equipment or services with Custom Network Service when such equipment or services are connected to Custom Network Service at a central office.

A. Changes in Components, Operations, or Procedures

The Company is not responsible to any party, if a change in its Custom Network Service components, operations or procedures, which is consistent with the Registration Program 1) affects any facilities, customer equipment or customer-provided communications systems provided by others in anyway or 2) requires their modification in order to be used with Custom Network Service. However, if such changes can be reasonably expected to materially affect the operating or transmission characteristics of the Custom Network Service or render any customer equipment or customer-provided communications system incompatible with Custom Network Service, the Company will provide adequate notice in writing to allow the customer an opportunity to maintain uninterrupted service.

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GENERAL REGULATIONS

2.10 CONNECTIONS (Cont'd)

2.10.3 Connection to a Customer-Provided Communications System or to
Service(s) Provided by Others

Any system or service connected to a Custom Network Service offering must be operated and maintained so it will work satisfactorily with Custom Network Service. Connections to a Custom Network Service will be made in accordance with the following:

A. Answer Supervision

Answer supervision must be provided when a Custom Network Service offering is connected to switching equipment or a customer-provided communications system which is not subject to Part 68 of the F.C.C.'s Rules and Regulations, 47 C.F.R. Part 68. In such cases, the equipment or system must provide answer supervision so that the measure of chargeable time begins upon the delivery of the Custom Network Service call to the switching equipment or to the equipment connected to the communications system and ends upon termination of the call by the calling party.

B. Minimum Protection Criteria

The connection at the station used for Custom Network Service must be made so that it continually complies with the specified Minimum Protection Criteria following.

C. Customer-Provided Communications System Failures

When a customer-provided communications system fails and the connection to Custom Network Service is not through switching equipment, the customer-provided communications system must be arranged to promptly return the Custom Network Service to an idle (on-hook) state. In addition, the customer must notify the Company when the customer-provided communications system fails.

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2.10 CONNECTIONS (Cont'd)

2.10.3 Connection to a Customer-Provided Communications System or to
Service(s) Provided by Others (Cont'd)

D. Use of Satellite Facilities

If a customer-provided communications system uses satellite facilities (directly or indirectly) and is connected to Custom Network Service, there may be two or more satellite links involved in the combined connection. In such cases, the Company will not be responsible for any deterioration in transmission. It will continue to furnish Custom Network Service using the service components that it considers to be appropriate.

2.10.4 Minimum Protection Criteria

Minimum Protection Criteria have been specified so that Company personnel, equipment and services will be protected from the harmful effects of signal power overload, hazardous voltages and longitudinal imbalance. Minimum Protection Criteria applies to the direct electrical, acoustic or inductive connections of customer equipment, test equipment and customer-provided communications systems to the Custom Network Service.

Customer equipment, test equipment and customer-provided communications systems which are connected to Custom Network Service on a direct electrical basis or an acoustic or inductive basis must comply with the following.

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2.10 CONNECTIONS (Cont'd)

2.10.4 Minimum Protection Criteria (Cont'd)

- A. To protect other Company services, it is necessary that the signal which is applied at the station meets the following limits:
1. Metallic Voltage
 - a. 4 kHz to 270 kHz
 - b. The root-mean-square (RMS) value of the metallic voltage components in the frequency range of 270 kHz to 6 MHz shall, averaged over 2 microseconds, not exceed -15 dBV. This limitation applies with a metallic termination having an impedance of 135 ohms.

Center Frequency (f) of 8 kHz Band	Max. Voltage in All 8 kHz Bands	Metallic Terminating Impedance
8 kHz to 12 kHz	- (6.4 + 12.6 log f) dBV*	300 ohms
12 kHz to 90 kHz	(23 - 40 log f) dBV	135 ohms
90 kHz to 266 kHz	- 55 dBV	135 ohms

* dBV = 20 log₁₀ voltage in volts

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2.10 CONNECTIONS (Cont'd)

2.10.4 Minimum Protection Criteria (Cont'd)

A. (Cont'd)

2. Longitudinal Voltage

a. 4 kHz to 270 kHz

- b. The root-mean-square (RMS) value of the longitudinal voltage components in the frequency range of 270 kHz to 6 MHz shall, averaged over 2 microseconds, not exceed -30 dBV. This limitation applies with a longitudinal termination having an impedance of 90 ohms.

Center Frequency (f) of 8 kHz Band	Max. Voltage in All 8 kHz Bands	Longitudinal Terminating Impedance
8 kHz to 12 kHz	- (18.4 + 20 log f) dBV*	500 ohms
12 kHz to 42 kHz	(3 - 40 log f) dBV	90 ohms
42 kHz to 266 kHz	- 62 dBV	90 ohms

* dBV = 20 log₁₀ voltage in volts

- B. To prevent the interruption or disconnection of a Custom Network Service call, it is necessary that the signal power applied at the station be limited. Specifically, the signal at the station shall at no time have energy concentrated solely in the 2450 to 2750 Hz band. If there is signal power at the station in the 2450 to 2750 Hz band, it must not exceed the power present at the same time in the 800 to 2450 Hz band.

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GENERAL REGULATIONS

2.10 CONNECTIONS (Cont'd)

2.10.4 Minimum Protection Criteria (Cont'd)

C. Direct Electrical Connections

In addition to the regulations in B. preceding, customer equipment, test equipment and customer-provided communications systems which are connected to Custom Network Service on a direct electrical basis must comply with the following:

1. To prevent excessive noise and crosstalk, it is necessary that the power of the signal presented at the serving office not exceed 12dB below one milliwatt when measured over any three second interval. To insure that this limit is not exceeded, the power of the signal which may be applied by the customer equipment, test equipment or customer-provided communications system to the station will be specified for each customer location. In no case shall the power exceed one milliwatt.

