

NEW CLIENT REGISTRATION FORM

CLIENT INFORMATION:

Facility Name					
Address		City		State	Zip
Main Contact Name				Phone	
Email				Fax	
Ordering Physician's Full Name				Credentials	
Physician's NPI #			License #		

ADDITIONAL PROVIDERS

Ordering Physician's Full Name					
Credentials		Physician's NPI			
Ordering Physician's Full Name					
Credentials		Physician's NPI			

ADDITIONAL LOCATIONS

Address		City		State	Zip
Main Contact Name				Phone	
Email				Fax	
Address		City		State	Zip
Main Contact Name				Phone	
Email				Fax	

RESULTS PORTAL ACCESS

First and Last Name					
Email				Phone	
First and Last Name					
Email				Phone	
First and Last Name					
Email				Phone	

Anticipated Monthly Volume ☐ 0-50 ☐ 50-100 ☐ 100-150 ☐ 150 and above

Pick Up Days: ☐ Mon. ☐ Tues. ☐ Wed. ☐ Thurs. ☐ Fri. Pick up timeframe

PHYSICIAN ACKNOWLEDGMENT:

1. I authorize Precision Testing Labs, LLC (DBA Lynk Diagnostics) to perform laboratory testing on patients from my practice in association with the facility mentioned on this form as directed by the individual requisition forms. By signing this form, it is hereby certified that the treating physician shall review the volume, frequency, and duration of testing and order laboratory testing accordingly and in accordance with clinical indication and medical necessity. I understand that it is my responsibility to determine the medical necessity of tests I have requested for the treatment and/or diagnosis of my patients. I agree to provide diagnosis codes, defined to the highest level of specificity, for each test that I order to confirm medical necessity and to enable Precision Testing Labs, LLC to bill effectively on my patient's behalf. I understand that Precision Testing Labs, LLC will be billing third party insurances for the tests I ordered. I will provide signed written orders for the patient's medical records, and any related supplemental documents necessary for processing the order and payment for such order. I certify that I will frequently monitor my orders and results.
2. I also understand that in situations where any delay in writing the order or test may result in patient harm or have a possible negative outcome, I hereby grant physician extenders, Registered Nurses, Licensed Practical Nurses, Medical Assistants who have completed proper training, or other qualified individuals from my practice the right to provide verbal/telephone orders and receive confirmation from the laboratory staff as "phone read back and verified." The laboratory staff will write on the laboratory requisition order "read back" and write their initials on the requisition. The order form will be sent to the physician's office for signature. A notation will be made on the original laboratory requisition that a verbal order was taken, and that the order was sent to the physician's office with the date and time of transmission. Such orders will be considered valid and executed as if the authorized prescriber wrote them. The order will be authenticated by the individual who issued it at the earliest opportunity but no more than 72 hours after issued and scanned to the patient encounter record. Authentication consists of the prescriber initialing and dating the transcribed order. A verbal order must contain all components of a valid written order including the name of the individual who issued it and the name and title of the person who received the order.

Drs Full Name

Drs NPI

Drs Signature

Date

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is made effective _____, ("Effective Date"), entered into between Precision Testing Labs, LLC, d/b/a Lynk Diagnostics, a Clinical Laboratory ("Business Associate") and _____, A drug and alcohol treatment facility ("Covered Entity") (each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, the Parties wish to enter into or have entered into an Agreement whereby Business Associate will provide certain administrative and/or management services ("Services") to Covered Entity and, pursuant to such Agreement, Business Associate may be considered a "Business Associate" of Covered Entity as defined in the HIPAA Security and Privacy Rules; and

WHEREAS, Business Associate may have access to Protected Health Information ("PHI"), as defined by the Health Insurance Portability and Accountability Act of 1996 as codified at 42 U.S.C. §1320d as amended by the Health Information Technology for Economic and Clinical Health Act as codified at 42 U.S.C.A. prec. §17901, enacted as part of the American Recovery and Reinvestment Act (collectively referred to as the "HIPAA Rules"), in fulfilling its responsibility under such Agreement.

