

# Model Contract for Health Care on Trekking and Expeditions for Doctors – Recommendation of the Medical Commission of the Union Internationale des Associations d’Alpinisme (UIAA)

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This suggested contract document attempts to clarify the rights and obligations of the tour operator (referred to herein as “organization”, OR), the ED and the EX to avoid trouble and misunderstandings during the trip.

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## Introduction: UIAA MedCom

The Medical Commission of the Union Internationale des Associations d’Alpinisme (UIAA, International Climbing and Mountaineering Federation) is the world umbrella organization which works on topics concerning medical prevention in mountain medicine in the broadest sense. It consists of delegates from the member countries. These delegates should be specialists in mountain and high altitude medicine. Actually the 43 delegates represent 25 countries. The recommendations of the commission aim to harmonise medical advice for mountaineers worldwide. Details may be found at [www.theuiaa.org/medical\\_advice.html](http://www.theuiaa.org/medical_advice.html).

## Introduction: Health Care on Trekking and Expeditions

Being an Expedition or Trekking Doctor (referred to herein as “Expedition Doctor”, ED) is more than being merely a member which advises others in case of a health problem during the trip and who may get a discount on organized trips! An ED has specific responsibilities, has to provide special skills, and must always accept responsibility for any diagnosis made, whether right or wrong. Both, the tour operator and the participants of the Expedi-

tion (referred to herein as “Expedition”, EX) have their individual and often conflicting interests to which the ED’s own mountaineering interests must also be added. However, to minimize the possible multiple risks associated with these conflicts of interest, the rights, obligations and prioritisation of medical and expedition scheduling should be made clear well in advance of the expedition. The following is a model text which may be adapted to an EX’s specific demands. In this text, EX includes the organizers of the trip, the expedition’s leaders and the participants.

## 1. Definitions

- “Expedition Doctor” (**ED**) is a person who is named by the participants or assigned by the organisation or tour operator to be responsible for health care during the trip.
- “Expedition” (**EX**) is any kind of group of people travelling in regions with low (health) infrastructure, irrespective of the style of travelling or of the target area (trekking, jungle expeditions, high altitude mountaineering etc.), irrespective of the size of the group and how the EX was organized (self-organized or by a tour operator).
- “Organization” (**OR**) means any professional organization, which is involved in the realization of the actual trip.

## 2. Rights and obligations of the ED

2.1. Doctor ... (name) is authorized in the practice of medicine in his/her country of residence/origin in accordance with the medical code and is prepared to provide medical care and supervision of the EX, organized by ... (name of organization,

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if any) between ... and ... (date of departure and return) with the objective of ... (insert objective). He/she has a sound knowledge of general medicine, sport medicine, high altitude medicine, emergency medicine, travel medicine and relevant infectious diseases and can provide the appropriate medical equipment.

2.2. The ED is charged with overseeing the medical and general health requirements, sport and altitude care of all EX's participants before and during and after the expedition in case of diseases related to the actual expedition. He/she carries the full medical responsibility for all concerned under the terms and conditions laid out here.

2.3. The ED's advice is to be taken into account in all matters related to the medical welfare of the group, as well by the leader(s) as by the participants and the OR (as detailed in 2.5.1 and 2.5.2). Where health risks are concerned, the leaders or OR have to make their ultimate decision based on the advice of the ED.

2.4. The ED himself has the responsibility to avoid every type of health risk (see also § 4.1) on behalf of all participants in the EX.

2.5. The ED is particularly concerned with the following areas of responsibility:

2.5.1. In the preparation phase

- Analysis of the route and climbing objectives of the group, the altitude profile, the local medical and search and rescue facilities and the epidemiology of diseases in the target area.
- Assessment of the physical fitness and state of health of each participant, including conducting or arranging for relevant prophylactic measures as necessary.
- Conducting or organizing any proper vaccinating programme for all participants.
- Implementing travel and tropical preventive hygiene guidelines.
- Plan and oversee individual training programmes.
- Create individual acclimatization programmes.
- Organizing an appropriate medical kit for the EX (medicines, bandages, instruments, laboratory equipment, emergency oxygen, etc.). This kit is unrelated to the personal medical kits of the participants which would include any personal prescription drugs, and this remains the responsibility of the individual participants themselves.
- Establishing the required number (if any), volume and type of oxygen bottles needed and whether such equipment is cold resistance tested and compatible with other emergency equipment on the EX (e.g. hyperbaric cham-

ber rescue bag, malaria patient testing kits, etc.).

- To ensure the competency and authority of the ED is not challenged before or during the EX, the ED should ensure the clients have all signed the EX document to confirm they accepted the regulations.

2.5.2. During the EX

- The ED oversees the travel and tropical hygiene requirements, the health and physical condition of each participant including their altitude adaptation. The ED's conclusions must be adhered to by all of the participants concerned, even if this should entail, for medical reasons, the withdrawal of individuals or all participants from the EX objective, a modification of the programme, or even the abandonment of the whole EX.
- In addition to his/hers medical experience as ED any ED should have adequate alpine experience. Any ED should be able to climb at least to the highest camp, if the route was prepared.
- The manner in which the medical care of the participants, porters, other local staff, and possibly the local population, is to be conducted, is the exclusive responsibility of the ED, with the support of the leader and the participants. For large expedition groups, the ED should establish and equip a medical tent at the base camp, where the provision of a dedicated two-way radio and the regular high-altitude control examinations of the participants can be carried out.
- The ED may participate in the alpine activities of the EX, but any injury or illness of a participant (including porters) takes absolute priority over the ED's personal climbing ambitions and – if possible – he/she should stay close to the injured or sick person at all time. In case of sick or injured people at different locations the ED decides with full responsibility and authority where his/hers presence is most required.
- In the event of an evacuation, the ED has the full responsibility as the person who is in charge of the operation. His/her decision must be followed by the EX members until the operation is finished. If there are persons who are more experienced in mountain rescue available, the ED can delegate tasks. The ED will always remain fully responsible for the medical care of the patients.

### 3. Rights and obligations of the leader(s) and OR

3.1. The group leader must, without exception, lend his immediate, unlimited support to the ED when requested to do so. The ED will insist on changes to the EX's schedule or priorities when health hazards must be avoided.

- 3.2. The OR is responsible for providing emergency equipment as established by the ED (see 2.5.1).
- 3.3. It is the OR's responsibility to ensure that the ED has an adequate insurance for malpractice or incidences which are in his responsibility during the EX. It must be sufficient for all incidences which may occur during the EX. The costs of this insurance are covered by the OR.
- 3.4. OR, leader(s) and all participants accept, that the care of the sick or injured must hold priority over all alpine activities. The OR is responsible to inform all participants about this agreement.
- 3.5. In case of serious illness or injury which needs immediate evacuation, the EX are to assist in the best possible way and accept the ED's authority throughout as rescue operation commander, whose decisions and consequent orders are to be complied with, even if they should block the alpine activities of the group for a while or if a cessation of the EX should be the consequence.
- 3.6. OR and leader(s) are informed and accept, that in case of the ED's temporary absence (e.g. to accompany a patient to the hospital) the ED cannot be held responsible for the consequences of illness or injuries during his absence. During the ED's absence the leader(s) and the whole EX should take special care for health and alpine safety. The ED is to return to the EX as soon as the circumstances allow. The OR is responsible to inform all participants about these facts.
- 3.7. The OR accepts that the work of the ED is a profession which needs special skills. Often the ED has to provide medical treatment of high quality in an uncomfortable and sometimes dangerous environment and sometimes the ED has to stop any personal alpine activities to assist people. In the case of a commercial EX this professional work is not a voluntary job! The conditions of a salary are clarified in appendix 1 (to be written by ED and OR) of this contract.
- 4.3. Every participant must inform the ED of problems in his/her medical history. The ED may further request medical records/documents relating to a participant from that participant's physician (e.g. G.P.s or previous medical expedition reports). The participants have an obligation to fully disclose to the ED any health problems he/she may have experienced on similar previous activities. All information shared with the ED is under medical regulation and strictly confidential. Where a conflict of interest arises between the responsibilities of the leader and the ED the latter should advise the leader with respect to medical confidentiality (or together with the patient and with his/her agreement).
- 4.4. Every participant should be informed and accept that in many mountain areas, due to differentially and often poorly-run local health systems, the medical care standards they are accustomed to in their home countries cannot be guaranteed, especially in case of emergency transports and hospital services. The ED has little influence on this situation.
- 4.5. Every participant is to report immediately to the ED any health disorder.
- 4.6. In most cases the ED will not have certification to fully practise their medical work in the country where the EX will travel to, i.e. the ED is not allowed to work as a "normal" physician. All participants must respect that the ED's primary work is to prevent health problems and to assist in case of medical emergency. The ED's ability to medically practise will be restricted according to the laws of the country visited.
- 4.7. It is the responsibility of each participant to provide a medical kit for his/her own personal use, including a sufficient amount of drugs needed to treat chronic diseases. If the individual suffers from such diseases (e.g. hypertension, asthma etc.), The continuation of this treatment, as recommended and prescribed by his/her doctor at home, is the full responsibility of the participant. Of course, in case of any unexpected problem, the ED shall be contacted.

#### 4. Rights and obligations of the EX

- 4.1. In his own interests and in those of the group, each participant of the expedition takes care to maintain the strictest and highest standards in his personal hygiene, health and physical fitness at all time during the EX.
- 4.2. All participants respect that all health matters are the full responsibility of the ED. His instructions, measures intended for the prevention of health risk and for the treatment of any sickness or injury should be accepted in their own interests.
- 4.8. Every participant must hold current and comprehensive travel and medical health insurance, including reimbursement of repatriation costs, emergency evacuation, and search and rescue costs. The participant must ensure that the type of travel insurance contract is appropriate to the individual trip. (Note: several contracts exclude EX!) The OR must receive a copy of the insurance policy from every participant before departure, so that the OR will can contact the relevant authorities in case of an emergency as quickly as possible. The EX should check whether the OR has fulfilled these obligations.

## 5. Locally employed porters and staff

Locally employed porters and staff should have the same standard of medical care as any other member of the expedition / trekking. It is the ED's responsibility to advise or assist the leader in any topic which touches the health and safety of local staff and porters.

## Additional remarks

1. It is strongly suggested that the OR clarify with the clients (written consent or part of the expedition / trekking contract) that the clients do not have the right to refund for the costs if the ED advice requires the evacuation or withdrawal from the EX of individuals for medical reasons.
2. It is strongly suggested that the local employed porters and staff have or get an adequate insurance which covers emergency evacuation and medical treatment (see § 5).

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### History of this recommendation paper

The first edition was published by F. Berghold (1996) as part of UIAA recommendation No. 8 (Emergency Treatment of Acute Mountain Sickness...). This has been updated in 2006 and 2008. The actual version has been approved in 2020 by written consent in lieu of a meeting.

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