

Conflict of Interest Policy

Policy Statement

Intermountain employees will not engage in outside activities that will create an actual or apparent Conflict of Interest with the work or mission of Intermountain unless such activities have been disclosed, reviewed, approved, and/or had specific controls put in place by Intermountain management to manage the potential conflict.

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Scope

IHC Health Services, Inc. , SelectHealth, Inc.

Definitions

Confidential Information - Data that Intermountain, other companies, or other persons believe to be proprietary, private or sensitive and to which Intermountain has a duty to protect. Confidential information includes, but is not limited to the following: 1) Patients (e.g., medical records, conversations, admittance information, patient financial information, protected health information, or personally identifiable information etc.); 2) Employees (e.g., salaries, employment records, disciplinary actions, etc.); 3) Intermountain business (e.g., financial and statistical records, strategic plans, internal reports or memos, policies, procedures, agreements and contracts, peer review information, communications, proprietary computer programs, source code, proprietary technology, etc.); and 4) Third party information (e.g., computer programs, client and vendor proprietary information, source code, proprietary technology, etc.)

Conflict of Interest - A situation in which an individual's financial, professional, or other personal considerations may directly or indirectly affect, or have the appearance of affecting, an individual's professional judgment in exercising any Intermountain duty or responsibility, including the conduct or reporting of Research. A situation that may appear to fit these criteria but has been duly disclosed, reviewed, and was either approved as is, or has had specific controls put in place to manage the potential conflict in accordance with this policy will not be deemed to constitute a "Conflict of Interest".

Closely Related Family Member - Means a person related by blood, adoption, or marriage as father, mother, husband, wife, son, daughter, or any other direct lineal ancestor or descendant: sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law, domestic partner, or someone living in the same household.

Financial Interest - Anything of monetary value, whether or not the value is readily ascertainable.

Investigator - The principal investigator / project director, co-principal investigators and any other persons (research personnel) who are responsible for the design, conduct, or reporting of Research, educational or service activities funded - or proposed for funding - by an external sponsor.

Proprietary Information - Information owned by a company or person. Examples of proprietary information include patents, trademarks, copyrighted materials, trade secrets, and confidential information.

Research - A systematic investigation designed to develop or contribute to the generalized knowledge relating broadly to public health, including behavioral and social-sciences Research.

Significant Financial Interest - Exists and is related to the research when the Significant Financial Interest could be affected by the PHS funded research, or is in an entity whose Financial Interest could be affected by the research. Further, a Significant Financial Interest means: (1) A Financial Interest consisting of one or more of the following interests of the Investigator (and those of the Investigator's spouse, dependent children, or any combination) that reasonably appears to be related to the Investigator's institutional responsibilities: a. With regard to any publicly traded entity, a significant financial interest exists if the value of any remuneration received from the entity in the 12 months preceding the disclosure and the value of any equity interest in the entity as of the date of disclosure, when aggregated, exceeds: \$5,000. For purposes of this definition, remuneration includes salary and any payment for services not otherwise identified as salary (e.g., consulting fees, honoraria, paid authorship); equity interest includes any stock, stock option, or other ownership interest, as determined through reference to public prices or other reasonable measures of fair market value; or b. With regard to any non-publicly traded entity, a significant financial interest exists if the value of any remuneration received from the entity in the 12 months preceding the disclosure, when aggregated, exceeds \$5,000, or when the Investigator (or the Investigator's spouse or dependent children, or any combination) holds any equity interest (e.g., stock, stock option, or other ownership interest); or c. Intellectual property rights and interests (e.g., patents, copyrights), upon receipt of income related to such rights and interests. (2) Investigators also must disclose the occurrence of any reimbursed or sponsored travel (i.e., that which is paid on behalf of the Investigator and not reimbursed to the Investigator so that the exact monetary value may not be readily available), related to their institutional responsibilities; provided, however, that this disclosure requirement does not apply to travel that is reimbursed or sponsored by a Federal, state, or local government agency, an Institution of higher education as defined at 20 U.S.C. § 1001(a) an

academic teaching hospital, a medical center, or a research institute that is affiliated with an Institution of higher education. Pursuant to Intermountain's Conflict of Interest policy, the institutional official(s) will determine if further information is needed, including a determination or disclosure of monetary value, in order to determine whether the travel constitutes a FCOI with PHS-funded research. (3) The term "Significant Financial Interest" does not include the following types of Financial Interests: salary, royalties, or other remuneration paid by the Institution to the Investigator if the Investigator is currently employed or otherwise appointed by the Institution, including intellectual property rights signed to the Institution and agreements to share in royalties related to such rights; any ownership interest in the Institution held by the Investigator, etc .

