



Business Associate Agreement

HIPAA PRIVACY • SECURITY • BREACH NOTIFICATION

Jayne's Practice Management & Billing Consulting Services LLC

PARTIES AND EFFECTIVE DATE

Effective date: _____. "Covered Entity" (or "Upstream Business Associate," where applicable): _____ ("Client"). "Business Associate": Jayne's Practice Management & Billing Consulting Services LLC ("Consultant"). This BAA supplements the Parties' Consulting Agreement or other written services agreement ("Services Agreement") and applies only to PHI Consultant creates, receives, maintains, or transmits for Client.

1 DEFINITIONS AND PRECEDENCE

Terms including Protected Health Information ("PHI"), electronic PHI ("ePHI"), Breach, Security Incident, Subcontractor, Individual, and Required by Law have the meanings assigned by HIPAA, 45 CFR Parts 160 and 164. If this BAA conflicts with the Services Agreement concerning PHI, this BAA controls. Applicable more protective federal or state requirements also apply.

2 PERMITTED USES AND DISCLOSURES

Consultant may use or disclose PHI only as reasonably necessary to provide the contracted RCM, billing, coding, auditing, CDI, claims, analytics, or other specifically authorized services; as Required by Law; or for Consultant's proper management and administration and legal responsibilities as permitted by HIPAA, subject to required assurances for disclosures. Consultant will not use or disclose PHI in a way that would violate HIPAA if performed by Client, except where HIPAA expressly permits business associate activities. No marketing, sale of PHI, or use of identifiable PHI to train general-purpose AI models is authorized.

3 SAFEGUARDS AND MINIMUM NECESSARY

Consultant will implement appropriate administrative, physical and technical safeguards, comply with applicable HIPAA Security Rule requirements for ePHI, restrict access to authorized personnel and approved subcontractors, and use or request only the minimum necessary PHI where the HIPAA standard applies. Safeguards will be risk-based and include reasonable access controls, workforce training, secure transmission and incident response. Client will notify Consultant of applicable restrictions, permission changes and privacy-practice limitations relevant to the services.

4 INCIDENT AND BREACH REPORTING

Consultant will report known impermissible uses or disclosures, Security Incidents and suspected or confirmed Breaches of unsecured PHI to Client without unreasonable delay and, for suspected or confirmed Breaches, target initial written notice within 5 business days of discovery (and in all cases within the deadline required by 45 CFR 164.410). Consultant will provide available facts, affected data categories, mitigation steps, and reasonable follow-up information as it becomes available. This contractual initial-notice target does not change statutory notification obligations or allocate legal responsibility for external notices. Routine unsuccessful security events may be reported in an agreed periodic summary where legally permissible.

5 SUBCONTRACTORS AND TECHNOLOGY



Before allowing a subcontractor to create, receive, maintain or transmit PHI, Consultant will enter into a compliant downstream BAA imposing applicable equivalent restrictions and safeguards. Cloud, analytics and AI vendors with PHI access must be approved for the relevant use and contractually appropriate. Neither Party will upload PHI into public, consumer or otherwise unapproved AI tools.

6 INDIVIDUAL RIGHTS AND REGULATORY COOPERATION

As applicable to the services, Consultant will make PHI in a designated record set available to Client to support access requests under 45 CFR 164.524, amendments under 164.526, and disclosure accountings under 164.528; reasonably cooperate with applicable restrictions and required notifications; and comply with Privacy Rule duties that Client expressly delegates. Consultant will make required internal practices, books and records available to the HHS Secretary for HIPAA compliance review.

7 CLIENT RESPONSIBILITIES

Client will provide only PHI necessary for authorized services, communicate applicable restrictions and changes, maintain proper notices and authorizations where required, provision secure access, and not direct Consultant to make an impermissible disclosure. Client retains responsibility for its own breach assessments and notifications unless expressly delegated in a signed addendum.

8 TERM, CURE AND TERMINATION

This BAA is effective while Consultant holds PHI under the Services Agreement. Client may terminate this BAA and related PHI services for a material violation after a reasonable opportunity to cure when feasible; where cure is impossible or a serious risk persists, Client may terminate immediately as permitted by HIPAA. Either Party will notify the other of material privacy or security noncompliance it identifies.

9 RETURN, DESTRUCTION AND SURVIVAL

At termination, Consultant will return or securely destroy PHI received or created on Client's behalf, including subcontractor-held copies, if feasible and as instructed in writing. If return or destruction is infeasible or retention is legally required, Consultant will document the basis, retain only necessary PHI, continue appropriate safeguards and restrict further use or disclosure to the reason retained for as long as it remains held. These obligations survive termination.

10 STATE LAW, CHANGES AND INTERPRETATION

The Parties will comply with applicable state privacy and breach requirements, including Florida Statutes § 501.171 when it applies; HIPAA preemption and other state-law exceptions remain governed by law. The Parties will amend this BAA as reasonably necessary to comply with applicable law. Any ambiguity is interpreted to permit HIPAA compliance. This BAA does not by itself establish a patient-provider relationship or replace Client's HIPAA policies.

IMPLEMENTATION DETAILS

Privacy/security contact for Client: _____

Privacy/security contact for Consultant: _____

Approved secure transfer / portal: _____

PHI types / systems in scope: _____

Authorized subcontractors or platforms (if any): _____

ACCEPTANCE AND SIGNATURES



By signing, each authorized representative confirms authority to bind the identified organization. Electronic signatures and counterparts are acceptable to the extent permitted by applicable law.

Covered Entity / Upstream Business Associate	Consultant
Legal entity:	Jayne's Practice Management & Billing Consulting Services LLC
Representative:	Jayne Cambas / Authorized representative
Title:	Title:
Signature:	Signature:
Date:	Date: