

## **SOCIAL MEDIA POLICY OF (PRACTICE NAME)**

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In recent years, social networking sites and blogs such as Facebook, YouTube and Twitter have become part of our culture. Social networking sites and blogs can be a tremendous source of information and entertainment. Unfortunately, they can also be misused. Below follows (PRACTICE NAME)'s Social Media Policy. This policy is now in effect. The main thing for employees of (PRACTICE NAME) to remember about social networking sites and blogs is that the same basic policies apply in these spaces as in other areas of their lives. The purpose of this policy is to help employees understand how (PRACTICE NAME)'s policies apply to these newer technologies for communication.

### **A. EXTENT OF POLICY**

This policy is not intended for Internet activities that are not associated with (PRACTICE NAME). (PRACTICE NAME) believes that any communication referencing (PRACTICE NAME)'s employees and patients is information associated with (PRACTICE NAME). This policy does not apply to Internet activities that are purely personal in nature.

### **B. TECHNOLOGY COVERED BY THIS POLICY**

Because of the emerging nature of social media platforms and blogs, this policy does not attempt to name every current and emerging platform. Rather, the policy applies to those listed as examples below and to other platforms available and emerging including social networking sites and sites with user generated content. Examples of such platforms include: 1) Twitter, 2) Facebook, 3) MySpace, 4) YouTube, 5) Yelp.com, 6) RateMDs.com, and 7) Angie's List.

### **C. POLICY FOR ON-LINE PROFESSIONAL OR PERSONAL BEHAVIOR AND ACTIVITIES**

1. You are prohibited from posting any content that is Protected Health Information including patient images on any social media site or blog.
2. You are prohibited from using any social media site or blog to provide medical advice or medical commentary which in any way references (PRACTICE NAME) or your employment with (PRACTICE NAME).
3. You agree that you will not violate any local, state, or international laws, and regulations, including but not limited to copyright and intellectual property laws regarding any content that you transmit (by uploading posting, e-mailing or otherwise) that is unlawful, disruptive, threatening, profane, abusive, harassing, embarrassing, impinges upon another person's privacy, racist, hateful, defamatory, libelous or otherwise objectionable as solely determined by (PRACTICE NAME) and at (PRACTICE NAME)'s discretion.
4. You are prohibited from impersonating any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity.

5. You are prohibited from transmitting any material (by uploading posting, emailing or otherwise) that you do not have a right to make available under any law or contractual or fiduciary relationship.
6. You are prohibited from attempting to collect, collecting and/or storing personal data about (PRACTICE NAME)'s employees or patients without their prior written consent.
7. You are prohibited from endorsing any product or service or take any action that may be construed as political lobbying, solicitation or discuss political campaigns, take an issue on a position of any legislation or law in a manner that implicates, connotes, or references (PRACTICE NAME).

#### D. VIOLATION OF SOCIAL MEDIA POLICY

Violation of any portion of (PRACTICE NAME)'s Social Media Policy is inappropriate and may result in disciplinary action up to and including termination of employment. Any violation of this policy should immediately be reported to (NAME – COMPLIANCE OFFICER).

You agree that any claim dispute relating to your posting of any content on a social media platform or blog on the Internet shall be construed in accordance with the laws of the State of (PRACTICE STATE) without regard to its conflict of law provisions and that you agree to be bound and subject to the exclusive jurisdiction of a local, State or Federal Courts located in (PRACTICE STATE).

You shall defend, indemnify, and hold (PRACTICE NAME)'s and its respective officers/ directors, employees, successors and assigns, harmless from and against any and all losses, claims, damages, settlements, costs, and liabilities of any nature whatsoever (including reasonable attorney fees) as a result of or in any way connected with your posting of any content to a social media platform and/or blog.

#### E. POLICY AMENDMENTS

This Policy may be updated from time to time. To remain compliant, (PRACTICE NAME) suggests that you review its Social Media Policy at regular intervals. Any questions or concerns relating to this Social Media Policy or amendments to it should be directed to (PRACTICE NAME).

#### F. TERM OF POLICY

This Policy is effective immediately and survives termination of employment with (PRACTICE NAME).

SO AGREED AND UNDERSTOOD THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

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[EMPLOYEE]