

**ATTACHMENT F / HEALTH CARE PROVIDER
CLINICAL MESSAGING
LABCORP 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 "Participating Provider") and Laboratory Corporation of America Holdings and its subsidiaries (hereinafter referred to as "LabCorp") governing your connection to LabCorp through West Virginia Health Information Network ("Exchange"). As used in this Agreement, the term "Participating Provider" 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 Participating Provider 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 in 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 request from the Exchange. In either case, the Exchange is responsible for transmission of results reports to Participating Provider's system and for transmission of requisitions from Participating Provider's System to the Exchange. By signing this Agreement, Participating Provider acknowledges and authorizes LabCorp to transmit result reports to the Exchange in this manner and based upon Participating Provider's relationship with the Exchange.

Results Reports. Participating Provider understands that the Exchange will not deliver the official cartable report of laboratory testing results that complies with applicable reporting laws or otherwise meets the Participating Provider's needs. Please contact your LabCorp Account Representative to establish the LabCorp means to deliver your official report of the laboratory result.

Sharing of Data. By agreeing to these terms of use, Participating Provider directs LabCorp to submit laboratory tests results to the Exchange for delivery to Participating Provider. Participating Provider 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 Participating Provider 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. Participating Provider is responsible for arranging separately for all hardware, software, services, items, devices, or supplies necessary for Participating Provider to connect to the Exchange. Likewise, Participating Provider shall be responsible for all maintenance, support and service fees which are related to Participating Provider'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 Participating Provider, and that any benefit, consideration or remuneration conferred upon Participating Provider 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. Participating Provider 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: _____

Return completed form to:

WVHIN
100 Dee Drive
Charleston, WV 25311

OR

info@wvhin.org

OR

Fax: 681.265.3898

Questions should be directed to the WVHIN at 304.558.4503 or info@wvhin.org; or your LabCorp Account Representative