



Medical Device Distributor Claims Access to PharmaNet
UNDERTAKING OF CONFIDENTIALITY
BY AUTHORIZED PERSON

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 [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 [address of Medical Device Distributor Site - must be in British Columbia]

("the Distributor Site").

B. [name of individual with supervisory responsibilities at the Distributor Site] ("the Manager")

has signed a "Medical Device Distributor Claims Access to PharmaNet Undertaking of Confidentiality by Manager" form.

C. Authorized persons are permitted to access PharmaNet from the Distributor Site for PharmaCare claims purposes.

UNDERTAKING:

I, [name], am a [description of position]

working at the Distributor Site.

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) I am authorized to do so by the Manager;
(b) the access is under the supervision of the Manager;
(c) I have completed the appropriate training;
(d) the access is required for the purposes of carrying out my employment or other duties at the Distributor Site;
(e) 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;
(f) the purpose and manner of access is consistent with the requirements stated in section 1 above.

3. 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 with the written consent of the patient to whom the information relates.
4. 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 to PharmaNet, or, unauthorized collection, use, disclosure or disposal of information, files or records containing information from PharmaNet.
5. 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;
 - (g) access PharmaNet when I am physically located outside the premises of the Distributor Site, or on behalf of the Manager when the Manager is outside the premises of the Distributor Site;
6. 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 Manager in respect of any suspected inappropriate access to PharmaNet by me; and
 - (b) my authority to access PharmaNet may be terminated in the sole discretion of the Province.

SIGNED AND DELIVERED BY		IN THE PRESENCE OF	
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			