Intermountain Health

Revised 6/2025

Clinical Faculty / Instructor

Annual Forms Packet

Please complete the following forms and return to your Student Programs representative.

A. Instructor Profile
B. Access and Confidentiality Agreement
C. Confidentiality Guideline
D. IP Agreement
E. Incident & Exposure Release of Liability
F. Orientation Checklist

Instructor Profile / Identification

Incomplete packets will be returned

Please Print

Date: _____ *(of packet completion and return)*

School: _____ **Program** *(nursing, dietetic, etc.)*: _____

Clinical license or healthcare certification: _____

Licensure abbreviation: _____
(cannot be education/diploma credentials or supplemental healthcare and/or professional certifications)

Assigned Intermountain facilities *(record all sites)*: _____

_____

Legal name: _____ _____ _____
First *Middle Initial* *Last*

Preferred first name *(if different from legal name)*: _____ **Suffix** *(if any)*: _____

Date of birth: _____/_____/_____

Gender: ☐ Male ☐ Female ☐ Not Disclosed

Last four digits of your Social Security number: _____ *(used for systems identification)*
or Non-US National Identifier *(if applicable)*: _____

Currently employed by Intermountain Health? ☐ Yes ☐ No
If yes, what is your username: _____
Employee number *(if known)*: _____

E-mail: _____ **Phone:** _____-_____-_____

Work-related cell phone: _____-_____-_____

Partial home address: City: _____ State: _____

Emergency contact: Name: _____
Phone: _____-_____-_____

NOTE: Upon completion of this profile, you will be provided an instructor ID badge. Instructor ID badges must be replaced 1) annually; or 2) if you are no longer providing student instruction. Please check with the Student Placement Coordinator for ID badge retrieval instructions for you and your students.

If you are also an employee of Intermountain, your employee ID badge should not be worn while you are functioning as an Instructor.

Intermountain Health

INTERMOUNTAIN HEALTH
ACCESS AND CONFIDENTIALITY AGREEMENT

SECTION 1.O. PURPOSE AND DEFINITION

1.1 **Purpose of this Agreement**. Federal and state laws, as well as Intermountain Health (Intermountain) policies, protect Confidential Information, assure that it remains confidential, and permit it to be used for appropriate purposes. Those laws and policies assure that Confidential Information, which is sensitive and valuable, remains confidential. They also permit you to use Confidential Information only as necessary to accomplish legitimate and approved purposes. You may need access to Confidential Information because you have one of the following roles:

A. An Intermountain Workforce member as defined by the Health Insurance Portability and Accountability Act (HIPAA), which includes volunteers (a "Workforce Member"); or
B. An Intermountain-affiliated or Intermountain-credentialed Provider (a "Provider"); or
C. A vendor or agent of IHC Health Services, Inc. (a "Vendor" or "Agent"); or
D. Any other authorized person who uses Intermountain resources and/or has access to Intermountain information (“Resource User”).

1.2 **Definition**. "Confidential Information" means data proprietary to Intermountain, other companies, or other persons, plus any other information that is private and sensitive and which Intermountain has a duty to protect. You may learn or access Confidential Information through oral communications, paper documents, computer systems, or through your activities at or with Intermountain. Examples of Confidential Information include the following information that is maintained by, or obtained from, Intermountain:

A. An individual's demographic, employment (except that this does not prevent individuals from discussing their terms and conditions of employment), or health information (including Protected Health Information);
B. Peer-review information;
C. Intermountain's business information, (e.g., financial and statistical records, strategic plans, internal reports, memos, contracts, peer review information, communications, proprietary computer programs, source code, proprietary technology, etc.); and
D. Intermountain's or a third-party's information (e.g., computer programs, client and vendor proprietary information, source code, proprietary technology, etc.).

SECTION 2.0. YOUR DUTIES UNDER THIS AGREEMENT

2.1 **Principal Duties**. To qualify to access or use Confidential Information, you will comply with the laws and Intermountain policies governing Confidential Information. Your principal duties regarding Confidential Information include, but are not limited to, the following:

A. Safeguard the privacy and security of Confidential Information;
B. Use Confidential Information only as needed to perform your legitimate and Intermountain-approved responsibilities. This means, among other things, that you will not:
    (1) Access Confidential Information for which you have no legitimate need to know.
    (2) Divulge, copy, release, sell, loan, revise, alter, or destroy any Confidential Information except as properly authorized within the scope of your legitimate and Intermountain-approved responsibilities; or
    (3) Misuse Confidential Information.
C. Safeguard, and not disclose, any Intermountain username and password, access codes, or any other authorization that allows you to access Confidential Information. This means, among other things, that you will:
    (1) Accept responsibility for all activities undertaken using your Intermountain username and password, access codes, and other authorization; and
    (2) Report any suspicion or knowledge that you have that your Intermountain username and password, access codes, authorization, or any Confidential Information has been misused or disclosed without Intermountain's permission (Report this suspicion or knowledge to the Intermountain Compliance Hotline at 1-800-442-4845, or, if you are a member of Intermountain's Workforce, to your supervisor or facility compliance officer.);
D. Not remove Confidential Information from an Intermountain facility unless necessary for your legitimate and Intermountain-approved responsibilities (If removal of Confidential Information from an Intermountain facility is necessary, you will use reasonable and appropriate physical and technical safeguards-such as encrypting electronic Confidential Information or ensuring Confidential Information is not left in plain sight in a car.);
E. Report activities by any individual or entity that you suspect may compromise the confidentiality of Confidential Information (To the extent permitted by law, Intermountain will hold in confidence reports that are made in good faith about suspect activities, as well as the names of the individuals reporting the activities.);
F. Not use or share Confidential Information after termination of your role that triggered the requirement to sign this Agreement (For example, if you are a Workforce Member, when you leave Intermountain's Workforce; if you are a Provider, when you lose your privileges at an Intermountain facility or your privileges to access Confidential Information; and if you are a Vendor or Agent, when you finish your assignment or project with Intermountain or when your company stops doing business with Intermountain, whichever is first.); and
G. Claim no right or ownership interest in any Confidential Information referred to in this Agreement.

SECTION 3.0. VIOLATION OF DUTY - CHANGE OF STATUS

3.1 **Responsibility**. You are responsible for your noncompliance with this Agreement.

3.2 **Discipline**. If you violate any provision of this Agreement, you will be subject to consequences, including but not limited to, the following:

A. If you are a Workforce Member, dismissal as a member of Intermountain' s Workforce, loss of employment with Intermountain, termination of your ability to access Confidential Information, and legal liability;

B. If you are a Provider, Vendor, Agent, or Resource User, discipline, including revocation of your ability to access or use Confidential Information, and legal liability.

3.3 **Relief**. Any violation by you of any provision of this Agreement will cause irreparable injury to Intermountain that would not be adequately compensable in monetary damages alone or through other legal remedies, and will entitle Intermountain to the following:

A. If you are a Workforce Member, Vendor, Agent, or Resource User, preliminary and permanent injunctive relief, a temporary restraining order, and other equitable relief in addition to damages and other legal remedies; or

B. If you are a Provider, a court order prohibiting your use of Confidential Information except as permitted by this Agreement, and Intermountain may also seek other remedies.

3.4. **Authority**. Intermountain may terminate your access to Confidential Information if your status as a Workforce Member, Provider, Vendor, Agent, or Resource User changes, if Intermountain determines that to be in the best interests of Intermountain' s mission, or if you violate any provision of this Agreement.

SECTION 4.0. CONTINUING OBLIGATIONS

4.1 **Continuing Obligations**. Your obligations under this Agreement continue after termination of your relationship with Intermountain as a Workforce Member, Provider, Vendor, Agent, or Resource User.

Printed Name: _____

Signature: _____ Date: _____

Confidentiality Guideline for Clinical Instructors

Summary of Intermountain Health's Privacy Policies

Protecting patients' privacy has always been an ethical requirement at Intermountain Health. It is also a federal law that care providers protect and use patient information only for certain purposes. As a clinical instructor working with students in Intermountain Health's facilities, we require that you abide by our privacy practices. If you have questions about Intermountain Health's privacy practices, please contact Intermountain Health's Corporate Compliance Hotline at 1-800-442-4845.

Handling Protected Health Information

Protected Health Information includes all medical, billing, and payment records that identify patients. Paper records, electronic records, and oral communication can contain protected health information. Failure to properly protect patient information may result in:

- Verbal or written warnings.
- Legal liability for yourself, your educational institution/employer, and/or Intermountain Health.

We Do

- Follow Intermountain Health procedures for the release of protected health information.
- Limit the sharing of protected health information by taking precautions such as not having conversations about a patient in public areas.
- Keep medical, billing and payment records in secure areas or on secure computer systems.
- Ask questions when we are not sure if it is appropriate to release information.

We Don't

- Share patient information unless it is for legitimate business or patient care purposes.
- Share more health information than is appropriate for the situation.
- Share passwords.
- Use data that identifies a specific patient in a presentation.
- Access patient records unless we have a legitimate assignment to do so.
- Make copies of protected health information unless authorized to do so.
- Use personal cell phones to photograph patients.
- Share information about patients, even non-identified patients, with family members, friends, or on social media sites.

Patients' Rights

- Federal regulations define specific patient rights. To follow these regulations, Intermountain:
- Ensures that a patient can get copies of Intermountain Health's Notice of Privacy Practices that explains how we may use and share protected health information and the patient's rights.
- Allows patients to inspect and obtain a copy of their health information as permitted by law.
- Accommodates requests by patients in how they want us to communicate with them.
- Allows patients to seek a restriction on the use of their protected health information by Intermountain.
- Allows patients to request additions or corrections to their health information.
- Tracks occasions when we share protected health information outside of Intermountain Health for certain purposes and provide a list of these disclosures to a patient on request.
- Provides a patient with the contact information for Intermountain Health's Privacy Office and/or the U.S. Department of Health and Human Services when an individual wishes to file a complaint.
- Informs the patient if there is a breach of their protected health information.
- Will not take action against a patient who files a legitimate privacy related complaint with us or the U.S. Department of Health and Human Services.

Intermountain Health

I acknowledge I have read and understand this document:

_____
Clinical Instructor's Name (printed)

_____ _____
Signature Date

_____
School Affiliation

Intellectual Property Agreement

1. **Assignment of Intellectual Property.** If and to the extent the undersigned clinical faculty/instructor of an affiliated academic institution (the "Clinical Faculty"), alone or with others, invents, authors, writes, delivers, or creates any inventions, improvements, technology, ideas, works of authorship, derivative works, computer programs, content, methods, processes, or other work product in connection with any employment, engagement, services, or project with or for Intermountain Health, or on Intermountain Health time, or with the use of any tangible or intangible property, information technology, data, biological materials, intellectual property, funds or resources of Intermountain Health (all of the foregoing being referred to as "Inventions"), then the Clinical Faculty agrees to assign, and hereby assigns, to Intermountain Health all patent rights, copyrights, trade secrets and other intellectual property and proprietary rights of the Clinical Faculty in and to the Inventions.

2. **Work Made for Hire.** Any Invention that is a work of authorship will be a "work made for hire" if and to the extent it is eligible for such status under applicable copyright law, and in such case Intermountain Health will be the "author" and original copyright owner of such work.

3. **Disclosure of Inventions.** Clinical Faculty will fully and promptly disclose the Inventions and "works made for hire" under Sections 1 and 2 above to Intermountain. The Clinical Faculty will follow the then-current guidelines and processes of the Invention Management Office for submitting Invention Disclosure Forms for Inventions.

4. **Cooperation and Assistance.** The Clinical Faculty will cooperate with and assist Intermountain Health, at its expense and as reasonably requested by it, in the protection, defense, and enforcement of the patent rights, copyrights, trade secrets, proprietary rights and other intellectual property subject to assignment under Section 1 and the copyrights to works of authorship under Section 2. This cooperation and assistance will include, without limitation, the signing of further assignments, affidavits, declarations, notices, oaths and other documents, the disclosure of further information, and cooperation and assistance with the preparation, filing, prosecution, issuance, maintenance, defense and enforcement of patent applications, patents, copyright applications, and copyright registrations. This Agreement or a notice or summary of any assignment under this Agreement may be recorded or filed by Intermountain Health with the U.S. Patent and Trademark Office, the U.S. Copyright Office or any other government agency or ministry, and the Clinical Faculty will cooperate therewith as reasonably requested by Intermountain Health and at its expense.

5. **Intellectual Property Policy and Guidelines.** The Clinical Faculty will comply with and respect the then-current intellectual property policy and guidelines of Intermountain Health.

6. **Acknowledgment.** The Clinical Faculty confirms that this Agreement and the assignment and other provisions in this Agreement and their enforcement are supported by good and adequate consideration, the receipt of which is acknowledged.

