Exhibit A – Business Associate Agreement

This Business Associate Agreement, dated as of ______________ (“Agreement”), supplements and is made a part of the Services Agreement (as defined below) by and between __________ (“Organization”) and KenSci, Inc. (“KenSci”).

WHEREAS, Organization and KenSci are parties to the “Services Agreement” (as defined below) pursuant to which KenSci provides KenSci services (collectively the “Services”) to Organization.

WHEREAS, this Agreement defines the rights and responsibilities of each party with respect to Protected Health Information as defined in the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder, as each may be amended from time to time (collectively, “HIPAA Regulations”) with respect to the provision of the Services.

WHEREAS, this Agreement is intended to satisfy any applicable obligations of Organization under 45 C.F.R. Sections 164.308(b), 164.314(a) and 164.504(e) and shall be applicable only in the event and to the extent KenSci meets, with respect to Organization, the definition of a Business Associate set forth at 45 C.F.R. §160.103, or applicable successor provisions with respect to the provision of the Services.

WHEREAS, in light of the foregoing and the requirements of HIPAA Regulations, including as amended pursuant to the HITECH Act, Organization and KenSci agree to be bound by the following terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.
   (a) General. Terms used, but not otherwise defined, in this Agreement shall have the same meaning given to those terms by HIPAA Regulations, including as amended pursuant to the HITECH Act, as in effect or as amended from time to time, or in the Services Agreement.
   (b) Specific.
      (i) “Breach” shall have the same meaning as the term “breach” in the 45 C.F.R. §164.402.
      (ii) “Business Associate” shall mean KenSci, Inc.
      (iii) “Electronic Protected Health Information” or “Electronic PHI” shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103, limited to the information that Business Associate creates, receives, maintains, or transmits from or on behalf of Organization under the Services Agreement.
      (iv) “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
      (v) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 164, Subpart E.
      (vi) “Protected Health Information” or “PHI” shall mean “protected health information,” as that term is defined in 45 C.F.R. § 160.103, limited to the information that Business Associate creates, receives, maintains, or transmits from or on behalf of Organization under the Services Agreement.
      (vii) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 160.103.
      (viii) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
      (ix) “Security Rule” shall mean the Security Standards at 45 C.F.R. Part 164, Subpart C.
      (x) “Services Agreement” shall mean any present or future agreements, either written or oral, between Organization and Business Associate under which Business Associate provides services to Organization which involve the access, use or disclosure of PHI.
      (xi) “Unsecured Protected Health Information” or “Unsecured PHI” shall have the same meaning as the term “unsecured protected health information” in 45 C.F.R. §164.402.

2. Obligations and Activities of Business Associate.
   (a) Use and Disclosure. Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by the Services Agreement or this Agreement, or as permitted or Required by Law.
   (b) Appropriate Safeguards. Business Associate agrees to use reasonable and appropriate administrative, physical, and technical safeguards to prevent the use or disclosure of the Electronic Protected Health Information other than as provided for by the Services Agreement or this Agreement. Except for the specific uses and disclosures set forth in the Services Agreement and this Agreement, Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Organization.
   (c) Reporting of Improper Access, Use, or Disclosure. Business Associate agrees to report to Organization any impermissible acquisition, access, use or disclosure of Protected Health Information of which it becomes aware as required by 45 C.F.R. § 164.410. Continuing notice is hereby deemed provided, and no further notice will be provided, for unsuccessful attempts at unauthorized access, use, disclosure, modification, or destruction of PHI or interference with the Services. Business Associate’s obligation to report under this Section 2(c) is not and will not be construed as an acknowledgement by Business Associate of any fault or liability with respect to any use, disclosure, or Breach.
   (d) Mitigation. Business Associate agrees to mitigate, to the extent reasonably practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate or its agents or subcontractors in violation of the requirements of this Agreement.
   (e) Agents. Business Associate agrees to obtain from any agent, including a subcontractor to whom it provides Protected Health Information, reasonable assurances that it will adhere to the same restrictions and conditions that apply to Business Associate under this Agreement with respect to such information.

The details of this SOW are confidential.
5. Term and Termination.

The details of this SOW are confidential.
(a) Term. The term of this Agreement shall continue for the term of the Services Agreement and following termination of the Services Agreement until all Protected Health Information is destroyed or returned to Organization or its designee.

(b) Termination. Breach of this Agreement shall be a material breach of the Services Agreement giving rise to a right of termination (subject to the applicable right to cure) under the Services Agreement.

(c) Effect of Termination. Upon termination of the Services Agreement for any reason, Business Associate shall return or destroy all Protected Health Information not necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate as well as Business Associate itself. When such information is returned or destroyed, Business Associate shall retain no copies of the Protected Health Information. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide Organization notification of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. In the event that Organization requires Business Associate to retain the Protected Health Information after termination of the Services Agreement, Organization shall bear the reasonable cost of storage of such Protected Health Information for as long as storage by Business Associate is required.

6. Miscellaneous.

(a) Amendment. Each party agrees to take such action as is reasonably necessary to amend this Agreement from time to time as is necessary for Organization to comply with the requirements of HIPAA Regulations as they may be amended from time to time; provided, however, that if such an amendment would materially increase the cost of Business Associate providing service under the Agreement, Business Associate shall have the option to terminate the Agreement on thirty (30) days advance notice.

(b) Survival. The respective rights and obligations of the parties under this Agreement shall survive the termination of this Agreement and the Services Agreement.

(c) Interpretation. Any ambiguity in the Agreement shall be resolved to permit either the Business Associate or Organization to comply with HIPAA Regulations.

(d) Miscellaneous.

(i) The terms of this Agreement are hereby incorporated into the Services Agreement. In the event of a conflict between the terms of this Agreement and the terms of the Services Agreement, the terms of this Agreement shall prevail.

(ii) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington, exclusive of conflict of law rules.

(iii) The Services Agreement together with this Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein, and this Agreement supersedes and replaces any former business associate agreement or addendum entered into by the parties.

(iv) This Agreement may be executed in counterparts, each of which when taken together shall constitute one original. Any PDF or facsimile signatures to this Agreement shall be deemed original signatures to this Agreement.

(v) No amendment or modification to the Agreement or waiver of any provision hereof shall be effective except in a writing duly signed by both parties.

(vi) A waiver with respect to one event will not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

Customer: KenSci, Inc.

By: ___________________________  By: ___________________________
Name: _________________________  Name: _________________________
Title: _________________________  Title: _________________________
Date: _________________________

The details of this SOW are confidential.