

HEALTH GROUP TELECOMMUNICATIONS, INC.
1936 West 8th Street
Erie, PA 16505

TARIFF NUMBER THREE

THIS TARIFF CONTAINS THE REGULATIONS AND SCHEDULE OF CHARGES
APPLICABLE TO THE FURNISHING OF

SWITCHED ACCESS TARIFF

BY HEALTH GROUP COMMUNICATIONS, INC. WITHIN THE COMMONWEALTH OF PENNSYLVANIA.

Filed by:
Jay Long
Health Group Telecommunications, Inc.
1936 West 8th Street
Erie, PA 16505
(814) 871-4481

Check Sheet

The Title Page and Pages 1 through 29 inclusive are effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date thereof.

<u>Pages</u>	<u>Number of Revisions</u>
1 through 29	NONE

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APPLICATION OF TARIFF

This tariff contains the regulations applicable to telecommunications **Switched Access Service** provided by Health Group Telecommunications, Inc. to Customers within the Commonwealth of Pennsylvania.

CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS AND
BILLING AGENTS

1. Concurring Carriers - not applicable
2. Connecting Carriers - Any type of call or service provided to a Customer under this tariff may be connected or combined with an offering of any other underlying carrier ("Connecting Carrier") that is properly certified by the Pennsylvania Public Utility Commission in which case the Connecting Carrier's rates, rules, regulations, and tariffs apply to their portion of the service.
3. Other Participating Carriers - not applicable
4. Billing Agents - Any type of call or service provided to a Customer under this tariff shall be billed directly to the Customer by the Company. No other billing agents are utilized. If service is connected or combined with a Connecting Carrier, Company will invoice Customer for both Company's charges and Connecting Carrier's charges (if any).

EXPLANATION OF SYMBOLS
AND ABBREVIATIONS

A. SYMBOLS

- (C)----(C) Indicates in the margins of this tariff,
the sentences changed by this revision
- (D)----(D) Indicates in the margins of this tariff,
rate decreases
- (I)----(I) Indicates in the margins of this tariff,
rate increases

B. ABBREVIATIONS

SWC - Service Wire Center. As used in this tariff, SWC denotes the ILEC's serving wire center which serves Company's switch.

ILEC - Incumbent Local Exchange Carrier

SMS - 800/SMS Service Management Computer System

Local Calls - Intrastate, intralata, direct dialed, station to station, sent paid calls between callers within the same local calling area-as defined by the originating carrier's local exchange tariff.

SECTION 1 - DEFINITION OF TERMS

Entity - partnership, corporation, association or any other legal organization.

Mail - United States Postal Service or any other courier or carrier that regularly engages in the delivery of packages.

Company - Health Group Telecommunications, Inc. with address at 1936 West 8th Street, Erie, PA, 16505.

Customer- an individual or an Entity or any combination of individual(s) and Entity(ies).

SECTION 2 - RULES AND REGULATIONS

A. Description of Services.

(a) Access Service Offerings: The Company may offer all (at Company's discretion) types of telecommunications exchange access services that properly certified carriers offer to the general public. Services are generally available on a full time basis, 24 hours a day, seven days a week.

1. Entrance Service

The Company offers a digital transport service in the form of a DS1 from the SWC to Company's switch. Customers interested in the Company's Entrance Service shall file an access service request with the Company which fully identifies the Customer and identifies the service requested. Such request must be provided to the Company in writing.

2. Terminating Service

The Company offers a Terminating Service billed according to monthly minutes of usage where a Customer may deliver calls for termination to Company's end users or other Company customers. Customers interested in the Company's Terminating Service may order Entrance Service directly to Company or may deliver calls to Company through the ILEC's tandem switches. Customers who elect to deliver Terminating Service calls to Company's switches through an ILEC's tandem switch will find Company's switch homing arrangements published in the local exchange routing guide and/or other industry documents. A Customer's delivering of calls destined for Company to an ILEC's tandem switch constitutes a Customer request for Terminating Service under this tariff and no other application needs provided to Company.

3. Originating Toll Free Service

The Company offers Originating Toll Free Service billed in monthly minutes of usage where Customer may make available any or all of it's toll free numbers or it's customer's toll free numbers for dialing by Company's end user customers.

