



Medical Device Distributor Claims Access to PharmaNet
UNDERTAKING OF CONFIDENTIALITY
BY MANAGER

BACKGROUND:

A. Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Ministry of Health

("the Province") has agreed to allow [blank line]
name of Medical Device Distributor as enrolled in PharmaCare

("the Distributor") claims access to the provincial computerized pharmacy network and database known as

"PharmaNet" at [blank line]
address of Medical Device Distributor Site - must be in British Columbia

("the Distributor Site").

B. I am the individual with supervisory responsibility ("the Manager") in relation to (a) the operation of the Distributor Site, and (b) the employees of the Distributor working at the Distributor Site.

UNDERTAKING:

I, [blank line], am the Manager of the Distributor Site.
name of manager

I hereby acknowledge that I agree with the following statements and undertakings:

1. I understand that my use of PharmaNet is governed by, and I must comply with:

(a) the Pharmaceutical Services Act [SBC 2012] Chapter 22;

(b) the Freedom of Information and Protection of Privacy Act [RSBC 1996] Chapter 165; and

(c) the Medical Device Distributor Claims Access to PharmaNet Policies and Procedures ("Policies and Procedures") ( https:// www2.gov.bc.ca/gov/content/health/practitioner-professional-resources/pharmacare/pharmacare-publications/ pharmacare-policy-manual-2012 ) and the latest version of the British Columbia Professional and Software Conformance Standards: Electronic Health Information Exchange as they apply to PharmaNet (https://www2.gov.bc.ca/gov/content/ health/practitioner-professional-resources/software/conformance-standards).

2. I will access PharmaNet only if:

(a) the access is required for the purposes of carrying out my employment or other duties at the Distributor Site;

(b) the access is for the purpose of submitting a PharmaCare claim to the British Columbia PharmaCare Program, or for the purpose of receiving confirmation or denial of payment of a PharmaCare claim from the British Columbia PharmaCare Program; and

(c) the purpose and manner of access is consistent with the requirements stated in section 1 above.

3. I may authorize one or more persons ("Authorized Persons") to access PharmaNet only if:

(a) the Authorized Person is under my supervision;

(b) the Authorized Person requires access to PharmaNet for the purposes of carrying out the person's employment or other duties at the Distributor Site;

(c) the access is for the purpose of submitting a PharmaCare claim to the British Columbia PharmaCare program, or for the purpose of receiving confirmation or denial of a PharmaCare claim from the British Columbia PharmaCare program;

(d) the purpose and manner of the access to PharmaNet by the Authorized Person is consistent with the requirements of Section 1 above; and

(e) the Authorized Person has signed an Undertaking of Confidentiality.

4. I will maintain all information accessed by me or disclosed to me from PharmaNet in confidence, unless I am required to disclose the information by law, or at the request of the patient to whom the information relates.
5. I will protect all information accessed by me or disclosed to me from PharmaNet by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal of information, files or records containing information from PharmaNet.
6. I will not:
  - (a) permit any person to use any user IDs or passwords provided to me to access PharmaNet;
  - (b) divulge, share or compromise any user IDs or passwords;
  - (c) use or attempt to use the user ID or password of any other person;
  - (d) test or examine the security related to PharmaNet;
  - (e) take any action that might reasonably be construed as altering, destroying, or rendering ineffective any information contained within PharmaNet;
  - (f) print any information contained within PharmaNet; or
  - (g) use any wireless technology such as a wireless router, local area network or device such as a smartphone or tablet to access PharmaNet;
  - (h) access PharmaNet, or allow any employees to access PharmaNet, outside the physical premises of the approved Distributor Site named above;
7. If an inspection reveals that I am in breach of the terms of this Undertaking, in addition to any legal remedy that the Province may have against me:
  - (a) the Province may notify the Chief Executive Officer or other senior officer of the Distributor in respect of any suspected inappropriate access to PharmaNet by me or by any Authorized Person;
  - (a) my authority to access PharmaNet may be terminated in the sole discretion of the Province; and
  - (c) the authority of the Distributor to access PharmaNet from the Distributor Site may be terminated in the sole discretion of the Province.
8. This Undertaking:
  - (a) takes effect on the date you are granted access to PharmaNet by the Province;
  - (a) may be terminated by you at any time on written notice to the Province;
  - (c) may be terminated or amended by the Province for any reason upon 2 months' notice to you;
  - (c) may be suspended as a security precaution after a period of inactivity on PharmaNet, in accordance with the Province's policies. Please contact the Province immediately if your account has been suspended for inactivity but you still require access to PharmaNet.

<b>SIGNED AND DELIVERED BY</b>		<b>IN THE PRESENCE OF</b>	
Signature of Manager	Date Signed	Witness Signature	Date Signed
	Phone Number		Phone Number
Print Name of Manager		Print Name of Witness	
Business Mailing Address		Address	
Email Address of Manager			