

FREE HEALTH CARD – GROUP APPLICATION

This Group Application is needed for administrative purposes.

FREE ONLINE FULFILLMENT OF FREE HEALTH CARD:				<input type="checkbox"/> Yes	<input type="checkbox"/> No
Request for Free Health to print and mail color ID card and color fulfillment kit. One time fulfillment fee - \$8.00 per family. Includes shipping and handling.					
Number of Employees receiving Free Health Card:				x \$8.00 one time fulfillment fee	
Number of Eligible Employees		Fulfillment & Shipping Check Amount: \$		Check #:	
Proposed Effective Date: / /					
GROUP INFORMATION:					
Full Legal Name:					
Mailing Street Address:					
		City:	State:	Zip Code:	
Multiple Locations:		<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, number of locations and states:			
Human Resource Contact Person:					
Name:					
Title:					
Phone #:		Extension:		Fax #:	
Email address:					
Mail ID cards, booklets and certificates of coverage to:					
<input type="checkbox"/> Key Contact at Corporate Office <input type="checkbox"/> Participants Homes <input type="checkbox"/> Other: (Please Specify) _____					

FREE HEALTH CARD BENEFITS

- Online Doctor Office Visit
- Prescription Drug Savings
- Wal-Mart Vision Savings
- Savings on LASIK Surgery
- Savings on Lab Work
- Savings on Diagnostics
- Discounts at thousands of merchants: Dell, Barnes & Nobles, etc.

Note Savings only available at in-network at participating providers/vendors.

AGENT INFORMATION:			
Who solicited business?	Agent:	Agency:	
Agent / Agency Address:			
	City:	State:	Zip Code:
Phone #:	Extension:	Fax #:	
Email address:			

Employer agrees to all terms and conditions below and in this agreement and by signing this agreement agrees to be legally bound by such agreement.

FREE HEALTH CARDS TERMS AND CONDITIONS AND DISCLOSURES

Participating providers and vendors are available to provide MEMBERS services at less than RETAIL PRICE or for the online doctor office visits, at no cost. Amount saved may vary. By utilizing the Free Health Card Program, Employer, agent and MEMBER agrees to the terms and conditions of this Membership Agreement and acknowledges and consents to the release of medical information to providers and vendors of the Free Health card and to Free Health Inc., as necessary to provide Eligible Services.

DEFINITIONS

- A) MEMBER shall mean the person who has received the Free Health card, including all tax deductible/ legal dependent family members of the MEMBER who has been accepted by the Free Health Card Program. There is no charge for membership in the Free Health card and Free Health Inc/ Free Health card has the right to decline or non-renew or terminate any membership at any time any for any reason whatsoever.
- B) ADMINISTRATOR shall mean the Free Health Card Program.
- C) ELIGIBLE SERVICES shall mean access to medical SAVINGS, which is capable of being provided by Free Health card participating providers and vendors through participating FACILITIES and PROVIDERS, and it shall also mean online doctor office visits of which are provided for free and which there is no savings provided.
- D) FACILITY shall mean any ancillary or hospital that provides eligible services to MEMBERS.
- E) PROVIDER shall mean any physician or healthcare professional that provides eligible services to MEMBERS; also including Pharmacies.
- F) RETAIL PRICE shall mean the usual and customary fees charged by a participating FACILITY and/or PROVIDER.
- G) SAVINGS shall mean any amount less than the RETAIL PRICE charged by a FACILITY or PROVIDER. Amount saved may vary.

GENERAL PROVISIONS

The General Provisions of the Free Health Card Program are as follows:

- A) **BEST EFFORT.** Free Health Inc and Free Health Card Program shall use its best efforts to enlist an adequate number of PROVIDERs who will agree to provide Services to its MEMBERs. However, Free Health Inc/ Free Health Card Program does not assume any obligation if the PROVIDER Network is not sufficient to serve MEMBERs' needs. Free Health Inc./Free Health card shall not be responsible or liable for any provide that does not provide a savings or discount to MEMBER, and employer, agent and MEMBER all agree that there shall be no recourse to Free Health Inc./Free Health Card Program, and the sole recourse shall be directly against the provider or vendor not providing the discount or service.
- B) **OUT-OF-NETWORK PROVIDER.** If a MEMBER selects an OUT-OF-NETWORK PROVIDER, savings will be unavailable through this program. Free Health Inc/Free Health Card Program is not responsible when a MEMBER uses an out-of-network provider or vendor who does not participate in the Free Health Card Program. MEMBER is responsible for determining prior to the time of service at the providers office or pharmacy to determine if the provider still is an in-network provider. Free Health, Inc. is not responsible for a provider or pharmacy that does not provide a discount or service.
- C) **MEMBERSHIP CARD.** MEMBER will be provided with a Free Health card. Free Health card will be provided either by email or plastic ID card depending on the choice selected by the EMPLOYER. The MEMBER should present the membership card to provide proof of the right to services and to savings provided under the Free Health Card Program. By using the Free Health card or services, MEMBER agrees to the terms of membership which are included herein.
- D) **RELATED SERVICES.** On occasion, additional charges may be received by the Free Health card participating providers/vendors relating to Services received by a MEMBER, such as lab or radiology services provided at the request of the selected PROVIDER. If such related charges are sent to a vendor of Free Health Inc., MEMBER authorizes the specified Free Health card participating provider/vendor to process any charges as a part of the original Services. Notification of any additional charges of such services shall be sent to the MEMBER in the customary manner.
- E) **PAYMENT.** (1) MEMBERs will be responsible for any payment after either insurance and/or contracted discount is applied. This payment will be made directly to the FACILITY and/or PROVIDER of services. This payment will be coordinated by the medical network if the member has such benefit on their Free Health card with the PROVIDER, patient, and insurance company (if provided). (2) MEMBERs have the option to secure payment using the following methods or any combination thereof as pre-approved by the FACILITY and/or PROVIDER: Cash, Check, Credit Card, Insurance Payment, Medical Savings Account Funds, or other Certified Funds. The FACILITY and/or PROVIDER, in advance of services being performed, must agree upon any needed payment arrangement. If payment arrangements are not pre-approved or payment made in a timely manner, the contracted SAVINGS could be in jeopardy. (3) MEMBERs will receive an itemized statement listing services rendered, the contracted discount taken, and all applicable payments (i.e. insurance company), if information is provided.
- F) **CLAIM PROCESSING.** MEMBERs must process their claim through a Free Health Inc/Free Health card provider. **MEMBERS ARE NOT ELIGIBLE FOR SAVINGS THROUGH the Free Health card IF THEY go to an out of network provider who is not a participating provider/vendor in the Free Health Card.**
- G) **CANCELLATION BY THE ADMINISTRATOR (Free Health Inc).** Free Health Inc/Free Health Card reserves the right to decline or renew the membership of any MEMBER at any time for any reason whatsoever. Member agrees they shall have no recourse or claim against Free Health Inc/Free Health card in such event.
- H) **ENTIRE AGREEMENT.** All provisions under this Agreement constitute the entire Agreement between Free Health Inc/Free Health Card and the MEMBER. If any provision is declared void under the law, that provision is severable and the remainder of this Agreement shall remain in full force and effect.
- I) **LEGAL ACTION.** If either party brings any legal action to this Membership Agreement it is expressly agreed that the party in whose favor final judgment is rendered shall be entitled to recover from the other party reasonable attorney's fees in addition to any other relief that may be awarded. Venue of any action to enforce this Agreement shall be West Palm Beach, Florida and this Agreement shall be construed in accordance with the laws of the State of Florida. All parties agree Free Health Inc shall have no liability for lost savings for any reason whatsoever, and Free Health Inc is providing a Free Health card, and any claim shall solely be brought against the specific vendor or provider/facility.