Company's end user customers may dial a toll free number destined for Customer's network and Company will deliver call to Customer's network through the ILEC's tandem. Customers interested in the Company's Originating Toll Free Service must ensure that Customer's toll free number(s) have working records in SMS which permit Company's end user customers to dial Customer's toll free number(s) from Company's end user's telephone numbers. Customers who elect to receive Originating Toll Free Service calls through the ILEC's tandem(s) need to arrange for connectivity to the ILEC's tandem(s) and will find Company's switch homing arrangements published in the local exchange routing guide or other industry document(s.) A Customer's creating or allowing an active record in SMS which permits origination from Company's end user customers constitutes a Customer request for Toll Free Originating Service under this tariff and no other application needs to be provided to Company. Customers who wish to prevent charges for this type of service must deactivate the toll free number in SMS or create and activate an SMS record which blocks origination of Customer's toll free numbers from Company's end user customers.

4. Originating Toll Service

The Company offers Originating Toll Service under this tariff in the form of inter-lata service and intra-lata service billed in monthly minutes of usage where Customer may make available the direct dialing of toll calls by Company's end user customers over Customer's network. Company's end user customers may be pre-subscribed to Customer for direct dialing of inter-lata toll calls and/or intra-lata toll calls. In addition, Customer may open it's four digit carrier identification code on Company's switches to permit Company's end user's casual dialing of toll calls over Customer's network. In either case, Company will deliver these calls to Customer's network through the ILEC's tandem. Customers who elect to receive Originating Toll Service calls need to arrange for connectivity to ILEC's tandem(s) and will find Company's switch homing arrangements published in the local exchange routing guide or other industry document(s). Customers interested in Company's originating toll service shall file written access service requests with the Company; one for each of Company's applicable switches and one for each type of service (interlata and/or intralata) identifying the Customer and the service requested.

5. PIC Change Service

The Company maintains a pre-designated carrier selection parameter for each of its end user customers to identify their pre-designated carrier for interlata toll service and intralata toll service. The Company offers a PIC Change Service to properly certified facility based carrier Customers who subscribe to Originating Toll Service for the purpose of Customer requesting a change of a Company's end user's pre-designated carrier selection(s). Customer and Company are to abide by all applicable state and federal laws when submitting and processing PIC Change Requests for Company's end users.

6. Billing Name and Address Service

The Company offers a Billing Name and Address Service to properly certified facility based carriers who purchase any of the other services in this tariff. Company's end user's records containing both the billing name and billing address will be provided to Customer upon written request. Written requests for Billing Name and Address may be submitted to the Company via telecopy or Mail and must contain the 10 digit end user's telephone number and the reason for the request. Company does not guarantee the accuracy of any information furnished to the Customer. Customer should take steps to verify the accuracy of such information directly with the end user. Company reserves the right to refuse any request for Billing Name and Address for any reason whatsoever. Customer shall treat the Billing Name and Address information received from Company as confidential and proprietary and treat the same with no less care than it would treat it's own trade secrets. None of the information provided to Customer under this section may be used for marketing purposes.

(b) No Warranty: Company does not warrant these products or service offerings as merchantable or fit for any particular purpose and such is expressly disclaimed. Company shall not be responsible for any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to loss of use, loss of profits, or damage(s) to business or business relations or other commercial losses whatsoever of any kind regardless of notice to Company or the possibility or certainty of such damage(s) or loss(es).

B. Service Availability.

(a) The Company offers service to all those who desire to purchase service from the Company consistent with the provisions of this tariff.

(b) Service is offered subject to the Company's ability to technically provide the service requested and subject to the availability of the necessary facilities, equipment, and personnel.

C. Nonrecurring Charges.

(a) All nonrecurring charges incurred in any one month are due and payable by the last day of the next calendar month. (Example: January's bill will be mailed to Customer in February and must be paid by the end of February, etc.) In the event the Company is delayed in mailing an invoice to Customer, the Company will extend the due date for that invoice a minimum amount of time such that in no circumstance will a Customer be expected to pay any invoice sooner than fifteen days from the date the invoice was deposited in the Mail to Customer.

(b) Customer will be billed and is responsible for payment of applicable local, state and federal taxes as well as surcharges assessed in conjunction with the services used.

(c) The Company reserves the right to examine the credit record of Customer and require a service deposit when Company in its sole discretion determines security necessary to assure future payment. Security deposits required will be equal to not more than two months estimated usage as computed by the Company and will in all respects be consistent with Commission regulations at 52 Pa. Code SS64.31 - 64.41.

(d) Customers shall be liable to the Company for all costs of suit & collection including applicable attorney fees and reasonable damages for executive time not less than two hundred dollars (\$200.) for each hearing that Company must attend in the pursuit of Company's collection efforts against Customer for delinquent amounts under this tariff.

D. Recurring Charges

The Company may charge Customer certain recurring charges for telecommunications services as outlined in this tariff and the rules of Section C. apply to recurring charges except that recurring charges are invoiced one month in advance. Example: February's monthly recurring charges are billed in January and are due by the end of January, etc.

