

Online Practice Assessment Record and Evaluation tool

Data Sharing Agreement

between PARE and (Education / Placement Provider name here)

January 2019

Version number:	2.1
Original Author (2015):	Kieran Kelly and Brian Smith on behalf of the Online Practice Assessment Record and Evaluation Team
Governance review:	Mike Brownsell, University of Chester
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Changes	Date	Author
3.1, 3.2, 3.3 modified	14 th January 2015	Brian Smith
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5.3 & 7.4 added	24 th April 2015	Mike Brownsell
5.1 modified	20 th May 2015	Mike Brownsell
2.5 Added	18 th March 2016	Mike Brownsell
Document Review: 'HEI' now termed 'Education Provider'	18 th March 2016	Mike Brownsell Vicky McMillan
3.1 modified for accuracy (EHU)	13 th March 2017	Mike Brownsell
Document reviewed: Educator presence strengthened.	11 th November 2017	Mike Brownsell
Document reviewed in light of future self-sustainability model and 2018 GDPR	26 th February 2018	Mike Brownsell Sean Bradbury
V.2 Document reviewed in light of future self-sustainability model and 2018 GDPR	18 th May 2018	Mike Brownsell Sean Bradbury Rob Dawson
5.1 –changed to 7 days from 30 and document reviewed by LJMU – minor typographical changes and clarification of meaning on 7.4	22 nd October 2018	Mike Brownsell
Appendix 1, p.13: Strengthening of wording referencing data not being transferred outside of EEA	31 st January 2019	Andy Milne (UoM) Mike Brownsell
2 – Updated definition of Personal data, plus 3.4 and 5.2 - minor typographical and format changes	31 st January 2019	Rob Dawson (UoC) Mike Brownsell
2.2 - 'as appropriate added'	27 th February 2019	Mike Brownsell
3.1 – 'student identifier' altered to 'Unique learner identifier'	27 th February 2019	Mike Brownsell
Document wide 'Student' replaced with 'Learner'	30 th April 2019	Mike Brownsell

Overview

The following agreement governs the provision of Learner and educator personal information by the relevant Education and Placement Providers to the Practice Assessment and Evaluation Team on behalf of Health Education England (HEE).

It identifies the functions for which that information may be used. All Education Providers; Placement Providers; and HEE, are considered Data Controllers. Any information shared between parties, including HEE, will continue to be 'owned' by the organisation where the data source originated. HEE will act as a 'Data controller' and may only use the data under the specific conditions of this agreement, within the Governance Framework of the Education Contract with the Education Provider, and the Learning and Development Agreement with the Placement Provider.

The parties agree to comply with Data Protection Legislation at all times.

Any party may terminate this agreement by providing the other parties with three months' written notice.

1. Legal Basis for Processing Personal Data

There are six alternative legal bases under Article 6(1) of the GDPR: Consent; Contract; Legal Obligation, vital interest; Public Task; and Legitimate interest. The legal basis for this Data Sharing Agreement is drawn from:

Contract: the processing is necessary for a contract you have with the individual, or because they have asked you to take specific steps before entering into a contract.

And

Public task: the processing is necessary for you to perform a task in the public interest or for your official functions, and the task or function has a clear basis in law

2. Definitions

'the Data Controller'	<p>"Data controller" means a person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal data are, or are to be, processed. Both university education providers, and practice placement providers are therefore data controllers for differing aspects of the system.</p> <p>Data is input into the Online Practice Assessment Record and Evaluation tool by the Placement Provider and Education providers.</p> <p>Once data is collected in the system, HEE will be regarded as a further Data Controller.</p>
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'the Data Processor'	"Data Processor", in relation to personal data, means any person (other than an employee of the data controller) who processes the data on behalf of the data controller. The University of Chester and the Online Practice Assessment Record and Evaluation team who manage and maintain the on-line practice assessment record and evaluation tool, will be the Data Processor in conjunction with each placement provider and education provider organisation signing this agreement.
'Processing'	Has the meaning set out in the GDPR and includes collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of Personal Data.
Health Education England (HEE)	HEE is a Non-Departmental Public Body (NDPB), under the provisions of the Care Act 2014 and is accountable to the Department of Health. HEE has strategic responsibility for the training and education of both clinical and non-clinical staff across the health sector.
'Education Providers'	<p>Means those Education Providers, such as Higher Education and Further Education institutions, who host recognised healthcare education programmes and are required to send healthcare Learners on placement to Placement Providers.</p> <p>Education Providers who use the Online Practice Assessment Record and Evaluation tool, have responsibility for ensuring the protocols, processes and activities are in place to ensure the effective use and security of the on line practice assessment record and evaluation tool in line with GDPR (2018) and DPA (2018) principles. They are regarded as a data controller of their source data that is inputted into the system.</p>

'Placement Provider'	<p>Means those Placement Providers who provide Educators to receive healthcare Learners on placement on behalf of Education Providers.</p> <p>Placement providers who use the Online Practice Assessment Record and Evaluation tool, are regarded as a data controller of their source data that is inputted in to the system.</p>
'the Online Practice Assessment and Evaluation team'	<p>Hosted by the University of Chester, to provide and administer the Online Practice Assessment Record and Evaluation tool on behalf of all data controllers and users of the system.</p>
'Online Practice Assessment Record and Evaluation (Online PARE) / 'the tool'	<p>The Online Practice Assessment Record and Evaluation tool is a multi-functional, multi-platform electronic tool that can be accessed via tablet, mobile and desktop computing devices, which has been developed on behalf of HEE by the Online Practice Assessment Record and Evaluation team.</p> <p>The Online Practice Assessment and Evaluation tool collects information about the educational efficacy and outcomes of the learner's experience of multi-professional practice placements which produces management information from the data collected.</p> <p>The tool also records specific data on educators based in placement providers to provider assurance of placement capacity and capability to education providers and HEE.</p>
'Healthcare Learner'	<p>An individual who is formally studying on a health related education programme with a recognised Education Provider.</p>
'Placement'	<p>The time a healthcare Learner is required to spend with a Placement Provider as part of a recognised Healthcare Education programme.</p>

'Administration Staff'	An individual from either the Education Provider or Placement Provider who is responsible for the allocation of placements with the relevant Placement Providers.
'Academic Staff'	An individual from the Education Provider who links with the Placement Provider to ensure the academic needs of the Healthcare Learner are met whilst on placement
'Personal tutor'	An individual within the Education Provider, who is responsible for supervising and supporting the healthcare Learner throughout their education programme.
'Module and Programme lead'	An individual within the Education Provider, who is responsible for the overall module or programme that the placement is supporting.
'Educator'	An individual within the Placement Provider, who is responsible for supervising and supporting the Healthcare Learner whilst they are on placement.
'Practice Education Facilitator' (PEF)	An individual within the Placement Provider, who is responsible for the overall management and provision of placements within that Provider.
Personal Data	"Personal data' means any information relating to an identified or identifiable natural person ('data subject')." For the purposes of PARE, "An identifiable natural person" is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical or social identity of that natural person." The sets of data held by the system are defined in section 3.
'Data Protection Regulations'	The Data Protection Act 2018 (DPA) and the General Data Protection Regulation (GDPR)
'Educator Register'	A searchable database of Educators required to meet professional body regulations (such as the Nurse Mentor compliance data of: Name, location, qualification level and date of last annual and triennial reviews).

2. How data will be used by the Online Practice Assessment and Evaluation team

The Online Practice Assessment and Evaluation team will use the data for the following purposes only:

- 2.1 Administration of Placement Practice Assessment Records (where contracted)
- 2.2 Administration of Placement Evaluations (As appropriate)
- 2.3 Monitoring of compliance with relevant professional standards and requirements for Educators
- 2.4 Maintenance of placement locations across the overall placement circuit.
- 2.5 Generation of trend report and analysis
- 2.6 Generation of regional reports regarding resources, Learner experience, learning quality and support across the overall placement circuit utilising the Online Practice Assessment and Record tool.
- 2.7 Learner attendance tracking and learning activities such as employment situated learning, external practice learning experience and theoretical learning (study days)
- 2.8 Quality monitoring by university, placement provider organisation, and professional bodies of practice learning environments through audit functionality (where contracted).

3 Data/information to be collected and shared

3.8 The Education provider shall provide the Online Practice Assessment Record and Evaluation team with the following registered healthcare Learner information.

Learner Unique ID Number; Forename; Surname; email address*; Programme of study; Cohort Year; Username**; placement provider, location and placement dates

*A PARE system generated email will be sent to the user's email address inviting them to authentication their account and set an encrypted password.

**Learner's education provider email address will be used as their P@RE Username.

3.9 Educational provider staff using the Online Practice Assessment Record and Evaluation tool will self-register providing the following information.

Placement Administration staff

Forename; Surname; email address*; Username

Academic staff

Forename; Surname; email address*; Username

3.10 Placement provider staff using the Online Practice Assessment Record and Evaluation tool will self-register (or be block registered by an employee representative) providing the following information.

Administration staff

Forename; Surname; email address*; Username

For educator staff, in addition to self-registering, their information can be uploaded and maintained by regular scheduled reports uploaded to the Online Practice Assessment Record and Evaluation tool from the Educator Register maintained by the Placement Provider.

Educator staff

Forename; Surname; email address*; Username, date of last educator update, and date of last relevant profession specific update (where applicable), place of work, educator level/qualifications (as appropriate)

*A PARE system generated email will be sent to the user's email address inviting them to authentication their account and set an encrypted password.

3.4 Personal data (as defined by the Data Protection Regulations) may be transferred between the Online Practice Assessment and Record team and the Education Provider and Placement Providers.

3.5 The Educational Provider will provide data for their registered current Healthcare Learners

3.6 The placement provider will provide data for their current Educators

4 Information provision

4.8 Learner information will be provided up to six weeks prior to the commencement of their placement, during the placement; and for four weeks post placement (As appropriate)

4.9 Educators, Practice Education Facilitators, Administration Staff, Academic Staff, Personal tutor, Module and Programme leads will have a 'Read Only' access to Learner information only when the Learner has been allocated to a placement and during the time they are on placement that is relevant to that specific user's area of work.

4.10 Post placement, Practice Education Facilitators and senior academic staff will have the ability to query the system and draw on anonymised data for the purpose of compiling trend and quality reports for their specific organisational area of responsibility.

4.11 Educator information will be available to relevant Education Provider administration and academic staff to ensure the appropriate allocation of Healthcare Learners.

4.12 In addition to practice assessment documentation, placement timesheets and practice learning evaluations will also be viewable to appropriate Educators for the purpose of administering and evaluating the placement.

4.13 Once healthcare Learners have been allocated to a placement, their details will be accessible by the relevant Educator and Practice Education Facilitators in that Placement Provider organisation. Similarly, the details of the Educator will be made available to the Healthcare Learner, and their associated university / education provider

5 Data transfer & Security

5.8 The Education Provider, Placement Provider and the Online Practice Assessment Record and Evaluation team warrant that all data shared under this agreement will be kept secure and protected

against unauthorised access, use or disclosure. In particular, information about identifiable Healthcare Learners and Educators will only be made accessible to individuals who necessarily need access to that information for the specified purpose. If the Online Practice Assessment Record and Evaluation team becomes aware of any potential data breach of security, which involves data owned by any party, it must be raised immediately with the Data Controllers within the relevant organisation.

Within seven (7) calendar days of a request from the Education Provider, the Online Practice Assessment Record and Evaluation team agree to allow its data processing facilities, procedures and documentation to be submitted for scrutiny, inspection or audit by the Education Provider (and/ or its representatives, including its appointed auditors) in order to ascertain compliance with the terms of this agreement, and provide reasonable information, assistance and co-operation to the Education Provider including access to relevant Personnel and/ or, on the request of the Education Provider, provide the Education Provider with written evidence of its compliance with the requirements of this agreement.

The Online Practice Assessment and Evaluation team agree to notify the Education Provider in writing without undue delay and, in any event within 24 hours of it becoming aware of any actual or suspected Personal Data Breach (as defined in the Data Protection Regulation) concerning any Personal data shared under this agreement and shall within such timescales to be agreed by the Parties (acting reasonably and in good faith):

- 5.8.1 Implement any measures necessary to restore the security of compromised Personal Data; and
- 5.8.2 Support the Education Provider to make any required notifications to the Information Commissioner's Office and affected data subjects.

5.9 Data Subjects Rights.

Erasure of personal data

This is also known as the 'right to be forgotten' and applies where storing of personal data is no longer necessary for the purpose the data controller collected it for (such as when a Learner withdraws from a programme) or following transfer of Learner data back to the parent university for archiving following completion of a relevant programme of study.

The electronically transmitted data to the Online Practice Assessment Record and Evaluation team will adhere to the latest security measures to ensure the latest Data Protection Regulations are met. All education and placement provider data shall be purged at the end of the university Programme (Learners) or employment contract on request of the employee (Supervisors / mentors / Educationalists).

Complaints about the use or misuse of personal information held within the Online Practice Assessment Record and Evaluation must be addressed by the organisation where the complaint originated and should be raised using the organisations own complaint's process. Any complaints must be notified to the Online Practice Assessment Record and Evaluation team so they are aware of any outstanding issues and can ensure any wider mitigation that might be required.

Access to personal data

5.2 .1 The nature of the PARE tool means that all data held on a user is fully viewable by the user at all times; however, in accordance with latest Data Protection Regulations; individuals may request to see a copy of the information held about them. A valid access request can be made in writing to the

Online Practice Assessment Record and Evaluation team at the following address: Online PARE team, Marriss House, Birkenhead, Wirral, CH41 5AL. Subject access requests processed by the PARE team will be on behalf of, the Data Controllers and the Education Provider will be informed of any such request where it affects the Education Provider.

5.2.2 The OnlinePare website is hosted on a dedicated server with UKFast. The server is physically located in an ISO accredited data centre in Manchester. (ISO 27001:2013, ISO 9001:2008 and PCI DSS)

<https://www.ukfast.co.uk/our-datacentres.html>

6 Conditions for the processing of Learner and educator information

6.8 With regard to the use of the data, the Online Practice Assessment Record and Evaluation team shall:

6.1.1 Ensure compliance with the relevant education provider, placement provider and HEE Data Protection Policies and where appropriate;

6.1.2 Ensure compliance with the latest Data Protection Regulations.

6.1.3 Ensure that any staff of the Data Processor, handling user personal information are fully aware of the latest Data Protection Regulations and have received the appropriate training before processing begins.

6.1.4 Ensure that any data processor has security policies and procedures in place for all parties involved to ensure compliance with the latest Data Protection Regulations.

6.1.5 Provide reports/ evidence as requested to HEE on the technical and organisational measures it has in place to protect the personal data it is processing.

7 Restrictions on the use of information

7.1. The information provided by any Data Controller to the Online Practice Assessment Record and Evaluation team shall be treated in confidence and not be passed to any third party without the express written approval from the relevant Data Controller and the individual concerned.

The Online Practice Assessment Record and Evaluation team will not subcontract any third parties to process the personal data without the express written authorisation of the Education Provider. Where the Education Provider provides such authorisation, the Online Practice Assessment Record and Evaluation Team agree to enter into an information sharing agreement with their subcontractor on terms which offer equivalent protection for the personal data as provided for in this agreement.

7.2. The information provided to the Online Practice Assessment Record and Evaluation team shall not, without the express consent of the Data Controller and the individual concerned, be used for any purpose other than that which it was originally intended.

7.3 Information sent to users and accessed by placement and Education Provider staff relates directly to the expected purpose and functions of the Online Practice Assessment Record and Evaluation tool.

7.4 Through an in-built structure of password protected, predetermined access permission levels dependent on role within an organisation; Learner evaluations and Practice Assessment Record (PAR) documents will only be available to staff directly responsible for a Learner over the relevant period of time. For Placement Provider staff the following restrictions apply: Practice Education Facilitators (PEFs) can only view evaluations and PAR documents relating to placements in their

organisations. Ward Managers and Educators have further restrictions; they can only view Learner data relating to their ward/placement area and the Healthcare Learners they are directly responsible for.

Practice Education Facilitators will only be able to view information about Educators based in their own organisation.

For Education Provider staff the following restrictions apply: The senior level Education Provider administrators (e.g. Director of Studies) will have access to view their Learner's data in all placement areas. Academic staff can only view Learner data relating to their assigned placement area.

Education Provider staff cannot view any data relating to Learners in other education institutions. Education Provider Administrator staff will have access to placement provider educator profile data for the sole purpose of monitoring compliance with professional body requirements and allocating healthcare Learners to individual educators.

8 Retention of information

8.8 Data must only be kept for the length of time necessary to perform the processing for which it was collected. For Learners this is normally last day of programme plus five years; however, after 42 months, the data will be securely transferred back to the university before deleting from the PARE system.

The Online Practice Assessment Record and Evaluation team will also ensure they adhere to the placement provider organisations records retention policy in relation to educator information held on the system.

8.9 In accordance with latest Data Protection Regulations Education and placement providers and end users of the Online Practice Assessment Record and Evaluation tool will be responsible for:

- 1) Taking reasonable steps to ensure the accuracy of any personal data they enter into the Online Practice Assessment Record and Evaluation tool;
- 2) Ensure that the source of any personal data is clear;
- 3) Carefully consider any challenges to the accuracy of information; and consider whether it is necessary to update the information.

9 Monitoring, review and publication

9.8 The Online Practice Assessment Record and Evaluation team will monitor the patterns of usage utilising the available in system monitoring tools to ensure use for authorised activities only for the intended purpose and within the limits of any licensed agreement for use. Any reports and implications arising from this monitoring will be shared with partners so that they can take any required local action.

9.9 The Online Practice Assessment Record and Evaluation team, and with support of stakeholders, will review this agreement on a twelve-month cycle ensuring that the protocol reflects best practice and remains fit for purpose.

10 Signature

By signing this protocol, all signatories accept responsibility for its execution and agree to ensure that staff are trained so that requests for information and the process of sharing itself is sufficient to meet the purpose of this agreement. Signatories must also ensure that they comply with all relevant legislation.

Signed on behalf of:-

Organisation: _____

Signature: _____

Name: _____(Block Capitals)

Position: _____(Block Capitals)

Date: _____

Signed on behalf of: -

Organisation: Online Practice Assessment Record and Evaluation (Online PARE) / 'the tool'

Signature  _____

Name: Mike Brownsell

Position: Head of Department / Project Director

Date: April 2019

Appendix 1

PARE Privacy Notice:

1. Contact details of the Data Protection Officer (DPO)

The data protection officer for the Practice Assessment Record and Evaluation project is:

Rob Dawson BA (Hons), MA, MAUA
Data Protection Officer
University of Chester
Parkgate Road
Chester
CH1 4BJ

2. The legal basis for processing the data are:

Contract: the processing is necessary for a contract you have with the individual, or because they have asked you to take specific steps before entering into a contract.

And

Public task: the processing is necessary for you to perform a task in the public interest or for your official functions, and the task or function has a clear basis in law

3. The categories of personal data to be processed are:

1. Learners:

Learner ID Number; Forename; Surname; email address*; Programme of study; Cohort Year; Username**; placement provider, location and placement dates

*A PARE system generated email will be sent to the user's email address inviting them to authentication their account and set an encrypted password.

**Learner's education provider email address will be used as their P@RE Username.

2. Trust Administrators / Clinical Educators

Forename; Surname; email address*; Username, date of last educator update, and date of last relevant profession specific update (where applicable), place of work, educator level/qualifications (as appropriate)

*A PARE system generated email will be sent to the user's email address inviting them to authentication their account and set an encrypted password.

3. University administrators / educators:

Forename; Surname; email address*; Username

4. The recipients of the data:

The data will be shared between the data controllers (Universities, Practice placement providers and Health Education England) for the sole purpose of administering, monitoring, and evaluating Learner practice placements.

- Data will not be transferred outside the EEA, should this become necessary, parties will need to get approval from the data controllers and to review this protocol.

5. Period of storage

Learners: Data shall be stored within the PARE system for the duration of a Learner's programme of study and until final award ratification. All data will then be transferred by encrypted and password protected electronic medium to the University for further storage in line with their own legal requirements and policies. At this point all Learner data will be deleted from the PARE system.

Trust Administrator / Clinical Educator details will remain within the PARE system whilst users are actively engaged in placement supervision, and / or until told the data is to be removed by the user by contacting the PARE team via info@onlinepare.net. Accounts inactive for three years will be deleted.

University Educator and administrator details will remain within the PARE system whilst users are actively engaged in placement supervision, and / or until told the data is to be removed by the user by contacting the PARE team via info@onlinepare.net. Accounts inactive for three years will be deleted.

6. The rights of the data subject

The rights of all data subjects will be in accordance with the 2018 GDPR regulations.

- There is no automated decision making within the PARE system that affects the data subjects beyond assessment calculations in accordance with normal university summative marking processes.

Appendix 2

PARE Information Security Arrangements

- 1.1 Any Information shared under the PARE programme will be transferred securely between the Parties (with the exception of HEE, who do not require this provision) through encrypted and password protected directly up-loaded CSV file,
- 1.2 The Parties will have regard to each other's' information security and governance needs and take appropriate measures (including any which are requested by the Party disclosing the Information) to keep the Information secure and prevent unauthorised access to or other processing of the Information. In particular, this means that each Party will ensure that:
 - 1.2.1 its staff will be appropriately trained in matters relating to data protection and confidentiality;
 - 1.2.2 its offices and equipment (including in particular portable IT equipment) on which the Information is used or stored will be kept secure;
 - 1.2.3 any Information which is not needed temporarily is stored securely;
 - 1.2.4 any Information which is no longer needed permanently is securely destroyed;

The Parties will comply with the requirements of all relevant laws, good practice, and Codes of Practice issued by the Information Commissioner's Office. In particular, the Parties will abide by the terms of their data protection policy which they confirm complies with the GDPR and the Data Protection Act 2018.