- J) **LIABILITY.** Free Health Inc and the Free Health card only provides reduced fees with FACILITIES and/or PROVIDERs through which MEMBERs may receive SAVINGS. Free Health Inc/Free Health card does not provide any medical treatment, medical services, advice, products, product liability, or guarantees of any kind for any MEMBER. FACILITIES and/or PROVIDERs are independent contractors and are not employees or agents of Free Health Inc or the Free Health card. The final selection of the FACILITY and/or PROVIDER and the approval or disapproval of medical treatment is the MEMBERs' choice alone. It is the MEMBERs' responsibility alone to perform due diligence (investigation) of any FACILITY and/or PROVIDER the MEMBER chooses to use. Free Health Inc/Free Health card shall not interfere with the PROVIDER-MEMBER/Doctor-Patient relationship and assumes no responsibility for any medical advice given by any participating FACILITY and/or PROVIDER. Free Health Inc/Free Health card shall not be liable for the negligence or other wrongful acts or omissions of any FACILITY and/or PROVIDER providing services pursuant to this Agreement. The MEMBER shall have no recourse against Free Health Inc/ Free Health card by reason of its availability for referral to FACILITIES and/or PROVIDERs. Upon occasion a FACILITY and/or PROVIDER may offer special pricing for services, or MEMBERs may be eligible for SAVINGS through other programs. MEMBERs have the option of choosing to pay the FACILITY AND/OR PROVIDER directly or utilizing an alternate program instead of the Free Health Card/Free Health Inc program. If the Free Health Inc/Free Health Card Program is not used, and the fees charged are greater than the amount quoted by the FACILITY and/or PROVIDER or through an alternate program, Free Health Inc/Free Health card shall not be liable to the MEMBER for the difference and no refunds will be issued. At any time a vendor or service may be discontinued and/or not provided or available on the Free Health Card Program. This may happen without notice and Free Health Inc., shall have no liability to member for lost savings. **Free Health Inc/Free Health card is not responsible and shall have no liability when a vendor or service is discontinued and/or not provided or available on the Free Health Card Program. It is member's responsibility at the TIME OF SERVICE to confirm with the provider/facility that they are participating in the Free Health card and will provide a discount before receiving such service.**
- K) **ARBITRATION.** In the event either MEMBER or Free Health Inc., brings an action against the other to enforce the provisions of this Agreement, such action shall be resolved by arbitration in West Palm Beach, Florida, USA. Under the rules of the American Arbitration Association, with each party hereto appointing one arbitrator and the two appointed arbitrators appointing a third arbitrator. The arbitrators will have no authority to award any punitive or exemplary damages, or to vary or ignore the terms of this Agreement, and will be bound by controlling law. The parties acknowledge because this Agreement affects interstate commerce the Federal Arbitration Act applies. The majority decision of the three arbitrators shall be binding upon the parties hereto. The Free Health card is NOT insurance nor is it intended to replace insurance., but can save Members on the costs of care at select providers and pharmacies. MEMBER by utilizing the Free Health Card agrees that Free Health Inc is not responsible for any lost savings at a provider or pharmacy regardless of the reason.

We understand, and our agent has explained, all limitations and exclusions of the free health card. We understand that this is not insurance, meant to replace insurance and it is a free health access program provided at no cost to the employees of our company. All statements made herein are complete and true and I understand that Free Health Inc. will rely on these statements and this information as the basis for approving this Application. It is further understood that the free health card will not become effective or active without the approval of Free Health Inc., and at any time Free Health Inc., can terminate the program at any time with or without notice and/or remove any benefits, vendors or services provided on the free health card. The employer understands they should not use the free health card as a replacement to insurance for their employees. Employer agrees to explain the free health card to their employees and the limitations, exclusions and benefits of the free health card. By signing this I agree that all limitations and exclusions of the free health card have been explained to me and we have explained it to our employees. All employees shall be bound by the General provisions written above. Employer agrees to indemnify Free Health Inc for any matters relating to the offering of it's Free Health card to employer and employer's employees.

Printed or Typed Name of Officer, Owner, or Partner

Title

Signature of Officer, Owner, or Partner

Date