

STANDARD OPERATING PROCEDURE EAST RIDING YOURHEALTH SERVICE SEVERE MENTAL ILLNESS HEALTH CHECKS

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Name of Trust Strategy / Policy / Guidelines this SOP refers to:	

VALIDITY – All local SOPS should be accessed via the Trust intranet

CHANGE RECORD

Version	Date	Change details
1.0	May 2022	New SOP, Review 1 year as initial document. Approved Mental Health Practice Network (CNG) 5-May-22
1.1	3 May 2023	Review, minor amends including team members. Approved at MH Division Practice Network (3 May 2023).

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1. INTRODUCTION

This Standard Operating Procedure (SOP) for the East Riding NHS YOUR Health Severe Mental Illness (SMI) Health check has been developed, in accordance with the SMI AHC additional funding East Riding of Yorkshire CCG/ICS plan. The SOP aims to improve the health and wellbeing of SMI individuals within the East Riding of Yorkshire through prevention and improving health inequalities across the locality.

The service is to be provided to East Riding Primary Care Networks

Bridlington

Beverley

Cygnets

Harthills

Holderness

River and Wolds

Yorkshire Coast and Wolds

Service users aged 18 and over, whilst ensuring clinic times are available at evenings and weekends to cater for those residents unable to access services during normal working hours.

The service will be required to follow the processes identified by the SMI AHC additional funding East Riding of Yorkshire CCG/ICS plan. Public Health England and the Department of Health.

2. SCOPE

This document is aimed at substantive, bank or agency staff, administrative and the core team, who are involved in;

- Receiving data and information,
- Providing community treatment intervention,
- Providing managed care,
- Providing advice, information, assessment and structured interventions to residents of the East Riding of Yorkshire who wish to improve their health and wellbeing,
- Signposting those service users experiencing difficulties to relevant GP and community services.

3. DUTIES AND RESPONSIBILITIES

General Manager: Sarah Bradshaw

Service Managers: Jonathan Dunn jonathan.dunn3@nhs.net

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HARRISON, Antonia antonia.harrison3@nhs.net

4. PROCEDURES

4.1. Service USER Criteria

Service users for the SMI register service are accepted where they meet the NHS England SMI criteria that is aligned to

- Patients with SMI who are not in contact with secondary mental health services, including both:
 - those whose care has always been solely in primary care .
 - those who have been discharged from secondary care back to primary care .
- Patients with SMI who have been in contact with secondary care mental health teams (with shared care arrangements in place) for more than 12 months and / or whose condition has stabilised.

Serious Mental Illness (SMI) is defined as someone over the age of 18 who has (or had within the past year) a diagnosable mental, behavioural, or emotional disorder that causes serious functional impairment that substantially interferes with or limits one or more major life activities.

SMI is a small subset of the 300 mental illnesses listed in The Diagnostic and Statistical Manual of Mental Disorders (DSM). SMI includes disorders such as bipolar disorder, major depressive disorder, schizophrenia, and schizoaffective disorder. ([What is Serious Mental Illness? | SMI Adviser](#))

4.2. Exceptions

As detailed in 4.1

4.3. Triage & MANAGEMENT of SERVICE USERS

In the event of an appointment needing to be cancelled by the service, the client is contacted immediately and the client is offered the next available appointment that week, the reason for the cancellation is documented on SystmOne/ Emis. The management of service users is two fold dependant on the Provider of the GP.

- Humber Teaching NHS Foundation Trust GP- The triage, management and gathering of the SMI register sits with the SMI project team. Taking advantage of the S1 reporting mechanism. For SMU Register Guide for Sy1, see **Appendix 1**.
- Non Humber Teaching NHS Foundation Trust GP sites- The triage, management and gathering of the SMI register will sit with the GP due to the IG and data sharing principles. Unless this is agreed with the two parties (HTFT project team and GP) then no data should be provided to the project team to contact on behalf of the GP.

4.4. Management of Cancelled appointments

As above all management of cancelled appointments depends on the data agreement and state of play concerning the GP.

- HTFT GP- SMi project team can contact on behalf of GP
- Non HTFT GP- GP team must contact client to rebook.
- Non HTFT GP but Agreement signed- SMi project team can contact on behalf of GP

Nevertheless the same process is followed concerning the patient to ensure quality of care. In the event of an appointment needing to be cancelled by the service, the client is contacted

immediately and the client is offered the next available appointment, the reason for the cancellation is documented on SystemOne/ Emis.

If a client cancels their appointment we would offer them an alternative appointment at the earliest convenience and document on SystemOne/ Emis. If the client leaves a voicemail, the client would be contacted the same day to confirm the appointment has been cancelled and a new time offered.

4.5. Management of Do Not Attend (DNA) appointments

As above all management of DNA appointments depends on the data agreement and state of play concerning the GP.

- HTFT GP- SMi project team can contact on behalf of GP
- Non HTFT GP- GP team must contact client to rebook.
- Non HTFT GP but Agreement signed- SMi project team can contact on behalf of GP

If a client does not attend for their appointment, the non-attendance is recorded in SystemOne/ Emis as a DNA. The process advises for the SMI team or GP team to contact the client and/or their Carer/Supporter are also contacted by telephone, unless directed otherwise, to establish the reason for their non-attendance and are offered the next available appointment.

If the call is unanswered then a message is left and the relevant contact details are provided with a reason for calling. This is documented in SystemOne/ Emis so that any other SMI project staff and YOURhealth staff can either respond or direct accordingly.

Completing the SMI check on DNA

The SMI check can not be classed as completed on the template in accordance to 3x DNA.

The service will ensure that different opportunities are offered to ensure equity.

- Use of different means of communication and liaison with the Care co-ordinator (if they are under the care of CMHT)
- Offer of different venues or home in combination with the above
or
- Clear indication from the client that they want to opt out and are therefore refusing.

4.6. Management of patient risk and escalation.

Where the client identifies “at risk” and in need of a more urgent medical or psychological response, the client should be signposted onto the appropriate service. This includes patients who are outside of normal thresholds e.g. blood pressure check, where a client has collapsed, or where a client is deemed at risk of suicide.

All staff will offer re-assurance to the individual and seek the most appropriate support as follows:

- Dialling 999 for urgent medical assistance;
- Contacting the clients registered General Practitioner (GP) to try and arrange an urgent appointment on behalf of the client. Where appropriate, the Healthtrainer should

accompany the individual to the GP Practice and wait until the individual has been seen by the GP.

- Contacting the East Riding CRISIS Team in an urgent mental health crisis on **0800 138 0990**

If the incident occurs during a consultation, the individual should not be left alone until it is deemed safe to do so. The event should be reported as an incident on DATIX as per the Humber NHS Foundation Trust Serious Incidents and Significant Events Policy and Procedure.

4.7. Informational governance and GP access

Humber Teaching NHS Foundation Trust does not hold the rights in accordance to Information governance and GDPR to make any contact pre or post SMI deliver with service users as part of the SMI Primary care deliver, unless the GP practice is a Humber Teaching NHS Foundation Trust site:

- King Street Medical Practice, Cottingham
- Manor House, Bridlington
- Practice 2, Bridlington
- Market Weighton Practice
- North Point Medical Practice, Hull
- Princes Medical Centre, Hull

