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15-0456-TP-CSS

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March 2, 2015

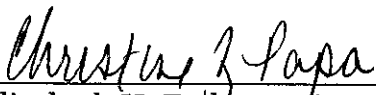
Public Utilities Commission of Ohio
Docketing Division
180 E. Broad Street
Columbus, OH 43215-3793

RE: *NEOMED v. AT&T*
Our File No. 399-12

Dear Sir or Madam:

Enclosed for filing you will find an original and eleven copies of a formal Complaint filed on behalf of Northeast Ohio Medical Management Systems, Ltd. Please date stamp one of the copies and return it to me in the self-addressed stamped envelope provided. Thank you for your time and consideration.

Very truly yours,


Elizabeth H. Farbman, Esquire
Christine Z. Papa, Esquire

CZP/
Enclosure

cc: AT&T General Counsel (w/encl.)

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accurate and complete reproduction of a case file
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Public Utilities Commission

15-0456-TP-CSS

Case Number

Public Utilities Commission of Ohio

Attn: Docketing

180 E. Broad St.

Columbus, OH 43215

Formal Complaint Form

Northeast Ohio Medical
Customer Name (Please Print) Management
Systems, Ltd.

Against

5500 Market St., Suite 76

Customer Address

Youngstown OH 44512

City

State Zip

330 R11-3084 2818

Account Number

Customer Service Address (if different from above)

AT&T
Utility Company Name

City

State Zip

Please describe your complaint. (Attach additional sheets if necessary)

RECEIVED-DOCKETING DIV
2015 MAR -3 AM 11:39
PUCO

Christine Z Papa

Signature

Customer Telephone Number

1. Northeast Ohio Medical Management Systems, Ltd. (hereinafter NEOMED) is an Ohio Partnership, which provides medical billing and claims management services.
2. AT&T is a public utility (as defined by ORC 4905.02) doing business in the state of Ohio.
3. Pursuant to ORC 4905.73, the Ohio Public Utilities Commission has jurisdiction to hear complaints filed by a consumer against a utility for violations of ORC 4905.26(B).
4. NEOMED entered into a service contract with AT&T on November 4, 2008 for the provision of a PRI Unlimited Plan Local Calling Plus (Exhibit 1). The contract term was thirty-six (36) months. The average monthly charge for this service was \$670.00.
5. The service contract between NEOMED and AT&T expired in November, 2011. Despite being out of contract, AT&T continued to charge NEOMED at the monthly contract rate of approximately \$670 per month. NEOMED continued to pay the monthly bill at this rate.
6. On January 29, 2013, AT&T sent NEOMED a letter indicating that the contract was set to expire in April, 2013 (Exhibit 2). According to the letter from AT&T, NEOMED was informed that it needed to enter into a new service contract to take advantage of lower rates. The letter further indicated that, if NEOMED did not execute a new service contract, NEOMED would be re-subscribed to its existing plan for an additional thirty-six (36) month period.
7. NEOMED did not respond to this letter.
8. Although the letter from AT&T stated that the contract would expire in April, 2013, the contract actually expired in November, 2011. AT&T began charging NEOMED at an out of contract monthly rate as of January 17, 2013 (Exhibit 3). The out of contract rate was approximately \$4,000 per month. This rate increase created a sense of urgency at NEOMED with regard to entering into a new service contract.
9. Upon receipt of Exhibit 3, NEOMED representative Joseph Levy contacted AT&T. He spoke to Laurie Laundhardt, Midwest Account Manager for AT&T. Laurie Laundhardt informed Mr. Levy that AT&T had better plans available for NEOMED.
10. Per the advice and heavy handed sales tactics of sales representative, Laurie Laundhardt, NEOMED entered into a service contract for Fiber Broadband Service in March, 2013. (Exhibit 4).

11. Unfortunately, there was no Fiber Broadband Service available at NEOMED's location unless NEOMED undertook approximately \$17,000 in improvements to install fiber broadband infrastructure. AT&T's sales representative either knew or should have known of this fact and advised that performance of the service contract for Fiber Broadband Service would be impossible.
12. Because NEOMED did not install AT&T's fiber broadband infrastructure and the utilization of Fiber Broadband Service was impossible, AT&T continued to charge NEOMED at the monthly out of contract rate for the PRI Unlimited Plan. The \$4,000 per month charge ultimately resulted in a bill of approximately \$32,404.45.
13. NEOMED was unaware of the need for fiber conduit installation prior to entering into the Fiber Broadband Service contract.
14. AT&T provided NEOMED with a service contract, which was void based on impossibility. AT&T offered services, which could not be provided to NEOMED. NEOMED was unaware of the need to install fiber conduit, a huge financial undertaking. Additionally, NEOMED rents its business location and has no authority to disturb the grounds surrounding the location, which is necessary to install fiber conduit.
15. Because NEOMED could not utilize the services set forth in the Fiber Broadband Service Contract, AT&T continued to bill NEOMED at an out of contract rate, which is over \$4,000.00 per month. AT&T continued to provide the same service NEOMED previously received at the rate of approximately \$670.00 per month.
16. In June, 2013, NEOMED submitted a billing dispute to AT&T. AT&T did not respond until November, 2013. However, AT&T continued to bill NEOMED at an out of contract rate. (Exhibit 5).
17. By February, 2014, AT&T was seeking \$32,404.45 from NEOMED for services provided between February 16, 2013 and February 4, 2014 (Exhibit 6).
18. NEOMED continued to pay AT&T approximately \$670.00 per month for the services provided, based upon the course of conduct between the parties and the November 4, 2008 agreement.
19. AT&T repeatedly informed NEOMED that, if it did nothing, the original service agreement would renew. The original service agreement expired in November, 2011. The agreement should have renewed for an additional thirty-six (36) month term at the rate of approximately \$670.00. However, AT&T did not automatically renew the contract per its representations.
20. Instead, AT&T provided NEOMED with a new service agreement, which could not be performed due to lack of fiber conduit. NEOMED agreed to pay \$1087.50 per month for these services. However, AT&T did not bill NEOMED at this rate

because NEOMED, through no fault of its own, could not utilize fiber broadband services.

21. Instead of billing NEOMED monthly charges as set forth in the original service agreement (NEOMED continued to receive service as set forth in the original agreement) or billing NEOMED at the increased contracted rate, AT&T billed NEOMED a third rate, which was never agreed upon, of over \$4,000 per month without any authority to do so.
22. This billing is unfair and unconscionable.

Based on the foregoing, NEOMED respectfully requests that the Public Utilities Commission order AT&T to absolve NEOMED of the additional charges assessed in the amount of approximately \$32,404.45. Additionally, NEOMED requests an award of attorney's fees, costs, and any additional damages that the commission finds just and reasonable.

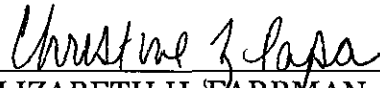
Respectfully submitted,


ELIZABETH H. FARBMAN #0081993
CHRISTINE Z. PAPA #0091485
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Email: efarbman@rothblair.com
cpapa@rothblair.com
Attorneys for NEOMED

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing has been sent via United States First Class Mail, Postage Prepaid, this 2nd day of March, 2015, to the following:

AT&T General Counsel
AT&T Mobility, LLC
1025 Lenox Park Blvd.
Atlanta, GA 30319



ELIZABETH H. PARBMAN #0081993
CHRISTINE Z. PAPA #0091485
Attorney for NEOMED

EXHIBIT 1

AT&T ILEC ISDN Prime (PRI) with DS1 Service

Service Agreement

November 4, 2008

Document #20081031-0204

Contract has expired and service is currently billing month-to-month rates.

Billing on AT&T Account Number 330 R11 3084 281

This service to be replaced by Fiber Broadband

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OCT 28 2008


AT&T ILEC ISDN Prime (PRI) with DS1 Service
Service Agreement

20081031-0204

Customer ("Customer")	AT&T ("AT&T")
NORTHEAST OHIO MEDICAL MANAEMENT 5500 MARKET STREET YOUNGSTOWN, OH 44512 USA <u>Main Billing Telephone Number (if applicable):</u>	For purposes of this Agreement, AT&T means the Service Provider specifically identified herein.
Customer Contact (for notices)	AT&T Contact (for notices)
Name: PAT HOFFMAN Title: GM Telephone: 3307685038 Fax: E-mail: phofneo@yahoo.com <u>Address, if different from above:</u> Street Address City State Zip Code USA	Account Rep Name: RICHARD HECK Title: SELECT ACCOUNT MANAGER Street Address: 45 ERIEVIEW PLAZA 8 FLOOR City: CLEVELAND State: OH Zip Code: 44114 Fax: 2162636315 Telephone: 2162636676 Email: rh145@att.com <u>With a copy to:</u> AT&T Corp. One AT&T Way, Bedminster, NJ 07621-0752 Attn: Master Agreement Support Team E-mail: mast@att.com
AT&T Authorized Agent or Representative Information (if applicable) <input type="checkbox"/> Primary Sales Contact	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

Customer agrees to purchase ISDN Prime (PRI) with DS1 Service in the quantities and according to the prices and terms and conditions set forth in this Service Agreement ("Agreement") and in the applicable Tariffs, Guidebooks or Catalogs. In states where the state commission no longer requires a tariff for this Service, Customer agrees to purchase the Service in the quantities and according to the prices and terms and conditions of this Agreement and AT&T's Business Service Agreement (BSA), which includes all documents incorporated by reference in the BSA. Except for the pricing contained herein, and any other provision of this Agreement (if any) that expressly states that it takes precedence over the applicable Tariff, Guidebook, Catalog or BSA, if there is a conflict between this document and the Tariff, Guidebook, Catalog or BSA, the applicable Tariff, Guidebook, Catalog, and BSA will take priority. The Parties acknowledge and agree that this Agreement represents individual case pricing that is offered to Customer because of the unique or specialized conditions of the AT&T business services purchased by Customer, and, where required, that this Agreement will be filed with the state public utilities commission with competent jurisdiction over the service offering provided hereunder. Service is provided by the AT&T Incumbent Local Exchange Carrier (ILEC) Affiliate identified below as the Service Provider. References to "Agreement" refer to this Agreement and any attachment attached hereto, and incorporated by reference herein.

