



# Link Healthcare - Link Choice

---

## EMPLOYER APPLICATION

The Link Choice program is a set of highly discounted “members only” health services offered by the local provider community to employers and individuals without access to traditional health insurance. It is not an insurance program. The program is comprised of a schedule of highly discounted services that are provided to members through participating providers. The program provides for hospital, physician, pharmaceutical, and other services. The range of services offered is limited to the services that can be provided by participating providers. The services available under the program and participating providers are listed in the discount schedule and the user guide.

The goal of the program is to make health care services accessible to those who do not currently enjoy access to health services through an insured health plan. This program is subsidized through the providers that participate in the program.

An access fee is charged to become a member of the program. The access fee is computed on the basis of a monthly amount per person (member) covered under the program. The member is required to pay a minimum payment per service provided under the program. A complete listing of services and prices is provided with the program. Full payment of the minimum amount is required at the time of service for non-emergency services.

### Application

The information requested in this application is solely for the purpose of administering the Link Choice discount program. The information will only be used in support of this program and will not be shared with any other parties for any other purposes. The information must be filled out completely and accurately. This application also describes the terms of service and represents your agreement to abide by those terms.

We provide full time customer support for the Link Choice program. For issues associated with this application or any other aspect of the Link Choice discount program please contact us at 570.723.0710.

### Instructions

1. Read the instructions carefully.
2. Complete the application in its entirety. Please call us if you need assistance.
3. Mail the completed application with other enclosures to the address provided to the right.

**Link Healthcare**  
114 East Ave.  
Wellsboro, PA 16901  
570.723.0710

**MY SIGNATURE INDICATES THE APPLICATION IS ACCURATE AND MY AGREEMENT WITH THE TERMS OF SERVICE**

*Your name and signature must be provided.*

Signature

Title

Name Printed

Date

# Link Healthcare - Link Choice

## EMPLOYER APPLICATION

### Terms of Service

These Terms of Service ("Terms") disclose the general terms for use of the Link Healthcare services. We have developed these Terms of Service to govern your use of the Link Choice product and other services (the "Service"). The Service was developed and is managed by Link Healthcare, and we, our parent Link Healthcare, along with our affiliates, and partners provide services to you subject to the following conditions. These Terms are a binding contract between you and us regarding your use of our services. If you use the Services, you agree to be bound by these Terms:

