

**PROVIDER AUTHORIZATION**

**Lab Connectivity Terms of Use.** These terms of use are a legal agreement between the medical practice identified below (hereinafter referred to as "Participant") and Laboratory Corporation of America Holdings and its subsidiaries (hereinafter referred to as "LabCorp") governing your connection to LabCorp through the health information exchange operated by Health Current ("Exchange"). As used in this Agreement, the term "Participant" includes all ordering physicians or other persons in the practice that are authorized to order laboratory tests under applicable laws, rules and regulations.

**Orders and Results.** If LabCorp determines that Participant qualifies for a connection to LabCorp through the Exchange, LabCorp shall arrange with Exchange for the installation of either a) a Uni-Directional Interface which allows LabCorp to electronically transmit patient test results into to the Exchange or b) a Bi-Directional Interface which allows LabCorp to electronically transmit patient test results into the Exchange and electronically receive transmission of test requests from the Exchange. In either case, the Exchange is responsible for transmission of results reports to Participant's system and for transmission of requisitions from Participant's System to the Exchange. By signing this Agreement, Participant acknowledges and authorizes LabCorp to transmit result reports to the Exchange in this manner and based upon Participant's relationship with the Exchange.

**Copy Only.** Participant understands that the Exchange will not deliver the official chartable report of laboratory testing results that complies with applicable reporting laws or otherwise meets the Participant's needs. Please contact your LabCorp Account Representative to establish the LabCorp means to deliver your official chartable report of the laboratory result

**Sharing of Data.** By agreeing to these terms of use, Participant directs LabCorp to submit laboratory tests results to the Exchange for delivery to Participant. Participant acknowledges that other practices and persons participating in the Exchange will have access to such results and other information. All terms related to participation in the Exchange, and for any permitted use or access of such data, are solely between Participant and the Exchange. LabCorp assumes no responsibility for how information is used once submitted into the Exchange, and Participant shall indemnify, defend and hold LabCorp harmless from and against any claims of any inappropriate use or release of information.

**No Supplies or Equipment.** LabCorp is not providing any supplies or equipment under this agreement. Participant is responsible for arranging separately for all hardware, software, services, items, devices, or supplies necessary for Participant to connect to the Exchange. Likewise, Participant shall be responsible for all maintenance, support and service fees which are related to Participant's system and to connection to the Exchange.

**Compliance with All Laws and Restricted Use.** It is the intent of the parties hereto to comply with all federal, state and local statutes, regulations and ordinances, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Section 1877 of the Social Security Act (commonly known as the "Stark Provisions") and the anti-kickback provisions set forth in the fraud and abuse sections of 42 U.S.C. 1320(a), as well as any regulations issued thereunder and any applicable similar state laws and regulations. The parties agree that pursuant to this Agreement, LabCorp shall only provide items, devices, or supplies that are used solely to order or communicate the results of, tests or procedures provided for Participant, and that any benefit, consideration or remuneration conferred upon Participant by virtue of this Agreement is not conditioned upon the referral of Medicare or Medicaid testing to LabCorp.

**Warranty/Liability.** The connection from LabCorp to the Exchange is provided on an "as-is" and "as-available" basis. LabCorp disclaims any and all warranties with regard to the Exchange. In no event will LabCorp be liable for incidental, consequential, special or indirect damages. In jurisdictions limiting the effect of such a limitation, LabCorp's liability is limited to the greatest extent permitted by law. LabCorp shall not be responsible for any claim in connection with the establishment or performance of the Exchange, nor for how any person may use the data once submitted to the Exchange. Participant hereby expressly releases LabCorp and agrees to indemnify and hold LabCorp harmless from any and all claims, including any and all claims for property damage, personal injuries and/or consequential, punitive or other damages which arise, or are alleged to have arisen, in connection with the establishment, operation or functioning of the Exchange.

**Term and Termination.** Either Party may terminate this agreement at any time upon 15 days notice.

NAME OF PRACTICE: \_\_\_\_\_ LABCORP ACCT NO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY/ STATE/ ZIP: \_\_\_\_\_

CONTACT: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE SIGNED: \_\_\_\_\_

Completed forms and any questions should be directed to your LabCorp Account Representative: \_\_\_\_\_ and vendorsupport@healthcurrent.org at Health Current.

# Please List All Individual Sites and Accounts #s

Organization: \_\_\_\_\_

	Account#	Account Name	Address	State	Zip
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