_____

Clinical Faculty (print full name)

_____

Clinical Faculty (signature)

_____

Date

Intermountain Health

Revised: 4/2025

Clinical Faculty / Instructor Training Release of Liability

to be submitted to Intermountain Health
prior to Commencing any Required onsite Training Activity

Clinical Faculty/Instructor Name: _____ Phone #: _____

Name of School/Institution: _____ Phone #: _____

School/Institution Training Program: _____

Facility(ies): _____

My initials signify I have read, understand, and agree with the following:

_____ initial — I understand that there are inherent potential health risks associated with participation with a Student onsite educational experience ("Training Program") in the clinical learning environment at Intermountain Health; ; these risks remain and/or may be increased as they relate to, but are not limited to, injuries, unintended accidents, and communicable disease exposure (e.g., tuberculosis, HIV, covid-19, etc.). In consideration of being allowed to participate in a Training Program at Intermountain Health I do hereby waive, release, and forever discharge Intermountain Health and its officers, agents, employees, representatives, executors, and all others from any and all responsibilities or liability from injuries or damages from my participation in the Training Program. I do also hereby release all of those mentioned and any others acting upon their behalf from any responsibility or liability for any injury or damage to myself, arising out of or connected with my participation in the Training Program.

_____ initial — I understand I may choose not to, or, am unable to resume the Training Program due to personal or health issues.

_____ initial — I understand that I am only permitted to resume the Training Program if I do not have symptoms of illness and receive approval by Intermountain Health.

_____ initial — I understand that if I develop symptoms of illness, I must contact Intermountain Health and must comply with all directions related to Intermountain Health infectious disease protocols. I must also simultaneously contact my respective School/Institution's representative.

_____ initial — I understand my right to disease testing and how to access/receive appropriate testing in the event I develop symptoms suggestive of a communicable disease infection. I also understand that I may be responsible for any costs associated with such testing.

_____ initial — I agree to comply with the policies and procedures, including health screening practices, for entry into any Intermountain Health facility.

_____ initial — I understand and agree that if I have participated in recent activities* that place me at increased risk for a communicable diseases exposure and subsequent infection, I might be required to complete a period of quarantine in accordance with current CDC, Utah Department of Health, or Intermountain policies prior to participating in any Training Program.

*Examples include, but are not limited to: unprotected close contact with individuals who have a communicable diseases infection; unprotected close contact with individuals with an unknown communicable diseases' status (such as during extended travel); unprotected close contact with extended family members or social acquaintance; among other activities with potential risk for a communicable diseases exposure.

_____ initial — I understand that while in the clinical environment at Intermountain Health, I must follow the safety measures and infectious disease protocols such as appropriate hand hygiene at all times.

_____ initial
If required for the Training Program, any PPE provided by the School/Institution or myself (i.e. masks) must be approved prior to use by Facility Infection Prevention or Industrial Hygiene teams.

_____ initial
If contagious disease known or as required by Intermountain, I understand that when examining patients, I must ask them to wear a mask or cover their nose and mouth.

_____ initial
I attest that I have or will complete any and all approved training required by Intermountain Health.

_____ initial
I understand that failure to comply with Intermountain Health's policies, procedures, expectations, training, and practices outlined in this document will automatically suspend me from participating in a Training Program at Intermountain Health.

_____ initial
I understand any exception to this document needs approval by Intermountain Health.

Signature of Clinical Faculty/Instructor: _____ Date: _____

Intermountain Health

Revised: 6/2025

Clinical Faculty / Instructor Orientation
- Checklist -

If you are involved with patient care or access PHI as a means to assist students with clinical education at an Intermountain Health facility, you are considered Clinical Faculty and must complete certain educational requirements before performing these functions. This is an accreditation requirement of The Joint Commission for Intermountain hospitals.

Each educational component is designed to help you become aware of and familiar with the unique environment associated with Health. The title of each educational component is noted below. The content for each component is found in the *Clinical Faculty* orientation booklet provided to you by an Intermountain representative.

As you review this booklet, please check the appropriate box to the left of the educational title.

- ❑ Intermountain Health policies, including: mission vision values; roles and responsibilities; professional image
- ❑ Patient Rights and Responsibilities
- ❑ Cultural Diversity, Equity and Inclusion
- ❑ Environmental Safety
- ❑ Employee Health
- ❑ Hazardous Materials
- ❑ Corporate Compliance
- ❑ Privacy and Security (HIPAA)
- ❑ Quality Assessment Performance Improvement
- ❑ Always Safe
- ❑ Patient Safety Goals (NPSG)
- ❑ Event Reports / Incident Reports
- ❑ Workplace Violence / Harassment

_____

Clinical Faculty (print full name)

_____ _____

Clinical Faculty (signature) Date