



J&B MEDICAL

Vendor Portal

USER GUIDE

Welcome to the J&B Medical Vendor Portal!

We're happy to have you as one of our valued vendors. Below is a user guide to assist in operating the J&B Medical Vendor Portal. To get started, click [HERE](#).

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1. Activating your Vendor Portal Account

You must use your company email address to register for Vendor Portal access.

We recommend always using a Chrome web browser when accessing the Vendor Portal.

Select **“Register as a new user”**

Welcome to the J&B Medical Vendor Portal

If you are having trouble logging in, please clear your cache or access the VENDOR PORTAL from Chrome

Email

Password

Remember me?

Log in

Register as a new user

Forgot your password?

Complete all of the fields.

Register your account.

First Name

Last Name

State

Phone

Company Name

Company NPI

Email

Password

Confirm password

I Agree to the terms and conditions.

Register

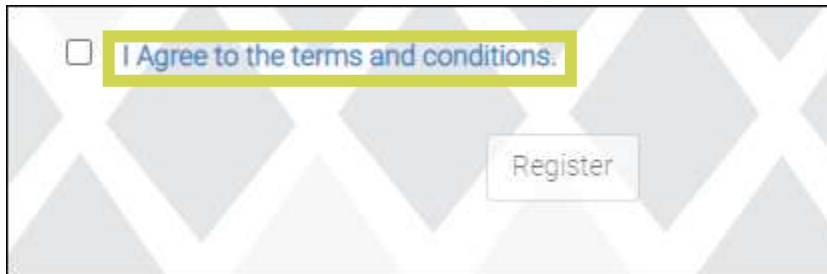
Please note:

Your company's National Provider Identifier (NPI) is required.

Visit the is NPES NPI Registry at [NPPES NPI Registry \(hhs.gov\)](https://www.hhs.gov/nppes) to locate the NPI, if needed.

Passwords must contain a digit, an upper-case letter, a lower-case letter, and a special character (@, \$, !, etc.).

Once the information is completed, review the **Terms & Conditions**.



I Agree to the terms and conditions.

Register

If you agree to J&B Medical's Vendor Portal Terms & Conditions, check the checkbox.

Then, select "**Register.**"

You will receive the following message:



You will also receive an email to confirm your account.

Important: Do not skip this step.



Once you confirm your account, you will receive the following message:



Your portal account will be registered within 24 to 48 hours Monday – Friday.



If you are denied, you will receive the following message:



Please note: You can email ProviderServices@jandbmedical.com for assistance.

Once approved, you will receive the following email notification:



2. Logging In

Enter your registered **email** and **password**, then select “**LOGIN.**”



Welcome to the J&B Medical Vendor Portal

If you are having trouble logging in, please clear your cache or access the VENDOR PORTAL from Chrome

Email

Password

Remember me?

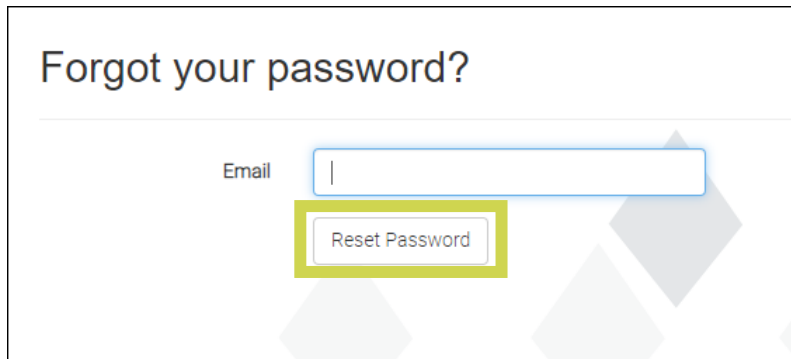
[Register as a new user](#)

[Forgot your password?](#)

3. Forgotten Password

If you have forgotten your password, select “**Forgot your password?**”

You will then be required to provide your e-mail address.



Forgot your password?

Email

Reset Password

You will receive the following notice:



You will also receive a password reset email to the e-mail provided.



Reset your password.

The image shows a "Reset password" form. It has three input fields: "Email" with the value "TJones@Somewhere.com", "Password" with seven asterisks, and "Confirm password" with seven asterisks. Below the fields is a "Reset" button, which is highlighted with a yellow border.

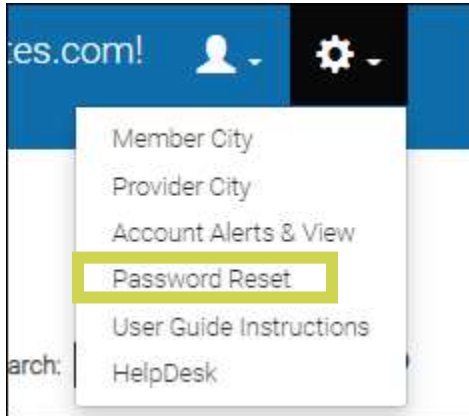
Once you reset your password you will receive the following confirmation and can log in.



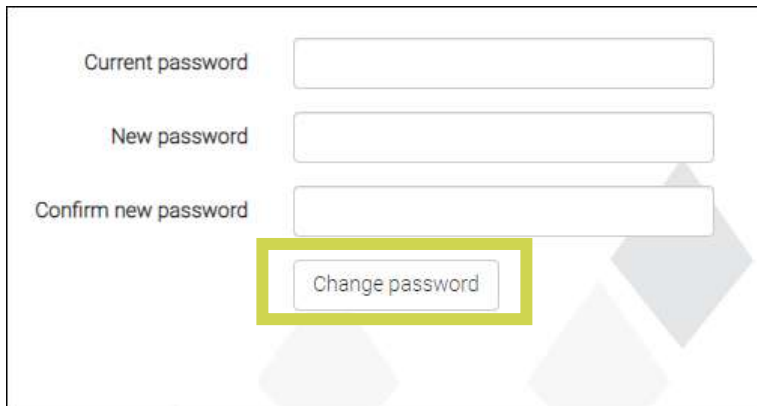
4. Changing your Password

To change your password, select the Settings icon at the top of the navigation bar:

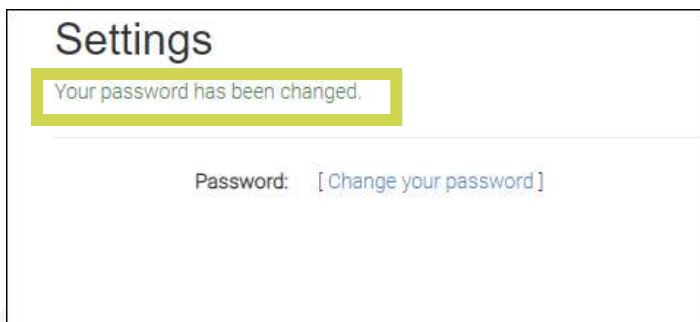
Select **“Password Reset”**:



Enter your current password, new password, confirm your new password, and select **“Change password”**.

A screenshot of a password change form. It contains three input fields: 'Current password', 'New password', and 'Confirm new password'. Below the fields is a button labeled 'Change password', which is highlighted with a yellow rectangular box.

