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June 26, 2007

BY HAND

Ms. Marlene H. Dortch
Secretary
Federal Communications Commission
236 Massachusetts Ave., N.E.
Suite 110
Washington, D.C. 20002

FILED/ACCEPTED

JUN 26 2007

Federal Communications Commission
Office of the Secretary

Attn: Melanie Godschall, Investigations and Hearings Division
Enforcement Bureau, Room 4-C330

Re: Station WSBT-TV, South Bend, IN
File No. EB-06-IH-3705

Dear Ms. Dortch:

We represent WSBT, Inc, the licensee of WSBT-TV ("WSBT"), South Bend, Indiana. We are responding to the Commission's letter of inquiry ("LOI") dated April 26, 2007 concerning the alleged use of a video news release ("VNR") in a news report aired by WSBT on October 17, 2006. A Declaration under penalty of perjury of Meg M. Sauer, News Director of WSBT, verifying the truth and accuracy of the statements made in this response is attached. The responses to the FCC's questions are as follows:

Question 1

WSBT **did not receive nor did it air** the VNR provided by the American College of Physicians. WSBT did air, on October 17, 2006, a health story on irritable bowel syndrome provided by a syndicator, Empowered Media ("EMM"). This report, produced by EMM, contained 3.5 seconds of video from the 1:56 VNR. The short clip was video of a woman walking into a woman's restroom used as background footage. The clip did not identify any product or, indeed, show anything other than generic footage of the woman. WSBT was unaware that this 3.5 seconds of video was taken from a VNR. WSBT did not use any video of any product taken from the American College of Physicians VNR.

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- a. WSBT **never received** the VNR in question. WSBT did receive a health story on irritable bowel syndrome from EMM on October 17, 2007. WSBT was unaware that story contained 3.5 seconds of video from the VNR.
- b. WSBT **did not receive the VNR** from the American College of Physicians, nor any accompanying materials.
- c. WSBT received the health story that included the short video clip from the VNR from "Daily Health Feed", Empowered Medical Media, LLC, 500 5th Avenue, Suite 1900, New York, NY 10110.
- d. WSBT aired the health story it received from EMM without editing. That health story contained 3.5 seconds of video taken from the VNR.
- e. The health story incorporating the brief video from the VNR was aired October 17, 2006 at approximately 11:20 p.m.
- f. The VNR material was part of the "Your Health Matters" segment of WSBT News 11@11. Two VHS copies of that segment are being provided to the Commission with this response. WSBT does not have, and never has had, a copy of the VNR distributed by the American College of Physicians.
- g. A written transcript of the segment aired on WSBT is attached to this response.
- h. WSBT was not aware that any of the material in the video provided to it by EMM contained material from a VNR or needed sponsor identification. Indeed, nothing in the 3.5 seconds of video of a woman walking into a rest room taken from the VNR would appear to require sponsorship identification as no product is identified, seen or discussed. WSBT purchased "Daily Health Feeds" from EMM in October of 2006 (copy of contract enclosed). These reports were produced by EMM's employees, Dr. Mike Rosen and crew. Since WSBT had no reason to inquire about the sponsorship of any material, it did not undertake any investigation.
- i. WSBT had no reason to believe that any person involved in the production of the Daily Health Feed segment was paid or promised any consideration for inclusion of any material in the segment. Indeed, nothing in the report of the Center for Media and Democracy ("CMD") that is the basis of the Commission's inquiry suggests that any consideration was paid by anyone for the use of the 3.5 seconds of background video. Further, the CMD report does not allege that the VNR was paid for by the manufacturer

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of any project; instead it appears to have been intended to promote the medical journal published by the American College of Physicians.¹

- j. WSBT did not identify any of the material in the segment as sponsored because it had no reason to believe that VNR material was used. Further, as set forth below, even if WSBT had been aware of the inclusion of material from the American College of Physicians VNR, no sponsorship identification would have been required under the Communications Act and the Commission's Rules.

Question 2

WSBT and its employees and representatives did not receive, nor were they promised, any consideration in exchange for airing the "Daily Health Feed" segment including the short video taken from the VNR. In fact, WSBT paid EMM to provide the segment.

Question 3

- a. The WSBT, Inc. handbook includes compliance forms for Section 317 of the Communications Act of 1934 (copy enclosed). Every employee at WSBT is required to sign this form as well as sign an acknowledgment of receipt of a handbook explaining these obligations. These forms are resigned every year. Several memos to the news staff explaining WSBT's strict policy on use of VNR material are attached. These memos date from both before and after the segment containing a snippet of VNR material was aired.
- b. Copies of WSBT's written policies on sponsorship identification and use of VNRs are attached.
- c. VNRs sent to WSBT are usually thrown out as standard operating procedure. If a VNR is received that contains video or sound that is deemed newsworthy, a news manager must be consulted on the use of the VNR. If, for example, the US Army provided video of armored HUMVVEES in action in Iraq, we might use that footage. WSBT would clearly identify the source of this footage, both audibly and visually. It is strictly against WSBT News policy to receive payment or consideration for the broadcast of any news segments.

* * * *

¹ The CMD report does allege that one or more drug manufacturers supported the research that was discussed in the VNR, but even if that claim were true, that would not establish that the VNR discussing that research would have to be aired with sponsor identification. Of course, WSBT did not in fact air the VNR or any identifiable portion of it.

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There is no Basis for Concluding that WSBT Willfully Violated the Act or the Rules

Although CMD claimed in its report that WSBT used the VNR supplied by the American College of Physicians, WSBT did not air that VNR. In fact, it never received the VNR. Instead, WSBT aired a syndicated news item on the subject discussed in the VNR. The producer of the syndicated news item used 3.5 seconds of generic video of a woman walking into a rest room from the VNR as background footage. The syndicated producer of the news item did not disclose to WSBT that the background video had been taken from a VNR. These facts do not establish any violation of the Communications Act or the Commission's sponsorship identification rules.

- WSBT did not receive any money, service or other consideration for airing the 3.5 seconds of background video; indeed WSBT paid the producer of the syndicated news item.
- There is nothing in the CMD report that formed the basis for the Commission's LOI that suggests that the syndicator who prepared the news item that was aired by WSBT received any consideration for using the material from the VNR; the syndicator has affirmed to WSBT that it did not receive any consideration from the American College of Physicians or from the manufacturer of any product. In fact, the news item included an interview questioning the conclusions of the report discussed in the American College of Physicians VNR.

While Section 317(a)(1) of the Communications Act requires identification for any "matter broadcast by any . . . station for which any money, service or other valuable consideration is directly or indirectly paid [to] . . . the station so broadcasting," WSBT did not receive any consideration, directly or indirectly, for broadcasting the few seconds of VNR-based footage. Thus, there can be no argument that WSBT's broadcast of the syndicated news report in which the VNR material appeared required it to broadcast a sponsor identification.

It cannot be contended, as the CMD report appears to do, that the mere use of video or other material supplied to a station by another entity, without any material consideration for its airing, requires sponsorship identification. The proviso to Section 317(a)(1) makes clear that: "'service or other valuable consideration' shall not induce any service or property furnished without charge of at a nominal charge for use on, or in connection with, a broadcast unless it is so furnished in consideration for an identification in a broadcast of any person, product, service, trademark, or brand name beyond an identification which is reasonable related to the use of such service or property on the broadcast." *Accord* 47 U.S.C. § 508(f); 47 C.F.R. § 73.1212(a)(2). The proviso to Section 317(a)(1) was specifically enacted to overturn a Commission decision that interpreted Section 317 as requiring disclosure of any material provided to a station. *See* H.R. REP. No. 1800, 86th Cong., 2d Sess., *as reprinted in*, 1960 U.S.C.C.A.N. 3516. Since even

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the CMD Report does not allege that any consideration was paid by the American College of Physicians or any other person for the broadcast of any material, under the Act and the Commission's Rules no sponsor identification was required for WSBT's airing of the few seconds of background video.

