

The "Senior" — Senior Housing Telecom Report — For "Retail" and "Bulk" Right of Entry Agreements

How much is your facility paying for Video and/or Internet services used by your residents? What options exist for updating and/or upgrading offerings to ensure residents choose your building instead of your competition?

What are the terms for your current obligation to pay your provider?

- a. Is the rate reasonable? What should it be? Can the quality of service be upgraded? b. How can your building ensure the <u>highest quality</u> while ensuring the <u>lowest price</u>?
- What restrictions are included with each provider?
- a. Are there marketing restrictions/prohibitions in the existing contracts?
- b. Are there Internet restrictions/prohibitions regarding wiring for various providers?
- c. Can the existing provider deliver any higher quality with the existing wiring?

 *If not what plans exist to increase quality and lower cost?

What are the terms for each provider?

- a. When are the expiration dates?
- b. What are the auto-renewal terms?
- c. What are the notices required to terminate the auto-renewals or agreements, and to whom do those notices need to be sent?
- d. Can other video or Internet providers be brought in as retail or bulk? If so, what should costs be for these additional services?

Key Recommendations

- a. Stay with current video provider or obtain bids for new video providers.*Who and why?
- b. Consider Internet options available for residents and/or staff.*Who and why?

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A 49% rate reduction with 216% more channels? Really?

A 120 unit Assisted Living Facility (ALF) in Florida had a per unit rate in excess of \$38 per month for Standard Definition video service and 60 channels. CCNG was engaged to determine a better rate and upgraded service. After extensive negotiations with the existing provider, it was determined that only a new provider could get the rate down and quality up. The new provider provided 130+ High Definition channels with significant rewiring of the existing building for a final rate 49% lower. CCNG also negotiated this to be done without any upfront costs by the facility operator. End result: Happy residents, happy families, lower overhead rates, and a strong, competitive advantage for the building operator.

NOTE Right of Entry" (ROE) agreements often combine "Bulk" service obligations. Generally, bulk obligations must be considered in relationship to the ROEs required by federal and/or local law for providers to offer services. ROEs should not be considered without analyzing the ramifications on all telecom agreements and must be treated with legitimate diligence to prevent contractual and legal conflict. CCNG does NOT provide legal services, but does offer detailed analysis and negotiation services backed by legal teams, as required.

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^{**} Please email or call us with any questions. CCNG places a very high priority on educating stakeholders about what these agreements mean and how they can positively and/or negatively affect your facility's value. Call CCNG.**