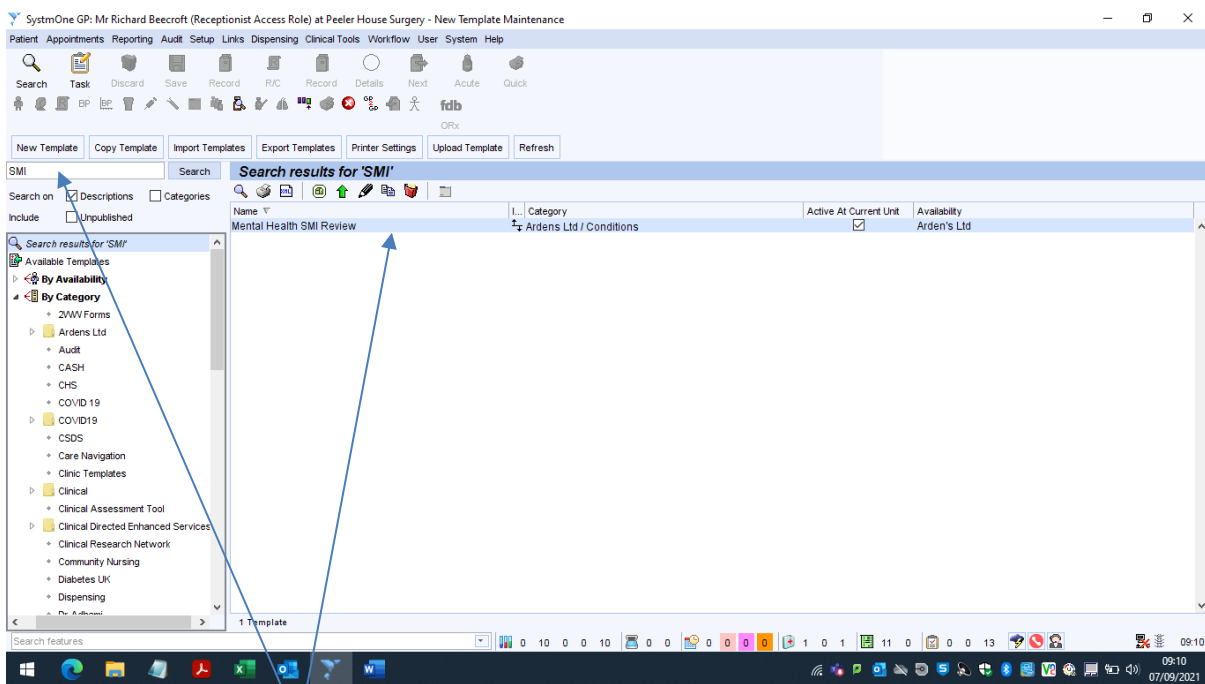
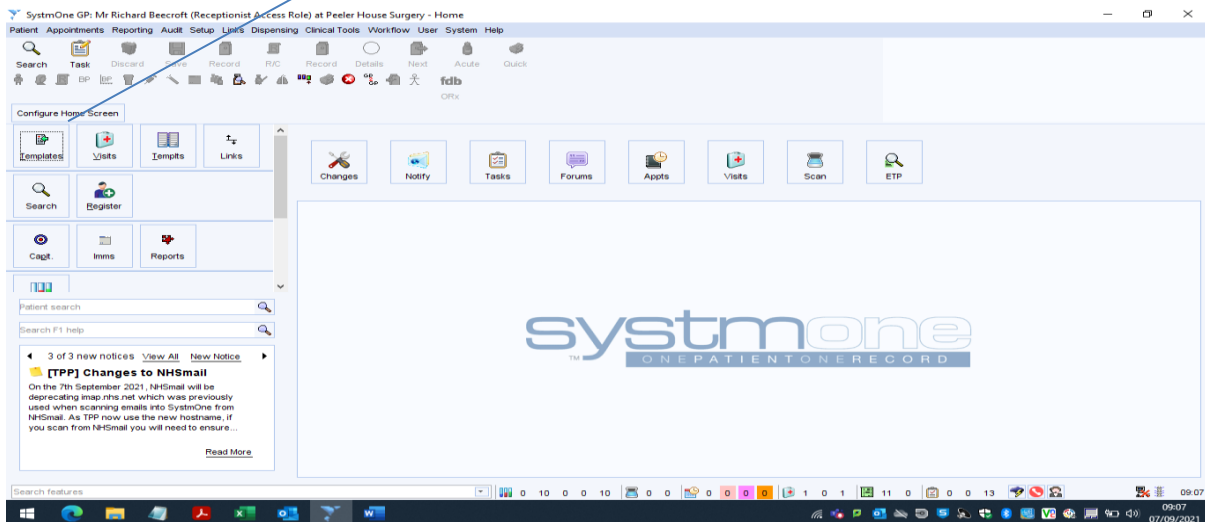
If the non Humber Teaching NHS Foundation Trust GP practice or PCN requires the SMI team to contact their SMI register and Service users an information agreement data processing deed to be signed by all parties. (see appendix)

5. TEMPLATES AND SAVING GUIDANCE

Guides are illustrated below to indicate how and where to save the SMI Health check on SystemOne and Emis units.

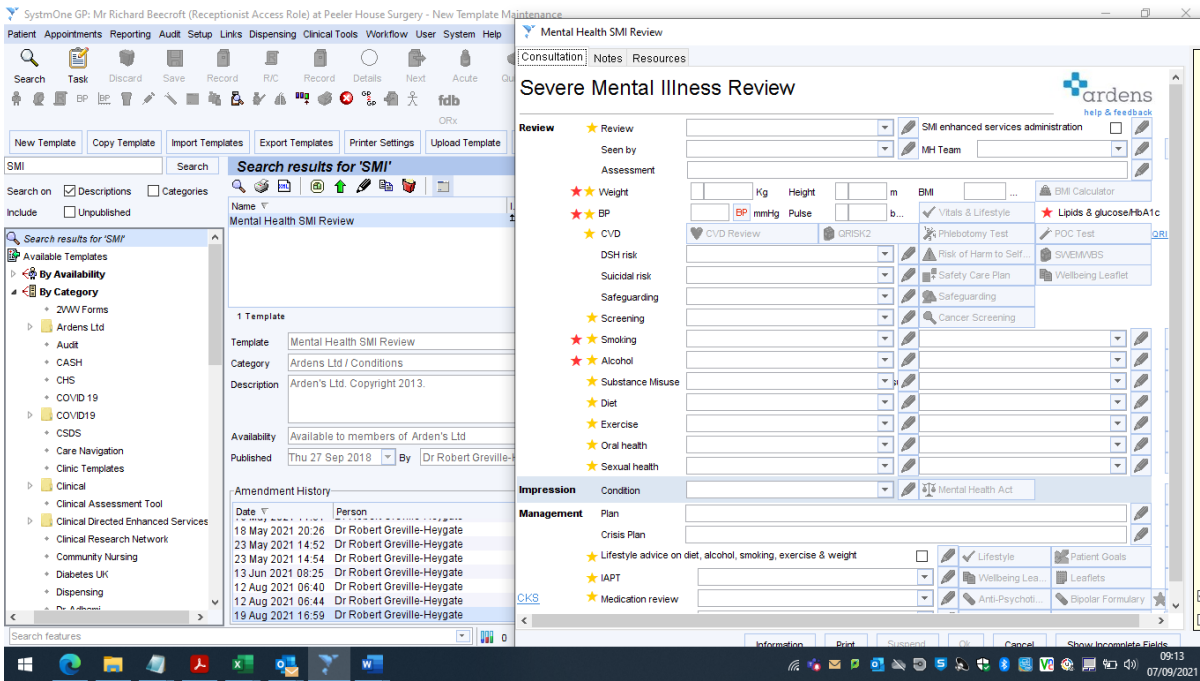
5.1. SystemOne templates

Once you have found your SMI patient select 'templates'