Further, in similar circumstances, the Commission has held that "fleeting" uses of video do not give rise to regulatory obligations. A "fleeting" appearance by a political candidate on a station is not considered to be a "use" obligating the station to afford equal opportunities to the candidate's opponents. See *Political Broadcasting Primer*, 100 FCC 2d 1476, 1492 (1984). The 3.5 seconds of generic video aired by WSBT was similarly "fleeting," and required no sponsorship announcement.

Even had WSBT broadcast the VNR in its entirety, it would not have been required to broadcast a sponsorship identification. At the Commission's request, the House Report on the 1960 Amendments set out a number of examples intended to guide the Commission's interpretation of the proviso. See 1960 U.S.C.C.A.N. at 3538 (Letter from FCC Chairman Frederick W. Ford to the Honorable Oren Harris, dated May 20, 1960). The Commission has cited the House Report as an authoritative guide for interpreting the proviso. *National Association for Better Broadcasting v. Television Station KCOP(TV)*, 4 FCC Rcd 4988, 4990 n.8 (1989). Example 11 in the House Report states:

News releases are furnished to a station by Government, business, labor and civic organizations, and private persons, with respect to their activities, and editorial comment therefrom is used on a program. No announcement is required.

1960 U.S.C.C.A.N. at 3529. The video prepared by the American College of Physicians is squarely within this example in the House Report, and the Commission, therefore, could not penalize WSBT even if it had aired identifiable material from the VNR.

To be sure, Section 317(c) of the Act requires that a station "exercise reasonable diligence to obtain . . . from persons with whom it deals directly in connection with any program or program matter for broadcast . . . information needed to enable such licensee to make the announcement required by this section." *Accord* 47 C.F.R. § 73.1212(b). That statute did not, in these circumstances, impose any obligation on WSBT. First, the direct source of the news item containing the snippet of VNR material – the syndicator – did not supply any consideration for the use of the material on WSBT. Moreover, since use of material from a news release does not require the broadcast of any sponsorship identification, WSBT was under no obligation to inquire about the source of the video even if it had known that the few seconds of background footage came from a VNR.

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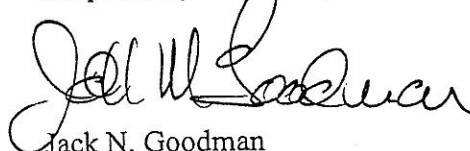
The imposition of any sanctions on WSBT for the broadcast of this news item would be directly contrary to the Commission's policy – required by the First Amendment and the ban on censorship in Section 326 of the Act – of not interfering with the news programming decisions of licensees. Only two weeks ago, the Media Bureau recognized that:

Because of this statutory prohibition, and because journalistic or editorial discretion in the presentation of news and public information is the core concept of the First Amendment's Free Speech guarantee, the Commission has very little authority to interfere with a licensee's selection and presentation of news and editorial programming.

Chicago Media Action and Milwaukee Public Interest Media Coalition, DA 07-2530 (rel. June 13, 2007); see also *Complaints Regarding Various Television Broadcasts Between February 2, 2002 and March 8, 2005*, 21 FCC Rcd 13299, 13326 (2006) (“it is imperative that we proceed with the utmost restraint when it comes to news programming.”). Expansion of the Commission's sponsorship identification rules to require stations to investigate the source of any video they air, no matter how brief, would substantially intrude the Commission into the news judgments of licensees, in violation of the Act and the Constitution.

