



Trident Dental Laboratories

12000 Aviation Boulevard, Hawthorne, CA 90250

BUSINESS ASSOCIATE'S HIPAA PRIVACY COMPLIANCE AGREEMENT

Trident Labs, Inc, d.b.a. Trident Dental Laboratories (the "lab"), provides this Privacy Compliance Agreement ("Agreement") in order for Covered Entities ("clients") to rely on the lab to help clients meet their obligations under the Department of Health and Human Services' federal privacy protection regulation for patients' medical records and other personal health information (Privacy Rule) regarding clients' Business Associates, in accordance with 45 CFR Part 160 and Part 164, Subparts A and E.

Terms used in the Agreement have the same meaning as those terms in the Privacy Rule. Business Associates will mean the lab, and Covered Entities will mean the lab's clients.

Notwithstanding, no reasonable basis exists to believe that the health information that clients provide to the lab can be used to identify individuals. Clients provide neither telephone numbers, addresses, birth dates, social security numbers, medical records nor any other data defined in the Privacy Rule directly identifying individuals and/or individuals' relatives, employers or household members ("Protected Health Information"). Clients may provide names for the lab's incidental and secondary use to help said clients identify cases.

The lab understands that Protected Health Information that may be provided by clients to the lab is only to help clients carry out their health care functions - not for the lab's independent use - and further agrees the lab will:

- Use Protected Health Information only for the purposes for which clients engage it.
- Safeguard Protected Health Information from misuse.
- Help clients comply with their obligations under the Privacy Rule.
- Cooperate with clients to provide access to information upon request where this applies.

Nothing in the Agreement is intended to change the customary dentist/dental laboratory relationship; which is to provide dental laboratory services via commercial common carrier and/or standard parcel carrier pursuant to clients' prescriptions. The lab does not have separate written business agreements with clients, other than the terms and conditions that apply to prescriptions that are received. This Agreement is not intended by the lab or its clients to result in binding legal contracts under State law, and may be amended from time to time to more accurately reflect business arrangements between the lab and its clients.

End