TITLE SHEET

OKLAHOMA

OPERATOR SERVICE PROVIDER TARIFF

OF

(Name of Company)
(Street Address of Company)
(City and State)
(Telephone Number)
(Toll Free Telephone Number)

Pursuant to OAC 165:57 OPERATOR SERVICE PROVIDER ("OSP") RULES

Pages 1 through 7 and Sections 1, 2 and 3 (pages 8 through 20) contain the standard OSP tariff utilized by the Public Utility Division. Section 4 contains a description of the Company's services and the rates and charges for those services.

The notarized signature of the Company's authorized agent below affirms and certifies that the Company adopts Sections 1-3 as its approved tariffs and its agreement that the standard tariffs in Sections 1-3 will not be changed for the **6-month period** following the effective date of the original tariff.

Anything submitted in Sections 4 that conflicts with Sections 1-3 and Commission rules, policies and orders is void on its face.

(Authorized Agent of Company)

Subscribed and sworn to before	e me this day of	, 200
(Seal) My Commission expires:	Notary Public	
Issued:	Company Name Issuing Officer	Effective:
	Address City, State, Zip	Authorized Agent Initials:

TABLE OF CONTENTS

	Page
Title Sheet	1
Table of Contents	2
Check Sheet	3
Symbols	4
Tariff Format	5
Applicability of Tariff	6
Accessibility of Tariff	6
Section 1 - Terms and Abbreviations	7
Section 2 - Rules and Regulations	.10
Section 3 – Description of Services	.17
Section 4 - Rates	*

* NOTE: The Company shall insert the appropriate page numbers for Section 4.

Issued:	

CHECK SHEET

Pages listed below of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date of the bottom of this pages.

<u>PAGE</u>	<u>REVISION</u>
1	Original
2	Original
2 3 4	Original
	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
*	*
*	*

^{*} List each additional page contained in Sections 4 and 5 of this tariff.

NOTE: Future revisions to these original tariff pages shall include an updated Check Sheet. Such Check Sheet shall include an (*) beside the applicable page number and the caption "Revision No. __".

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	City, State, Zip	Authorized Agent Initials:

SYMBOLS

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

(AT)	means addition to text
(C)	means correction
(CP)	means change in practice
(CR)	means change in rate
(CT)	means change in text
(DR)	means discontinued rate
(FC)	means change in format lettering or numbering
(MT)	means moved text
(NR)	means new rate
(RT)	means removal of text

In addition to symbols for changes, each provision or rate element changed will contain a vertical line which will clearly show the exact number of lines being changed.

Issued:	Company Name	Effective:
	Issuing Officer	
	Address	
	City State Zin	Authorized Agent Initials:

TARIFF FORMAT

- A. Page Numbering Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 4 and 5 would be 4.1.
- B. Page Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 4 cancels the 3rd revised Page 4.
- C. Paragraph Numbering Sequence There are five levels of paragraph coding. Each level of coding is subservient to its next higher level:

2

2.1

2.1.1

2.1.1.(A)

2.1.1.(A).1

D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision.

Issued: _____ Company Name
Issuing Officer
Address

Effective:_____

City, State, Zip

APPLICABILITY OF TARIFF

This tariff contains the description of the services offered, the terms and conditions under which each of the services are provided and all effective rates and charges applicable to the furnishing of operator services of the Company within the State of Oklahoma. Only those services, terms and conditions and rates and charges approved by the Oklahoma Corporation Commission and contained in this tariff may be provided to Customers within the State. Filed tariffs are binding on the Company and no deviation of any kind from the filed tariff is permitted.

ACCESSIBILITY OF TARIFF

This tariff is on file with the Oklahoma Corporation Commission and the Company's principal place of business:

(Name of Company) (Street address) (City, State, Zip code)

These tariffs are available for viewing, during normal business hours, at the Commission or the Company's principal place of business. Additionally, copies are available upon request, free of charge, by contacting the Company at (toll free number).

Issued:	Company Name Issuing Officer	Effective:
	Address City, State, Zip	Authorized Agent Initials:

SECTION 1 - TERMS AND ABBREVIATIONS

"Access code" means the preliminary digits that a user must dial to be connected to a particular outgoing trunk group or line.

