

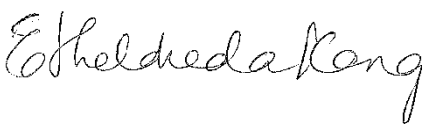
NORTH WEST LONDON INFORMATION SHARING PROTOCOL

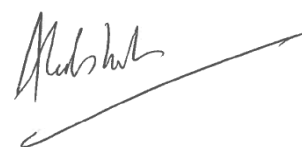
- (A) The purpose of this Protocol is to facilitate the secure sharing of information amongst key public sector, private and voluntary organisations in North West London Clinical Commissioning Groups to support the provision of effective and efficient health and social care services to the populations of the local area.**
- (B) This Protocol sets out general principles, standards and governance agreed between the identified Partner Organisations to provide a secure framework for the sharing of information between the Partner Organisations within which they can all operate.**
- (C) By signing this document, each Partner Organisation undertakes to implement and adhere to the principles, standards and governance set out in this Protocol, reassuring the other Partner Organisations that patient information will be used and managed only in agreed and appropriate ways.**
- (D) This Protocol will be underpinned by service specific Information Sharing Agreements between the Partner Organisations that are designed to meet the specific requirements for the sharing of specific information for specific purposes using specific systems.**
- (E) This Protocol will be extended to include other organisations working in partnership to deliver services in North West London. Organisations that enter an approved specific Information Sharing Agreement will automatically become a Partner Organisation and a signatory to this Protocol.**


1. PARTIES TO THIS PROTOCOL


We the undersigned agree that each organisation that we represent will adopt and adhere to the principles, standards and governance set out in this Protocol, and are prepared to sign Information Sharing Agreements for the sharing of specific information for specific purposes, using specific systems:

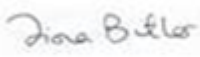
(Please see next page and the list of Partner Organisations in Appendix 2)

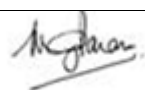
Agency Name	NHS BRENT CLINICAL COMMISSIONING GROUP
Address	Wembley Centre for Health and Care 116 Chaplin Road Wembley HA0 4UZ
Contact Details	Email Address- etheldreda.kong@nhs.net
Authorised Signatory- Chair of Brent	 Signature: Date: 24 March 2014

Agency Name	NHS HARROW CLINICAL COMMISSIONING GROUP
Address	4th Floor 59-65 Lowlands Road Harrow on the hill HA1 3AW
Contact Details	Email Address- Amol.Kelshiker@gp-E84024.nhs.uk
Authorised Signatory- Chair of Harrow CCG	 Signature: Date: 24 March 2014


Agency Name	NHS HILLINGDON CLINICAL COMMISSIONING GROUP
Address	Kirk House 97-109 High Street Yiewsley, West Drayton UB7 7HJ
Responsible Manager	Email Address- ian.goodman@gp-E86001.nhs.uk
Authorised Signatory- Chair of Hillingdon CCG	 Signature Date 24 March 2014

Agency Name	NHS CENTRAL LONDON CLINICAL COMMISSIONING GROUP
Address	15 Marylebone Road London NW1 5JD
Contact Details	Email address- ruthohare@nhs.net
Authorised Signatory- Chair of Central London CCG	 Date 7 October 2014


Agency Name	NHS WEST LONDON CLINICAL COMMISSIONING GROUP
Address	15 Marylebone Road London NW1 5JD
Contact Details	Email address- Fiona.bulter@nhs.net
Authorised Signatory- West London CCG	 Date 7 October 2014

Agency Name	NHS EALING CLINICAL COMMISSIONING GROUP
Address	23 OLDFIELD LANE SOUTH GREENFOLD UB6 9LF
Contact Details	Email Address- mohini.parmar@nhs.net
Authorised Signatory- Chair of Ealing CCG	 Date 7 October 2014