E. Billing Disputes

(a) Billing disputes shall be processed by the Company or its billing agent(s) consistent with Commission regulations at 52 Pa. Code Chapter 64.

(b) Customers unsatisfied with the Company's handling of a dispute may contact the Commission's Bureau of Consumer Services by mail at P.O. Box 3265, Harrisburg, PA 17105-2365, by telephone at 1-800-782-1110, or by fax at (717) 783-5659.

(c) Any and all disputes must be sent in writing to Company's office where the payment is due and must be received on or before the date the payment is due. Customer's failure to dispute service in writing within (60) sixty days after the due date constitutes a Customer waiver of any right to dispute the validity and/or accuracy of the Company invoiced charges.

F. Cancellation or Termination of Service

(a) Cancellation of Entrance Service: Customer may cancel Entrance Service and any affiliated service provided over the same Entrance Service being cancelled upon thirty (30) days written notice to Company by submitting to Company an appropriate access service request.

(b) Cancellation of Originating Toll Service: Customer may cancel Originating Toll Service upon (30) days written notice to Company by submitting an appropriate access service request.

(c) Cancellation of other Originating & Terminating Services provided through the ILEC's tandem: Customer may prevent chargeable traffic's origination from or terminating to Company's networks by making the appropriate changes in SMS and Customer's own internal routing databases such as to prevent, block, or reroute calls. It is the Customer's responsibility to affect the necessary changes to accomplish this blocking or rerouting of service. No notice to Company is required and even if a notice is sent to Company, Company is not responsible for taking any blocking actions to prevent Customer's traffic for this type of service. Customer shall remain liable for all legitimate charges arising out of Customer's use or Customer's end user's use of Company networks for originating and terminating service under this tariff even if Customer notifies Company to the contrary.

(d) The Company may terminate service to a Customer or Customer's customer(s) for nonpayment of undisputed charges upon 10 days written notice to the Customer without incurring any liability for damages due to loss of service to the Customer or Customer's customers.

(e) The Company may terminate service to a Customer or Customer's customer(s) immediately and without advance notice to Customer for any violation of this tariff or provision of law or Customer's failure to pay a deposit when requested without incurring any liability for damages due to loss of service to the Customer or Customer's end users.

(f) In the event the Company terminates service due to nonpayment as discussed in section E. (b) above or in the event Customer cancels service prior to the successful completion of a term commitment, the Company may, at its option, retroactively disallow any term discounts and rebill Customer for services furnished at Company's regular rates for services.

G. Liability and Interconnections

(a) The Company is not liable for any act or omission of any other entity furnishing a portion of the service or any acts or omissions of the Customer.

(b) Service furnished by the Company may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Company and is not a joint undertaking with other parties.

(c) Company is not liable for indirect, consequential, incidental, punitive or exemplary damages including without limitation, lost profits or revenues, credits for service outages or lost traffic and subscriber credits.

(d) Customer is solely responsible for all claims of end users relating to any service in this tariff.

H. Rates

(a) All types of telecommunications access service charges subject to regulation by the Pennsylvania Public Utility Commission will be billed to Customer at a rate equal to that shown in this tariff unless Customer Rates pricing Section H. (c) applies.

(b) In the event Company terminates service to Customer under section F. (b) and F. (c) of this tariff as a result of:

1. An undisputed amount becoming more than ten days past due, and
2. After proper notice of Company's canceling service, then

Company may elect to void any discounts for prompt payment or account in good standing and bill the Customer at the full tariff rate in effect for those services rendered and billed, that remain delinquent and unpaid.

(c) Notwithstanding any other provisions of this tariff, with respect to any Customer that, on it's own or through an affiliate, provides services comparable to the services provided under this tariff to the Company within Pennsylvania, during any billing period, in the event that any of the applicable rates and charges set forth in this tariff are lower than the comparable rates and charges in effect as of the last day prior to such billing period ("Customer Prices") offered or charged by the Customer or affiliate to the Company anywhere in Pennsylvania for services comparable to the services provided under this tariff, then, for such Customer, such rates and charges in this tariff may be increased by the Company to an amount equal to such Customer Prices.

(d) One Time Charges per occurrence:

1. Installation Charge

Initial, one-time charge applicable to each Entrance Service ordered.

Entrance Service from SWC to Company
switch with no term commitment

First DS1 Facility	\$930.
Ea. Addn'l DS1 on same order	\$300.

Entrance Service from SWC to Company
switch with two year term commitment

First DS1 Facility	\$440.
Ea. Addn'l DS1 on same order	\$300.

2. Port Connection Charge

Initial, one-time charge applicable to each DS0 activated on a DS1 Entrance Service ordered.

Per each voice channel port \$ 50.

3. Service Order Charge

Initial, one-time charge applicable to each access service request processed by the Company.

Per Each Service Order \$110.

4. Pre-Designated Carrier (PIC) Change Charges

One-time charges applies for each Customer requested PIC change performed on a Company's end user customer line.

Per telephone number for intra-lata \$ 5.
Per telephone number for inter-lata \$ 5.

One-time charges apply for each Company initiated reversal of Customer originated PIC change request when Company, using it's sole discretion, determines that the Customer requested PIC change request was fraudulent, invalid, or presented illegally. Company's determination on the reversal and applicability of this charge is final.

Per telephone number changed back to
it's previous carrier for inter-lata
\$20.

Per telephone number changed back to
it's previous carrier for intra-lata
\$20.

5. Billing Name and Address Request Charges

One-time charges apply for each Customer requested billing name and address information on one of Company's end user customers.

Per request \$ 5.

(e) Monthly Recurring Charges:

1. Monthly Entrance Service Charge

Entrance Service from SWC to POP
with no term commitment per DS1 \$210./month/DS1

Entrance Service from SWC to POP
with two year term commitment per DS1 \$210./month/DS1

2. Port Fee

Voice grade switching port per each activated
DS0 channel on each DS1 Entrance Service \$13./month/port

Carrier Identification Parameter selected for
a port \$0.46/month/port

3. PICC Pre-Designated Interexchange Carrier Charge

Applies to each telephone line number pre-subscribed
to Customer's network.

(i) Residential Lines

Primary Residential Line \$1.04/month/line
Addnl Residential Lines at same location \$2.53/month/line

(ii) Business Lines

For Businesses with only one line \$2.53/month/line
For Businesses with more than one line \$4.28/month/line

(iii) Centrex Lines

All types of Centrex lines \$2.14/month/line

4. Carrier Charge

Applies per access line or trunk; assessed to all toll providers at the rate of \$0.88 per line or trunk. The switched access portion of this charge is \$0.60 and is apportioned by the access customer's market share of the total access switched MOU for the month for all carriers originating or terminating on Company's network.

(f) Minutes of Use:

The following charges apply for each minute of use and are applicable to all Customer's calls which originate from or terminate to Company's switch(es) except Local Calls. Rates for the exchange of Local Calls are excluded and are to be governed by a separate interconnect agreement between Company and Customer.

Local Transport Facility	.000045/minute
Local Transport Termination	.000195/minute

End Office Switching Charge.

Originating	.018217/minute
Terminating	.018217/minute

Carrier Common Line

Originating	.0053690/minute
Terminating	.0053690/minute

Tandem Switching	.000983/minute
Tandem Transport	.000195/minute
Tandem Transport per mile	.000045

Carrier Common Trunk	.001104/minute
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Does not apply to Customers with Entrance Facilities and Ports.

Directory Information Surchg	.000421/minute
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(g) Query Charge

The following charges apply per query for Toll Free Origination calls which originate from Company's network destined for Customer's end user where a query must be launched in order to determine the appropriate carrier.

Database Query Charge	.003089/query
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I. SEVERABILITY

If any portion of this tariff is held invalid, such invalidity shall not affect the validity of the remaining portions of this tariff and Company and Customer will substitute for the invalid provision a valid provision that most closely approximates the same economic effect. If any rate or charge in this tariff is held as invalid by a court or regulatory body as a result of such a rate or charge being in excess of that permitted by law, then such rate or charge is reduced to the highest amount determined as valid and does not affect the validity of the remaining portions.

J. TESTING

The services under this tariff form an integral part of brand new service offerings for the Company. The Company acknowledges that as an important component of new service offerings, these access services described herein should be subject to rigorous and extensive testing before being ushered to the public through marketing campaigns. To inspire Customer to test certain services with Company, the Company may in its sole discretion, on a case by case basis, waive or suspend any of the fees contained in this tariff for instances of live testing with Customer. In such instances where Company desires live testing with Customer and Company is willing to waive or temporarily suspend any of the rates herein, Company will notify Customer in writing in advance of such a waiver or suspension of rates for testing and such a waiver or suspension of rates will operate and apply only to those rates and services specifically outlined in a written notice from Company and shall apply for only such a specific time as outlined in a written notice from Company. In no case shall a Company waiver or suspension of fees for testing extend beyond (90) ninety days. Should Customer's testing and use of live service cause a legitimate normal-business use of Company's network by Customer or Customer's end users at any time prior to the effective date of this tariff to which no waiver or suspension of fees was extended by Company,

Company will retroactively invoice Customer and Customer will be responsible for all legitimate usage of Company's access services as described herein.