

## **BSO Ophthalmic Portal User Agreement (V2.0)**

### **Background**

You have entered into a contract with HSCB for the provision of General Ophthalmic 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, performer, HSC employee or authorised representative thereof and specifically in relation to the access of statements, reports, contractual information, the progress of claims, the use of e referrals, HSC email accounts and any other HSC systems/applications made available through the BSO Secure Web Portal.
2. In addition to the obligations imposed upon you in the Contract, the BSO must be advised of any intended sale/re-allocation of any contract. BSO must be advised of any changes that impact on premises codes issued by the BSO. Failure to promptly inform the BSO could result in payment being delayed or paid to the incorrect premises.
3. The BSO Secure Web Portal patient search facility may only be used to search for current patients at your practice and not for obtaining the personal data of any other person for any other purpose, in accordance with data protection policy. BSO will monitor usage of the search facility. Any unnecessary or excessive usage will be investigated and you may be held responsible for unauthorised access of patient data. Misuse of the search facility will result in access to the BSO Secure Web Portal being removed from your practice.
4. You are responsible for all activity that occurs on the BSO Secure Web Portal using your key fob and username/password and for ensuring the appropriate use

of information or functionality provided through your username/password and key fob.

5. You are solely responsible for ensuring that any additional users within your Organisation 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.
6. 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 or amended as necessary and to comply with the provisions of Section B relating to the key fob.
7. 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 in BSO's opinion 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 believed to have occurred (including but not limited to unreasonably excessive use) or where BSO believes it is necessary to safeguard the security of the BSO Secure Web Portal.
8. In accessing the BSO Secure Web Portal, you accept responsibility to use all reasonable precautions to ensure that your computer system 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.
9. 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.

## **Section B - Cryptotoken Keyfob**

1. Access to the BSO Secure Web Portal is through the use of a security token generated via a Cryptotoken key fob or smartphone app each of 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. It should be used only in accordance with the OCS User Manual.
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 keyfob must be reported to BSO immediately and you may be held liable for any resultant costs.

4. If your practice closes; changes ownership or ceases using the BSO Secure Web Portal for any reason, it is your responsibility to inform BSO immediately and ensure the safe return of the key fob token to BSO.

### **Section C – Remote Technical Support**

1. 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 Portal in order that you can use of the relevant systems available through the BSO Secure Portal. Where it is necessary to resolve a technical problem relating to connection to the BSO Secure Portal via remote assistance, BSO will use 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 quickly.
2. By accepting a request from BSO to give remote assistance to you using Bomgar you consent to be bound by the terms and conditions of use of Bomgar as detailed in paragraph 3 below and to be bound by the terms of the BSO liability disclaimer contained in paragraph 4 below.
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 any necessary changes to facilitate connecting to the BSO Secure Portal and/or HSC systems and you accept responsibility for any such changes made to the desktop content or system settings;
  - (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 any installed programs on your computer, including any computer protection (firewall or virus scanner) and therefore it is your responsibility to ensure your system is maintained, (for

example ensuring a valid Windows operating system is used and that Windows Updates are applied regularly) and that an accepted antivirus program is installed and kept up-to-date, with regularly scheduled security scans to ensure the system is secure. BSO does not accept liability arising from your failure to adhere to these requirements;

- (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 BSO Secure Web Portal and future HSC services**

1. The Payments Portal within the BSO Secure 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 Portal. For example the Clinical Communications Gateway (CCG) for electronic referral of a patient to another healthcare facility is deployed using the BSO Secure Portal.

#### **Section E - Secure HSC e-mail**

1. All communication you send through the HSC e-mail service is assumed to be official correspondence from you acting in your official capacity on behalf of your business. Should you need to send communication of a personal nature you must clearly state that your message is a personal message and not sent in your official capacity.
2. You 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 e-mail 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 your responsibility to check that you are sending email to the correct recipient, as there may be more than one person with the same name using the service. Always check that you have the correct email address for the person you intend corresponding with.

## Section F - Personal Data

1. You agree that you will comply with all data governance and security legislation, standards, policies and procedures applicable to you as an individual, employee, contractor, provider or performer and that you will only use, hold and distribute data or information accessed via the BSO Secure Portal accordingly.
2. Where data you have obtained via the BSO Secure Portal is no longer required, it must be destroyed in a secure manner in accordance with any applicable legislation, standards, policies and procedures and/or the instructions of the BSO.
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 Portal will be treated confidentially and will only be accessed and used in connection with BSO's statutory functions and in line with Data Protection Act 1998 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 G – User Agreement

By completing and signing the table below, you confirm agreement to the full terms outlined above in the **BSO Ophthalmic Portal user agreement (v2.0)**. Please note, BSO reserves the right at its sole discretion to amend the terms of this agreement and if this agreement is updated, you may be required to sign any new version to confirm your compliance with any changes made.

<b>Practice Code</b>	
<b>Name of Practice</b>	
<b>Practice Address</b>	

<b>Practice Postcode</b>	
<b>Practice Phone Number</b>	

This section to be completed by Optometry portal representative for practice : (must be an optometrist / optician)	
<b>Forename (print)</b>	
<b>Surname (print)</b>	
<b>GOC Number</b>	
<b>Mobile Contact Number</b>	
<b>Contact Email</b>	
<b>Signature</b>	
<b>Date</b>	

Please retain a scanned copy of this page for your records. Then, please send the original, fully completed page by post to:

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