"Aggregator" means any person or entity that, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises for intrastate telephone calls including calls using an operator services provider; i.e., customers of an OSP. Aggregators include, but are not limited to, hotels, motels, hospitals, universities, airports, gas stations, and to the extent permitted by law, payphone service providers. Aggregator does not include inmate-only coinless phones provided by correctional institutions but shall include telephones provided for use by the public in visitation areas of correctional institutions.

"Answer supervision" means a network control signal sent from the terminating location to the originating location to inform the originating location that a call has been answered and a network control signal from the originating end to the terminating end to inform the terminating end that a calling party has hung up. In the public switched network, the answer supervision signal is used to start and stop billing for a call.

"Billing agent" means an entity which provides bills to an end-user for services received from an OSP.

"Blocking" means any and/or all of the following: (1) The formatting of data into blocks for purposes of transmission, storage, checking, or other functions. (2) Denying access to, or use of, a facility, system, or component. (3) The failure of a telecommunications network to meet a user service demand, because of the lack of an available communications path.

"Brand" means the audible and distinct identification by the OSP to the consumer of the OSP presubscribed by the aggregator.

"Call splashing" means the transfer of a telephone call from one OSP to another such provider in such a manner that the subsequent provider is unable or unwilling to determine the location of the origination of the call and, because of such inability or unwillingness, is prevented from billing the call on the basis of the actual originating location.

"Commission" means the Oklahoma Corporation Commission.

"Complaint" means any oral or written report given to an OSP by an aggregator or consumer of an OSP's service and/or the Commission's Consumer Services Division relating to dissatisfaction with the provision of or the rate(s) charged for the OSP's service(s). Each complaint shall count as a separate report regardless of whether subsequent reports relate to the same situation giving rise to the dissatisfaction with the provision of or the rate(s) charged for the OSP's regulated services.

"Consumer" means any person initiating any intrastate telephone call using the assistance of a live or automated operator or any person receiving an intrastate telephone call handled by an OSP in which the called party will be paying for the service.

"Customer trouble report" means any oral or written report given to the OSP's repair service or contact person by an aggregator or consumer of an OSP's service and/or the Commission's Consumer Services Division relating to a defect or difficulty or dissatisfaction with the provision of the OSP's services. Each trouble report shall count as a separate report regardless of whether subsequent reports relate to the same defect, difficulty, or dissatisfaction with the provision of the OSP's regulated services.

''End-user''	means	the	consumer
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Issued:	Company Name	Effective:
	Issuing Officer	
	Address	
	City, State, Zip	Authorized Agent Initials:

Order No. (Company Name)

"Equal access" means a condition where the local exchange access service offered by a telephone company is made available in equal kind, quality and price to all long distance companies. Equal access also describes a condition where customers may choose for themselves the interexchange carrier to which their long distance calls are to be routed, using the same number of dialed digits regardless of which interexchange carrier is chosen.

Oklahoma Tariff No. 1

Original Page No. 8

"Equal access code" means an access code that allows the public to obtain access to the carrier associated with that code: i.e., 101XXXX.

"FCC" means Federal Communications Commission.

"ILEC" means an Incumbent Local Exchange Company, as defined in OAC 165:55.

"Interexchange telecommunications carrier" ("IXC") means any person, firm, partnership, corporation, or other entity, except incumbent LECs, resellers or OSPs, engaged in furnishing regulated interexchange telecommunications services under the jurisdiction of the Commission.

"InterLATA call" means any call which is originated in one LATA and terminated in another LATA.

"Interstate call" means any call which is originated in one state and terminated within the boundaries of another state.

"Intrastate call" means any call which is originated and terminated within the boundaries of the State of Oklahoma, regardless of whether such call is routed across state boundaries prior to reaching its termination point.

"Joint aggregator" describes a situation where more than one party exercises control over telephone equipment, whether through ownership of the equipment, control of access to the equipment or some other means. Each party is jointly responsible as an aggregator under these rules.

"LATA" means Local Access and Transport Area as defined in the Code of Federal Regulations. Title 47 Part 53.3.

"LEC" means local exchange company, which is a telephone company authorized by the Commission to provide telephone service in a telephone exchange or exchanges.

"Operator service provider" ("OSP") means any common carrier that provides intrastate operator services or any other person or entity determined by the Commission to be providing operator services.

"Operator services" means the initiation of any intrastate telecommunications service, including, but not limited to, services from an aggregator location, or to presubscribed customers, which services include, as a component, any automated or live assistance to a consumer to arrange for billing or completion, or both, of an intrastate telephone call.

"Payphone service provider" means any person, firm, partnerships, corporation, cooperative corporation or other lawful entity providing payphone service as defined in OAC 165:58.

"Presubscribed customer" means a customer that has indicated their choice of a primary interexchange carrier for use at their location. The customer's toll calls will then be routed to their presubscribed interexchange carrier, unless the customer designates otherwise, on a per-call basis, by use of a carrier access code.

"Reseller" means any person, partnership, cooperative corporation, or lawful entity that offers telecommunications services to the public through the use of the transmission facilities of an underlying carrier or a combination of its own facilities and the transmission facilities of an underlying carrier for resale to the public for profit, as defined in OAC 165:56.

"Rules of Practice" means OAC 165:5.

Issued:	Company Name	Effective:
	Issuing Officer	
	Address	
	City, State, Zip	Authorized Agent Initials:

Cause No.
Order No.
(Company Name)

Oklahoma Tariff No. 1 Original Page No. 9

"Service" means telecommunications service in its broadest and most inclusive sense, and includes any and all acts done, rendered, or performed and any and all things furnished or supplied by the OSP in the provision of regulated offerings to consumers.

"Streamlined tariff revision(s)" means revision(s) proposed by an OSP which will become effective without notice and hearing or order of the Commission, in the time frame established in OAC 165:57-7-5, unless suspended.

"Telecommunications service provider" means all authorized providers of local exchange service, whether an incumbent LEC or a competitive LEC as defined in OAC 165:55.

"Zero minus ("0-") call" means an operator-assisted call where the calling party dials zero ("0") for an operator and waits until an operator comes on the line. The caller then states the telephone number they want to reach and the nature (person-to-person, collect, etc.) of the call.

"Zero plus ("0+") call" means an operator-assisted call where the calling party dials zero ("0") followed by the number being called, including the area code. This dialing pattern is used mostly for collect, credit card, person-to-person and third-party billed calls. The caller indicates the type of call after dialing is completed and an operator may come on line.

Issued:	Company Name	Effective:
	Issuing Officer	
	Address	
	City, State, Zip	Authorized Agent Initials:

SECTION 2 - RULES AND REGULATIONS

INDEX

		Page
2.1	Undertaking of Company	11
2.2	Limitations	11
2.3	Use of Service	12
2.4	Liabilities of the Company	12
2.5	Billing and Billing Disputes	13
2.6	Taxes	14
2.7	Equipment	15
2.8	Installation and Termination	15
2.9	Payment for Service	15
2.10	Cancellation of Service by Customer	15
2.11	Returned Check Charge	

Issued:

Company Name Issuing Officer Address City, State, Zip Effective:_____

SECTION 2 - RULES AND REGULATIONS (Continued)

2.1 - UNDERTAKING OF COMPANY

- 2.1.1 GENERAL The Company's services are furnished for telecommunications originating and terminating within the State of Oklahoma under terms of this tariff.
- 2.1.2 GENERAL The Company installs, operates, and maintains the telecommunications services provided herein under the accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.
- 2.1.3 OSP The Company's operator-assisted service is an intrastate communications service to be offered via Aggregator telephones to Consumers for transmission of telecommunications to locations throughout the State of Oklahoma, other parts of the United States and foreign countries. The services provided by the Company enable hotels/motels, hospitals, payphone service providers, businesses and government establishments and others to offer operator-assisted services to End-users.
- 2.1.4 OSP Payment of usage charges and surcharges are the responsibility of the End-user or called party.

2.2 - LIMITATIONS

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Aggregator or Customer, as applicable, is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 The Company does not offer services for resale by Customers unless such Customer has been granted a Certificate of Convenience and Necessity by the Commission to provide such services in the State of Oklahoma.
- 2.2.5 All facilities provided under this tariff are directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company.

Issued:	Company Name	Effective:
	Issuing Officer	
	Address	
	City, State, Zip	Authorized Agent Initials:

2.3 - USE OF SERVICE

- 2.3.1 The Company's service(s) may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of such service(s).
- 2.3.2 The use of the Company's service(s) to make calls which might reasonably be expected to frighten, abuse, torment, or harass another, or in such a way as to unreasonable interfere with use by others, is prohibited.
- 2.3.3 The use of the Company's service(s) without payment for service(s) or attempting to avoid payment for service(s) by fraudulent means or devices, schemes, false or invalid numbers, false credit cards or false Phone Cards of the Company's or false numbers of such cards, is prohibited.
- 2.3.4 Resale of the Company's service(s) by Customers is prohibited unless and until the Customer has provided the Company with proof that the Customer has been granted a Certificate of Public Convenience and Necessity to provide such service(s) in the State of Oklahoma.
- 2.3.5 The Company's service is available for use twenty-four (24) hours per day, seven days per week.
- 2.3.6 The Company does not transmit messages pursuant to the tariff, but its services may be used for that purpose.
- 2.3.7 The Company's service(s) may be denied for nonpayment of charges or for other violations of this tariff.

2.4 - LIABILITIES OF THE COMPANY

2.4.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors or defects in transmission which occur in the course of furnishing service(s) or facilities in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

Issued:	Company Name
	Issuing Officer
	Address

Effective:____

City, State, Zip

- 2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by an underlying carrier, by an Act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the company's direct control.
- 2.4.3 The Company will make no refund of overpayment by a Customer unless the claim for overpayment, together with proper evidence, is submitted.
- 2.4.4 The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Customer-specific identifying codes issued for use with the Company's services.
- 2.4.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service(s) which is not the direct result of the Company's negligence.

2.5 - BILLING AND BILLING DISPUTES

- 2.5.1 Bills to end-users shall be issued monthly, unless the Company's approved terms and conditions of service prescribe a different interval. Bills may be issued on a billing cycle. All end-users shall receive their bills via the United States mail, unless the end-user agrees with the Company to receive a bill through different means, such as electronically via the Internet. Whatever the method of delivery, bills shall comply with OAC165:56-10-2.
- 2.5.2 The Customer is responsible for all charges including all calls placed from the Customer's location or by use of the Customer's authorization code(s).
- 2.5.3 Unless otherwise authorized by the Commission, bills shall be payable immediately upon receipt and past due twelve (12) days after the date of the Company mailing or after any deferred payment date previously established either by oral or written agreement between an end-user and the Company. The date after which the bill is past due shall be stated on the bill. If the bill is not paid when past due, the reseller may apply late payment charges on any unpaid balance for regulated telecommunications services as provided in its filed, approved tariffs. Payment shall not be considered late if it is received by the due date at an authorized office.
- 2.5.4 If a Customer's bill is not paid by the due date printed on the bill, the Company may impose a late charge of 1.5% per month on the delinquent amount.

Issued:	Company Name	Effective:
	Issuing Officer	
	Address	

Authorized Agent Initials: ___

City, State, Zip

- 2.5.5 a) In the event of a dispute between a customer and a reseller regarding charges billed by the reseller, the reseller shall investigate the particular case and report the results thereof to the customer. During the period that the disputed amount is under investigation, the reseller shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The customer shall be required to pay the undisputed part of the bill, and if not paid, the reseller may discontinue service.
 - (b) In the event the dispute is not resolved, the reseller shall inform the customer that the customer may utilize the complaint procedures of the Commission's Consumer Services Division. The information to be provided to consumers shall be:
 - (1) The street address of the Consumer Services Division, which is Oklahoma Corporation Commission, Consumer Services Division, 2101 N. Lincoln Blvd. Suite 460, Oklahoma City, OK 73105.
 - (2) The mailing address of the Consumer Services Division, which is P. O. Box 52000, Oklahoma City, OK 73152-2000.
 - (3) The telephone numbers of the Consumer Services Division, which are (405) 521-2331 and (800) 522-8154.
 - (4) The hours of operation of the Consumer Services Division, which are 8:00 a.m. to 4:30 p.m. Monday through Friday.

(5)

- 2.5.6 The Company must provide notice to affected end-users of any increased rate of a noncompetitive service at least twenty (20) days prior to implementation of said increase. Customer Notice of a rate increase shall comply with OAC 165:56-5-12.
- 2.5.7 The Company shall provide notice to affected residential customers of any increased rate for a service determined to be competitive, prior to or concurrent with the effective rate increase. Customer Notice of a rate increase shall comply with OAC 165:56-5-12.

2.6 - TAXES

The Customer is responsible for payment of any sales, use, gross receipts, excise or other local, state and federal taxes, charges or assessments, however designated (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of the Company's services.

- 2.6.1 All state and local sales taxes are listed as separate line items on the Customer's bill and are not included in the quoted rate(s).
- 2.6.2 Other taxes, charges and the regulatory assessment shall be identified in the aggregate on the Customer's bill and shall not be included in the quoted rate(s).

Issued:	Company Name	Effective:
	Issuing Officer	
	Address	

Authorized Agent Initials: _____

City, State, Zip

2.6.3 Such taxes, charges, and assessments shall be billed to the Customers receiving service(s) within the territorial limits of such state, county, city or other taxing authority. Such billing shall allocate the tax, charge and/or assessment among Customers uniformly on the basis of each Customer's monthly charges for the types of service made subject to such tax, charge and/or assessment.

2.7 - EQUIPMENT

The Company's facilities and service(s) may be used with or terminated in Customer-provided terminal equipment or Customer-provided telecommunications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at its premises, including personnel, wiring, electrical power, and the like, incurred in the use of the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission

2.8 - INSTALLATION AND TERMINATION

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

2.9 - PAYMENT FOR SERVICE

- 2.9.1 All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a LEC, credit card company, or other billing service. The terms and conditions for billing, payment and collection, including without limitation, any late payment charge, specified in the LEC's local exchange service tariff shall apply to charges of the Company when the LEC serves as the billing agent for the Company or buys the Company's accounts receivables. Terms of payment shall be according to the rules and regulations of the agency, but must comply with the Commission's rules and regulations.
- 2.9.2 Adjustments to the Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.10 - CANCELLATION OF SERVICE BY CUSTOMER

A Customer may cancel service by providing written or verbal notice to the Company.

2.11 - RETURNED CHECK CHARGE

If a check offered by a Customer for payment of service provided is dishonored, a returned check charge shall be applied in the amount of \$25.00.

	SECTION 3 - DESCRIPTION OF SERVICE	
Issued:	Company Name	Effective:
	Issuing Officer	
	Address	
	City, State, Zip	Authorized Agent Initials:

INDEX

		<u>Page</u>
3.1	General	31
3.2	General Operations - OSPs	31
3.3	General Operations - Aggregators	33
3.4	Immediate Routing of Emergency Calls	34

Issued:

Company Name Issuing Officer Address City, State, Zip Effective:_____

3.1 - GENERAL OPERATIONS - OSPs

3.1.1 The Company shall:

- (A) Brand to the End-user at the beginning of each telephone call. For third-party or collect calls, similar identification shall be made to the Consumer who is responsible for payment.
- (B) If subscribing to a LEC's 0- Transfer or similar service, not knowingly take any action that would deny other OSPs who subscribe to said 0- Transfer or similar service an equal opportunity of being offered to and chosen by the End-user where the End-user is indifferent to the OSP who carries the call.
- (C) Permit the End-user to terminate the telephone call at no charge before the call is connected.
- (D) Disclose immediately to the End-user, upon request and at no charge to the End-user:
 - (1) A quote of its rates or charges for the call;
 - (2) The methods by which such rates or charges will be collected; and,
 - (3) The methods by which complaints concerning such rates, charges, or collection practices will be resolved.
- (E) Withhold payment (on a location by location basis) of any compensation, including commissions, to Aggregators if such provider reasonably believes that the Aggregator is:
 - (1) Blocking access to intrastate common carriers by means of "800", "950", or 10XXX access codes.
 - (2) Blocking access to the LEC operator on 0- calls.
 - (3) Blocking access to emergency services in violation of the requirements of the Commission.
- (F) Not bill for unanswered telephone calls in areas where equal access and answer supervision is available.
- (G) Not knowingly bill for unanswered telephone calls where equal access is not available.

Issued:	Company Name	Effective:
	Issuing Officer	
	Address	
	City, State, Zip	Authorized Agent Initials:

- (H) Not engage in call splashing, unless the End-user requests to be transferred to another provider of operator services, and the End-user consents to be transferred after it has been informed, prior to incurring any charges, that the rates for the call may not reflect the rates from the actual originating location of the call.
- (I) Except as provided in (H), not bill for a call that does not reflect the location of the origination of the call.
- (J) Be prohibited from billing and collecting any Aggregator surcharges not specifically outlined in this tariff. In no case shall the tariffed Aggregator surcharge exceed the amount of one dollar (\$1.00).
- 3.1.2 The Company, if using automated equipment that will, under certain circumstances, transfer a call to another carrier, will be allowed to brand after the input of billing information, to avoid Consumer confusion.
- 3.1.3 The Company shall not use the name of another party in the brand, unless that party has consented in writing to the use of its name in the brand.
- 3.1.4 The Company shall regularly publish, to coincide with the publishing requirements of the FCC, and make available at no cost to inquiring Consumers, written materials that describe any recent changes in operator services and in the choices available to Consumers in that market.

3.2 GENERAL OPERATIONS - AGGREGATORS

- 3.2.1 The Company shall ensure, by contract or tariff, that each Aggregator for which the Company is the presubscribed provider of operator services is in compliance with the requirements of this Subsection.
- 3.2.2 The Company shall have joint responsibility and liability for noncompliance as Aggregators, unless otherwise agreed to in writing by the parties. This "Joint Aggregator" status must be determined based on the facts of each situation.
- 3.2.3 Aggregators/Joint Aggregators shall:
 - (A) Post signage on or near telephones that are presubscribed to the Company. The signage will state the following information:
 - (1) The name, address, and toll-free telephone number of the Company;
 - (2) A written disclosure that the rates for all operator-assisted calls are available on request, and that consumers have a right to obtain access to the intrastate carrier of their choice and may contact their preferred intrastate carriers for information on accessing that carrier's service using that telephone;

Issued:	Company Name	Effective:
	Issuing Officer	
	Address	
	City, State, Zip	Authorized Agent Initials:

- (3) The name, address, hours of operation (8:00 a.m. 4:30 p.m., Monday through Friday), and toll free telephone number of the Consumer Services Division of the Commission, to which the End-user may direct complaints and questions regarding operator services; and,
- (4) The amount of any property surcharge applicable to the Aggregator's phones and billed and collected by the Company.
- (B) Ensure that each of its telephones presubscribed to the Company allows the Consumer to use "800", "950" and 10XXX access code numbers to obtain access to the OSP desired by the Consumer.
- (C) Ensure that no charge by the Aggregator to the End-user for using an "800", "950" or 10XXX access code number, or any other access code number, is greater than the amount the Aggregator charges for calls placed using the services of the Company.
- (D) Directly route all "0-" calls to the LEC operator without charge to the caller.
- (E) In addition to the requirement of Subsection 3.2.3(A)(1)-(4) above, an OSP/aggregator shall disclose, audibly and distinctly, to the end-user, at no charge and before connecting any intrastate 0+ call, how to obtain the total cost of the call, including any and all surcharges, or the maximum possible total cost of the call, including any and all surcharges, before providing further oral advice to the end-user on how to proceed to make the call.
- (F) The oral disclosure required in this subsection shall instruct end-users that they may obtain applicable rate and surcharge quotations either, at the option of the provider of operator services, by dialing no more than two digits or by remaining on the line.
- 3.2.4 The Company's identification in the brand must be consistent with the Company's identification on the signage posted on or near the Aggregator's telephones.

3.3 - IMMEDIATE ROUTING OF EMERGENCY CALLS

- 3.3.1 The Company shall connect an emergency call immediately to the emergency service provider that responds to the type of reported emergency at the site of the emergency, if known, or, if not known, to the originating location of the call.
- 3.3.2 In the case of automated systems, the End-user will be directed through a call sequence that allows them to speak with a "live" operator who will process the emergency call.
- 3.3.2 No billing shall apply to emergency calls.

SECTION 4 - DESCRIPTION OF RATES

Issued:	Company Name	Effective:
	Issuing Officer	
	Address	
	City, State, Zip	Authorized Agent Initials:

Cause No.
Order No.
(Company Name)

Oklahoma Tariff No. 1 Original Page No. <u>20</u>

INDEX

Issued: ____ Company Name
Issuing Officer
Address

Address City, State, Zip Effective:_____