

**HEALTH CLIENTS SEARCH AND SERVICES AGREEMENT**  
**Healthcare 800 Appointment/Referral Systems**

THIS AGREEMENT, made this 11<sup>th</sup> day of April 2017, EMMANUEL BROWN effective on the 11 day of April, 2017 between EMMANUEL BROWN [hereinafter referred to as "Provider/Health Organization"] as an Independent Contractor, and Health Care Services Solutions Llc (HCSS), HealthCare800 , and its Partners [hereinafter referred to as "Corporation"] a Health Care Client Search and Services Organization.

WHEREAS, The Corporation agrees to provide services which includes clients search of persons needing health services, and forward such clients to Provider/Health, along with Customer services support to Provider, as well as other needed health operational services to Provider/Health Organization as needed and subsequently specified.

WHEREAS, The Provider/Health Organization agrees to deliver and or arrange for the delivery of health services to clients on the terms specified herein.

**I. DELIVERY OF SERVICES**

1.1 **The Corporation:** The Corporation agrees to search and provide clients/patients and health support services to Provider/Health organization for the delivery of health related services, medical treatment services, auxiliary health services, health and physical fitness services, nutritional services, laboratory services, technology diagnostic services, physical muscular therapy services, mental health services, dental health services, Sport health services and other health related services which may be sort by clients.

1.1 **Provision of Services to the Clients.** The Provider/Health Organization shall provide top quality services to the clients and shall at all time conduct themselves in accordance with the highest professional standards.

**II. COMPENSATION AND RELATED TERMS**

**1. Compensation.**

A. For the services rendered by Corporation, Provider/Health Organization shall pay Corporation a fee One Hundred and Ninety dollars (\$199) per each Provider/Health Organization (single Provider Organization only) per month or as revised by Corporation, and other designated collection fees for payments collected on behalf of Provider/Health Organization from clients by Corporation at 7-10% of collected amount depending on volume collected or as otherwise agreed between Provider/Health Organization with Corporation. Provider/Health Organization here by authorize Corporation to verify all and any health coverage of clients, payment or method of

financing health coverage of clients, obtain agreed portion of such payment/s and forward the reminder to Provider/Health Organization.

**2. PHYSICIAN'S OBLIGATION**

**2.1 Licensed/Good Standing.** The Provider agrees to remain licensed and/or registered in Field of Practice or business Services.

**2.2 Standards.** Health Clients and Services arranged by the Corporation and delivered to the Provider/Health Organization shall only be delivered within the scope and limitation of the Provider's licensure, training or experience to provide the appropriate health services.

**2.3 Proprietary Health Technology Concepts.** The Provider/Health Organization shall be listed in order of address zip code, Providers name in General IT Marketing concepts, IT health care technology, and other Promotional development concepts in other to promote Provider/Health organization to attract the maximum numbers of clients daily.

**2.4 Governing Law.** This Agreement shall be governed by and construed in accordance with the applicable federal laws and regulations and the laws of the State of Virginia.

**2.5 Assignments/Waivers/Force Majeure.** This Agreement shall insure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors, and assigns. No waiver by either party of any breach or violation of any provision of this Agreement shall operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provisions. Neither party shall not be liable for, nor deemed to be in default for any delay or failure to perform under this Agreement deemed to result, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquake, flood, failure of transportation, strikes or other work interruptions by either party's employees, technology failure or any other cause beyond the reasonable control of either party.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed in their names by the undersigned officers, the same being duly authorized to do so.

By:   
PROVIDER/HEALTH ORGANIZATION

Date: 04/11/2017

By:   
HEALTH CARE SERVICES SOLUTIONS Inc or Authorized Representative of the Corporation