THEREFORE, in consideration of the mutual promises below and the continuing exchange of information pursuant to the Agreement, the Parties agree as follows:

DEFINITIONS

The following terms used in this BAA shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms in the HIPAA Rules, as applicable.

Specific Definitions

"Agent" means a person or entity, including a Subcontractor or Workforce member, who has an agency relationship with Business Associate and who is required to receive PHI or Medical Information to provide the services in the Agreement.

"Destruction" means the use of technology or methodology by which the media on which the PHI is stored or recorded has been shredded, destroyed, cleared, or purged, as appropriate, such that the PHI cannot be read, retrieved, or otherwise reconstructed.

"Electronic Protected Health Information" or "EPHI" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103, limited to information that (i) is received by Business Associate from Covered Entity, (ii) Business Associate creates for its own purposes from Individually Identifiable Health Information that Business Associate received from Covered Entity, or (iii) is accessed, created, received, transmitted or maintained by Business Associate on behalf of Covered Entity.

"Privacy Rule" shall mean the HIPAA regulation that is found at 45 C.F.R. Parts 160 and 164.

"Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information that (i) is received by Business Associate from Covered Entity, (ii) Business Associate creates for its own purposes from Individually Identifiable Health Information that Business Associate received from Covered Entity, or (iii) is accessed, created, received, transmitted or maintained by Business Associate on behalf of Covered Entity. PHI includes EPHI.

"Security Rule" shall mean the HIPAA regulation that is found at 45 C.F.R. Parts 160 and 164.

TERMS OF AGREEMENT

Obligations and Activities of Business Associate

1. Permitted Uses and Disclosures of PHI:

- a) Business Associate may Use or Disclose PHI received from Covered Entity only to perform the Services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such Use or Disclosure would not violate HIPAA if done by Covered Entity.
- b) Any such Use or Disclosure must be limited to the minimum amount of information necessary to accomplish the intended purpose of such Use or Disclosure, as required by 45 C.F.R. §164.502(b). Business Associate shall determine what constitutes the Minimum Necessary to accomplish the intended purpose in accordance with the HIPAA Rules.
- c) Except as otherwise limited in this BAA, Business Associate may Disclose PHI if necessary for the proper management and administration or to fulfill any present or future legal responsibilities of the Business Associate, provided that the Business Associate represents to Covered Entity, in writing, that the Disclosures are Required By Law, or Business Associate obtains reasonable written assurances from the person to whom the information is Disclosed that the PHI will remain confidential and Used or further Disclosed only as Required By Law or for the purpose for which it was Disclosed to the person, and the person agrees to notify Business Associate of any instances of which it becomes aware or suspects that the confidentiality of the information has been Breached.

- d) Except as otherwise limited in the Agreement or this BAA, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. §164.504(e)(2)(i)(B) and as otherwise necessary to render the Services, provided that the purpose of such aggregation is to provide Covered Entity with data analyses relating to the Health Care Operations of Covered Entity.
- e) Business Associate may not, without Covered Entity's prior written consent, de-identify PHI it receives pursuant to this BAA and create or use such de-identified information.
- f) Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with §164.502(j).
- g) Business Associate shall notify Covered Entity in writing within two (2) business days of Business Associate's receipt of any subpoena, discovery request, court order, or other lawful process for Covered Entity's PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, Business Associate agrees to cooperate fully with Covered Entity in such challenge.