1. **Access Fees and Billing.**
  - A At the end of the initial term, this Agreement shall automatically renew for one (1) year periods
  - B Individual agrees to pay Link Healthcare the Access Fee in such amounts, at such times, and in such manner as set forth in this Agreement and the following terms:
    - Set Up Fees are payable upon acceptance of this Agreement.
    - The Access Fee is based on the number of Covered Individuals on the effective date services are provided under this Agreement.
    - The number of covered individuals multiplied times the monthly Access Fee will constitute the total amount due to Link Healthcare from Participating Individual for a given month.
    - The amount will stay in effect for 12 months, regardless of changes in the total number of Covered Individuals during the 12 month period.
    - The Access Fee will be invoiced every three months and paid three months in advance.
  - C The total number of Covered Individuals for purposes of the computation of the Access Fee is based on Evidence of Coverage provided to Link Healthcare by the Participating Individual prior to the implementation of the Service. It is at the discretion of Link Healthcare to determine what constitutes adequate Evidence of Coverage and whether to accept the Evidence of Coverage as provided.
2. **Copyright.**
  - A All of the information, content, services and software displayed on, transmitted through, or used in connection with Link Healthcare is owned by us, our parent corporation or its affiliated companies, licensors and suppliers. You may not use such material except as provided in these Terms.
  - B You may use content we provide online and through other media ("Content") and solely for your personal, non-commercial use, and you may download or print a single copy of any portion of the Content for your personal, non-commercial use, provided you do not remove any trademark, copyright or other notice contained in such Content. No other use is permitted without our written consent.
3. **General Disclaimer And Limitation Of Liability.**
  - A While we use reasonable efforts to include accurate and up-to-date information through the Service, we make no warranties or representations as to the accuracy of the Content and assume no liability or responsibility for any error or omission in the Content. We do not represent or warrant that use of any Content, when authorized, will not infringe the rights of third parties. In addition, in some cases, Content available through the Service may be provided and/or hosted by third parties. We have not reviewed all of this Content and are not responsible for the content of any off-site pages or links to or from any other web sites. We have no responsibility for actions of third parties.
  - B You expressly understand and agree that use of the Service is at your own risk. All content available through the Service is provided on an "as is" and "as available" basis. Neither we, nor our parent corporation, its affiliated or related companies, or any of our or their shareholders, employees, agents, content providers or licensors (collectively, the "Parties"), make any representation or warranty of any kind regarding the Service, the content, downloads available at our web site, any advertising material displayed on our web site, or the results that may be obtained from use of such services or sites, including but not limited to that the Service will meet your requirements, be uninterrupted, timely, secure or error free, or that our web site or the server that makes it available are free of viruses or other harmful components or destructive files.
  - C We specifically disclaim any and all express or implied warranties regarding the Service or any content or products provided through or in connection with the Service, including without limitation warranties of merchantability or fitness for a particular purpose, warranties against infringement, and warranties as to the availability, accuracy, completeness or content of any information, downloads, products or services available on or through the Service.
  - D In no event shall Parties be liable for: (i) any indirect, consequential, special, incidental or punitive damages including, without limitation, damages related to unauthorized access to or alteration of your transmissions or data, the content or any errors or omissions in the content, even if advised of the possibility of such damages.
  - E Link Healthcare shall not be liable for:
    - The failure of Participating Providers to provide the benefits described in the Service Materials;
    - The quality of care provided by such providers;
    - The inability of Participating Individuals to understand the Service or how to use the Service;
    - Acts or omissions of Participating Individual or Participating Individuals;
    - Acts or omissions of marketing producers (agents) of the Service;
    - Acts or omissions of Health Benefit Plans; or
    - Changes in the Service arising from changes in federal or state statutes, regulations or other administrative requirements.
  - F Should any dispute arise regarding the performance of or interpretation of this Agreement or any of its terms, the parties shall first submit the dispute to voluntary mediation pursuant to the dispute resolution rules of the state in which Link Healthcare is based. Any issues that remain in dispute following the conclusion of the mediation process shall be submitted to binding arbitration under the Arbitration Rules of the state in which Link Healthcare is based and using the National Health Lawyers Association Alternative Dispute Resolution Services.
4. **Miscellaneous.**
  - A We reserve the right to change these terms of service at any time in our discretion and to notify users of any such changes solely by changing these terms of service. Your continued use of the Service after the posting of any amended terms of service shall constitute your agreement to be bound by any such changes. Please note that your use of the Service prior to the time these terms of service was posted will be governed according to the terms of service that applied at the time of your use, if any.
  - B We may modify, suspend, discontinue or restrict the use of any portion of the Service, including the availability of any portion of the content at any time, without notice or liability, terminate any registration and/or membership and/or deny access to any person or user at any time for any reason.
  - C These terms of service will be governed by and construed in accordance with the laws of the state of Pennsylvania, without regard to its conflicts of law provisions. You hereby agree that any cause of action you may have with respect to the Service must be filed in a federal or state court located in Wellsboro, Pennsylvania, within two (2) months of the time in which the events giving rise to such claim began, or you agree to waive such claim.
  - D If for any reason any provision of this agreement is found unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties as reflected in that provision, and the remainder of the agreement shall continue in full force and effect. Any failure of ours to enforce or exercise any provision of this agreement or related right shall not constitute a waiver of that right or provision.
  - E Nothing herein shall be construed to prevent Participating Providers from seeking recourse against and payment from Beneficiary in the event that Participating Individual or, if applicable, its Third Party Administrator and/or Health Benefit Plan fail to make payments to Participating Providers for services rendered to Beneficiaries under Health Benefit Plan.
  - F Employers and individuals must meet eligibility guidelines to participate in the program. These may be modified at any time, at the discretion of the Link Choice program. It is at our sole discretion to accept or reject employers or individuals for this program based on our assessment of their compliance with our eligibility requirements.
5. **Term and Termination.**
  - A This Agreement shall remain in force and effect for an initial twelve (12) month term and commencing on the effective date, as set forth on the first page of this Agreement.
  - B At the end of the initial term, this Agreement shall automatically renew for one (1) year periods thereafter unless terminated as provided herein.
  - C In the event either party shall, with or without cause, at any time give to the other party at least ninety (90) days advance written notice, this Agreement shall terminate on the future date specified in such notice.
  - D If Participating Providers that are fundamental to the needs of the Participating Individual discontinue their support of this Service, Link Healthcare may terminate the Participating Individual's access to the Service immediately.
  - E Additionally, Link Healthcare may immediately terminate this Agreement as a result of Participating Individual's changes to its Health Benefit Plan or changes to the manner in which it supports Service, or for other good cause that materially affects Link Healthcare's obligations under this Agreement.
  - F In the event that there shall be a change in the federal or state statutes, regulations, or general instructions, or in the application thereof, the adoption of new legislation, or a change in any other third party Employer reimbursement system, any of which materially affects the reimbursement Participating Providers may receive for their respective services furnished to Beneficiaries or the ability of Participating Providers to participate in the Service, either party may terminate this Agreement by thirty (30) days written notice to the other on any future date specified in such notice.
  - G Upon termination of this Agreement, neither party shall have any further obligation hereunder, except that termination of this Agreement shall not affect the rights and obligations of the parties hereto arising out of transactions occurring prior to termination and obligations, promises and covenants expressly made to extend beyond the term of this Agreement, including without limitation confidentiality of information, indemnities, and releases.

# Link Healthcare - Link Choice

## EMPLOYER APPLICATION

Note: selected items will be posted on the [www.linkhealthcare.com](http://www.linkhealthcare.com) website.

### BUSINESS INFORMATION

Business Name

Address 1

City                      St      Zip  
           

County

Phone Number                      Ext.  
                     

Fax Number

Tax Identification Number

Web Site Address

### BILLING ADDRESS

Business Name

Contact Name

Address 1

Address 2

City                      St      Zip  
           

Phone Number                      Ext.  
                     

Fax Number

Email

### PRIMARY CONTACT

Name

Address 1

Address 2

County

City                      St      Zip  
           

Phone Number                      Ext.  
                     

Fax Number

Email

### PRIMARY LOCATION

Business Name

Contact Name

Address 1

Address 2

County

City                      St      Zip  
           

Phone Number                      Ext.  
                     

Fax Number

Email

### EMPLOYER INFO.

Type of Employer:

Number of Employees:

Number Full-Time:

Number of Part-Time:

**Number of Covered Members:**

Have you ever provided health insurance for your employee group?  
 Yes       No

If yes:  
 How long since one was last offered?  
 Years       Months

### INTERNAL USE

Eligibility Approved:       Yes       No

Discount Option:       Yellow       Blue

Effective Date

Access Fee Begins

Set Up Fee

Monthly Access Fee

NOTICE: Invoicing is quarterly, paid in advance.

Other Comments or Instructions

# Link Healthcare - Link Choice

## EMPLOYER APPLICATION



**EXPRESS SCRIPTS®**  
Charting the Future of Pharmacy

**DIV: LCYE**

Level 1 (Subcarrier): \_\_\_\_\_ Level 2 (Group): \_\_\_\_\_

Effective Date: \_\_\_\_\_ Term Date: \_\_\_\_\_

Admin Hold Eff Date: \_\_\_\_\_ Admin Hold Term Date: \_\_\_\_\_

Add:  Cardholder  Spouse  Dependent(s) Term:  Cardholder  Spouse  Dependent(s)

Reinstate:  Cardholder  Spouse  Dependent(s) Update:  Address  Eff Date  DOB/Sex  Name

Other: \_\_\_\_\_

### Cardholder Information

Contract ID#: \_\_\_\_\_ Dependent Code: 00

Name: \_\_\_\_\_  
Last Name First Name MI

Cov Code: 3 Rel Code: 1 Gender: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Client Specific: \_\_\_\_\_

Address: \_\_\_\_\_  
Street Address or PO Box

\_\_\_\_\_  Order Cards  
City State Zip

### Dependent Information

Dep Code*	Name (Last, First, MI)	Rel Code**	Gender	Date of Birth	CI Specific
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

\*Dep Code: 00 for Cardholder, sequential number for dependents

\*\*Relationship Codes: 1 = Cardholder, 2 = Spouse, 3 = Child, 4 = Student, 5 = Disabled Dependent, 6 = Adult Dependent, 7 = Significant Other

Submitted by: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Send to: Express Scripts, Attn: Eligibility  
 STL1416, 14000 Riverport, Maryland Heights, MO 63043  
 Fax: (314) 919-4451

If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or action taken in reliance on the contents of these documents is strictly prohibited. If you have received this information in error, please notify the sender immediately and arrange for the return or destruction of these documents.

ATTACHMENT D