



Total Point Wellness Membership

Terms and Conditions

Total Point Wellness Membership

Purpose:

At Total Point Urgent Care, we believe quality healthcare should be a basic right and affordable for everyone. As the price of health insurance continues to rise, Total Point Urgent Care is proud to offer a high-quality, straightforward, and affordable urgent care discount membership program*: Total Point Wellness Membership

****The Total Point Wellness Membership is not health insurance or a medical plan that provides healthcare coverage for the purpose of compliance with the Affordable Care Act. It is a membership discount program applicable only to select services provided by participating Total Point Urgent Care clinics. Not all conditions may be treated by the Total Point Wellness Membership and additional medical care may be required.***

Who can benefit from Total Point Wellness Membership?

- **Uninsured Individuals and Families** without healthcare coverage may prefer this plan to traditional insurance.
- **Insured Individuals and Families** may use the Total Point Wellness Membership as an alternative* to lower your monthly insurance cost. If you have a high premium or limited coverage, a Total Point Wellness Membership may allow you to avoid paying high co-pays or out of pocket costs and help reduce your overall healthcare expenses. **Members may not seek reimbursement from their insurance plan for services received using the Total Point Wellness Membership.*
- **Employers** of all sizes can offer the Total Point Wellness Membership to its employee benefit package as an employment incentive, giving employees an alternative or addition to the company's sponsored health insurance.

What is included in the Total Point Wellness Membership?

As part of the Total Point Wellness Membership, Members can visit any participating Total Point Urgent Care clinic for unlimited office visits without co-pays, co-insurance, deductibles, doctor, or facility fees for the following **"Covered Services"**:

- Annual healthcare assessment, including patient history;
- Evaluation and treatment of acute illnesses such as cough, cold, sore throat, fever, ear infection, bronchitis, pneumonia, bladder infection, chest pain, abdominal pain, etc. (complicated or chronic conditions may be referred to a specialist or different facility for care); Evaluation and treatment of acute injuries such as sprains, fractures, and minor lacerations, including splinting, casting, laceration repair, abscess drainage, in-grown nail repair and minor burn treatment;
- Physical examination and in-clinic workup with laboratory studies performed within a Total Point Urgent Care clinic, including rapid Strep test, urinalysis, CBC, CMP, and glucose study;
- Standard annual flu shot (influenza vaccine);
- Work / school / sports physicals without EKG;
- Discounts on diagnostic services (X-ray and lab testing); and
- Discounts on medical procedures and supplies.
- Ten locations (Dallas / Fort Worth and East-Central Texas) for immediate care.

Service	Regular Price	*Membership Plan Price
Average Office Visit	\$150.00	Included - Unlimited
Complete Metabolic Panel	\$75.00	Included
Rapid Strep Test	\$75.00	Included
Diagnostic Testing	Full Price	20% Discount on all Diagnostic Testing
Sports/School Physicals w/o EKG	\$25.00	Included
Influenza Vaccine	\$25.00	Included

What is NOT included in your Total Point Wellness Membership?

Excluded Services:

- Services provided by healthcare providers or at facilities that are not a participating Total Point Urgent Care clinic such as emergency rooms (free standing or as part of a hospital), hospitals, ambulatory services, house calls, or in-home services, etc.;
- Immunizations and vaccinations other than standard flu shot (influenza vaccine);
- Work related injuries and/or services;
- Motor vehicle accident injuries and/or services;
- Treatment of chronic pain, substance abuse, addiction, or addiction withdrawal;
- Durable medical equipment (crutches, splints, etc.); this service is provided and billed through an outside vendor but may be covered by a medical insurance plan if you have one;
- Diagnostic imaging, radiology services, and other imaging services performed by outside facilities; these will be billed to you or your insurance company separately by the providing institutions and may include but are not limited to imaging services such as MRI's, CT scans, ultrasounds, etc.);
- Diagnostic laboratory services performed by outside facilities such a LabCorp, Quest Diagnostics; and
- Cholesterol profile
- Lipid Panel
- Prescription medications.

How much does it cost?

INSURED/UNINSURED INDIVIDUAL and/or FAMILY MEMBERSHIP FEE

1 Individual	\$59/Month
Family	\$50/Month/Per Additional Individual

Enrollment Details.

1. Individuals & families can enroll in the Total Point Wellness Membership one of three ways (each an “**Enrollment Method**”):
 - Online by visiting <https://www.totalpointcare.com/wellness-membership/>
 - In person at any participating Total Point Urgent Care clinic; or
 - Over the telephone by calling a Total Point Urgent Care clinic.
2. **Family Enrollment:** Family enrollment is limited to an individual and their spouse and legal dependents.
3. **Membership Period:** The Total Point Wellness Membership is an annual contract (“Initial Term”) beginning on the date of enrollment and payment of the first month’s membership fee and shall automatically renew on the anniversary of your enrollment for additional successive one-year terms (each a “Renewal Term” and together with the Initial Term, the “Term”). Unless you provide written notice of cancellation at least 30 days prior to the Term renewal date, your membership will be renewed for another year, and your payment method on file will be charged accordingly. The membership fee for each Renewal Term is subject to change based on the then prevailing market rate, however, we will notify you in advance of any membership fee adjustments. You are responsible for ensuring that your payment information is accurate and up to date to avoid any disruption of service. For cancellation instructions or to update your payment information, please contact our customer support team.
4. **Automatic Monthly Payments:** You agree to pay the Membership Fee on a monthly basis electronically either by automatic withdrawal of your bank account or by automatic charge to your credit card or debit card. You acknowledge and agree that Membership Fee will be deducted every 30 days from the payment details you provided at the time of enrollment (or as updated by you) until your membership is cancelled in accordance with these terms and conditions. If any monthly membership payment is declined or not received, all affected office visits will be converted to regular patient itemized billing at regular prices for all services provided, and you will be responsible for the full amount for such services, including an additional 35% collection fee if the charges are sent to collection. After sixty (60) days of nonpayment your account will be automatically cancelled and referred to collections for the remaining balance due under the contract, plus thirty-five percent (35%) for collection processing. It is your responsibility to keep your billing information current.
5. **Adding Members:** You may add an eligible person to your existing Total Point Wellness Membership account using one of the Enrollment Methods. The addition of a new member may result in an increase to your monthly Membership Fee.
6. **Cancellation of Annual Membership By You:** Cancellation of your Total Point Wellness Membership must be submitted at least thirty days prior to the end of the Initial Term or Renewal Term as the case may be. Cancellation requests may be made as follows:
 - In person at any participating Total Point Urgent Care clinic;
 - Over the telephone by calling any participating Total Point Urgent Care clinic; or

- By emailing memberships@totalpointcare.com.

7. **Cancellation by Total Point Urgent Care:** Total Point Urgent Care reserves the right to cancel anyone's Total Point Wellness Membership at any time without any reason, and without liability whatsoever, during the Term. Members will be given a 2-week written notice of cancellation.

Restrictions.

- Total Point Wellness Membership cannot be used if you wish to bill your insurance for the services you receive at a Total Point Urgent Care location. The Total Point Urgent Care Membership is an alternative to a healthcare insurance policy; you may not use both for the same services.
- Total Point Wellness Membership cannot be used in combination with any U.S. government plan such as Medicaid or Medicare. If you wish for the services you receive to be submitted to Medicare or Medicaid, you cannot use your Total Point Urgent Care Membership in addition to such government plans.
- You agree not to seek reimbursement of payment from any health insurance plan provider or U.S. government plan such as Medicaid or Medicare for services you received as part of or under your Total Point Wellness Membership.
- Total Point Wellness Membership cannot be transferred or assigned.

Legal Notices.

- **Right to Refuse Membership or Treatment:** Total Point Urgent Care reserves the right to refuse Membership to any person for any reason. Total Point Urgent Care's medical providers may refuse treatment to any member who fails to abide by the Terms and Condition of this membership program or who fails to follow a provider's medical advice, referral, or treatment plan.
- **Provider Services.** Services are provided within the scope of training and practice of Total Point Urgent Care medical providers. Total Point Urgent Care providers reserve the right to refer any patient, whether members or non-members, to other facilities or specialists for further evaluation and treatment as such providers determine in their sole discretion. Members may not dictate how providers should diagnose or treat patients, as well as what labs or x-ray to order or not order and what referral to make or not to make.
- **Right to Request Identification and Proof of Dependency:** Total Point Urgent Care reserves the right to request identification of any member and / or request proof of dependency by asking a member to provide a birth certificate or adoption certificate or school photo ID.
- **Right to Change Fees.** Total Point Urgent Care reserves the right to adjust and change any fees at any time for any reason with at least a one (1) week notice to its members via mail, email, or telephone.
- **Limitation of Actions.** Any legal action against any Total Point Urgent Care location for a default of its obligations to the member must be commenced within one (1) year from the date the default was, or should have been, discovered.
- **Governing Law:** This Agreement shall be governed by and construed under the laws of the State of Texas.
- **Severability:** If any provision of this Agreement or portion thereof is determined by a court of competent jurisdiction, or declared under any law, rule or regulations of unenforceable, then such provision will, to the

extent permitted by the court or government not be voided but will instead be construed to give effect to its intent to the maximum extent permissible under applicable law and the remainder of this Agreement will remain in full force and effect according to its terms.

- **Entire Agreement, Modification, Waiver:** This Agreement constitutes the entire agreement of the parties concerning its subject matter and supersedes all prior or contemporaneous, written or oral negotiations, correspondence, understandings and agreements between the parties respecting the subject matter of this Agreement. No supplement, modification, or amendment to this Agreement shall be binding unless evidenced by a writing signed by the party against whom it is sought to be enforced. No waiver of any of the provisions of this Agreement shall be deemed or shall be binding unless executed in writing by the party making the waiver.

Agreed and Signed:

(PATIENT SIGNATURE / PARENT OR GUARDIAN)

Printed Name: _____

Date: _____

If Family Plan is selected, please list Family Members:

Additional Family Member

Name: _____

Additional Family Member

Name: _____

Additional Family Member

Name: _____

Additional Family Member

Name: _____