

Management Side Secretary, Charles Nolda
Layden House, 76 - 86 Turnmill Street,
London, EC1M 5LG
Telephone 020 7296 6600 Fax 020 7296 6751
Direct Dial
020 7296 6723
020 7296 6712
e-mail: gill.gittins@lg-employers.gov.uk

**JOINT NEGOTIATING
COMMITTEE FOR FORENSIC
MEDICAL EXAMINERS**

Staff Side Secretary, Chris Hartley
BMA House, Tavistock Square
London, WC1H
Telephone 020 7387 4499

**To: Clerks to Police Authorities
Chief Constables**

22nd March 2001

CIRCULAR FME 3

Dear Sir/Madam

1. We are writing to keep you informed of developments in the JNC's negotiations on forensic medical examiners.
2. Circular FME 1 advised authorities of the formation of a joint working party to review the current agreement and to prepare a framework of locally tailored but nationally agreed responses to the growing problems of activity, cost and quality.
3. The working party has now completed its work and accord has been reached within the JNC on the addition of two new agreements for sessional and specialist work.

Sessional Agreement

4. The aim of the new sessional agreement (**Annex 1**) is to provide a measure of certainty required by forces over the budget, whilst also providing some level of guaranteed income to the forensic medical examiner.
5. The sessional fee introduces a considerable amount of certainty into the cost equation, which did not previously exist. The value of the sessional payment and the number of the sessions will be known in advance, and so a significant proportion of the cost of the forensic medical examiner service will be known and fixed for the year. The proportion of the budget devoted to payments

per item of work is reduced, and hence any fluctuation, or variance, from the anticipated volume of work has a much-reduced impact on the overall level of expenditure.

6. The standard retainer has been removed, as the forensic medical examiner under this agreement will be operating on a sessional basis. Peripheral allowances (contained in the existing retained agreement) have been modified or reduced to concentrate payments on the sessional and item of service fees. The main points to note are:
 - the introduction of a new payment to those who have passed Part One of the Diploma in Medical Jurisprudence to encourage forensic medical examiners to obtain the qualification
 - a set fee of £20.00 for each contact episode. A higher fee of £63.50 (day) or £95.30 (night/unsocial hours) shall be paid in cases relating to murder, attempted murder, sexual offences or child protection
 - a statement fee of £25, a reduction on the current level, to be paid only where a statement is required at a later date. In cases relating to murder, attempted murder, sexual offences or child protection a higher rate of £60 shall be paid
 - the mileage rate has been reduced to 36p per mile.
7. Guidance to assist authorities in calculating the sessional fee is attached as **Appendix A**. Historical data is required to make the calculation and as such authorities may need time to gather the relevant data. This data may reveal that it would be appropriate to have two, three, or more sessional rates within the force area, according to work intensity of a particular district.
8. There is no requirement on forces wishing to introduce the sessional agreement to do so on 1st April 2001. An appropriate implementation date can be agreed locally.
9. Mediation will be available through the Joint Secretaries should a Force and its forensic medical examiners be unable to reach agreement under the terms of the new sessional agreement. Should the situation remain unresolved the matter may, with agreement of both parties, be referred to ACAS for arbitration.
10. It is recognised that the new sessional agreement represents a significant change in the basis upon which the forensic medical examiner's income is derived. In order to protect individuals from any unforeseen effects of the new arrangement, a guarantee in respect of income during the first year is offered to those who have been in post for at least one year at the date of the implementation of the new agreement. Forces may wish to consider, where there is significant evidence of concern about the effect of the new sessional agreement, building-in protection for a second year.
11. The JNC intends to monitor the new sessional agreement. Forces are advised that information in respect of sessional rates and the historical data used in arriving at those rates will be sought, together with any comments, around January of next year.

Retained Agreement

12. Where a Force and the forensic medical examiners in a given area agree that the existing agreement (renamed as the retained agreement and attached as **Annex 2**) can better meet the needs of that area, then the existing agreement, including increases as agreed by the JNC from time to time, shall continue. This may apply to the Force in whole, or just in part, according to need. The agreement has been updated to reflect the increase in fee levels applicable from 1st April.

Model Contracts

13. Clause 7 of the model contracts (first issued on 1st April 1998) has been amended to reflect the introduction of the new agreements. Copies are attached as **Appendix B**.

Specialist Agreement

14. A number of Forces retain specialist doctors to carry out work that requires a particular level of specialism e.g. for child protection or sexual abuse cases. These specialists may not wish to carry out the full role of a forensic medical examiner and their skills could be lost. The JNC has therefore agreed a specific agreement for such circumstances (attached as **Annex 3**).

15. Specialists who are asked to undertake such work on an ad-hoc basis should be paid the relevant fee under the Specialist Agreement.

Victims of Crime

16. Forces are asked to note that victims of crime should be sent to a forensic medical examiner for the documentation of their injuries and not to a general practitioner.

Ad-hoc Duties

17. Doctors who are not forensic medical examiners but who are asked to undertake forensic medical examiner duties on an ad-hoc basis should be paid the relevant fee under the Retained Agreement. However, if a doctor is asked to provide an occupational health report for a police authority in respect of an employee or prospective employee then the fee levels contained in the DC range of circulars, issued by the JNC for the Fees of Doctors Assisting Local Authorities, shall apply. That JNC can also be contacted at the above address.

Alternative Designations

18. Throughout the attached documents reference is made to “forensic medical examiners”. However, it is recognised that some forces may use alternative designations such as “police surgeon” or “forensic physician”.

Yours faithfully,
CHARLES NOLDA
CHRIS HARTLEY

Joint Secretaries

**SESSIONAL AGREEMENT FOR THE REMUNERATION OF
FORENSIC MEDICAL EXAMINERS**

FEE LEVELS FROM 1ST APRIL 2001

(1) Allowances.

- 1.1 Duly appointed principal forensic medical examiners who undertake administrative duties shall be paid a supplementary fee of £2,692.
- 1.2 Forensic medical examiners who have passed Part 1 of the Diploma in Medical Jurisprudence (DMJ) or other recognised qualification (equivalent to Part One of the DMJ) in forensic medicine approved by the police authority shall be paid a supplementary fee of £1,077 p.a.
- 1.3 Forensic medical examiners who hold the Diploma in Medical Jurisprudence (DMJ) or other recognised qualification in forensic medicine approved by the police authority shall be paid a supplementary fee of £2,153 p.a.

(2) Item of Service Fee

- 2.1 A fee of £20 for each item of service, (i.e. contact episode) shall be paid except in connection with the offence types as listed below. This payment would include the provision of any statement required at the time of the visit.
- 2.2 Where the contact exceeds 30 minutes in duration, an additional fee of £20 per 30 minutes (or part) would be paid.
- 2.3 Contact time shall be measured from the time the forensic medical examiner is available at the police station or other location and thereafter for each subsequent half-hour or part thereof.
- 2.4 Where a forensic medical examiner has arrived at a police station or other location but, as a result of a refusal by the individual to co-operate or for any other reason, is unable to conduct an examination the contact fee shall be payable.
- 2.5 Where there is a delay between the first and second, or between subsequent cases, at one location, the time for the second or subsequent case starts at the time the forensic medical examiner is available to undertake the second or subsequent examination.
- 2.6 Where the forensic medical examiner is required to travel outside his or her agreed district and the outward and return journey time exceeds 1 hour in total, then a fee of £20 shall be paid, with an additional £20 for each additional 30 minutes of travel time after the first hour, as set out in the table below :

Total travelling time (sum of outward and return journeys)	Fee payable
1 hour	£20
1 hour 30 mins	£40
2 hours	£60
2 hours 30 mins	£80
3 hours	£100
3 hours 30 mins	£120
4 hours	£140

2.7 Where a forensic medical examiner is called to examine a victim or a suspect in connection with charges relating to :

Murder
 Attempted Murder
 Sexual offences
 Child protection

and has been required to complete a comprehensive clinical examination, then the following fees shall be paid in all such cases:

<u>Day</u>	<u>Night/Unsocial Hours</u>
Between 0800 and 1900 hours	Between 1900 and 0800 hours Saturdays, Sundays and Public Holidays
£66.20	£99.30

2.8 Where the examination, including making notes at the time, exceeds 30 minutes in duration, an additional fee of £16.70 (day) or £25.10 (night/unsocial hours) shall be paid for each additional 30 minutes or part thereof beyond the 30 minutes.

2.9 Where a trainer and trainee attend the same call forces may wish to consider paying a fee to the trainee in addition to the trainer.

(3) Statement Fee

3.1 Where a statement or report is required at a later date, a fee of £25 shall be paid, except where a forensic medical examiner was called to examine a victim or a suspect in connection with charges relating to :

Murder
 Attempted Murder
 Sexual offences
 Child protection

and was required to complete a comprehensive clinical examination, then a fee of £60 shall be paid for the statement.

(4) Sessional Fee

4.1 A fee shall be paid to each forensic medical examiner required to be on-call for a session. The value of these fees will be calculated locally, on the following basis (using the last 12 months data available) :

- a. Identify the total budget for forensic medical examiner payments (having taken away amounts required for any other medical services or training). Then, applying the new rates operative under this agreement calculate the costs of the contact fees, statement fees, mileage costs, fees for other services or visits (e.g. the fee for doctors attending sexual assault/child protection cases). This will leave a balance from which the new sessional fees will be paid.
- b. Determine the number of forensic medical examiners required to be “on-call” and “on duty” at any given time. If this varies day or night, or across the week take an average. (This number is likely to be between 3 and 7 for small to medium forces, and between 6 and 12 for larger forces)
- c. Divide this remaining sum by the number of forensic medical examiners “on duty” and then divide by 365 to arrive at a ‘daily rate’ (as a guide, this is likely to come out at between £100 and £250).

[Subsequent calculations for day/night sessions, as well as public holidays and weekends can then be made according to the established formulae]

- d. The indicated fee should then be adjusted by an amount reflecting the DDRB award for 2001 (4.2%).

4.2 Forces may wish to create two, three, or more sessional rates according to the work intensity in a particular district.

(5) Annual Review

5.1 In the absence of any other agreement, the fees should be revised annually in April in line with the Doctors’ and Dentists’ Review Body recommendation on the intended average net remuneration for general practitioners.

5.2 The sessional fee shall be a matter for local determination, however in the absence of any other local agreement, the sessional fee shall also be revised by an amount equivalent to the Doctors’

and Dentists' Review Body recommendation on the intended average net remuneration for general practitioners.

(6) Mileage rate

6.1 A rate of 36p per mile to be paid where the doctor is required to use their own car.

(7) Personal Income Protection

7.1 It is recognised that these new arrangements for the remuneration of forensic medical examiners represent a significant change in the basis upon which a forensic medical examiner's income is derived. In order to protect individuals from any unforeseen effects of the new arrangement, a guarantee is offered to those who have been in post for at least 1 year at the date of implementation of the new arrangements. For example, assuming a 1/4/2001 implementation:

- The Police Force will guarantee that the earnings of the individual forensic medical examiner in the year to 1 April 2002 will be at least equal to their earnings in the year to 1 April 2001, (adjusted by 4.2% for 2001) provided that the number of contact episodes undertaken in the year 2001/02 is at least equal to the number undertaken in 2000/01.
- Where the number of contact episodes carried out by the forensic medical examiner has fallen, but the number of sessions the forensic medical examiner has been required to be on call in 2001/02 is at least equal to the number of sessions (of equal length) that the forensic medical examiner was on call in 2000/01, then this guarantee shall also apply.
- Where the number of contact episodes undertaken by the forensic medical examiner is lower in 2001/02 than in 2000/01, and (ii) above does not apply, then the baseline for comparable earnings shall be reduced in proportion to the reduction in the number of contact episodes between 2000/01 and 2001/02.

7.2 In some Forces where there is significant evidence of concern about the affect of the new sessional agreement, Forces may wish to consider building-in protection for a second year.

(8) Local Flexibility

8.1 While the Joint Negotiating Committee anticipates that this agreement should enable police authorities to recruit and retain police surgeons there is nothing to prevent individual forces entering into different arrangements should they consider it necessary to do so and this may include use of the retained agreement where appropriate.

**RETAINED AGREEMENT FOR THE REMUNERATION OF
FORENSIC MEDICAL EXAMINERS (FMEs)**

FEE LEVELS FROM 1ST APRIL 2001

(2) Retainer Fees

- 2.1 The fees at paragraphs 2.2 to 2.5 below shall be increased on 1st April annually in line with the Doctors' and Dentists' Review Body recommendation on the intended average net remuneration for general practitioners.
- 2.2 Duly appointed police surgeons shall be paid a retainer fee of £2,831 per annum to fulfil the commitments set out in this agreement and any individual contract.
- 2.3 Duly appointed principal police surgeons who undertake administrative duties shall be paid a supplementary fee of £2,692 per annum.
- 2.4 Where a police force considers it appropriate to appoint deputy police surgeons a retainer fee of £560 per annum shall be paid.
- 2.5 Police surgeons who hold the Diploma in Medical Jurisprudence or other recognised qualification in forensic medicine approved by the police authority shall be paid a supplementary fee of £2,153 per annum.
- 2.6 Police surgeons who do not hold such a qualification but at 1st April 1998 were in receipt of a payment in respect of 15 years' continuous service as a police surgeon (or deputy police surgeon) shall be paid a supplementary fee of £890 per annum (which shall remain frozen at this level). Police surgeons who do not hold such a qualification but who achieve 15 years' continuous service as a police surgeon (or deputy police surgeon) within five years of 1st April 1998 shall also be paid a supplementary fee of £890 per annum. This supplementary payment shall be abolished with effect from 1st April 2003.

(3) Attendance Fees

- 3.1 The fees at paragraphs 3.2 to 3.5 below shall be increased on 1st April annually in line with the Doctors' and Dentists' Review Body recommendation on the intended average net remuneration for general practitioners.
- 3.2 A police surgeon who attends in response to a call by the police to examine a body, a witness, a detainee or any other person shall be paid the following fees:

**First case in
a call out**

**Second and
subsequent cases
in a call out**

Between 0800 and 1900	£39.70	£26.50
Between 1900 and 0800	£59.60	£39.70

These fees include the completion and signing of certification documents at the time of the examination.