2. Prohibited Use and Disclosure of Protected Health Information:

- a) Business Associate shall not Disclose PHI about an Individual to a health plan for payment or Health Care Operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the Individual requests such restriction, in accordance with 45 C.F.R. §164.522.
- b) Business Associate represents and warrants that in no event shall PHI be stored or otherwise maintained by Business Associate or its subcontractors, agents, or other representatives outside the United States ("U.S.") without Covered Entity's prior written consent. Business Associate further represents and warrants that in no event shall it (or its subcontractors, agents, or other representatives) permit persons or entities outside of the
- c) U.S. to access PHI without Covered Entity's prior written consent and will use commercially reasonable efforts to prevent the transmission of PHI via a method or through use of a medium that is likely to result in such information being sent outside the U.S., regardless of the length of time (or lack thereof) such information may be outside the U.S., or that is likely to result in such information being accessible to persons outside the U.S.
- d) Business Associate represents and warrants that it does not currently, and will not during the term of this Agreement, use, disclose, collect, track, record, or otherwise capture PHI by or through use of web technologies, web or mobile applications, software, or programs that are furnished or otherwise made available by third parties, except as otherwise permitted by applicable law and this BAA.

3. Agents and Subcontractors: Business Associate shall ensure that any Agent, including a Subcontractor, that creates, receives, maintains, or transmits PHI on behalf of Business Associate agrees in writing to the same restrictions, conditions, and requirements that apply through this BAA to Business Associate with respect to such PHI. Business Associate assumes all liability stemming from such contracted Agents and Subcontractors and must ensure that no Agent or Subcontractor is sanctioned or excluded from participation in a federal and/or state health care program.

4. Security and Appropriate Safeguards:

- a) Business Associate shall use appropriate safeguards to prevent the unlawful Use or Disclosure of PHI and will implement administrative, physical, and technical safeguards that protect the confidentiality, integrity and availability of the PHI that it creates or receives on behalf of Covered Entity, as required by both the Privacy and Security Rules.
- b) Business Associate shall ensure that any Agent, including a Subcontractor, to whom it provides such PHI agrees in writing to implement reasonable and appropriate safeguards to protect the PHI.

5. Reporting, Investigation, and Notification:

- a) The Business Associate shall promptly report to Covered Entity any unauthorized use or disclosure of PHI, Breach of Unsecured PHI, or Security Incident, within no more than two (2) business day after Business Associate becomes aware of the unauthorized use or disclosure of PHI, Breach of Unsecured PHI or Security Incident. The Business Associate shall take all reasonable steps to mitigate any harmful after-effects, and indemnify Covered Entity against any losses, damages, expenses or other liabilities including reasonable attorney's fees incurred as a result of the Business Associate or its agent's or Subcontractor's unauthorized use or disclosure of PHI, Breach of Unsecured PHI, or Security Incident, including, but not limited to, the cost of notifying individuals affected.
- b) As required at 45 CFR 164.410, Business Associate shall, following discovery of a Breach of Unsecured PHI, notify the Covered Entity within two (2) business days upon such discovery of the Breach of Unsecured PHI. The notification by the Business Associate to Covered Entity shall include the following:
 - the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or Disclosed;

