

# EPS01 Short Form Conditions – EPS Release 1 Smartcard application



*Connecting for Health*

## **Please note:**

This document should be read by all community pharmacists who are going to access Electronic Prescription Service (EPS) Release 1 (This form may not be used by pharmacists 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 community pharmacists who are going to access Electronic Prescription Service (EPS) Release 1 need to be aware that by signing the EPS01 Short Form they are committing to the obligations identified in this document and those referenced by this document and should review these sections carefully.
- The personal data which is recorded on the EPS01 Short Form is required by your local Registration Authority to verify your identity and to confirm that you are eligible for issue of an EPS Smartcard. All personal data held about you will be processed in accordance with the Data Protection Act.
- You are responsible for all the transactions associated with the EPS Smartcard which has been issued to you.
- If your job role changes and either you cease to be a community pharmacist or you require access to the NHS Care Records Service you must contact your Registration Authority for guidance.
- If you wish to modify any of the personal data submitted by you as part of this application you will need to contact your Registration Authority.

## **Notice to applicants on the collection of personal data**

In accordance with the requirements of Department of Health, the personal data (as defined in the Data Protection Act 1998) that the EPS Smartcard holder provides on the EPS01 Short Form (together with any personal data processed in relation to the applicant in support of this application) is collected for the purpose of identifying the EPS Smartcard holder and processing this application and evaluating the EPS Smartcard holder for suitability as an authorised user; if accepted to generate personalised certificates and EPS Smartcard for the authorised user, and for the purpose of managing the EPS Smartcard holder's use of the EPS Release 1 only.

In particular, this personal data will be used to validate and verify the applicant's identity to ensure that the applicant is correctly identified and appropriately authorised for access. The personal data in relation to the applicant will be processed by local Registration Authority/Authorities and may be shared with other Registration Authorities for the purpose of processing this application in accordance with the requirements of the Data Protection Act 1998 as amended and supplemented from time to time. This personal data may also be used to ensure that accurate information can be recorded regarding the applicant's use of systems.

In accordance with the Data Protection Act 1998, this personal data will neither be used nor disclosed for any other purpose and will be retained in accordance with the Registration Authority's data retention policy.

It is the EPS Smartcard holder's responsibility to ensure that their personal data is accurate and kept up-to-date. The EPS Smartcard holder may contact their local RA in relation to any queries they may have in connection with this application.

## **By signing the declaration set out in the EPS01 Short Form, I, the user:**

1. consent to the collection and use of my personal data in the manner described in the "Notice to applicants on the collection of personal data" above. I also agree to provide any additional information and documentation required by the Registration Authority in order to verify my identity;
2. confirm that the information which I provide in this application is accurate. I agree to notify my local Registration Authority immediately of any changes to this information;
3. agree that the EPS Smartcard issued to me is the property of the NHS and I agree to use it only in the normal course of my employment;
4. agree that I will check the operation of my EPS Smartcard promptly after I receive it. This will ensure that I have been granted the correct access profile. I also agree to notify my local Registration Authority promptly if I become aware of any problem with my EPS Smartcard or my access profile;
5. I understand that it is good practice to keep a log recording all users of the card so there is an audit trail;
6. acknowledge that I will ensure that my EPS Smartcard is kept secure and that I will only permit others to use the EPS Smartcard under my instruction for any session established with the NHS CFH compliant applications. I will only share my Passcode with other users who are working under my instruction. I and all the other users to whom I give access to my EPS Smartcard will not make any electronic or written copies of my Passcodes (this includes function keys). I and all the other users to whom I give access to my EPS Smartcard will take all reasonable steps to ensure that access to EPS workstation(s) will be password protected when not in use. If I, or anyone to whom I entrust my EPS Smartcard, lose my EPS Smartcard or suspect that it has been stolen or used by a third party then it will be reported to my local Registration Authority as soon as possible;
7. agree that I or anyone to whom I entrust my EPS Smartcard will only use my EPS Smartcard, the EPS applications and all patient data in accordance with The NHS Confidentiality Code of Practice (as available on the [www.dh.gov.uk](http://www.dh.gov.uk) site) and (where applicable) in accordance with my contract of employment and with any instructions relating to the EPS applications which are notified to me;
8. agree not to maliciously alter, neutralise, circumvent, tamper with or manipulate my EPS Smartcard, EPS application, NHS Care Records Service applications components or any access profiles given to me;
9. 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.
10. acknowledge that my EPS Smartcard may be revoked or my access profiles changed at any time without notice if I or any of the other users to whom I give access to my EPS Smartcard 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. I acknowledge and will instruct all the other users to whom I give access to my EPS Smartcard that any breach of this Agreement may be brought to the attention of my employer who may then take appropriate action (including disciplinary proceedings and/or criminal prosecution);
11. agree that the Registration Authority's sole responsibility is for the administration of access profiles and the issue of EPS Smartcards. The Registration Authority is not responsible for the availability of the EPS applications or the accuracy of any patient data.
12. acknowledge that I, or my employer, shall notify my local Registration Authority at any time should either wish to terminate this Agreement and to have my EPS Smartcard revoked e.g. on transfer or cessation of my employment or other relevant change in my job role; and
13. acknowledge that these terms and conditions form a binding Agreement between me and those organisations who have given me an EPS Smartcard. I agree 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.