Finally, WSBT's airing of the news item containing brief video from a VNR could not be viewed as a “willful” violation of the sponsorship identification requirements, even if they applied to the broadcast on WSBT. While WSBT was aware that it was broadcasting the news item received from a syndicator, it had no knowledge, and no basis for determining, that any material in that news item came from a VNR. There is nothing about the footage of a woman entering a rest room that could have alerted WSBT to its source in a VNR. While a licensee does not have to have had a conscious intent to violate the law for its conduct to be found “willful,” it must be aware that it is “doing the act in question.” *Southern California Broadcasting Co.*, 6 FCC Rcd 4387, 4388 (1991), quoting H.R. REP. NO. 765, 97th Cong., 2d Sess. 51 (1982). WSBT was not aware that the 3.5 seconds of video it broadcast came from a VNR; therefore, it could not be held to have willfully broadcast VNR material without sponsorship identification.

Respectfully submitted,



Jack N. Goodman
Counsel for WSBT, Inc.

WILMERHALE

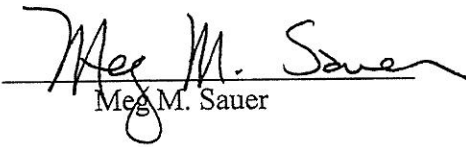
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Attachments

Statement of Meg M. Sauer

I, Meg M. Sauer, am News Director of WSBT-TV, South Bend, Indiana. I do state and declare under penalty of perjury as follows:

1. In response to the Letter of Inquiry issued by the Federal Communications Commission on April 26, 2007, concerning a broadcast on WSBT-TV, I directed the investigation into the circumstances surrounding that broadcast and the collection of the information requested of WSBT-TV by the Commission.
2. I have reviewed the response to the Letter of Inquiry. All of the factual statements made in the response are, based on my personal knowledge, true and correct.
3. All of the information and/or recordings requested in the Letter of Inquiry that are in the possession of WSBT-TV are being produced along with this response.


Meg M. Sauer

June 26, 2007

Transcript of "Your Health Matters"

Aired on WSBT-TV

October 17, 2006

OTS/95

D.

YHM

Daniel

There may be a new answer for a very common gastrointestinal disorder called Irritable Bowel Syndrome.

*vo/NAT SOUND

Irritable Bowel Syndrome

:00

It affects as much as 20 percent of the population.

There are treatments available.

But a new study looked at an antibiotic called Rifaximin, which stays in the gut and does not get absorbed into the rest of the body's systems.

After taking it 3 times a day for 10 days, patients say they felt better overall, and they reported less bloating.

But some experts question it's benefits.

*WIPE TO sot

Charles Gerson, M.D., Mt.

:00

THE THREE MAIN SYMPTOMS THAT DEFINE IRRITABLE BOWEL SYNDROME ARE ABDOMINAL PAIN, CONSTIPATION AND DIARRHEA, AND PATIENTS WHO READ ABOUT THIS STUDY SHOULD UNDERSTAND THAT NONE OF THOSE THREE SYMPTOMS IMPROVED IN THIS REPORT WITH TAKING THIS ANTIBIOTIC.

*sot/out

sot:16 o/c:"antibiotic."

*vo/CONT-----;

sot/out

Yet this study showed the antibiotic's beneficial effects remained for 10 weeks, after only 10 days of therapy; implying there is something beneficial occurring.

*vo/out

vo/out

Station License Agreement for
“Daily Health Feed”

A.

**STATION LICENSE AGREEMENT
DAILY HEALTHFEED**

THIS STATION LICENSE AGREEMENT ("Agreement") is entered into by and between Empowered Medical Media, LLC (the "Licensor") a New York corporation, having principal offices at 500 5th Ave., Suite 1900, New York, NY 10110 and

Date: 2/1/2006
Licensee: WSBT
Address: Schurz Communications
South Bend, IN 46601

Station Identification: CBS

DMA Territory: South Bend

Term:

Commencement Date: 2/1/2006

End Date: 1/31/2007

License Fee (per annum): \$15,000

Payment Due Date: \$3,000.00 (20%) due upon receipt. Then eleven (11) consecutive monthly payments of \$1000.00 beginning February 1, 2006.

