**THE SNAITH AND RAWCLIFFE MEDICAL GROUP**

**OUTSOURCING POLICY**

**Policy Statement**

1. Snaith and Rawcliffe Medical Group (hereinafter referred to as the “Practice”) outsources various operational functions to third parties where there is a business need or where the outsourcing of such functions is a legal, statutory, contractual or regulatory requirement. In doing so, we understand that additional risk can be posed to both parties, and as such we are committed to ensuring the continued quality, high standards and compliance of any outsourced processes or functions.
2. Where any task or activity is outsourced, the Practice employs robust assessments, due diligence and monitoring measures and procedures, both prior to entering into any supplier contract and for the duration of the business relationship.
3. The Practice is committed to providing a professional, reliable and transparent service and in verifying that any third-party service provider(s) are suitable, competent and trustworthy prior to forming a business relationship.

**Purpose**

1. The purpose of this policy is to provide the Practice’s statement of intent and objectives for how we manage and monitor our outsourced business processes and the supplier carrying out those functions.

**Scope**

1. The policy applies to all staff (meaning permanent, fixed term, and temporary staff, any third-party representatives or sub-contractors, agency workers, volunteers, interns and agents engaged with the Practice in the UK or overseas) within the organisation and has been created to ensure that staff deal with the area that this policy relates to in accordance with legal, regulatory, contractual and business expectations and requirements.

**What is Outsourcing?**

1. For the purposes of this document, ‘outsourcing’ refers to any business function or service that is provided by, or contracted out to an external, non-associated provider or supplier. Examples of commonly outsourced functions include postal and mailing services, waste paper disposal, disaster recovery and translations.

**Objectives**

1. The Practice confirms that in relation to outsourced business services or processes and when using the services of third-parties, service providers or processors, we ensure that the below objectives are met through implementing procedures, systems and controls.
2. The Practice agrees to: -

* avoid any undue operational risks when relying on a service provider for all or part of an operational function
* not to outsource any important operational risk that may impair the quality of the firm's internal control or the regulators ability to monitor the firm's compliance with our obligations under the regulatory and legal system
* implement policies and procedures which govern the use of outsourcing and any service provider used
* ensure that the service provider has the correct ability, capacity and any required authorisation to carry out the required function
* ensure that the service provider protects any sensitive and/or confidential information supplied to them in the course to the business relationship
* identify and implement disaster recovery and business continuity procedures and contingencies for any service or function that has been outsourced and to carry out periodic reviews and texts of any such plans
* ensure that a Contract and Service Level Agreement (SLA) is in place and agreed to by both the firm and service provider, prior to any business relationship forming
* carry out a due diligence check and assessment prior to signing the contract
* ensure that no outsourcing arrangement diminishes our ability to meet our contractual, regulatory and compliance obligations
* evaluate all risks associated with the outsourcing functions
* ensure the providers ability to maintain the privacy, security, and data protection obligations as applicable to our firm, business type and industry
* ensure that third parties we deal with comply with and agree to follow this Outsourcing Policy & Procedure.

**Outsourced functions register**

1. For any process, function or service that is outsourced, the Practice maintains a register of the provider for regulatory and monitoring purposes.

**Procedures**

1. Where the service/function to be outsourced does involve processing personal information, the Practice: -
   * + assesses and monitors the service providers (processors) compliance with the GDPR
     + has a principle contract and processor agreement in place covering the obligations and responsibilities of the processor during the business relationship
     + carries out a risk assessment and ongoing audits to verify the existence and use of the required operational and technical measures for security of processing

**Third-party processors**

1. Where the Practice utilise external processors for certain carrying out any personal data processing activities, we have specific obligations under the data protection laws to ensure that such providers are compliant with the GDPR and have the rights of the individuals in mind when processing. We use information audits to identify, categorise and record all personal data that is processed outside of the Practice, so that the information, processing activity, processor and legal basis are all recorded, reviewed and easily accessible.
2. Such external processing includes (but not limited to): -

* IT Systems and Services
* Legal Services
* Debt Collection Services
* Human Resources
* Credit Reference Agencies
* Direct Marketing Services

1. We also ensure that we comply fully with Articles 28-29 of the GDPR and document in our agreements, that the processor:
   * + Processes the personal data only on our documented instructions
     + Seeks our authorisation to transfer personal data to a third country or an international organisation (unless required to do so by a law to which the processor is subject)
     + Shall inform us of any such legal requirement to transfer data before processing
     + Ensures that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality
     + Takes all measures to security the personal data at all times
     + Respects, supports and complies with our obligation to respond to requests for exercising the data subject's rights
     + Assists the Practice in ensuring compliance with our obligations for data security, mitigating risks, breach notification and privacy impact assessments
     + When requested, deletes or returns all personal data to the Practice after the end of the provision of services relating to processing, and deletes existing copies where possible
     + Makes available to the Practice, all information necessary to demonstrate compliance with the obligations set out here and in the contract
     + Allows and supports audits, monitoring, inspections and reporting as set out in the contract
     + Informs the Practice immediately of any breaches, non-compliance or inability to carry out their duties as detailed in the contract

Please refer to our Data Protection Policy for more information.