

EPS01(Premises) Short Form Conditions –

EPS Release 1 Smartcard application



Connecting for Health

Please note:

This document should be read by all Dispensing staff who are going to access Electronic Prescription Service (EPS) Release 1 (This form may not be used by Dispensing staff who are requesting access to later versions of EPS).

Guidance

- This document has a Glossary and you should read it to ensure you fully understand the terms used.
- All Dispensing Staff who are going to access Electronic Prescription Service (EPS) Release 1 need to be aware they are committing to the obligations identified in this document and those referenced by this document and should review these sections carefully.
- All Dispensing Staff are responsible for all their transactions associated with the EPS Smartcard which has been issued to the premises.

By signing the declaration set out in the EPS01 Short Form, I, the signatory authorised to sign on behalf of the pharmacy contractor confirm that the contractor undertakes to:

1. ensure that all users of the EPS01 (Premises) card understand their obligations in relation to the EPS01 (Premises) card as stated on this EPS01 Short Form;
2. ensure that the local Registration Authority is notified immediately of any changes to the information relating to the Pharmacy;
3. accept that the EPS Smartcard issued to the premises is the property of the NHS and agrees it will only be used in the normal course of activities within the Pharmacy;
4. ensure that the operation of the EPS01 (Premises) card is checked promptly after it is received. This will ensure that the correct access profile has been granted. The contractor also agrees to notify the local Registration Authority promptly if it becomes aware of any problem with the EPS01 (Premises) card or access profile;
5. change the Passcode on receipt of the EPS01 (Premises) Card, to one only known by those within the pharmacy;
6. acknowledge that it is good practice to keep a log recording all users of the card so there is an audit trail;
7. ensure that the EPS01 (Premises) card is kept secure and that only individuals authorised by the contractor will use the EPS Smartcard for any session established with the NHS CFH compliant applications. The Passcode will only be shared with users who have been granted this authority by the contractor. The Passcodes (this includes function keys) will not be disclosed to anyone other than individuals granted this authority by the contractor. All users will take all reasonable steps to ensure that access to EPS workstation(s) will be password protected when not in use. If anyone authorised by the contractor to use the EPS01 (Premises) card, loses the EPS01 (Premises) card or suspects that it has been stolen or used by a third party then it will be reported to the local Registration Authority as soon as possible;
8. ensure that anyone authorised by the contractor to use the EPS01 (Premises) card will only use the EPS01 (Premises) card, the EPS applications and all patient data in accordance with The NHS Confidentiality Code of Practice (as available on the www.dh.gov.uk site) and (where applicable) in accordance with their contract of employment and with any instructions relating to the EPS applications which are notified to them;
9. agree not to maliciously alter, neutralise, circumvent, tamper with or manipulate the EPS01 (Premises) card, EPS application, NHS Care Records Service applications components or any access profiles provided;

10. agree not to deliberately corrupt, invalidate, deface or damage any EPS applications or information stored by them. This includes but is not limited to the introduction of computer viruses or other malicious software that may cause disruption to the services or breaches in confidentiality.
11. acknowledge that the EPS01 (Premises) card may be revoked or the access profiles changed at any time without notice if any users who have access to the EPS01 (Premises) card breach this Agreement, or breach any guidance or instructions notified to me for the use of the EPS application or NHS Care Records Service applications or if such revocation or change is necessary as a security precaution. The contractor acknowledges and will instruct all users who have access to the EPS01 (Premises) card that any breach of this Agreement may be brought to the attention of the contractor who may then take appropriate action (including disciplinary proceedings and/or criminal prosecution);
12. agree that the Registration Authority's sole responsibility is for the administration of access profiles and the issue of the EPS01 (Premises) cards. The Registration Authority is not responsible for the availability of the EPS applications or the accuracy of any patient data.
13. acknowledge that the contractor shall notify my local Registration Authority at any time should either wish to terminate this Agreement and to have the EPS01 (Premises) card revoked e.g. on migration to EPS Release 2
14. acknowledge that these terms and conditions form a binding Agreement between the contractor and those organisations who have given me an EPS01 (Premises) card. The contractor agrees that this Agreement is governed by English law and that the English courts shall settle any dispute under this Agreement.

EPS01 - Glossary of terms

- **Application for registration** means this EPS01 Form, completed by an applicant.
- **Authorised user** means a person who is authorised to use the EPS applications and has been issued a EPS Smartcard.
- **Certificate** means the chip on a EPS Smartcard holding encrypted data related to the authorised user.
- **CFH** means NHS Connecting for Health, which came into operation on April 1 2005, and is an agency of the Department of Health. Its primary role is to deliver new, integrated IT systems and services to help modernise the NHS and ensure care is centred around the patient.
- **Data Protection Act** means the Data Protection Act 1998 as amended and supplemented from time to time.
- **EPS** means the Electronic Prescription Service being introduced by the Electronic Transmission of Prescriptions Programme run by NHS CFH.
- **EPS Release 1** mean the first stage of EPS, in which pharmacists have no access to patients' personal medical records.
- **EPS Smartcard** means the card issued to an authorised user which enables access to EPS Release 1 applications only.
- **EPS Smartcard Serial Number** means the number on the back of the EPS Smartcard which is the manufacturer's card identifier.
- **NHS Care Records Service applications** are those applications approved by CFH as part of the National Programme for Information Technology
- **NHS CFH compliant applications** are those applications approved by CFH as part of the National Programme for Information Technology

- **Personal Data** means data from which an applicant can be identified, as defined in more detail in the Data Protection Act.
- **Profile** means the specific areas of NHS Care Records Service applications which the user is authorised to access.
- **Registration Authority (RA)** means any entity that is appointed by the Department of Health as being responsible for the identification and authentication of applicants.
- **Sponsor** means the person appointed to identify to the RA the people who should be registered and the role profiles they should have.
- **User's Unique ID Number** means the number to the left of the photograph on the EPS Smartcard, underneath the chip, also referred to as the UUID.