D. Acoustic or Inductive Connections

In addition to the regulations in B. preceding, customer equipment and customer-provided communications systems which are connected to Custom Network Service on an acoustic or inductive basis must comply with the following:

1. To prevent excessive noise and crosstalk, it is necessary that the power of the signal which is applied by the equipment to the station located on the customer's or user's premises be limited so that the signal power does not exceed 9dB below one milliwatt when averaged over any three second interval. However, to permit each customer, independent of distance from the serving office to supply signal power which at the serving office, approximates 12dB below one milliwatt when averaged over any three-second interval, the Company at the customer's request will specify for each customer location the signal power at the station, which shall in no case exceed one milliwatt.

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GENERAL REGULATIONS

2.10 CONNECTIONS (Cont'd)

2.10.5 Recording of Two-Way Telephone Conversations

Custom Network Service is not represented as adapted to the recording of two-way telephone conversations. However, voice recording equipment which is directly, acoustically or inductively connected with Custom Network Service may be used for the recording of such conversations subject to the following regulations which have been adopted by the F.C.C.:

A. Recording Requirements

1. The voice recording equipment must be arranged so that it can be connected or disconnected (or switched on or off) at the will of the customer. In addition, one of the following conditions must apply:
 - a. All parties to the telephone conversation must give their prior consent to the recording of the conversation, and the prior consent must be obtained in writing or be part of and obtained at the start of the recording.
 - b. A distinctive recorder tone repeated at intervals of approximately fifteen seconds is required to alert all parties when the recording equipment is in use. The distinctive recording tone can be provided as part of
 - 1) the recording equipment or 2) registered or grandfathered protective circuitry.

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GENERAL REGULATIONS

2.10 CONNECTIONS (Cont'd)

2.10.5 Recording of Two-Way Telephone Conversations (Cont'd)

A. Recording Requirements (Cont'd)

2. A broadcast licensee shall be exempt from the above recording requirements provided at least one of the following requirements is met:
 - a. The licensee informs each party to the call of its intent to broadcast the conversation.
 - b. Each party to the call is aware of the licensee's intent to broadcast the call.
 - c. Such awareness of the licensee's intent to broadcast the call may be reasonably imputed to the party.

B. Exceptions

The F.C.C. has established the following exceptions to the foregoing requirements:

1. Recordings made of incoming calls to telephone numbers publicized for emergencies involving health or safety of life and property (e.g., emergency situations involving fire, health care, police, public utilities and emergency road service) and outgoing calls made in immediate response to such calls. Included in this exception are:
 - a. Recordings made at the United States Department of Defense Command Centers of emergency communications transmitted over the Department of Defense's private line system when connected to a Custom Network Service.
 - b. Recordings made by the United States Nuclear Regulatory Commission of the Department of Energy with respect to the telephone systems located at its Operations Center.

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GENERAL REGULATIONS

2.10 CONNECTIONS (Cont'd)

2.10.5 Recording of Two-Way Telephone Conversations (Cont'd)

B. Exceptions (Cont'd)

2. Recordings of calls made for patently unlawful purposes, such as bomb threats, kidnap ransom requests and obscene telephone calls. Outgoing calls made in immediate response to such calls are also excepted. Included in this exception are:
 - a. Recordings made by the United States Secret Service of the Department of the Treasury for recording of two-way telephone conversations which concern the safety and security of the person of the President of the United States, members of his immediate family or the White House and its grounds.
 - b. Recordings of calls made by federal, state or local law enforcement authorities or federal intelligence authorities acting under color of law.

2.10.6 Connections to Other Services Provided by the Company

A Custom Network Service offering may be connected at a customer's premises to other services provided by this Company, if they are electrically compatible. Connections at an AT&T central office may be made to Private Line Service furnished under this Company's Interstate Private Line tariffs, as specified in the appropriate sections of those tariffs. All connections are subject to the regulations in this tariff and the regulations in the tariff under which the other service is furnished.

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2.11 RATE DETERMINATION

The rate for a Custom Network Service call may be determined by factors such as:

- The distance between the rate centers of the originating (calling) station and the terminating (called) station, and under certain conditions, the distance between the V&H coordinates of an AT&T central office and the rate center of the called station.
- The time of day and the day of week,
- The duration of the call.

The specific factors which apply to a given Custom Network Service call and their application are listed in the rate section applicable to that type of call. The regulations pertaining to those factors are as follows:

2.11.1 Time of Day and Day of Week

The rate charged for a Custom Network Service call may be determined in part by the day of the week and the time of day at the originating (calling) station at the AT&T central office associated with the originating (calling) station using special access. Different rates may be applicable to a call at different times of the day and on certain days of the week, as specified in the appropriate rate section for that call.

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GENERAL REGULATIONS

2.11 RATE DETERMINATION (Cont'd)

2.11.2 Determining the Chargeable Time Of A Call

The chargeable time for a Custom Network Service call is determined by the duration of the call. Chargeable time includes the initial period plus the additional time involved, if any, and is determined as follows:

- A. On all calls, chargeable time begins when completed connection is established between the calling station and the called station.
- B. Chargeable time ends when the calling station "hangs up". If the called station "hangs up" but the calling station does not, chargeable time ends when the connection is released either by automatic timing equipment in the telecommunications network or by the Company operator.
- C. When the Custom Network Service is directly connected to a customer-provided communications system at a customer's or user's premises, chargeable time begins when a Custom Network Service call terminates in or passes through the first customer equipment on that customer-provided communications system. It is the customer's responsibility to furnish appropriate answer supervision to the point of interface with the Custom Network Service so that chargeable time may begin.