This Agreement is effective on the date this Agreement is last signed. ("Effective Date") and shall remain in full force and effect for the Term of the Agreement as identified below. If the rules of a regulatory authority having jurisdiction respecting the Service would require a later date, then the Effective Date of this Agreement shall be in accordance with such rules.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: <i>[Signature]</i>	By: <i>[Signature]</i>
Printed or Typed Name: Joseph Long	Printed or Typed Name: GABRIELA RATULOWSKI
Title: <i>[Signature]</i>	Title: Contract Management
Date: 10/8/08	Date: 11-11-2008

AT&T and Customer Confidential Information

PRI_DS1_Unlimited_Local_SDA_Agreement_MW

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SDA 8 Telco

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**AT&T (LEC ISDN Prime (PRI) with DS1 Service
Service Agreement**

This Agreement is for (Select one of the first four check boxes):

☒ **New Install** (Check this if no current ISDN PRI Service exists at this location, or if adding ISDN PRI(s) with its own contract term.)

☐ **Conversion from Month-to-Month**

☐ **Upgrade from Measured ISDN PRI to Unlimited ISDN PRI**

☐ **Renewal/Additional Service** - This Agreement supersedes and replaces existing contract which expires approximately [Enter date existing contract for these services expires] without any liability for early termination charges for the following reason: (For Renewal/Additional Service, also check one of the boxes below.)

☐ Current contract expires within 60 days after execution of this Agreement, and term for existing Service is being extended for the Term of this Agreement.

☐ Customer requests additional ISDN PRI Unlimited Local and DS1 Service within the same state as the Service Provider checked below, and the term for the existing service is being converted to be coterminous with the Term of this Agreement and the following criteria are met: (i) the term remaining for existing service is equal to or less than the Term of this Agreement, (ii) the quantity of Service in this Agreement will be greater than the existing contract, and (iii) the Service Element rates in this Agreement are equal to or more than the rates of the existing Services.

Service Provider and Tariff, Guidebook or Catalog: (Check only one.)

<input type="checkbox"/> Illinois Bell Telephone Company d/b/a AT&T Illinois - Tariff No. 19, Part 15 and Part 17
<input type="checkbox"/> Indiana Bell Telephone Company, Incorporated d/b/a AT&T Indiana - Indiana Guidebook
<input type="checkbox"/> Michigan Bell Telephone Company d/b/a AT&T Michigan - Retail Catalog, Part 15 and Part 17
<input checked="" type="checkbox"/> The Ohio Bell Telephone Company d/b/a AT&T Ohio - AT&T Ohio Guidebook, Part 15 and Part 17
<input type="checkbox"/> Wisconsin Bell, Inc. d/b/a AT&T Wisconsin - Tariff No. 20, Part 15 and Part 17

Order Information:

I. **Services:** ISDN Prime ("ISDN PRI") Service and 1.544 MBPS High Capacity Digital Service Channels ("DS1 Service") (individually and collectively referred to as "Service").

II. **Service Term ("Term" or "Minimum Payment Period"):** 36 months

III. **Existing Circuit ID, if applicable:**

IV. **Requested Installation Date:**

V. **Host/Remote or Service Number Portability or FX?** ☐ Yes ☒ No

If Yes, Central Office CLLI Serving the Circuit Location Address: YNTWOH7878E

VI. **Service Location Addresses and Quantity:** AT&T shall furnish and Customer shall subscribe to and pay for ISDN PRI with DS1 Service(s) provided to Customer at the following Customer location(s) within the state of Ohio:

Quantity of Circuits per Customer location (each Circuit includes ISDN PRI, Unlimited Local Usage and DS1 Local Distribution Channel(s))	Customer Service Location Street Address*	City*
1	5500 MARKET STREET	YOUNGSTOWN
0	[Not applicable]	[Not applicable]
0	[Not applicable]	[Not applicable]
0	[Not applicable]	[Not applicable]
0	[Not applicable]	[Not applicable]

(If additional locations are included, please list on a separate page.)

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AT&T ILEC ISDN Prime (PRI) with DS1 Service
Service Agreement

VII. Service Elements and Charges: AT&T shall provide ISDN PRI Service and DS1 Service at the Customer location(s) listed above (or on an attachment) at the rates and quantities designated below. Optional features available on month-to-month rates are not included under this Agreement (Section VII.B. below), except Calling Name ID (in Section VII.A. below) which may be purchased under this Agreement or on month-to-month Tariff, Guidebook or Catalog rates. In the event that any extended or total amounts conflict with any per-unit rates in the table below, the per-unit rates shall control.

A. Monthly Charges – ISDN PRI and DS1 Service

Service Element	USOC	Total Quantity	Unit Monthly Charge	Extended Monthly Charge
ISDN PRI	ZPQZD	1	\$288.00	\$288.00
- Unlimited Local Usage (Switch Utilization)	UTW	1	\$80.00	\$80.00
- Calling Name ID	Not Applicable	0	\$10.00	\$0.00
DS1 Local Distribution Channels (LDCs)	TZ4X3 - IN, MI, OH, WI	1	\$112.00	\$112.00
DS1 Channel Mileage Terminations, (2 per LDC), if applicable	[Select One]	0	\$34.00	\$0.00
DS1 Channel Mileage (per mile), if applicable	[Select One]	0	[Select One]	\$0.00
Total Monthly Charge				\$460.00

B. Monthly Charges – Optional Features – Optional features available on month-to-month rates.

Service Element	USOC	Total Quantity	Unit Monthly Charge	Extended Monthly Charge
Back Up D Channel	Not Applicable	0	\$0.00	\$0.00
Call By Call for FX	Not Applicable	0	\$0.00	\$0.00
Call By Call for Tie Lines	Not Applicable	0	\$0.00	\$0.00
Network Ring Again	[Select One]	0	\$0.00	\$0.00
Network Name Display	[Select One]	0	\$0.00	\$0.00
Total Monthly Charge				\$0.00

C. Non-recurring Charges

Service Element	USOC	Total Quantity	Unit Non-Recurring Charge	Extended Non-recurring Charge
ISDN PRI	ZPQZD	1	\$0.00	\$0.00
- Unlimited Local Usage (Switch Utilization)	UTW	1	\$0.00	\$0.00
- Calling Name ID	Not Applicable	0	\$0.00	\$0.00
DS1 Local Distribution Channels (LDCs)	TZ4X3 - IN, MI, OH, WI	1	\$0.00	\$0.00
DS1 Channel Mileage Terminations	[Select One]	0	\$0.00	\$0.00

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AT&T ILEC ISDN Prime (PRI) with DS1 Service
Service Agreement

Service Element	USOC	Total Quantity	Unit Non-Recurring Charge	Extended Non-recurring Charge
DS1 Channel Mileage (per mile)	[Select One]	0	N/A	\$0.00
Optional Month-to-Month Features below				
ISDN PRI - Back Up D Channel	Not Applicable	0	\$0.00	\$0.00
ISDN PRI - Call By Call for FX	Not Applicable	0	\$0.00	\$0.00
ISDN PRI - Call By Call for Tie Lines	Not Applicable	0	\$0.00	\$0.00
ISDN PRI - Network Ring Again	[Select One]	0	[Select One]	\$0.00
ISDN PRI - Network Name Display	[Select One]	0	[Select One]	\$0.00
Total Non-recurring Charge				\$0.00

VIII. **Terms and Conditions:** The Terms and Conditions for Service are attached hereto and incorporated herein by this reference.

<i>This section for internal use only</i>	
Program Code:	PRIULCB

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**AT&T ILEC ISDN Prime (PRI) with DS1 Service
Service Agreement**

TERMS AND CONDITIONS

The following terms and conditions apply to the Services subscribed to by Customer under this Agreement.

