

# BUSINESS ASSOCIATE AGREEMENT (BAA)

This Business Associate Agreement ("Agreement") is entered into by and between **Javier's Computer Repair** ("Business Associate") and the undersigned customer or covered entity ("Covered Entity"), effective as of the date of last signature below.

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## 1. Parties

### **Business Associate:**

Javier's Computer Repair  
724 G Street Unit #A  
Chula Vista, CA 91910  
Phone: 619-746-5615  
Website: <https://javierscomputerrepair.com>

### **Covered Entity:**

Customer or organization receiving services from Javier's Computer Repair.

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## 2. Purpose

This Agreement is intended to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including the Privacy, Security, Breach Notification, and Enforcement Rules (45 CFR Parts 160 and 164), and governs the use and disclosure of Protected Health Information ("PHI") by the Business Associate in connection with IT, computer repair, data recovery, diagnostics, or related technical services.

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## 3. Permitted Uses and Disclosures

The Business Associate may use or disclose PHI only as necessary to perform services for the Covered Entity, or as required by law. Access to PHI shall be limited to the minimum necessary to accomplish the intended purpose.

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## 4. Safeguards

The Business Associate agrees to implement reasonable administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of electronic PHI (ePHI) that it creates, receives, maintains, or transmits.

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## **5. Subcontractors**

The Business Associate shall ensure that any subcontractors or third parties who may have access to PHI agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement.

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## **6. Breach Notification**

The Business Associate shall notify the Covered Entity without unreasonable delay, and in no case later than **60 days**, after discovery of any breach of unsecured PHI, as defined by HIPAA. Such notification shall include known details of the breach and mitigation steps taken.

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## **7. Access, Amendment, and Accounting**

To the extent required by HIPAA, the Business Associate shall:

- Make PHI available to the Covered Entity for access requests
  - Make PHI available for amendment
  - Provide information necessary to allow the Covered Entity to respond to an accounting of disclosures request
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## **8. Mitigation**

The Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI that violates this Agreement.

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## **9. Term and Termination**

This Agreement shall remain in effect until terminated by either party.

Either party may terminate this Agreement upon written notice if the other party has violated a material term and failed to cure the violation within a reasonable time.

Upon termination, the Business Associate shall return or securely destroy all PHI, if feasible.

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## **10. No Sale or Improper Use of PHI**

The Business Associate shall not sell, rent, or use PHI for marketing, advertising, or any purpose not permitted by HIPAA or this Agreement.

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## 11. Legal Compliance

The Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI available to the U.S. Department of Health and Human Services (HHS) for purposes of determining HIPAA compliance, if required by law.

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## 12. Miscellaneous

- **Governing Law:** State of California
  - **Amendment:** This Agreement may be amended as necessary to comply with changes in HIPAA regulations
  - **Survival:** Obligations regarding PHI survive termination of this Agreement
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## 13. Signatures

By signing below, the parties agree to the terms of this Business Associate Agreement.

### Covered Entity

Name: \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### Business Associate

Javier's Computer Repair

Authorized Signature: \_\_\_\_\_

Name: Javier Haros

Date: \_\_\_\_\_

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*Version: 1.0 | Prepared for Javier's Computer Repair*