Agency Name	NHS HAMMERSMITH & FULHAM CLINICAL COMMISSIONING GROUP
Address	15 Marylebone Road London NW1 5JD
Contact Details	Email Address- tim.spicer@inwl.nhs.uk
Authorised Signatory- Chair of Hammersmith & Fulham CCG	 Date 7 October 2014

Agency Name	NHS HOUNSLOW CLINICAL COMMISSIONING GROUP
Address	15-21 Staines Rd, Hounslow, Middlesex TW3 3HR
Contact Details	Email address- nicola.burbridge@nhs.net
Authorised Signatory- Chair of Hounslow CCG	 Date 7 October 2014

This page must be completed by the Caldicott Guardian:

Organisation Name	Brent, Harrow and Hillingdon Clinical Commissioning Groups
Address	3 rd Floor 59-65 Lowlands Road Harrow on the hill HA1 3AW
Contact Details	Email Address- ursula.gallagher@nhs.net
Authorised Signatory- Caldicott Guardian for Brent, Harrow and Hillingdon CCGs	 Signature: Date: 1 April 2014

Organisation Name	Central London, West London, Hammersmith and Fulham, Hounslow and Ealing Clinical Commissioning Groups (CWHHE)
Address	4 th Floor 15 Marylebone Road London NW1 5JD
Contact Details	Jonathan Webster Email Address- jonathanwebster@nhs.net
Authorised Signatory- Caldicott Guardian for Central London, West	

**London, Hammersmith
& Fulham, Hounslow
and Ealing CCGs**



Signature

Date: 3rd November 2014

Each of the above listed organisations shall be a **Partner** and together they shall be the **Partner Organisations**.

2. OVERARCHING PRINCIPLES

- 2.1 The Partner Organisations recognise that many services cannot be effectively delivered without the exchange of Personal Confidential Data across key public sector, private and voluntary organisations. This Protocol sets out the principles by which the Partner Organisations agree to exchange information, in a manner which is compliant with their legal responsibilities. The Partner Organisations will ensure the accurate, timely, secure and confidential sharing of information where such information sharing is essential for the provision of health and social care to the local population in North West London.
- 2.2 Each Partner Organisation is responsible for ensuring that robust technical and organisational measures and information governance arrangements are in place to protect the security and integrity of information to ensure a trusted sharing environment.
- 2.3 Information shared pursuant to this Protocol may not be shared with any other organisation not a signatory to this Protocol without the prior consent of the relevant Partner Organisation and/or patient/client.
- 2.4 The Partner Organisations recognise that there must be a legal basis for any sharing of Personal Confidential Data.
- 2.5 The Partner Organisations recognise that where Personal Confidential Data is shared because it is necessary for Direct Care, the patient's consent may usually be implied, providing a legal basis for such sharing.
- 2.6 The specific purpose for use and sharing information will be defined in the Information Sharing Agreements, however the following principles should form the basis of such Information Sharing Agreements relevant to its type:
 - 2.6.1 Provided any disclosure is in accordance with this Protocol, Partner Organisations should share Personal Confidential Data when it is needed for the safe and effective care of an individual.
 - 2.6.2 Where Personal Confidential Data is shared for Indirect Care, consent may not be implied. The Partner Organisations agree to anonymise such data before sharing where possible. Any Personal Confidential Data should only be shared for Indirect Care if:
 - (a) the Data Subject has given consent;
 - (b) the data sharing is required by law;
 - (c) the recipient has approval to receive it under Regulation 5 of the Health Service (Control of Patient Information) Regulations 2002 (otherwise known as Section 251 support).
- 2.7 The Partner Organisations agree to respect an individual's right to object to the sharing of Personal Confidential Data about them.

3. KEY LEGISLATION AND GUIDANCE

- 3.1 The Partner Organisations are subject to a variety of legal obligations, and statutory and other guidance in relation to the sharing and disclosure of information, including (without limitation):
 - 3.1.1 Data Protection Act 1998

- 3.1.2 Human Rights Act 1998
- 3.1.3 Common Law Duty of Confidence
- 3.1.4 Caldicott Principles
- 3.1.5 ICO Data Sharing Code of Practice
- 3.1.6 Confidentiality: NHS Code of Practice
- 3.1.7 HSCIC: A guide to confidentiality in health and social care
- 3.1.8 NHS England Information Governance and Risk Stratification: Advice and Options for CCGs and GPs
- 3.1.9 Department of Health: Information Security: NHS Code of Practice

This is not an exhaustive list and other legislation applies in specific circumstances.

- 3.2 Each Partner Organisation must have documented policies and procedures to ensure compliance with the national requirements for data protection, information security and confidentiality and committed to ensuring that any information is shared in accordance with its legal, statutory and common law duties, and, that it meets the requirements of any additional guidance.

As part of each Information Sharing Agreement each Partner Organisation shall specify how it meets its legal obligations and the legal basis under which information can be shared.

4. INFORMATION GOVERNANCE REQUIREMENTS

- 4.1 Subject to clause 4.3, each Partner Organisation is required to comply with the then current NHS Information Governance Toolkit as appropriate to its organisation type and adhere to robust information governance management and accountability arrangements, including effective security event reporting and management.
- 4.2 Subject to clause 4.3, each Partner Organisation must comply with the IGT assessment, reporting and audit requirements relevant to its organisation type. Each Partner Organisation will provide evidence of compliance to the Governing Group or the other Partner Organisations on written request.
- 4.3 Any Partner Organisation which is a non-NHS organisation and unable to comply with the IGT must obtain prior written approval from the Governing Group to adopt an alternative, but equivalent standard to the IGT for NHS organisations. For the avoidance of doubt, the Governing Group reserves the right to reject/amend any proposed standard at its sole discretion.
- 4.4 Each Partner Organisation must ensure and maintain its registration with the Information Commissioner under the Data Protection Act 1998.
- 4.5 In the event of a Security Incident, the responsible Partner Organisation should immediately inform the Governing Group and all other affected Partner Organisations (usually the disclosing Partner Organisation(s)) with as many details as known at that time and regularly update the relevant Partner Organisations and Governing Group thereafter, including any subsequent investigation report or remedial actions. Any affected Partner Organisation will then pass on the information in accordance with incident reporting procedures within their own organisation if appropriate.
- 4.6 If any Partner Organisation cannot or may not be able to comply with the requirements in this Clause, the partner should inform the Governing Group immediately. The Governing Group will undertake an urgent review and has the discretion to authorise derogation from or amendment to the requirements of this

clause, on such terms as the Governing Group considers to be appropriate, as long as the derogation or amendment is lawful.

5. PERSONAL CONFIDENTIAL DATA: COMMUNICATION AND CONSENT

Communication

- 5.1 Each Partner Organisation must:
 - 5.1.1 Effectively inform patients about the ways the information they have provided may be used, who it may be shared with, what will be shared and for what purpose;
 - 5.1.2 effectively inform patients that they have the right to opt out of sharing their information or select/restrict which elements of their information may or may not be shared and that any consent can be changed in the future;
 - 5.1.3 effectively inform patients of the implications for the provision of care or treatment, such as the potential risks involved if their full record is not made available to health professionals involved in their Direct Care; and
 - 5.1.4 ensure fair processing notices are always in place.
- 5.2 Any Partner Organisation which does not have the ability to mark part of a record as private, must notify the Governing Group and inform the patient that they must decide whether all or none of their record should be shared.
- 5.3 Each Partner Organisation must ensure that technical and organisational measures are in place to obtain and record consent from patients and allow patients to select which elements of their information may not be shared. These measures must also allow for the patient to withdraw consent and include a process for ceasing processing of such information immediately and give notice to affected Partner Organisations.
- 5.4 Each Partner Organisation should employ a variety of channels to communicate with its patients regarding information sharing, such as information leaflets, posters, at the point of care, during the patient registration process or when referring into other services.

Consent

- 5.5 Patient consent must be obtained in line with NHS guidance then in force. Consent can be Explicit Consent or Implied Consent. Each Partner Organisation recognises that different consent arrangements are needed in respect of sharing information for Direct Care and Indirect Care purposes.
- 5.6 Obtaining Explicit Consent for information sharing is best practice and ideally should be obtained when the patient first accesses the service.
- 5.7 Partner Organisations must make arrangements for the systematic obtaining of consent.
- 5.8 Consent must be informed. Each Partner Organisation must ensure that the patient has the capacity to give consent and if not, follow the relevant guidance to obtain the appropriate consent.
- 5.9 Each Partner Organisation must ensure that technical and organisational measures are in place to obtain and record consent from patients and allow patients to select which elements of their information may not be shared. These measures must also allow for the patient to withdraw consent and include a process for ceasing processing of such information immediately and give notice to affected Partner Organisations.

- 5.10 Each Partner Organisation will, as a matter of good practice, seek fresh consent if there are significant changes in the circumstances of the individual or the work being undertaken with them.
- 5.11 Each Partner Organisation must ensure that where required, consent is recorded and a full audit trail retained of who obtained consent.
- 5.12 Partner Organisations have authority to seek consent only on behalf of their own organisation.

6. DECIDING WHETHER TO SHARE PERSONAL CONFIDENTIAL DATA

- 6.1 Partner Organisations will follow the decision tree at Appendix 4, adapted from the guidance given by the HSCIC in its *Guide to confidentiality in health and social care*.
- 6.2 Information relating to a deceased person is not subject to the Data Protection Act 1998, however careful consideration should be given and further advice sought before any such information is released. Duties of confidence still apply.
- 6.3 If a Partner Organisation decides not to disclose some or all of the Personal Confidential Data, the requesting Partner Organisation must be informed why in so far as is permitted by law. For example, if the Partner Organisation is relying on an exemption or on the inability to obtain consent from the patient.

7. SYSTEM SUPPLIER STANDARDS

- 7.1 Each system operated by any Partner Organisation for sharing clinical information should have NHS Interoperability Toolkit accreditation, thus assuring its system specifications and standards meet the agreed interoperability standards for the NHS. Partner Organisations that operate such systems will provide evidence of compliance to the Governing Group or other Partner Organisations on written request.
- 7.2 Any proposed non-compliance must be explained, documented and agreed in advance by the Governing Group.
- 7.3 If any Partner Organisation cannot or may not be able to comply with the requirements in this Clause, the partner should inform the Governing Group immediately. The Governing Group will undertake a review and may in its discretion authorise derogation from the above requirements subject to such conditions as it deems appropriate.
- 7.4 All partner organisations' systems under this Protocol must have user authentication mechanisms to ensure that all instances of access are auditable against an individual, including the following information:
 - 7.4.1 Job role and name of staff member accessing the system;
 - 7.4.2 Organisation name;
 - 7.4.3 What actions were performed; and
 - 7.4.4 The date and time the information was viewed.
- 7.5 The systems and technical measures used by each Partner Organisation for the sharing of Direct Care and Indirect Care must be specified in any Information Sharing Agreement.

8. KEY CONTACTS

- 8.1 Each Partner Organisation will nominate a person as a key contact to deal with queries and requests for information under this Protocol. This person shall also

represent the Partner Organisation in the Governing Group. It is advisable that such appointed contact shall usually be the Partner's Caldicott Guardian or data protection officer or equivalent.

- 8.2 A Partner Organisation may change its appointed contact at any time on written notice to all Partner Organisations.
- 8.3 The key contact for each Partner Organisation will ensure dissemination of this Protocol in line with each Partner Organisation's internal arrangements for the distribution of policies, procedures and guidelines and monitor the implementation and compliance of this Protocol within their own Partner Organisation.

9. GOVERNING GROUP

- 9.1 The purpose of the Governing Group is to oversee, support and maintain the secure sharing of information under this Protocol.
- 9.2 Each Partner Organisation will have a representative on the Governing Group which in accordance with clause 8 will be each Partner Organisation's key contact under this Protocol.
- 9.3 Patient representation on the Governing Group will be nominated by Partner Organisations
- 9.4 The Governing Group will meet at least annually.
- 9.5 The Governing Group shall have the following powers and responsibilities:
- 9.5.1 to approve ISAs and additional Partner Organisations to this agreement;
 - 9.5.2 to administer membership of this Protocol
 - 9.5.3 to determine whether a Partner Organisation should cease to be a party to this Protocol for a specific period of time or permanently for non-compliance;
 - 9.5.4 to determine whether a Partner Organisation may derogate from or amend any requirement under this Protocol;
 - 9.5.5 to maintain an information conduit between the Partner Organisations;
 - 9.5.6 to maintain a channel of liaison with pan-London personal information sharing initiatives and relevant NHS and local authority national initiatives;
 - 9.5.7 to investigate breaches of the Protocol and require Partner Organisations to take remedial actions;
 - 9.5.8 to monitor each Partner Organisation's compliance with this Protocol or any ISA The Governing Group may request evidence of compliance with this Protocol on written request to any Partner Organisation;
 - 9.5.9 to approve common patient communication materials; and
 - 9.5.10 to develop, review and maintain the Protocol to ensure that it reflects any legal and statutory obligations and any other related best practice guidance in relation to information governance.
- 9.6 The Governance Group may regulate its own procedure subject to the provisions of this Information Sharing Protocol.
- 9.7 It is noted that there may be specific information sharing protocols already in place between some Partner Organisations, which must be taken into consideration.

- 9.8 In accordance with clause 8, any Partner Organisation wishing to amend the details of its representative must notify, in writing, the Governing Group, providing details of the newly appointed representative as soon as is practicably possible.

10. DATA RETENTION STANDARDS

- 10.1 Each Partner Organisation must have a written policy for the retention and disposal of information in accordance with NHS Best Practice guidance.
- 10.2 No Partner Organisation should retain information for longer than is necessary to achieve the objectives for which the information was obtained.

11. ASSURANCE

- 11.1 Each Partner Organisation must, so far as possible, ensure the accuracy of the information (correct, complete and up-to-date) which it is sharing under this Protocol and must have in place appropriate systems to update any information if subsequently discovered to be inaccurate.
- 11.2 If a Partner Organisation is aware of a material inaccuracy or omission in information that it shares under an Information Sharing Agreement, the Partner Organisation must inform the recipient of that inaccuracy or omission.
- 11.3 Where possible, the NHS number must be used as the unique patient identifier and systems used by the Partner Organisations should connect to the Connecting for Health Personal Demographic Service to ensure the NHS numbers are accurate and demographic data synchronised.

12. STAFF

- 12.1 Each Partner Organisation is responsible for ensuring that access to shared information is documented and restricted to those staff who have a legitimate and appropriately approved reason to access it and those staff who are properly trained to discharge any relevant obligations in accordance with this Protocol.
- 12.2 Each Partner Organisation shall provide staff with training on the principles and legal requirements for information sharing and the appropriate tools to enable them to comply with the obligations under this Protocol.
- 12.3 Each Partner Organisation shall ensure that shared information can only be accessed via username and password.
- 12.4 Each Partner Organisation shall make it a condition of employment that all employees, agents or contractors will abide by the rules and policies of that Partner Organisation in relation to information governance. This condition should be written into employment and other contracts and each Partner Organisation shall make staff aware that any failure to comply with the requirements outlined in this Protocol is likely to be subject to disciplinary action.

13. SUBJECT ACCESS AND COMPLAINTS

- 13.1 Each Partner Organisation is responsible for putting into place effective procedures to address complaints about data sharing and subject access requests relating directly to this Protocol. Information about these procedures should be made available to patients.
- 13.2 Each Partner Organisation must have a designated Data Protection Officer or Information Governance Manager who is responsible for subject access requests and complaints.

- 13.3 Subject access requests from third parties for data available to organisations under this Protocol are to be directed promptly to the Data Protection Officer or Information Governance Manager of the relevant Partner Organisation.
- 13.4 Any complaints about data sharing relating directly to this Protocol should be directed promptly to the Data Protection Officer or Information Governance Manager of the relevant Partner Organisation.

14. FREEDOM OF INFORMATION

- 14.1 The Partner Organisations recognise that public bodies are subject to the requirements of the Freedom of Information Act 2000 ("**FOIA**") and the Environmental Information Regulations ("**EIR**"). Any such requests relating to information governed by this Protocol should be directed promptly to the Data Protection Officer or Information Governance Manager of the relevant Partner Organisation.
- 14.2 The Partner Organisations shall notify the Governing Group of any such request and assist and co-operate with the Governing Group to enable compliance with any obligations under the FOIA and the EIR.

15. AUDIT

- 15.1 Each Partner Organisation accepts responsibility for independently or jointly auditing its own compliance with this Protocol and any Information Sharing Agreements in which it is involved on a regular basis (at least annually).
- 15.2 Each Partner Organisation is required to keep and maintain records of all requests for information sharing received and track the flow of Personal Confidential Data.
- 15.3 This Protocol will be formally reviewed annually by the Governing Group, unless in the Governing Body's opinion new or revised legislation or national guidance necessitates an earlier review.
- 15.4 Following each review the Governing Group will confirm whether this Protocol remains fit for purpose, or whether to recommend amendments to the Partner Organisations.

APPENDIX 1 - GLOSSARY

In this Protocol unless the context otherwise requires the following words and expressions shall have the following meanings:

"Anonymised Data"	means data in a form where the identity of the individual cannot be recognised i.e. when: <ul style="list-style-type: none">• Reference to any data item that could lead to an individual being identified has been removed;• The data cannot be combined with any data sources held by a Partner with access to it to produce personal identifiable data;
"Data Controller"	A company, organisation or person who decides what data is collected, the purposes for which it is used and how that data is handled;
"Direct Care"	means clinical, social or public health activity concerned with the prevention, investigation and treatment of illness and the alleviation of suffering of individuals (all activities that directly contribute to the diagnosis, care and treatment of an individual);
"Explicit Consent"	means articulated patient agreement which gives a clear and voluntary indication of preference or choice, usually given orally or in writing and freely given in circumstances where the available options and the consequences have been made clear, and in relation to data sharing, the consent covers the specific details of processing; the data to be processed; and the purpose for processing;
"Implied Consent"	means patient agreement that has been signalled by behaviour of an informed patient;
"Indirect Care"	means activities that contribute to the overall provision of services to a population as a whole or a group of patients with a particular condition, but which fall outside the scope of direct care. It covers health services management, preventative medicine, and medical research;
"Information Sharing Agreement(s)"	means the agreement to be entered into between Partner Organisations prior to sharing information that is designed to meet the specific requirements for the sharing of specific information for specific purposes using specific systems and based on the attached template in Appendix 3;
"NHS Information Governance Toolkit" "IGT"	means the set of information governance requirements produced by the Department of Health and now hosted by the Health and Social Care Information Centre. It is a tool with which health and social care organisations can assess their compliance with current legislation and national guidance;
"Partner"	means the organisation(s) party to this Protocol, or
"Partner Organisations"	automatically added as a signatory to this Protocol by way of entering an approved specific Information Sharing Agreement;
"Personal"	means personal information about identified or identifiable

- "Confidential Data"** individuals, which should be kept private or secret. For the purposes of this Protocol 'personal' includes the definition of 'Personal Data', but it is adapted to include dead as well as living people. 'Confidential' includes both information 'given in confidence' and 'that which is owed a duty of confidence' and is adapted to include 'Sensitive Personal Data' as defined in this Protocol;
- "Personal Data"** has the meaning given to it in the Data Protection Act 1998, namely:
 data which relate to a living individual who can be identified:
- (a) from those data; or
 - (b) from those data and other information which is in the possession of, or is likely to come into the possession of, the Data Controller,
- and includes any expression of opinion about the individual and any indication of the intentions of the Data Controller or any other person in respect of the individual.
- Typical examples of this type of data could include a Name, Address, Full Postcode, Date-of-Birth, Email Address, and Telephone Number or a photograph or CCTV image. A unique number such as an employee number or NHS number could be considered as personal data if the organisation holds the identifying data relating to the unique identifier;
- "Security Incident"** means an actual, suspected or threatened unauthorised exposure, access, disclosure, use, communication, deletion, revision, encryption, reproduction or transmission of any component of Personal Data and/or Sensitive Personal Data or unauthorised access or attempted access to any Personal Data and/or Sensitive Personal Data;
- "Sensitive Personal Data"** means Personal Data consisting of information as to -
- (a) the racial or ethnic origin of the data subject,
 - (b) his political opinions,
 - (c) his religious beliefs or other beliefs of a similar nature,
 - (d) whether he is a member of a trade union (within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992),
 - (e) his physical or mental health or condition,
 - (f) his sexual life,
 - (g) the commission or alleged commission by him of any offence, or
 - (h) any proceedings for any offence committed or alleged to have been committed by him, the disposal of such proceedings or the sentence of any court in such proceedings,

APPENDIX 2 - RESPONSIBILITIES OF PARTNER ORGANISATIONS

Partner Organisation	Responsibility
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Federation of Brent, Harrow and Hillingdon CCGs	Governing Group (Informatics Sub-Committee)
NHS Brent Clinical Commissioning Group	Host of Protocol
NHS Harrow Clinical Commissioning Group	Host of Protocol
NHS Hillingdon Clinical Commissioning Group	Host of Protocol

The following pages set out the Partner Organisations for each borough.

Hillingdon Partner Organisations:

Partner Organisation	Responsibility
GP Practices within NHS Hillingdon CCG	Primary Healthcare provision – direct care
Hillingdon Hospitals NHS Foundation Trust	Secondary Healthcare provision – direct care
Central and North West London NHS Foundation Trust	Community and mental healthcare provision – direct care
London Borough of Hillingdon	Social Services – direct care Telecare services – direct care
Greenbrook Healthcare Ltd – Urgent Care Centre at Hillingdon Hospital	Urgent care services – direct care
Harmoni Ltd – Out of Hours and 111 services	OOH and 111 services – direct care
Imperial College Healthcare NHS Trust – including West London Breast Screening	Secondary Healthcare provision – direct care and screening services
North West London Hospitals NHS Trust (Northwick Park Hospital) – colorectal screening, cervical cytology screening	Secondary Healthcare provision – direct care and screening services
Ealing Hospital NHS Trust	Secondary Healthcare provision – direct care
Royal Brompton and Harefield NHS Foundation Trust (Harefield Hospital)	Secondary Healthcare provision – direct care
West Hertfordshire Hospitals NHS Trust (Watford General Hospital)	Secondary Healthcare provision – direct care
Heatherwood and Wexham Park Hospital NHS Foundation Trust	Secondary Healthcare provision – direct care
West Middlesex University Hospital NHS Trust	Secondary Healthcare provision – direct care
London Ambulance Service	Emergency care services – direct care
North West London Commissioning Support Unit	Clinical Quality and Patient Safety – clinical audit and/or investigation; recording, monitoring and analysing serious incidents; supporting the CCG in its statutory responsibilities for clinical quality and patient safety in all elements of the commissioning cycle
Age UK - Hillingdon	Support services as per agreed care pathways – direct care
Royal Marsden – Host of the Co-ordinate My Care (CMC) Programme	Host of shared electronic healthcare record created with patient consent
Healthcare Gateway Ltd - Medical Interoperability Gateway	Host of Information Technology solution that enables the sharing of electronic patient records

APPENDIX 3 - Information Sharing Agreement Template

[see separate document]

APPENDIX 4 - Deciding whether to share Patient Confidential Information

