

**CONTRACT FOR HEALTHCARE PROVISION 1<sup>ST</sup> APRIL 2019 – 30<sup>th</sup> SEPTEMBER 2020**

**Agreement made on 1<sup>st</sup> April 2019**

**Between**

**The Police Service of Northern Ireland (PSNI)**

**and**

\_\_\_\_\_ **(FMO to print name)**

**Whereas:**

1. The Forensic Medical Officer (FMO) is engaged in relation to the provision of healthcare at the request of the Police Service of Northern Ireland and has necessary skill, knowledge and experience in that field.
2. In reliance on that skill, knowledge and experience the PSNI wishes to engage the Forensic Medical Officer to provide services in relation to the delivery of healthcare advice, assessment and treatment where appropriate, to detainees, alleged victims of crime and injured officers and staff at the request of the Police Service of Northern Ireland (refer to Schedule 1)

**1. Definitions**

1. In this agreement:

1.1. 'Confidential Information' includes all and any patents, trademarks and service marks, rights in designs, trade, business or domain names, database rights, topography rights, copyrights (including rights in computer software) (whether or not registered and including applications for (and the right to apply for) registration of any such thing) and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world for the full period of them and all extensions or renewals of them.

1.2 'Effective Date' means the date of this agreement.

1.3 'Fee' means the basic fees payable as set out in Schedule 2, which may be subject going forward to change.

**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.

**Data Loss Event** : any event that results, or may result, in unauthorised access to Personal Data held by the Contractor 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 Access 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*)

**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.

**Sub-processor** : any third Party appointed to process Personal Data on behalf of the Contractor related to this Agreement.

- 1.2 A reference in this agreement to a Clause, Sub-Clause or Schedule is a reference to a Clause, Sub-Clause or Schedule in this agreement.
- 1.3 A reference to a statutory provision includes references to any statutory modification, consolidation or re-enactment happening after the date of this agreement along with any statutory instruments or orders made under it.
- 1.4 The clause headings in this agreement are for ease of reference only and have no interpretative value.
- 1.5 Where appropriate words denoting a singular member only shall include the plural and vice versa.
- 1.6 The words 'including' or 'includes' are not used by way of limitation.

## **2. Term of Engagement**

2.1 The FMO shall provide his services to the PSNI on the terms of this agreement (the 'Engagement'). The Engagement shall continue until terminated:

2.1.1 On the 30th September 2020; or

2.1.2 By the expressed agreement of both the PSNI and the Administrative FMO Forum (AFMO Forum). (on behalf of the FMOs contracted to PSNI), with 1months' prior notice further extensions no greater than 6 months can be made.

2.1.3 (No earlier than the [1<sup>st</sup>] anniversary of the date of this agreement, or any extensions agreed under 2.1.2) by either party giving the other not less than 1 months' prior written notice.

2.2 The PSNI will pay the FMO the Fee during the applicable notice period. This shall apply unless both parties agree otherwise.

The PSNI may:

a) assign, novate or otherwise dispose of any or all of its rights and obligations under this Agreement and any associated third party arrangements to any other Contracting Authority; or

b) novate this Agreement and any associated third party arrangements to any other body which substantially performs any of the functions that previously had been performed by the Department. If this transfer increases the burden of the Contractor's obligations under this Agreement the Contractor shall be entitled to any additional Charges that are reasonable by way of compensation and which can be agreed through the Change Control/Contract Variation Procedure.

A change in the legal status of the PSNI or novation to another Department shall not affect the validity of this Agreement and this Agreement shall be binding on any successor body to the PSNI.

## **3. Duties**

3.1 The FMO performs the duties of healthcare provider, contracted to deliver healthcare advice, assessment and treatment where appropriate to detainees, victims of crime and officers/staff at the request of PSNI in accordance with the terms of this agreement. The FMO's duties are more specifically set out in Schedule 1 and Appendix A.

3.2 The FMO shall:

- 3.2.1 Provide a service as outlined in the roster of duties devised by the AFMO.
- 3.2.2 Faithfully and diligently perform his duties.
- 3.2.3 Provide cover outside of his area on a temporary or emergency basis in consultation with PSNI Reducing Offending & Safer Custody (ROSC) and AFMO Forum.
- 3.2.4 Comply with all reasonable requests given to him by PSNI.
- 3.3 The FMO on call shall be expected to respond to PSNI calls for service within 60 minutes of being tasked. It is PSNI's expectation that the response time of up to 60 minutes will normally be attainable and only in exceptional circumstances should the response time be in excess of this time. When PSNI find response to be consistently greater than 60 minutes this will be raised with the AFMO Forum. PSNI reserves the right to take appropriate action in these circumstances.
- 3.4 All FMOs entitled to the Non Examination Fees as outlined in Schedule 2 must be willing to provide a minimum of 40 hours per month on call service to the PSNI, however it is expected that average number of hours should exceed this. This will be based on a rolling average over 6 months. As agreed with the AFMO Forum it is expected that FMOs will perform a reasonable number of duties every month and will be flexible in response to operational need. It is expected that the FMO will cooperate with AFMO to provide 24 hour cover.
- 3.5 The FMO is personally responsible for ensuring they are fit for duty and have due breaks between shifts (FMO and other work commitments).

#### 4. Fee

- 4.1 The PSNI shall pay the FMO the Fee which may be varied during the course of this contract in consultation with AFMO Forum. The Fee shall be payable by bank credit transfer as soon as possible after the completed claim form/ final rota is received, checked and authorised by PSNI providing that no disputes arise. All completed claim forms should be submitted monthly to the Finance Hub (PSNI HQ or Mahon Road) promptly after month-end, normally within 5 working days. Any specific monthly deadlines for submission of completed claim forms / final rotas will be communicated to the FMO well in advance. In exceptional circumstances claim forms can be submitted after this deadline. Repeated late submissions will be reported to the AFMO Forum. Any claims submitted in excess of 3 months after the month to which they relate must be supported by a valid explanation for the delay in submitting and in the first instance must be submitted via the relevant AFMO for comment prior to forwarding to the Finance Hub.

## **5. Expenses**

- 5.1 The PSNI shall reimburse the FMO for all reasonable travel, accommodation and other expenses authorised by the PSNI and incurred in or about the performance of the FMO's duties, under his agreement in accordance with Schedule 1 which expenses shall be evidenced in such manner as the PSNI may reasonably require from time to time. PSNI monitor these claim forms regularly.

