

Intermountain Healthcare
ACCESS and CONFIDENTIALITY AGREEMENT
for VOLUNTEER, STUDENT, RESIDENT/FELLOW and INTERN

SECTION 1.0. Purpose and Definition

- 1.1 **Purpose of this Agreement.** Federal and state laws, as well as Intermountain’s 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. As a volunteer, student, resident/fellow or intern (a “Student/Volunteer”), you may need access to Confidential Information.
- 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, or 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 functions. 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 functions; or
 - (3) Misuse Confidential Information;
 - C. Safeguard, and not disclose, your access code 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 access code and other authorization; and
 - (2) Report any suspicion or knowledge that you have that your access code, 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 to your supervisor or facility compliance coordinator.);
 - D. Not remove Confidential Information from an Intermountain facility unless necessary for your legitimate and Intermountain-approved functions (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.);
 - 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 triggering the requirement to sign this Agreement (For example, when your volunteer or learning experience ends); 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 discipline, including but not limited to, revocation of your ability to access or use Confidential Information, the termination of your relationship with Intermountain, 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 preliminary and permanent injunctive relief, a temporary restraining order, a court order prohibiting your use of Confidential Information except as permitted by this Agreement, and other equitable relief in addition to damages and other legal remedies.
- 3.4 **Authority.** Intermountain may terminate your access to Confidential Information if your status Student/Volunteer 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 Your obligations under this Agreement continues after termination of your status as a Student/Volunteer.

Printed Name: _____

Signature: _____

Date: _____

Student/Trainee Confidentiality Guideline

Summary of Intermountain Healthcare's Privacy Policies

Protecting patients' privacy has always been an ethical requirement at Intermountain Healthcare. It is also a federal law that care providers protect and use patient information only for certain purposes. As a student or trainee in Intermountain Healthcare's facilities, we require that you abide by our privacy practices. If you have questions about Intermountain Healthcare's privacy practices, please contact your instructor or Intermountain Healthcare'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.
- Suspension or expulsion from your educational institution (if student).
- The termination of your educational experience or training at Intermountain.
- Legal liability for yourself, your educational institution (if student), employer (if professional trainee), and/or Intermountain Healthcare.

We Do

- Follow Intermountain Healthcare 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 Healthcare'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 Healthcare for certain purposes and provide a list of these disclosures to a patient on request.
- Provides a patient with the contact information for Intermountain Healthcare'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.



I acknowledge I have read and understand this document:

Student Name (printed)

Signature

Date

School Affiliation

Intermountain Healthcare Student IMMUNIZATION Requirements

These requirements may be revised as mandated by the Centers for Disease Control and Prevention (“CDC”) or Intermountain Healthcare. Student will provide documentation of immunizations immediately upon request by Intermountain.

1. Tuberculosis screening requirements. One of the following is required:
 - (a) 2-step TST (two separate Tuberculin Skin Tests, aka PPD tests) is placed no sooner than seven (7) days apart and no longer than twelve (12) months apart. The last TST should be completed at the time the Student begins their rotation at an IHCHS Facility.
 - (b) One (1) QuantiFERON Gold blood test with negative result.
 - (c) One (1) T-SPOT blood test with negative result.

If previously positive to any TB test, Student must complete a symptom questionnaire and have a chest x-ray read by a radiologist with a normal result. If chest x-ray is abnormal, the Student needs to be cleared by their physician or local health department before beginning their rotation at an IHCHS Facility.
2. Measles (Rubeola), Mumps and Rubella requirement. One of the following is required:
 - (a) Proof of two (2) MMR vaccinations.
 - (b) Proof of immunity to Measles (Rubeola), Mumps, Rubella through a blood test.
3. Tdap requirement:
 - (a) Proof of one (1) Tdap vaccination after age ten.
4. Varicella (Chicken Pox) requirement. One of the following is required:
 - (a) Proof of two (2) Varicella vaccinations.
 - (b) Proof of immunity to Varicella through a blood test.
5. Flu Vaccination requirement:
 - (a) Proof of current, annual influenza vaccination.
6. Hepatitis B. The Hepatitis B series should be offered to anyone who is at risk for an occupational exposure, which is defined as someone with a reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious materials that may result from the performance of their duties. One of the following should be performed:
 - (a) Documentation of three (3) Hepatitis B vaccinations and blood test with “Reactive” result.
 - (b) Documentation of three (3) Hepatitis B vaccinations given more than 8 weeks prior to start date with no documented blood test results (no blood test is required, but a baseline titer should be run immediately if the person has a significant exposure to blood or body fluids).
 - (c) Blood test with “Reactive” result.
 - (d) Documentation of six (6) Hepatitis B Vaccinations with blood test result of “Not Reactive” (this person is considered a “Non-Responder”).