

## Electronic Lab Results Provider Authorization

**To submit:** print and complete the following form, including your signature, then scan and email to labconsent@gahin.org.

**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 Quest Diagnostics Incorporated and its subsidiaries (hereinafter referred to as “Quest”) governing your receipt of lab results provided by Quest to GAHIN Exchange Sub I, LLC (“GaHIN Sub”) and made available to Participant through the health information exchange (“Exchange”) provided by Georgia Health Information Network, Inc. (“GaHIN”). 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.

**Results.** Quest shall arrange with GaHIN Sub for the installation of a Uni-Directional Interface which allows Quest to electronically transmit patient test results (copy only) to a repository hosted by GaHIN Sub, which will make such test results available for retrieval via the Exchange. By signing this Agreement, Participant acknowledges and authorizes Quest to transmit result reports to GaHIN Sub for the purpose of making such results available for retrieval via the Exchange in this manner and based upon Participant’s relationship with the Exchange.

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| <hr style="width: 80%; margin: 0 auto;"/> <p><b>Initials</b></p> | <p><b>Copy Only.</b> 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 Quest Account Representative to establish the Quest means to deliver your official chartable report of the laboratory result.</p> |
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**Sharing of Data.** By agreeing to these terms of use, Participant directs Quest to submit laboratory tests results to GaHIN Sub for the purpose of making such results available for retrieval via the Exchange. 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 GaHIN. Quest assumes no responsibility for how information is used once submitted to GaHIN Sub, and Participant shall indemnify, defend and hold Quest harmless from and against any claims of any inappropriate use or release of information.

**No Supplies or Equipment.** Quest 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 and any regulations issued thereunder and any applicable similar state laws and regulations. The parties agree that pursuant to this Agreement, Quest 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 Quest.

**Warranty/Liability.** The connection from Quest to GaHIN Sub is provided on an “as-is” and “as-available” basis. Quest disclaims any and all warranties with regard to the connection from Quest to GaHIN Sub or the Exchange. In no event will Quest be liable for incidental, consequential, special or indirect damages. In jurisdictions limiting the effect of such a limitation, Quest’s liability is limited to the greatest extent permitted by law. Quest 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 Quest and agrees to indemnify and hold Quest 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: \_\_\_\_\_

Quest Account Number(s): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Contact & Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_