

# NEXACC

## Business Associate Agreement (template)

NEXACC LLC - HIPAA compliance package v2026.1 - issued 2026-08-31

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The agreement we execute with every covered entity before any protected health information moves, aligned to 45 CFR 164.504(e).

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### 1. Parties and purpose

This Business Associate Agreement supplements the services agreement between the Covered Entity and NEXACC (Business Associate) and governs any Protected Health Information (PHI) created, received, maintained, or transmitted by NEXACC on the Covered Entity's behalf in the course of medical billing, revenue cycle management, credentialing, and related accounting services.

Terms used but not defined here have the meaning given in the HIPAA Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

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### 2. Permitted uses and disclosures

NEXACC may use or disclose PHI only to perform the services described in the underlying agreement, for its own proper management and administration, or as required by law.

NEXACC applies the minimum-necessary standard to every use, disclosure, and request for PHI.

NEXACC will not use or disclose PHI in a manner that would violate the Privacy Rule if done by the Covered Entity.

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### 3. Safeguards

NEXACC implements the administrative, physical, and technical safeguards required by 45 CFR 164.308, 164.310, and 164.312, including access control, unique user identification, encryption of PHI in transit and at rest, audit controls, integrity controls, and transmission security.

NEXACC maintains written policies and procedures and retains required documentation for six years from the later of the date of creation or the date last in effect.

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### 4. Subcontractors

NEXACC will ensure that any subcontractor that creates, receives, maintains, or transmits PHI on its behalf agrees in writing to restrictions and conditions at least as restrictive as those that apply to NEXACC under this agreement.

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### 5. Reporting and breach notification

NEXACC will report to the Covered Entity any use or disclosure of PHI not permitted by this agreement, any security incident of which it becomes aware, and any Breach of Unsecured PHI.

Notification of a Breach will be made without unreasonable delay and no later than 30 calendar days after discovery, and will include the identification of each individual whose PHI was involved, together with the information required by 45 CFR 164.410(c) to the extent known.

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## 6. Individual rights

NEXACC will make PHI in a Designated Record Set available to the Covered Entity so it can respond to access requests under 45 CFR 164.524 and amendment requests under 164.526.

NEXACC will document disclosures of PHI and related information and make it available so the Covered Entity can respond to an accounting of disclosures request under 45 CFR 164.528.

NEXACC will make its internal practices, books, and records relating to PHI available to the Secretary of Health and Human Services for purposes of determining compliance.

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## 7. Term and termination

This agreement is effective on the date of execution and terminates when all PHI is returned or destroyed, or protections are extended to any PHI that cannot feasibly be returned or destroyed.

The Covered Entity may terminate the underlying agreement if NEXACC materially breaches this agreement and does not cure the breach within 30 days of written notice.

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## 8. Execution

Covered Entity: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

NEXACC: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Questions about this document: [info@nexacc.com](mailto:info@nexacc.com). NEXACC is not a covered entity; it acts as a business associate to the practices it serves.