Provisions

- 1 Intermountain employees owe a duty of loyalty to Intermountain and may not use the employee's position to profit personally or to assist others in profiting in any way at the expense of Intermountain.
- 2 Intermountain employees and researcher must comply with this policy and applicable procedures and provide the appropriate documentation as requested.
 - 2.1 At its sole discretion, Intermountain may apply this policy to independent practitioners who work at Intermountain facilities or entities.
- 3 Employees will regulate his or her activities so as to avoid actual impropriety or the appearance of impropriety that might arise from the influence of those activities on business decisions of Intermountain, or from disclosure or private use of Intermountain's data, business affairs, or plans. If an employee has a question about a potential conflict of interest, the employee should contact their supervisor or the Human Resources Department at their facility.
- 4 Personal Use of Corporate Assets
 - 4.1 Employees are expected to refrain from converting assets of the organization to personal use. The property and business of the organization shall be conducted in a manner designed to further Intermountain Healthcare's interest rather than the personal interest of an individual employee.
 - 4.2 Employees are prohibited from the unauthorized use or taking of Intermountain Healthcare's equipment, supplies, materials or services.
 - 4.3 Prior to engaging in any activity on company time that will result in remuneration to the employee or the use of Intermountain Healthcare's equipment, supplies, materials or services for personal or non-work related purposes, employees shall obtain the approval of the appropriate business unit manager or other Intermountain Healthcare management.
- 5 Outside Business Activities
 - 5.1 Intermountain employees and researchers must refrain from entering into any personal business activity or arrangement that may create a conflict or a competition with Intermountain.
 - 5.2 Intermountain employees must disclose each of the following activities on the Conflict of Interest Disclosure Statement if engaged in by the employee or by any Closely Related Family Member of the employee:
 - 5.2.1 Serving as a director, manager, or employee with any firm that is a customer, vendor, or competitor of, or a sponsor of Research activities at, Intermountain.
 - 5.2.2 Becoming involved as a vendor, representative of a vendor, or sponsor in any business transactions with Intermountain. If any such transaction is contemplated, the employee must disclose the following information to their Department Manager and the Office of Research (if relevant):
 - the personal interest of the employee or the employee's Closely Related Family Member, and
 - a description of proposed transaction, including all relevant information.
 - 5.2.3 Additional employment outside of Intermountain.
 - 5.2.4 Participating in the review, approval, or administrative control of contracts or business relationship between Intermountain and a business in which the employee or a Closely Related Family Member has an interest.
- 6 Outside Financial Interests
 - 6.1 The following list will serve as a guide, though not a complete guide, to the types of activities that might cause Conflicts of Interest:
 - 6.1.1 Ownership in or employment by a company that does business with Intermountain without the approval of the employee's supervisor. This does not apply to stock or other investments in a publicly held corporation if the value of the stock or other investments does not exceed 5% of the corporation's stock. (After reviewing relevant facts, Intermountain may permit ownership interests that exceed this amount if management

concludes such an ownership interest will not adversely impact any Intermountain business interest or the judgment of the employee);

- 6.1.2 Representation of Intermountain by an employee in any transaction in which that person or a Closely Related Family Member has a substantial personal interest;
- 6.1.3 Disclosure or use of Intermountain's Confidential, Proprietary, or inside Information for personal profit or advantage of the employee, a Closely Related Family Member, or a third-party;
- 6.1.4 Direct or indirect employee competition with Intermountain in business investment opportunities or in the purchase, sale, or ownership of property or property rights or interests.

7 Services for Competitors/Vendors

- 7.1 Without the prior approval of their supervisor, no employee may do either of the following:
 - 7.1.1 perform work, render services, or serve as a director, officer, or consultant for any competitor of Intermountain or for any organization with which Intermountain Healthcare does business or that seeks to do business with Intermountain outside of the normal course of the employee's Intermountain employment; or
 - 7.1.2 permit any organization to use the employee's name in any fashion that might indicate a business connection between Intermountain and that organization.
- 7.2 Employees engaged in a paid activity by a vendor must disclose that activity to their supervisor and avoid participating in any decision regarding Intermountain's selection to use that vendor's product (e.g., Advisory Boards or product consultation).

