



BEST PRACTICE GUIDELINES FOR PER DIEM WORK

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Preface

The NATA Young Professionals' Committee (YPC) formed a work group charged with developing Best Practice Guidelines for Per Diem Work.

The work group addressed the following areas: standard insurance coverage, state requirements, securing payment, components of a contract, constructing documentation, creating an emergency plan, assessing supply needs and obtaining consent.

The work group was comprised of ATs with various levels of experience and from diverse athletic training settings, including, college/university, secondary school, clinical/industrial, and education/academic.

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Section I: Introduction/Purpose of Document

This document should serve as a reference for all athletic trainers who are interested in per diem work and would like a comprehensive checklist of essential components to verify. It is still the duty of the individual AT to check all state and local legislation and scrutinize the terms of any per diem work assigned.

Section II: Personal Professional Liability Insurance

It is standard that an insurance policy will cover at least \$1 million with all claims covered up to \$3 million.

Ensure that each of the following are covered under the policy obtained:

- License protection
- Obtain Personal Professional Liability Coverage. Learn more about your liability as a health care provider: <https://www.nata.org/practice-patient-care/risk-liability>
- Sexual misconduct/abuse clause
- General liability
 - Ensure that the policy covers self-injury as well.

Section III: State Regulation and Scope of Practice

Obtaining licensure in the states you work in is mandatory. Here are a few things to consider when seeking a license:

- Find your state(s) regulatory boards here: <http://members.nata.org/gov/state/regulatory-boards/map.cfm>
- Some states offer reciprocity. It is up to the AT to find out if this is applicable.
- Consider the populations you are treating and find out if you need special clearance
 - (i.e. child abuse clearance) Do you need specific clearance to work with children in that state?

A license will afford ATs the following freedoms, as determined by individual state laws:

- Return-to-play decisions
- The upholding of state concussion laws
 - Every state has a concussion law. It is the responsibility of the AT to be knowledgeable about the details.
- Scope of practice allowed by state practice acts
 - Each state explicitly lists the parameters of scope of practice. Find your state in the link below:
 - <http://members.nata.org/gov/state/regulatory-boards/map.cfm>
- Physician Standing Orders (Does the state require these?)

Section IV: Negotiation of Payment

When deciding to provide per diem services consider and confirm the following factors prior to performing duties:

- What is the market rate for these duties in the location of the job?
- Who will pay for:
 - Supplies, mileage, food and gear?
 - What will be required for reimbursement? (receipts, credit card statements, etc.)
- What is the expected form of payment?
 - Cash
 - Check/direct deposit
- Are there any processing fees associated with payment for the job?
If so, how much and who is responsible for payment?
- What are the expectations for deadline of payment?
 - Immediately onsite following the job (preferred)
 - Within 14 days (customary)
- Is an invoice or timesheet necessary for payment?

Section V: Written Contracts

The purpose of a written contract is to avoid misunderstandings and clearly define the expected services. Outline the following parameters when creating a contract:

- Description of services and responsibilities
 - Who develops the EAP?
 - Include a copy of the EAP for the AT with the written contract
 - Clearly define who is responsible for providing the supplies (i.e. tape, first aid, cups, ice bags) and equipment (i.e. tent, treatment tables, crutches, AED, coolers, etc.)
- Definition of employment (i.e. Are you an independent contractor or employee?)
- Tax implications (Does the company take out taxes or is it the ATs responsibility?)
 - If the company does not take out taxes, then the AT is responsible to do so.
 - If the AT is paid in “Cash”, then it is the AT’s responsibility to report any taxable income.
 - If you are paid \$600 or more for services provided during the year, a [Form 1099-MISC](#) needs to be completed by the employer, and a copy of [1099-MISC](#) must be provided to the AT by January 31 of the year following payment.
- Scope of Practice (in agreement with your Standing Orders)
- What is the hourly pay rate, when will payment be made and how?
- What expenses will be covered for the AT? (i.e. mileage, meals, etc.)
- Insurances, licenses required
- Length of contract
 - What is the scheduled time for the AT to work the event?
- Termination (i.e. how to resolve disputes or arbitration)
- Payment policy for cancellations, delays, and late changes that frequently occur at sites.

Section VI: Documentation

Does the event have their own documentation forms that you are to use? For detailed instructions on proper documentation, follow the link below:

- <https://www.nata.org/sites/default/files/best-practice-guidelines-for-athletic-training-documentation.pdf>

Section VII: Emergency Action Plans

A fully formed Emergency Action Plan (EAP) with accompanying safety precautions is crucial to confirm prior to working. The following should be verified and/or determined:

- EAP on file. The NATA Position Statement can be found below:
 - <https://www.nata.org/sites/default/files/EmergencyPlanningInAthletics.pdf>
- There are varied laws about AED use from state to state. Discover the rules of operation in the state you plan to work in here:
 - <http://www.ncsl.org/research/health/laws-on-cardiac-arrest-and-defibrillators-aeds.aspx>
- What is the concussion policy at the event you are working? (Individual organizations' policies may be different from the state policy).
- Ratio of ATs at site (i.e. fields/courts/etc.)
- Secure contact info of all other staff included (fellow ATs, director of event, facilities manager, physicians)
- Weather policy and procedure: Who has the final call due to inclement weather? (i.e. lightning, snow, sleet, smoke/air quality, extreme heat/cold)
- Where can the AT access injured athlete's emergency contact and medical information?

Section VIII: Supplies and Equipment

Predetermine who is responsible for supplies and equipment.

- Emergency supplies
- Event-specific supplies
- Equipment- (i.e. AED, crutches, splints, coolers, ice, tents, tubs/tarps, methods to evaluate the weather in heat and lightning)

Section IX: Informed Consent to Treat

The recommendation is to have a document signed and in place prior to performing any services.

- Ask for a copy of the signed document completed by the patient/parent/legal guardian. Consult the “informed consent” section of the document below for more information about obtaining consent:
 - <https://www.nata.org/sites/default/files/best-practice-guidelines-for-athletic-training-documentation.pdf>

Section X: References

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