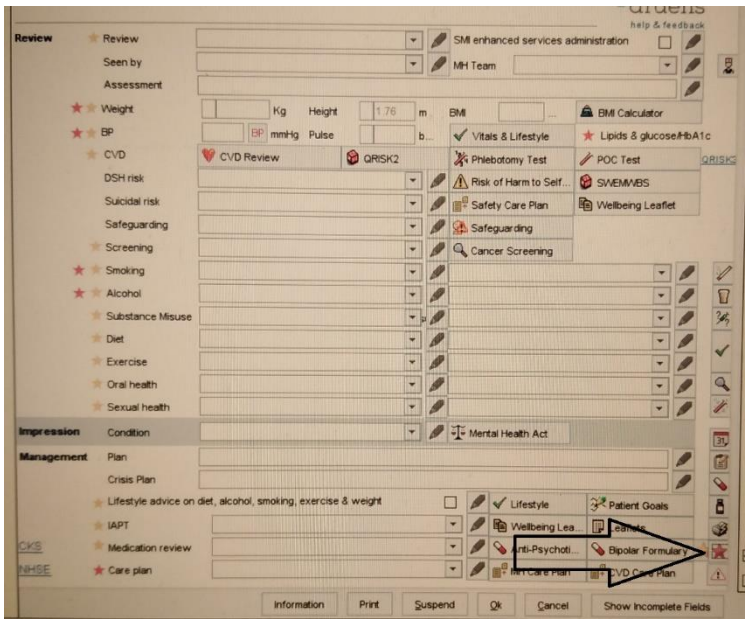


Search for SMI in search box then click on Mental health SMI review

Select version 56 dated 19th August

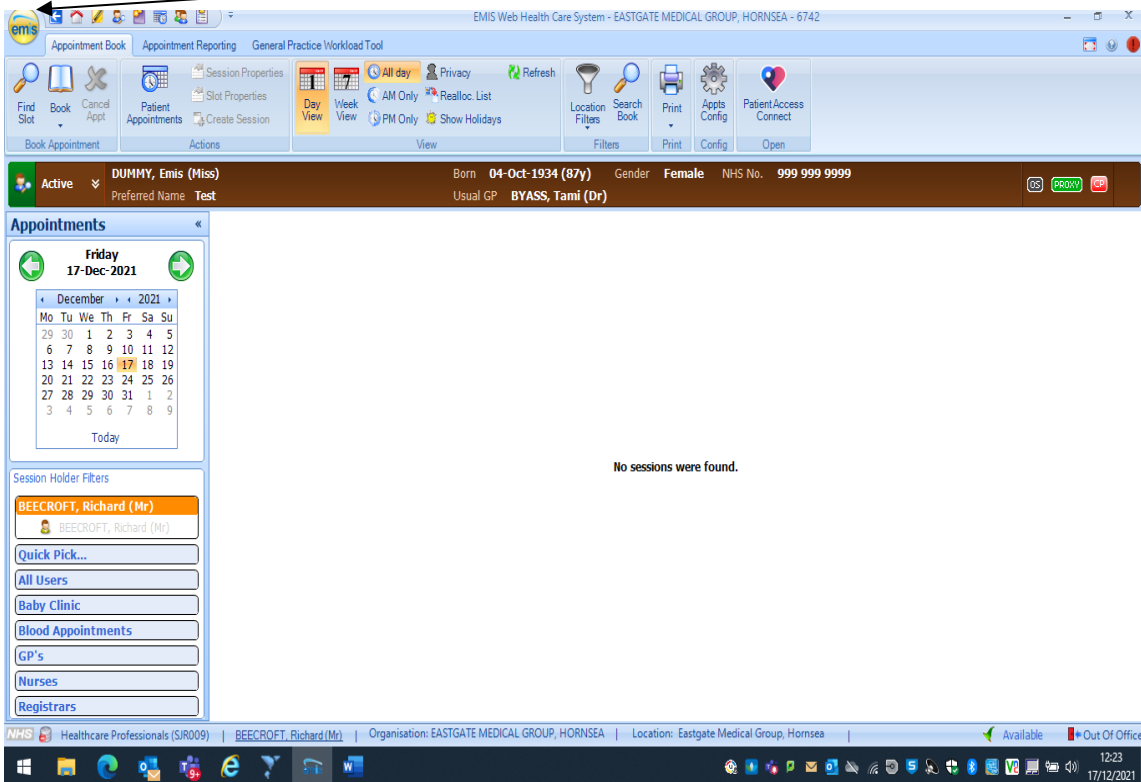


Red star indicates what is required to be completed
 Glucose and Lipids section is in the bottom right of the template.

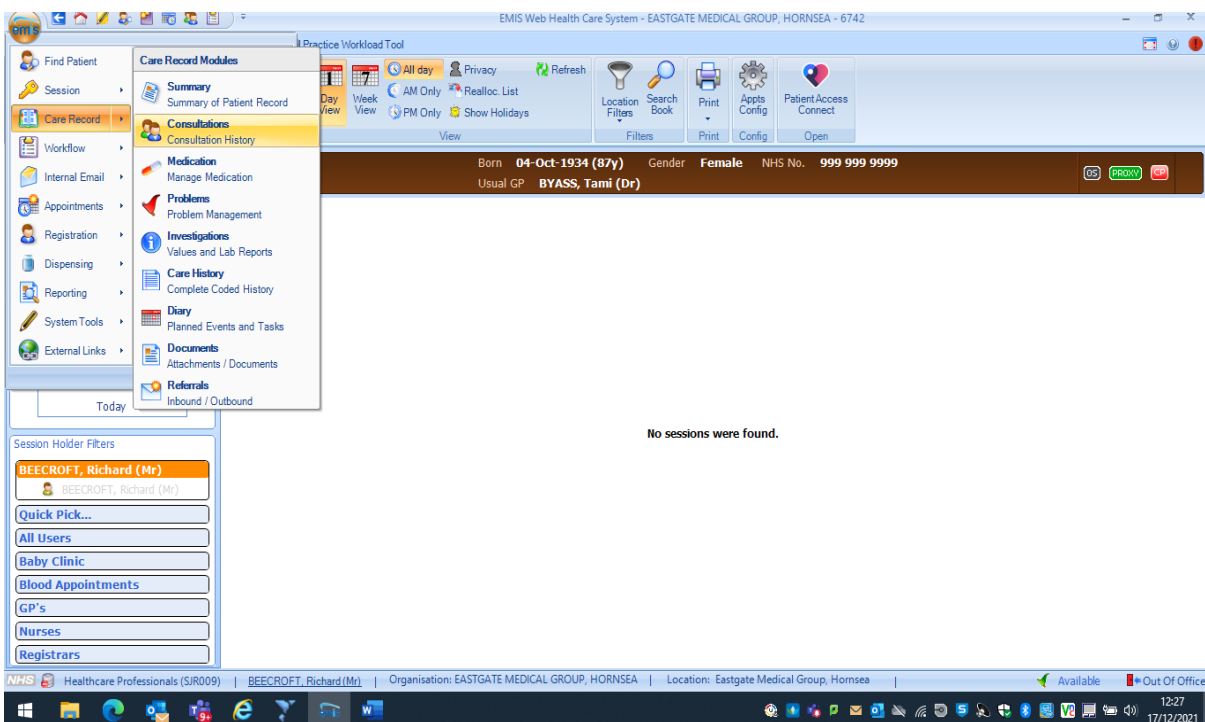


5.2. Emis web

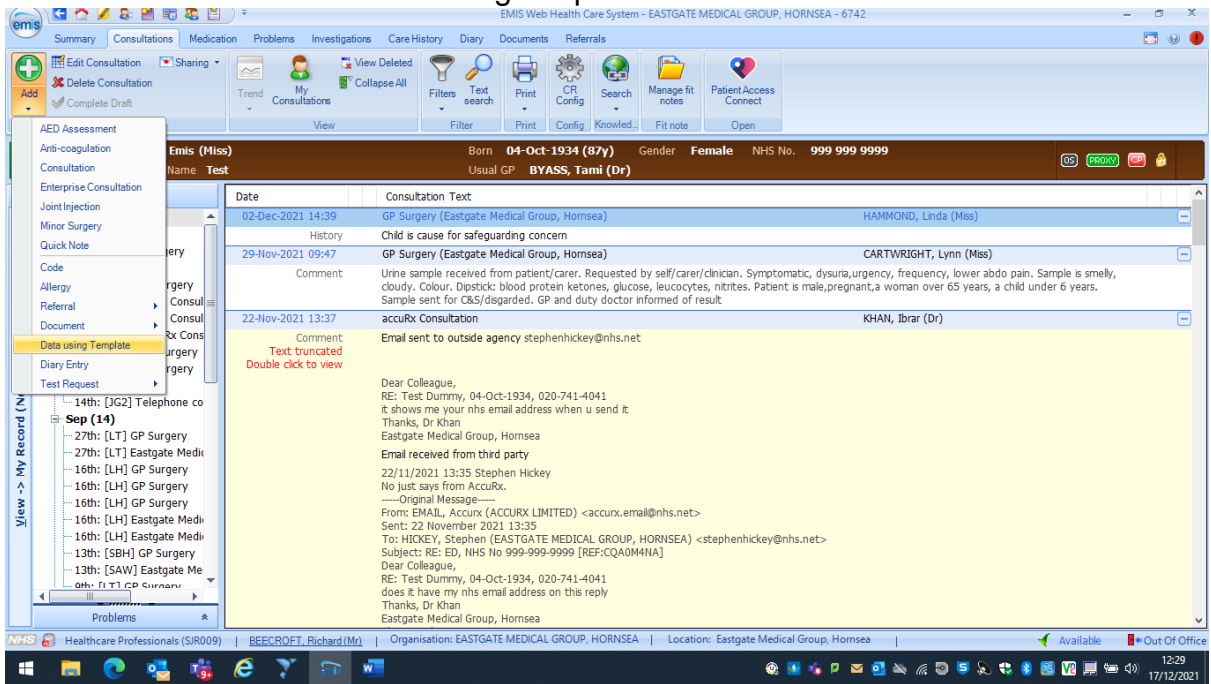
- 1) Select patient from appointment ledger, once selected click on the Emiss icon top left of screen



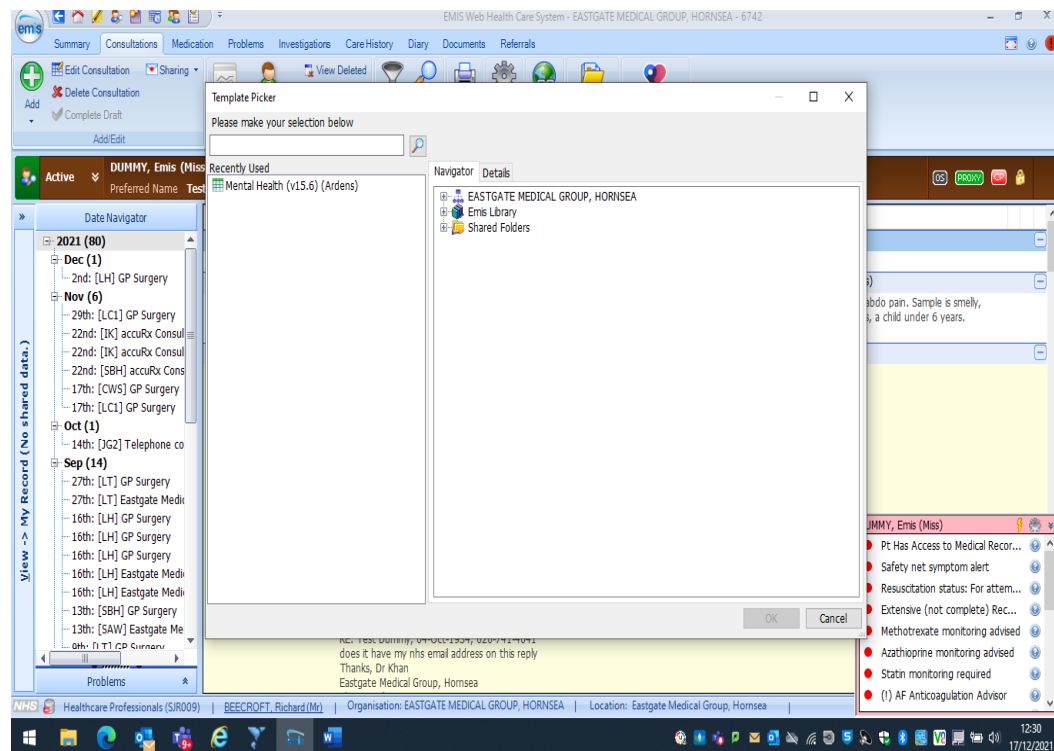
- 2) Select care records and then consultations left click mouse



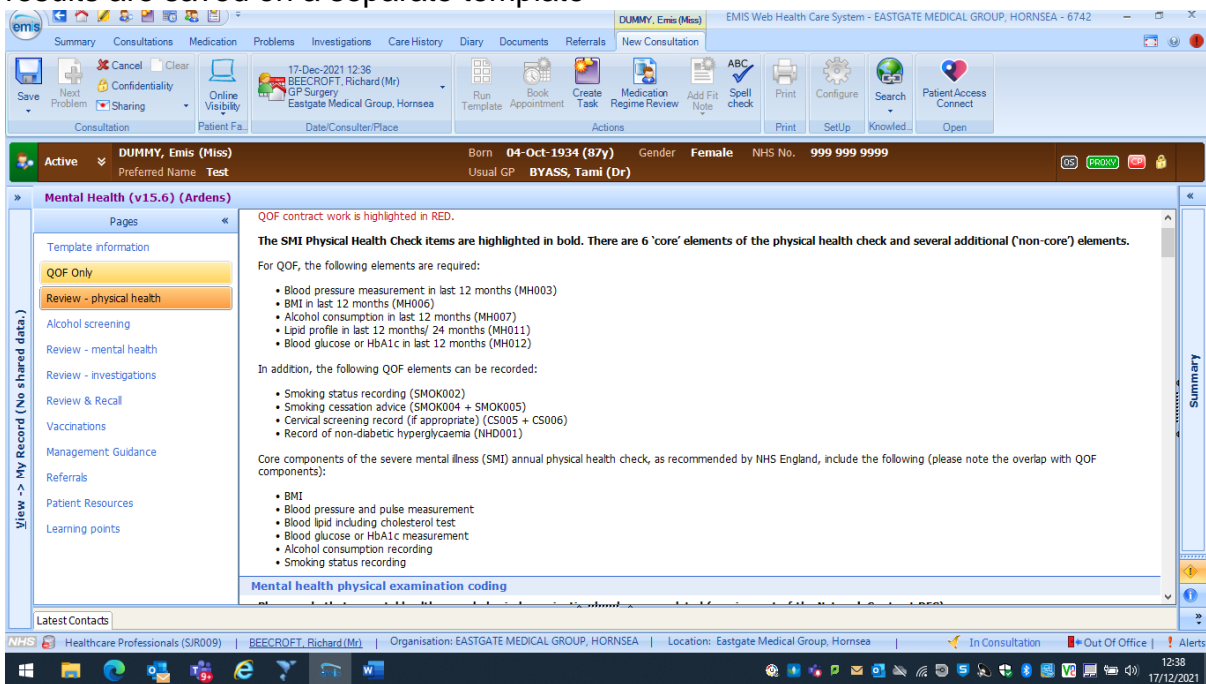
3) click add and then select data using template left mouse click



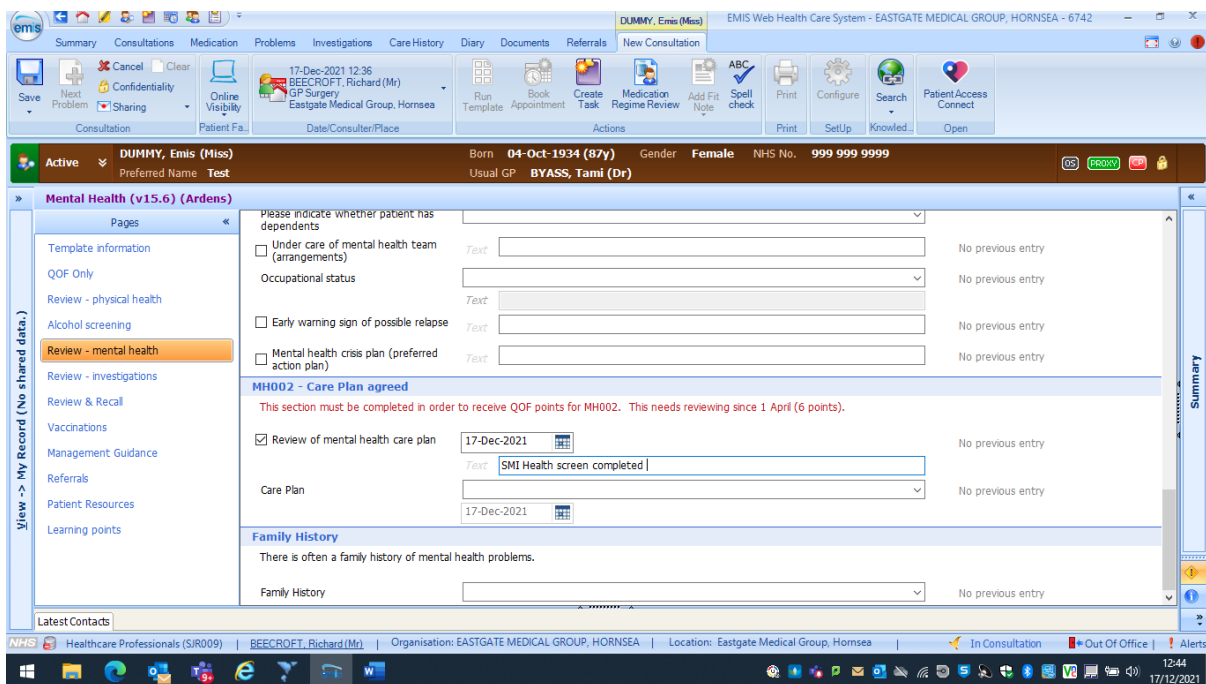
4) This brings up Ardens template the first time you need to search for Mental Health (V15.6) but will be saved when using again at the GP practice. Left mouse click will open up template.



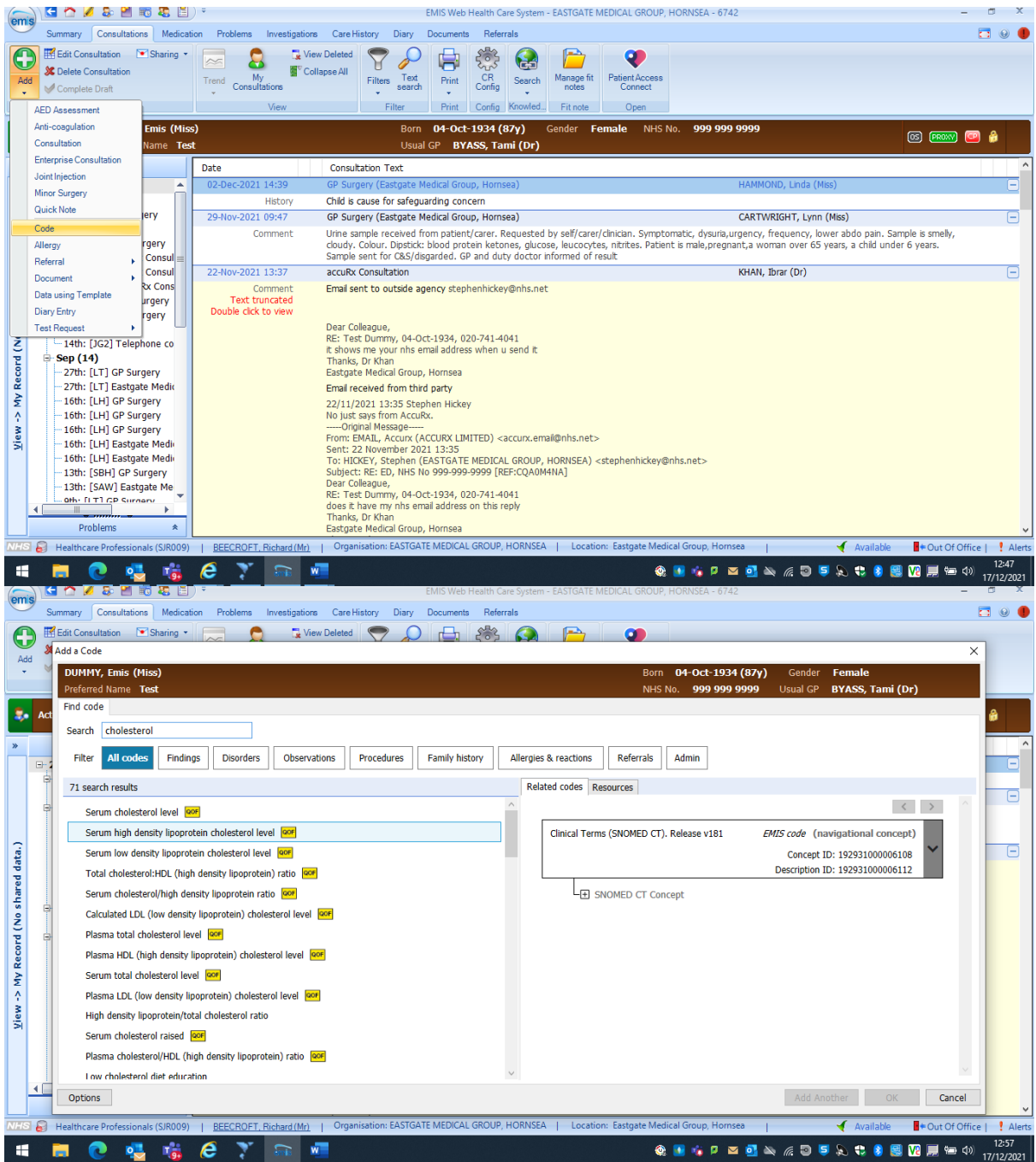
- 5) Complete section titled Physical health, it is imperative to include **BMI, Blood pressure, smoking status, alcohol consumption, cholesterol and glucose results**. With regards Blood results you just click that these have been undertaken as results are saved on a separate template

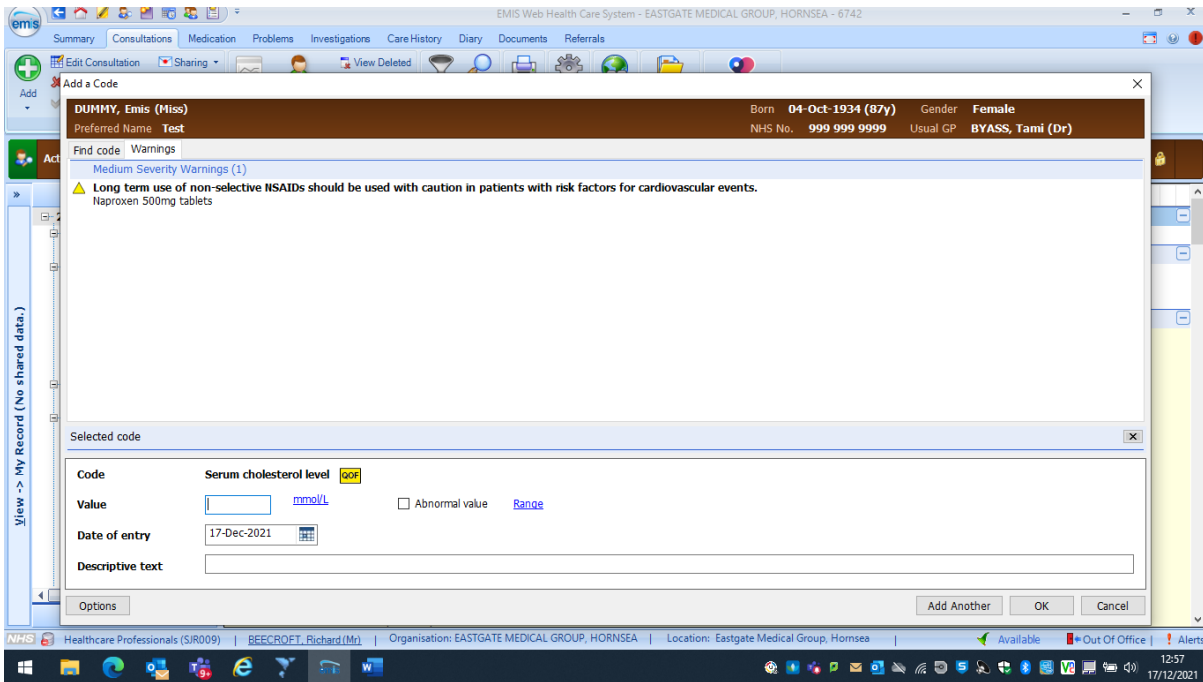


- 6) Select Review – mental health on template and complete MH002 care plan , tick review care plan and and mention SMI physical health screening in the box. Once completed save template

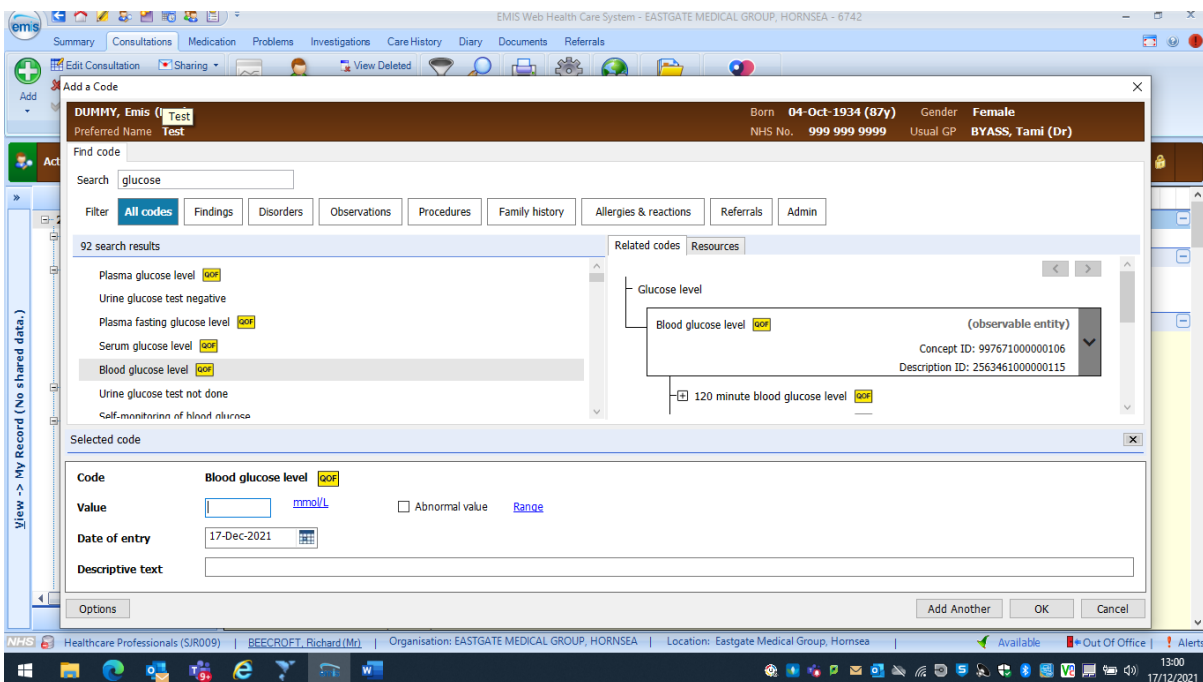


- 7) Blood results are added by selecting code from the options from the add button drop down right click mouse and search for cholesterol complete first 4 cholesterol options. By selecting first one adding figure and then add another option

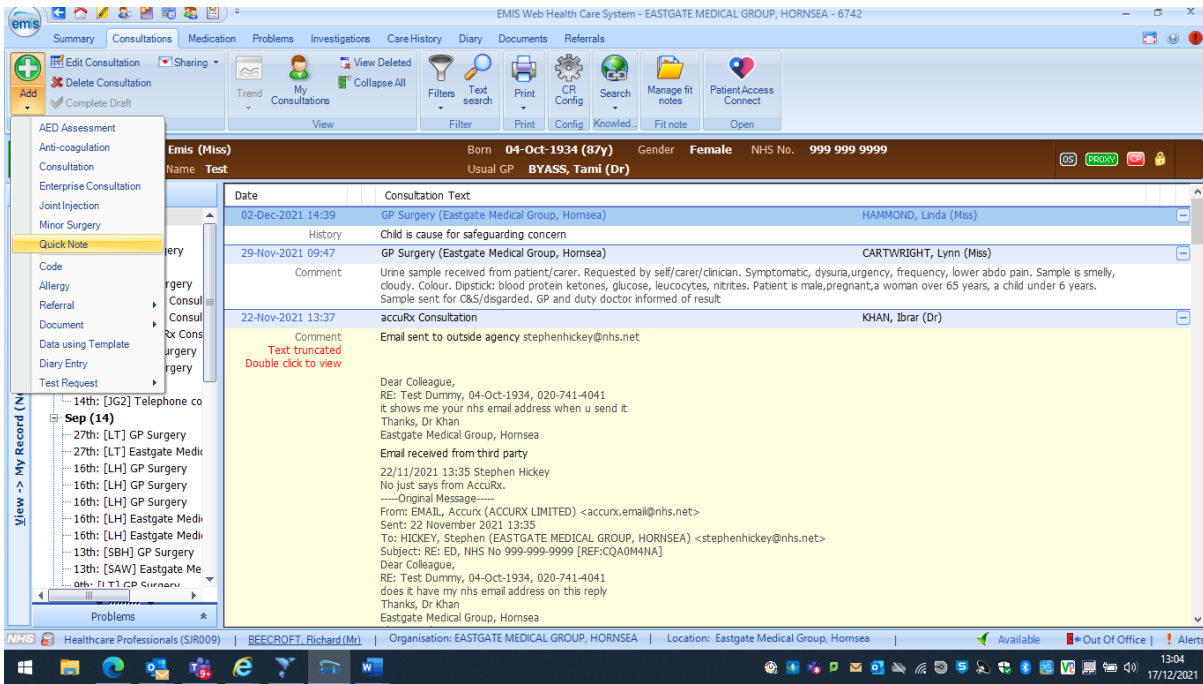




Once completed search for glucose in search box and complete blood glucose reading and add result in box. Once completed select ok



8) Once bloods are completed a quick note is added to patient screen to show completed health assessment and any risks identified, to do this select add quick note from drop down add note and click select, add note and then press save



9) Task GP contact (may differ from GP Practice) with notes of any patient red flags from appointment so further support can be identified.

6. THE APPOINTMENT

6.1. Before the appointment

This can either be a face to face appointment (if safe to do so and absolutely necessary), by telephone or by video call.

Patient letter to be sent when having a face to face appointment to complete physical health check and where appropriate a copy sent to care co-ordinator.

Consider if the information you are sending out is in a suitable format, in line with the accessible information standard. Some individuals with a severe mental illness struggle to understand complex information therefore this will allow patients to understand what is being asked of them. For SMI Letter invite, see **Appendix 2**.

Consider whether there are any reasonable adjustments that are required for the appointment (this could be longer appointment times, first or last appointment of the day. Be mindful that if on antipsychotics, patients may prefer last appointment of the day. Send text message to patient so they can wait outside in car park before appointment to reduce anxiety.

People with severe mental illness may have a family member or carer with them to support them during the appointment. These individuals are vital in information sharing so should be welcomed at the appointment.

Review the patient's notes to equip yourself with the relevant information, including the patient's active health problems.

6.2. During the appointment

On the day of the appointment make sure you have the AHC template on your screen as you talk to the patient.

The Ardens Severe Mental Illness template is the preferred template. This will support practices in obtaining all elements required to achieve an annual health check.

The 6 core physical health assessments are:-

1. Weight / waist circumference / BMI
2. BP / pulse
3. Blood lipids including cholesterol
4. Blood glucose
5. Alcohol consumption
6. Smoking status

The additional assessments/measures are:-

7. Assessment of nutritional status, diet and level of physical activity
8. Assessment of use of illicit substances / non prescribed medications
9. Where indicated – access to national screening (e.g. cervical, breast, bowel)
10. Medicine reconciliation and monitoring (where indicated, Lithium levels, biochemical profile, liver function tests, prolactin, ECG)
11. General physical health enquiry – to include sexual health, contraception, oral health

Additional checks

- Check on clients Flu (if eligible) and Covid vaccination status and encourage uptake. Collate number not immunised and refer for vaccination according to the GP or local vaccination process.

A Primary Care Guide to SMI health Checks

[Primary Care Physical Health Checks for people with Severe Mental Illness \(SMI\) – Best Practice Guide FIFTH EDITION \(clinical-pathways.org.uk\)](https://clinical-pathways.org.uk)

It is advised that staff delivering SMI health checks familiarise themselves with the Health Improvement Profile – Primary Care (HIP-PC). This guide identifies all areas included in a quality annual health check for people with SMI, and gives the rationale for inclusion and recommended action if issues are identified.

The Lester Tool is a summary poster to guide health workers to assess the cardio metabolic health of people experiencing psychosis and schizophrenia, enabling staff to deliver safe and effective care to improve the physical health of mentally ill people.

[Lester UK Adaption 2014 | Mental Health Partnerships](#)

6.3. Post assessment.

On the back of the assessment a number of onward referrals and signposting opportunities must be taken advantage of for the benefit of the patient at heart. Utilising community services, Primary or secondary care services are also available, but having that identification of a wellbeing concern is important to be actioned. (see appendices for community services)

Rethink Resource Guides, have been produced as part of a project funded by NHS London.

Rethink Good Health Guide can help patient to monitor and promote self- management of own health care.

[Severe mental illness and physical health checks \(rethink.org\)](https://rethink.org)

Rethink Physical Health Guide for Carers/family members - what they need to know, how best to support someone to have an annual health check.

[Physical activity and mental health \(rethink.org\)](https://rethink.org)

N.B. If you identify that a patient is not appropriate for the SMI QoF Register, please discuss within your clinical team (or Wellbeing Service) about coding them correctly and removing them from the SMI Register.

If a patient is presenting in remission (5 years with no antipsychotic medication **and** no contact with Secondary Mental Health Services or Acute admissions) please code them accordingly and review this status on a yearly basis.

7. APPENDICES

<https://www.rcpsych.ac.uk/mental-health/problems-disorders/physical-illness>

<https://www.nhs.uk/apps-library/>

<https://equallywell.co.uk/resources/guide-for-people-with-smi-to-look-after-physical-health-during-covid/>

Community services for ongoing referral

[NHS YOURhealth: Delivering positive health outcomes \(nhs-health-trainers.co.uk\)](https://nhs-health-trainers.co.uk)

[Home - East Riding Health and Wellbeing](#)

[Beecan](#)

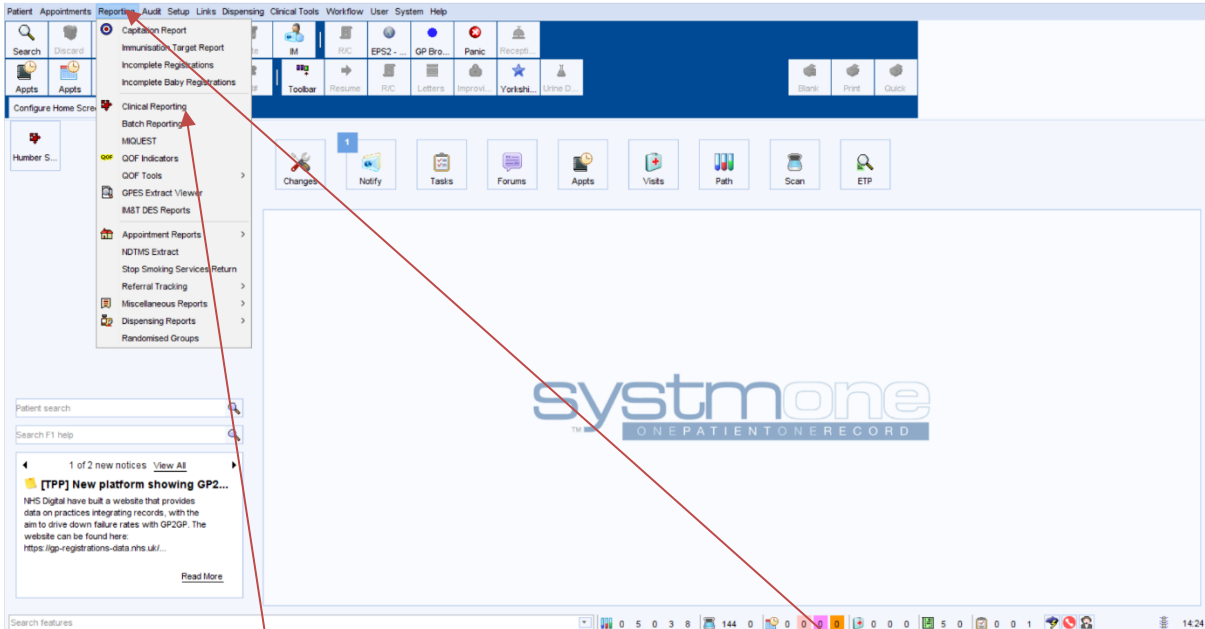
Information agreement Processing Dead template – see **Appendix 3**

Appendix 1 - SMI Register Guide for SystmOne

SMI Register Guide for Sy1

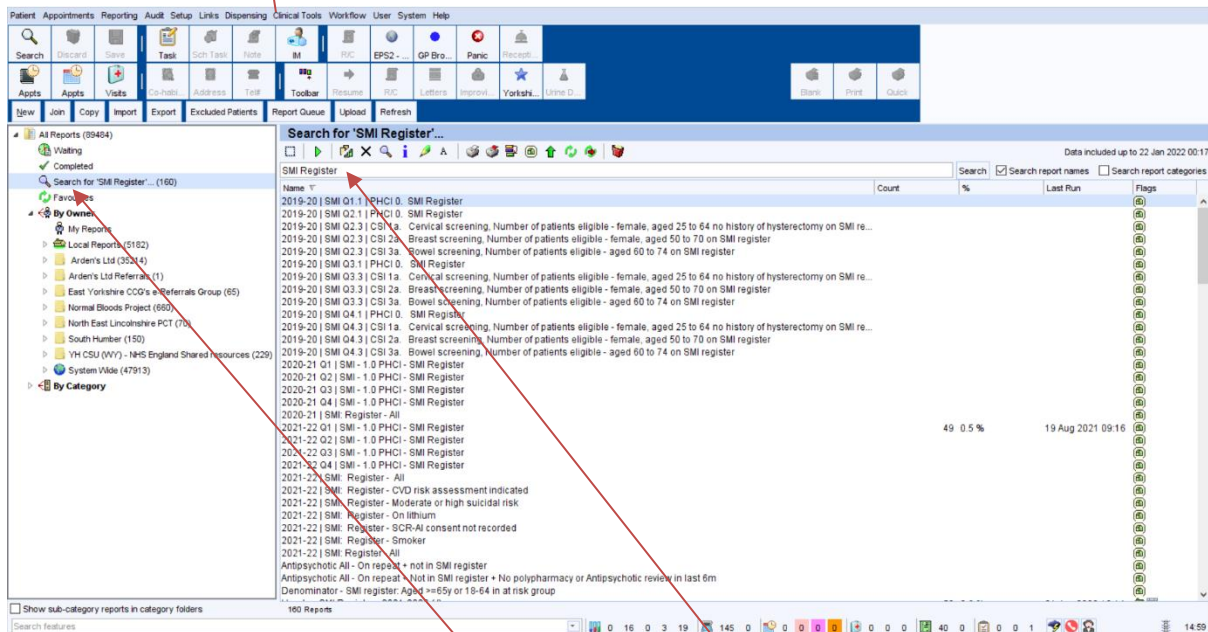
- Once you have opened Sy1 and see this home screen, click on 'Reporting' which can be

located along the toolbar at the top of the screen. Once the drop-down box

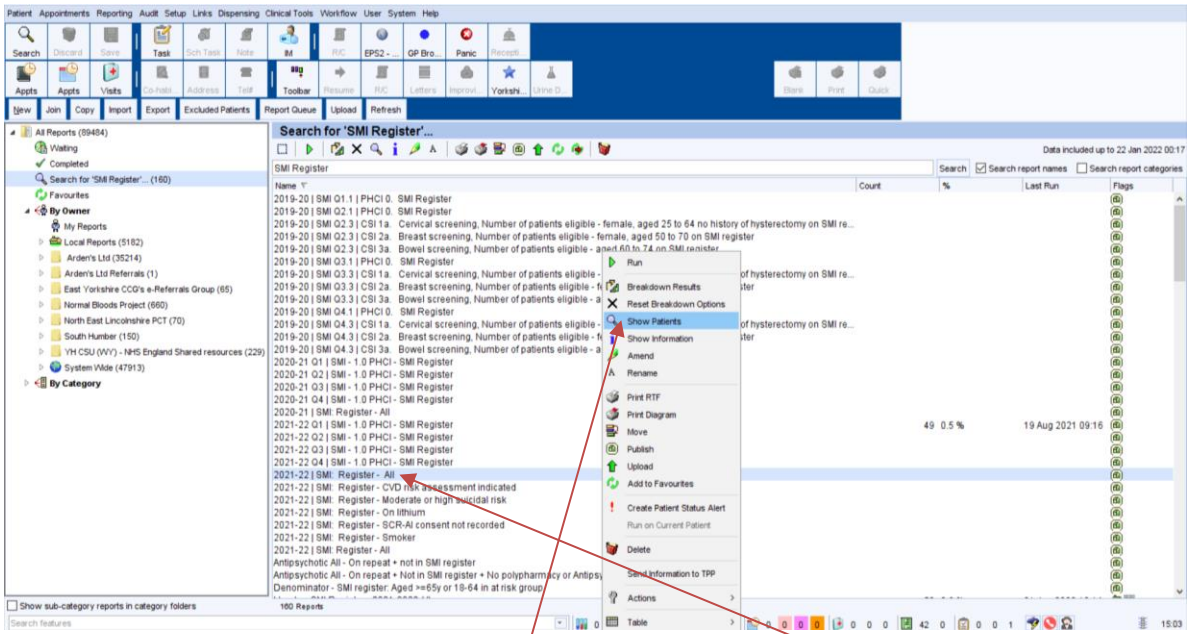


appears, click on 'Clinical Reporting'.

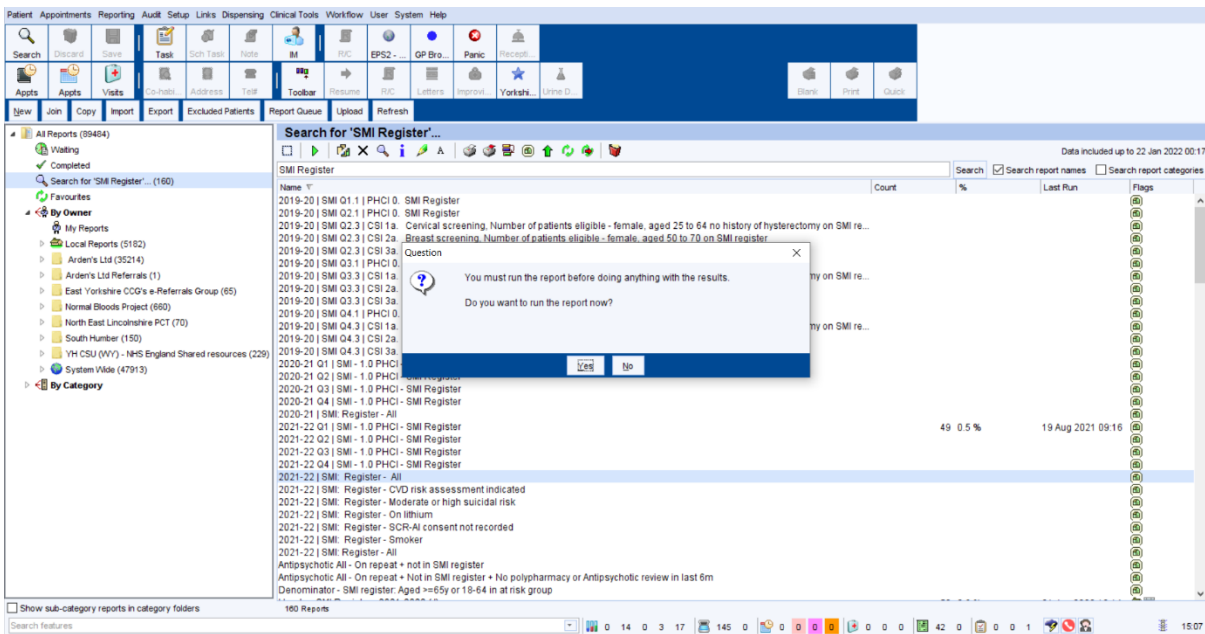
- Once this screen



appears, go to 'Search', type in 'SMI Register', press the search button and a full list of SMI related registers will appear.



- Find the newest SMI register, which in this case is named '2021-22|SMI: Register – All', right click and click on 'Show Patients'.



- A screen

message will pop up to which you select 'Yes'.

The screenshot shows a software interface with a top navigation bar and a main content area. The main content area displays a list of reports under the heading 'Search reports...'. The reports are organized into columns: Name, Count, %, Last Run, and Flags. A red arrow points to a report in the 'Flags' column that has a green tick icon, indicating it is ready to run. The report title is '2021-22 O4 | SMI - 1.0 PHCI - SMI Register'. Other reports in the list include various SMI registers and screening reports for different categories and dates.

Name	Count	%	Last Run	Flags
2019-20 SMI O1.1 PHCI 0 - SMI Register				(i)
2019-20 SMI Q2.1 PHCI 0 - SMI Register				(i)
2019-20 SMI Q2.3 CSI 1.a - Cervical screening, Number of patients eligible - female, aged 25 to 64 no history of hysterectomy on SMI re...				(i)
2019-20 SMI Q2.3 CSI 2.a - Breast screening, Number of patients eligible - female, aged 50 to 70 on SMI register				(i)
2019-20 SMI Q2.3 CSI 3.a - Bowel screening, Number of patients eligible - aged 60 to 74 on SMI register				(i)
2019-20 SMI Q3.1 PHCI 0 - SMI Register				(i)
2019-20 SMI Q3.3 CSI 1.a - Cervical screening, Number of patients eligible - female, aged 25 to 64 no history of hysterectomy on SMI re...				(i)
2019-20 SMI Q3.3 CSI 2.a - Breast screening, Number of patients eligible - female, aged 50 to 70 on SMI register				(i)
2019-20 SMI Q3.3 CSI 3.a - Bowel screening, Number of patients eligible - aged 60 to 74 on SMI register				(i)
2019-20 SMI Q4.1 PHCI 0 - SMI Register				(i)
2019-20 SMI Q4.3 CSI 1.a - Cervical screening, Number of patients eligible - female, aged 25 to 64 no history of hysterectomy on SMI re...				(i)
2019-20 SMI Q4.3 CSI 2.a - Breast screening, Number of patients eligible - female, aged 50 to 70 on SMI register				(i)
2019-20 SMI Q4.3 CSI 3.a - Bowel screening, Number of patients eligible - aged 60 to 74 on SMI register				(i)
2020-21 O1 SMI - 1.0 PHCI - SMI Register				(i)
2020-21 O2 SMI - 1.0 PHCI - SMI Register				(i)
2020-21 O3 SMI - 1.0 PHCI - SMI Register				(i)
2020-21 O4 SMI - 1.0 PHCI - SMI Register				(i)
2020-21 SMI Register - All				(i)
2021-22 O1 SMI - 1.0 PHCI - SMI Register				(i)
2021-22 O2 SMI - 1.0 PHCI - SMI Register				(i)
2021-22 O3 SMI - 1.0 PHCI - SMI Register	49	0.5 %	19 Aug 2021 09:16	(i)
2021-22 O4 SMI - 1.0 PHCI - SMI Register				(i)
2021-22 SMI Register - All				(i)
2021-22 SMI Register - CVD risk assessment indicated				(i)
2021-22 SMI Register - Moderate or high suicidal risk				(i)
2021-22 SMI Register - On lithium				(i)
2021-22 SMI Register - SCR-AI consent not recorded				(i)
2021-22 SMI Register - Smoker				(i)
2021-22 SMI Register - All				(i)
Antipsychotic All - On repeat + not in SMI register				(i)
Antipsychotic All - On repeat + Not in SMI register + No polypharmacy or Antipsychotic review in last 6m				(i)
Denominator - SMI register Aged >=65y or 18-64 in at risk group				(i)

- The report is now waiting to run and will take a couple of minutes. Once it changes to a green tick, right click the report, select show patients again and you will gain access to the SMI Register.

Appendix 2 - SMI Letter invite

Add in box

Dear

It's time for your annual health check. We all have to look after our health, but people with severe mental illness need to be a little extra careful. Your medication and lifestyle could put you at risk of certain health problems.

Because of Covid -19 we are offering telephone appointments first then, then will follow up with a face to face appointment to complete the rest of the physical health check.

What does a physical health check include?

- Your blood pressure
- Your weight
- A blood test
- The opportunity to discuss general lifestyle issues and healthy living.

Advice and support



Do you exercise?



Do you want to stop smoking?



Are you eating well?



Do you drink or take drugs

We can offer a telephone appointment on (date and time) please contact GP Practice on (contact number) to rearrange if not suitable

Appendix 3 - Information agreement Processing Deed template

DATA PROCESSING DEED

Data Processing Deed to satisfy Chapters 2 and 3 of the Data Protection Act 2018

and

Article 28 of the General Data Protection Regulation

BETWEEN

Name of GP practice or PCN

AND

Humber Teaching NHS Foundation Trust

(Hereinafter also known as the Processor)

In support of

The Services and / or Use of Data as Described in the Attached Schedules

THIS DEED is made on the

Insert date

Part 1: Generic Standard GDPR Clauses

[STANDARD DEFINITIONS, WHICH MAY NEED AMENDING

Party: a Party to this Agreement

Agreement: this deed;

Law: means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Processor is bound to comply;

Processor Personnel: means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement;

GDPR CLAUSE DEFINITIONS:

Data Protection Legislation: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer take the meaning given in the GDPR.

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

Data Subject Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

DPA 2018: Data Protection Act 2018

GDPR: the General Data Protection Regulation (*Regulation (EU) 2016/679*)

Joint Controllers: where two or more Controllers jointly determine the purposes and means of processing

LED: Law Enforcement Directive (*Directive (EU) 2016/680*)

Protective Measures: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in the attached Schedules (Security).

Sub-processor: any third Party appointed to process Personal Data on behalf of that Processor related to this Agreement

1. DATA PROTECTION

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, Holderness Health is the Controller and **Humber Teaching NHS Foundation Trust** is the Processor unless otherwise specified in the attached Schedules. The only processing that the Processor is authorised to do is listed in the attached Schedules by the Controller and may not be determined by the Processor.
- 1.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 1.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- (a) process that Personal Data only in accordance with the attached Schedules, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular the attached Schedules);

- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

1.5 Subject to clause 1.6, the Processor shall notify the Controller immediately if it:

- (a) receives a Data Subject Request (or purported Data Subject Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

- 1.6 The Processor's obligation to notify under clause 1.5 shall include the provision of further information to the Controller in phases, as details become available.
- 1.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event;
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 1.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the processing is not occasional;
 - (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 1.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 1.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:
- (a) notify the Controller in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this deed such that they apply to the Sub-processor; and
 - (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

- 1.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 1.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

DISPUTE RESOLUTION

- 1.15 Both parties shall aim to resolve all disputes, differences and questions by means of co-operation and consultation. Should this fail, then the dispute resolutions process in the standard NHS Commissioning contract will be engaged – the conditions contained in GC8. Other terms of that contract will not be applicable in any way to this contract

2. LIABILITY AND INDEMNITY

- 2.1 Without affecting its liability for breach of any of its obligations under the service Deed, the Processor shall indemnify the Controller in full for costs, losses, charges, expenses it suffers arising out of the Processor's loss of the NHS Information or unauthorised or unlawful use of it whether arising in negligence or is otherwise a breach of this Data Processing Deed and including any fine imposed on the Controller by the Information Commissioner by way of civil monetary penalty.

3. FREEDOM INFORMATION

- 3.1 The Processor acknowledges that the Controller is subject to the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR).
- 3.2 In addition, the Controllers may be statutorily required to disclose further information about the contracted service or the Deed itself in response to a specific request under FOIA or EIR, in which case:
- 3.3 The Processor shall provide the Controllers with all reasonable assistance and co-operation to enable the Controllers to comply with its obligations under FOIA or EIR.
- 3.4 The Controllers shall consult the Processor regarding commercial or other confidentiality issues in relation to the Deed, however the final decision about disclosure of information or application of exemptions shall rest solely with the Controller.

DATA PROCESSING DEED BETWEEN THE CONTROLLER AND THE PROCESSOR

On behalf of the Controller

The Controllername gp practice/
PCN.....

Executed as a deed by name gp practice/ PCN acting by*

Signature (of Director / sole GP practice / Lead GP with authority to sign on behalf of the Practice)

..... Date
.....

Name

PositionGP Partner / Caldicott Guardian

Signature(s) (of additional Director or Company Secretary; Partner(s); or witness):

..... Date
.....

..... Date
.....

..... Date
.....

..... Date
.....

Name(s)

Position.....

*EXPLANATORY NOTE:

- Where the Practice is operated by a Company the Deed must be signed by two Directors OR a Director and the Company Secretary

- *Where the Practice is a sole GP practice the Deed must be signed by the GP and countersigned by a witness*
- *Where the Practice is a Partnership the deed should be signed by a Lead GP authorised to sign on behalf of the Practice, and countersigned by a second partner or witness.*
- *Where no single Partner is authorised to sign on behalf of the Practice, ALL PARTNERS should sign the Deed.*

On behalf of the Processor

The Processor..... Humber Teaching NHS Foundation Trust

Executed as a deed by Humber Teaching NHS Foundation Trust:

Signature of executive officer:

Date

Name

Position

Part 2: Schedule of Processing, Personal Data and Data Subjects (attached Schedules)

Schedules - Processing, Personal Data and Data Subjects

These Schedules shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of the Schedules shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are:
Barry Jackson, Head of Information Governance
N3i
The View
Bridgehead Business Park
Hessle
Hull
HU13 0GD
07593 529760
barry.jackson@nhs.net
2. The Processor shall comply with any further written instructions with respect to processing by the Controller.
3. Any such further instructions shall be incorporated into these Schedules.

Schedule 1 – Processing Instruction

Description	Details
Identity of the Controller and Processor	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, Holderness Health is the Controller and Humber Teaching NHS Foundation Trust is the Processor in accordance with Clause 1.1.</p> <p>In compliance with Article 28 (2) of the GDPR, the Controller authorises the Processor to provide the SMI Annual Health Check to the extent that the processing is limited to the information allowed in this deed and that the restrictions and conditions on use of the data contained in this agreement are passed to any sub-contractor.</p>
Subject matter of the processing	<p>Access to the GP practice patient record system to deliver the Serious Mental Illness (SMI) Annual Physical Health check. Patients on the SMI register will be contacted by the processor. The processor will complete the physical health check and record the results in the GP practice record system.</p>
Duration of the processing	
Nature and purposes of the processing	<p>Health data:</p> <ul style="list-style-type: none"> - to check which patients are on the SMI register and require an annual health check. - perform the physical health check. - record the results of the health check in the relevant patient record. <p>Personal data:</p> <ul style="list-style-type: none"> - to contact the patient to book them an appointment for the health check. - to identify the correct patient is contacted. - To ensure the correct record is selected and updated.
Type of Personal Data being Processed	<p>Name, Date of Birth, Age, Address, Postcode, Contact Number Health Data: BMI, Cholesterol, Glucose, Smoking status, Alcohol levels, Blood pressure</p>
Categories of Data Subject	<p>All patients of the GP practice named in the deed.</p>
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>The source data remains on the GP clinical system.</p> <p>Any extracted personal data will be deleted in line with national NHS records management guidance at the termination of this agreement</p>