## **6. Data Protection**

### **6.1**

6.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the PSNI is the Controller and the FMO is the Processor. The only processing that the FMO is authorised to do is listed in Schedule 3 by the PSNI and may not be determined by the FMO.

6.2 The FMO shall notify the PSNI immediately if it considers that any of the PSNI's instructions infringe the Data Protection Legislation.

6.3 The FMO shall provide all reasonable assistance to the PSNI in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of PSNI, 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.

6.4 The FMO 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 Schedule 3, unless the FMO is required to do otherwise by Law. If it is so required the FMO shall promptly notify PSNI before processing the Personal Data unless prohibited by Law;

(b) ensure that it has in place Protective Measures, which have been reviewed and approved by PSNI as appropriate to protect against a Data Loss Event 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 FMO Personnel do not process Personal Data except in accordance with this Agreement and in particular Schedule 3.
- (ii) It takes all reasonable steps to ensure the reliability and integrity of any FMO Personnel who have access to the Personal Data and ensure that they:
  - (A) are aware of and comply with the-FMO's duties under this clause
  - (B) are subject to appropriate confidentiality undertakings with the FMO 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 PSNI 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 PSNI has been obtained and the following conditions are fulfilled:

- (i) the PSNI or the FMO has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the PSNI;
- (ii) the Data Subject has enforceable rights and effective legal remedies;
- (iii) the FMO 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 PSNI in

meeting its obligations); and

- (iv) the FMO complies with any reasonable instructions notified to it in advance by PSNI with respect to the processing of Personal Data

(e) at the written direction of PSNI, delete or return Personal Data (and any copies of it) to PSNI on termination of the Agreement unless the FMO is required by Law to retain the Personal Data.

6.5 Subject to clause 1.6, the FMO shall notify the PSNI immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access 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.

6.6 The FMO's obligation to notify under clause 1.5 shall include the provision of further information to the PSNI in phases, as details become available.

6.7 Taking into account the nature of the processing, the FMO shall provide PSNI 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 PSNI) including by promptly providing:

(a) PSNI with full details and copies of the complaint, communication or request;

(b) such assistance as is reasonably requested by PSNI to enable PSNI to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

(c) PSNI, at its request, with any Personal Data it holds in relation to a Data Subject;

(d) assistance as requested by the PSNI following any Data Loss Event;

(e) assistance as requested by the PSNI with respect to any request from the Information Commissioner's Office, or any consultation by PSNI with the Information Commissioner's Office.

6.8 The-FMO shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the FMO employs fewer than 250 staff, unless:

(a) PSNI determines that the processing is not occasional;

(b) PSNI 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; and

(c) PSNI determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

6.9 The FMO shall allow for audits of its Data Processing activity by PSNI or PSNI's designated auditor.

6.10 The FMO shall designate a data protection officer if required by the Data Protection Legislation.

6.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the FMO must:

(a) notify PSNI in writing of the intended Sub-processor and processing;

(b) obtain the written consent of PSNI;

(c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor; and

(d) provide PSNI with such information regarding the Sub-processor as PSNI may reasonably require.



6.12 The FMO shall remain fully liable for all acts or omissions of any Sub-processor.

6.13 PSNI 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).

6.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. PSNI may on not less than 30 Working Days' notice to the FMO to amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

## **7. Confidential Information**

Without prejudice to his common law duties, the FMO shall not (except in the proper course of his duties, as required by law or as authorised by the PSNI) use or communicate to any person (and shall use his best endeavours to prevent the use or communication of) any Confidential Information relating to the PSNI which he creates, develops, receives or obtains during the Engagement. This restriction shall continue to apply after the termination of the Engagement except to the extent that such information comes into the public domain other than as a result of a breach of this Clause.

## **8. Termination of events by default**

- 8.1 The PSNI reserves the right to suspend services pending an investigation into any issue, complaint or concern or any other matter until such times as the investigation has been completed. During this time, payment arrangements will be in accordance with paragraph 12.4.
- 8.2 The FMO will inform his AFMO, AFMO Forum and ROSC (through the Change of Circumstances Declaration form) if he is subject to a complaint or an investigation and the result of such investigation by his designated body.
- 8.3 In accordance with The Medical Profession (Responsible Officers) Regulations (Northern Ireland) 2010, PSNI will inform the FMO's Responsible Officer if the FMO has not completed annual appraisals, or is subject to a complaint or investigation. The FMO is responsible for advising PSNI of any complaints/investigations relating to him that the PSNI may not be aware of e.g. other non PSNI work commitments. PSNI should be notified with immediate effect.

8.4 In consultation with the AFMO Forum the PSNI may terminate the Engagement by giving one months' notice in the terms set out in clause 2.1.2 of this contract but with immediate effect if the FMO:

- 8.4.1 Is guilty of gross misconduct or commits any serious or repeated or continued material breach of his obligations to the FMO.
- 8.4.2 Becomes bankrupt or makes any arrangement or composition with or for the benefit of his creditors.
- 8.4.3 Is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed) which involves dishonesty or which the PSNI reasonably considers is incompatible with the Engagement.
- 8.4.4 Becomes of unsound mind or a patient under any statute relating to mental health.
- 8.4.5 Fails in the opinion of the PSNI and/or his Responsible Officer (but only where such failure can be reasonably established) to perform his duties to a satisfactory standard.
- 8.4.6 Fails to comply with The Medical Profession (Responsible Officers) Regulations (Northern Ireland) 2010; and obtains a negative recommendation from their Responsible Officer.
- 8.4.7 Fails to secure PSNI vetting; and is therefore unable to enter the PSNI estate and/or conduct duties as an FMO.
- 8.4.8 Does anything which brings the PSNI into serious disrepute.
- 8.4.9 Acts in a way which is materially adverse to the interests of the PSNI.
- 8.4.10 Is guilty of a serious breach of the rules and regulations as amended from time to time of any regulatory authority relevant to the PSNI.
- 8.4.11 Is in receipt of a sanction by the General Medical Council, which is found by PSNI to be materially adverse to the interests of PSNI and/or brings PSNI into serious disrepute.
- 8.4.12 Fails to provide PSNI with information/documentation required in ensuring clinical governance is upheld.
- 8.4.13 Any reasonable delay by the PSNI in exercising such right to

terminate after the matter in question comes to the attention of PSNI will not constitute a waiver of it.

## **9. Warranties, Undertakings and Obligations**

9.1 Nothing in this agreement shall render the FMO an employee, agent or partner of the PSNI and the FMO shall not hold himself out as such.

9.2 The FMO undertakes to the PSNI that he will duly pay the tax and National Insurance contributions which are due from him whether in the United Kingdom or elsewhere. This is in relation to the payments to be made to him by the PSNI pursuant to this agreement. He further agrees to fully indemnify the PSNI in respect of all and any income tax and National Insurance contributions which may be found due from the PSNI on any payments made to him under this agreement together with any interest, penalties or gross-up on it.

PSNI will comply fully with all relevant legislation in making payments and reporting relevant tax to HMRC for FMOs defined as 'off-payroll' engagements by HMRC.

9.3 The FMO must ensure that he has adequate Public Liability Insurance.

## **10. Notices**

10.1 Any notice to be given under this agreement shall be in writing. Notices may be given by either party by personal delivery, post or by agreed secure email address to the other party at (in the case of the PSNI) ROSC, Brooklyn, PSNI HQ, 65 Knock Road, BT5 6LE and (in the case of the FMO) his last known address. Any such notice given shall be deemed to have been served at the time at which the notice was delivered personally or successfully transmitted or (if sent by post) would be delivered in the ordinary course of post.

## **11. Proper Law**

11.1 This agreement shall be governed by and construed in accordance with Northern Ireland law and the parties submit to the exclusive jurisdiction of the courts of Northern Ireland.

## **12. Previous Contracts**

12.1 This agreement contains the entire understanding between the parties and is in substitution for any previous agreement or arrangement between the parties, which are deemed to have been terminated by mutual consent as from the Effective Date.

### **13. Assignment**

- 13.1 Neither party shall assign, transfer, sub-contract or in any other manner make over to any third party the benefit or burden of this agreement without the prior written consent of the other.

### **14. Review**

- 14.1 PSNI will keep this contract under review and reserves the right to amend same to reflect corporate or GMC changes. This will be done in consultation with AFMO Forum.

I have read and understand the terms and conditions set out in this contract for services which form the contractual basis of my contractual obligations with the Police Service of Northern Ireland to commence on 1<sup>st</sup> April 2019.

Name of FMO (Please Print) \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name of Head of Reducing  
Offending & Safer Custody  
(On behalf of PSNI) \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## **Schedule 1**

### **1. Purpose**

- 1.1 The purpose of the healthcare provision is to deliver healthcare advice, assessment and treatment where appropriate, to detainees, alleged victims of crime and injured police officers at the request of the Police Service of Northern Ireland (PSNI).

### **2. Aims**

- 2.1 The aims of the healthcare provision are:
  - To ensure the availability of healthcare provision to detainees is at a level at least equal to that of the wider community.
  - To ensure the healthcare professionals engaged under this contract have the necessary qualifications, skills, training and guidance to efficiently and effectively support PSNI in the investigation of crime with the collection of and presentation of evidence by way of forensic samples and examinations of detainees. To provide a professional opinion as to the cause(s) of any injuries when and if appropriate.
  - To improve the quality, scope and integration of healthcare across agencies to ensure that those people with healthcare needs will be actively linked to appropriate Health and Social Care (HSC) and voluntary sector support and treatment. Healthcare professionals engaged under this contract will ensure appropriate links are made with HSC. The opportunity to seek diversion out of the Criminal Justice System if appropriate should be sought.
  - To provide the PSNI with timely, consistent healthcare expertise and advice, by the assessment and treatment of detainees and alleged victims of crime.
  - To ensure where appropriate that detainees are 'Fit to be Detained', 'Fit to be Interviewed' or 'Fit to be Released'.

### **3. Evidence Base**

- 3.1 Forensic Medical Officers (FMOs) will be the named appropriate Healthcare Professionals contracted under the terms of this Specification until Custody Nurse Practitioners (CNP) are introduced to each custody suite.
- 3.2 FMOs must be qualified medical practitioners who have achieved additional forensic competencies and may have attained additional forensic qualifications.
- 3.3 FMOs will be bound by the ethical Codes of Practice of the GMC.

- 3.4 FMOs will undertake annual appraisal and successfully complete the GMC's system of revalidation as necessary.
- 3.5 It is a mandatory condition of this contract that FMOs will, throughout the duration of this agreement, remain registered with the GMC and licensed to practice.
- 3.6 It is a mandatory condition of this contract that FMOs will, throughout the duration of this agreement, remain a fully subscribed member of a recognised professional medical defence organisation, (which shall at the PSNI's request be produced for inspection). All FMOs must have adequate Public Liability Insurance as per 9.3 of the Agreement.
- 3.7 FMOs will work in accordance with the current joint publication of the British Medical Association and the Faculty of Forensic & Legal Medicine 'Health Care of Detainees in Police Stations', College of Policing Authorised Professional Guidance on Detention and Custody or any document which may supersede it.
- 3.8 FMOs (if relevant) will also work in accordance to the Royal College of Paediatrics and Child Health and the Faculty of Forensic and Legal Medicine 2007 and Guidelines of Paediatric Forensic Examinations in relation to possible Child Sexual Abuse.
- 3.9 FMOs engaged in the examination of complainants of alleged assault and/ or the examination of children who may have been abused, will as a minimum, be doctors who have held substantial appointments (i.e. consultant, associate specialist, general practitioner) for at least three years OR who have had at least three years speciality training (post FY1 and FY2) in one or more of the following disciplines;
- Genito-urinary medicine
  - Obstetrics and gynaecology
  - Paediatrics
  - Reproductive and sexual health
  - General practice
- Equivalent experience, validated by appraisal in forensic medicine with Continuous Professional Development, may also be considered.
- 3.10 There will be consultation with the AFMO Forum in the event of revised guidelines for FMO duties. FMOs will be notified of any changes in writing by PSNI.
- 3.11 FMOs will ensure they are familiar with and act in accordance with procedures relating to the Road Traffic Order 2007 requirements or any document which may supersede it, when undertaking all assessment / procedures.
- 3.12 As appropriate the FMO should familiarise himself with:

- College of Policing Authorised Professional Practice guidance on Detention and Custody.
- Police and Criminal Evidence (Northern Ireland) Order 1989 and Codes of Practice (updated in 2012)
- Home Office guidance on 'Appropriate procedures and duties to be undertaken by Healthcare Practitioners'.
- The Faculty of Forensic and Legal Medicine 'The role of the Independent Forensic Physician' 2014.
- The Faculty of Forensic and Legal Medicine 'Safe and Secure Administration of Medication in Police Custody' 2016.
- ACPC Regional Policy and Procedures – [www.health-ni.gov.uk](http://www.health-ni.gov.uk)
- Cooperating to Safeguard Children - [www.health-ni.gov.uk](http://www.health-ni.gov.uk) -
- Equality, Diversity and Good Relations Strategy 2012 – 2017,, [www.psnl.police.uk](http://www.psnl.police.uk)
- Human Rights Act 1998 , [www.equalityhumanrights.com](http://www.equalityhumanrights.com)
- Mental Health (Northern Ireland) Order 1986 <http://www.legislation.gov.uk/nisi/1986/595>
- The Medical Profession Responsible Officers Regulations 2010
- Other policies / legislation as relevant.
- Stocking of Drugs in Medical Rooms of PSNI stations

- 3.13 FMOs will be required to show competence in forensic work, statement writing and preparation of reports for court. To be in a position to present their findings in evidence in a timely manner to the necessary standard in any judicial proceedings.
- 3.14 In the discharge of any duties under this agreement the FMO will agree to exercise proper professional skill and diligence to the best of his ability at all times and to observe and conform to the laws, customs and ethics affecting the medical profession.
- 3.15 FMOs must be appropriately vetted and cleared before they can deliver services at the request of PSNI. This will require all FMOs to complete security questionnaires from time to time which must be returned within the requested timeframe.

#### **4. Service Delivery**

##### **4.1 FMO**

- 4.1.1 FMOs will routinely be required to work in an agreed specific custody area.
- 4.1.2 The FMO may be requested to deliver services outside of the specific custody area his rota routinely covers in accordance with operational need and/or custody suite closures/consolidation. This will be done in consultation with the AFMO Forum, local custody management team and PSNI Custody Healthcare as required.



- 4.1.3 In exceptional circumstances and in consultation with the AFMO Forum the PSNI reserves the right to vary any location where the FMO will be required to deliver services. In the case of custody closures, temporary or otherwise, notice will be provided as early as possible and an approach will be agreed in consultation with AFMO Forum and PSNI Custody Healthcare.
- 4.1.4 The FMO will be required, as far as possible whenever 'on duty', to give priority to his duties as FMO over all other commitments in order to comply with Clause 3.3 of the Agreement.
- 4.1.5 The majority of examinations will be undertaken in custody suites, however in exceptional circumstances the PSNI may require the FMO to attend any 'other' premises for example the scenes of suspicious and unexpected sudden deaths, fatal road traffic collisions, hospitals, courts and other reasonable locations as required. The FMO may also be required to work in Places of Detained Safety (PoDS) and Wellbeing and Support Centres.
- 4.1.6 Attendance at hospitals may be required for the taking of blood samples from individuals under road traffic legislation. The officer in the case will seek permission to take such samples from the Hospital Doctor who is attending the individual.
- 4.1.7 Examinations at custody suites will be undertaken in the Medical room. However, examinations may need to be undertaken in a cell when necessary.
- 4.1.8 Immediately on arrival, depending on the location the FMO must engage as detailed below:
- Police Station – to an officer or member of police staff located in the enquiry office of each station / or directly to the CNP where applicable or custody officer.
  - Scene of sudden/unexplained death – to the officer in charge at the scene
  - Hospital – to the PSNI officer in charge / present at the Hospital
- 4.1.9 In accordance with the Police & Criminal Evidence (Northern Ireland) Order and associated Codes of Practice, the Custody Sergeant or Officer in Charge will provide the FMO with all relevant information to assist in the treatment of the detainee or the examination of an alleged victim.
- 4.1.10 The FMO will undertake a visual examination if the detainee refuses to be examined.
- 4.1.11 The FMO will record all medical advice given and make full

contemporaneous notes of the duties performed and relevant findings of an examination and ensure safe storage of notes, as outlined at 6.1.

4.1.12 The FMO will make use of relevant PSNI/Healthcare IT systems as agreed with the AFMO Forum.

4.1.13 Immediately following any examination, the FMO will complete a PACE 15 form, a statement on those relevant matters (clinical or forensic) to assist the police in caring for the detainee and for the furtherance of police enquiries.

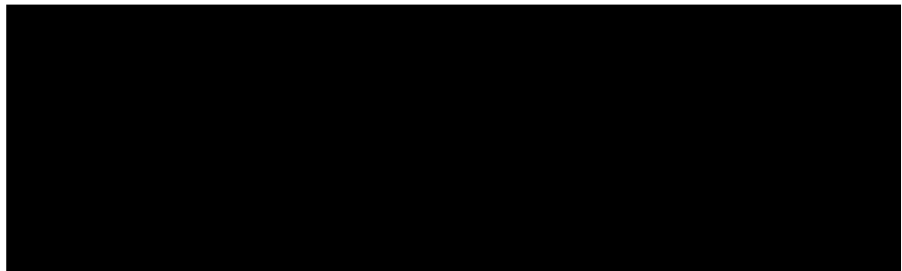
4.1.14 Ensure legible electronic / typewritten reports requested by PSNI are provided within **7 working days** of receipt of request; Contractor can withhold payment if not provided. Exceptional circumstances may be considered where operational requirements allow. The FMO must advise PSNI immediately of any exceptional circumstances.

4.1.15 It is the FMO's responsibility to provide and maintain, at their own expense, and for the purpose of effective performance of their duties hereunder: -

- A form of transport to enable him to carry out his duties
- An efficient communication system, which will enable PSNI to contact the FMO directly whilst on duty
- Such medical equipment and supplies as they may require for the performance of their duties which are not readily available at police stations
- The FMO must ensure that notes are kept in a secure manner when not in use and in compliance with The Data Protection Act 2018.

**4.2 FMOs engaged in examination of complainants of assault and children alleged to be victims of neglect or physical abuse (and applicable areas above)**

4.2.1



s.F31  
s.F31(1)

s.F31(1)(a)

4.2.2



s.F31(1)(b)

4.2.3



s.F31

#### 4.3 Administrative FMO (AFMO)

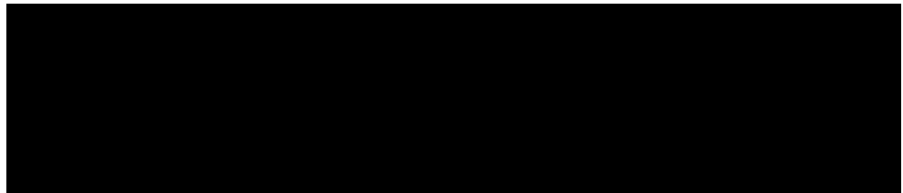
s.F31(1)

4.3.1 An AFMO will be allocated to a specific custody area as agreed by PSNI and AFMO Forum.

s.F31(1)(a)

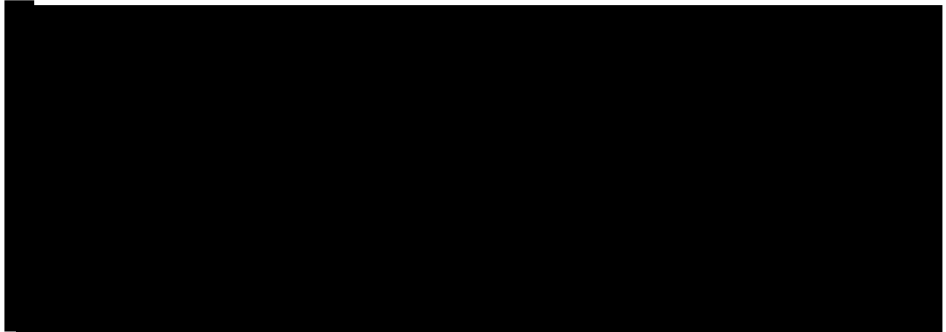
s.F31(1)(b)

4.3.2 It will be the duty of the AFMO to devise and implement an on call system where at least one FMO is available for duty at any time. The AFMO is to supply copies of the roster promptly at least one month ahead to Reducing Offending/Safer Custody, Custody Suites. In the event that the AFMO fails to supply a roster PSNI reserves the right to adjust the AFMO Supplementary Fee in Schedule 2 Table 1 downwards for every month where an incomplete roster is provided.



4.3.3 The AFMO will ensure the services of an FMO will be provided 24 /7.

4.3.4



4.3.5 Other AFMO duties include the following:

s.F31

s.F31(1)

- Act as point of contact between PSNI and FMOs
- In exceptional circumstances attend meetings with PSNI
- Provide management information to PSNI as requested.

s.F31(1)(a)

s.F31(1)(b)

This list is intended to be indicative and not exhaustive

#### **4.4 Deputy Administrative FMO (DAFMO)**

- 4.4.1 A DAFMO will be selected and allocated to each District or custody suite as agreed by the AFMOs and PSNI.
- 4.4.2 It will be the duty of the DAFMO to provide support to the AFMO. This will include the following:
  - Cover for the AFMO when on holiday, sick leave and other exceptional circumstances e.g. if AFMO is attending development training, gaps in the rota
  - Support in the delivery of CPD

### **5. Scope of Work**

#### **5.1 Examinations / Procedures (FMO)**

- 5.1.1 To examine and if necessary render assistance to any person in police detention. This includes the examination of police officers and staff.
- 5.1.2 Ascertain the fitness of detainees to be detained and fitness of detainees to be interviewed.
- 5.1.3 To examine and recover forensic evidence from any detained person and if necessary, tender medical assistance to victim, suspects and offenders in crime and traffic cases.
- 5.1.4 To examine any remains which are believed to be human remains and to give an opinion (if possible) as to whether they are.
- 5.1.5 As required by PSNI attend scenes of road traffic collisions and unexpected, suspicious / violent deaths.
- 5.1.6 FMO shall take blood samples as instructed in accordance with legislation.
- 5.1.7 Assist and advise the Custody Sergeant in the identification of vulnerable people requiring an Appropriate Adult or Advocate for support.
- 5.1.8 Carry out examinations and take blood and urine samples as required under the Road Traffic Order 2007. This duty will be required until a change in the Road Traffic Order.
- 5.1.9 Provide and arrange appropriate healthcare if the person is deemed to be medically unfit for detention or interview and advise method of transport to hospital.

- 5.1.10 Deal with all arrested persons who have been subjected to the discharge of a Taser as soon as practicable after arrival at the custody suite.
- 5.1.11 Provide forensic samples for analysis following consultation with the Investigating Officer, including intimate samples. These will be collected in accordance with PACE Codes of Practice, and with appropriate consents. These samples will be based on requests by the police in consultation with the FMO by mutual agreement.
- 5.1.12 To attend any court of law or tribunal when required to do so (whether by an officer or employee of PSNI, a solicitor acting for PSNI, the receiver or by the Public Prosecution Service) in order to give evidence in connection with any matter with which the FMO has been involved in the course of their duties hereunder; and for these purposes any disciplinary tribunal under the Police/Northern Ireland Civil Service Disciplinary regulations is to be regarded as a tribunal under this paragraph.
- 5.1.13 To complete relevant forms in connection with examinations undertaken.
- 5.1.14 Mental Health Assessments. Where a person is taken to a police station as a 'place of safety', the Custody Sergeant will request the FMO to undertake a full assessment of the detainee. In all circumstances, the arresting officer will brief the FMO. If the FMO concludes that the detainee requires assessment by an Appropriate Social Worker (ASW) he will contact them and make arrangements. If the FMO is eligible for a fee following Formal Admission, under the Mental Health NI Order (1986), to a mental health facility then he will apply to the appropriate Health and Social Care Trust (HSCT) for payment.
- 5.1.15 The Custody Officer will be responsible for fully briefing the FMO so that they are aware of the dangers that could arise when treating the detainees, i.e. safety issues and also ensure that they are aware of issues relating to diversity and the sensitivity that may be required during any examination.
- 5.1.16 The PSNI reserves the right, in the interests of the safety and propriety, for an officer to be present at any examination.
- 5.1.17 If an FMO requires an officer to be present or requests an officer not to be present during the examination of a detainee, this should be discussed with the Custody Officer. The decision to accede to or decline the request will rest with the Custody Officer.

This list is intended to be indicative not exhaustive

**5.2 Examinations/Procedures for FMOs engaged in examination of complainants of assault and children alleged to be victims of neglect, non-accidental injuries or abuse (and applicable areas above)**

5.2.1

[REDACTED]

s.F31  
s.F31(1)  
s.F31(1)(a)  
s.F31(1)(b)

5.2.2

[REDACTED]

5.2.3

[REDACTED]

5.2.4

[REDACTED]

**5.3 Conclusion of Examination**

5.3.1

[REDACTED]

5.3.2 At the conclusion of the examination the FMO will complete PACE 15 form which is held in the Custody Suite. A copy should be retained by the FMO for evidential purposes. The details should be legible and understood by the Custody Officer.

5.3.3

[REDACTED]

s.F31  
s.F31(1)  
s.F31(1)(a)  
s.F31(1)(b)

- 5.3.4 The FMO should attempt to gain as much information as possible in order to determine medications currently prescribed to the detained persons/ alleged victim of crime.
- 5.3.5 If the detainee has their own medication with them the FMO will be required to authorise, or not, the administration of that medication.
- 5.3.6 If further medical attention outside the remit of the FMO is required and with agreement with the Custody Officer, the detained person may be taken to hospital. In such instances, the relevant hospital will be contacted.

When a Custody Nurse Practitioner (CNP) is assigned to a custody suite, the CNP as appropriate healthcare professional will conduct the examinations and procedures as above, with the exception of 5.1.4, 5.1.5, 5.1.8 (for assessment of a detained person under the influence of any intoxicant other than alcohol) 5.1.10, 5.1.14 and 5.2. Medical care of persons detained under the Terrorism Act 2000 must be conducted by a forensic physician.

## **6. Witness Statements / Court Attendance**

- 6.1 As part of the Contract the PSNI may request the FMO to provide a written witness statement concerning any examination undertaken by them. Request for a statement will be sent in writing and may be sent electronically. A request may be made at any time, and it is important that these requests are actioned by the FMO as soon as possible but within a time-frame of 7 working days. The statement should include:
- The FMOs name and qualifications
  - The date and time attended
  - Name and date of birth of the person examined
  - Who was present at the examination
  - What samples were taken and their exhibit numbers where relevant
  - Any injuries found
  - An opinion as to whether any findings at the examination support the allegation
  - Time the examination concluded
  - Officer / person receiving the samples and the time received.
- 6.2 If subsequently required by the PSNI, the FMO may be asked to provide a further witness statement.
- 6.3 In respect of examinations conducted by the FMO alone, it is expected that statements of evidence are supplied to the investigating officer within 7 working days. However, it must be understood that where an urgent statement is required the FMO will supply it as quickly as possible.

- 6.4 For joint examinations, each clinician should supply a copy of the statement to the other, so any discrepancies in opinion can be identified at an early stage. Any result of peer review should also be recorded with note of who attended, when final opinion agreed. In these circumstances statements of evidence should be supplied to the investigating officer within 14 days.
- 6.5 Failure to produce written statements on time may result in non payment of the report fee. If there are exceptional circumstances for such a delay this must be discussed and agreed with PSNI.
- 6.6 In connection with carrying out their duties according to the Specification, FMOs may be requested to attend Court as a Witness. The FMO will be advised in writing and asked to submit dates when he is unavailable. When a date for Court is fixed the FMO will be notified. Under this arrangement the FMO will fully co-operate with the court facilitators. The Court and Tribunals Service and not the PSNI will be responsible for costs associated with an FMO's attendance at court.
- 6.7 In all instances where the FMO acts as an expert advisor/witness he must abide by the rules and guidelines set out by the GMC. The FMO must not act as an expert advisor/witness in any case in which they have engaged with colleagues in peer review of the case. The FMO must not appear for the defence as an expert advisor/witness in any criminal proceedings arising from any matter investigated or reported by the PSNI except in the following cases:
- In exceptional circumstances where the PSNI waives this clause
  - Where the defendant concerned, is, or has been, a patient of the FMOs, or any partner in their medical practice.
  - Where the FMO has examined the defendant in the course of their duties hereunder but are not called as a witness by the prosecution.
  - In any case where the FMO has not had any involvement in the case in their capacity as an FMO.
- 6.8 Before appearing as a witness for the defence in cases which occurred in the PSNI the FMO must notify the receiver's representative, normally in writing, of their intention to do so.
- 6.9 The FMO must not appear as an expert advisor / witness for the opposite party in any civil proceedings to which the contractor or receiver is a party unless:
- In exceptional circumstances where the PSNI waives this clause
  - The party concerned is, or has been, a patient of the FMOs, or any partner in their medical practice.
  - The FMO has not had any involvement in the case in their capacity as FMO
  - Subpoena to do so.



- 6.10 Clause 6.8 also applies to appearing as an expert witness in civil proceedings with the substitution of 'the opposite party' for 'the defence' and 'the receiver' for the 'prosecution'.

## **7. Training**

- 7.1 Training for FMOs, should encompass the Skills for Health core competencies outlined for 'Healthcare Professional Working in Police Custody Settings', College of Policing Authorised Professional Practice guidance on Detention and Custody (Healthcare aspects) and The Police & Criminal Evidence (Northern Ireland) Order and associated Codes of Practice.
- 7.2 Only those FMOs trained in the examination of adult complainants of serious assault and the examination of children alleged to be victims of neglect and abuse as well as having skill in the use of a colposcope can undertake the forensics examination.
- 7.3 The FMO will ensure that he attends continuous professional development (CPD) training and where appropriate, to undertake training in specialist areas relevant to the treatment and care of detainees. .
- 7.4 It will be the responsibility of the FMO to ensure that they are fully informed of relevant current legislation and medical matters.
- 7.5 ROSC will advise the AFMO Forum of any PSNI changes in procedures, practices or relevant information which may impact on the duties of the FMO.
- 7.6 Where practicable and relevant ROSC in conjunction with the AFMO Forum will arrange for FMOs to be invited to attend police training courses, i.e. custody officer training, the investigation of sexual offence training etc.
- 7.7 In addition, PSNI may request professional input of the FMO to assist in relevant training areas to manage the healthcare needs of alleged victims and detainees.
- 7.8 Where practicable and relevant the AFMO Forum will advise ROSC of training courses and / or professional meetings which the FMOs are to attend which would be of interest to PSNI.

## **8. Response & Exam Times and Mileage Entitlement**


- 8.1 Response times shall run from the time that the initial request is made by PSNI to the FMO to the time the FMO arrives at the location requested.
- 8.2 Response times may vary according to the severity of the incident type. The matters contained within Clause 5 of this schedule require a response within 60 minutes of the time at which the initial request for healthcare is made.
- 8.3 It is PSNI's expectation that the response time of up to 60 minutes will normally be attainable and only in exceptional circumstances should the response time exceed this target. Where an FMO knows that he will be unable to attend within 60 minutes (e.g. due to a delay at another station) the Custody Officer making the initial request should be advised accordingly during the telephone conversation so that alternative action can be considered and/or triage can be planned. The data on response time will be reviewed at the quarterly management meetings.
- 8.4 The Custody Officer will record the response time of the initial call request time on NICHE as well as the arrival time and these will form part of the management information.
- 8.5 In circumstances where attendance is delayed, the FMO will immediately notify the Custody Officer or Officer requesting attendance, advise them of the anticipated time and give reasons for such a delay.
- 8.6 In the event of any significant delay, PSNI will reserve the right to request in exceptional circumstances the attendance of another FMO. This will be done in consultation with the AFMO. This will result in 'no payment' to the FMO who was first called, except where exceptional circumstances are duly notified and accepted.
- 8.7 In instances where attendance is unreasonably delayed, joint discussions will be held between PSNI, the FMO and the AFMO. Any recurrent non-attendance or continuous delays will be subject to potential breach of contract. PSNI reserve the right to take appropriate action in these circumstances.
- 8.8 Where an examination is carried out in a Custody Suite and payment is claimed using the Expense Claim Form the examination start time for the first examination without exception must be from the point of arrival at the suite. The time must be recorded on the Form at the point when the FMO presents himself at the suite, not when the examination has been completed. The time for the second or subsequent case starts at the time the request is made by the police (the fee payable for a second or subsequent case in a call out applies where that case is at the same location as the first).  
Where an examination is carried out in a Custody Suite and payment is by sessional rate, details of reason for attendance and mileage if

applicable should be submitted as per the template marked Appendix 1 to ROSC at the end of each month. Failure to do so may result in delay in payment.

- 8.9 The 'Exam Finish' time recorded on the Form without exception must accurately reflect either the time at which the FMO completed the examination and supporting paperwork and left the suite or moved on to examine another detained person.
- 8.10 The total examination time calculated for a case (from the Form) must accurately reflect the totality of time spent in undertaking the examination and completing supporting paperwork. It must not include any time spent on making personal phone calls or attending to other matters unrelated to the examination. Any such time spent should be reflected by an appropriate adjustment being made to the 'Exam Finish' time which should then be initialized by the Certifying Officer (Custody Sergeant) before they add their signature to the form.
- 8.11 Under no circumstances should the 'Exam Start' and 'Exam Finish' times be amended for any examination after the Certifying Officer has signed and authorised it.
- 8.12 If PSNI has reasonable grounds to believe that the times claimed by any FMO do not comply fully with the above conditions it will be investigated and potentially be subject to disciplinary process.
- 8.13 Nothing should discharge the FMO from his duties in respect of an incident which requires immediate attention from paramedics and / or transfer to hospital. Calls of this nature are infrequent and include the following cases
- Resuscitation
  - Unconsciousness
  - Major bleed
  - Chest pains
  - Open wounds that require stitches
  - Collapsed, difficulty breathing
  - Breathlessness
  - Unable to bear weight or walk 4 steps
  - Fractured bones
  - Head injury with vomiting
  - Altered consciousness
  - Chest/abdominal injuries
  - Major RTA
  - Cold clammy
  - Fitting
  - Pregnant and complaining of bleeding from vagina
  - Overdose of drugs
  - Vomiting blood

This list is intended to be indicative and not exhaustive

## **9. Facilities**

- 9.1 PSNI will provide at each police station or other premises at which FMOs are regularly required to perform examinations, suitable facilities for so doing, which shall be adequately furnished, lit and heated and kept clean and properly maintained. The FMO will be responsible for ensuring that the medical room is maintained at an acceptable level after use.
- 9.2 PSNI will provide all relevant IT equipment / record books and forms required for official records the FMO may be required to complete in accordance with this agreement, drugs and suitable equipment and containers for the taking of samples.
- 9.3 The FMO must inform the Custody Sergeant in good time when items in 9.4 need to be replaced.
- 9.4 PSNI will ensure that they provide and maintain at their expense such medical equipment and supplies for use of the FMO to perform their duties within the Contract.
- 9.5 

s.F31

s.F31(1)

## **10. Insurance and Indemnity**

s.F31(1)(a)

s.F31(1)(b)

- 10.1 The FMO will ensure that he is clinically qualified and working within the scope of practice as determined by his relevant professional body
- 10.2 The FMO will ensure that throughout the Contract he is a fully subscribed member of a recognised professional medical defence organisation and have adequate Public Liability Insurance cover.
- 10.3 The FMO will inform PSNI in writing if he is subject to an investigation and the result of such investigation by his accountable body. PSNI requires immediate notification of this.

## **11. Monitoring / Management**

- 11.1 The Head of Reducing Offending and Safer Custody will ensure appropriate management and governance of the healthcare contract within Police Custody.
- 11.2 Contractual meetings between the AFMO Forum and PSNI Custody Healthcare will be held on a quarterly basis, unless otherwise agreed between both parties. The AFMO Forum will agree to gather agenda items from FMOs and will share the outcomes of meetings in a timely manner. Attendance at such meetings will be remunerated at the

hourly rate outlined in Appendix 2.

- 11.3 The AFMO Forum will ensure compliance with procedures outlined in this section.

## **12. Complaints / Discipline**

- 12.1 Contracted FMOs are not employees of the PSNI and are therefore not subject to normal PSNI disciplinary processes. In the majority of cases, any difficulties can be dealt with through the course of normal contract management and liaison with the Responsible Officer and/or General Medical Council (GMC).
- 12.2 The Custody Inspector/Sergeant in the first instance will deal with any issues / complaints against FMOs. If any low level action is required with regard to the FMO, the Custody Inspector/Sergeant will address the issue with the individual concerned and make a note of it. Where relevant the AFMO must be informed that this has been done. This will also be brought to the attention of PSNI Custody Healthcare.
- 12.3 More serious complaints / disciplinary matters must be brought immediately to the attention of AFMO Forum and then PSNI who will initiate an investigation. During an investigation, the FMO may be suspended from duty as referred to in Section 8. The PSNI investigation will not be dependent on the outcome of any criminal investigation or trial.
- 12.4 In the event of suspension as a direct result of an incident occurring when carrying out duties, a monthly payment will be made based on the average of the last six months earnings. The payment shall be made in full for the first six months from the date of the suspension. The monthly payment for the second six months will be made at 50% of the monthly payment for the first six months. If a resolution has still not been reached after one year then no further payments will be made in the second year after date of suspension.
- 12.5 Following the investigation as set out the FMO will be advised of the outcome including, if appropriate, termination of the contract.
- 12.6 Any complaints received or disciplinary issues identified in relation to the delivery of the service will be forwarded to the AFMO Forum.
- 12.7 The Parties shall attempt in good faith to negotiate a settlement to any low level dispute between them arising out of or in connection with the Contract within 30 days of either Party notifying the other of the dispute.
- 12.8 Nothing in this process shall prevent the Parties from seeking any legal advice.

- 12.9 Complaints that originate with the Police Ombudsman's Office for Northern Ireland which are within the remit of the FMO will be communicated by Custody Healthcare to the FMO concerned and the AFMO Forum.
- 12.10 The FMO must be fully compliant in providing documentation that assists in conducting discipline/complaint investigations. This includes providing their contemporaneous notes, statements, additional commentary and also if required making themselves available for consultation. PSNI would require requests for information to be returned within a 14 day period.

## Appendix A

### Procedures / duties to be undertaken by FMO (or CNP if appropriate)

**This list is intended to be indicative not exhaustive**

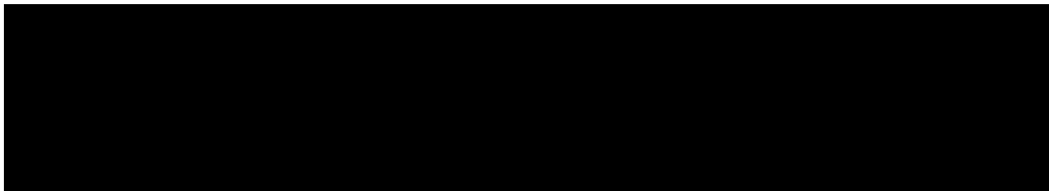
Procedure / Duty	
Taking medical history	
Conducting clinical examinations	
Diagnosing clinical conditions	
Obtaining consent for treatment	
Verifying patients medication	With Caution
Prescribing medication	
Administering medication (non controlled drugs)	
Administering medication (controlled drugs)	
Assessing alcohol. Drug intoxication and withdrawal	
Providing therapeutic interventions	
Obtaining consent for disclosure of medical information	
Providing brief health education interventions	
Undertaking mental health assessments under the mental health order	If suitably qualified
Assessing fitness to be detained	
Assessing requirement for medication	
Advising referral to hospital	
Assessing fitness to be released (alcohol intoxication)	
Assessing fitness to be charged (competence to comprehend)	
Assessing fitness to transfer (general clinical assessment)	
Assessing fitness for interview	
Advising requirement for appropriate adult (vulnerable, mentally disorder)	
Making precise documentation and forensic interpretation of injuries	With suitable training and experience
Undertaking intimate body searches (not on police premises).	Must have consent, suitable training and experience
Taking forensic examples.	With suitable training and experience
Dealing with police officers injured whilst on duty	
Pronouncing life extinct and given opinion on any suspicious circumstances	
Dealing with all arrested persons who have been subjected to the discharge of a Taser as soon as practicable after arrival at the custody suite	
Examining adults complaining of serious sexual assault and alleged perpetrators Must have prior training and experience	
Examining alleged child victims of neglect, physical or sexual abuse (including joint examinations with paediatrician.	With suitable training and experience
Liaising with drug referral workers	
Leasing with other health professionals within custody (including mental health diversion nurses)	
Providing statements to police on request	
Attending court	
Providing reports (to solicitors, social services etc)	
Appearing as a witness of fact	
Appearing as an expert witness	With suitable training and experience

**Pages 32 to / à 43  
are withheld pursuant to sections  
sont retenues en vertu des articles**

**F43, F43(2)**

**of the Freedom of Information Act  
de la Freedom of Information Act**

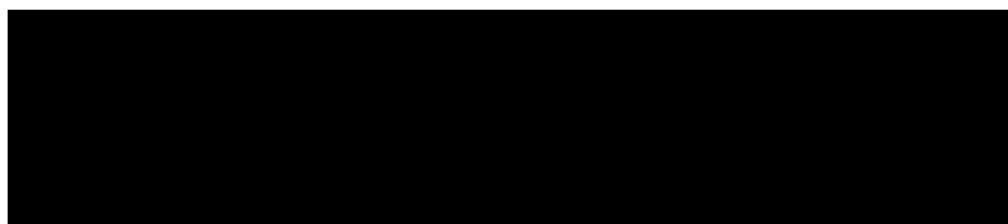




s.F43  
s.F43(2)



c) Delivery of training



**Schedule 3:**

**SCHEDULE OF PROCESSING, PERSONAL DATA AND DATA SUBJECTS**

Description Details	Subject matter
Subject matter of the processing	Information of a detained person examined by an FMO in custody.
Duration of the processing	On call service for the duration of this contract.
Nature and purposes of the processing	Processing can be for any or all of the following –collection, recording, storage, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means). Processing is required on behalf of PSNI to fulfil a statutory obligation under Police and Criminal Evidence (PACE) Act.

Type of Personal Data	Data processed includes name, address, date of birth, GP details, custody reference number, state of health, details of any injuries, details of medications and any contemporaneous notes.
Categories of Data Subject	Detained persons/police officers and staff
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	FMO must notify the Information Commissioner of possession of personal data and ensure <u>safe storage</u> of any documentation (electronic and paper) held pertaining to his FMO services to PSNI.