

SMART on FHIR Organizational Agreement

Version 1.1 – January 2026

This Terms and Conditions (“Agreement”) is between Quest Diagnostics® (“Quest”), and the individual executing this Agreement (“Organization”). This Agreement sets forth the rights and obligations of the parties with respect to Organization’s use of the SMART on FHIR solution. By accepting this Agreement, The Organization agrees to be bound by its terms and conditions.

1. Access to SMART on FHIR applications. SMART on FHIR applications are designed to improve interoperability and data exchange in healthcare by utilizing standardized protocols and technologies, allowing for secure and efficient access to electronic health records and other health data.

2. Term; Termination. This Agreement is effective when The Organization executes this Agreement and remains in effect until either party terminates with or without cause, by providing written notice.

3. Organization’s Responsibility For Security of Organization’s Equipment and Network; Use Restrictions, User Management and Role of Responsible Party.

(a) The Organization represents that The Organization is an authorized health care provider, and that the identification(s) used to access the SMART on FHIR solution are The Organizations to securely manage (i.e. The Organization has not misrepresented Organization identity to gain access to the SMART on FHIR solution). The Organization shall not permit any other person to access or use the SMART on FHIR solution using Organization credentials.

(b) The Organization agrees to report to Quest for the discovery of any type of discrepancies, anomalies, or errors, detected in result reports obtained via the SMART on FHIR solution. Quest will notify The Organization if Quest becomes aware of circumstances involving the SMART on FHIR solution that adversely impact Organization operating system or network or Organization patients’ care.

4. Ownership Rights in or to the SMART on FHIR application. As between The Organization and Quest, Quest owns all rights, title, and interest in and to all copyright, trademark, service mark, patent, trade secret, or other intellectual property and proprietary rights worldwide in and to the SMART on FHIR solution.

5. Compliance with Laws.

Both parties agree to comply with all applicable laws, rules or regulations (“Applicable Laws”). Applicable Laws include, but are not limited to, federal and state physician self-referral laws and regulations, federal and state anti-kickback laws and regulations, and HIPAA regulations.

6. Disclaimer. The SMART on FHIR solution uses a matching algorithm (“matching tool”) to link patient data and charts for Organization’s patients. The Organization is responsible for the accuracy and consistency of all patient demographic information (e.g., patient name, social security number, date of birth, gender, address, etc.). The accuracy and consistency of this information will directly impact how the SMART on FHIR solution will match patient data and charts The Organization creates for patients served by Organization’s facility and, if applicable, patient data and charts created by other physicians or providers to whom The Organization or the patient gives access for treatment purposes. If, because of inadequate, inaccurate, or inconsistent data collection and/or data entry, the SMART on FHIR solution matching tool produces multiple charts for an individual patient, it is Organization’s responsibility to make the clinical decision whether to merge individual charts by utilizing the end user merge tool function available within the SMART on FHIR solution.

THE SMART ON FHIR SOLUTION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN. WE DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SMART ON FHIR APPLICATION, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. We cannot guarantee that Organization’s access to the SMART on FHIR solution will be uninterrupted or error-free. THE ORGANIZATION ACKNOWLEDGES AND AGREES THAT THE GUIDELINES OFFERED BY QUEST ARE NOT INTENDED TO REPLACE A TREATING PROVIDER’S MEDICAL JUDGMENT BASED UPON EVALUATION OF THE PATIENT, AND ANY EXCEPTIONS TO THE GUIDELINES THAT ARE NOTED BY QUEST ARE INTENDED MERELY AS A GUIDE TO ASSIST THE ORGANIZATION IN IDENTIFYING ORDERING PATTERNS OF ITS PROVIDERS THAT MAY OR MAY NOT BE ALIGNED WITH RECOMMENDATIONS UNDER OTHER GENERALLY ACCEPTED THIRD-PARTY GUIDELINES. THE ORGANIZATION ACKNOWLEDGES AND AGREES THAT QUEST DIAGNOSTICS DOES NOT ASSUME ANY LIABILITY OR RESPONSIBILITY FOR DAMAGE OR INJURY (INCLUDING DEATH) TO ANY PERSONS OR PROPERTY ARISING FROM ANY USE OF OR RELIANCE UPON ANY INFORMATION, IDEA, OR INSTRUCTION ACCESSED BY AN AUTHORIZED USER.

7. Consequential Damages and Limitation of Liability. IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES, INCLUDING INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SMART ON FHIR SOLUTION. Organization’s sole remedy against Us is to terminate this Agreement. **This limitation of liability shall not apply to claims resulting from Quest laboratory testing errors.**

8. Third Party Data Availability and Accuracy. The accuracy of third party-provided content (i.e. data from a source other than Quest Diagnostics), including any data entered directly by The Organization, is entirely dependent on that third party source, and Quest is not responsible for any errors or omissions it may contain. Similarly, Quest is not responsible should the third party data provider experience problems with making their data available to The Organization. Quest’s responsibility to The Organization is to make available third party content as and when it is made available to Quest. The Organization agrees to hold Quest harmless and indemnify Quest for any claims arising from third party provided-content or third party data.

9. Miscellaneous. All legal communications from either party shall be sent by email. Organization’s email address shall be the email address used in executing this Agreement. Our email address shall be Legal@QuestDiagnostics.com. The Organization may not assign or otherwise transfer this Agreement to any other person. The Organization agrees that the Organization has read this agreement and agrees to be bound by its terms.