

BSO Pharmaceutical Secure Web Portal User Agreement ¹

Background

You have entered into a contract with Health and Social Care Board (“HSCB”) for the provision of Pharmaceutical Services (“the Contract”).

The Business Services Organisation (“BSO”) provides support services to HSC bodies, including HSCB, by virtue of the Health & Social Care (Reform) Act (NI) 2009 (as amended).

This agreement is between you and the BSO and grants you usage rights for any systems/applications made available through the BSO Secure Web Portal subject to your compliance with this agreement. The terms and conditions contained within this agreement shall apply to all actions performed using your User ID.

This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in all respects in accordance with the law of Northern Ireland and both you and BSO submit to the jurisdiction of the courts of Northern Ireland

Section A – Obligations

1. The BSO Secure Web Portal is provided for you to use for exercising your duties as a provider and specifically in relation to the access of statements, reports and the progress of claims, and any other HSC systems/applications made available through the BSO Secure Web Portal such as access to Northern Ireland Electronic Care Record (“NIECR”) or the use of Secure HSC Email.

In addition to the obligations imposed upon you in the Contract, the BSO must be advised as soon as reasonably practicable of any intended sale/re-allocation of any contract. BSO must also be advised of any staff changes that impact on passwords issued by the BSO. Failure to promptly inform the BSO could enable unauthorised access to your personal, confidential and payments information. As a Secure Portal user you accept responsibility to advise the BSO of all such changes known to you where possible within 5 working days prior to any such change taking effect and where not possible to give such notice, as soon as reasonably practicable. BSO undertake to cancel and re-issue new passwords upon request as soon as reasonably practicable.

2. Access to services via the BSO Secure Web Portal is controlled by unique usernames and passwords, restricted to named and registered users. You must treat the user name and password (“User ID”) provided to you by BSO after signing of this agreement as confidential and must not share your User ID with anyone. You must take all reasonable precautions to prevent unauthorised use of these details. You must not share your access, username or password details to the BSO Secure Web Portal with any other person.
3. BSO will never contact you (or ask anyone to do so on our behalf) requesting disclosure of your password. Any such requests are likely to be fraudulent activity and must be reported to BSO immediately.
4. If you know or suspect that any unauthorised person knows your User ID you must inform BSO immediately and change your password in the manner directed by BSO.

¹ The document ‘BSO Pharmaceutical Portal User Agreement Additional Explanatory Notes’ are to be used alongside ‘The BSO Pharmaceutical Portal User Agreement’ to provide additional guidance.

5. You must not leave your device unattended while you are logged into the BSO Secure Web Portal.
6. You are responsible for all activity that occurs on the BSO Secure Web Portal using your User ID and Cryptocard key-fob and for ensuring the appropriate use of information or functionality provided through your User ID and Cryptocard key-fob.
7. You are solely responsible for ensuring that any additional users of the BSO Secure Web Portal within your organisation who are provided with a User ID for access to the BSO Secure Web Portal comply with the terms and conditions of this agreement at all times. BSO shall not be liable for any losses or damage incurred by inappropriate or inaccurate use of the BSO Secure Web Portal.
8. Where you no longer require use of the BSO Secure Web Portal or where your circumstances change such that you no longer satisfy the terms of this agreement you are required to advise BSO to this effect so that the account can be disabled with mutual consent and to comply with the provisions of Section B relating to the Cryptocard key-fob.
9. You agree that the BSO has the right to suspend, withdraw access or terminate access to the BSO Secure Web Portal at any time where you have breached or failed to comply with the terms of this agreement, or where any other abuse of the BSO Secure Web Portal is reasonably believed to have occurred, or where BSO reasonably believes it is necessary to safeguard the security of the BSO Secure Web Portal.
10. You must not use the BSO Secure Web Portal to disable or overload any HSC computer system or network. Where excessive account activity is detected your account could be suspended without notice to safeguard use for all other users. A detection of high volume activity beyond reasonable human actions could be perceived as a malware attack and in such instances an account could be suspended as a precautionary measure. The BSO will immediately inform the contractor of any such activity and assist in addressing the issue.
11. In accessing the BSO Secure Web Portal, you accept responsibility to use all reasonable precautions to ensure that the computer system used to access the portal is free from computer viruses, Trojans or other forms of interference which may damage your computer system. BSO is not liable for any fault that may occur as a result of such malicious software. You also agree not to knowingly transmit any data, send or upload any material to the BSO Secure Web Portal that contains any such malicious software.
12. BSO will make all reasonable efforts to provide the BSO Secure Web Portal as a continuous service but will not be liable for any failure to do so.
13. BSO shall give you advance notice of the programs necessary to access the BSO Secure Web Portal, including (but not limited to any) any computer protection, internet browser and operating system required (the "BSO Minimum Requirements"). BSO accept responsibility to advise you of any changes to the BSO Minimum Requirements as soon as reasonably practicable, prior to any such change taking effect.

Section B – Cryptocard Key-fob

1. Access to the BSO Secure Web Portal is through the use of a security token generated via a Cryptocard key-fob which remains the property of BSO, and BSO reserves the right to request its return at any time.
2. The key-fob must be returned to BSO in the same working condition it was received (fair wear and tear excepted). It should be used only in accordance with the instruction in the BSO User Manuals which can be accessed on the BSO website.
3. The key-fob should be kept in a safe place and protected from liquids, extreme heat and extreme cold. Any loss of or damage to the key-fob must be reported to BSO immediately.
4. Each Cryptocard is assigned to a specific Pharmacy Premises and should remain with it throughout the length of the contract. If the premises ownership changes or it is removed from the Pharmaceutical list it will be deactivated 3 months after the contract ceases.
5. BSO shall provide one Cryptocard for each premises at no charge at the outset of this agreement and shall promptly provide any support, replacement or repairs as and when required. This token can be used by up to 5 authorised users concurrently.

Section C – Remote Technical Support

1. First point of contact for any ICT related issue should be the customers Corporate or local IT service provider. However in relation to accessing and using the BSO Secure Web Portal, the customer may request assistance from BSO.
2. The BSO will provide advice, guidance and initial technical support to you, where required, for the purpose of facilitating and/or maintaining connection to the BSO Secure Web Portal in order that you can use the relevant systems available through the BSO Secure Web Portal. Where it is necessary to resolve a technical problem relating to connection to the BSO Secure Web Portal via remote assistance, BSO will utilise Bomgar software (<https://www.bomgar.com/>) to remotely connect to your machine. The ability of BSO to remotely access your computer significantly enhances our ability to resolve your technical problem quicker.
3. In order for the remote assistance to be provided you, or your authorised representative, will need to agree to the terms of use of the Bomgar software by clicking the 'I accept' option on the screen.
4. In accepting remote assistance from BSO you understand and accept that :-
 - (a) You will be providing the BSO representative with access to and control of your computer for the duration of the remote assistance session. In doing so you authorise the BSO representative to make only those changes necessary strictly to facilitate connecting to the BSO Secure Web Portal and/or HSC systems;
 - (b) You will be providing the BSO representative with access to files that reside on your computer. BSO does not assume and is not responsible for any liability for the viewing of any desktop or file content, including but not limited to the loss of any data, and data security remains your sole responsibility. As such BSO recommend

that prior to commencement of the remote assistance session you close all documents and applications that contain confidential information or that are not relevant to the technical problem being resolved, and that you ensure that all data stored on your computer, network or system is appropriately backed up, and that you remain at your desktop and observe the entirety of the remote session;

- (c) BSO does not accept any liability for your failure to adhere to the BSO Minimum Requirements and therefore it is your responsibility to ensure that the BSO Minimum Requirements are met and kept up-to-date;
 - (d) BSO makes no warranties of any kind with regard to any remote assistance provided; and
 - (e) BSO shall not be liable for any loss or damage whatsoever or howsoever arising directly or indirectly in connection with the provision of remote assistance except to the extent that such liability may not be lawfully excluded under the governing law of Northern Ireland.
5. You can end a remote assistance session at any time by clicking on the red X icon in the bottom right corner of your screen. When the session ends, the Bomgar application is removed from your computer.

Section D – Access to the FPS Payments Portal and Future HSC Services

1. The Payments Portal within the BSO Secure Web Portal enables the user to access contractual activity and financial information, which may include payment instructions, relating to the named user.
2. BSO may choose to deploy other services or facilities to practitioners in future via the BSO Secure Web Portal. Any such future deployments will be subject to appropriate testing and reasonable prior notice shall be given to all Portal users in advance of the deployment of any new service or facilities. For example it is proposed that services such as the Community Care Gateway for electronic referral of a patient to another healthcare facility will be deployed using the BSO Secure Web Portal.

Section E – Secure HSC Email

1. All communication sent through the HSC email service is assumed to be official correspondence from the end user acting in their official capacity on behalf of the business. Should they **need** to send communication of a personal nature they must clearly state that the message is a personal message and not sent in an official capacity.
2. Users must not:
 - send any material by email that could cause distress or offence to another user
 - send any material that is obscene, sexually explicit or pornographic
 - use the HSC email to harass other users or groups by sending persistent emails to individuals or distribution lists
 - forward chain emails or other frivolous material to individuals or distribution lists
3. It is the user's responsibility to check that they are sending email to the correct recipient, as there may be more than one person with the same name using the service. They should

always check that they have the correct email address for the person they intend corresponding with.

Section F – Northern Ireland Electronic Care Record (NIECR)

1. All use of the NIECR system will be solely for business use only and under the terms of your participation in the NIECR scheme. It must not be accessed for any other reason. All system use is auditable and can be monitored.
2. Whilst participating in the NIECR scheme users must not:
 - Access or unlock any NIECR record without obtaining written consent from the patient or their representative
 - Access the NIECR from anywhere except those contractor premises who are participating in the NIECR scheme
 - Misrepresent the patient's consent decision, open a privacy seal unnecessarily or view records of patients who you are not directly providing care to
 - Access their own NIECR record
3. It is your responsibility to ensure you have the correct and adequate level of consent prior to accessing NIECR records. Any reported breaches of this may result in the suspension of your account.
4. If you suspect or know of any inappropriate or unauthorised access you must inform BSO immediately.

Section G – Confidentiality

1. Each party shall not at any time during this agreement, and for a period of five years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 2 below.
2. Each party may disclose the other party's confidential information;
 - (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Section F; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

Section H - Personal Data

1. Both BSO and you will respectively comply with all data governance and security legislation, standards, policies and procedures applicable to each of us respectively, including the requirement to have appropriate technical and organisational measures in place to protect personal data and that we will only use, hold and distribute data or information accessed via the BSO Secure Web Portal accordingly.
2. Where data you have obtained via the BSO Secure Web Portal is no longer required, it must be destroyed in a secure manner in accordance with any applicable legislation, standards, policies and procedures.
3. In addition you agree that you have in place appropriate technical and organisational measures to prevent unauthorised or unlawful processing of personal data and to prevent against accidental loss or destruction of, or damage to personal data which are at least equivalent to the standard of security required by the HSC security policies.
4. Any personal data obtained from you by BSO in connection with the BSO Secure Web Portal will be treated confidentially and will only be accessed and used in connection with BSO's statutory functions and in line with the General Data Protection Regulation (GDPR) (EU) 2016/679 and in compliance with the Freedom of Information Act 2000. BSO will not disclose any personal data to any third party without the express consent of the data subject save where required by law.

Section I – BSO Pharmaceutical Secure Web Portal User Agreement

This user agreement should be completed by the BSO Pharmaceutical Secure Web Portal sponsor within your pharmacy. By completing and signing the table below, you confirm agreement to the full terms outlined above in the BSO Pharmacy Portal user agreement. Please note, BSO reserves the right at its sole discretion to amend the terms of this agreement where required to do so by law. Any other amendments shall only apply if agreed between the parties in writing.

(Sponsor) Forename	
(Sponsor) Surname	
Contractor Number	
Premises Name	
Premises Address	
Premises Postcode	
(Sponsor) Address*	
(Sponsor) Contact Number	
(Sponsor) Contact Email	
(Sponsor) Signature	
Date	

* This is the address for your official correspondence

Please make a copy of this for your own records and return the original user agreement by post to your local HSCB Office (listed below):

Belfast Office
HSCB
Headquarters
12-22 Linenhall St
Belfast BT2 8BS.

South East Office
HSCB
Headquarters
12-22 Linenhall St
Belfast BT2 8BS.

Northern Office
County Hall
182 Galgorm Rd
Ballymena
BT42 1QE.

Southern Office
Tower Hill Armagh
BT61 9DR.

Western Office
Gransha Park Hse
15 Gransha Park
Clooney Road
Derry BT47 6FN.