

**SBC Companies**

Focal Communications Corporation filed a letter requesting an adoption under Section 251/252 of the FTA96 of the Interconnection Agreement between Ameritech and Coast to Coast Telecommunications, Inc.

The attached agreement will be filed with the Commission for approval and will terminate on the same date as the underlying document. The following information is specific to the new agreement:

Effective date of Agreement	November 27, 2001
Termination date of Agreement	September 18, 2003
Notice Information (paragraph #):	29.10

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**Focal Communications Corporation  
Of Michigan**

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**SBC Telecommunications, Inc.  
as agent for Ameritech Michigan**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Print or Type)

Title: President - Industry Markets

Date: \_\_\_\_\_

Date: \_\_\_\_\_

AECN/OCN# \_\_\_\_\_

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Since this Agreement is an adoption of an existing approved Interconnection Agreement, The term "Effective Date" throughout the Agreement (excluding the title page and Preamble) shall mean November 27 2001. The change in "Effective Date" within the Agreement is only intended so that the Parties may meet the operation obligations of the Agreement and in no way is intended to extend the Agreement beyond the termination date of the adopted Agreement.

This Agreement is the result of Requesting Carrier's adoption of the terms and conditions of that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated September 18, 2000 by and between Ameritech Michigan and Coast to Coast Telecommunications, Inc. (the "Coast Agreement"). This Agreement does not represent a voluntary or negotiated agreement under Section 252 of the Act but instead merely represents Ameritech's compliance with what Requesting Carrier maintains is its rights under Section 252(f) of the Act. Filing and performance by Ameritech of this Agreement does not in any way constitute a waiver by Ameritech of its position of the illegality or unreasonableness of any rates, terms, or conditions set forth in this Agreement, nor does it constitute a waiver by Ameritech of any rights and remedies it may have to seek review of this Agreement or the Coast Agreement, or seek review in any way of any provisions included in this Agreement as a result of Requesting Carrier's election under Section 252(f) of the Act. The Parties acknowledge that in no event shall any of the rates, terms, and conditions set forth in this Agreement apply to any products or services purchased by Requesting Carrier prior to the later of (i) the date the Commission approves this Agreement under Section 252(e)(4) of Act, and (ii) absent such Commission approval, the date this Agreement is deemed approved under Section 252(e) of the Act.

Neither Ameritech nor Requesting Carrier's execution of this Agreement and compliance with the terms and conditions of this Agreement shall be construed as or is intended to be a concession or admission by either Party that any provision in this Agreement or the Coast Agreement complies with the rights and duties imposed by the Act, a decision by the FCC or the Commission, a decision of the courts, or other Applicable Law, and both Ameritech and Requesting Carrier specifically reserves their respective full rights to assert and pursue claims arising from or related to this Agreement. Ameritech further contends that certain provision of this Agreement, including, without limitation, Sections 9.1.2 and 9.2 are inconsistent with Ameritech's rights under the Act as interpreted by the United States Supreme Court in AT&T Corp. v. Iowa Utilities Board, 119 S. Ct. 721 (1999). Ameritech reserves its rights, notwithstanding anything to the contrary in this Agreement, to exercise its rights as described in the Footnote of Section 9.2 of this Agreement, and Section 29.3 of this Agreement, and/or to seek appropriate legal and/or equitable relief.

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996**

**Dated as of September 18, 2000**

**by and between**

**AMERITECH MICHIGAN,  
By SBC TELECOMMUNICATIONS, INC.  
its authorized agent**

**and**

**COAST TO COAST TELECOMMUNICATIONS, INC.**

6.2.6 If Switched Access Summary Usage Data is not submitted to Ameritech in a timely fashion or if it is not in proper format as previously defined and if as a result Ameritech is delayed in billing IXC, late payment charges will be payable by Coast to Ameritech. Late payment charges will be calculated on the total amount of late access usage charges at the rate of 0.000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late. Excluded from this provision will be any detailed usage records not provided by Ameritech in a timely fashion.