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2.11 RATE DETERMINATION (Cont'd)

2.11.3 Determining the Applicable Rate In Effect

- A. Except for Custom Network Service calls that use a special access line when the call is established in one rate period and ends in another rate period, the rate in effect at the calling station for each rate period applies to the portion of the call occurring within that rate period. When a calling station on a Custom Network Service uses a special access line, the rate in effect at the AT&T central office for each rate period applies to the portion of the call occurring within that rate period. When a unit of time is split between two rate periods, the rate applicable to that unit of time is based on the rate period in which it began.
- B. Chargeable time for a rate period (e.g., 8:00AM - 5:00PM) begins with the first stated hour (e.g., 8:00AM) and continues to, but does not include, the second stated hour (e.g., 5:00PM).

2.11.4 Use of Custom Network Services For Resale or Shared Use

When Custom Network Services are resold or shared, the customer may advise its user that a portion of the customer's service is provided by this Company. However, the customer shall not represent that this Company jointly participates in the provision of the customer's services.

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2.11 RATE DETERMINATION (Cont'd)

2.11.5 Volume Discounts

Volume Discounts may apply to intrastate usage revenue for the Custom Network Services listed below. These discounts are subject to the terms and conditions as outlined in the appropriate F.C.C. Tariffs.

AT&T CUSTOM NETWORK SERVICES

AT&T 800 READYLINE
AT&T MEGACOM WATS Service*
AT&T MEGACOM 800 Service
Software Defined Network Service
AT&T One Line WATS in Minnesota
Distributed Network Service (DNS)
AT&T CustomNet
AT&T OPTIMUM
AT&T 800 Gold Service
AT&T UNIPLAN
AT&T 800 Plan P
AT&T Commercial Long Distance Service
AT&T PRO WATS/Plan Q Service
AT&T Virtual Telecommunications Network Service
AT&T Clear Advantage Service
Switched Digital Service

(N)

* For customers who subscribe to the Multilocation Calling Plan (MLCP) found in AT&T's Tariff F.C.C. No. 1, additional discounts will apply to intrastate usage.

2.12 VIOLATION OF REGULATIONS

The Company may take immediate action to protect its services or interests when certain regulations contained in this tariff are violated. The specific regulations involved and the action(s) which will be taken by this Company are as specified following.

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GENERAL REGULATIONS

2.12 VIOLATION OF REGULATIONS (Cont'd)

2.11.1 Interference, Impairment or Improper Use

The Company may temporarily restrict service immediately when the customer violation.

- Circumvents the Company's ability to charge for its services as specified in Fraudulent Use preceding.
- Results in an immediate harm to the Custom Network Service network or other Company services as specified in Minimum Protection Criteria preceding.

In such cases, the Company will make a reasonable effort to give the customer prior notice before restricting service.

If a customer fails to comply, as specified in Use, Answer Supervision, Customer-Provided Communications System Failures and Minimum Protection Criteria preceding, the Company may on ten days written notice by certified U.S. Mail to the customer deny requests for additional service and/or restrict service to the noncomplying customer. If the Company does not deny or restrict the service involved on the date of the ten days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Company's right to deny or restrict the service without further notice.

When a violation results in a denial for additional service and/or restriction of service, the denial and/or restriction will be removed when the customer is in compliance with the regulation and so advises the Company.

2.12.2 Nonpayment of Charges

The Company may deny and/or restrict Custom Network Service for nonpayment of charges due as specified in Payment of Charges preceding. A written notice will be sent to the customer at least five days in advance of the restriction and/or denial of Custom Network Service. Upon payment of charges, the restriction and/or denial of Custom Network Service will be removed.

AT&T Communications
of the Midwest, Inc.

CUSTOM NETWORK
SERVICE TARIFF

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Issued: November 23, 1993

Effective: November 24, 1993

DEFINITIONS

Access Line - A transmission path that connects a customer's premises to an AT&T central office.

Access Line Grouping - An access line or group of access lines with the same identifying number. A group of access lines may be either standard or special access lines but must be all of one type.

Assembly - A configuration consisting of customer equipment and/or a customer-provided communications system or systems, which is connected to a Custom Network Service.

AT&T Central Office - The physical point of access for a service to the AT&T interoffice network. Criteria for establishing AT&T central offices and a list of AT&T central offices with services are provided in AT&T's Tariff F.C.C. No. 10.

Building - a structure consisting of an enclosed area surrounded by outside walls and under one continuous roof.

Call - a completed connection established between a calling station and one or more called stations.

Called Station - the station (e.g., telephone number) called or the terminating point of a call.

Calling Card - A Credit/Charge Card used to bill calls.

- AT&T CIID/891 Card - An AT&T Calling Card which contains a billing number issued to AT&T in the Card Issuer Identifier (CIID) or "891" international format.
- Calling Card other than the AT&T CIID/891 Card - All calling cards other than the AT&T CIID/891 Card. For example, this includes AT&T calling cards which are not in the CIID/891 format and Local Exchange Carrier calling cards and commercial credit/charge cards.

Calling Station - The station from which a call is originated.

Company - AT&T Communications of the Midwest, Inc. and the American Telephone and Telegraph Company Interstate Division (AT&T Communications).

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of the Midwest, Inc.

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Issued: November 23, 1993

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DEFINITIONS

Completed Connected - When answer supervision is returned.

Customer - The person or legal entity which orders service (either direct or through an agent).

Customer-Provided Communications System - Dedicated private line channels and equipment (e.g., microwave or cable system) furnished by the customer for communications between premises.