You will receive a confirmation that your password has been changed:



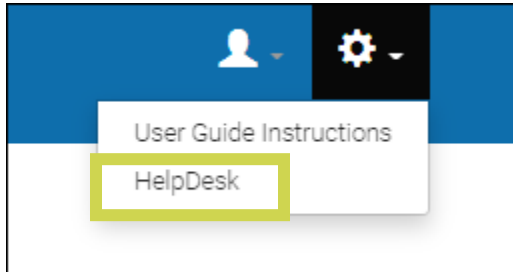
For security purposes, users will be required to complete a Password Reset every three (3) months.

Email notices and reminders will be sent when a password reset is due.

Failure to complete a password reset will result in the user being temporarily locked out of the Vendor Portal until a Password Reset is completed.

5. HelpDesk

In the event you experience any technical issues with the Vendor Portal, send a ticket to J&B Medical's HelpDesk:



Include a description of the issue you are experiencing.

Add specific details of the issue such as, error message verbiage, browser details, .

Enter your professional email address.

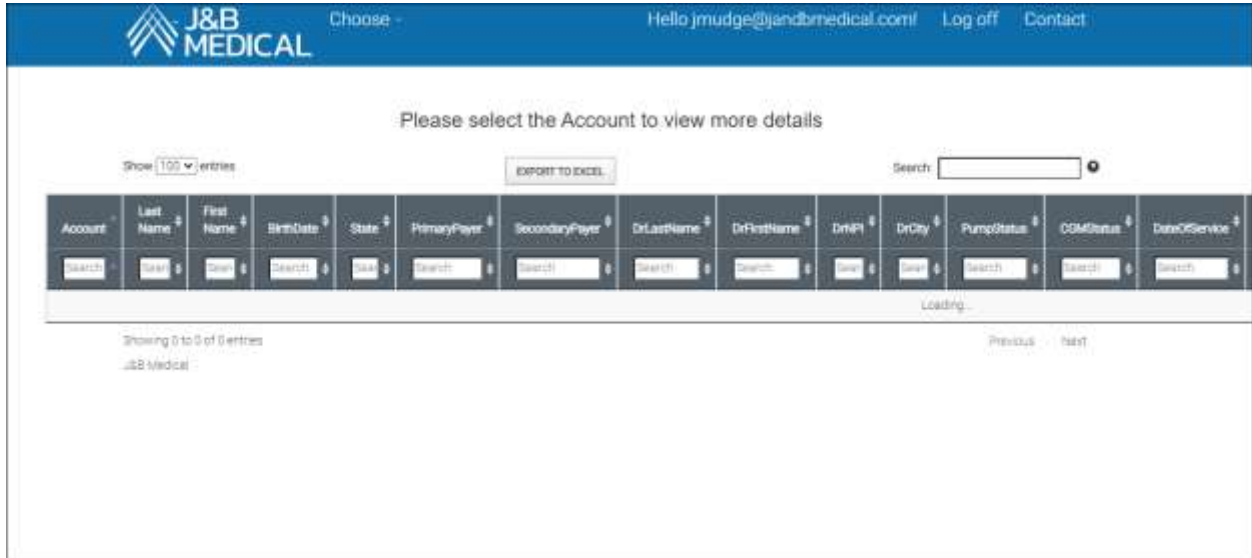
Select **“Create”**.

Our HelpDesk will assist you as quickly as possible.

6. Homepage

Once you have logged in, this is what your homepage will look like.

Allow a few minutes for the information to load if it does not appear immediately.



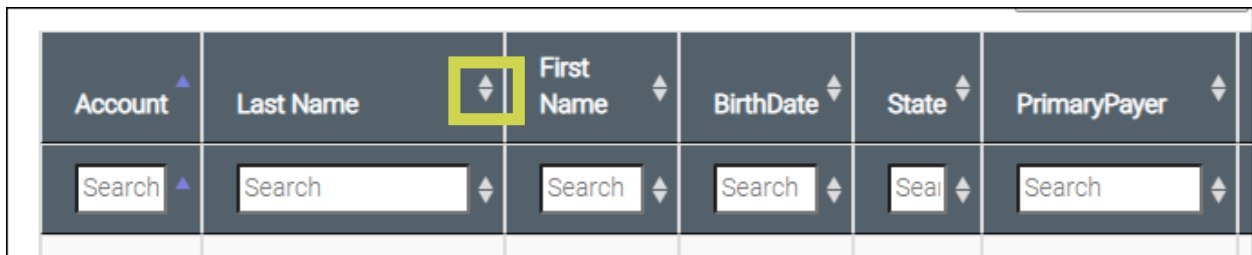
Once loaded, you will be able to see a listing of your company's accounts with J&B Medical.

Note:

Columns on the home page are customizable. If columns need to be added or removed, send the customization request to:

ProviderServices@jandbmedical.com

To sort a column, select the arrow in the column heading:



To filter a column, type in the text box in the column heading:

Account	Last Name	First Name	BirthDate	State	PrimaryPayer
<input type="text" value="Search"/>	<input type="text" value="TESTING"/>	<input type="text" value="Search"/>	<input type="text" value="Search"/>	<input type="text" value="Search"/>	<input type="text" value="Search"/>

Filtering and Sorting columns can be used together and in multiple columns simultaneously.

There is also a basic **Search** function available:

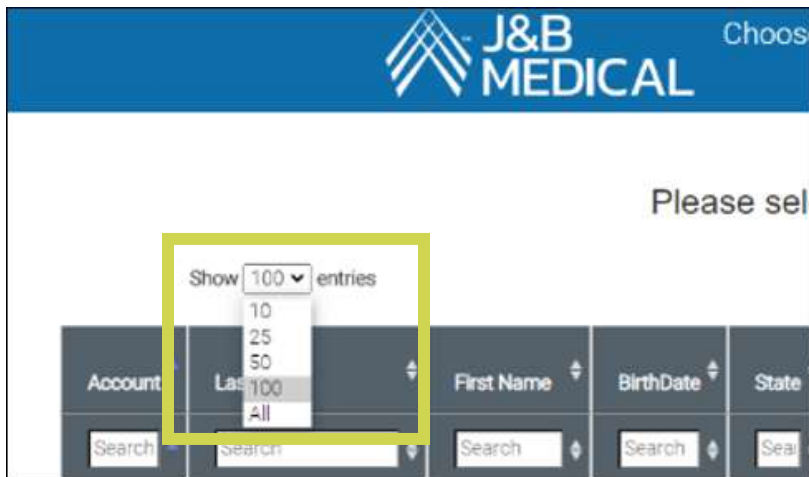
Please select the Account to view more details.

Show entries

Search:

If the Search function is used, Filtering and Sorting in the columns can still be used.

To expand the amount of results on each page, select the “**Show xx entries**” dropdown and select the amount you wish to see:



To export the data from the Vendor Portal, select “EXPORT TO EXCEL”:

The screenshot shows the top navigation bar of the J&B Medical Vendor Portal. The header includes the J&B Medical logo, a 'Choose' dropdown menu, and the user name 'Hello jmudge@'. Below the header, a message reads 'Please select the Account to view more details'. A 'Show 100 entries' dropdown is visible. A yellow box highlights the 'EXPORT TO EXCEL' button. Below this, a table header is partially visible with columns: Last Name, First Name, BirthDate, State, PrimaryPayer, SecondaryPayer, DrLastName, and DrF.

To view more details about an individual account, select the account number:

Account	Last Name	First Name	BirthDate	State	PrimaryPayer
7802	Search	Search	Search	Seal	Search
7802	TESTING	BOB	1/1/1901	MI	PRIORITY HEALTH MEDICAR HMO

7. Detailed Account Information

Once you select an account, **Account Details** (name, date of birth, address, phone number, etc.), **Physician Details** (name, address, phone number, etc for the ordering provider), and **Insurance Details** (health plan name and type) will display.

Account Details		
Account: 7802	First Name: BOB	Last Name: TESTING
Address: 44532 PONTIAC TR APT 108	City: WIXOM	State: MI
Zip: 48393	Ship To Address: 12345 SOMEWHERE AVE APT 4 1-5-21 TEST	Ship To City: SOMEPLACE
Ship To Zip: 12345	Phone: (248) 111-1111	Alt Phone:
Mobile Phone: (248) 926-1200	Email Address: ALOBETTI@JANDBMEDICAL.COM	Status: Active
AOB Signature Date: 11/6/2018	Pump Created Date: 7/1/2020 12:07:01 PM	Pump Last Modified Date: 1/12/2022 9:12:25 AM
Date Of Birth: 01/01/1955		

Physician Details		
J&B Medical ID: 119703	Doctor First Name: VAUGHN	Doctor Last Name: HOBLET
Doctor Address: 2150 W CENTRAL AVE	Doctor City: TOLEDO	Doctor State: OH
Doctor Zip: 43605	Doctor Phone: (419) 291-8701	Doctor Fax: (419) 479-3298
NPI: 1205277464		

Insurance Details		
Primary Payer: MEDICARE PART B JURISDICTION B OSS DO NOT LOAD WHEN PART A	Secondary Payer: PRIORITY HEALTH MEDICARE HMO	Tertiary Payer: BCBS OF MI - NORTHWOOD INCONT DIABURO OST WD

This area will also indicate when J&B Medical received an Assignment of Benefits (AOB) form from the member, when the account was added to the Vendor Tracker, and when it was last modified.

AOB Signature Date: 11/6/2018	Pump Created Date: 7/1/2020 12:07:01 PM	Pump Last Modified Date: 11/12/2020 12:35:44 PM
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The **Order Details** field will display the product code, Date of Service, and Serial Number of any Insulin Pumps, Transmitters, or Receivers/Readers that have shipped for the member in the last six (6) months.

Order Details		
Product Code	Date Of Service	Serial Number

The **Product Details** will display which item J&B Medical is working towards dispensing, the Status of the referral, if the item is new or a replacement, what the account is still in need of in order to dispense, detailed notes regarding the referral.

Pump Details	
Manufacturer: NA	Status: Closed
Pump New Or Replacement: Replacement	
This account is in need of:	
Prescription	
J&B Medical Notes:	

8. Health Plan Guidelines & Other Requirements

For easy access to health plan guidelines and requirements, visit the **Homepage**.

Locate the applicable health plan and select the hyperlink to download a PDF with the information.

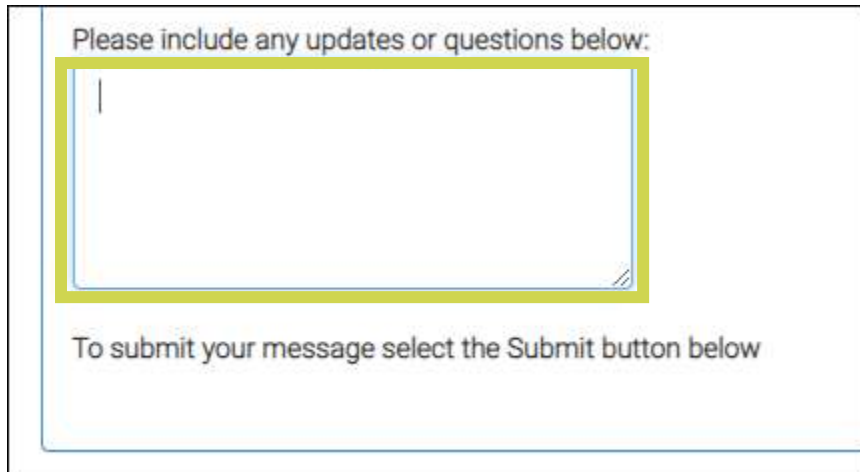
PrimaryPayer	SecondaryPayer
Search	Search
MEDICARE PART B JURISDICTION B CGS DO NOT LOAD WHEN PART A	PRIORITY HEALTH MEDICARE HMO
CAPITAL HEALTH PLAN	
CAPITAL HEALTH PLAN	
BCBSM MEDICARE PLUS BLUE MAPPO	NORTHWOOD MAPPO
BLUE CARE NETWORK COMMERCIAL (BCN) HMO - DIABETES/INCONT ONLY	
BCBS OF MICHIGAN - NON NORTHWOOD PPO COMMERCIAL	

Health Plan Guidelines Guides will contain the most current requirements of the health plan for a member to qualify for Diabetes related equipment & supplies.

Send a message from the **Message Center** to request additional information.

9. Messages

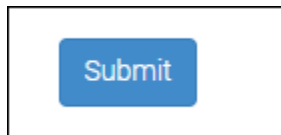
To send a convenient and secure message regarding a referral, add your message (questions or comments) to the message box.



Please include any updates or questions below:

To submit your message select the Submit button below

Select **“SUBMIT”**.

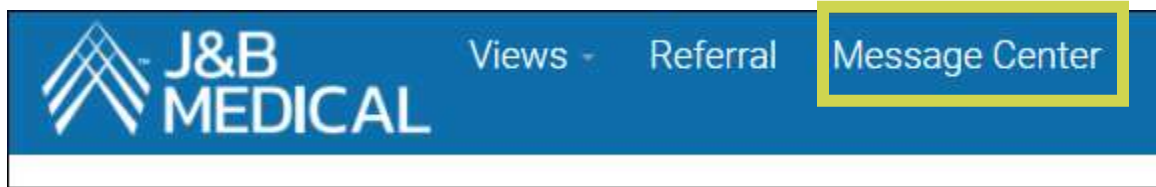


Submit

Our dedicated representatives will typically get back to you within 1-2 business days.

You will receive an email alert once we have responded to your message.

To submit a message outside of a referral, visit the **Message Center**.



Select **“NEW MESSAGE”**

Enter the messages subject.

Add your message.

Select **“Post Message”**

A screenshot of a web form titled 'Post New Message' in a dark grey header. The form contains two input fields: a 'Subject' field (a single-line text box) and a 'Message' field (a larger multi-line text area). Below these fields is a blue button labeled 'Post Message'.

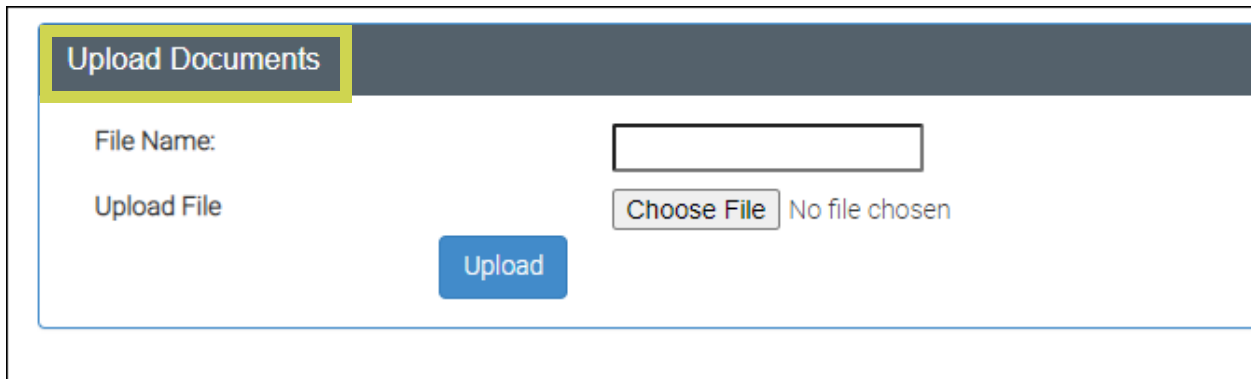
10. Submit Referrals & Send Documents

To upload a referral or document to a members account, go to the “Referral” area.

Select “**Choose File**” and choose the document you would like to upload.

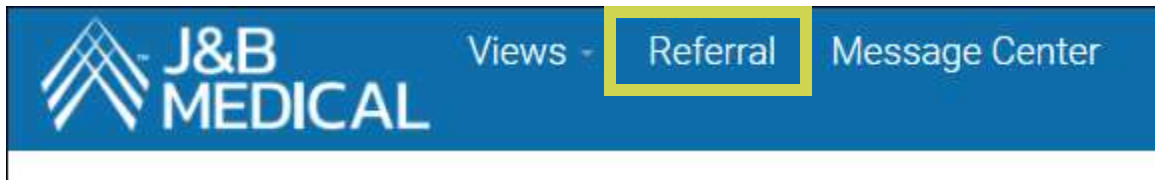
Once the document is chosen, select “**Upload**”.

Repeat for additional documents as necessary.



The screenshot shows a web form titled "Upload Documents" in a dark grey header. Below the header, there is a "File Name:" label followed by an empty text input field. Underneath, the text "Upload File" is displayed. To the right of "Upload File" is a button labeled "Choose File" and the text "No file chosen". Below these elements is a blue button labeled "Upload".

Documents can also be uploaded outside of an individual account by going to the “**Choose**” dropdown and selecting “**Referral**”.



Select “**Choose File**” and choose the document you would like to upload.

Select the document and select “**Upload**”.

Repeat for additional documents as necessary.

Once documents are uploaded within an account or in the Referral area, you can check the status by going to the “**Choose**” dropdown and selecting “**Referral**”.

Upload Documents

File Name:

Account:

Upload File No file chosen



Once J&B Medical processes the document the “**Is Reviewed?**” area will display a Yes along with the date in the “**Reviewed Date**” field.

Uploaded Documents

Show 10 entries Search:

Account	File Name	File	Uploaded Date	Is Reviewed?	Reviewed Date
No data available in table					

Showing 0 to 0 of 0 entries Previous Next

11. Personal View Setup

To create and edit account alerts and personal view, go to the “**Choose**” dropdown and select **Alert&InternalViewSetup** or **Alert&InternalViewSetup_City**.

Alert&InternalViewSetup allows you to add individual accounts to your alerts or internal view.

Select the checkbox in Internal View Needed for the account to display on your Personal View.

Select Alert Setup to be alerted anytime there is activity within the account.

Once the checkboxes are checked, select **UPDATE**.

Account	Internal View Needed	Alert Setup	Added Date	Updated Date	Action
7802	<input type="checkbox"/>	<input type="checkbox"/>			UPDATE

Alert&InternalViewSetup_City allows you to add all accounts within a demographic to your alerts or internal view.

Locate the City or City’s you would like to display in your Personal View, select the checkbox in Internal View Needed.

Select Alert Setup to be alerted anytime there is activity within an account in the specified city.

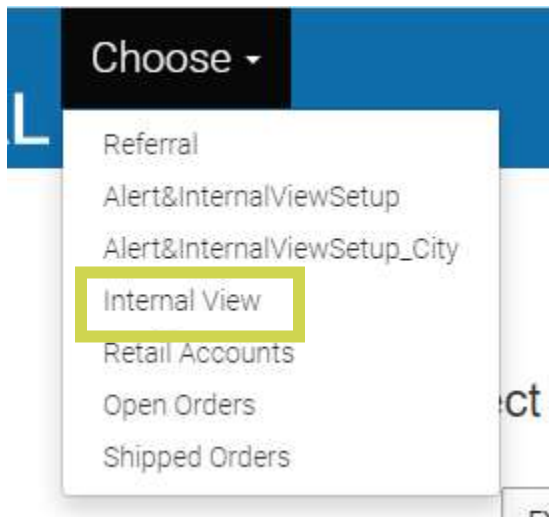
Once the checkboxes are checked, select **UPDATE**.

City	County	Zip Code	Internal View Needed	Alert Setup	Added Date	Updated Date	Action
ADA	KENT	49301	<input type="checkbox"/>	<input type="checkbox"/>			UPDATE
ADRIAN	LENAWEE	49221	<input type="checkbox"/>	<input type="checkbox"/>			UPDATE

12. Accessing your Personal View

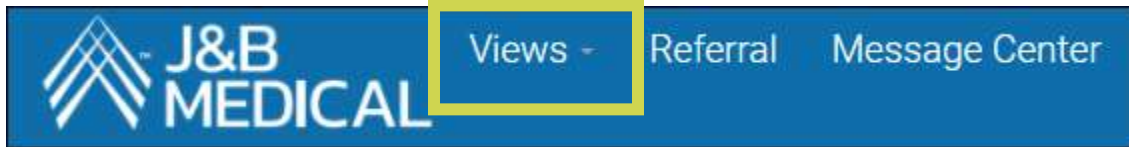
Once you have established your Personal View parameters, select “**Choose**” dropdown and select **Internal View**.

Only the accounts and/or Cities you specified in your Internal View Setups will be displayed here.



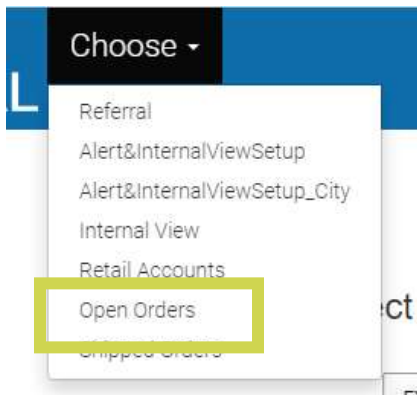
13. Accessing Additional Views

To view all accounts associated with your company, select the J&B Medical logo.

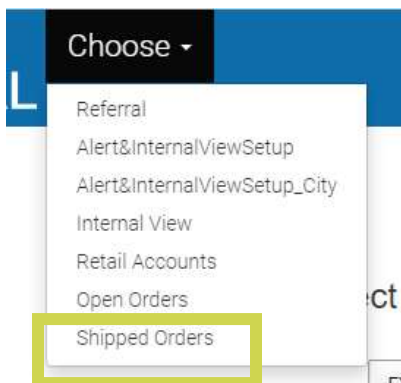


For additional view, select any of the following in the **Views** dropdown:

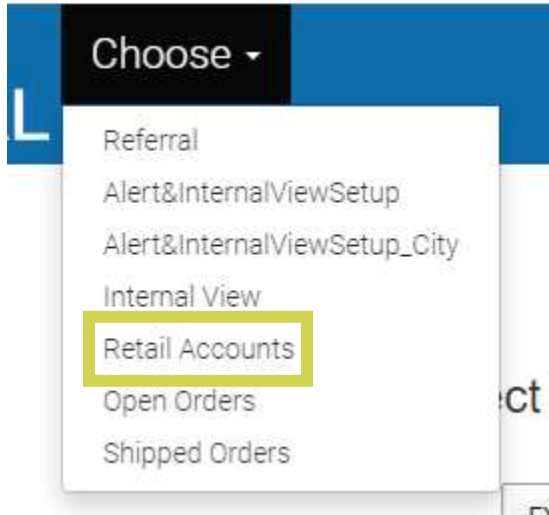
To view all referrals currently in progress for your company, select **Open Orders**.



To view all referrals that have resulted in a shipment for your company, select **Shipped Orders**.



To view all Retail Accounts (orders that have shipped that not associated with a health plan) for your company, select **Retail Accounts**.

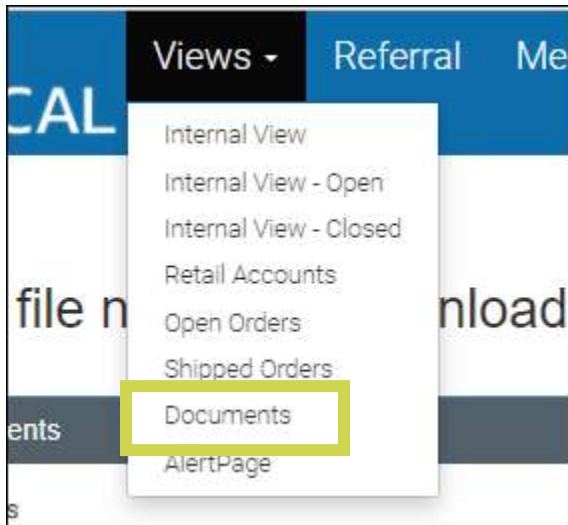


14. Document Library

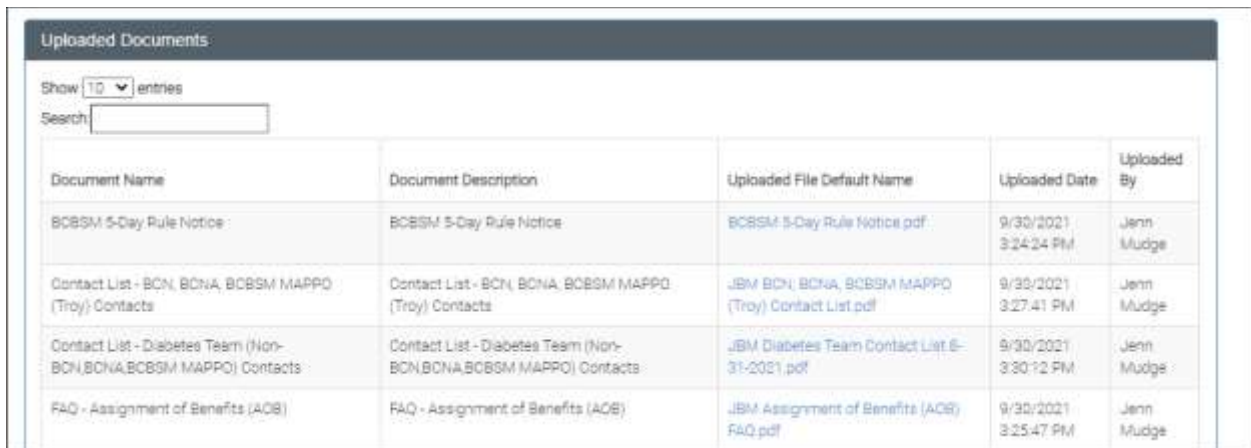
To view J&B Medical documents such as, prescriptions, Assignment of Benefits (AOB) forms, Frequently Asked Questions, and more, visit the Document Library.

To access, select the “**Views**” dropdown.

Select “**Documents**”.



Select the document’s hyperlink to download the PDF file.

A screenshot of a web application interface showing a table of uploaded documents. The table has a dark header and a light body. The header row is dark grey with white text. The table has five columns: 'Document Name', 'Document Description', 'Uploaded File Default Name', 'Uploaded Date', and 'Uploaded By'. There are four rows of data. The first row is 'BCBSM 5-Day Rule Notice'. The second row is 'Contact List - BCN, BCNA, BCBSM MAPPO (Troy) Contacts'. The third row is 'Contact List - Diabetes Team (Non-BCN,BCNA,BCBSM MAPPO) Contacts'. The fourth row is 'FAQ - Assignment of Benefits (AOB)'. Each row has a hyperlink in the 'Uploaded File Default Name' column. The table is titled 'Uploaded Documents' and has a search bar and a 'Show 10 entries' dropdown at the top left.

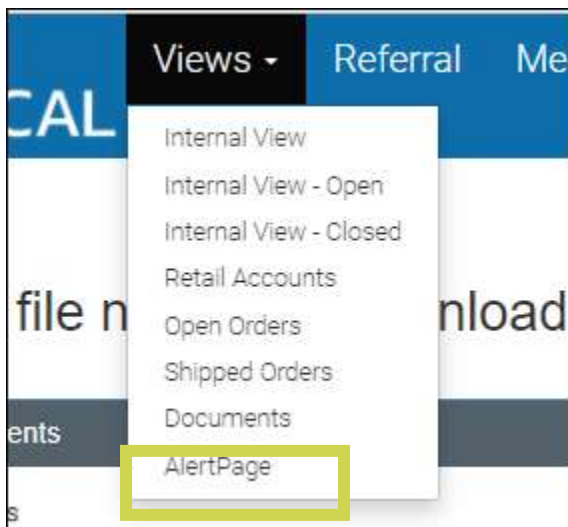
Document Name	Document Description	Uploaded File Default Name	Uploaded Date	Uploaded By
BCBSM 5-Day Rule Notice	BCBSM 5-Day Rule Notice	BCBSM 5-Day Rule Notice.pdf	9/30/2021 3:24:24 PM	Jenn Mudge
Contact List - BCN, BCNA, BCBSM MAPPO (Troy) Contacts	Contact List - BCN, BCNA, BCBSM MAPPO (Troy) Contacts	JBM BCN, BCNA, BCBSM MAPPO (Troy) Contact List.pdf	9/30/2021 3:27:41 PM	Jenn Mudge
Contact List - Diabetes Team (Non-BCN,BCNA,BCBSM MAPPO) Contacts	Contact List - Diabetes Team (Non-BCN,BCNA,BCBSM MAPPO) Contacts	JBM Diabetes Team Contact List E-31-2021.pdf	9/30/2021 3:30:12 PM	Jenn Mudge
FAQ - Assignment of Benefits (AOB)	FAQ - Assignment of Benefits (AOB)	JBM Assignment of Benefits (AOB) FAQ.pdf	9/30/2021 3:25:47 PM	Jenn Mudge

15. Alerts

To view important messages from J&B Medical such as, requests for additional documentation, urgent updates regarding account or shipment status, and more, frequently visit the Alert Page.

To access, select the “**Views**” dropdown.

Select “**AlertPage**”.



Alerts requiring your attention will display in this area.



Once you have reviewed the alert, mark the alert as “**Complete**”.

16. Vendor Portal Terms & Conditions

The following terms & conditions are subject to change.

By accepting J&B Medical's Terms and Conditions, you are entering into an immediate HIPAA Agreement with J&B Medical and its related entities and subsidiaries, (collectively, "J&B Medical"). It shall become effective immediately.

In consideration for Business Associate's access to and/or use of Protected Health Information for those purposes allowed by HIPAA and the HITECH Act consistent with the terms of the Agreement, Business Associate and J&B Medical agree as follows:

1. **Definitions.** As used in the Agreement:

- 1.1. "Designated Record Set" shall mean a group of records maintained by or for J&B Medical that is (i) the medical records and billing records about individuals maintained by or for J&B Medical, (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for J&B Medical to make decisions about individuals. As used herein, the term "Record" means any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for J&B Medical.
- 1.2. "Electronic Protected Health Information" means Protected Health Information transmitted by or maintained in electronic media.
- 1.3. "HIPAA" shall mean the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act, Public Law 104-191, and any amendments thereto.
- 1.4. "HIPAA Transaction" shall mean Transactions as defined in 45 C.F.R. § 160.103 of the Transaction Standards.
- 1.5. "HITECH Act" means Subtitle D of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (42 U.S.C. §§ 17921 – 53).
- 1.6. "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).
- 1.7. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, as they exist now or as they may be amended.
- 1.8. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of J&B Medical.

- 1.9. “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- 1.10. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
- 1.11. “Security Standards” shall mean the Security Standards at 45 C.F.R. Parts 160, 162, and 164, as they exist now or as they may be amended.
- 1.12. “Transaction Standards” shall mean the Standards for Electronic Transactions, 45 C.F.R. 160 and 162, as they exist now or as they may be amended.
- 1.13. Terms used, but not otherwise defined, in the Agreement shall have the same meaning as those terms in 45 C.F.R. §§ 160.103 and 164.501.

2. Obligations and Activities of Business Associate.

- 2.1. Business Associate agrees that it shall not, and that its directors, officers, employees, contractors and agents shall not, use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
- 2.2. Business Associate shall develop, implement, maintain and use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for by the Agreement.
- 2.3. Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards in compliance with the HITECH Act and applicable provisions of the Security Standards (including 45 C.F.R. §§ 164.308, 310, 312, 316 and 164.530(c)) and any other applicable implementing regulations issued by the U.S. Department of Health and Human Services, to preserve the integrity, confidentiality, and availability of and to prevent non-permitted use or disclosure of Protected Health Information transmitted by or maintained in electronic media. Business Associate will develop and implement written policies and procedures for these safeguards and will keep them current.
- 2.4. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of the Agreement.
- 2.5. Notification of Privacy or Security Breach.
 - 2.5.1. Breach Notification. Business Associate shall report, following discovery and without unreasonable delay, any “breach” of “unsecured Protected Health Information,” as these terms are defined in 45 C.F.R. § 164.402. In any event, Business Associate shall make such report within ten (10) days. Business Associate shall cooperate with J&B Medical in investigating the breach and in meeting the J&B Medical’s obligations under the breach notification provisions of HIPAA (45 C.F.R. Part 164 Subpart D).

- 2.5.2. Privacy Breaches. With respect to any incident not subject to reporting under § 2.5.1 of this Agreement, Business Associate shall promptly report to J&B Medical any use or disclosure of Protected Health Information of which it becomes aware that is not permitted or required by this Agreement.
- 2.5.3. Security Breaches. With respect to any incident not subject to reporting under § 2.5.1 or § 2.5.2 of this Agreement, Business Associate shall report to J&B Medical any successful (a) unauthorized access, use, disclosure, modification, or destruction of J&B Medical Electronic Protected Health Information or (b) unauthorized interference with system operations in Business Associate's information system, of which Business Associate becomes aware. Business Associate shall, upon J&B Medical's request, report to J&B Medical any attempted, but unsuccessful (a) unauthorized access, use, disclosure, modification, or destruction J&B Medical's Electronic Protected Health Information or (b) unauthorized interference with system operations in Business Associate's information systems, of which Business Associate becomes aware.
- 2.6. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information, agrees in writing to the same restrictions and conditions that apply through the Agreement to Business Associate with respect to Protected Health Information and Electronic Protected Health Information.
- 2.7. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to J&B Medical, or at the request of J&B Medical to the Secretary, in a time and manner designated by J&B Medical or the Secretary, for purposes of the Secretary determining J&B Medical's compliance with the Privacy Rule.
- 2.8. Business Associate agrees to document disclosures of Protected Health Information, and information related to such disclosures, as would be required for J&B Medical to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. Business Associate agrees to implement an appropriate record keeping process that will track, at a minimum, the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person; (iii) a brief description of the Protected Health Information disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure.
- 2.9. Business Associate agrees to provide to J&B Medical or an Individual, in a time and manner designated by J&B Medical, information collected in accordance with Section 2.7 of the Agreement, to permit J&B Medical to respond to a request by an Individual for an accounting of disclosures of Protected Health Information during the six (6) years prior to the date on which the accounting was requested, in accordance with 45 C.F.R. § 164.528.

- 2.10. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of Protected Health Information, J&B Medical shall have the right to control Business Associate's response to such request. Business Associate shall notify J&B Medical of the request as soon as reasonably practicable, but in any event within two (2) business days of receipt of such request.

3. Permitted Uses and Disclosures by Business Associate.

- General Use. Except as otherwise limited in the Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, J&B Medical, provided that such use or disclosure would not violate (i) the Privacy Rule or the HITECH Act if done by J&B Medical or (ii) the minimum necessary policies and procedures of the J&B Medical.
- Specific Use and Disclosure Provisions.
 - 3.2.1. Except as otherwise limited in the Agreement, Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - 3.2.2. Except as otherwise limited in the Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - 3.2.3. Except as otherwise limited in the Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to J&B Medical as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
 - 3.2.4. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

4. Obligations of J&B Medical

- 4.1. J&B Medical shall notify Business Associate of any limitation(s) in the notice of privacy practices of J&B Medical in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- 4.2. J&B Medical shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

- 4.3. J&B Medical shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that J&B Medical has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.
- 4.4. J&B Medical shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by J&B Medical, except as specifically allowed by section 3.2 of the Agreement.

5. Term and Termination.

- 5.1 Term. The Term of the Agreement shall be effective immediately, and shall terminate when all of the Protected Health Information provided by J&B Medical to Business Associate, or created or received by Business Associate on behalf of J&B Medical, is destroyed or returned to J&B Medical, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- 5.2 J&B Medical's Termination for Breach. Upon J&B Medical's knowledge of a material breach of the terms of the Agreement by Business Associate, J&B Medical shall:
 - 5.2.1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by J&B Medical;
 - 5.2.2. Immediately terminate the Agreement if Business Associate has breached a material term of the Agreement and cure is not possible; or
 - 5.2.3. If neither termination nor cure is feasible, report the violation to the Secretary.
- 5.3 Business Associate's Termination for Breach. Upon Business Associate's knowledge of a material breach of the terms of the Agreement by J&B Medical, Business Associate shall:
 - 5.3.1. Provide an opportunity for J&B Medical to cure the breach or end the violation and terminate the Agreement if J&B Medical does not cure the breach or end the violation within the time specified by Business Associate;
 - 5.3.2. Immediately terminate the Agreement if J&B Medical has breached a material term of the Agreement and cure is not possible; or
 - 5.3.3. If neither termination nor cure is feasible, report the violation to the Secretary.
- 5.4. Other Conditions Allowing for Immediate Termination. Notwithstanding anything to the contrary in the Agreement, J&B Medical may terminate the

Agreement immediately upon written notice to Business Associate, without any term of notice and/or judicial intervention being required, and without liability for such termination, in the event that:

- 5.4.1. Business Associate receives (i) a criminal conviction, (ii) is excluded, barred or otherwise ineligible to participate in any government health care program, including but not limited to Medicare, Medicaid, CHAMPUS or Tricare; (iii) is named as a defendant in a criminal proceeding for a violation of any information privacy and protection law; or (iv) is found to have or stipulates that it has violated any privacy, security or confidentiality protection requirements under any applicable information privacy and protection law in any administrative or civil proceeding in which Business Associate has been joined;
 - 5.4.2. A trustee or receiver is appointed for any or all property of Business Associate;
 - 5.4.3. Business Associate becomes insolvent or unable to pay debts as they mature, or ceases to so pay, or makes an assignment for benefit of creditors;
 - 5.4.4. Bankruptcy or insolvency proceedings under bankruptcy or insolvency code or similar law, whether voluntary or involuntary, are properly commenced by or against Business Associate;
 - 5.4.5. Business Associate is dissolved or liquidated.
- 5.5. Effect of Termination.
- 5.5.1. Except as provided in paragraph 5.4.2 of this section, upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 5.5.2. In the event that return or destruction of the Protected Health Information is infeasible, Business Associate shall extend the protections of the 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.

6. **Miscellaneous.**

- 6.1. Amendment. No provision of the Agreement may be modified except by a written document signed by a duly authorized representative of the parties. The parties agree to amend the Agreement, as appropriate, to conform to any new or revised legislation, rules and regulations to which J&B Medical is subject now or in the future including, without limitation, the Privacy Rule, Security Standards or

Transactions Standards (collectively "Laws"). If within ninety (90) days of either party first providing written notice to the other of the need to amend the Agreement to comply with Laws, the parties, acting in good faith, are i) unable to mutually agree upon and make amendments or alterations to the Agreement to meet the requirements in question, or ii) alternatively, the parties determine in good faith that amendments or alterations to the requirements are not feasible, then either party may terminate the Agreement upon thirty (30) days written notice.

- 6.2. Assignment. No party may assign or transfer any or all of its rights and/or obligations under the Agreement or any part of it, nor any benefit or interest in or under it, to any third party without the prior written consent of the other party, which shall not be unreasonably withheld.
- 6.3. Survival. The respective rights and obligations of Business Associate under Section 5.4 of the Agreement shall survive the termination of the Agreement.
- 6.4. Interpretation. Any ambiguity in the Agreement shall be resolved to permit J&B Medical to comply with the Privacy Rule, Security Standards, Transaction Standards, and HITECH Act.
- 6.5. Indemnification. Business Associate shall indemnify J&B Medical for any and all claims, inquiries, costs or damages, including but not limited to any monetary penalties, that J&B Medical incurs arising from a violation by Business Associate of its obligations hereunder. In turn, J&B Medical shall indemnify Business Associate for any and all claims, inquiries, costs or damages, including but not limited to any monetary penalties, that Business Associate incurs arising from a violation by J&B Medical of its obligations hereunder.
- 6.6. Exclusion from Limitation of Liability. To the extent that Business Associate has limited its liability under the terms of a separate agreement, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude all damages to J&B Medical arising from Business Associate's breach of its obligations relating to the use and disclosure of Protected Health Information. **NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL BUSINESS ASSOCIATE OR ITS AFFILIATES', OR THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS LIABILITY UNDER THIS BUSINESS ASSOCIATE AGREEMENT EXCEED THREE MILLION DOLLARS (\$3,000,000.00) OR DIRECT DAMAGES, WHICHEVER IS LESS.**
- 6.7. Third Party Rights. The terms of the Agreement are not intended, nor should they be construed, to grant any rights to any parties other than Business Associate and J&B Medical.
- 6.8. Entire Agreement. The Agreement constitutes the entire agreement of the parties with respect to the parties' compliance with federal and/or state health information confidentiality laws and regulations, as well as the parties' obligations under the business associate provisions of 45 C.F.R. parts 160 and 164. The Agreement supersedes all prior or contemporaneous written or oral memoranda, arrangements, contracts or understandings between the parties hereto relating to

the same. The Agreement does not supersede any prior or contemporaneous written or oral memoranda, arrangements, contracts or understandings between the parties hereto relating to the confidentiality of other J&B Medical proprietary and/or confidential information that is not covered by the above laws relating to health information protection.

- 6.9. Electronic Transactions. Business Associate hereby represents and warrants that, to the extent that it is electronically transmitting any of the HIPAA Transactions for J&B Medical, the format and structure of such transmissions shall be in compliance with the Transaction Standards.
- 6.10. Minimum Necessary. Business Associate shall, if practicable, use, disclose, or request Protected Health Information in a limited data set, as that term is defined in 45 C.F.R. § 164.514(e)(2). Otherwise, Business Associate shall request from J&B Medical or a third party only the minimum amount of information necessary to perform services under the Agreement. Business Associate shall develop, implement, maintain and use policies and procedures to limit uses and disclosures of Protected Health Information to the minimum necessary to perform services under the Agreement. Business Associate shall determine what constitutes the minimum necessary Protected Health Information to accomplish the intended purpose of any disclosure and shall not rely on a request from a third party being for the minimum necessary, except as allowed by amendments to the Privacy Rule pursuant to the HITECH Act.
- 6.11. Injunctive Relief. Business Associate acknowledges and stipulates that its unauthorized use or disclosure of Protected Health Information while performing services pursuant to the Agreement would cause irreparable harm to J&B Medical, and in such event, J&B Medical shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to obtain damages and injunctive relief, together with the right to recover from Business Associate costs, including reasonable attorneys' fees, for any such breach of the terms and conditions of the Agreement.
- 6.12. Notice. All notices required under the Agreement shall be in writing and shall be deemed to have been given on the next day by fax or other electronic means or upon personal delivery, or in ten (10) days upon delivery in the mail, first class, with postage prepaid. Notices shall be sent to the addressees listed below or to the Business Associate Address on file with J & B.

If to J&B Medical:

J&B Medical 50496 Pontiac Trail Wixom, MI 48393

- 6.13. Owner of Protected Health Information. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any Protected Health Information used or disclosed by or to Business Associate pursuant to the terms of the Agreement.

NON-DISCLOSURE/CONFIDENTIALITY AGREEMENT

By accepting J&B Medical's Terms and Conditions, you are entering into an immediate Non-Disclosure/Confidentiality Agreement ("Agreement") with J&B Medical and its related entities and subsidiaries, (collectively, "J&B Medical"). It shall become effective immediately.

J&B Medical and Company recognize that there may be a need to disclose to each other certain confidential information to be used only for the Business Purpose and to protect such Confidential Information from unauthorized use and disclosure.

In consideration of the Parties entertaining a business opportunity, the Parties agree as follows:

1. DEFINITION OF CONFIDENTIAL INFORMATION

For purposes of this Agreement, "Confidential Information" shall mean any of the following business information disclosed by the Parties:

- a. Trade secrets, patents, private or secret processes, techniques, designs, know how, and other proprietary information of either Party, including but not limited to: information concerning either Party's products, product development, all data and other information contained in either Party's computer and information systems, technical information (including software utilized), product procurement and sales activities, promotion and pricing practices, customer support techniques, customer names and identities, and vendor and supplier names and identities;
- b. Any information if disclosed in writing, that is marked "confidential" or "proprietary" by the Disclosing Party at the time of such disclosure;
- c. Any information if disclosed orally, that is identified as "confidential" or "proprietary" by the Disclosing Party at the time of such disclosure;
- d. Any information disclosed by one Party to the other Party that under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary.
- e. Any information identified on Exhibit A attached hereto.

2. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

For purposes of this Agreement, Confidential Information shall not include the following:

- a. Information already in a Party's possession prior to the execution of this Agreement which possession is documented by the Receiving Party (unless such information has been clearly labeled or defined as Confidential Information) or

- available to the public or became available to the public through no fault of the Receiving party;
- b. Information that a Party legitimately receives from a third party who has a legal right to such information;
 - c. Information in the public domain;
 - d. Information that is independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information;
 - e. Information that Receiving Party discloses pursuant to judicial, regulatory or statutory mandate, provided that Receiving Party promptly notifies Disclosing Party of such disclosure prior to release of Confidential Information to afford Disclosing Party adequate opportunity, to the extent legally permissible, to review and if Disclosing Party deems appropriate, to contest such disclosure.

3. USE OF CONFIDENTIAL INFORMATION

- a. The Parties agree to: (i) to maintain the other Party's Confidential Information in strict confidence; (ii) limit the use of and access to the Confidential Information to its employees and agents whose use or access is necessary to evaluate the Business Purpose; (iii) not disclose the other Party's Confidential Information to any third parties; (iv) not use the other Party's Confidential Information for any purpose except for internal evaluation in connection with the Business Purpose; (v) not disclose, or in any way allow disclosure of, the Business Purpose to any third party; and (vi) not use the other Party's Confidential Information to in any manner compete with the other Party or in any way aid any person or entity to compete with the other Party.
- b. Company agrees not to disclose, or in any way allow disclosure of, the name or other identity of all current and potential customers of J & B provided to Company by J & B, to any third party for any reason whatsoever, including but not limited to competing with J & B.
- c. Upon the disclosing Party's request, the Receiving Party will promptly return to the Disclosing Party all of the Disclosing Party's Confidential Information and all copies thereof (including electronic copies).
- d. All Confidential Information remains the sole and exclusive property of the Disclosing Party. The Receiving party acknowledges and agrees that nothing in this Agreement will be construed as granting any rights to the Receiving Party, by license or otherwise, in or to any Confidential Information of Disclosing Party, or any patent, copyright or other intellectual property or proprietary rights of the Disclosing Party, except as specified in this Agreement.

4. **NON DISPARAGEMENT**

Each party agrees during the term of this Agreement, or thereafter, not to disparage each other or in any way disseminate unfavorable information about each other, or their officers, directors or employees.

5. **REMEDIES UPON BREACH**

The Parties acknowledge that the unauthorized use or disclosure of the Disclosing Party's Confidential Information would cause the Disclosing Party to incur irreparable harm and significant damages, the degree of which may be difficult to ascertain. Accordingly, in the event of a breach (or threatened or attempted breach) of this agreement, the Parties agree that in addition to any other rights and remedies that they may have at law or otherwise, they shall be entitled to immediate appropriate injunctive relief or a decree of specific performance of this agreement, to enjoin any unauthorized use or disclosure of its Confidential Information without the necessity of showing any irreparable injury or special damages, and shall be entitled to costs and reasonable attorney fees.

This Agreement will be construed, interpreted, and applied in accordance with the laws of the State Michigan and the Parties consent to the jurisdiction of the Oakland County Circuit Court in regard to an action arising from a breach of this Agreement.

6. **TERM**

This Agreement will commence immediately and will remain in effect for three (3) years from the date of last disclosure of Confidential Information by the Parties, at which time it will terminate; provided that confidentiality obligations with respect to Confidential Information that is in the form of software source code or that would constitute trade secret information will continue until such Confidential Information is no longer deemed as such by the Parties.

7. **WARRANTIES**

The Parties warrant they have the right to make the disclosures under this Agreement. NO OTHER WARRANTIES ARE MADE BY THE PARTIES WITH RESPECT TO THE CONFIDENTIAL INFORMATION. In particular, the Parties do not warrant the completeness or accuracy of the Confidential Information disclosed under this Agreement.

8. **ASSIGNMENT**

This Agreement may not be assigned by either party without obtaining the written consent of the other.

9. **ENTIRE AGREEMENT**

This Agreement is the complete and exclusive statement regarding the subject matter of this Agreement and supersedes all prior agreements, understandings and communications, oral or written, between the Parties regarding the subject matter of this Agreement.

10. **SEVERABILITY**

The restrictions contained in this agreement are reasonable as to duration, geographic area and scope, and are necessary to protect the competitive business interests and goodwill of each Party. However, if any of the aforesaid restrictive covenants are found by a court of competent jurisdiction to be unreasonable for any reason, the restrictions contained herein shall be deemed amended as necessary to be considered reasonable by such court, and shall be enforced as amended.

We hope this guide is helpful to you in navigating the J&B Medical Portal!

If you have any questions regarding your portal account please contact J&B Medical at **ProviderServices@jandbmedical.com**.

New members can register for a J&B Medical account at **[Become a Member | J&B Medical - Medical and Surgery Supplies \(jandbmedical.com\)](#)**.

Established members can request and access their web portal accounts at **[My Login - Interactive Web \(jandbmedical.com\)](#)**.