



Healthcare Consulting Agreement

MASTER SERVICES AGREEMENT | FLORIDA-BASED • NATIONWIDE ENGAGEMENTS

Jayne's Practice Management & Billing Consulting Services LLC

PARTIES AND EFFECTIVE DATE

This Healthcare Consulting Agreement ("Agreement") is entered into as of _____ ("Effective Date") between Jayne's Practice Management & Billing Consulting Services LLC ("Consultant") and _____ ("Client"), located at _____. Each is a "Party."

1 SCOPE AND STATEMENTS OF WORK

Consultant may provide revenue cycle management (RCM), coding, billing production support, CDI, HCC/risk adjustment, audits, payer reimbursement, credentialing, education, and related advisory services only as specified in a mutually signed Statement of Work ("SOW"). Each SOW controls deliverables, service level, exclusions, timelines, fees, and authorized systems. No services are required until a SOW is signed.

2 ENGAGEMENT MODELS

Services may be fixed-fee packages, hourly consulting, third-party production, audit projects, or separately contracted litigation/expert engagements. Production volumes, turnaround commitments, coverage hours, escalation channels, and client approvals must be specified in the SOW. Expert testimony, depositions, and litigation work require a separate expert-engagement addendum.

3 CLIENT COOPERATION AND AUTHORITY

Client will designate an authorized contact; supply accurate, complete and timely data; retain payer contracts and applicable permissions; maintain valid licenses, enrollments and records; and approve final claims, coding policy, patient communications, refunds, and operational decisions unless a written SOW expressly delegates limited authority. Consultant may reasonably pause work when data, access or approvals are missing.

4 FEES AND PAYMENT

Rates and any deposit/retainer appear in the SOW. Unless otherwise stated there, invoices are due within 15 calendar days of receipt; undisputed late amounts may accrue interest at the lesser of 1% per month or the lawful maximum after written notice and a 10-day cure period. Client shall dispute an invoice in writing within 15 days, describing the basis; undisputed amounts remain payable. Preapproved out-of-pocket expenses are billed at cost. No fee is contingent on a reimbursement or litigation outcome.

5 PROJECT MEASUREMENT AND REPORTING

For engagements with measurable outcomes, the SOW identifies KPI definitions, reporting period, data source, baseline, targets, accountable owner, and review cadence. Possible measures include net collection rate, days in A/R, initial denial rate, clean claim rate, first-pass resolution, aged A/R, charge lag, coding accuracy and audit closure. Changes in payer mix, case complexity, volume, systems or staffing may affect results. Targets are planning objectives, not guarantees.

6 PRIVACY, SECURITY AND ACCESS



Each Party will protect confidential information using reasonable administrative, technical and physical safeguards. Where Consultant creates, receives, maintains or transmits PHI as a business associate, the Parties must execute a separate BAA before PHI access. Client will provision unique, least-privilege accounts; neither Party will send PHI through unapproved channels. No PHI may be entered into public or unapproved generative-AI systems. Any approved AI or automation use must comply with the BAA, client policy and applicable law and remain subject to appropriate human review.

7 CONFIDENTIALITY AND WORK PRODUCT

Confidential information excludes information lawfully public, already known without restriction, independently developed, or lawfully obtained from another source. Each Party may disclose it only to personnel and approved contractors with a need to know and appropriate confidentiality duties, or as legally required after lawful notice where permitted. Upon full payment, Client may use final client-specific deliverables internally; Consultant retains preexisting templates, methodologies, tools and general know-how, granting Client a perpetual internal-use license to any such embedded materials.

8 INDEPENDENCE AND COMPLIANCE

Consultant acts as an independent contractor, not an employee, legal counsel, auditor of record, or payer representative. Both Parties will comply with applicable federal and state requirements, including HIPAA where applicable, Medicare/Medicaid and payer requirements, and Florida law to the extent applicable. Consultant may decline instructions reasonably believed to be unlawful, unsupported, or inconsistent with coding/compliance standards.

9 CHANGE CONTROL AND QUALITY CONCERNS

Material changes in scope, schedule, access, staffing, or deliverables require written approval. Client will identify material concerns within 15 business days after receiving a deliverable; Consultant will reasonably review and correct substantiated errors within the agreed scope. Neither Party is responsible for errors arising from inaccurate or withheld information provided by the other.

10 TERM, SUSPENSION AND TERMINATION

The Agreement continues until terminated by either Party on 30 days' written notice, unless a SOW specifies otherwise. Either Party may terminate for material breach if uncured within 15 days after written notice; immediate termination is permitted for serious security threats, unlawful instructions, or circumstances where cure is not reasonably possible. Client pays for authorized services and noncancelable approved costs incurred through termination. Parties will reasonably cooperate on transition, subject to payment and privacy obligations.

11 LIABILITY AND DISPUTES

Neither Party guarantees reimbursement, payer decisions, revenue growth, regulatory outcomes, or litigation results. To the extent allowed by law, neither Party is liable for indirect, incidental, special or consequential damages. Any negotiated cap on direct damages, insurance requirements, indemnification, or exceptions for confidentiality/security misconduct should be specified in the SOW or a signed addendum; this template does not impose a blanket liability cap. Parties will first attempt good-faith executive-level resolution for 20 business days. Florida law governs, excluding conflict-of-law principles, subject to mandatory law elsewhere; exclusive venue, if legally permissible, is the state or federal courts serving Miami-Dade County, Florida.

12 GENERAL TERMS

Notices must be sent to the contacts in the SOW by email with confirmation or another agreed method. Neither Party may assign this Agreement without consent except to a successor in a bona fide business transaction that



assumes all obligations. The Agreement, signed SOWs, BAA (where applicable), and signed addenda are the entire agreement; amendments must be in writing. In case of conflict, the BAA governs PHI matters, the SOW governs project-specific commercial terms, and this Agreement governs otherwise. Invalid provisions do not invalidate the remainder.

EXHIBIT A | STATEMENT OF WORK — COMPLETE PER PROJECT

Use this exhibit to avoid ambiguity and tailor each engagement to the selected service audience.

Engagement / audience	☐ Consulting ☐ Third-party production ☐ Audit ☐ Expert/litigation (separate addendum)
Client / project name	_____
Scope & exclusions	_____ _____
Deliverables / due dates	_____ _____
Fee / deposit / billing	_____
Systems / authorized access	_____
KPI baseline / target / source	_____ _____
Review cadence / contacts	_____
Additional terms / approvals	_____

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.

Client	Consultant
Legal entity:	Jayne's Practice Management & Billing Consulting Services LLC _____
Representative:	Jayne Cambas / Authorized representative _____
Title: _____	Title: _____
Signature: _____	Signature: _____
Date: _____	Date: _____