Grandfathered - A term which describes customer equipment that was directly connected as specified below and that is grandfathered under Part 68 of the F.C.C.'s Rules and Regulations because:

- A. The terminal equipment was directly connected to the telecommunications network or local exchange service prior to July 1, 1979.
- B. The multiline terminating system was directly connected to the telecommunications network or local exchange service prior to January 1, 1980.
- C. The protective circuitry was directly connected to the telecommunications network or local exchange service prior to the dates set forth in A. and B. preceding.

Home NPA - As used in connection with AT&T 800 READYLINE, the NPA from which a customer obtains AT&T 800 READYLINE Service.

Interface - The electrical and physical means by which a connection is made at the station.

Local Exchange Service Access - A transmission path that connects customer's premises to an AT&T switched service using Local Exchange Carrier switched access

Multiline Terminating System - Customer's or user's premises switching equipment and key telephone type systems which are capable of terminating more than one local exchange service line, WATS access line, circuit or customer-provided communications system.

Off-Network Call - A call between a station on a Custom Network Service and a station which is not associated with a Custom Network Service.

On-Network Call - A call between stations on a Custom Network Service.

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Issued: November 23, 1993

Effective: November 24, 1993

DEFINITIONS

Premises - A building or buildings on continuous property (except railroad rights-of-way, etc.) not separated by a public thoroughfare.

Protective Circuitry - Discrete electrical circuitry that is within the scope of the Registration Program and is designed to protect Custom Network Service from harm.

Rate Center - A specified geographical location used for determining mileage measurements.

Rate Center Area - The area which encompasses the territories identified by the central office codes that are assigned to a rate center.

Registered - A term which means compliance with and approval within the Registration Program.

Registration Program - Part 68 of the F.C.C.'s Rules and Regulations which permits customer equipment to be directly connected to Custom Network Service and certain circuits without the requirement for protective circuitry.

Special Access Line - A dedicated communication path that connects a customer's premises to an AT&T switched service using services obtained from AT&T's Tariff F.C.C. Nos. 9 and/or 11 or access obtained from others.

Station - Any location from which Custom Network Service calls can be placed and/or received.

Switching Equipment - Equipment which performs the function of establishing and releasing connections on a per call basis between stations, telecommunications services or communications systems.

Telecommunications Network - The MTS and WATS network provided by this Company.

Terminal Equipment - Any telecommunications equipment other than a multiline terminating system or communications system connected to a Custom Network Service at a customer's premises.

AT&T Communications
of the Midwest, Inc.

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SERVICE TARIFF

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State of South Dakota

Issued: April 8, 1998

Effective: April 9, 1998

AT&T CUSTOMNET SERVICE

23.1 DESCRIPTION

AT&T CustomNet Service is a custom network service that permits customer dialed outward and inward dialed calling from single or multiple locations of the customer in the state. Calls originated over special or cellular access will be treated as Service Type 1 locations for the application of tariff rates, charges and regulations. Two types of service locations can be specified for AT&T CustomNet Service. A Service Type 1 location and Service Type 2 location with a single billing telephone number. A combined Outward Calling and Inward Calling Discount Option, CustomNet Option S, Simply Better Pricing Option and AT&T CustomNet Service Flexible Pricing Plan are also available as specified below. The customer must subscribe to AT&T CustomNet Service for outward calling. Service is furnished to customers who simultaneously subscribe to interstate AT&T CustomNet Service, where facilities and billing capabilities permit. Intrastate service is an add-on to the interstate AT&T CustomNet Service. All terms, conditions, features, functions, discounts, installation and monthly charges, except intrastate usage, will apply as described in AT&T's Tariff F.C.C. Nos. 1 and 2. The AT&T CustomNet Service NPA discount will not apply to inward calling.

23.1.1 VOLUME DISCOUNT

The volume discount is applicable to the total net monthly charges for intrastate, interstate and international direct dialed calls billed to the customer's AT&T CustomNet Service Main Billed Account. Inward calling usage charges are included in the net monthly usage charges when applicable.

Refer to the RATE LIST.

23.2 COMBINED OUTWARD CALLING AND INWARD CALLING DISCOUNT OPTION

This optional plan provides discounts based on total AT&T CustomNet Service usage charges incurred for outward calling from a single location or multiple locations and inward calling to a single location or multiple locations billed to the customer's Main Billed Account.

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2nd Revised Page 2

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Issued: September 13, 1994

Effective: September 14, 1994

AT&T CUSTOMNET SERVICE

23.3 CUSTOMNET SERVICE - OPTION S

CustomNet Service - Option S is a custom switched telecommunications service which permits customer dialed outward and/or inward calling from single or multiple locations of the customer in the state to a station within the state.

23.4 RATES AND CHARGES

Refer to the RATE LIST.

23.4.1 Directory Assistance

See Directory Assistance, Section 5

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(T)

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Issued: April 8, 1998

Effective: April 9, 1998

AT&T CUSTOMNET SERVICE

23.5 AT&T CustomNet Service Flexible Pricing Plan

The AT&T CustomNet Service Flexible Pricing Plan permits Customers to select the Inward, Outward and AT&T 891/CID Calling Card usage rate schedules in lieu of the switched usage rate schedules. The intrastate AT&T CustomNet Service Flexible Pricing Plan is an add-on to the interstate AT&T CustomNet Service Flexible Pricing Plan and all discounts, terms and conditions, features, functions and monthly charges may be found in this Company's Tariff F.C.C. No. 1. The AT&T CustomNet Service Flexible Pricing Plan intrastate usage rate schedules provide postalized usage rates for all times of day, for all types of calling offered under the AT&T CustomNet Service Flexible Pricing Plan.

The following services or call types may appear on the AT&T CustomNet Service Flexible Pricing Plan bill, but will not receive AT&T CustomNet Service Flexible Pricing Plan rates.

- AT&T Teleconference Service
- AT&T Maritime Mobile Service
- Directory Assistance/Toll-Free Directory Assistance
- 900 Multiquest
- Operator Assisted Calls
- Calling Card World Connect

23.5.1 Price Schedules

AT&T CustomNet Service Flexible Pricing Plan calls are charged at a 30 second minimum per call. Time over the initial 30 seconds will be charged in 1 second increments.

Refer to the RATE LIST.

23.5.2 Discounts

There are no discounts associated with the AT&T CustomNet Service Flexible Pricing Plan.

Exhibit 6

DEC-24-88 11:48 From: AT&T LAW & GOVT AFFAIRS

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T-803 P 23/41 Job-808

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of the Midwest, Inc.

MESSAGE
TELECOMMUNICATIONS
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State of South Dakota

Issued: January 12, 1994

Effective: January 13, 1994

MESSAGE TELECOMMUNICATIONS SERVICE
REGULATIONS AND SCHEDULES OF CHARGES

APPLYING TO
INTRASTATE SERVICE
WITHIN THE
STATE OF SOUTH DAKOTA

Herein is contained the Message Telecommunications Service Tariff as
ordered by the South Dakota PUC in Docket TC92-026 dated November 2, 1992.

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of the Midwest, Inc.MESSAGE
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Issued: January 28, 1998

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Issued: June 30, 1997

Effective: July 1, 1997

EXPLANATION OF SYMBOLS

- (C) - to signify changed regulation
 - (D) - to signify discontinued rate or regulation
 - (I) - to signify increase
 - (N) - to signify new rate or regulation
 - (R) - to signify reduction
 - (T) - to signify a change in text but no change in rate or regulation
 - (M) - to signify a move of text or rates without change unless so indicated with an additional symbol
- (N)
|
(N)

References to Other Tariffs

Wherever reference is made to other tariffs of this Company or to tariffs of Other Participating Carriers, the reference is to the tariffs in force as of the effective date of this tariff and to amendments thereto and successive issues thereof.

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Section 1
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State of South Dakota

Issued: January 12, 1994

Effective: January 13, 1994

APPLICATION OF TARIFF

This Message Telecommunications Service Tariff applies to services furnished by AT&T Communications of the Midwest, Inc., hereinafter referred to as the Company, or furnished jointly by the Company and its connecting companies between points within the state of South Dakota.

AT&T Communications
of the Midwest, Inc.

MESSAGE
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State of South Dakota

Issued: January 12, 1994

Effective: January 13, 1994

REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

Message Telecommunications Service (MTS) is that of furnishing facilities between local service areas in accordance with the regulations and system of charges specified in this tariff.

The Company does not undertake to transmit messages but furnishes the use of its facilities to its customers for communications.

2.1.1 Priority of Services

Subject to compliance with Commission or Government rules or regulations, where a shortage of facilities exists at any time either for temporary or protracted periods, the establishment of MTS shall take precedence over all other intercity services.

2.1.2 Limitations on Duration of Connections

The Company reserves the right to limit the length of conversation when necessary in times of emergency resulting in a shortage of facilities.

2.1.3 Liability

A. In view of the fact that the customer has exclusive control of the communications over the facilities furnished by the Company and of the other uses for which facilities may be furnished by the Company, and because of unavoidable errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the terms, conditions and limitations specified following.

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REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.3 Liability (Cont'd)

- B. The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit by a customer or by any others for damages associated with any aspect of the provision of service (including the failure to reach a called station), the Company's liability, if any, shall not exceed an amount equal to the initial period charge applicable for such a message to the called station. This liability shall be in addition to any billing adjustments that may otherwise be appropriate.
- C. The customer indemnifies and saves the Company harmless against claims for libel, slander or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from, combining with or using in connection with facilities of the Company, apparatus and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.
- D. No carrier participating in this service shall be liable for any act or omission of any other carrier also participating in the service.
- E. The Company's failure to provide or maintain service under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, natural catastrophe and other circumstances beyond the Company's reasonable control.
- F. The Company shall not be liable for errors in transmitting, translating, receiving or delivering messages by telephone, Text Telephone (TT) or any other instrumentality over the facilities of the Company, connecting utilities or through a Telecommunications Relay Service (TRS) center.

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Issued: January 12, 1994

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REGULATIONS

2.2 USE

This service is provided for use by the customer and may be used by others when so authorized by the customer, providing that all such usage shall be subject to the provisions of this tariff.

2.2.1 Abuse and Fraudulent Use

The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes:

- The use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information without payment of the charge applicable for service.
- The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain MTS by rearranging, tampering with, or making connection with any facilities of the Company or by any trick, scheme, false representation or false credit device or by or through any other fraudulent means or device whatsoever with intent to avoid the payment in whole or in part of the regular charge for such service.
- The use of service or facilities of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably expected to frighten, abuse, torment or harass another.
- The use of profane or obscene language.
- The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.

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Issued: December 9, 1996

Effective: December 11, 1996

REGULATIONS

2.2 USE (Cont'd)

2.2.2 Unlawful Purposes

The service is furnished subject to the condition it will not be used for an unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such service is being used or will be used in violation of law. If the Company receives other evidence giving reasonable cause to believe that such service is being or will be so used, it will either discontinue or deny the service or refer the matter to the appropriate law enforcement agency.

2.3 OBLIGATION OF THE CUSTOMER

The calling party shall establish his/her identity in the course of any communication as often as may be necessary.

The calling party shall be solely responsible for establishing the identity of the person or persons with whom connection is made at the called station or stations.

2.3.1 PAYMENT OF BILLS

All charges for service and facilities exclusive of toll messages are payable in advance by check, money order, cash or electronically in lawful United States currency. Charges for toll messages are payable upon receipt of the bill.

The Customer is responsible for the payment of all charges for service, facilities and messages placed from or accepted at the Customer's station. Service may be terminated or suspended for non-payment.

Payment which is not honored by the payor bank or institution will be considered as nonpayment, and a return check charge of \$15.00 will apply. When a local exchange company provides the billing function on behalf of the Company, the local exchange company's return check charge applies.

2.4 ADJUSTMENTS FOR MUNICIPALITY PAYMENTS

When any municipality, other political subdivision or local agency of government collects from the Company a gross receipts tax, occupation tax, license tax, permit fee or franchise fee, such taxes and fees shall, insofar as practicable, be billed prorata to the exchange customers receiving service within the territorial limits of such municipality, other political subdivision or local agency of government.

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Issued: December 9, 1996

Effective: December 11, 1996

REGULATIONS

2.5 SERVICE THROUGH MISCELLANEOUS COMMON CARRIERS (As defined in Part 21 of the F.C.C. Rules)

Service is available to and from customers of a Miscellaneous Common Carrier with which arrangements have been made for the interchange of telephone traffic and is furnished through interconnecting equipment and local connection facilities provided by the Company.

The rate between the applicable wire telephone rate centers and the rate center of the Miscellaneous Common Carrier are the rates set forth in this tariff for two-point service. The rate center of the Miscellaneous Common Carrier is the wire telephone rate center of the Company serving exchange. An additional charge which the Miscellaneous Common Carrier bills to and collects from its customer is applicable to the remainder of the haul, as set forth in the Miscellaneous Common Carrier's tariff on file with the South Dakota Public Utilities Commission.

2.6 REFUSAL OF SERVICE

The Company reserves the right to refuse service to any applicant, or any applicant who wishes to establish service to a former Customer who has been found to be indebted to the Company for service previously furnished. The refusal of service will remain in effect until satisfactory arrangements have been made for payment of all such indebtedness. At any time the above conditions become apparent to the Company, it may, at its discretion, terminate or suspend service until the prior indebtedness has been satisfied. (T)

2.7 TERMINATION OF SERVICE

The Company or authorized agent will restrict access to the network when an account is delinquent and the Company's or the authorized agent's attempts to obtain payment have failed.

2.8 RESTORAL OF SERVICE

If service is suspended for nonpayment, service will be restored upon receipt of payment of all charges due, which will include the charge for service and facilities during the time of suspension, and may include a restoral charge. If the Customer has a history of payments returned for insufficient funds, the Company may require payment be made by cash, money order or certified check. If payment is made by personal check, service will be restored only after clearance of the check by the bank. (T)

Refer to RATE LIST.

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REGULATIONS

2.9 LATE PAYMENT CHARGE

A charge at the rate of 1.5% will apply to amounts of \$10.00 or more, including arrears and late payment charges, previously billed and unpaid on a customer's bill. This charge will apply only where billing capability exists. The first occurrence of a late payment charge will be waived. All subsequent occurrences of late payments will be charged accordingly. When billing is provided by a local exchange company on behalf of the Carrier, the local exchange company's tariff late payment charge applies to all past due amounts.

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CONNECTIONS

When the customer premises equipment is connected, it must comply with the F.C.C.'s Registration Program. If grandfathered customer premises equipment, test equipment or communications systems are connected, the Minimum Protection Criteria specified in this tariff must be met.

MTS is not represented as adapted for connection to other services or communications systems. MTS is designed, operated and maintained to provide satisfactory transmission only between a calling and called station(s) equipped with suitable customer premises equipment.

The Company is responsible for the quality of transmission for MTS from demarcation point to demarcation point. The Company is not responsible for the quality of transmission on the customer's side of the demarcation points at a premises.

3.1 RESPONSIBILITIES OF THE CUSTOMER

When customer premises equipment or a communications system is connected to MTS, the customer assumes responsibility for the connection as follows.

3.1.1 Interference and Hazard

The operating characteristics of customer premises equipment or communications systems connected to MTS must not interfere with or impair any of the services offered by this Company. In addition, they must not endanger the safety of Company employees or the public, damage or interfere with the proper functioning of Company equipment or otherwise injure the public in its use of MTS.

The Company will take immediate action to protect its services or interests if this regulation is violated.

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CONNECTIONS

3.1 RESPONSIBILITIES OF THE CUSTOMER (Cont'd)

3.1.2 Changes to MTS

The Company is not obligated to alter or modify MTS because of additions or changes to customer premises equipment or a communications system provided by the customer or others.

3.1.3 Testing and Maintenance

If a trouble report occurs on an assembly, the customer must determine whether the fault is in 1) the connected premises equipment or communications system or 2) MTS. The Company will test and maintain only the services it provides.

The testing of MTS will usually be made from a point-of-presence. A repair person will be dispatched to a customer's premises only when this Company deems it necessary to complete its tests or when a specific request for a dispatch is received. When a repair person is dispatched, a Maintenance of Service Charge will apply if testing discloses that the MTS is functioning correctly.

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CONNECTIONS

3.2 RESPONSIBILITIES OF THE COMPANY

In addition to furnishing and maintaining its service components for MTS, the Company will provide technical information pertaining to MTS interface parameters as an aid to the customer in selecting the appropriate interface.

3.2.1 Changes in Minimum Protection Criteria, Operations or Procedures

The Company is not responsible to any party if a change in its MTS components, Minimum Protection Criteria, operations or procedures, which are consistent with the Registration Program, 1) affects any facilities, customer premises equipment or communications systems provided by others in any way or 2) requires their modification in order to be used with MTS. However, if such changes can be reasonably expected to materially affect the operating or transmission characteristics of the MTS or render any customer premises equipment or communications system incompatible with MTS, the Company will make a reasonable effort to notify the customer in writing of the proposed change. A reasonable interval will be allowed before the change is implemented to enable the customer to maintain compatibility of its customer premises equipment or communications system with MTS.

3.3 CONNECTION TO SERVICE PROVIDED BY A LOCAL EXCHANGE CARRIER

MTS may be connected to services provided by a Local Exchange Carrier. The connections are subject to the regulations in this tariff and the appropriate tariff(s) of the Local Exchange Carrier.

3.4 CONNECTION OF A COMMUNICATIONS SYSTEM OR MTS EQUIVALENT SERVICE

When a communications system or MTS equivalent service is connected to the Company's MTS, the customer must make all arrangements concerning the connected systems or service with its provider. The connection does not constitute a joint undertaking between this Company and the provider of the system or service. The system or service must be operated and maintained so it will work satisfactorily with MTS. Connections to MTS will be made in accordance with the following.

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Issued: January 12, 1994

Effective: January 13, 1994

CONNECTIONS

3.4 CONNECTION OF A COMMUNICATIONS SYSTEM OR MTS EQUIVALENT SERVICE
(Cont'd)

3.4.1 Answer Supervision

When MTS is connected to a communications system which is also connected to switching or terminal equipment, such equipment shall provide the necessary answer supervision so that chargeable time begins upon delivery of the MTS call to the equipment and ends upon termination of the call by the calling party.

3.4.2 Minimum Protection Criteria

The connection at the MTS demarcation point must be made so that it continually complies with the Minimum Protection Criteria following.

3.4.3 Communications System Failures

When a communications system fails and the connection to MTS is not through switching equipment, the communications system must be arranged to promptly return the MTS to an idle (on-hook) state. In addition, the customer must promptly notify the Company when the communications system fails.

3.4.4 Use of Satellite Facilities

If a communications system uses satellite facilities (directly or indirectly) and is connected to MTS, there may be two or more satellite links involved in the combined connection. In such cases, the Company will not be responsible for any deterioration in the quality of the through transmission of signals on such a connection. The Company will continue to furnish MTS using the service components that it considers to be appropriate. Credit allowance for impaired transmission resulting from such connection will not be granted.

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CONNECTIONS

3.5 MINIMUM PROTECTION CRITERIA

Minimum Protection Criteria have been specified so that Company personnel, equipment and services will be protected from the harmful effects of signal power overload, hazardous voltages and longitudinal imbalance. Minimum Protection Criteria applies to the direct electrical, acoustic or inductive connections of customer premises equipment and communications systems to MTS.

3.5.1 All Connections

Customer premises equipment and communications systems, which are connected to MTS on a direct electrical basis or an acoustic or inductive basis, must comply with the following:

- A. To protect other Company services, it is necessary that the signal which is applied at the demarcation point meets the following limits:
1. Metallic Voltage
 - a. 4 kHz to 270 kHz
 - b. The root-mean-square (RMS) value of the metallic voltage components in the frequency range of 270 kHz to 6 MHz shall, averaged over 2 microseconds, not exceed -15 dBV. This limitation applies with a metallic termination having an impedance of 135 ohms.

Center Frequency (f) of 8 kHz Band	Max. Voltage in All 8 kHz Bands	Metallic Terminating Impedance
8 kHz to 12 kHz	$-(6.4 + 12.6 \log f)$ dBV*	300 ohms
12 kHz to 90 kHz	$(23 + 40 \log f)$ dBV	135 ohms
90 kHz to 266 kHz	- 55 dBV	135 ohms

*dBV - 20 log₁₀ voltage in volts

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CONNECTIONS

3.5 MINIMUM PROTECTION CRITERIA (Cont'd)

3.5.1 All Connections (Cont'd)

A. (Cont'd)

2. Longitudinal Voltage

a. 4 kHz to 270 kHz

- b. The root-mean-square (RMS) value of the longitudinal voltage components in the frequency range of 270 kHz to 6 MHz shall, averaged over 2 microseconds, not exceed -30 dBV. This limitation applies with a longitudinal termination having an impedance of 90 ohms.

Center Frequency (f) of 8 kHz Band	Max. Voltage in All 8 kHz Bands	Metallic Terminating Impedance
8 kHz to 12 kHz	- (18.4 + 20 log f) dBV*	500 ohms
12 kHz to 42 kHz	(3 - 40 log f) dBV	90 ohms
42 kHz to 266 kHz	- 62 dBV	90 ohms

*dBV = 20 log₁₀ voltage in volts

8. To prevent the interruption or disconnection of an MTS call, it is necessary that the signal applied at the demarcation point be limited. Specifically, the signal at the demarcation point shall at no time have energy concentrated solely in the 2450 to 2750 Hz band. If there is signal power at the demarcation point in the 2450 to 2750 Hz band, it must not exceed the power present at the same time in the 800 to 2450 Hz band.

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CONNECTIONS

3.5 MINIMUM PROTECTION CRITERIA (Cont'd)

3.5.2 For Direct Electrical Connections

In addition to the regulations preceding, customer premises equipment and communications systems which are connected to MTS on a direct electrical basis must comply with the following.

To prevent excessive noise and crosstalk, it is necessary that the power of the signal presented at the point-of-presence not exceed 12dB below one milliwatt when measured over any three second interval. To insure that this limit is not exceeded, the power of the signal which may be applied by the premises equipment or communications systems to the demarcation point will be specified for each customer location. In no case shall the power exceed one milliwatt.

3.5.3 Acoustic or Inductive Connections

In addition to the regulations preceding, customer premises equipment and communications systems which are connected to MTS on an acoustic or inductive basis must comply with the following.