1. Definitions

"Cutover" is when the Service is first provisioned or otherwise available for Customer's use at any single Site pursuant to this Agreement.

"Service Component" means an individual component of a Service provided under this Agreement.

Tariffs, Guidebooks, Catalogs and AT&T Business Service Agreement (BSA). "Tariffs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that AT&T files with regulatory commissions. "AT&T Business Service Agreement", "Guidebooks" and "Catalogs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that were, but no longer are, filed with regulatory commissions. Tariffs and Catalogs may be found at <http://www.att.com/search/tariffs.jsp>. In some states, the "AT&T Guidebook" and "AT&T Business Service Agreement" constitutes the "Guidebook" or "Catalog" applicable to the Service(s) and the AT&T Business Service Agreement and AT&T Guidebook shall be treated as a "Guidebook" or "Catalog" for purposes of this Agreement. The AT&T Business Service Agreement and AT&T Guidebook may be found at <http://www.att.com/gen/public-affairs?pid=9700>.

2. Description of Service. The Services described below are provided solely by the AT&T entity identified above and are not jointly provided with any other carrier. Service(s) are provided pursuant to the terms and conditions set forth in the appropriate Tariff, Guidebook, Catalog, or BSA.

A. ISDN Prime (PRI) ("Service").

1. AT&T shall provide Service to Customer between the local AT&T Serving Central Office and each circuit location address within AT&T's in-region territory designated in this Agreement. The circuit location must be at a valid customer premises address. A customer premises address may not be a location at a Carrier Hotel or a Co-location cage within an AT&T Central Office. ISDN PRI Service provides a multi-purpose high speed, multiplexed digital interface based on International Telecommunication Union (ITU) ISDN standards. Service uses Primary Rate Interface (PRI) technology. Service is provided where facilities are available from Customer's premises to AT&T's circuit-switched voice and circuit-switched data services via 1.544 Megabits per second (Mbps) central office (CO) termination. The CO termination connects by way of 23 64Kbps "B" channels and one 64Kbps "D" channel. The "D" channel performs out-of-band signaling and controls the "B" channels. The transmission characteristics of this Service support 64Kbps clear channel capability and Extended Superframe Format (ESF).
2. **Calling Name ID ("Service"):** (Optional) Allows the name of the calling party to be delivered to the called party.
3. If Customer obtains the Service utilizing the Service Portability option, Customer's telephone number is ported to an ISDN capable switch designated by AT&T in order to provide the Service without a telephone number change. Special Assembly/Special Authority charges will be applicable to subsequent porting of the number back to Customer's serving central office.
4. **Use of Service.** Customer agrees that the Service will only be used to transport the voice and/or data traffic of Customer and its Affiliates, and not to originate or terminate voice traffic to bypass switched access charges as defined by applicable state and federal telecommunications law. Customer understands that this covenant is an essential part of the undertaking by AT&T herein, and that AT&T is relying upon Customer's covenant as an inducement to sell the Service. Customer agrees to compensate AT&T for any switched access charges that AT&T is obligated to pay, or entitled to collect, as a result of Customer's use of the Services, and Customer further agrees that this obligation to compensate AT&T shall not be capped or limited. As used herein the term *Switched Access*, generally speaking, means the charges that a long distance company is required to pay to a local telecommunications company for the termination or origination of long distance calls to or from a customer whose phone is connected to the local telecommunications company's local switching network.

B. 1.544 MBPS High Capacity Digital Service Channels ("DS1 Service" or "Service") at location(s) designated on page 1 and attachments, if applicable.

3. Term. For the Service(s) offered under this Agreement, the Term shall begin on the later of (1) if this Agreement is for "New Install" as checked above, Cutover of the first Service at the first Customer Site, or (2) if this Agreement is for "Conversion from Month-to-Month", "Upgrade from Measured ISDN PRI to Unlimited ISDN PRI" or "Renewal/Additional Service" as checked above, the last date on which this Agreement is signed by a party as indicated in the signature block above, or (3) the date of approval of this Agreement by an appropriate regulatory body, if regulatory approval is required for this Agreement for the Service(s) ("Cutover Date"), and will continue for the Term as selected by Customer above. No refes

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AT&T ILEC ISDN Prime (PRI) with DS1 Service

Service Agreement

or discounts shall be applied prior to the Cutover Date. Upon the expiration of the Term of this Agreement, no rates or discounts provided under this Agreement will apply to such Service. For any Service provided under this Agreement, upon expiration of the Term, Customer will have the option to either (a) notify AT&T as per contract notice information on page 1 of this Agreement of Customer's desire to terminate the Service or (b) continue using the Service on a month-to-month basis until the Service is terminated by either party on thirty days' notice. Unless otherwise agreed by the parties in writing, during the month-to-month extension period following the expiration of this Agreement, the prices for the Service provided under this Agreement will automatically be the then-current month-to-month rates set forth in the applicable Tariff, Guidebook, or Catalog. After expiration of the Term of this Agreement, AT&T may modify rates, terms and conditions applicable to the Service(s) on thirty days' notice.

This Agreement will expire when Service(s) or Service Component(s) are no longer provided under this Agreement.

4. Pricing. The rates and charges stated in this Agreement are stabilized until the end of the Term of this Agreement, and apply in lieu of the corresponding rates and charges set forth in the applicable Tariff, Guidebook or Catalog. Except as otherwise provided herein, no other discount, promotion, credit or waiver set forth in a Tariff, Guidebook, Catalog or BSA will apply. Prices in this Agreement are exclusive of, and Customer will pay, all current or future taxes, regulatory surcharges, recovery fees, shipping charges, and other similar charges specified or allowed by any governmental entity relating to the sale, use or provision of the Services.

5. Billing and Payments. Customer will pay AT&T (i) the Monthly Charges and Non-recurring Charges set forth herein, and (ii) applicable taxes, surcharges, and recovery fees (including universal service fees), and customs and duties. Customer's obligation to pay for all Services will begin upon the Cutover Date. AT&T will invoice Customer for the Services on a monthly basis. AT&T may require Customer to tender a deposit if AT&T determines, in its reasonable judgment, that Customer is not creditworthy.

Payment is due within 30 days after the date of the invoice and must refer to the invoice number. Charges will be quoted and must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorney's fees. AT&T may charge late payment fees as specified in the applicable Tariff, Guidebook, Catalog or BSA, at the rate specified therein.

6. Termination for Convenience. The following termination provisions are only applicable to Services provided pursuant to this Agreement.

6.1. If Customer terminates a Service or Service Component prior to the date Customer's obligation to pay for Services begins, Customer will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.

6.2. If Customer terminates Service(s) before expiration of the Term, in whole or in part, for any reason other than default by AT&T, or AT&T terminates for Customer's default, on or after the Cutover Date but before the scheduled completion of the Term, Customer shall pay a termination liability of an amount equal to (a) all unpaid non-recurring charges (excluding non-recurring charges that were waived or incorporated into the monthly recurring rates), (b) fifty percent (50%) of the recurring monthly charges rate for the terminated Service(s) as set forth in this Agreement, multiplied by the number of months remaining in the term for the applicable Service at the point of termination, and (c) any special construction liabilities.

7. Tariff and Regulations.

This Agreement may be subject to the jurisdiction of a regulatory commission and will be subject to changes or modifications as the controlling commission may direct from time to time in the exercise of its jurisdiction. Therefore, for this purpose, this Agreement will be deemed to be a separate agreement with respect to the Service offered in a particular jurisdiction.

AT&T will, subject to the availability and operational limitations of the necessary systems, facilities, and equipment, provide the Service pursuant to the terms and conditions in the applicable Tariff, Guidebook, Catalog or BSA. This Agreement may be filed with the appropriate state commission. If approval is required and not obtained, then this Agreement will immediately terminate, and Customer shall receive a refund of any non-recurring charge paid and pre-paid amounts for Service not received.

8. Service Upgrade. Customer may upgrade the DS1 Service to a higher speed service provided by the same AT&T Service Provider as designated above (the "Upgraded Service") without incurring early termination charges; provided that the Upgraded Service is under a term plan that is equal to or greater in length than the number of months remaining in the term plan ordered herein and is installed between the same locations as the applicable DS1 Service. Non-recurring charges will apply to the Upgraded Service.

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**AT&T ILEC ISDN Prime (PRI) with DS1 Service
Service Agreement**

9. Publicity and Trademarks. Neither party may issue any public statements or announcements relating to the terms of this Agreement or the provision of Services without the prior written consent of the other party. Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10. Governing Law. This Agreement and any claims arising hereunder or related hereto, whether in contract or tort, shall be governed by the domestic laws of the State in which the Services are provided.

11. Severability. If any portion of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

12. Amendments and Waivers. Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

13. Notices. All notices required under this Agreement will be delivered in writing to the recipient's contact designated on the first page of this Agreement, or to such other contact as designated in writing from time to time. Notices shall be by internationally recognized overnight courier, certified or registered mail, email, or facsimile and will be effective upon receipt or when delivery is refused, whichever occurs sooner.

14. Confidentiality. Each party shall treat as confidential all information and any material disclosed to it by the other party that (i) if in tangible form is clearly labeled or otherwise designated as "Confidential," "Proprietary," or "Private" or (ii) if oral or visual, is identified as Confidential, Proprietary or Private on disclosure (all hereinafter referred to as "Confidential Information").

15. Ohio Terms and Conditions.

To the extent this Agreement relates to regulated Services provided in Ohio:

15.1 Inclusion of termination liability in this Agreement does not constitute a determination by the Public Utilities Commission of Ohio (PUCO) that the termination liability is approved or sanctioned. The Customer is free to pursue its legal remedies should a dispute arise.

15.2 Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by AT&T should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequential damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

15.3 In Ohio, Customer is not precluded from disclosing the terms and conditions of this or any Ohio agreement to another entity.

16. Entire Agreement. This Agreement and the applicable Tariff(s), Guidebook(s), Catalog(s) and/or BSA(s) are the entire agreement between the parties with respect to the Services provided under this Agreement, and supersedes all other agreements, proposals, representations, statements or understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

End of Document

EXHIBIT 2



January 29, 2013

MW12A/MW-LD/04-02462
NE Ohio Medical Management
C/O Joseph Levy
127 Churchill Hubbard Rd
Youngstown, OH 44505-1386

**Your service contract
term will end soon.**



Dear Valued Business Customer,

Planning ahead is always easier when you know what's coming next. So we're writing to let you know that your current contract term for the AT&T service(s) below is about to expire.

AT&T Business Block of TimeSM on account 330-R11-3084 will expire on April 7, 2013.

Although the current term* of your plan expires, your business may qualify for even lower rates. We urge you to **call an AT&T business advisor at 1-877-677-0513** to make sure that you are receiving the best plan for your business.

If you do not contact us before your term expires, you will be re-subscribed to your current plan for the same term length.

Thank you for trusting AT&T with your vital business communications. We understand your time is at a premium and pledge to make the process as quick and easy as possible.

Sincerely,

A handwritten signature in black ink, reading "Kevin M. Kearney".

Kevin M. Kearney
AT&T Executive Director

**P.S. Taking a few minutes now to respond could save you money for years to come.
Simply call 1-877-677-0513 Monday--Friday.**

*Customer may provide notice to cancel the new term commitment by calling the number above within thirty (30) days of the re-subscription date, in which case early termination fees (if applicable) will be adjusted to zero.

Offers may be modified or discontinued at any time without notice. Other conditions apply to all offers. © 2013 AT&T Intellectual Property. All rights reserved. AT&T, the AT&T logo and all other AT&T marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies.

EXHIBIT 3



at&t

Monthly Statement

Jan 17 - Feb 16, 2013

Bill-At-A-Glance

Previous Bill:	1,240.86
Payment Received 1/21	669.89CR
Adjustments	00
Past Due - Please Pay Immediately	570.97
Current Charges	4,832.45

Total Amount Due \$5,403.42

 Current Charges Due in Full by **Mar 16, 2013**

Billing Summary

Billing Questions? Visit att.com/billing

Plans and Services	4,727.96
1-800-321-2000	
Repair Service:	
1-800-246-8464	
Telecommunications Relay System:	
1-800-750-0750	
AT&T Long Distance	104.49
1-800-321-2000	
Total of Current Charges	4,832.45

News You Can Use Summary

- PREVENT DISCONNECT
 - PAYMENT & INQUIRIES
 - ISDN PRI INCREASE
- See "News You Can Use" for additional information.

 NE OHIO MEDICAL MANAGEMENT
 % JOSEPH LEVY
 127 CHURCHILL HUBBARD RD
 YOUNGSTOWN, OH 44505-1386

 Page 1 of 10
 Account Number 330 R11-3084 281 8
 Billing Date Feb 16, 2013
Web Site **att.com**

Invoice Number 330R11308402

Plans and Services

Promotions and Discounts

Item

No. Description

- 1 Discount for PRI Unlimited Local Plan for
 Bill Period Feb 16, 2013

22.93CR

Monthly Service - Feb 16 thru Mar 15

Monthly Charges	3,401.40
Federal Access Charge	28.05
Total Monthly Service	3,429.45

Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item	No.	Description	Quantity	USOC	Monthly Rate	Amount Billed
Date: Feb 6, 2013						
Order Number R1243759079						
Special Services:						
Circuit Number 101 T1ZF BDTMOHAMH05 YNTWGH78DC0						
Services Changed						
Charges for Services Added						
(Monthly Charges are Prorated from Feb 7, 2013 to Billing Date, Feb 16, 2013)						
	1	Usage and Network Access	1	UTW	1,000.00	300.00
	2	ISDN Pri Acc T1 Fac-23B/D	1	ZPQZD	1,625.00	487.50
Services Changed						
Credits for Services Removed						
(Monthly Charges were Billed in Advance and are Prorated from Feb 7, 2013 to Feb 16, 2013)						
	3	Usage and Network Access	1	UTW	60.00	18.00CR
	4	ISDN Pri Acc T1 Fac-23B/D	1	ZPQZD	288.00	86.40CR

Circuit Location: 1

 5500 MARKET ST
 YOUNGSTOWN OH

Services Changed

Charges for Services Added

(Monthly Charges are Prorated from Feb 7, 2013 to Billing Date, Feb 16, 2013)

	5	Local Distribution Channel	1	TZ4X3	771.00	231.30
Services Changed						
Credits for Services Removed						
(Monthly Charges were Billed in Advance and are Prorated from Feb 7, 2013 to Feb 16, 2013)						
	6	Local Distribution Channel	1	TZ4X3	112.00	33.60CR
Total Charges for Circuit Number 101 T1ZF BDTMOHAMH05 YNT						880.80
Total Charges for Order Number R1243759079						880.80
Total Additions and Changes to Service						880.80

Local Services provided by AT&T Illinois, AT&T Indiana, AT&T Michigan, AT&T Ohio or AT&T Wisconsin based upon the service address location.

GO GREEN - Enroll in paperless billing.

Return bottom portion with your check in the enclosed envelope.

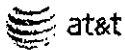
EXHIBIT 4

AT&T Business Network (ABN) Express Bundle Agreement

March 29, 2013

Document #20130327-9060

Fiber Broadband service to replace PRI



The rates, discounts and other provisions in this Pricing Schedule are contingent upon signature by both parties on or before June 30, 2013

For AT&T Administrative Use Only altuid:
 171 Account # _____ Master Customer # _____ Doc Viewer ID: _____
 MA Number: _____ BCID # N/A _____ CON#: CSM130319125650 CON130319130050

Company Name ("Customer")	AT&T - Contact For Notices	AT&T Sales Contact - Primary Contact
Legal Name: NE Ohio Medical Management	AT&T Corp	Name: Corbett Troy M
Street Address: 5500 Market St	One AT&T Way	Street Address: 2001 Lakewood Blvd 6L373F
City: Boardman, State: Ohio Zip: 44512	Bedminster, NJ 07921-0752	City: Hoffman Estates, State: IL Zip: 60192
Tel # 3307582862	ATTN: Master Agreement Support Team: mast@att.com	Tel # +1 (847) 898-1674 Ext: 34640

AGREEMENT TERMS

1. SERVICES and ELIGIBILITY

Services in ABN Express Bundle	Service Publication Location
AT&T Business Network (ABN) Service ("Wireline Services")	http://serviceguidenew.att.com/sg_flashPlayerPage/ABN (see ABN Express Bundle)
• LD, Local and Intrastate Voice and Data	
• AT&T Managed Internet Service	
• AT&T Business Voice Over IP (BVoIP) Services	
• AT&T IP Flexible Reach	
• AT&T Voice DNA®	See attached AT&T Fiber Broadband Bundle Service Description
• AT&T IP Toll-Free	
• AT&T Business-in-a-Box	http://serviceguidenew.att.com/sg_flashPlayerPage/MS
• AT&T Fiber Broadband Bundle (FBB)	
Wireless Service	
• AT&T Mobility Services	

To receive full benefits, Customer must maintain at least one Wireline Service and at least one CRU on AT&T Mobile Services during the Agreement Term. Each CRU must have a two, one, or zero-year CRU Term. If Customer fails to comply with these eligibility requirements, or if Customer's or its End Users' accounts are not in good standing, AT&T may immediately discontinue providing the rates and discounts in this Agreement in addition to pursuing any other remedies available under this Agreement.

