



## **Marketing Services Agreement**

**Date:** August 9, 2019

**"Client":**

Rosecrance Health Network  
1021 North Mulford Road  
Rockford, IL 61107  
Attn: Anne Boccignone

**" HS":**

Healthcare Success, LLC  
2860 Michelle Dr., Suite 230  
Irvine, CA 92606  
Phone: (800) 656-0907  
Attn: Accounting

**\*Note: This Agreement supersedes the Agreement covering the period of July 2019 signed by both parties July 1, 2019.**

### **MARKETING PARTNERSHIP PROGRAM** (includes up to 30 hours per month)

#### **Strategy, Consulting and Account Management**

- Ongoing marketing consulting, program management and strategic advice from your team.
- Conference calls as required

#### **Performance Maximization Strategies**

- Access to your 24/7 online performance reporting platform
  - Call tracking for all external media and online marketing
  - Call recording (included but optional)
  - Metrics include number of phone calls, form fills, estimated cost per inquiry, impressions, clicks, etc.

#### **Ongoing Online Marketing Support**

- Website Strategies (Wordpress only)
  - Managed hosting for (includes monitoring, site performance, optimization and testing, etc.)
- Reputation Management Program
  - HS will provide Client with a reputation management platform that automatically requests reviews from patients and shares positive responses on Client website and rating sites.
  - Tracks reviews on Facebook & Google - provides alerts of any negative feedback

#### Creative Services to Support Ongoing External Advertising Efforts

- As required by HS media buy
  - Update newspaper and magazine ads, radio and TV scripts, billboards for factual data like screenings or tracking numbers
  - Periodic new and/or revised ads, up to once a quarter (production not included)

#### DIGITAL ADVERTISING PROGRAM

- Pay-per-Click Keyword management on Google Adwords, Yahoo/Bing Networks, Facebook and/or other networks (as appropriate)
- Display management on Google Adwords, Yahoo/Bing Networks, Facebook and/or other networks (as appropriate)
- Paid Social Media
- Google Analytics Setup and Optimization (Goal URL's, Goal Conversions, Goal Tracking)
- Call Tracking Setup and Reporting
- Comprehensive Reporting with Data Analysis

#### B2B Marketing

- HS will create a series of marketing-based emails for the purpose of a B2B referral strategy that involves:
  - Marketing Automation & Strategy – includes up to 20 emails annually
  - Copywriting with up to 2 rounds of revisions
  - Art/Design - photo selection and optimization
  - Implementation

#### Core Search Engine Optimization (SEO)

- Ongoing on-page optimization including keyword research and strategy, tags, URL structures, etc.
- Blog posts - up to 2 per month
- Reputation Management

#### Enhanced Search Engine Optimization (SEO)

Note: The above marketing activities will be ongoing. Like any marketing campaign, activities may be phased in and prioritized as appropriate.

#### Offline Advertising Media Buying

HS will act as the Client's exclusive agent to plan, negotiate, purchase, audit and reconcile various offline advertising media on behalf of Client, including offline media and/or online media. Unless clearly delineated to the contrary above, HS's charges for media buying services will be billed separately from the marketing services described above, and will be charged to Client's credit card described below.

Details about media buying may be found in Addendum Exhibit A, Section 2 C.

#### Agreement Term and Payments

The initial term of this Agreement will be for 12 months following mutual execution of this Agreement (the "Initial Term"). Payments for services (excluding media buying services) are due monthly, in advance, the first being due to begin.

**Payments - \*see attached Exhibit A for Monthly Payment Schedule**

**Marketing Partnership Program:**

\$60,000 (\$5,000 for July = PAID)

**Core Search Engine Optimization:** (includes Reputation Management)

\$7,500 (\$2,500 for July = PAID)

**Enhanced Search Engine Optimization:**

\$99,182

**B2B Marketing:**

\$36,000 (\$3,000 for July = PAID)

**Digital Advertising:**

\$212,318 (\$22,250 for July = PAID)

\$ 15,000 for Teen Campaign (included in March 2019 MSA) \$7,500 for July = PAID

**Offline Advertising:**

\$205,000 (\$15,000 for July = PAID)

\$ 40,000 for Teen Campaign (included in March 2019 MSA) \$30,000 in July = PAID

**Total Gross Budget Months 1-12 \$675,000**

**Total PAID in July \$85,250**

**Balance Due for the period August 2019-June 2020 \$589,750 of which \$17,500 is included in the March 2019 MSA**

**Renewal Terms and Termination**

Following the Initial Term, this agreement will automatically renew for successive One Year "Renewal Terms," at the same monthly rate, unless either party provides written notice of its intent not to renew no more than ninety (90) days but no less than sixty (60) days in advance of the end of the term then in effect. Any notice received with less than 60 days' notice will result in auto renewal for an additional Renewal Term.

Billing name and address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Miscellaneous.** The fees quoted in this Agreement are valid for thirty (30) days from the contract date set forth on the first page of this Agreement. Media buying, printing, broadcast production, fulfillment and applicable sales tax are additional unless specified otherwise. The Terms and Conditions attached as **Exhibit A** is incorporated into this Agreement by this reference and made a part of this Agreement.

Client's signature below is deemed authorization for HS to proceed with the services described in this Agreement.

Client: **Rosecrance**

By: Phil Eaton  
Name

Date 8-12-19

Its: CEO VP of Communications & Development

Ane Robinson

Healthcare Success, LLC

By: Sgt. J. M. Mennin  
Authorized HS Representative

Date 08/13/19

Its: \_\_\_\_\_

**CLIENT AUTHORIZATION FOR DIRECT PAYMENT VIA CREDIT CARD/CHECK/WIRE TRANSFER**

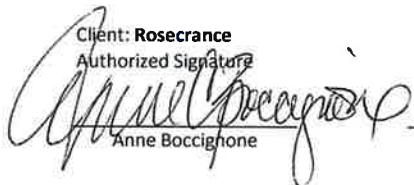
By its signature below, Client authorizes HS to charge the credit card listed below, utilize a wire transfer or provide a company check for all monthly payments due under this Agreement.

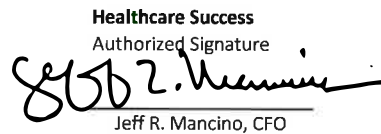
Payment Method: ☐ MasterCard ☐ VISA ☐ AMEX ☒ **Check** ☐ Wire Transfer

Credit Card Number: \_\_\_\_\_ Card Expiration (mo/yr): \_\_\_\_\_

**MSA EXHIBIT A**

	July	August	September	October	November	December	January	February	March	April	May	June	Total
Monthly Management (includes Strategy, Management, Reporting)	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	60,000
Core SEO (including reputation management)	2,500	2,500	2,500										7,500
Enhanced SEO				6,612	6,612	6,612	13,225	13,225	13,225	13,225	13,225	13,225	99,182
Digital Advertising (PPC, Display, paid social)	22,250	25,614	25,614	19,836	19,836	19,836	13,222	13,222	13,222	13,222	13,222	13,222	212,318
Digital Advertising (Teen Campaign)	7,500	7,500											15,000
B2B Marketing (includes marketing automation, strategy and up to 20 emails as noted in June 6 email and content calendar)	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	36,000
Traditional Advertising	15,000	17,000	32,000	5,000	16,000		28,000	28,000	10,000		26,000	28,000	205,000
Traditional Advertising (Teen Campaign)	30,000	10,000											40,000
<b>Total Fiscal 2020 Budget</b>	<b>85,250</b>	<b>70,614</b>	<b>68,114</b>	<b>39,448</b>	<b>50,448</b>	<b>34,448</b>	<b>62,447</b>	<b>62,447</b>	<b>44,447</b>	<b>34,447</b>	<b>60,447</b>	<b>62,447</b>	<b>675,000</b>
<b>Less: Amounts Included in March 2019 MSA (\$37,500 for July = PAID)</b>	<b>(37,500)</b>	<b>(17,500)</b>											<b>(55,000)</b>
<b>Net Fiscal 2020 Budget</b>													<b>620,000</b>
<b>Total Monthly Digital + Enhanced SEO Budget</b>				26,448	26,448	26,448	26,447	26,447	26,447	26,447	26,447	26,447	
<b>Enhanced SEO as % of Total Digital + Enhanced SEO Budget</b>				25%	25%	25%	50%	50%	50%	50%	50%	50%	

Client: **Rosecrance**  
 Authorized Signature  
  
 Anne Boccighione  
 Date 8/12/19

**Healthcare Success**  
 Authorized Signature  
  
 Jeff R. Mancino, CFO  
 JRM  
 Date