To prevent excessive noise and crosstalk, it is necessary that the power of the signal which is applied by the equipment to the demarcation point located on the customer's premises be limited so that the signal power does not exceed 9dB below one milliwatt when averaged over any three second interval. However, to permit each customer, independent of distance from the point-of-presence, to supply signal power which at the point-of-presence approximates 12dB below one milliwatt when averaged over any three second interval, the Company at the customer's request will specify for each customer location the signal power at the demarcation point, which shall in no case exceed one milliwatt.

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CONNECTIONS

3.6 RECORDING OF TWO-WAY TELEPHONE CONVERSATIONS

The F.C.C. has adopted regulations which apply to the recording of two-way telephone conversations on MTS. MTS is not represented as adapted to the recording of such conversations. However, customer-provided voice recording equipment may be connected to MTS. Its connection is subject to the Registration Program and to the following.

3.6.1 Recording Requirements

The voice recording equipment must be arranged so that it can be connected or disconnected (or switched on or off) at the will of the customer. In addition, one of the following conditions must apply:

- A. All parties to the telephone conversation must give their prior consent to the recording of the conversation, and the prior consent must be obtained in writing or be part of and obtained at the start of the recording.
- B. All parties to the telephone conversation must be verbally notified at the beginning of the conversation and the notification must be recorded as part of the call by the recording party.
- C. A distinctive recorder tone, repeated at intervals of approximately fifteen seconds, is required to alert all parties when recording equipment is in use. The distinctive recording tone can be provided as part of 1) the recording equipment or 2) registered or grandfathered protective circuitry.

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3.6 RECORDING OF TWO-WAY TELEPHONE CONVERSATIONS (Cont'd)

3.6.2 Exceptions to the Requirement for the Recorder Tone

The distinctive recorder tone is not required:

- A. When used by an F.C.C. licensed broadcast station customer for the recording of two-way telephone conversations solely for broadcast over the air.
- B. When used by the United States Secret Service of the Department of Treasury for recording two-way telephone conversations which concern the safety and security of the person of the Presidency of the United States, members of his immediate family or the White House and its grounds.
- C. When used by a broadcast network or by a cooperative programming effort, composed exclusively of F.C.C. broadcast licensees, to record two-way telephone conversations solely for broadcast over the air by a licensed broadcast station.
- D. When used for recording at United States Department of Defense Command Centers of emergency communications transmitted over the Department of Defense's private line system when connected to MTS.
- E. When used by the United States Nuclear Regulatory Commission of the Department of Energy with respect to the telephone systems located at its Operations Center for the recording of two-way telephone conversations.

3.6.3 Acoustic or Inductive Connections

Customer-provided voice recording equipment may not be connected to MTS for the recording of two-way telephone conversations by means of an acoustic or inductive connection unless its use qualifies under the regulations preceding.

C O V E R

S H E E T

FAX

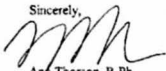
To: Bill Bullard
Fax #: 605 773 3809
Subject: Complaint of Lake Area Hospital against AT&T, TC98-200
Date: May 17, 1999
Pages: 1, including this cover sheet.

Dear Mr. Bullard,

We hereby request the withdrawal of our complaint against AT&T, TC98-200.

Thank you for your time investigating this matter.

Sincerely,



Ann Thorson, R.Ph.
Director Materials Mgmt.
Lake Area Hospital
Webster, SD 57274

From the desk of...

Ann Stadick Thorson, R.Ph.
Director of Pharmacy, Lake Area Hospital
E-mail: lehna@lathd.com
North 1st Street
Webster, SD 57274

(605) 345-3336
Fax: (605) 345-3330

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE COMPLAINT FILED)	ORDER DISMISSING
BY DON FINN ON BEHALF OF LAKE AREA)	COMPLAINT AND CLOSING
HOSPITAL, WEBSTER, SOUTH DAKOTA,)	DOCKET
AGAINST AT&T COMMUNICATIONS OF THE)	
MIDWEST, INC. REGARDING OVERCHARGES)	TC98-200

On November 4, 1998, the Public Utilities Commission (Commission) received a complaint by Don Finn on behalf of Lake Area Hospital (Complainant), Webster, South Dakota, against AT&T Communications of the Midwest, Inc. regarding overcharges. The complainant outlines a chronological history of the concerns with AT&T over the past 18 months. "We believe we were overbilled because of a 'technical' glitch and no one from AT&T would take the time to resolve the situation. Instead of assistance, we experienced lots of finger pointing and were being overcharged in the meantime. We have exhausted all of our options trying to find some sort of resolution." The complainant seeks reimbursement for the amount overcharged and compensation for the time and labor involved.

Pursuant to ARSD 20.10.01.08.01 and 20.10.01.09, if a complaint cannot be settled without formal action, the Commission shall determine if the complaint shows probable cause of an unlawful or unreasonable act, rate, practice or omission to go forward with the complaint.

On November 25, 1998, at a duly noticed meeting, the Complainant explained its complaint to the Commission. AT&T explained its actions in this matter to the Commission. The Commission voted unanimously to find probable cause. At its regularly scheduled meeting of June 8, 1999, the Commission took notice of a letter filed by the Complainant requesting that the complaint be withdrawn. Commission Staff recommended that the complaint be dismissed and the docket closed.

The Commission finds that it has jurisdiction over this matter pursuant to SDCL 49-13-1, 49-13-4, 49-13-13, 49-13-14, 49-31-3, 49-31-7, 49-31-7.1, 49-31-11, 49-31-60 through 49-31-68, inclusive, and ARSD 20.10.01.08.01 and 20.10.01.09. The Commission voted unanimously to dismiss the complaint and close the docket. It is therefore

ORDERED, that this complaint be dismissed and the docket be closed.

Dated at Pierre, South Dakota, this 22nd day of June, 1999.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By Shelley K. Kline

Date 6/23/99

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner