**Brought to you by Your Care Home Support Services**

Privacy Policy – v3 – April 2018 – Appendix 1

**Phraseology**

“Client Personal Data/CPD” - Relates to the use of sensitive data relating to the period of time that the Personal Assistant may be contracted to by the Client. Where without limitation, this may be subject to, one of the following: Client's medication; prescription details; dealing with day to day duties which would usually be subject to confidential means by the Client which all Personal Assistants will be requested to observe to.

Main Agreement - The Provision of Services and Code of Conduct which are bi-lateral with this Privacy Policy.

“Own Personal Data /OPD” - Relates to the use of personal information that the Personal Assistant provides directly or indirectly; to includes, but is not limited to: name; address; date of birth; age; email address; current and past work experience (paid or unpaid); marital status; salary, national security for payroll purposes; personal identification through photographs; CV’s, checking of references; CRB and/or DBS check numbers.

“Personal Assistant/PA” means The Carer/ and/or may refer to within as Carer.

“Processing” linked to the mechanics of collating theClient Personal Data and Your Own Personal Data, whether or not it is via manual means when information is collated when you visit Us to fill in your Personal Data, and/or via automatic means, including but not limited to the following stages: collection; recording; organisation; alteration; use; disclosure (including the granting of remote access), transmission and/or deletion of Personal Data.

“Our/Us/We” – Your Care Home Support Services.

“YCHSS” - Your Care Home Support Services.

**1) Privacy Policy**

1.1) Pursuant to the Provisions of the Services that all of Our PAs are required to carry out under the Main Agreement, Our PAs are likely to receive Client Personal Data (CPD) from Us; the PA agrees to the Processing disclosed by Us is solely and exclusively for the purposes of performing its contractual obligations under the Main Agreement, only upon Our instructions.

1.2) Additional to Clause 1.1, unless written authority has been requested from Us, the PAs are expected to not disclose any sensitive CPD to any other third party.

1.3) For any of Our PAs to be considered for any Assignments, all of Our PAs are expected to participate in the YCHSS Privacy Policy training course, which on completion will result in a Certificate being issued to Our PAs, which will grant PAs access the YCHSS database for Us to advertise You to Our Client base.

1.4) In addition to Clause 1.2 and 1.3, We require on a mandatory basis a Data Registration Number so that all remaining clauses from 1.5 – 1.12 are adhered to as is the requirement of the Information Commissioners Office. Full details regarding this will be provided by Us at the time that the training course is undertaken.

1.5) In addition to the obligations set out under Clauses: 9); 11.1); 11.3; and 11.4) of the Main Agreement, the PA warrants that it adheres to their own record base that includes appropriate physical, technical and organisational security measures, as to:

a) protect against unauthorised and/or unlawful access to Processing, loss and/or damage of CPD.

b) ensure the confidentiality, security, integrity, and availability of CPD.

c) protect against any reasonable anticipated threats or hazards to confidentiality, security, integrity and availability of the CPD.

1.6) Security measures that all PA’s are expected to have in place shall include with or without limitation, some of the following safeguards to ensure the protection of CPD:

a) controls to safeguard their own current systems and processes

b) security awareness and training

c) security incident procedures

d) contingency planning

e) device and media controls (as and where applicable)

f) audit controls for hardware / software and any other mechanisms as deemed appropriate.

g) data integrity

h) storage security and assigned security responsibility

I) secured disposal of CPD when it falls outside a period of time.

1.7) If for any reason, any of the PAs need to disclose sensitive CPD, which falls outside their normal obligations, then all PAs need to:

a) promptly refer to Us about any request for information

b) adhere to any request for information placed upon them by any regulatory body

c) in addition to Clause 1.7) a) and 1.7) b) deal purposefully and promptly with all inquiries regarding to the Processing of CPD and to ensure compliance with any relevant laws and regulations so that it does not fall foul of disclosing any CPD.

1.8) In addition to any of the provisions placed under Clause 1.7, in the event of any unauthorised access, disclosure and/or acquisition of the CPD, PA’s are required to co-operate fully with any investigation into the breach of any CPD and adhere to the provisions set out in under the Code of Conduct, as well as the Main Agreement.

1.9) Further to Clause 1.8, We may in limited circumstances require re-imbursement of any damages, losses (directly or indirectly) that may be attributed as a consequence of any breach of any of the Clauses set out under this document.

1.10) Additionally, if Clause 1.9 is activated, then the PAs may need to undertake remedial action to remedy the breach as set out under Clause 1.8, without limitation and/or notice, potentially at the PA’s own cost. The timing, content and manner of effectuating any notices provided shall be determined by Us at Our sole discretion.

1.11) Both parties agree that on termination or expiration of any Agreement, and in accordance with Clause 10 with the Code of Conduct, unless otherwise required all CPD needs to be returned to Us and destroy any copies held as per Clause 1.6.

1.12) In the event that it’s not possible to destroy or return detailed CPD (due to the applicable laws of England and Wales), then all PAs who sign this agreement, as well as that of the signature under the Main Agreement, are required to maintain not only confidentiality towards all Clients, but to Us as, and are expected to maintain a duty of care towards the CPD, whilst they are on assignment with Clients.