2. AGREEMENT TERM AND EFFECTIVE DATES OF RATES

Initial Term	Term Start Date/Effective Date of Rates and Discounts
3 years	First day of first full billing cycle following implementation of this Agreement in AT&T's billing system

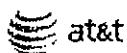
3. WIRELINE SERVICES WAIVERS AND CREDITS

Charges Waived	Minimum Retention Period
Waivers as specified in the Service Guide for ABN Service	12 months
Monthly Recurring Charge per Dialed Toll-Free number for AT&T Toll-Free Advanced Features (Classic)-Feature Package II-Routing Plan Option	N/A
Charges incurred during the 6th month of the Initial Term:	N/A
Fiber Broadband Bundle Monthly Recurring Charges	
ILEC Primary Interexchange Carrier Change Credit	Month of Agreement Term in which Credit is Applied
\$150.00	6

4. WIRELINE SERVICES COMPONENTS AND RATES (PRICES)

4.1 ABN Domestic and International Dial Station Outbound/Inbound Calling*

Outbound - CPM	Inbound - CPM
Switched \$0.0490	Switched \$0.0490



AT&T Business Network (ABN) Express Bundle Agreement

Loyalty	\$0.0410	Loyalty	\$0.0410
Dedicated - Mobile Termination	\$0.0325	Dedicated	\$0.0325

*Billed in increments of 30 Second Initial Period or Fraction, Each Additional Second or Fraction. Rates displayed are net.

4.2 International, Intrastate and Local Voice Rates. Rates are specified in the applicable Service Publication.

4.3 Primary Rate Interface

Component	Monthly Charge
Primary Rate Interface per D-Channel	\$104.00

4.4 AT&T Access Channels4.4.1 T1 Access Channels connected to ABN Voice Services or Managed Internet Services

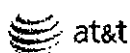
T1 Access Channels connected to ABN Voice Services			T1 Access Channels connected to Managed Internet Services		
Mileage	Fixed	Per Mile	Mileage	Fixed	Per Mile
0-5	\$237.80	\$0.00	0-5	\$188.00	\$0.00
6-10	\$305.04	\$0.00	6-10		
11-20	\$410.82	\$0.00	11-20		
21-50	\$612.54	\$0.00	21-50		
51+	\$589.90	\$6.56	51+	Service Guide Schedule B as revised from time to time	

4.4.2 AT&T T3 Access Channels - Rates are as specified in Service Guide Rate Schedule B as revised from time to time.

4.5 AT&T Managed Internet Service

MIS			MPLS PNT - with Managed Router			Class of Service
Access Method	Speed	w Managed Router and IP Flexible Reach or Voice DNA Monthly Charge Per Port Per Site	Access Method	Speed	Monthly Charge Per Port Per Site	Class of Service Monthly Charge
T-1	1.544 Mbps	\$129.00	Private Line NxT-1	3 Mbps - 12 Mbps	\$630.00	\$97.00*
2xT-1	3 Mbps	\$273.00	Private Line T1	1.544 Mbps	\$291.00	\$97.00
3xT-1	4.5 Mbps	\$333.00	Private Line T3	2 Mbps - 15 Mbps		
4xT-1	6 Mbps	\$369.00				
5xT-1	7.5 Mbps	\$563.00				
6xT-1	9 Mbps	\$619.00				
7xT-1	10.5 Mbps	\$667.00				
8xT-1	12 Mbps	\$733.00				

**If Customer installs BVoIP Service, then the Class of Service Monthly Charge is \$0.00.

**4.6 AT&T BVoIP Services**

AT&T IP Flexible Reach	
Calling Plan C, IP Local and IP Long Distance Bundle	Included - 300 US Off-Net LD minutes per month per Concurrent Call ordered, minimum of 6 Concurrent Calls required per site; maximum of 5 telephone numbers per Concurrent Call
US Off-Net Calling Charge	Per Minute in excess of 300 minutes per Concurrent Call ordered - \$0.0455
International Off-Net Calling Charge	Per Termination, Per Second or Minute - As specified in the ABN Express Service Guide, Rate Table for International Off-Net Outbound Calls
Plan C, Monthly Calling Plan Charge	Per Concurrent Call - \$21.48
AT&T Voice DNA	
Auto Attendant Setup Fee, per Auto Attendant	\$568.18
Feature Package Monthly Charge	Premium - \$29.50, Enhanced - \$27.00, Standard - \$24.50
Monthly Auto Attendant Charge Per Auto Attendant	\$14.21 per Concurrent Call, must have a minimum of 4
Audio Conferencing	\$11.36
Call Distribution Module	\$50.91
Voice Demarc/Site Survivability	\$68.18 - Monthly Charge / \$100.00 - Non-Recurring Charge
Attendant Console	\$45.45
AT&T IP Toll-Free	
IP Toll-Free Inbound - Interstate	Per Minute - \$0.023
IP Toll-Free Inbound - US from Canada	Per Minute - \$0.055

4.7 AT&T Business in a Box

Service Component/Device	Service Component Replacement - Next Business Day Shipped (5x8) Monthly Charges	On-Site Maintenance (24X7X4) Monthly Charges	Life-Cycle Management Charges - Service Charges	
	Monthly Service Charge	Monthly Service Charge	Per Site / Per Occurrence during Standard Business Hours (M - F, 8:00 am- 5:00 pm, local time)	Service Charge List Price
Base Unit 12 Port*	\$40.00	\$60.00	Additional Service	\$260.00
Base Unit 24 Port	\$56.00	\$76.00	Delete Service	\$500.00
8 Port POE Add-On	\$24.00	\$28.00		
24 Port POE Add-On	\$60.00	\$68.00		
8 Port Analog Module Add-On*	\$28.00	\$32.00		

* - Limit of one per site.

4.8 AT&T Fiber Broadband Bundle

	Option 1 and Option 2 - Sites served by Serving Wire Centers in Zone 1, Zone 1a, Zone 2 & Zone 2a Monthly Service Charge
Fiber Broadband Bundle - 10Mbps	\$1,087.50
Concurrent Calls (per FBB)	23
On-Net Calling	Unlimited
Local Off-Net Calling	Unlimited
Interstate (Inter- and IntraLATA) and Intrastate Toll Calling - Included Minutes (per month)	6900 minutes of Outbound Interstate (Inter- and IntraLATA) and Intrastate Toll United States Off-Net Calling per month
US Off-Net Calling Charge in Excess of Included Interstate and Intrastate Toll Calling Minutes (per minute)	\$0.0455
International Off-Net Calling Charge (per minute)	Rate table for International Off-Net Outbound Calls as specified in the AT&T Fiber Broadband Bundle Service Description

4.9 Early Termination Charges: If Customer terminates the Wireline Services prior to the expiration of the Initial Term, in addition to liability for all charges incurred through the disconnect of all Wireline Services, Customer is liable for the following: i) any of AT&T's unrecoverable time and materials costs, including any third party charges, incurred prior to the effective date of the termination; plus, ii) any unpaid nonrecurring charges; plus, iii) any unbilled usage charges; plus, iv) an Early Termination Fee equal to 50% of the total monthly recurring charges for those Wireline Services without a Minimum Payment

Doc ID: ABN55852-FBB SVP 16 authority -3Y-wamb-13-iwire

V21 - 02/18/13

AT&T and Customer Confidential Information



Period, times the number of months remaining in the Initial Term ("Early Termination Fee" or "ETF"). If Customer disconnects a Service Component prior to satisfying the Minimum Payment Period requirement (as specified in the applicable Service Publication), Customer is liable for a Minimum Payment Period charge equal to 50% of the total monthly recurring charges for that Service Component.

5. AT&T MOBILITY SERVICES

5.1 Plans, Sales Information and Discounts: Only Customer and its current W-2 employees and/or individuals who receive a K-1 form from Customer (collectively, "Employees") are eligible to receive Mobility Services under this Bundle. Employees receive Mobility Services either (a) under Customer's account ("Corporate Responsibility Users" or "CRUs"), or (b) under individual accounts in accordance with the Sponsorship Program described in the AT&T Mobile Services Service Guide ("Individual Responsibility Users" or "IRUs"; collectively with CRUs, "End Users").

5.1.1 Plans; Sales Information: The pricing, terms and conditions of the Mobility Services depend upon the Plan, feature, promotion or other offer selected by Customer and/or its End Users. A list of available Plans is provided in the "Plans" section of the AT&T Mobile Services Service Guide. Customer and its End Users must qualify for the chosen Plan, feature, promotion or other Mobility Services offer. If End Users lose their eligibility for a particular Plan, AT&T may change their Plan to one for which they qualify. Customer is subject to the terms and conditions set forth in the Enterprise Customers: Additional Service and Equipment Related Terms found at att.com/abs-addtl-terms; as well as product-specific pricing and/or additional product-specific terms and conditions set forth in (i) separate product briefs and rate brochures, (ii) at att.com/abs-addtl-terms or wireless.att.com/businesscenter (or such other site that AT&T may designate), and/or (iii) in other AT&T marketing materials. Such Enterprise Customers: Additional Service and Equipment Related Terms and other online and printed product materials are referred to collectively in this Agreement as "Sales Information" and incorporated herein by reference.

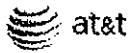
5.1.1.1 Business Plans: AT&T will, from time to time, provide Mobility Services under certain Plans designated as Business Plans. All Business Plans will be available to Customer and its CRUs, but only select Business Plans (identified as such) will be available to IRUs. If Customer or its CRUs select a Business Plan, Customer will be bound by the rates, terms and conditions in the AT&T Mobile Services Service Guide for such Business Plan. If an IRU selects a Business Plan, the IRU will be bound by the rates, terms and conditions in the Sales Information for such Business Plan. **Rates, terms and conditions for Business Plans are not stabilized.**

5.1.1.2 Other Services: Subject to Section 5.4 below regarding Optional Programs, rates, terms and conditions for all other Mobility Services, which are not stabilized (collectively, "Consumer Offers"), are set forth in the Sales Information. Customer will be bound by the rates, terms and conditions in the Sales Information for any Consumer Offer Customer or its CRUs select. An IRU will be bound by the rates, terms and conditions in the Sales Information for any Consumer Offer the IRU selects. Any provisions contained in the Sales Information for a Consumer Offer that, by their terms, are to exist for a specified period of time, will survive any termination or expiration of this Agreement for that specified period of time.

5.1.2 Discount; Eligibility: The monthly Service Discount in the table below will apply to AT&T Mobile Services only when Customer has and maintains (i) one or more Wireline Services and (ii) one or more separate End Users receiving AT&T Mobile Services in AT&T Markets under this Agreement, of which at least one is a CRU (the "Discounting Minimum").

Discounting Tier	Required Number of Wireline Services	Number of End Users (with at least 1 CRU)	AT&T Mobile Services Service Discount
0	1 or more	1 - 4	5%
1	1 or more	5 or more	10%

AT&T will monitor the number of Wireline Services and End Users associated with this Agreement once each month. If Customer meets the Discounting Minimum, AT&T will apply the Service Discount with respect to Customer's qualified End Users within thirty days from the date of AT&T's monthly monitoring conditioned upon: (a) it may take up to two billing cycles from the date of AT&T's monthly monitoring for the Service Discount to appear on qualified End Users' invoices; and, (b) the Service Discount will not be applied retroactively. To qualify for application of the Service Discount, Customer's End Users must be active on eligible Plan(s) with a Monthly Service Charge of \$30 or higher (each a "Qualifying Plan"). AT&T will apply the Service Discount only to the Monthly Service Charge of each eligible End User's Qualifying Plan(s) and not to any other charges of any kind (e.g., charges for any other Plans or features). AT&T may restrict certain Plans or certain other discount programs from qualifying for the Service Discount, and such restrictions will be set forth in the AT&T Mobile Services Service Guide and/or the Sales Information.



5.2 Sponsorship Program: Employees may participate in the Sponsorship Program under the provisions in the AT&T Mobile Services Service Guide.

5.3 Regulatory Cost Recovery Charge: In addition to applicable charges, taxes, surcharges, recovery fees, shipping charges and other similar charges described in this Agreement, AT&T may assess and Customer will pay a Regulatory Cost Recovery Charge, which is a monthly charge on each CRU (which may vary depending on the CRU's locale) that is assessed and collected by AT&T to defray AT&T's costs in complying with obligations and charges imposed by state and federal telecom regulations. This fee is not a tax or government required charge. AT&T may change the Regulatory Cost Recovery Charge without notice unless the change would result in the charge exceeding \$1.25 per month per CRU.

5.4 Optional Programs: From time to time, AT&T may offer Optional Programs. The rates, terms and conditions for such Optional Programs, which are not stabilized, will be in the "Optional Products, Services, Equipment and Programs" section of the AT&T Mobile Services Service Guide and in any corresponding Sales Information. If Customer receives the benefit of an Optional Program, Customer will be bound by the rates, terms and conditions for such Optional Program.

5.5 Cancellation Fee: For each CRU that is terminated from AT&T Mobile Services more than 30 days after activation but prior to the expiration of the applicable one-year or two-year CRU Term, Customer agrees to pay AT&T with respect to each device identifier or Number assigned to such CRU, in addition to all other amounts owed, a cancellation fee in the amount specified below (each a "Cancellation Fee"). If the CRU Term includes the purchase of certain specified Equipment on or after June 1, 2010, the Cancellation Fee will be \$325 minus \$10 for each full month toward the CRU Term that the CRU completes. (For a complete list of the specified Equipment, check att.com/equipmentETF.) Otherwise, the Cancellation Fee will be \$150 minus \$4 for each full month toward the CRU Term that the CRU completes. Notwithstanding the foregoing, for CRU Terms including Equipment purchased prior to June 1, 2010, the Cancellation Fee will be \$175 minus \$5 for each full month toward the CRU Term that the CRU completes. The Cancellation Fee is not a penalty, but rather a charge to compensate AT&T for Customer's failure to satisfy the CRU Term. For the avoidance of doubt, Customer will not be assessed any Cancellation Fee(s) for CRUs on a zero-year CRU Term. Porting a CRU's Number to a non-AT&T service provider before the end of the applicable CRU Term constitutes a termination subject to this Cancellation Fee. Customer may terminate a CRU's AT&T Mobile Services within the first 30 days after activation without incurring a Cancellation Fee, but equipment restocking or other fees may apply. Customer should refer to AT&T's returns policy at wireless.att.com/cell-phone-service/legal/return-policy.jsp, or such other site as AT&T may designate from time to time, for additional details.

5.6 Additional Provisions Regarding Termination of Mobility Services; Prohibited Uses: In addition to the termination provisions set forth in this Agreement, the termination provisions in the Sales Information apply to Consumer Offers purchased by CRUs and the following termination provision applies with respect to CRUs' use of the Business Plans. Prohibited Uses are set forth in the Business Plan section of the AT&T Mobile Services Service Guide. If a CRU fails to comply with the Offnet Usage restrictions, AT&T may, at its option, terminate the CRU's Mobility Services, deny access to Mobility Services, deny the CRU continued use of other carriers' coverage, or change the CRU's Business Plan (e.g., to one that imposes usage charges for Offnet Usage). AT&T will provide notice that it intends to take any of the above actions, and, unless AT&T has already done so, Customer may terminate the CRU's Mobility Services. In addition, AT&T reserves the right to (i) deny, disconnect, modify and/or terminate Mobility Services, without notice, to any CRU who it believes is using the Mobility Services in any manner prohibited or whose usage adversely impacts its wireless network or service levels or hinders access to its wireless network, including without limitation, after a significant period of inactivity or after sessions of excessive usage, and (ii) otherwise protect its wireless network from harm, compromised capacity or degradation in performance, which may impact legitimate data flows.. A failure by AT&T to take action in the event of a violation of the intended purposes and terms and conditions of use of its Wireless Data Service shall not be construed as a waiver of AT&T's right to enforce them. Customer will be assessed any applicable Cancellation Fees as a result of any termination by AT&T or Customer pursuant to this Section.

5.7 Additional Definitions: Capitalized terms used in, but not defined in, this Agreement with regard to the Mobility Services have the meanings set forth in the AT&T Mobile Services Service Guide.

5.7.1 "Mobility Services" means the AT&T Mobile Services, Equipment, Optional Programs and Supplemental Services provided by AT&T under this Agreement. "Mobility Services" has the same meaning as "Services" for purposes of the AT&T Mobile Services Service Guide.

6. ABN Express General Terms and Conditions

6.1 AT&T Corp. or its affiliates ("collectively AT&T") will provide Customer the services and equipment described in this Agreement ("Services") under the terms of this Agreement, which incorporates-by-reference the terms and conditions set forth under the Service Publication for each individual service provided under this Agreement as if originally set forth here. The Service Publications that are incorporated-by-reference are: (i) for Wireline Services, the applicable Tariffs and Service Guides which are provided at att.com/servicepublications by following the product links, or at the link provided above in the Wireline Services section; (ii) the AT&T Acceptable Use Policy ("AUP") provided at att.com/aup; and, (iii) for Mobility Services, the Sales Information for Mobility Services (collectively "Service Publications"). AT&T may revise Service Publications at any time. The order of priority of the documents that form this Agreement is: first, these Agreement Terms and the AUP; then the applicable Tariffs, and then the applicable Service Guides, except as follows: a) an effective Tariff for a Wireline Service Component will be first in priority when the Wireline Service Component is provided in a jurisdiction where the existing law or regulation does not permit conflicting contract terms to take priority over tariff terms; and, (b) for Mobility Services, the Sales Information will be first in priority to the extent that Customer or a CRU subscribes to a Consumer Offer; (c) the AT&T Mobile Services Service Guide and related Sales Information will be first in priority to the extent that Customer or a CRU subscribes to an Optional Product and, (d) the AT&T Business Voice over IP (BVoIP) Services



Service Guide Section SD-3.2 "Telephone Numbers", which shall have the same priority as these Agreement Terms and the AUP. Customer agrees that it is impractical for AT&T to provide here all the terms and conditions, including rates and charges, which are set forth in the Service Publications, and that AT&T has acted reasonably in providing access to all Service Publications. An "Affiliate" of a party is an entity that controls, is controlled by, or is under common control with such party.

6.2 Services: AT&T will provide or arrange to have the Service provided to Customer subject to availability and operational limitations of systems, facilities and equipment. Customer may not resell any component of the Service without AT&T's written consent. Customer will cause Users (anyone who uses or accesses any Service provided to Customer) to comply with this Agreement, and Customer is responsible for their use of the Service or any component of the Service, unless expressly provided to the contrary in a Service Publication. Customer agrees on its behalf and on behalf of its Affiliates and Users that at all time their use will comply with the AUP.

6.3 Customer will in a timely manner allow AT&T to access, or, at Customer's expense, obtain timely access for AT&T to, property (other than public property) and equipment reasonably required to provide the Service. Access includes information and the right to construct, install, repair, maintain, replace and remove access lines and network facilities, and use ancillary equipment space within the building, necessary for Customer's connection to AT&T's network. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items required to perform installation of the Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way).

6.4 Customer will ensure that the location at which AT&T installs, maintains or provides the Service is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety, or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. If AT&T encounters any such hazardous materials at a Customer location, AT&T may terminate the affected Service Component, or suspend performance until Customer removes the hazardous materials.

6.5 AT&T Equipment: The Service may include use of certain equipment owned by AT&T and located at Customer's premises ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment, must keep the AT&T Equipment physically secure and free from liens and encumbrances and will bear the risk of loss or damage (other than ordinary wear and tear) to AT&T Equipment.

6.6 Software: Any software provided to Customer by AT&T will be governed by the written terms and conditions applicable to such software. Subject to such terms and conditions, title to this software remains with AT&T or its supplier. Customer must comply with all such terms and conditions, which take precedence over this Agreement.

6.7 Prices: Unless this Agreement states otherwise, the prices listed in this Agreement are stabilized for the Initial Term. Prices during the Initial Term for each Wireline Service Component are provided either in the incorporated Service Publication or above depending on the Wireline Service Component. When there is a conflict between this Agreement and the prices, discounts or waivers in the Wireline Service Component Service Guide, this Agreement controls, or, if a Tariff is in-effect for the Service Component, priority is as described in Section 7.1 above. During any Renewal Term, AT&T will continue to provide the Service under the Agreement Terms that are in-effect on the last day of the prior Initial or Renewal Term, unless stated otherwise in this Agreement.

6.8 Taxes; Surcharges; Fees: Prices in this Agreement are exclusive of, and Customer will pay, all current or future taxes, surcharges, recovery fees, shipping charges, and other similar charges specified or allowed by any governmental entity relating to the sale, use or provision of the Services.

6.9 Billing, Payments and Deposits: Payment is due 30 days after the invoice date and must refer to the invoice number. Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within 6 months after the invoice date, Customer waives the right to dispute the charge (except to the extent applicable law or regulation requires otherwise). AT&T may charge a late fee for overdue payments at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law; plus all costs (including attorney fees) of collecting delinquent or dishonored payments. AT&T may require Customer to establish a deposit as a condition of providing Services. Customer authorizes AT&T to investigate Customer's credit and share information about Customer with credit reporting agencies.

6.10 Termination and Suspension: This Agreement is for the Initial Term stated above, and at the end of this Initial Term, this Agreement will automatically continue on a month-to-month basis ("Renewal Term") until one party gives notice to the other party that it intends to terminate the Agreement, provided such notice is given within 30 days prior the expiration date of the then in-effect Term. Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, or makes an assignment for the benefit of its creditors. AT&T may terminate or suspend a Service, and if the activity implicates the entire Agreement, terminate the entire Agreement, immediately upon notice if Customer: (i) commits a fraud upon AT&T; (ii) utilizes the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services. Customer may terminate an affected Service for material breach by AT&T, and AT&T may terminate or suspend (and later terminate) an affected Service for material breach by Customer, if such breach is not cured within 30 days of notice. If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, then AT&T



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may suspend or terminate the affected Service. AT&T has the right, however, to suspend or terminate the applicable portion of the Service immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines: (a) that it may be exposed to sanctions, liability, prosecution, or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) that such violation may cause harm to or interfere with the integrity or normal operations or security of AT&T's network or networks with which AT&T is interconnected or interfere with another customer's use of AT&T Services or the Internet; or (c) that such violation otherwise presents imminent risk of harm to AT&T or AT&T's customers or their respective employees. If AT&T terminates a Service component under this Section, Customer is liable for the applicable early termination or cancellation charge for that Service Component.

6.11 Notwithstanding that this Agreement may commit AT&T to provide a Service to Customer for a Term, unless applicable local law or regulation mandates otherwise, AT&T may discontinue providing the Service or an individual component of the Service ("Service Component") upon 30 days' notice.

6.12 Disclaimer of Warranties and Liability: AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY AND DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR THOSE ARISING FROM USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS), NOR ANY WARRANTY REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED, THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA OR TRANSMISSIONS OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES RELATING TO: INTEROPERABILITY, ACCESS TO OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS (EXCEPT FOR LIABILITY FOR SUCH EXPLICITLY SET FORTH HEREIN); ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS); LOST OR ALTERED TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF CUSTOMER'S OR OTHERS' APPLICATIONS, CONTENT, DATA, NETWORK OR SYSTEMS.



6.13 Limitation of Liability

6.13.1 AT&T'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES, AND NOT CAUSED BY CUSTOMER'S NEGLIGENCE, WILL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION, OR IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUIVALENT TO THE PROPORTIONATE CHARGE TO CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT IN THE SERVICE OCCURS AND CONTINUES; PROVIDED AT&T WILL NOT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS OR CREDITS AS A RESULT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE MOBILITY SERVICES THAT LAST LESS THAN TWENTY-FOUR (24) HOURS. NO OTHER LIABILITY WILL ATTACH TO AT&T. THIS LIMITATION WILL NOT APPLY TO: (i) BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE; OR (ii) SETTLEMENT, DEFENSE OR PAYMENT OBLIGATIONS UNDER THE "THIRD PARTY CLAIMS" PARAGRAPH.

6.13.2 NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES.

6.13.3 These disclaimers and limitations of liability will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise and whether damages were foreseeable. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

6.14 Third Party Claims

6.14.1 AT&T agrees at its expense to defend or settle any claim against Customer, its Affiliates, and its and their employees and directors, and to pay all compensatory damages finally awarded against such parties where the claim alleges that a Service Component infringes any patent, trademark, copyright, or trade secret, except where the claim arises out of: (i) Customer's or a User's content; (ii) modifications to the Service by Customer or third parties, or combinations of the Service with any services or products not provided by AT&T; (iii) AT&T's adherence to Customer's written requirements; or (iv) use of the Service in violation of this Agreement. AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the alleged infringing Service so that the Service becomes non-infringing, or failing that to terminate the Service without further liability to Customer.

6.14.2 AT&T WILL HAVE NO DUTY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY OR ALL SETTLEMENTS, DAMAGES, COSTS AND OTHER AMOUNTS INCURRED BY CUSTOMER ARISING FROM THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BASED ON SOFTWARE, EQUIPMENT AND/OR SUPPLEMENTAL SERVICES FURNISHED UNDER THE AGREEMENT.

6.14.3 Customer agrees at its expense to defend or settle any claim against AT&T, its Affiliates, and its and their employees, directors, subcontractors, and suppliers, and to pay all compensatory damages finally awarded against such parties where: (i) the claim alleges that a Service infringes any patent, trademark, copyright or trade secret, and falls within the exceptions under (i)-(iv) above; or (ii) the claim alleges a breach by Customer, its Affiliates, or Users of a software license agreement governing software provided with the Services.

6.15 Import/Export Control: Customer, not AT&T, is responsible for complying with import and export control laws, conventions and regulations for all equipment, software, or technical information Customer moves or transmits between countries using the Services.

6.16 ARBITRATION: ALL CLAIMS OR DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT) AND ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE SECTION IS NULL AND VOID.

6.17 General Provisions: This Agreement and any pricing or other proposals are confidential to Customer and AT&T. Neither party may publicly disclose any confidential information without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for



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further authentication or authorization. This Agreement may not be assigned by Customer without the prior written consent of AT&T, which consent will not be unreasonably withheld or delayed. AT&T may: (i) assign in whole or relevant part its rights and obligations under this Agreement to an Affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations. Any claim or dispute arising out of this Agreement must be filed within two years after the cause of action arises. This Agreement does not provide any third party (including Users) any remedy, claim, liability, cause of action or other right or privilege. Regulated Service Components will be governed by the law and regulations applied by the regulatory commission having jurisdiction over that Service Component. Otherwise, this Agreement will be governed by the law and regulations of the State set forth above for Customer's address, without regard to its conflict of law principles. This Agreement is limited to Service provided in the United States. The United Nations Convention on Contracts for International Sale of Goods will not apply. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control, such as fire; flood; lightning; earthquakes; power failures or blackouts; severe weather; explosions; wars or armed conflicts; national, state or local emergencies; civil disobedience; shortage of labor or materials; labor disputes, strikes, or other concerted acts of workers (whether of AT&T or others); embargoes; acts of God; acts of terrorism, or acts of vandalism or acts otherwise known as "Force Majeure". Any notice required or permitted under this Agreement must be in writing and addressed to the parties at the address below. This Agreement constitutes the entire agreement between the parties concerning the Service and supersedes all other written or oral agreements. This Agreement will not be modified or supplemented by any written or oral statements, proposals, service descriptions, or purchase order forms.

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning the circumstances under which E911 service using a Voice Over IP system may not be available or may be in some way limited by comparison to using traditional wireline telephone service. Such circumstances include, but are not limited to, relocation of the end user's telephone sets or other equipment, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database. The advisories are further provided at <http://new.serviceguide.att.com>.

MOBILITY SERVICES - Complete the appropriate section below. "Yes" if you will be ordering Mobility Service under this Agreement during the Term, "No" if you have an existing AT&T Mobility contract that you do not want to replace or if you will not be ordering Mobility Services under this Agreement.			
Yes - Mobility Services	Customer's Initials	No - Does not wish to have Mobility Services	Customer's Initials
Terms and conditions specified below in Section 5 apply.		Terms and conditions specified below in Section 5 do not apply.	<i>ja</i>

By signing below, the person signing on behalf of customer personally represents and warrants to AT&T that he or she has the authority and power to sign on behalf of Customer and bind Customer to this Agreement. Customer understands and agrees to be bound by the terms and conditions for service as described in the attached terms and conditions, including but not limited to all terms and conditions incorporated by reference. **THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.** This Agreement is effective when signed by both Customer and AT&T Corp. ("Effective Date")

Customer (by its authorized representative)		AT&T Corp. (by its authorized representative)	
By: <i>Joseph Leary</i>		By: <i>Kathleen Bartlett</i>	
Name:		Name:	KATHLEEN BARTLETT
Title: <i>mdg. Partner</i>		Title:	CONTRACT SPECIALIST - CUSTOMER CONTRACTS
Date: <i>3/25/13</i>		Date: 03/29/13	CS NR2947

Letter of Authorization ("LOA")

Customer Name: NE Ohio Medical Management	Customer Account #:	Customer Full Address & Zip: 5500 Market St, Boardman, OH, 44512 Tel # 3307582862	Customer Contact: Joseph Levy Tel. #: 3307582862 eMail josephlevy@peoplepc.com
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1. I authorize and appoint AT&T as my agent to take the steps necessary to switch providers, including to handle all arrangements with the Local Exchange Company(s) (LEC), to change (or establish) AT&T Long Distance Service, 'Local Toll' Service, Local Service and International Service to AT&T. AT&T may, upon Customer's express authorization in each instance, offer such service for all telephone lines associated with the main Billed Telephone Number(s) (BTNs) specified in the table below, and to issue instructions to and to otherwise deal with the LEC regarding the BTNs.

2. I understand that: a) only one carrier may be designated for Long Distance Service ("out-of-state" in Connecticut) on any individual telephone number; b) only one carrier may be designated for 'Local Toll' Service, (and in Connecticut "in-state") on any individual telephone number; c) only one carrier may be designated for Local Service on any individual telephone number; and, d) only one carrier may be designated for International Service on any individual telephone number.

3. I understand that Customer may be required to pay a one time charge per line to switch providers. If Company later wishes to return to its current service provider, Company may be required to pay a reconnection charge to that company.

4. Customer Authorizes AT&T to Establish or Switch Services Checked to AT&T for the telephone numbers listed in Attachment A to this LOA.	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">Long Distance</td> <td style="text-align: right;"><input checked="" type="checkbox"/> YES</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Local (Intrastate) Toll</td> <td style="text-align: right;"><input checked="" type="checkbox"/> YES</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Local Service</td> <td style="text-align: right;"><input checked="" type="checkbox"/> YES</td> </tr> <tr> <td style="border-bottom: 1px solid black;">International Service (For Hawaii Only)</td> <td style="text-align: right;"><input type="checkbox"/> YES</td> </tr> </table>	Long Distance	<input checked="" type="checkbox"/> YES	Local (Intrastate) Toll	<input checked="" type="checkbox"/> YES	Local Service	<input checked="" type="checkbox"/> YES	International Service (For Hawaii Only)	<input type="checkbox"/> YES	
Long Distance	<input checked="" type="checkbox"/> YES									
Local (Intrastate) Toll	<input checked="" type="checkbox"/> YES									
Local Service	<input checked="" type="checkbox"/> YES									
International Service (For Hawaii Only)	<input type="checkbox"/> YES									
5. Customer expressly acknowledges that its authorization is applicable to the locations or to the BTNs and WTNs in the United States listed in Attachment A to this Authorization.	AT&T will maintain a record of any such locations, and of the Billed Telephone Numbers (BTNs), and Working Telephone Numbers (WTNs) to which this Authorization applies. If under Customer's term agreement with AT&T it can add telephone numbers during the course of the term, Customer may add WTNs under this Authorization without the need to modify this LOA or submit a new LOA. (Customer can only select 1 Option for Authorization).	<input checked="" type="checkbox"/> YES								

This Authorization revokes any prior such authorization for the services involved here, and may be revoked at any time, and shall continue in force unless and until revoked by the Customer. I understand that by signing this document I am authorizing a change in Customer's current telecommunication service provider for the telephone numbers listed in Attachment A to this LOA. By signing below, the person signing on behalf of Customer personally represents and warrants to AT&T that he or she has the authority and power to sign on behalf of Customer.

Customer: (Full Legal Business Name) NE Ohio Medical Management	
By: (Signature) (Customer completes) 	
Print Name (Customer completes) Joseph Levy	
Title (Customer completes) Partner	
DATE 8/25/12	

EXHIBIT 5

Papa, Christine Z.

From: LAUNHARDT, LAURA L <LL513S@att.com>
Sent: Thursday, November 14, 2013 8:31 AM
To: susan.cerimele@neomedonline.com; BECKY.MORAIN@NEOMEDONLINE.COM
Subject: FW: AT&T Billing Dispute Account # 330R113084281 RDS Tracking # 091013BSW51929DC

November 14, 2013

Joseph Levy
Ne Ohio Medical Management
LL513S@att.com

RE: Account Number: 330R113084281

Dispute Tracking Number: 3088137
Request Tracking Number: 091013BSW51929DC

Dear Joseph Levy,

This is to inform you that your dispute for the account referenced in the above tracking number in the total amount of \$30,000.00 has been resolved. After a thorough investigation into your claim it has been determined that no adjustment is warranted at this time.

All dollar amounts billed on the disputed invoices are correct and due at this time. If permitted by law and by terms of service with AT&T, a late payment charge will be assessed on any past due amount determined to be accurate at the time of dispute resolution.

Thank you for using AT&T, we value your business. You may be receiving a customer satisfaction survey to evaluate your level of satisfaction with the RESOLUTION I've provided. A very satisfied customer experience is our objective and I would like the opportunity to earn a VERY SATISFIED rating from you. As your customer service professional, if you have further questions on this request please call me at the phone number listed below.

Sincerely,

TRACY JONES
AT&T Business Solutions ~ Customer Care
888-222-6206-3552442

cc:

THIS IS AN AUTOMATED EMAIL. PLEASE DO NOT REPLY TO THIS MESSAGE.
ALL REPLIES TO THIS MESSAGE WILL BE AUTOMATICALLY DELETED.

EXHIBIT 6

AT&T
PO Box 5093
Carol Stream, IL 60197-5093



February 04, 2014

NE OHIO MEDICAL MANAGEMENT
% JOSEPH LEVY
127 CHURCHILL HUBBARD RD
YOUNGSTOWN, OH 44505-1386

RE: 330-R11-3084 281

Dear Customer,

You have ignored our previous attempts to collect payment on your delinquent telephone account, 330-R11-3084 281 in the amount of \$32,404.45. We extend to you this final opportunity to resolve this matter by February 14, 2014.

We must receive your payment of all undisputed charges. If we do not receive your payment, your account will be referred to an outside collection agency for further collection action. Your account may be referred to a nationwide credit bureau.

To obtain authorized payment agency locations or to make a payment over the phone call AT&T Ohio at 1-800-288-2020.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

Thank you for your prompt attention to this matter.

Sincerely,

AT&T Credit & Collections

Due by Date: February 14, 2014

Account Number 330-R11-3084 281

Please include your account number on your check.

Amount Due: \$32,404.45

Amount Enclosed: _____

NE OHIO MEDICAL MANAGEMENT
% JOSEPH LEVY
127 CHURCHILL HUBBARD RD.
YOUNGSTOWN, OH 44505-1386

Make Checks Payable to:

AT&T
PO BOX 5080
CAROL STREAM IL 60197-5080

37.001.002228.01.01.0000000 NNNNNNNY 4451.4451



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