



## GUIDELINES FOR SPORT MEDICINE PHYSICIAN REMUNERATION

October 2020

Committee members: Cathy J Campbell MD, Dip. Sport Med. (co-chair); Steve Keeler MD, Dip. Sport Med. (co-chair); Marni Wesner MD, Dip. Sport Med.; Christina Atkinson, MD, Dip. Sport Med.; Robert McCormack MD, Dip. Sport Med.; Paddy McCluskey MD, Dip. Sport Med.; Cole Beavis MD, Dip. Sport Med.; Ms. Dawn Haworth, Executive Director, CASEM

### INTRODUCTION

This guideline has been developed upon request of CASEM and its membership, by a committee of national representation utilizing voluntary survey data from the CASEM membership. It outlines possible risks and benefits of addressing sport and exercise medicine physician service remuneration with sport organizations / teams.

The purpose of this guideline is to assist CASEM members with highlighting the value of sport & exercise medicine physician team and event-related services, updating the remuneration value of such services, and to increase the high-performance sport system awareness of the value a sport & exercise medicine physician can bring to sport organizations, athletes, coaches and support staff. Consistent implementation of these guidelines will help increase the sport community's awareness of the value of expert medical services, and thereby increase the number of physician reimbursement opportunities.

The creation of this *Guideline for Physician Remuneration* evolved from the concern expressed by Sport & Exercise Medicine (SEM) physicians across Canada that our expert medical services are often expected on a voluntary basis. This guideline does not imply that sport and exercise medicine physicians should not volunteer their time with amateur athletes or cover local events if they desire. The long tradition of volunteerism should not be lost, but given the added complexities, risks, time commitment, and medico-legal liability associated with sport medicine coverage of elite and high-performance sport teams and events, there is a growing concern about appropriate financial compensation of such services and standardization of remuneration rates across the Canadian sport system.

Prior to the establishment of the Canadian Academy of Sport and Exercise Medicine (CASEM), physicians were retained by various sport governing bodies to provide medical coverage for their athletes and support staff while training and competing, both domestically and internationally. Historically, physicians may have been happy to be part of a sport community that provided opportunities such as international travel and exposure to world-class athletes. However, sport has become much more complex. The athlete demands, training commitment and number of high-risk sporting events requiring medical services are more numerous. The diversity of international venues is more extensive as some events take place in locations with minimal availability of acute medical services and/or only basic medical infrastructure. In

October 2020

Canada, malpractice insurance coverage is very limited for many sport & exercise medicine physicians and the coverage is inadequate when taking care of high-earning professional athletes.

Sport teams are increasingly supported by coaches and a multi-disciplinary team of professionals including exercise physiologists, strength and conditioning coaches, sport psychologists, sport dieticians, and various sport therapists, for example, Certified Athletic Therapists (CAT), Physiotherapists (PT), Registered Massage Therapists (RMT), and Chiropractors (DC). Many elite amateur sports have also evolved into a professional-like atmosphere. These interdisciplinary support teams require a physician to have specialized education, a broad range of injury & illness knowledge, substantial experience and a level of commitment that only a physician trained in sport and exercise medicine is able to provide. With the creation of CASEM and the robust CASEM Diploma Exam, as well as the development of sport medicine fellowship programs (now referred to as the PGY 3 enhanced skills programs in Sport and Exercise Medicine) that offer advanced training in the field of sport and exercise medicine, physicians should see ourselves as a resource with a specific value, defined skill set and a unique and specialized expertise. Like any other professional providing knowledge, skills and service to the team, physicians should be paid for the service of providing and coordinating the complex care of Canada's athletes.

## **CONSIDERATIONS**

There are a number of ways in which the respect and value of a sport and exercise medicine physician may be considered (monetary and non-monetary).

### **NON-MONETARY VALUE**

- Having one's name associated with a team (amateur community, elite, high-performance, or professional)
- Providing sport medicine services for a Major Games (e.g., Olympics / Paralympics)
- Being considered or recognized as a local / regional / provincial / national / international expert – potential for increasing exposure or referrals
- Free advertising by virtue of being part of an event
- Personal gratification

### **MONETARY VALUE**

- Team apparel / clothing package
- Travel expenses (air, hotel, food & beverage, ground transport, etc.)
- Cellular phone / expenses
- Daily per diem
- Honorarium (hourly, daily, weekly, athletic season, per event)
- Ability to bill for medical services (provided one is not already receiving financial compensation for covering the event - care should be taken not to inappropriately "double bill")
- Access to sports equipment / training facility for free or at reduced rates
- Adequate Medical Liability Insurance coverage (pro teams/athletes only)

- Opportunities for partner/family to travel and/or attend events at no charge
- Covering costs of medical office overhead while away.

## **REMUNERATION GUIDELINE**

This guideline considers the variety of types of activity requiring sport medicine physician coverage. The suggested ranges for remuneration are commensurate on differing levels of physician risk, responsibility, & accountability, physician training & experience and the expectation for physician time availability and travel commitment. These have been derived from the membership survey data/recommendations. The Level I-V recommendations below are meant to assist our membership to stratify their involvement as a sport and exercise medicine physician based on an assessment of the sporting team or event.

### **TEAM PHYSICIAN LEVEL 1**

1. Team Physician for Community Amateur Sport Organizations
  - a. Expectation is to act as medical advisor
2. Event: Small community mass participation event with low-risk / frequency of injuries and participants < 100
  - b. Examples: Baseball, softball, golf, lacrosse, volleyball, basketball, track & field, hockey, soccer, etc.

### **TEAM PHYSICIAN LEVEL 2**

1. Team Physician for College / University teams
2. Events: medical coverage of games at college / university level
  - a. medium sized mass participation event (100-500 participants)
  - b. mass participation events with moderate risk of serious injury
    - i. Examples would be events with triathlon, cycling, etc.
  - c. team events with moderate risk of injury (contact/collision sports)
    - i. Examples: Basketball, soccer, lacrosse, hockey, football, etc.

### **TEAM PHYSICIAN LEVEL 3**

1. Team Physician for National Sport Organizations
  - a. Lead Physician Honoraria (monthly, athletic year)
  - b. Travelling Physician Honoraria (per day/week/event)
2. Events: covering competitions at semi-professional level
  - a. public mass participation events with 500-1000 participants
3. mass participation events with high risk of injury or illness
  - a. Long distance events: ultra-marathon running events, endurance triathlons, etc.
4. team events with high risk of injury
  - a. Examples: rugby, football, ice hockey, skiing, wrestling, etc.
5. other events with high risk of injury
  - a. downhill ski events, sliding sports, wrestling, equestrian events, etc.