### 6.3 Errors or Loss of Access Usage Data.

6.3.1 Errors may be discovered by Coast, the IXC or Ameritech. Each Party agrees to use reasonable efforts to provide the other Party with notification of any discovered errors within two (2) Business Days of such discovery. All claims by a Party relating to errors or loss of access usage data shall be made within thirty (30) calendar days from the date such usage data was provided to that Party.

6.3.2 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data. If such reconstruction is not possible, the Parties shall use a reasonable estimate of the lost data, based on twelve (12) months of prior usage data; provided that if twelve (12) months of prior usage data is not available, the Parties shall base the estimate on as much prior usage data that is available; provided, however, that if reconstruction is required prior to the availability of at least three (3) months of prior usage data, the Parties shall defer such reconstruction until three (3) months of prior usage data is available.

### 6.4 Payment.

The Parties shall not charge one another for the services rendered pursuant to this Article VI.

### 6.5 Limitation of Liability Applicable to Meet-Point Billing Arrangements.

In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data or developing a substitute based on past usage in accordance with Section 6.3.2. This Section 6.5 shall apply to Meet Point Billing arrangements in lieu of the provisions of Articles XXIV and XXV.

## ARTICLE VII TELECOMMUNICATIONS CARRIER (TC) SERVICES

### 7.1 Ancillary Services Traffic.

7.1.1 This Section 7.1 applies to Ancillary Services Traffic which originates from (i) Coast's Resale Services Customers via Resale Services or (ii) Coast's physical switch which, in each case, terminates to the applicable information services platform connected to Ameritech's network.

7.1.2 Coast shall be responsible for and pay for all charges associated with Ancillary Services Traffic whether such services are ordered, activated or used by Coast, Coast's Customer or any other person gaining access to the services through Coast.

7.1.3 Upon receipt of a request by Coast when it submits an order for Ameritech resold lines, Ameritech shall provide call blocking services for Ancillary Services Traffic (on a per line basis) to Coast as Ameritech provides such blocking services to its own retail Customers, to the extent permitted under Applicable Law. If Coast utilizes its own or a third party switch, Coast must establish blocking for Ancillary Services Traffic.

7.1.4 Coast may elect to bill and collect for Ancillary Services Traffic by indicating its agreement to comply with the terms and conditions set forth in Schedule 7.1. If Coast has elected to bill and collect for Ancillary Service Traffic but fails to comply with the terms and conditions set forth in Schedule 7.1, Ameritech may, in addition to exercising any other rights and remedies under this Agreement, block such traffic, to the extent permitted under Applicable Law.

## 7.2 BLV/BLVI Traffic.

7.2.1 Busy Line Verification ("BLV") is performed when one Party's Customer requests assistance from the operator bureau to determine if the called line is in use.

7.2.2 Busy Line Verification Interrupt ("BLVI") is performed when one Party's operator bureau interrupts a telephone call in progress after BLV has occurred. The operator bureau will interrupt the busy line and inform the called party that there is a call waiting.

7.2.3 Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLVI Traffic between the Parties' networks. When Coast does not use Ameritech's operator bureau, each Party shall route BLV/BLVI Traffic inquiries over separate direct trunks (and not the Local/IntraLATA Trunks) established between the Parties' respective operator bureaus. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architecture defined in Article III, consistent with the Plan.

7.2.4 Each Party shall compensate the other Party for BLV/BLVI Traffic as set forth at Item IV of the Pricing Schedule.

## 7.3 Transit Service.

7.3.1 Ameritech shall provide Coast Transit Service as provided in this Section 7.3.

7.3.2 "Transit Service" means the delivery over the Local/IntraLATA Trunks of (i) Local Traffic and IntraLATA Toll Traffic that (x) originates on Coast's network and

terminates to a third party LEC, ILEC or CMRS (such third parties collectively referred to as a "Transit Counter-Party") and (y) originates on the Transit Counter-Party's network and terminates to Coast and (ii) 800 IntraLATA Toll Traffic that originates and terminates between one (1) or more IntraLATA Telecommunications Carriers, including third party LECs, ILECs and CMRSs (collectively, "IntraLATA 800 Traffic"), as more fully described in Section 7.3.9.

7.3.3 Coast shall route Transit Traffic via Ameritech's Tandem Switches, and not at or through any Ameritech End Office.

7.3.4 The Parties agree that interconnection arrangements with Transit Counter-Parties to deliver Terminating Transit Traffic are not currently in place and an interim arrangement will facilitate traffic completion on an interim basis. Accordingly, until the date on which Coast enters into an arrangement with such Transit Counter-Party to deliver Terminating Transit Traffic to Coast and (ii) the date Transit Traffic volumes originated by Coast exceed the volumes specified in Section 7.3.5, Ameritech will provide Coast with Transit Service. Coast agrees to use commercially reasonable efforts to enter into agreements with Transit Counter-Parties as soon as possible after the Effective Date.

7.3.5 If the traffic volumes originated by Coast and transited to a Transit Counter-Party at any time equals or exceeds 500,000 minutes of use per month over two (2) consecutive months, the Implementation Team will develop a migration plan for Coast to Interconnect directly with such Transit Counter-Party within sixty (60) days of the end of the second consecutive month.

7.3.6 To the extent that the originating party of a call delivers each call to Ameritech's network with SS7 CCIS and the appropriate Transactional Capabilities Application Part ("TCAP") message, Ameritech will deliver such information to the terminating party.

7.3.7 Coast shall not bill Ameritech for any Transit Service traffic or unidentified traffic (i.e., no CPN) unless otherwise agreed in writing by Ameritech.

7.3.8 Coast shall compensate Ameritech for Transit Service as follows:

- (a) For Local Traffic and IntraLATA Toll Traffic originating from Coast that is delivered over the Transit Service ("Originating Transit Traffic"), Coast shall:
  - (1) Pay to Ameritech a Transit Service charge as set forth in the Pricing Schedule; and
  - (2) Reimburse Ameritech for any charges, including switched access charges and Reciprocal Compensation, that a Transit Counter-Party imposes or levies on Ameritech for delivery or termination of any such Originating Transit Traffic.

- (b) For Local Traffic and IntraLATA Toll Traffic that is to be terminated to Coast from a Transit Counter-Party ("Terminating Transit Traffic") (i) that is not subject to Primary Toll Carrier ("PTC") arrangements (regardless of whether Ameritech is the PTC) and (ii) that Ameritech has a transiting arrangement with such Transit Counter-Party that authorizes Ameritech to deliver such traffic to Coast ("Other Party Transit Agreement"), then Ameritech shall deliver such Terminating Transit Traffic to Coast and such third party LEC or CMRS provider (and not Coast) shall be responsible to pay Ameritech the applicable Transit Service charge.
- (c) For IntraLATA Toll Traffic which is subject to a PTC arrangement and where Ameritech is the PTC, Ameritech shall deliver such IntraLATA Toll Traffic to Coast. Upon receipt of verifiable Primary Toll records, Ameritech shall reimburse Coast at Coast's applicable tariffed terminating switched access rates. When transport mileage cannot be determined, an average transit transport mileage shall be applied as set forth on the Pricing Schedule. Ameritech shall provide to Coast such information or documents as may be necessary to permit Coast to identify those independent carriers operating in LATA 340 and OCN's for those independents for whom Ameritech is the PTC.

7.3.9 IntraLATA 800 Traffic shall be exchanged between the Parties as follows:

- (a) Queried IntraLATA 800 Traffic may be delivered to Ameritech over the Local IntraLATA Trunks and if Ameritech performs the 800 query function, over the Access Toll Connecting Trunks. If the Local/IntraLATA Trunks are used and Coast performs the 800 query function, the IntraLATA 800 Traffic will be recorded as toll calls. If the Access Toll Connecting Trunks are used, Ameritech will not record the IntraLATA 800 Traffic.
- (b) The Parties shall provide to each other IntraLATA 800 Access Detail Usage Data for Customers billing and IntraLATA 800 Copy Detail Usage Data for access billing. EMR exchange between the Parties will use the standard centralized message system delivery systems (CMDS). The Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only.
- (c) IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating party, regardless of which Party performs the 800 query. Since IntraLATA 800 Traffic may not be identified with a unique