8 Service on Organization Boards

- 8.1 While not all-inclusive, the following serves as a guide to an employee who participates on a board of a non-Intermountain organization.
 - 8.1.1 An employee must obtain approval from the employee's supervisor before serving as a member of the board of any organization whose interests may impact or conflict with those of Intermountain.
 - 8.1.2 An employee who is asked, or seeks to serve on the board of any organization whose interest would not impact or conflict with those of Intermountain (for example, civic, charitable, fraternal and so forth) will not be required to obtain such approval.
 - 8.1.3 An employee must disclose on Intermountain's Conflict of Interest Statement the employee's service on every board on which the employee serves.
- 8.2 Intermountain retains the right to prohibit an employee's membership on any board where that membership might conflict with Intermountain's best interests.

9 Outside Consulting or Speaking Activities

- 9.1 Outside organizations may invite Intermountain management and professional employees to lecture or provide consulting services. Intermountain employees may accept these opportunities if the following conditions are met:
 - 9.1.1 the employee's department manager preapproves the employee's consulting or speaking activities;
 - 9.1.2 the employee may not present Intermountain's or any third party's Confidential or Proprietary Information, or information that is management-sensitive;
 - 9.1.3 the employee understands and acknowledges that he/she is speaking or consulting on their own behalf and not on behalf of Intermountain unless specifically directed otherwise by their supervisor;
 - 9.1.4 an employee's consulting arrangements cannot allow access by a third-party to Intermountain's data, Intermountain resources, its intellectual property (*Intellectual Property Policy*), and its Research.
 - 9.1.5 An employee who has received permission from the employee's supervisor may participate as a faculty member or speaker at an educational program or function. Payments received for outside speaking activities should be given to Intermountain to be used to cover travel expenses paid for by Intermountain if appropriate. Once Intermountain's costs have been covered, any balance may be kept by the speaker.
 - 9.1.6 Without the prior written approval of Intermountain's Vice President over Research, no employee or researcher may relinquish rights to any intellectual property that is in any way related to that person's work at or for Intermountain. Intellectual property includes, but is not limited to, patents, trademarks, copyrights, and trade secrets, as well as data, biological samples, images, software, inventions, and discoveries. (Refer to the *Intellectual Property Policy*.)
- 9.2 If an employee takes time off from scheduled work time to consult or speak by invitation, the employee must obtain prior approval from their department manager. The department manager must determine if the request for time off is reasonable and that it will not

significantly impair the employee's ability to perform his or her Intermountain job. Time off taken to consult or speak outside of Intermountain is either approved Paid Time Off or Approved Un-paid time off, depending on the employee's earned time.

- 9.3 An employee will not use Intermountain supplies, resources, or support services to prepare for non-Intermountain consulting or speaking activities without the prior approval of the employee's department manager and an arrangement for Intermountain's reimbursement.
- 9.4 When a nonexempt employee participates in an Intermountain-approved consulting or speaking activity that directly relates to that employee's Intermountain employment, the employee will be paid for these hours.

10 Gratuities and Gifts

- 10.1 No employee may accept any salary, retainer, expense allowance, stock or stock options, or any other form of compensation from any non-Intermountain source for the performance of his or her duties as an employee of Intermountain.
- 10.2 An Intermountain employee may not directly or indirectly accept loans, goods, services, rebates, gifts, travel, lodging, entertainment, or any other form of preferential treatment from a non-Intermountain organization for the performance of his or her prescribed Intermountain responsibilities. Similarly, an Intermountain employee may not conduct his or her prescribed Intermountain responsibilities in any manner contrary to Intermountain's best interests, but an Intermountain employee may accept conventional business courtesies, such as lunches, mementos, or modest entertainment.
- 10.3 Employees should ask their immediate supervisor about the appropriateness of an offered courtesy. (Refer to the *Supplier Relations Policy*.)