### **TEAM PHYSICIAN LEVEL 4**

1. Consulting honoraria for working with other sport organizations
  - a. Professional teams
2. Events: Major Games
  - a. Large public mass participation events with >1000 participants
  - b. CMO for major event: world championship, professional events, FISU, Canada Games
  - c. Combat sporting events
    - i. Boxing, martial arts, mixed martial arts, etc.

#### **TEAM PHYSICIAN LEVEL 5**

1. CMO for major multisport events
  - a. Olympic, Paralympic, Commonwealth, Pan American Games

#### **ADDITIONAL FINANCIAL COSTS & RATES FOR ANY EVENT REQUIRING PHYSICIAN SERVICES:**

- Communications (cell phone/SIM card or two-way radio) to be provided
- Apparel / Clothing package
- Accommodation (for out of town events)
- Meals
- Travel expenses to / from venue
- Parking costs for all pre-event organizational meetings and at the event
- Medical malpractice liability insurance when C.M.P.A. coverage is insufficient
- Pre-participation examinations (complete history/physical examination/disposition): \$50-\$150+/per patient with optional form fee (dependent on the complexity)
- Other sport medicine physician services: \$100-150+/hour or any part thereof
- Name and title to be included in event program and sport organization webpage

#### **ADDITIONAL COSTS & RATES FOR LOCAL EVENTS REQUIRING PHYSICIAN SERVICES:**

- Event tickets for 2 guests (minimum)
- Meals while covering event
- Parking
- Hotel room at team hotel, if applicable
- Hourly rate\*: \$100-150+/hour or any part thereof
- Daily rate\*: \$500-1,000/day

***\*All rates are negotiable – especially if covering weekend events when office expenses are not a consideration.***

#### **ADDITIONAL COSTS & FEES FOR EVENTS REQUIRING TRAVEL BY A TREATING PHYSICIAN:**

- **All travel expenses** including meals, hotel, and transportation to and from event and various venues, cell phone/data, medical supplies

- Daily honorarium of \$500-1000/day

## **PHYSICIAN CONSULTATION & ADVISOR SERVICES WITH SPORT TEAMS**

### **1. Medical Advisor**

This is a minor supporting role to a team that has a well-developed support team that includes an experienced coach and Lead Therapist

- a) Time commitment: 1-3 hrs./week, primarily for electronic and phone communication
- b) Responsibilities:
  - Answering questions on medical issues that have arisen with athletes on the team
  - Providing advice for possible approach to medical management based on lead therapist assessment (i.e., imaging recommendations, ER visit vs observation, analgesia, therapy, etc.)
  - Assistance with interpretation of lab or imaging results
  - When appropriate, assist with identifying a physician or other health care professional that can be directly involved
- c) *This role should not require being available to see athletes in the office and travel is not expected*
- d) Remuneration: \$100/hr. or any part thereof, annual honorarium \$5,000 – \$10,000

### **2. Medical Consultant**

- a) Time commitment: 0.5 - 1 day/week, including communication
- b) Responsibilities:
  - Primary: being available to see athletes in the office expeditiously and providing medical care and recommendations to those athletes
  - Being available to respond to messages from athletes/coaches on medical questions and/or to arrange for consultations in office
  - Performing medical intakes and following up on medical-related health issues
  - Arranging specialist consultations where appropriate
  - It is expected there will be some email and phone communication, but this is a secondary expectation
- c) Travel is not expected
  - Requests for travel can be made but there is an expectation of a daily retainer (at daily rates suggested above) for each day the consultant is traveling.
- d) Remuneration: \$15,000 - \$40,000/year + travel-related remuneration

### **3. Chief Medical Officer role**

- a) Time commitment: 0.2-0.5 full time equivalents (FTE)
- b) Responsibilities: in addition to the responsibilities of a consultant, a CMO would be expected to:
  - provide medical oversight to team daily programming including input on travel guidelines, medical preparedness at training camps/competitions
  - provide guidance to the development of medical systems
  - Intakes
  - Injury prevention
  - Emergency Action Plans
  - Standardized care guidelines for specific injuries/illnesses

- Concussion, ACL, RED-S, etc.
- c) Travel is expected: 2-4 weeks/year. Further travel request will require additional funding.
- d) Remuneration: \$35,000 - \$75,000/year

#### **OTHER CHIEF MEDICAL OFFICER HONORARIUM:**

- Major Games: \$5,000 - 10,000/year  
- core team-\$1,000 - 5,000/year
- Developmental or Community Event: \$500 - 5,000\*/event  
*\*range may be much higher when involving for-profit events*
- Provincial or National Event: \$1,000 - 5,000/event

#### **SUMMARY**

This guideline has been written to provide a resource and starting point for sport and exercise medicine physicians to address financial considerations of their event/sport/team related medical services. The working group has sought and utilized feedback from the CASEM membership and view the guidelines as a work in progress to be re-evaluated and updated every few years or as deemed necessary by our membership. Finally, the Canadian Academy of Sport and Exercise Medicine strongly emphasizes that these guidelines have not been designed to undermine the spirit and tradition of volunteerism but to provide members with a guideline for the cost and value of sport medical services in settings they feel are appropriate for remuneration.

The interested reader will note that the survey data outlines that the majority of physicians providing sport/team care do not work under contract. This could potentially result in unnecessary difficulties and challenges and could leave the physician unprotected. For the convenience of our membership, CASEM has now established a template contract for medical services. This was created by a lawyer with a focused practice in sport contract law, with input from this guideline's working group.

Appended to this guideline are the results of the CASEM member survey data analysis, as well as a power point presentation of the data used to establish the recommended remuneration in the document, raw data files and contract template. We have also included raw data files and the contract template.

CASEM hopes this will assist our members who wish to pursue contracted services with various sport organizations.