Licensed Product: A series of television news inserts containing medical and health news stories featuring Dr. Mike Rosen ("Dr. Rosen") currently entitled "The Daily HealthFeed," distributed by Licensor and to be produced by Daily HealthFeed, LLC, (the "Producer").

In consideration of the mutual promises and conditions hereinafter set forth, the parties hereto agree as follows:

1. Grant of License – During the Term hereof, Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, a market exclusive and non-transferable license for the use of Licensed Product solely within regularly scheduled news programs of the Licensee in the foregoing DMA Territory. Licensee shall have the right to rebroadcast any content contained in the Licensed Product any number of times, without additional charge during the Term of this Agreement. Notwithstanding the foregoing, during the Term hereof, Licensor retains the right to withdraw such rebroadcast rights to selected Licensed Product by giving Licensee written notice thereof if, in the opinion of the Licensor, such content becomes outdated, inaccurate, otherwise inappropriate, or subjects any of the parties to liability or exposure under any law or regulation whether civilly and/or criminally. The license granted herein does not include use of the Licensed Product on the internet except that while Licensee is broadcasting the Licensed Product, Licensee may advertise and promote a shortened version of the Licensed Product on Licensee's own website on a non-exclusive basis, together with links to other relevant websites. Licensor retains exclusive internet broadcast rights to the Licensed Product.

2. Content of Licensed Product – On a daily basis, Licensor will supply to Licensee via PathFire (at the rate of five (5) medical/health news stories and two (2) long-format medical/health stories per week), which shall be disseminated fifty weeks per year. In addition, all content will be accompanied by relevant generic graphics, intros and tags, teases, scripts and promos.

3. Term of License - Unless otherwise terminated or canceled as provided herein, the initial Term hereof and license granted herein shall commence on the commencement indicated above and end on the end date indicated above.

4. License Fee - Licensee shall pay to Licensor without offset the annual License Fee as indicated above, which License Fee shall be paid in full by Licensee to Licensor on or before the Payment Due Date indicated above.

5. Protection of Licensed Product - Licensee acknowledges and agrees that, as between the parties, the Licensed Product is Producer's exclusive property and that Producer has exclusive rights to the trade name "Daily HealthFeed." Licensee will not make available to third parties the Licensed Product or any portion thereof without Licensor's prior written approval. Licensee further agrees that it shall make no substantive changes to any content of the Licensed Product without obtaining Licensor's prior written approval, which approval shall not be unreasonably withheld, except that Licensee may use the station's own on-air talent in lieu of Dr Rosen. Upon the termination, cancellation or expiration of the License, Licensee shall immediately return the Licensed Product to the Licensor. Licensee's right to rebroadcast or use content from the Licensed Product is limited to the Term of this Agreement. Licensee shall broadcast a copyright notice on the programming containing the Licensed Product hereunder, and said copyright notice shall be deemed to cover the Licensed Product as contained therein held in trust for Producer.

6. Music Performing Rights License - During the Term, Licensee shall maintain blanket music performance licenses with ASCAP, BMI, and SESAC covering any music in their catalogs in the Licensed Product.

7. Shipment and Packaging - Producer shall make the Licensed Product available via satellite uplink. Should Licensee require an alternative delivery method, Licensee shall notify Licensor of each such instance and pay the additional costs attributable to such alternative method.

8. Services - Licensee shall have the sole and exclusive responsibility for the selection, placement and use of the Licensed Product; provided, however, that the Licensed Product shall be used by the Licensee solely within its regularly scheduled news programs and in its stipulated DMA Territory.

10. No Warranty - The Licensed Product is provided on an "as is" basis and there are no warranties, express or implied, including, but not limited to, any warranty of merchantability or fitness for particular purpose. Licensee shall be solely responsible for the selection, use, efficiency and suitability of the Licensed Product and Licensor shall have no liability therefor.