The appropriate time band is determined by reference to the time at which the police surgeon arrives at the police station or other location.

The fees for the first case in a call out reflect the time travelling to and from the police station or other location.

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 case. If the second examination in a call out is at a different location then the fee for a first case applies.

- 3.3 A police surgeon who attends in response to a call by the police to examine a victim of alleged sexual assault or child abuse or a suspect in such a case for whom a comprehensive examination has been requested shall be paid the following fees:

	First case in a call out	Second and subsequent cases in a call out
Between 0800 and 1900	£66.20	£53.00
Between 1900 and 0800	£99.30	£79.40

The guidance notes applicable to 3.2 above also apply here.

- 3.4 Where the police require a full written report or statement in either of the above circumstances there shall be an additional fee of £29.80.
- 3.5 Where an examination, including making notes at the time, or assistance to the police under 3.2 or 3.3 above takes more than half an hour the following additional fees shall be paid:

Between 0800 and 1900	£16.70 per half hour or part thereof
Between 1900 and 0800	£25.10 per half hour or part thereof

The half hour period does not include travel time and, for the first case in a call out, shall be measured from the time the police surgeon arrives at the police station or other location and thereafter for each subsequent half hour or part thereof.

- 3.6 Where a police surgeon is requested to travel outside his or her agreed district and the total travel time from home or surgery exceeds 30 minutes each way the additional payments at 3.5 above shall apply.

- 3.7 Where a police surgeon has arrived at a police station or other location but, as a result of a refusal by the individual to co-operate or for any other reason, is unable to conduct an examination the appropriate attendance fee at 3.2 shall be payable.
- 3.8 Where there is a delay between the first and second cases, or between subsequent cases, at one location, the time for the second or subsequent case starts at the time the request is made by the police.
- 3.9 All the fees quoted above as applying between 1900 and 0800 also apply throughout Saturdays, Sundays and public holidays.
- 3.10 Where a trainer and trainee attend the same call forces may wish to consider paying a fee to the trainee.

(4) Mileage Rate

Police surgeons shall be paid at the rate of 54.4p per mile where they use their own vehicle to travel in any of the above cases. The police surgeon shall be responsible for arranging the necessary insurance cover.

(5) Continuing Medical Education

- 5.1 Continued payment of the retainer fee shall be dependent upon attendance at accredited courses, including distance learning, where appropriate. Accordingly, police forces are encouraged to provide financial assistance in the form of payment of course fees, subsistence, travel and invoiced locum fees where appropriate.
- 5.2 The Joint Negotiating Committee believes that continuing medical education for police surgeons would be facilitated through membership of the Association of Police Surgeons.

(6) Local Flexibility

- 6.1 Police forces may, where they consider it appropriate, appoint police surgeons on the basis that, where the fees paid to the police surgeon during the year are less than a set guaranteed minimum, the police surgeon shall be paid a supplementary retainer representing the difference between the two. The level of any guaranteed minimum would be a matter for local determination.
- 6.2 Police forces may, where they consider it appropriate, appoint police surgeons on an annual retainer fee in excess of that set out at paragraph 2.2 above. The amount of any excess would be a matter for local determination.
- 6.3 Police forces may, where they consider it appropriate, appoint police surgeons with a responsibility for undertaking administrative duties at levels in addition to or instead of that of principal police surgeon set out at paragraph 2.3 above. The amount of any annual retainer would be a matter for local determination.

- 6.4 Police forces may, where they consider it appropriate, appoint deputy police surgeons. The annual retainer would be as set out at paragraph 2.4 above.
- 6.5 While the Joint Negotiating Committee anticipates that this agreement should enable police authorities to recruit and retain police surgeons there is nothing to prevent individual forces entering into different arrangements should they consider it necessary to do so.

SPECIALIST AGREEMENT

FEE LEVELS FROM 1ST APRIL 2001

This agreement provides for the remuneration of specialist forensic medical examiners retained to carry out only specialist work e.g. child protection or sexual abuse cases.

All payments contained below, with the exception of mileage, shall be increased on 1st April annually in line with the Doctors' and Dentists' Review Body recommendation on the intended average net remuneration for general practitioners.

(2) Retainer Fees

- 2.1 Duly appointed specialists shall be paid a minimum retainer fee of £2,831 per annum.
- 2.2 Specialists who hold the Diploma of Medical Jurisprudence or other recognised relevant specialist qualification approved by the police authority shall be paid a supplementary fee of £2,153 per annum.
- 2.3 If only Part 1 of the Diploma of Medical Jurisprudence is held then the supplementary payment shall be £1,077.

(3) Attendance Fees

- 3.1 Where a specialist is called to examine a victim or a suspect the following fees shall be paid in all cases:

Between 0800 and 1900	£66.20
Between 1900 and 0800	£99.30
(Saturdays, Sundays and public holidays)	

These fees include the completion and signing of certification documents at the time of the examination.

The appropriate time band is determined by reference to the time at which the specialist arrives at the police station or any other location.

- 3.2 Where the contact exceeds 30 minutes in duration, an additional fee of £16.70 (day) and £25.10 (night, Saturdays, Sundays and public holidays) shall be paid for each additional 30 minutes or part thereof beyond the 30 minutes.

(4) Statement Fee

1.1 Where a statement or report is required at a later date, then a fee of £60 shall be paid for the statement.

(5) Mileage

5.1 Mileage shall be paid at the rate of 54.4p per mile where the specialists own vehicle is used. The specialist shall be responsible for arranging the necessary insurance cover.

(6) Local Flexibility

6.1 While the Joint Negotiating Committee anticipates that this agreement should enable police authorities to recruit and retain specialists there is nothing to prevent individual forces entering into different arrangements should they consider it necessary to do so.

GUIDANCE NOTE ON CALCULATING THE SESSIONAL FEE

The sessional fee is a new element in this model, and hence some further clarification may be helpful in calculating the new figures.

Forces may wish to create two, three, or more sessional rates according to the work intensity in a particular district.

The appropriate section of the model is repeated below:

1. Sessional Fee

- A fee shall be paid to each forensic medical examiner required to be on-call for a session. The value of these fees will be calculated locally, on the following basis (using the last 12 months data available) :
2. Identify the total budget for forensic medical examiner payments (having taken away amounts required for any other medical services or training). Then, applying the new rates operative under this agreement calculate the costs of the contact fees, statement fees, mileage costs, fees for other services or visits (e.g. the fee for doctors attending sexual assault/child protection cases). This will leave a balance from which the new sessional fees will be paid.
 3. Determine the number of forensic medical examiners required to be “on-call” and “on duty” at any given time. If this varies day or night, or across the week, take an average. (This number is likely to be between 3 and 7 for small to medium forces, and between 6 and 12 for larger forces)
 4. Divide this remaining sum by the number of forensic medical examiners “on duty” and then divide by 365 to arrive at a ‘daily rate’ (as a guide, this is likely to come out at between £100 and £250).

[Subsequent calculations for day/night sessions, as well as public holidays and weekends can then be made and examples are given to illustrate how these rates might be calculated.]

5. The indicated fees should then be adjusted by an amount reflecting the DDRB award for 2001 (4.2%).

For simplicity and clarity, a worked example is shown below. The key point is that past data principally the number of contacts (or call outs) is applied to the new rates in the model. The item of service fee is reduced, so that it represents only a proportion of the remuneration, with a second element deriving from the sessional fee. The money to pay for this sessional fee is derived chiefly from the new lower rates paid per contact. So the calculations in the model must be done using past data but applied to the new rates – to arrive at the correct figure for the sessional fee.

Examples of the data required in order to make the calculation are as follows:

- total amount paid to each forensic medical examiner in the previous year (uprated by 4.2% for 2001)
- length of session
- number of forensic medical examiners on call during each session
- number call-outs by each forensic medical examiners
- number of those call-outs that justified the extra half-hour payment
- number of statements issued
- number of contact episodes for child protection/sex abuse cases
- mileage claimed

The financial baseline to be used should be the agreed budget for 2000/01, whilst data for number of contacts, mileage etc. should be for the latest 12 months available, that may be 1999/2000 or some other more recent 12 month period (or a projection for the full year 2000/01).

Example below :

Force budget for medical services	<u>£450,000</u>	
Less training and sundry services	£50,000	[deduct here any expenditure not related to FME payments]
Balance available for payments to forensic medical examiners	<u>£400,000 – Figure A</u>	
Deduct 3% for sexual offences, child protection and similar “non-standard” work paid at different rates	<u>£12,000 – Figure B</u>	
Deduct Contact fees, e.g. Total number of contact episodes in the last year (e.g. 1999/2000)	6,000	
Multiply this by the £20 fee	£120,000	
Assume 20% require extra half hour fee	£24,000	
Total	<u>£144,000 – Figure C</u>	

Deduct

Retainer fees, e.g.

1 x £2,583 for principal

4 x £2,066 for DMJ

5 x £1,033 for DMJ part 1 (new)

TOTAL £15,500 – Figure D

Deduct

Statement fees

[the basis of payment has changed, so assume approx. 10% of contacts would attract an additional fee for statements]

600 statements @ £25 £15,000 – Figure E

Deduct

Total mileage claimed in the last year 50,000 miles
(e.g. 1999/2000)

Mileage @ 36 p per mile £18,000 – Figure F

Balance remaining

[Figure A less B,C,D,E and F] £195,500 – Figure G

Figure G represents the ‘residual sum’ which is now used to fund the sessional fees.

Number of FMEs “on duty” at any given time = 5

Value of flat daily sessional rate = $£195,500 / 5 / 365 =$ £107.12

Adjust for 2001 DDRB award (4.2%) = £111.40 – Figure H

Sessional Fee

The figure above represents a notional 24 hour rate, which may then be applied to actual sessions covered by forensic medical examiners. In some cases this may be 24 hours, in which case the figure above could be used, or may be varied to provide a lower rate during the week, and a higher rate for weekends and public holidays. An example of how these figures may be calculated is set out below (All of the pound amounts below are for illustration only. The actual figures will depend upon the calculation of Figure H in each force) :

24 Hour rate

Monday to Friday = £111.40 (Figure H) x 86.5% = £96.36

Weekends & Public
Holidays = £111.40 (Figure H) x 129.75% = £144.54 (1.5 x the Monday to
Friday rate)

2 sessions per day

In many cases the day may be split into two sessions, as provided for under the existing retained agreement, with a “day” rate and a “night” rate. The higher “night rate” would also be paid at weekends and public holidays. An example of how these rates might be calculated is set out below :

Day (0800 – 1900) = £111.40 (Figure H) x 37.5% = £41.78

Night (1900 – 0800) = £111.40 (Figure H) x 56.25% = £62.66 (1.5 x the day rate)

[Note : The day and night rates shown above will not sum to the total given at Figure H, since the enhanced “night rate” is paid all day at weekends and public holidays]

3 sessions per day

In some cases three sessions per day may be more appropriate. An example of how these rates might be derived is given below :

Day 1 (0800 – 1600) = £111.40 (Figure H) x 26% = £28.96

Day 2 (1600 – 2400) = £111.40 (Figure H) x 26% = £28.96

Night (2400 – 0800) = £111.40 (Figure H) x 39% = £43.45 (1.5 x the day rate)

[Note : The rates shown above will not sum to the total given at Figure H, since the enhanced “night rate” is paid all day at weekends and public holidays]

MODEL CONTRACT FOR FORENSIC MEDICAL EXAMINERS

**CONTRACT FOR SERVICE AS A FORENSIC MEDICAL EXAMINER
FOR POLICE**

1. Parties

The parties to this Agreement are Police and a Registered Medical Practitioner, (hereinafter referred to as “you”).

2. Date and duration of appointment

You are hereby appointed as a Forensic Medical Examiner with Police, with effect from 19..... . You undertake to carry out duties as specified in clause 5 below when and if required to do so by Police.

3. Basis of appointment and your status as a Forensic Medical Examiner

- 3.1 It is understood and agreed that as a qualified and fully registered medical practitioner your services are provided as a professional exercising an independent clinical judgement and that you are bound by the codes of practice of the General Medical Council (GMC). You agree, however, to comply as far as practicable with any instructions given by, and not necessarily to obstruct, officers or staff of the Police engaged in the investigation of crime, the protection of life or property and/or the obtaining and preservation of evidence, and in particular not to act in such a way as might result in the loss or destruction of forensic evidence or prejudice the evidential value of any such evidence or prevent or interfere with the obtaining of evidence by the questioning of any person who is medically fit for questioning.
- 3.2 The basis of this Agreement is that you are self-employed, and are and remain responsible for income tax and National Insurance as a self-employed person. Nothing in this Agreement is intended to constitute or create a relationship of employment between the parties. Accordingly, you accept the responsibilities of a self-employed person under the Health and Safety at Work Act 1974 and related legislation and Codes of Practice.
- 3.3 No undertaking or guarantee is given to the amount of work that may from time to time be available to you under this Agreement.

4. Your general undertakings and obligations

- 4.1 It is an express condition of this Agreement that you are, and will throughout the duration of the Agreement remain, registered with the GMC and authorised to practice as a medical practitioner.
- 4.2 It is also an express condition of this Agreement that you are, and will throughout the duration of the Agreement remain, either a fully subscribed member of a recognised professional medical defence organisation or covered by a current and valid policy of indemnity acceptable to Police (which shall at their request be produced for inspection and confirmation of payment of premiums due) providing insurance against any liability you may incur as a result of your appointment or the performance of or failure to perform any duty thereunder or any act or omission connected therewith.
- 4.3 You must on every occasion when required to perform duties as a Forensic Medical Examiner, and in addition to the due completion of any official documentation required as part of those duties and the giving of any witness statement when required, promptly make and retain a full and contemporaneous note of the duties performed and relevant findings. These notes will remain your property.
- 4.4 You hereby undertake, within each year of this appointment calculated from the date shown in clause 2 above, to attend meetings and courses designated or approved by Police for the training or further training of Forensic Medical Examiners, amounting to hours accreditation in each year. The training programme will be based on service needs and will be determined by Police. Exceptionally an extension of time for attendance at meetings and courses may be given for causes acceptable to Police.
- 4.5 You shall seek to obtain the Diploma in Medical Jurisprudence (DMJ), or any qualification recognised as equivalent or substituted in its place and approved by Police, within five years of this appointment calculated from the date shown in clause 2 above. Should the DMJ, or any qualification recognised as equivalent or substituted in its place and approved by Police, not be obtained within five years of appointment you shall undergo any training course considered necessary by Police for the purpose of maintaining your skills as a Forensic Medical Examiner. Exceptionally an extension of the period indicated for undergoing particular training or obtaining a qualification may be given for causes acceptable to Police.

5. Duties to be performed under this Agreement

- 5.1 You will be assigned to District/Custody Suite for Police.

5.2 You, and each other Forensic Medical Examiner within your District/Custody Suite, together with the Principal Forensic Medical Examiner *[where applicable]*, must devise (if it is not already in existence), and operate a roster under which at least one Forensic Medical Examiner is on duty at any time (24 hours a day and all the days of the year) and agree to participate in effective backup procedures. "On duty" means immediately contactable if required and available to attend as soon as reasonably practicable on being requested to attend any police station or other place within the area described in clause 5.1 above.

5.3 You agree on request to perform any of the following duties on behalf of Police, outside the National Health Service:

- (i) to examine and if necessary render assistance to any person in police detention;
- (ii) to obtain forensic evidence from, to examine, and if necessary, tender medical assistance to, victims, suspects and offenders in crime and traffic cases;
- (iii) to examine and if necessary render medical assistance to any Police Officer injured in the course of his/her duty;
- (iv) to examine any person whose detention is being contemplated by Police in order to ascertain and certify their fitness for detention and/or interview and to examine any person who is detained by Police in order to ascertain and certify their fitness or continued detention and/or interview;
- (v) in any case where you consider a person is unfit to be detained or interviewed, or an officer to continue on duty, to take any steps you consider necessary for the medical well-being of that person or officer;
- (vi) to examine any person in order to ascertain whether or not that person is or is not dead, and if so requested to provide an opinion as to whether or not he or she died of natural causes;
- (vii) to examine any remains which are believed to be human remains and to give an opinion (if possible) as to whether they are;
- (viii) to advise or assist any officer or employee of Police who requires medical advice or assistance in the execution of his/her duty;
- (ix) to attend any court of law or tribunal when required to do so (whether by an officer or employee of Police, solicitor acting for Police, or by the Crown Prosecution Service) in order to give evidence in connection with any matter with which you have been involved in the course of your

duties; and for these purposes any disciplinary tribunal under the Police Discipline Regulations is to be regarded as a tribunal under this paragraph;

- (x) to provide a full written report or a statement concerning the exercise of your duties as a Forensic Medical Examiner if required to do so by an officer of the Police who requires such a report or statement for the performance of his/her duty.

5.4 Any reference in clause 5.2 above to an examination includes, subject to appropriate consent, the taking in a form suitable for preservation and/or analysis of any samples that may be required, including intimate samples within the meaning of the Police and Criminal Evidence Act 1984 as amended by the Criminal Justice and Public Order Act 1994. Samples should be taken both if you consider it appropriate as a matter of clinical forensic judgement to do so and, subject to any clinical judgement as to the well-being of the person concerned, if you are requested to do so and advised that the sample is or may be relevant to any criminal investigation or proceedings.

5.5 Although primarily your duties shall be performed within the assigned District/Custody Suite as shown in clause 5.1 above, you shall from time to time, if required by an officer of Police, and if you are at the time on duty, attend to your duties as a Forensic Medical Examiner in any other adjacent District of Police.

5.6 You shall ensure that the Principal Forensic Medical Examiner of your assigned District/Custody Suite is kept informed of the dates when you are not available for the performance of your duties as a Forensic Medical Examiner and in respect of those times when you are available should ensure that the said Principal Forensic Medical Examiner is informed of the address and telephone number of the place at which you may be contacted.

6. Examination Facilities

..... Police will provide adequately furnished, heated and illuminated examination facilities at each place where you are normally required to perform examinations and will provide all special equipment, medications and sample containers required for any purpose connected with your duties as a Forensic Medical Examiner.

7. Fees

In consideration of you performing and observing obligations imposed by reasons of your appointment as a Forensic Medical Examiner by this Agreement Police shall pay you the fees as applicable under the Sessional or Retained agreement, as appropriate.

8. Maternity Leave

- 8.1 If applicable, you are entitled to a period of maternity leave, that is, the suspension of your duties herein, in the event of your pregnancy. The duration of such leave shall be by agreement with Police but subject to a maximum period of twelve months. No payment is due during maternity leave save for the availability fee which remains payable in respect of the first three months of leave.
- 8.2 Your obligations with respect to availability for duty and training will be suspended during any period of maternity leave and any period of maternity leave will be disregarded in calculating the periods within which the training and qualifications specified in clause 4 above are to be completed and obtained.

9. Termination of Agreement

- 9.1 This Agreement may be terminated by either party giving the other party three months' written notice.
- 9.2 Without prejudice to the foregoing Police may terminate this Agreement at any time without notice, and without liability in respect of any period of time after such termination, in any of the following circumstances:
- (i) you are convicted of a criminal offence (other than a road traffic offence not involving disqualification from driving);
 - (ii) you are convicted of serious professional misconduct by the General Medical Council;
 - (iii) you are struck off, or otherwise cease to be on, the Register of Medical Practitioners maintained by the General Medical Council;
 - (iv) you cease to be covered (whether by reason of ceasing to be a member of a medical defence organisation or otherwise) by insurance as required by clause 4.2 above;
 - (v) you commit an act of bankruptcy, are adjudged bankrupt or enter into an individual voluntary arrangement under the Insolvency Act 1986;
 - (vi) you repeatedly fail to make yourself available as required during periods when you are "on duty" as defined in clause 5.2 above, without good reason or repeatedly fail to perform any of the duties listed in clause 5.3 above competently and diligently in accordance with this Agreement, or fail to complete any training required under clause 4.4 above within the time appointed or allowed under that clause; or

(vii) Police are satisfied that you are guilty of serious misconduct in the performance of your duties, or that by reason of any other matter or circumstances you have shown yourself not to be fitted for the post of Forensic Medical Examiner.

9.3 In relation to clause 8.2 above and before terminating this Agreement under paragraph (vi) or (vii) the Authority will inform you of the complaint against you and will give you an opportunity to make representations in writing to a person designated by Police to consider them, and will consider the representations and the recommendations of the person designated to consider them. In all cases advice may be sought elsewhere.

9.4 If you are unable through illness or incapacity to perform your duties for a continuous period of three months or more or periods totalling in the aggregate three months or more in any twelve consecutive months, this Agreement may be terminated by Police, by giving one month's notice in writing, not without prejudice to your re-appointment thereafter on satisfactory evidence of your medical fitness for the duties required and subject to the availability of a mutually acceptable post.

9.5 You shall retire from your duties as a Forensic Medical Examiner on attaining sixty-five years of age unless otherwise agreed with Police.

Signature

for and on behalf of Police

Date

Signature

GMC Number

Date

MODEL CONTRACT FOR PRINCIPAL FORENSIC MEDICAL EXAMINERS

Where police authorities appoint a Principal Forensic Medical Examiner the model contract would be the same as for a Forensic Medical Examiner except that all references to “Forensic Medical Examiner” would be replaced by “Principal Forensic Medical Examiner” and the following variations would apply:

Amend clause 5.1 to:

5.1 As a Principal Forensic Medical Examiner you are required to act as Head of your assigned District/Custody suite for Police. Your assigned District/Custody Suite is

Amend clause 5.2 to:

5.2 You, in consultation with each other Forensic Medical Examiner within your District/Custody Suite, must devise (if it is not already in existence), and revise as necessary from time to time, a roster under which at least one Forensic Medical Examiner is on duty at any time (24 hours a day and all the days of the year) and agree to participate in effective backup procedures. “On duty” means immediately contactable if required and available to attend as soon as reasonably practicable on being requested to attend any police station or other place within the Area described in clause 5.1 above. It is your responsibility to ensure that the roster operates effectively, and to ensure a fair distribution of work (in terms both of quality and quantity) between all the Forensic Medical Examiners in your District/Custody Suite. You are required to include yourself in, and participate in, the roster.

Add the following to clause 5.3:

The following additional duties apply to you by virtue of your appointment as a Principal Forensic Medical Examiner. You are required:

- (xi) to supply copies of the roster devised in accordance with clause 5.2 above, and all revisions, updates and modifications promptly to each Police Station within your designated area, together with an accurate list of contact numbers for all Forensic Medical Examiners in your District/Custody Suite (including yourself);
- (xii) to liaise with the Forensic Medical Examiners in your District/Custody Suite as well as police officers on all matters affecting the forensic and medical service and to attend meetings to this end;
- (xiii) to conduct the initial introduction and training of Forensic Medical Examiners newly appointed to the District/Custody Suite, assess and report on their progress to the senior officer of the Force Custody Unit;

- (xiv) to ensure that adequate stocks of equipment and supplies are ordered for the District/Custody Suite examination rooms.

Delete clause 5.6.

Add the following paragraph to clause 7:

7.2 A supplementary fee for performing the duties of Principal Forensic Medical Examiner.

Renumber the first paragraph as 7.1.