11 Research

- 11.1 The Institution and Investigators submitting applications for funding and/or participating in Public Health Service funded research, which includes the National Institutes of Health, must comply with 42 CFR 50 Subpart F for grants and with 42 CFR Part 94 for Contracts.
- 11.2 Members of the Intermountain community may not review, approve, or administratively control contracts, grants, clinical trials, or other business relationships related to Research in which the person or a Closely Related Family Member of the person has a Significant Financial Interest or is employed by the sponsor of the Research or the technology that could be affected by the outcome of the Research.
- 11.3 Institutional Review Board (IRB) members may not participate in the initial or continuing review of any project in which the member has a conflicting interest, except to provide information requested by the IRB (45 CFR 46.107(e)). This would include:
 - 11.3.1 A member who is the Principal Investigator (PI) or an investigator who intends to participate in the protocol;
 - 11.3.2 An Investigator who designed and/or wrote the protocol;
 - 11.3.3 An Investigator who has a prominent role in the national development or oversight of the study;
 - 11.3.4 An Investigator who will be involved in the analysis and/or publication of the data obtained under the protocol, and
 - 11.3.5 An Investigator who will enroll or have enrolled subjects into the study.
- 11.4 Each Investigator and all of the Investigator's personnel must disclose any circumstance that may have an impact on the Research design, conduct, or reporting.
- 11.5 For PHS funded research, follow the Financial Conflict of Interest Research Procedure disclosure process.

12 Conflict of Interest Reporting, Review, and Resolution

- 12.1 Intermountain employees are required to complete a Conflict of Interest Disclosure Statement when hired, and when otherwise requested.
 - 12.1.1 Designated Intermountain Healthcare employees and individuals must complete a Conflict of Interest Disclosure Statement each year.
 - 12.1.2 Office of Research staff, IRB members, and researchers must disclose Conflicts of Interest on the appropriate form(s) when requested.
 - 12.1.3 All individuals are expected to complete a new disclosure form when a relevant change of circumstances occurs (e.g., new outside job or financial interest, new position at Intermountain, etc.)
- 12.2 Managers review disclosures of outside interests/activities and determine if a Conflict of Interest exists.
- 12.3 A manager who cannot resolve a Conflict of Interest situation alone may consult with the Compliance Department, Human Resources, the Office of Research, and the Director of Intermountain Invention Management as needed. Individuals in these departments will guide a manager through an analysis to determine whether a conflict exists, and how to resolve it if it does.

- 12.4 Managers and others may consider the following factors, among others, in evaluating an interest or activity for a potential or actual Conflict of Interest:
 - 12.4.1 Whether the activity or interest may interfere with the employee's job performance or responsibilities;
 - 12.4.2 Whether the employee has access to confidential information that may be affected by the Conflict;
 - 12.4.3 Whether the Conflict may interfere with other employees' job performance, responsibilities, or morale;
 - 12.4.4 Whether the Conflict may have an adverse or beneficial impact on Intermountain or on its patients, physicians, healthcare personnel, suppliers, vendors, or other constituency groups;
 - 12.4.5 Whether the Conflict would enhance or support a competitor's position;
 - 12.4.6 The extent to which the Conflict would result in financial or personal benefit to the employee;
 - 12.4.7 Whether the conflict would compromise the scientific integrity of any Research or clinical trial conducted at Intermountain, and
 - 12.4.8 Past Conflict-of-Interest decisions.
 - 12.5 When a Conflict of Interest exists, Intermountain may resolve the Conflict by pursuing remedial options, including the following:
 - 12.5.1 Manage the Conflict of Interest through public disclosure, monitoring of activity, or recusal;
 - 12.5.2 Minimize the Conflict of Interest through modifying the work plan for the conflicting activity or limiting participation in it.
 - 12.5.3 Eliminate the Conflict of Interest by not participating in the conflicting activity, divest the interest that creates the Significant Financial Interest, or sever the relationship causing the Conflict of Interest.
- 13 Conflict of Interest Policy Violation
- 13.1 An employee who violates this policy may be subject to appropriate disciplinary action, including termination.

Exceptions

Exceptions to this policy must be approved by the Vice President of Business Ethics and Compliance and, when Research is involved, the Vice President of Research.

Primary Sources

- 45 CFR 46.107 (e)
- 42 CFR 50 Subpart F
- 45 CFR Part 94

Secondary Materials

- [Supplier Relations Policy](#)
- [Code of Ethics Handbook](#)
- [Financial Conflict of Interest Research Procedure](#)
- [Financial Conflict of Interest CME Policy](#)
- [Contract Disclosure Specialty Pharmacy Policy](#)

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Reasonable efforts will be made to keep employees informed of policy changes; however, Intermountain Healthcare reserves the right in its sole discretion to amend, replace, and/or terminate this policy at any time.

Intermountain Healthcare is an At-Will Employer. The terms of this policy do not, either directly or indirectly, constitute any form of employment contract or other binding agreement between any employee and Intermountain.

Contact Intermountain Healthcare's Legal Department for questions.