- a description of the nature of the Breach or Security Incident including the types of Unsecured PHI that were involved, the date of the Breach, suspected Breach, or Security Incident; and the date of discovery of such Breach, suspected Breach, or Security Incident;
 - a description of the type of Unsecured PHI acquired, accessed, Used or Disclosed in the Breach or Security Incident (e.g., full name, social security number, date of birth, etc.);
 - the identity of the person who made and who received (if known) the unauthorized acquisition, access, Use or Disclosure;
 - a description of what the Business Associate is doing to mitigate the damages and protect against future Breaches or Security Incidents; and
 - any other details necessary for Covered Entity to assess risk of harm to Individual(s).
- c) The Parties agree that Covered Entity, at its sole discretion, may so choose to have Business Associate carry out Covered Entity's notification obligations on Covered Entity's behalf, subject to Covered Entity's oversight and approval of any notice. Notwithstanding the foregoing, Business Associate will cooperate fully with Covered Entity in Covered Entity's efforts to carry out any investigation, mitigation, and notification related to any such Security Incident, Breach, and/or impermissible access, Use, or Disclosure of PHI not permitted by this Agreement or applicable state and federal law.
- d) Business Associate will pay the reasonable costs and expenses incurred by or on behalf of Covered Entity for investigation, remediation, and notification attributed to the Business Associate's acts or omissions, to the extent the Breach or Security Incident is caused by the acts or omissions of Business Associate or any of its employees, Agents or Subcontractors, or a material breach of this BAA by the Business Associate or any of its employees, Agents or Subcontractors. The rights and obligations under this section shall survive termination of the Agreement.
6. Mitigation: Business Associate will mitigate, to the extent practicable, any harmful effects that are known to Business Associate resulting from any Use or Disclosure of PHI for a purpose not provided for in the Agreement, Breach of PHI, or violation of the terms of this BAA, by Business Associate or by a third-party to which Business Associate Disclosed PHI pursuant to the Agreement or this BAA.
7. Electronic Health Records and Designated Record Set:
- a) To the extent that Business Associate maintains a Designated Record Set, at the written request of Covered Entity, Business Associate will provide access, to PHI in a Designated Record Set, to Covered Entity, or as directed by Covered Entity to an Individual, in accordance with 45 C.F.R. §164.524 and Section 4004 of the 21st Century Cures Act, and in no event later than five (5) business days after receiving a request for such access.
- b) If Business Associate maintains an Electronic Health Record containing PHI created for or obtained from Covered Entity, Business Associate shall provide Covered Entity a copy of such information in an electronic format, as provided for in HITECH Act §13405(e), when an Individual has made such a request to Covered Entity that would apply to PHI maintained by Business Associate, and in no event later than five (5) business days after receiving such request.
- c) To the extent applicable, and in the time and manner designated by Covered Entity, Business Associate shall make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of Covered Entity or an Individual.
8. Compliance with Other Requirements: Business Associate shall comply with all applicable state and federal law relating to the privacy and security of PHI, notwithstanding any other provision of this BAA.
9. Accounting of Disclosures: At the request of Covered Entity, Business Associate will document and report to Covered Entity all disclosures of PHI that are required for Covered Entity to provide an accounting under 45 C.F.R. §164.528 or the Privacy Rules within five (5) business days of receiving such request. If an Individual contacts Business Associate directly for such an accounting, Business Associate will direct the Individual to contact Covered Entity.
10. Internal Practices, Books and Records: Business Associate will make its internal practices, books, and such records relating to the Use, Disclosure, or compromise of PHI available to Covered Entity to determine compliance with applicable Privacy Rules and this BAA, and to the Secretary, Department of Health and Human Services or other authorized lawful authority as Required by Law or authorized by Covered Entity in writing.
11. Obligations of Covered Entity
- a) Notice of Privacy Practices: Business Associate can review the most current Notice of Privacy Practices at the Covered Entity website and/or treating location, and notify Covered Entity of any limitation(s) in its Notice of Privacy Practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation(s) may affect Business Associate's Use or Disclosure of PHI.
- b) Changes in Permission: Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.
- c) Notification of Restrictions: Covered Entity shall notify Business Associate of any restriction to the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

- d) Permissible Requests by Covered Entity: Covered Entity will not request of or require a Business Associate to Use or Disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

12. Term and Termination

- a) Term: The term of this BAA will commence upon receipt by Business Associate of any PHI or the Effective Date listed herein, whichever is earlier, and will terminate upon discharge of Business Associate's obligations under the Agreement and this BAA, including the obligations set forth in paragraph 3.2, and performance of the services.
- b) Termination for Cause: Covered Entity may terminate the underlying Agreement if Covered Entity determines Business Associate has violated a material term of this BAA and Business Associate has not cured the breach or ended the violation within seven (7) days of notification by Covered Entity.
- c) Effect of Termination: Upon termination of the Agreement or this BAA, Business Associate, will return or destroy all PHI received from Covered Entity or created by Business Associate on behalf of Covered Entity, provided, however, that in the event that Business Associate determines that returning or destroying the PHI is infeasible, or the Privacy Rules require or recommend that Business Associate maintain records containing PHI, Business Associate will not return or destroy the PHI, but will extend the protections of this BAA to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible or contrary to the Privacy Rules, for so long as Business Associate maintains such PHI.