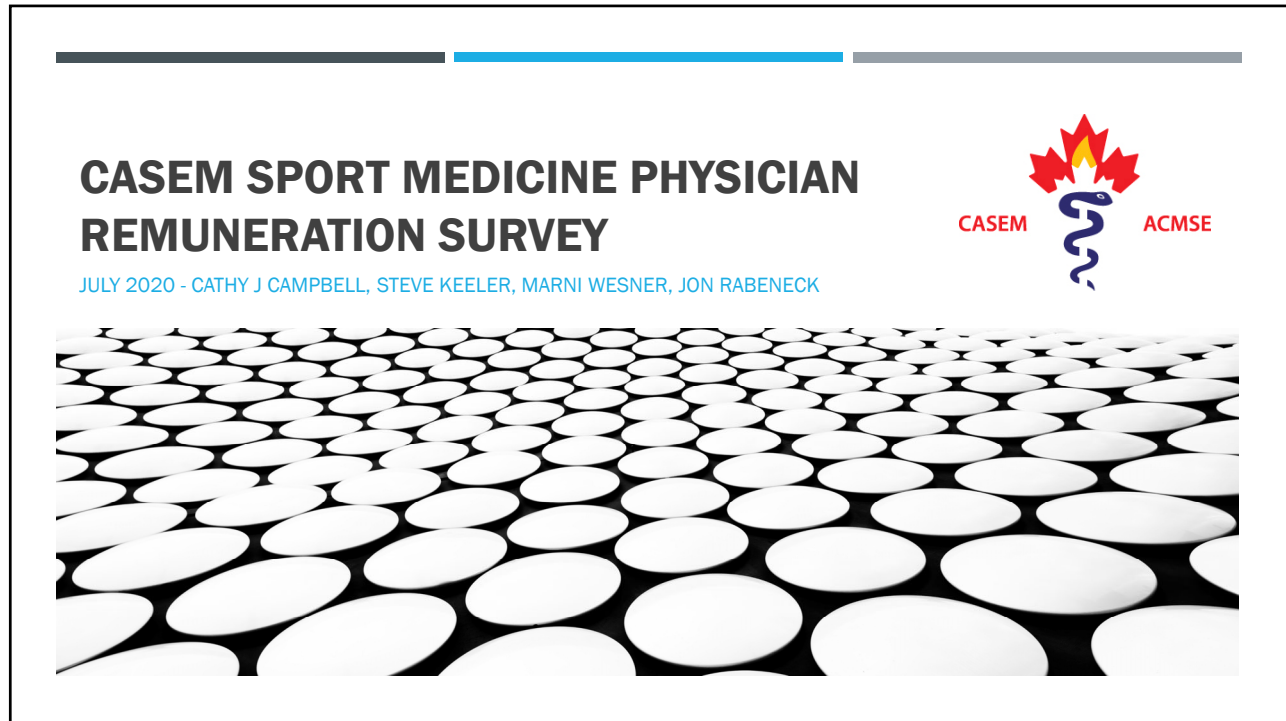
Canadian Academy of Sport & Exercise Medicine  
300-55 Metcalfe Street  
Ottawa, ON, K1P 6L5

[www.casem-acmse.org](http://www.casem-acmse.org)

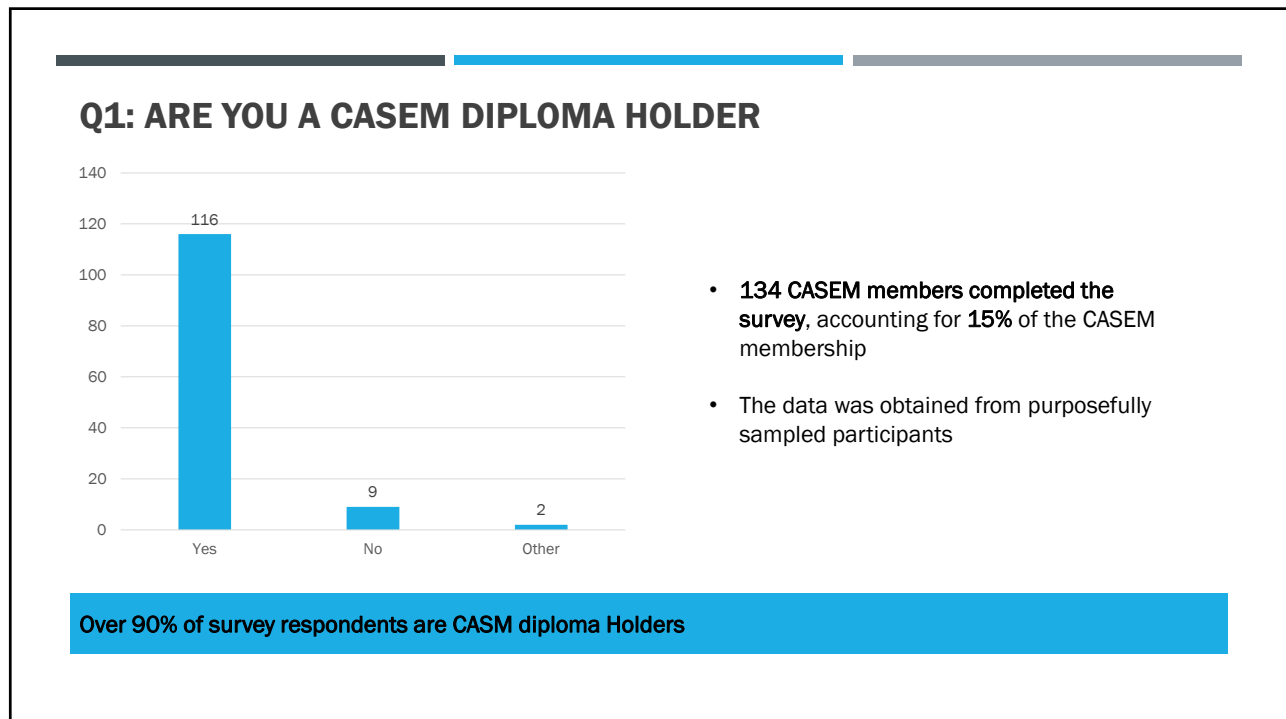
Twitter: @CASEMACMSE | Instagram: @cansportmed

## Appendix A

[Click here](#) to see the powerpoint presentation as a separate document

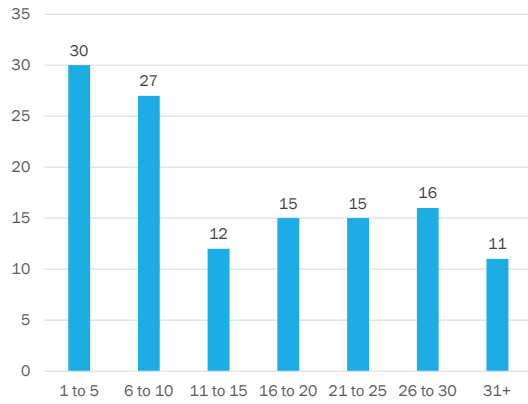


1



2

## Q2: NUMBER OF YEARS IN SEM

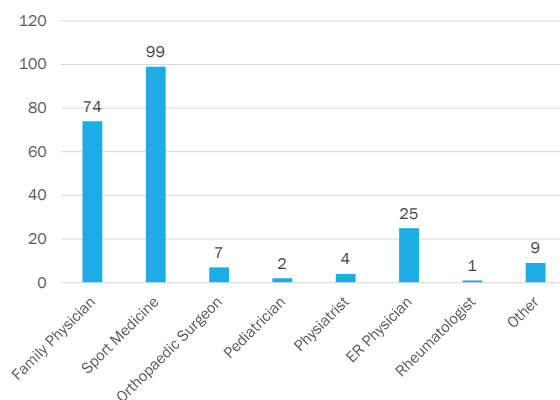


- A large proportion of the CASEM membership that is involved with provision of sport/team care are in the early/formative part of their SEM practice
- The number of physicians/surgeons who provide sport care is less during the 'growing family' years of practice
- The number of physicians/surgeons involved in sport care increases again after practice is established, or in the retirement years

**55% of respondents have over 10 years of years in SEM**

3

## Q3 WHAT TYPE OF PHYSICIAN ARE YOU?



- Most physicians identify a combined practice style with FM+SEM or ER+SEM
- The identified practice of the respondents is comparable to the overall proportion of the CASEM membership
- Surprising responses of "other" includes aesthetics, addiction medicine, surgical assist – suspect these may be physicians who previously worked in sport roles and have transitioned their practice to other fields

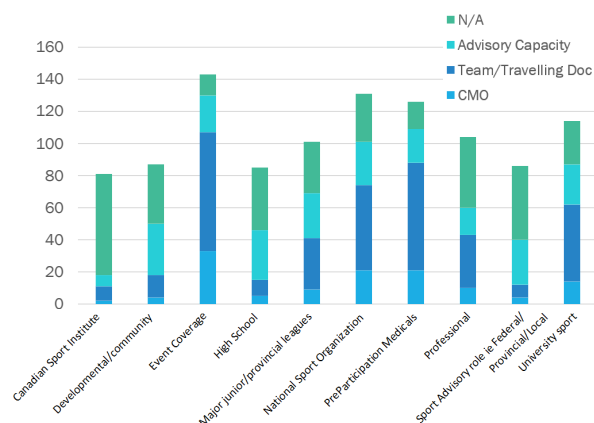
**Most physicians identify a combined practice of FM+ SEM or ER+SEM**

4



A6

#### Q4 WHAT CATEGORIES OF SPORT PARTICIPATION BEST DESCRIBES YOUR PRIMARY INVOLVEMENT AS AN SEM PHYSICIAN WITH TEAMS FOR THE PROVISION OF MEDICAL SERVICES?

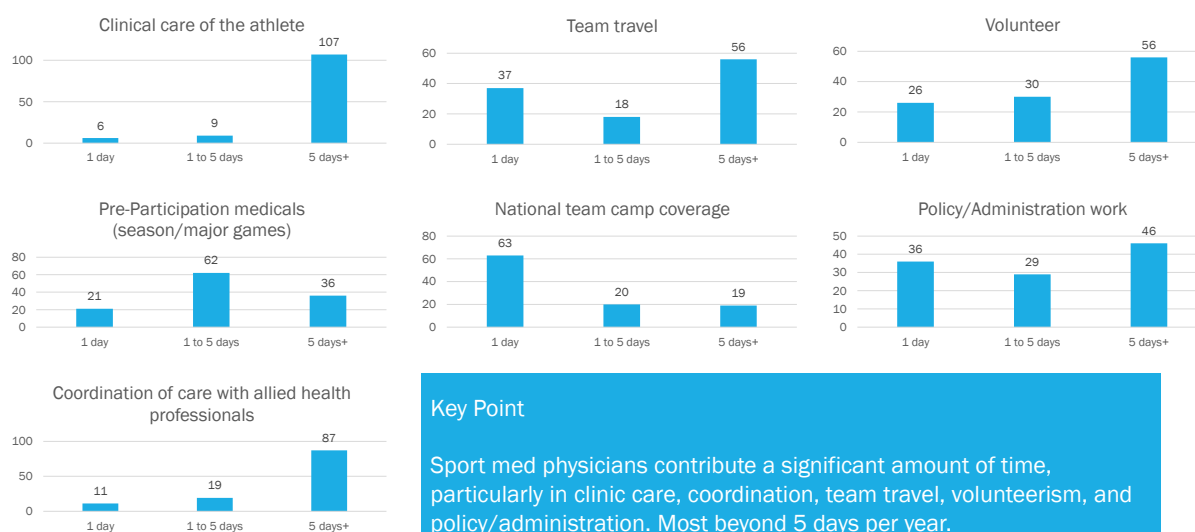


- The most responses were from NSO and U-Sport physicians
- The most common manner of involvement is as a travelling/team physician and provision of the preparticipation physical examination
- **86% of respondents provide event coverage**
- In the lower levels of sport physicians have more of an advisory role
- In the upper level sports most respondents identified as a team/traveling doctor

**Most respondents identify multiple sport roles with multiple team involvement**

5

#### Q5 THE SPORT MEDICINE PHYSICIAN PROVIDES MANY DIFFERENT TYPES OF SERVICES. PLEASE ESTIMATE THE NUMBER OF DAYS PER YEAR SPENT IN EACH OF THESE ACTIVITIES



##### Key Point

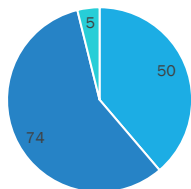
Sport med physicians contribute a significant amount of time, particularly in clinic care, coordination, team travel, volunteerism, and policy/administration. Most beyond 5 days per year.

6

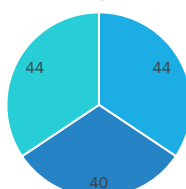
A9

## Q6 AS AN SEM PHYSICIAN DO YOU ...

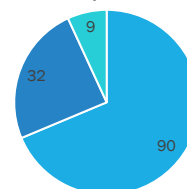
Have a written contract for medical services supplied?



Have a contract specifically outline compensation and service provision expectations?



Bill provincial ministries of health for medical services provided to athletes from teams you work with?



### Legend

Yes No N/A

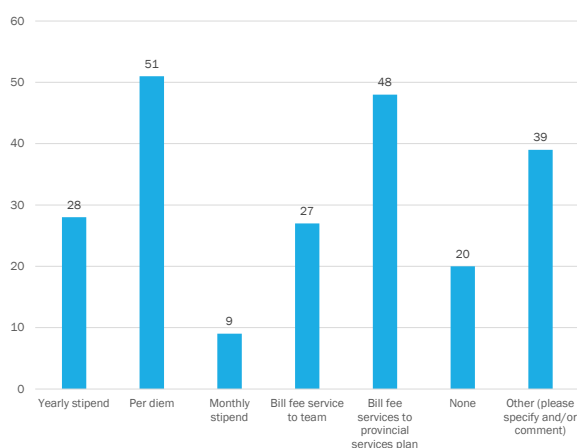
- In addition, 27 of 124 respondents (~20%) said they would be willing to share their contract with CASEM to assist others in negotiations.

### Key Point

A significant number of SEM physicians are working without a contract, and those that are, the service expectations are not well described. This is an area where the new CASEM contract template may be of benefit.

7

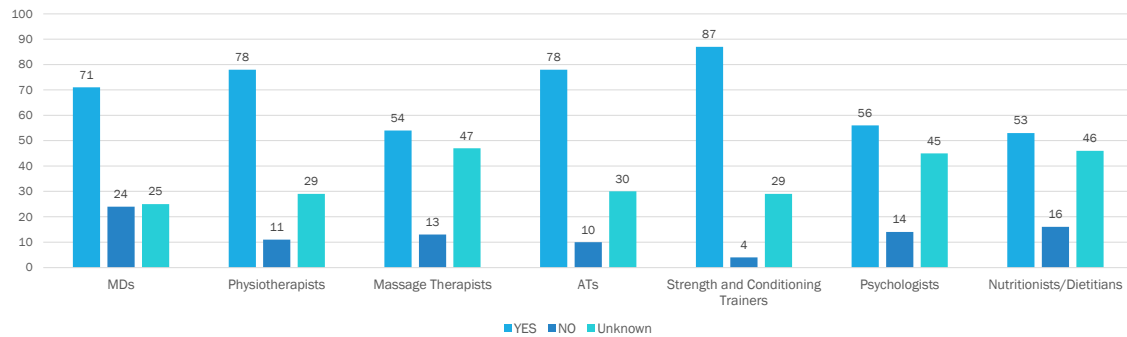
## Q7 IF YOU ARE MONETARILY COMPENSATED FOR MEDICAL TIME/SERVICES PROVIDED TO A TEAM (CHECK ALL THAT APPLY)



OTHER category responses include free tickets, hourly, per event/game, weekly stipend. Compensation is highly variable among national, university and professional levels.

8

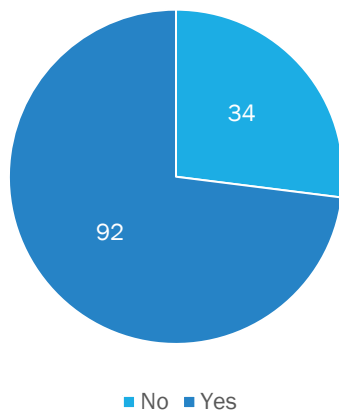
### Q8 ARE OTHER HEALTH PROFESSIONALS COMPENSATED BY YOUR TEAM?



Significant percentage are unaware of allied health professional compensation within the IST

9

### Q9 DO YOU INCUR EXPENSES OR LOST REVENUE RELATED TO THE PROVISION OF MEDICAL SERVICES TO TEAMS?



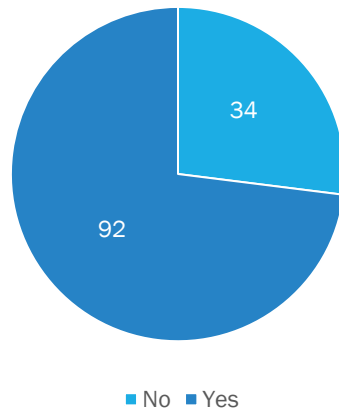
- Qualitative methods used to analyze the data
- Saturation of the data was extremely high

- **Loss was experienced from:**
  - Loss of FFS income/overhead expenses
  - Loss of vacation/family/CME time
  - Medical supply expenses
  - Car/parking expenses

73% of respondents have lost revenue and/or incurred expenses in the provision of services to the team(s)

10

## Q9 DO YOU INCUR EXPENSES OR LOST REVENUE RELATED TO THE PROVISION OF MEDICAL SERVICES TO TEAMS?

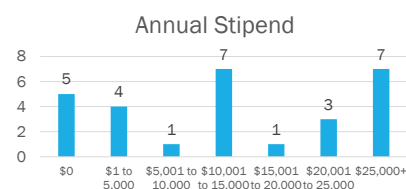
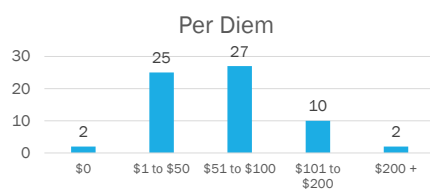


- Notable *in vivo* codes:
  - “lose 8 weeks a year of FFS billing and pay those 8 weeks overhead each year”
  - “overhead in my office currently around \$400-450 per day whether I am there or not”
  - “typically costs me \$650/bag to fill”
  - “lost revenue is approximately \$30-60,000 per year”
  - “the NSO does not willingly acknowledge that MDs are small business owners with fixed costs”
  - “the amount is half that I would be able to bill had it been 3<sup>rd</sup> party medical through the health care system”

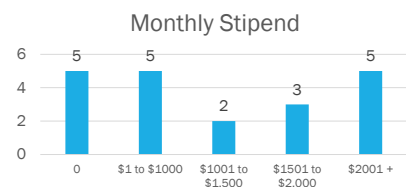
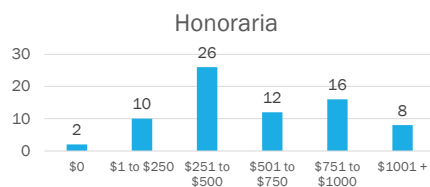
73% of respondents have lost revenue and/or incurred expenses in the provision of services to the team(s)

11

## QUESTION 10 – WHAT ARE YOUR FINANCIAL EXPECTATIONS FOR THE FOLLOWING



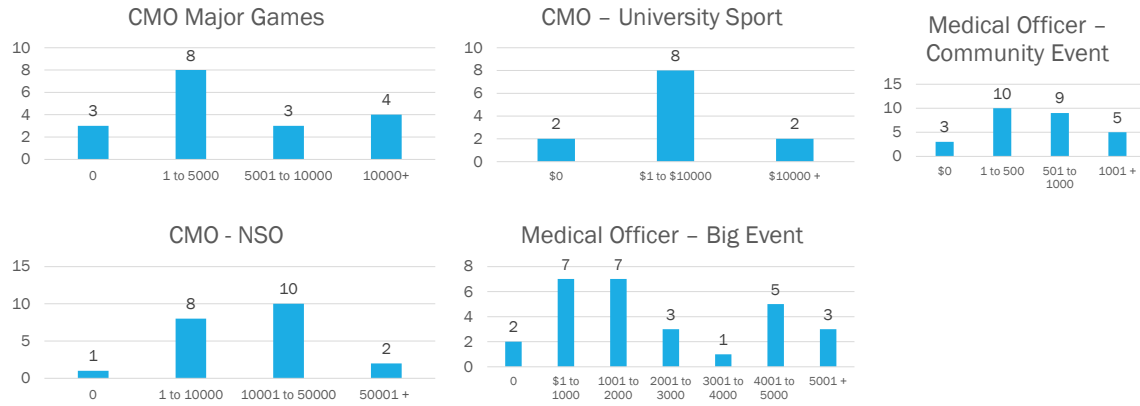
Per Diem-refers to meals, parking etc. General agreement that all incidentals during travel should be covered.



Expectations for each of these generally based on duties/time commitment. Most expected a minimum to cover office overhead expenses

12

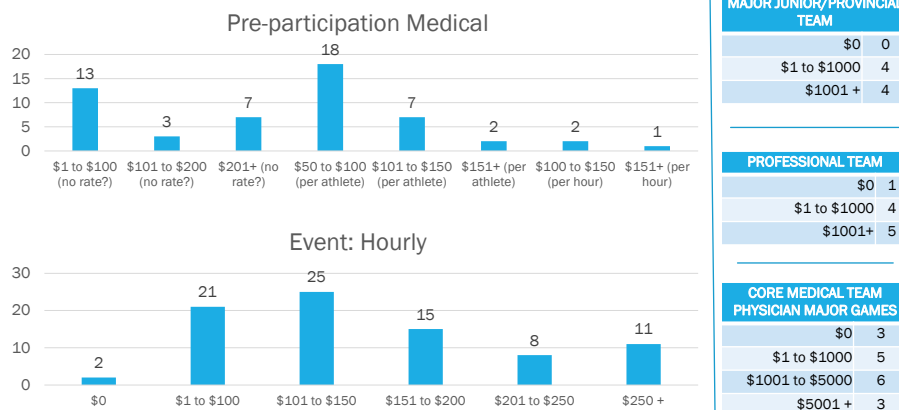
### QUESTION 10 – WHAT ARE YOUR FINANCIAL EXPECTATIONS FOR THE FOLLOWING (MEDICAL OFFICER RELATED)



Responses variable, but most based on time commitment- most often based off an hourly rate ranging from \$100-300/hour. Difficult to accurately assess. Time commitment likely under appreciated/valued.

13

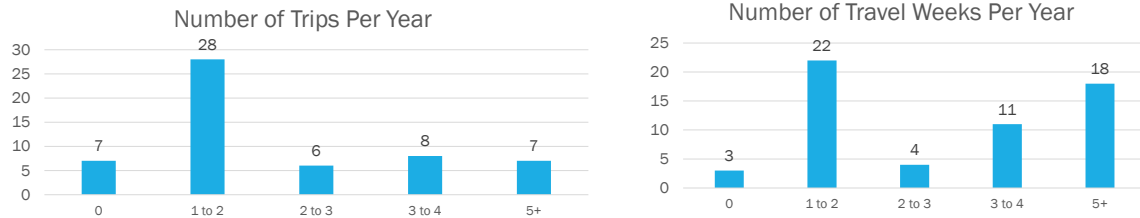
### QUESTION 10 – WHAT ARE YOUR FINANCIAL EXPECTATIONS FOR THE FOLLOWING (OTHER)



Professional team responses typically referred to per game coverage. Avg. \$1000/game

PPE- note some responses per athlete vs per hour.

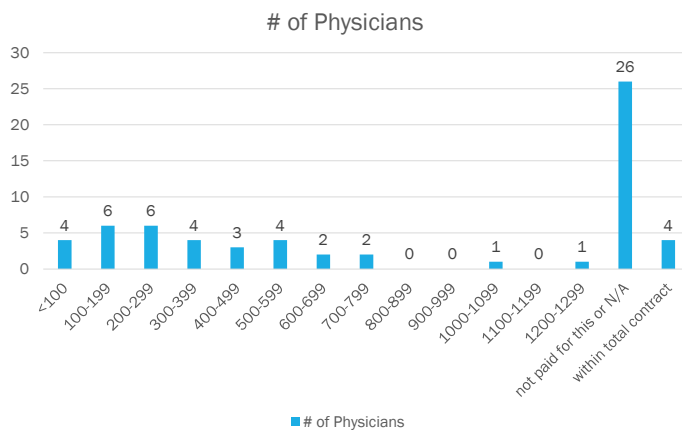
14

**Q11 IF YOU ARE A TRAVELLING TEAM PHYSICIAN PLEASE PROVIDE THE FOLLOWING DETAILS**

- 26/63 or 41% of physicians were either unpaid or did not respond to this question
- 23/63 or 36% < \$500/day

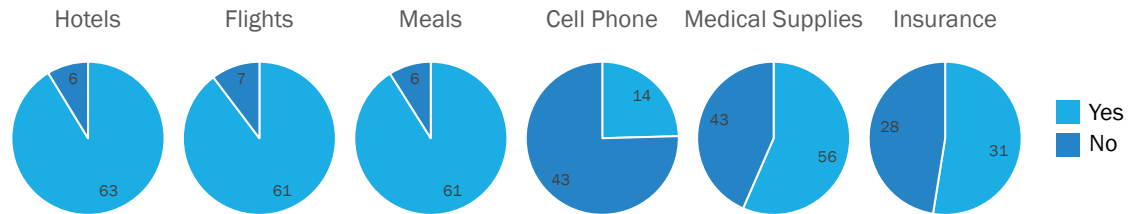
Text Box

15

**QUESTION #11 - PER DIEM INFO BY HAND**

16

### Q12 RELATING DIRECTLY TO THE QUESTION ABOVE, ARE THE FOLLOWING ITEMS PROVIDED

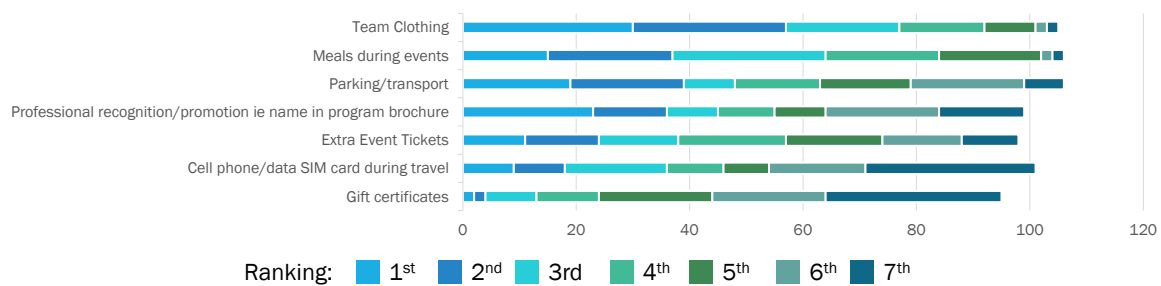


- Some other answers included: team clothing provided, Not applicable, Reimbursement methods in place for other expenses

Accommodation, flights and meals during travel were considered quite standard during events requiring travel

17

### Q13 PLEASE RANK, IN ORDER OF IMPORTANCE, THE FOLLOWING NON MONETARY OFFERINGS FOR SERVICES PROVIDED



18

## Q 14 COMMENTS ON THE SURVEY-57 COMMENTS!

- Themes:
- People very appreciative to have a template for contracts
- Many positive comments about the committee and need for the Position Paper and the Contract
- Resentment by many – feeling taken advantage of, or taken for granted, not compensated appropriately, loss of revenue, and many felt that we should be paid for our services-1 suggested that CASEM should not even advertise unpaid positions
- Survey comments: many said to divide up better next time to capture multiple differing roles-university, Olympic etc
- CJC Suggestion-Despite amazing job by Steve and Marni, we need to recruit a professional survey person next time to assist us in capturing all of this rich data in a manner that will allow easier data collection and analysis

19

## Q 15 THOSE REQUESTING SURVEY RESULTS AND MORE INFORMATION

- Yes-31.03%
- No-61.21%

20



[Click here](#) to see the contract as a separate document

## CONTRACT SUMMARY

### AGREEMENT FOR SERVICES (CONTRACTOR)

BETWEEN:

[**INSERT ORGANIZATION**] (Hereinafter "Organization")  
[Insert Address]

- And -

[**INSERT NAME**] (Hereinafter the "Contractor")  
[Insert Address]

**WHEREAS** the Parties have agreed to enter into an agreement for services and wish to reflect the terms of their agreement in writing;

**NOW THEREFORE** in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the Parties hereby agree as follows:

#### Representatives

1. The Parties acknowledge that the Contractor may employ or contract individuals ("Representatives") to fulfil the responsibilities of the Contractor as described in this Agreement.

#### Conditions Precedent

2. This Agreement is conditional upon the Contractor adhering to the Organization's policies for screening and must, per those policies, pass the screening process by obtaining the required criminal record check and/or submitting a screening declaration form or any other document as required by the Organization. The Organization, in its sole discretion and per its procedures for screening, will determine whether the results of such screening submissions require that the Organization not offer and/or rescind the offer of this agreement to the Contractor. The Contractor will resubmit or renew any screening documents at the request of the Organization.
3. This Agreement is conditional upon the Contractor maintaining and/or adhering to the Eligibility Qualifications described in **Appendix A**. The Contractor must submit any documents proving eligibility at the request of the Organization.

#### Responsibilities of the Contractor

4. The Contractor will have the deliverables and responsibilities as described in **Appendix A**.

#### Fees and Payments

5. The Organization will pay to the Contractor \_\_\_\_\_ dollars per hour **OR** a total amount of \_\_\_\_\_, plus applicable taxes.
6. When the Contractor travels or attends an event at the request of the Organization, the Organization will pay to the Contractor the following amounts:
  - a) The Contractor's hourly rate for hours worked + an additional amount of \_\_\_\_\_ per day, plus applicable taxes; **OR**

- b) An amount of \_\_\_\_\_ per day, plus applicable taxes; **OR**
- c) A total amount of \_\_\_\_\_, plus applicable taxes, for the duration of the time spent traveling and/or the time spent attending the event

- 7. The Organization will reimburse the Contractor for expenses incurred while the Contractor is travelling or attending an event at the request of the Organization, per **Appendix A**.
- 8. Consideration payable to the Contractor will be of a confidential nature and will not be discussed with any third parties.

#### **Term**

- 9. This Agreement will commence on the \_\_\_\_ day of \_\_\_\_\_, 202\_ and will terminate on the \_\_\_\_ day of \_\_\_\_\_, 202\_ unless earlier terminated pursuant to this Agreement.

**OR**

- 10. This Agreement will commence on the \_\_\_\_ day of \_\_\_\_\_, 202\_ and will continue indefinitely until terminated pursuant to this Agreement.

#### **Termination of Agreement**

- 11. Either Party may terminate this Agreement immediately if either Party goes into liquidation, insolvency, or has an administrator or receiver of its undertaking appointed.
- 12. Either Party may terminate this Agreement upon **thirty (30)** days written notice of its intention to terminate this Agreement, which will terminate accordingly.
- 13. Either Party may terminate this Agreement if there is a breach of the terms of this Agreement. In such case, written notice must be given to specify the breach and the Party receiving the notice will have five (5) days to remedy the matter.
- 14. In the event this Agreement is terminated, the Parties will pay all monies owed in accordance with this Agreement to the date of termination.

#### **Assignment, Agency and/or Partnership**

- 15. The Parties agree not to commit or purport to commit the other party to the payment of any money to any person, organization or corporation without the prior written consent of the Parties. The Parties will not assign, either directly or indirectly, any obligation or entitlement that it has under this Agreement without express written consent from the Parties.
- 16. Nothing in this agreement will be construed as making the Parties partners or in a joint venture. The Parties agree not to hold themselves out, as the agents of the other party and under no circumstance will either party have the authority to bind the other party or hold itself out to any third party as having such authority.

#### **Independent Contractor**

- 17. The Parties agree and acknowledge that the relationship intended by this Agreement is that of independent contractor.
- 18. The Contractor is not exclusive to the Organization. However, the Contractor shall not undertake any business, professional or personal activities, or pursuits that prevent the Contractor from performing the ser-

VICES under this Agreement to the best of their abilities, or that would otherwise detract from those obligations in any manner, or that, in the opinion of the Organization, would reflect adversely upon the Organization or its programs.

### **Confidentiality**

19. The Contractor covenants and agrees with the Organization:

- a) That they will not at any time disclose any Confidential Information to any legal person and will make no use whatsoever of any Confidential Information (other than in the ordinary and usual course of the services provided to the Organization) without the prior written consent of the Organization.
- b) That upon the Contractor ceasing to be contracted by the Organization, or at any other time upon the request of the Organization, the Contractor will immediately return any Confidential Information in their possession, including without limitation, hard and electronic copies and notes based thereon whether prepared by the Contractor or the Organization, to the Organization and will not retain any copies or other reproductions or extracts thereof.
- c) The Contractor must keep the confidential medical record for the length of time and in a manner specified by the Provincial College where they hold a license to practice medicine . If the medical record is a recognized electronic medical record owned by the Organization the Organization must keep the record and will be required to release in at legal request with permission by the Contractor.

20. “Confidential Information” means any information, and know-how concerning the past, present and contemplated services, products, processes, and procedures for and of providing, marketing, distributing and selling goods or services related to the business of the Organization, including, without limitation, information, knowledge or data relating to training programs, manuals, designs, compilation of information, data, databases, programs, plays, methods, techniques, equipment or machines, customer/member/registrant information, their **names, contact information, medical information**, preferences and skills.

### **Proprietary Rights and Intellectual Property**

21. The Organization hereby acknowledges and agrees that all Intellectual Property which the Contractor, from time to time, conceives, discovers, creates or makes, solely or jointly with others during their contract with the Organization is the sole property of the Contractor and the Organization will, at the Contractor’s request and expense, take all such steps requested by the Contractor to protect the property rights in such Intellectual Property.

22. The Organization will not use, reproduce or distribute such material or works, or any part thereof, without the express written consent of the Contractor.

23. “Intellectual Property” means ideas, concepts, works, discoveries, data, and information, whether patentable or not and whether subject to copyright or not, including, but not limited to, anything that constitutes Confidential Information and all products, devices, processes, methods, software, formulas and techniques or any other proprietary rights which relate in any manner to any aspect of any activities or prospective activities of the Contractor.

### **Insurance and Liability**

24. The Contractor will ensure they have adequate malpractice insurance (CMPA or equivalent) in force during the term of this Agreement. Any changes to the Contractor’s insurance status will be provided in writing to the Organization.

25. The Organization will include the Contractor as an additional insured to the Organization's general liability insurance policy relating to services provided by the Contractor not covered by the Contractor's malpractice insurance. Proof of such coverage will be provided to the Contractor at their request.
26. The Organization will indemnify and hold harmless the Contractor from and against any and all loss of, or damage to, property, or injuries to, or death of, any person or persons and will defend, indemnify and hold harmless the Contractor, or any of them, from any and all claims, damages, suits, costs, expenses, liabilities, fines, obligations, penalties, demands, actions or proceedings of any nature or kind whatsoever (including, without limitation, legal fees and disbursements) of or by anyone whosoever, resulting from, or arising out of, directly or indirectly:
- a) Medical services the Contractor is expected to provide that is not covered by the Contractor's insurance.

### **Dispute Resolution**

27. The Parties agree to submit any dispute they may have regarding this Agreement or its termination to mediation, the costs of which will be shared equally between the parties. If a mediated resolution of the dispute cannot be achieved within 30 days of initiating mediation, the parties agree to submit the dispute to binding arbitration before a mutually acceptable, independent arbitrator. The costs of the arbitration will be shared equally between the two Parties.

### **Notices**

28. Notices and correspondence required to be sent to any party in connection with this Agreement will be in writing and will be sent by post to the addresses listed above. Any change in address will be notified to the other party immediately. Notice will be deemed to have been given after the seventh day of the date of post for mail and the day of delivery for hand-delivery, facsimile or email.

### **Governing Law**

29. This Agreement will be interpreted in accordance with the laws of the Province of [insert location of Employer's registered office].

### **General**

30. The Parties have sought or obtained, or have had the opportunity to seek and obtain, independent legal advice concerning the matters in this Agreement, and execute this Agreement knowingly and voluntarily.
31. This Agreement constitutes the sole and entire agreement between the Parties, and supersedes any previous agreements, understandings and arrangements between the Parties. Any amendments hereto are enforceable only if in writing and signed by each of the Parties.
32. If any portion of this Agreement is deemed by any court of competent jurisdiction to be illegal or unenforceable, then the remaining provisions of this Agreement will remain in full force and effect notwithstanding.
33. This Agreement has been executed by an authorized signatory of each Party who is duly entitled to represent and bind the Party.
34. The termination of this Agreement, for whatever reason, will not terminate any provision which is expressly provided to continue in force after such termination.

**THE PARTIES HEREBY AGREE** to abide by the terms and conditions outlined in this Agreement.

**Contractor**

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**[INSERT ORGANIZATION]**

\_\_\_\_\_  
Name, position (print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## APPENDIX A - SCOPE OF SERVICES

### Eligibility

1. The Contractor must:

- a) Be a member in good standing with the Canadian Academy of Sport and Exercise Medicine and hold a Diploma of Sport Medicine OR be in the process of obtaining a Diploma of Sport Medicine within 2 years
- b) Should be in good standing with their provincial regulatory body
- c) Have a valid passport and be permitted to travel outside the country
- d) Have adequate malpractice insurance in place by CMPA or another accredited provider for malpractice insurance in Canada
- e) << insert other eligibility requirements such as ATLS >>
- f) Must not be working for another international sport organization at the same time as the term of this contract

### Duties

2. The Contractor will:

- a) Provide the services as a << insert role >>
- b) Complete the following duties: ( this could be a separate appendix )
  - i. << other duties >>
  - ii.
  - iii.
- c) Report to << individual >>
- d) Submit monthly invoices to the Organization OR paid unspecific dates as agreed by both parties

3. During time periods identified by the Organization (such as championship events), the Contractor will be 'on call' for 24 hours a day to provide or coordinate urgent services.

4. The Contractor will adhere to the Organization's policies for conduct and any other policy that is applicable to the Contractor. The Organization is responsible for providing to the Contractor all policies that apply to the Contractor.

### Location of Work

5. The Contractor will be required to work at the following locations:

- a) << location >>
- b) << location >>

6. The Organization will inform the Contractor in advance of the Contractor being required to work at other locations.

### Equipment and Materials

7. The Contractor is expected to provide the following equipment from his or her own equipment and materials when providing services to or for the Organization.

- a. << list equipment here >>

8. The Organization, at its discretion, may instruct the Contractor to use its equipment and/or materials. In this case, the equipment and materials shall be paid for by the Organization, belong to the Organization, and be returned to the Organization when the Agreement expires or is terminated.

- a. << list equipment here >>

9. The Contractor may request that the Organization purchase equipment or materials related to the provision of services. When purchased, this equipment and materials is the property of the Organization unless otherwise determined by the Organization in its sole discretion.
  - a. << list equipment here >>

#### **Hours of Work**

10. The Contractor will work varied hours to complete the Contractor's duties, which may require evening and weekend work.

#### **Travel**

11. The Organization may request that the Contractor travel to perform services for the Organization and/or attend an event. In these cases, the Organization will:
  - a) Inform the Contractor of the dates of the potential travel at the earliest opportunity
  - b) Books flights and accommodations, when required, for the Contractor
  - c) Reimburse the Contractor for expenses incurred for:
    - i. Meals (with receipts)
    - ii. Travel (with receipts)
    - iii. Incidentals (up to an allowable expense of \$50 per day with no receipt)
    - iv. Other expenses pre-approved by the Organization (with receipts)
  - d) << other travel provisions >>