Mayo Clinic Preferred Response
Membership Terms and Conditions

Eligibility for Services

Eligible Mayo Clinic Preferred Response (MCPR) members include only those people indicated on the Membership Enrollment form. Members are eligible upon receipt of payment for a period of one year.

Available Services

The descriptions below list the basic services that MCPR members can expect. MFMER reserves the right to add, change, or remove services at any time. Please consult your membership card to contact MCPR or visit our web site.

All services available seven days a week, twenty-four hours a day via telephone using the number located on the back of your membership card.

Access to a Registered Nurse – Registered nurses will provide telephone-based symptom assessment to help members determine level of acuity and appropriate care. Additionally, nurses may answer questions and provide information regarding medical and health topics. Services are provided by registered nurses and do not include diagnosis or treatment.

Pre-trip Travel Planning – Available upon request, a customized pre-departure travel plan that identifies potential health risks, immunizations, and local care access based upon destination and itinerary.

Medical Appointment Assistance at Mayo Clinic – MCPR members are provided assistance in coordinating medical appointments at any Mayo Clinic campus. MCPR does not guarantee appointments and MCPR members do not necessarily receive priority placement for appointments at Mayo Clinic.

Medical Appointment Assistance at facilities other than Mayo Clinic - When appropriate, MCPR members will receive assistance scheduling medical appointments for non-emergent care and such appointments may be secured with Mayo Clinic Alumni. In life-threatening situations, the client will be instructed to use local emergency medical systems or to dial local emergency number. MCPR is not a substitute for 911 or emergency care.

Medical Evacuation – MCPR will coordinate air medical evacuation for members that need to be transported to a medical facility according to the AirMed Terms and Conditions for treatment of a serious illness or injury. Please review the AirMed Terms and Conditions for additional information.

Membership Fees

Unless otherwise stated, MCPR membership must be renewed annually. MFMER will bill you directly prior to the end of the renewal date. Failure to pay the renewal amount will result in
termination of your MCPR subscription as of the renewal date. MCPR program costs are confidential and may not be disclosed to third parties.

Any health care services obtained or arranged with third party providers through MCPR shall be billed by the third party provider directly to the Member, and remittance shall be solely the Member’s responsibility.

**Limits of Liability**

Neither party shall be liable to the other for any special, indirect, consequential, exemplary, incidental or punitive damages, including any lost profits or loss of business or loss of goodwill arising out of or related to this Agreement or its subject matter, however caused and on any theory of liability (including negligence), even if such party has been advised of the possibility of such damages or loss.

**WARRANTIES AND DISCLAIMER OF WARRANTIES**

MFMER WILL EXERCISE DUE PROFESSIONAL CARE AND COMPETENCE IN THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT, BUT UNDER NO CIRCUMSTANCES MAY ANYONE RELY ON SUCH INFORMATION, DATA, INSTRUCTIONS AND ADVICE FOR THE TREATMENT OR DIAGNOSIS OF HIS/HER OR ANOTHER’S MEDICAL CONDITION, INJURY OR DISEASE WITHOUT FIRST CONSULTING WITH HIS OR HER OWN MEDICAL DOCTOR. EXCEPT FOR THE FOREGOING WARRANTY, MFMER SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES OR REPRESENTATIONS RELATING TO THE PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR OR INTENDED PURPOSE. CLIENT ALSO AGREES THAT MCPR WILL NOT BE LIABLE FOR ACTS OR OMISSIONS ON ITS PART DUE TO INACCURATE OR INCOMPLETE INFORMATION PROVIDED BY ENROLLEES.

**Confidentiality**

Member Information obtained by MFMER from any source shall not be disclosed except as permitted by this Agreement, the Privacy Policy for Services governed by the Privacy Policy when applicable, or as required by a court order. Only those MFMER personnel with a need to know shall access Member Information. MFMER will make commercially reasonable efforts to safeguard the confidentiality of any individually identifiable personal information (“Personal Information”) provided to MFMER. Such controls and procedures shall be reasonably designed to ensure the security and confidentiality of such information, protect against any anticipated threats or hazards to the security or integrity of the personal information and protect against any unauthorized access to or use of such confidential information.

**Use of Name**

Member shall not use Mayo Clinic name or service mark in any way without Mayo Clinic prior written approval.

**No Transfer or Assignment of Membership**

Member may not assign its rights under this agreement to any third party without the prior written consent of MFMER. Any purported assignment in violation of this clause is void.