13. Miscellaneous

- a) Ownership of Protected Health Information: The PHI (and all intellectual property rights thereto) is and will remain at all times, the property of Covered Entity as between Covered Entity and Business Associate. Business Associate may not use residual or derivative data, including reverse engineering, disassembling, decompiling, modifying, merging, or making derivative use of any PHI (or de-identified information) it obtains from or on behalf of Covered Entity pursuant to this BAA, except to the extent such use is consistent with BAA, or upon the prior written authorization of Covered Entity.
- b) Indemnification: Business Associate agrees to indemnify, defend, and hold harmless Covered Entity, its parent entities, subsidiaries and affiliates, and each of their respective directors, officers, shareholders, employees, agents, representatives, assigns and attorneys ("Indemnified Parties"), against, and in respect of, any and all claims, losses, expenses, costs, damages, obligations, penalties, fines, and liabilities ("Claims") that Covered Entity may incur by reason of, arising from, or related to Business Associate's misuse or impermissible disclosure of PHI, breach of PHI, or violation of the HIPAA Rules as it relates to the services provided or access granted under the Agreement or this BAA. Further, Business Associate agrees to indemnify, defend, and hold harmless Covered Entity, its parent entities, subsidiaries and affiliates, and each of their respective directors, officers, shareholders, employees, agents, representatives, assigns and attorneys, against all reasonable legal expenses incurred by or on behalf of Business Associate arising from, related to, or in connection with such Claims. If Covered Entity seeks indemnification by Business Associate under this Section, Covered Entity shall notify Business Associate in writing of the initial Claim or action. The selection of counsel, the conduct of the defense of any lawsuit, and any settlement shall be within Business Associate's control; provided that Covered Entity shall have the right to participate in the defense of any such Claim using counsel of its choice, at Covered Entity's expense. No settlement of a third-party Claim shall be made without notice to, and the prior written consent of, Covered Entity, which consent shall not be unreasonably withheld or delayed.
- c) Primacy: To the extent that any provisions of this BAA conflicts with the provisions of the Agreement or any other agreement or understanding between the Parties, this BAA shall control with respect to the subject matter of this BAA
- d) Regulatory References: A reference in this BAA to a statute, regulation, rule or law, shall mean the statute, regulation, rule or law, as currently drafted and as it is subsequently updated, amended or revised, including any superseding statutes, regulations, rules or laws.
- e) Amendment: The Parties agree to take such action as is necessary to amend the Agreement or this BAA, from time to time, as is necessary for Covered Entity to comply with the requirements of the Privacy Rules, the Security Rules and HIPAA. If Covered Entity reasonably concludes that an amendment to this BAA is necessary to comply with applicable law, Covered Entity will notify Business Associate in writing of the proposed modifications and request Business Associate's written approval. Business Associate shall have thirty (30) days to sign the amended BAA and return it to Covered Entity.
- f) Survival: The respective rights and obligations of Business Associate under this BAA shall survive the termination of the underlying Agreement and this BAA. Business Associate shall maintain information required to account for disclosures of PHI for a period of six (6) years following termination of the Agreement and this BAA and Covered Entity shall have a continuing right, upon reasonable notice, to access such information for inspection and copying.
- g) Interpretation: Any ambiguity in the Agreement or this BAA shall be resolved to permit Covered Entity to comply with the Privacy Rules and the Security Rules.
- h) No Third-Party Beneficiaries: Except as otherwise provided in the Privacy Rules or this BAA, there are no third-party beneficiaries to this BAA. Business Associate's obligations are to Covered Entity only.
- i) Successors and Assigns: This BAA will inure to the benefit of, and be binding upon, the successors and assigns of the Parties. However, this BAA is not assignable by any party without the prior written consent of the other Parties.

- j) Effect on the Agreement: Except as specifically required to implement the purposes of this BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have duly executed this BAA.

COVERED ENTITY

BUSINESS ASSOCIATE

Signature:

Signature:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date: