



**DFB TPA - ENROLLMENT FORM FOR CALL MD (FAX APPLICATION TO 248-336-0399)**

FIRST NAME		LAST NAME		Gender M F	
Address <input type="checkbox"/> check box if new address			City	State	Zip Code
Plan to Enroll: <input type="checkbox"/> CALL MD - THIS IS 10 CALL PLAN PER YEAR FOR THE ASSOCIATION COST OF \$9.95 PER MONTH. ONCE ALL CALLS ARE USED ADDITIONAL CALLS AFTER 10 ARE CHARGED AT \$35 PER CALL					
Home Phone Number <input type="checkbox"/> check box if new phone #		EMAIL ADDRESS (REQUIRED)			DOB / /

**DEPENDENTS TO BE INSURED**

Add/Delete	Relationship	Name	Gender M F
	Spouse		M F
	Child		M F
	Child		M F
	Child		M F
	Child		M F
	Child		M F

Are you or any of your dependent's covered by HEALTH insurance? If yes, please indicate who is covered, which carrier and the contract number:

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**CREDIT CARD INFORMATION**

NAME AS PRINTED ON CARD	16 DIGIT CARD NUMBER	EXPIRATION DATE	CVV #
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CARD TYPE: VISA  MASTERCARD  DISCOVER  AMERICAN EXPRESS

ADDRESS IF DIFFERENT FROM ABOVE ADDRESS  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AUTHORIZATION FOR MONTHLY CREDIT CARD PAYMENT**

BY SIGNING THIS FORM I AGREE, I have read the Benefit Service Agreement and agree with the terms of this agreement below and continued on the back of this form. I agree to the 12 month terms of the program. I allow DFB TPA Services to use this credit card as payment for services.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



This AGREEMENT, is between Americare Services, Inc., (the Company), and the enrolled person (Client) with respect to Clients enrollment in the Company's electronic medical record storage and/or telephonic physician consultant services, as selected by Client (the Program), on the date agreed to by the parties. In consideration of these premises and the mutual promises and covenants hereinafter contained, Company and Client, each intending to be legally bound hereby, agree as follows:

Section 1. Company's Obligations. Company shall provide the Program to Client so long as Client pays the fees agreed to in connection with the Program. Client shall enroll in the Program and register with Company in the manner prescribed by Company. Client shall continue to have access to the Program until Client terminates his or her membership in the Program, or Company or Client terminates such membership as permitted under this Agreement. The Program encompasses the services described by Company in its enrollment materials.

Section 2. Client's Obligations. Client shall pay Company the fees for the Program as set forth in the enrollment materials.

Section 3. Term. The initial term of this Agreement (Initial Term) shall end one (1) year from the effective date of this Agreement. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each a Renewal Term) unless written notice is given at least ninety (90) days prior to the effective date of any Renewal Term.

Section 4. Amendment. This Agreement shall automatically terminate upon the liquidation, dissolution, cessation of business or the filing of a bankruptcy petition by or against either party. Upon termination of this Agreement for any reason, Client shall pay Company for all services rendered through the effective date of termination. This Agreement may only be amended from time to time by a writing signed by both parties. No waiver by Client or Company of any provision herein, shall operate as a waiver of any other provision or the same provision on a future occasion.

Section 5. Limitation of Liability. Company shall have no liability whatsoever for any indirect, consequential, exemplary, special, incidental or punitive damages. Company's liability to Client for any reason and upon any cause of action, whether tort, contract, statute or any other legal theory whatsoever, shall be at all times and in the aggregate be limited to the lesser of (a) \$1,000, or (b) the amount of compensation actually paid by Client to Company during the three (3) month period immediately preceding the month in which the event upon which the liability is predicated.

Section 6. Assignment. The rights and obligations of the assigning party under this Agreement shall not be assigned to any other individual, firm, corporation, association or other entity without the prior written approval of the non-assigning party, which approval shall not be unreasonably withheld, delayed or conditioned; provided that nothing contained in this Agreement shall prevent assignment or be deemed assignment of this Agreement in connection with the merger, sale of capital stock or sale of all or substantially all of the assets of Company.

Section 7. Disclaimer. Company does not make any express or implied representations or warranties, including but not limited to any warranty of merchantability or fitness for a particular purpose with respect to the Program. Other Provisions. This document contains the entire Agreement of the parties. It supersedes any and all prior agreements, understandings or representations, whether oral or written. Neither party shall be responsible for delays in performance due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations, or restrictions, transportation conditions, product/service suppliers or any other causes whatsoever that are beyond the reasonable control of Company. This Agreement shall be interpreted exclusively according to the laws of the State of Texas without regard to its conflicts of laws principles. Any paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context of this Agreement. Except as set forth herein, the parties here to do not intend to confer any rights or remedies upon any person other than the parties who sign this application