11. Limitation of Liability - In no event shall Licensor be liable to Licensee for any direct, indirect, special or consequential damages or lost profits arising out of or related to this license agreement or the performance or breach thereof even if Licensor has been advised of the possibility thereof. Except for the indemnity provision of paragraph 10, Licensor's liability to Licensee hereunder, if any, shall in no event exceed the total amount of the License Fee actually paid to Licensor hereunder by Licensee.

12. Indemnity - (a) Notwithstanding paragraphs 10 and 11, Producer shall at all times during and after the Term hereof defend, indemnify and hold harmless Licensee and its officers,

directors, agents and employees, and their respective heirs, assignees, licensees, and successors, from and against any and all claims, action, damages, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of or caused by the use of the Licensed Product pursuant to this Agreement including, without limitation, claims that the Licensed Product infringes any patent, copyright, trade secret or other proprietary right or violates the rights of a third party (including, without limitation, claims for defamation and invasion of privacy) or arising out of or caused by breach of any warranty made by Licensor in this Agreement provided that Licensee gives Licensor written notice within ten (10) days of receipt of such claim, provides Licensor with all reasonable cooperation and information in Licensee's possession at Licensor's expense and delegates complete and sole authority to Licensor to defend or settle same.

(b) Licensee shall at all times during and after the Term hereof defend, indemnify and hold harmless Producer and its officers, directors, agents and employees, and their respective heirs, assignees, licensees, and successors, from and against any and all claims, action, damages, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of or caused by the breach of any provision of this agreement by Licensee, or from any alterations, additions, or changes made by the Licensee to the Licensed Product, or the broadcast by the Licensee of any material in connection with the Licensed Product other than material contained in the Licensed Product as delivered by Licensor.

13. Termination/Cancellation –

(a) Licensor may terminate this Agreement and any license granted to Licensee hereunder if (i) Licensee fails to pay Licensor any fees or charges as and when due, (ii) Licensee is in default of any other provision hereof and such default has not been cured within ten (10) days after Licensor gives Licensee written notice thereof, or (iii) Licensee becomes insolvent or seeks protection, voluntarily or involuntarily, under any bankruptcy law. In the event of any termination hereof, Licensor may (1) declare all amounts then due hereunder to Licensor for Licensed Product already delivered, or to be delivered to the end of the Term herein, to be immediately due and payable, (2) require that Licensee cease any further use of the Licensed Product or any portion thereof in whole or in part, and (3) cease performance of all of Licensor's obligations hereunder without liability to Licensee. Licensor's foregoing rights and remedies shall be cumulative and in addition to all rights and remedies available to Licensor in law and in equity.

(b) In the event Licensor is in default of any provisions hereof and such default has not been cured within ten (10) days after Licensee gives Licensor written notice thereof, Licensee may terminate this Agreement. In the event that Licensor does not deliver the contracted Licensed Product at the times required hereunder, Licensee's sole remedy shall be to terminate this Agreement with no further obligation of either party, and Licensee shall have no right to recovery for financial damages or losses (including costs and expenses) other than the return of any License Fees paid by Licensee for any period where Licensed Product was not delivered by Licensor pursuant to the terms of this Agreement.

14. Miscellaneous

(a) **Notices** - Any notice or payment required under this license agreement shall be addressed and forwarded by certified mail to Licensor and Licensee at the addresses described herein.

(b) Assignment – Licensor has the right to assign this license to any entity at its sole discretion without consent from Licensee. Licensee shall not have the right to assign this license agreement without prior written consent of Licensor, which consent shall not be unreasonably withheld. Licensee may assign this agreement to a parent, subsidiary or affiliated entity as long as such assignment does not affect any of Licensor's rights hereunder.

(c) Governing Law – This agreement shall be interpreted in accordance with the laws of the State of New York.

(d) Entire Agreement - This license agreement embodies all of the understandings and obligations between the parties with respect to the subject matter hereof. No amendment or modification of this license agreement shall be valid or binding upon the parties unless made in writing and signed on behalf of each of the parties.

(e) Severability - If any portion of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If any provision of this agreement is invalid or unenforceable, but by limiting such provision would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

(f) Waiver of Contractual Rights -The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

IN WITNESS WHEREOF the parties have executed this Station License Agreement on the Date indicated above.

Licensee:

By: _____
Its:

Licensor:

Empowered Medical Media, LLC

By: _____
Its: President



59 East 54th Street
Suite 21
New York, NY 10022

p 800 284 0604

dailyhealthfeed.com

DAILY HEALTHFEED MANAGEMENT TEAM

DR. MIKE ROSEN

Dr. Mike Rosen is a graduate of the Emory University School of Medicine and completed his residency in internal medicine at Emory University. He was board certified in internal medicine in 1992 and practiced in Atlanta from 1992-1997. He made the move to television while in practice appearing on "Good Day Atlanta" on WAGA-TV.

He became a full-time medical correspondent in 1997 and served as senior medical editor and reporter at WPXI-TV in Pittsburgh.

In September 2001, Dr. Rosen was named senior medical correspondent at WCBS-TV in New York and regularly filed reports for CBS Newspath.

ANGELINA CICALA

Emmy award winning news producer Angelina Cicala is a 2003 recipient of the Edward R. Murrow Award for Investigative Reporting. A native New Yorker, Angelina has worked exclusively in the New York news market for nearly a decade. After interning at ABC News "20/20" and WABC-TV, "Eyewitness News," she landed her first job as field producer and researcher at NBC's flagship station, WNBC-TV, News Channel 4, where she produced medical, consumer, investigative and business news.

She then moved on to WABC-TV, "Eyewitness News" where she headed up the "7 On Your Side" consumer news unit. Most recently, Angelina worked at WCBS-TV. While at CBS2 News, she received six Emmy nominations and worked in the special projects unit, producing everything from medical to investigative reports. Angelina holds a Master's Degree in Media Economics and is a member of Phi Beta Kappa.

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1:15 version

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Special Reports: (2 each week)
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dailyhealthfeed.com

DAILY HEALTHFEED

It's everything a news operation wants in a syndicated product!

EXCELLENT, RELIABLE CONTENT...EVERY DAY!

Daily HealthFeed provides daily breaking medical and health news stories with complete scripts...no evergreens! It's soup to nuts content that frees up your producers and reporters so they can work on other enterprise stories...you already have a great story "in the can" ready for air!

HITS THE BOTTOM LINE GOAL – RATINGS!

Remember, market research has shown health is among the most desired content by viewers. All the stories we deliver are produced with teasability in mind. Both the long and short format reports are highly promotable, cutting edge health and medical stories. They will drive up the ratings of your newscasts—count on them to hold your viewers through the click in the late news, or in that crucial time period during your early evening or morning newscast! That translates into real revenue, especially because you'll get even more of these reports during the crucial sweeps periods!

GIVES YOUR SALES DEPARTMENT A PROMOTABLE, SELLABLE SEGMENT!

Daily HealthFeed is a regular health report...and appeals to hospitals, pharmacies, insurance companies, and doctors with advertising dollars to spend. You'll actually *make* money by obtaining a sponsor to recoup the cost of the service...and then some!

PRODUCED BY THE BEST IN THE BUSINESS!

Award-winning journalists straight out of the New York market, who speak your language, know your newsroom's challenges...and who will be responsive to you when you have a story idea or needs. We want your feedback!! The team is lead by a physician with a decade of major market broadcasting experience, who understands how to deliver stories that will speak to your viewers.

**DAILY HEALTHFEED
FEEDING THE BEAST WITH THE VERY BEST IN HEALTH AND
MEDICAL COVERAGE!**