

# Social Media Policy for Heywood Healthcare

The healthcare industry, like many other industries, has embraced the use of Internet Sites, Social Media and Blogs. Social Media sites and Blogs facilitate communication, education, collaboration with others, research, business travel, remote work, etc. Heywood Healthcare (Heywood) embraces the new opportunities for engagement available for those in our community through the interaction of visitors to our Social Media sites and is dedicated to providing a platform for online information and conversations. For the purposes of this policy, Social Media is defined as an on-line social structure made up of individuals or organizations that are tied by one or more specific types of inter-dependency, such as values, visions, ideas, financial exchange, friendship, business operations, professional exchange, etc. Social Media includes, but is not limited to, sites such as Facebook, Linked-In, MySpace, YouTube, and Twitter. The Internet provides a wide array of resources, services, and interconnectivity to the Heywood Healthcare community.

However, there are risks associated with inappropriate Internet access and use which must be addressed through appropriate safeguards, policies and practices, education and training, and appropriate corrective action when necessary. Monitoring appropriate use of the Internet by employees is a joint responsibility of the organization's leadership, information technology (IT) support staff, and human resources leaders. To enjoy and participate in our Social Media sites, your review and compliance with our Social Media Policy below is required. It is important to review our Social Media Policy on a regular basis since updates may occur at any time and you will be required to comply with our Policy as it is in effect at each usage of our Social Media sites. Heywood Healthcare may discontinue any Social Media site or website without notice at the discretion of the administrative team.

While we may respond to comments on our social media sites, we often do not do so for a variety of reasons. If you have questions, comments or concerns about Heywood Healthcare's social media sites or our Social Media Policy, please contact Community Relations at (978) 630-6248 .

## **Terms of Usage**

The Social Media Policy of Heywood Healthcare applies to all social media platforms used by Heywood including, but not limited to, Facebook, Linked-In, MySpace, YouTube, Foursquare and Twitter, and any web sites or blogs sponsored in part or in whole by Heywood Healthcare.

By viewing and/or posting on any Heywood Healthcare Social Media Site, you agree to our terms of usage in the same manner as if you had signed a written agreement containing these terms. If you do not agree to these terms, you may not view or post any content to any Heywood Healthcare Social Media Site. Heywood Healthcare does not endorse any products or services, opinions, advice, views or content available on any wholly or partially sponsored social media site, and provides only that content expressly acknowledged by Heywood Healthcare as content it has provided.

# Social Media Policy for Heywood Healthcare

1. We encourage your communications on the Heywood Healthcare Social Media Sites, but require that you follow our terms of usage. At any time, we reserve the right to:
  - 1) monitor, restrict, block, terminate or otherwise impact your access without notice in our sole discretion;
  - 2) and edit or delete postings in our sole discretion whether or not the communications are in breach of our Social Media Policy.
2. You must be 18 years of age or older to post any content to any Heywood Healthcare Social Media Sites.
3. Information on Heywood Healthcare Social Media Sites is publicly available. We caution you against the sharing of any of your personally identifiable information, including protected health information and, if you do so, you do so at your own risk and with the understanding that you are providing such information on a public site. Any communication of, or posting of, patient protected health information and/or patient images is strictly prohibited. Any communication or posting of personally identifiable information or protected health information of others is also strictly prohibited.
4. You acknowledge that information or communications available on Heywood Healthcare Social Media Sites is not a substitute for medical advice from a physician. You are not permitted to seek or provide medical advice through the use of any Heywood Healthcare Social Media Sites and/or recommend or make referrals to physicians. If you need assistance in locating a physician, you may contact Heywood Community Relations at 978-630-6248.
5. **You access all Heywood Healthcare Social Media Sites at your own risk. You expressly acknowledge the inherent risks associated with sending data over, posting content on, or relying upon information available on the internet and assume all responsibility for your access or use of Heywood Healthcare Social Media Sites, any reliance by you on any such access or use or information available to you as a result of your access or use, and any third party access to, use of or reliance upon information or content posted by you. You acknowledge that Heywood Healthcare is not responsible or liable for the content available through links on Heywood Healthcare Social Media Sites, any loss or claim arising out of the use of any Social Media Site or information obtained from usage of any such Site. Heywood Healthcare expressly disclaims any responsibility or liability for your access or use of any Heywood Healthcare Social Media Sites, your reliance on any information available thereon or thereby and any third party use of information related to your access or use or content posted by you.**

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6. You agree that you will comply with all applicable federal, state, local and foreign laws, regulations and guidance (“Laws”), including, but not limited to, Laws related to healthcare, privacy, internet usage, and copyright and intellectual property rights. You further agree that you will not post any content or transmit any material which is unlawful, torturous, defamatory, or obscene or constitutes an invasion of privacy, disclosure of confidential information, infringement of the intellectual property rights of a third party, or which violates in any way the rights of third parties or is otherwise objectionable, due to its disparaging, embarrassing, abusive or other objectionable nature. You agree that you will not submit material that is promotional in purpose or in the nature of a solicitation, whether in the form of “spam” or otherwise, and that you will not submit materials which contain any software viruses or code or programs designed to disrupt or tamper with the functionality of computer processes. You further agree that you will not transmit or attempt to collect personal or proprietary data of others.

7. You agree to indemnify, defend and hold harmless Heywood Healthcare, its affiliates, and each of their respective officers, directors, employees, contractors, agents, successors and assigns from any claims, losses, damages or liabilities of any nature whatsoever, including reasonable attorney’s fees, arising from or related to your access, use or reliance upon or your posting of any content on any Heywood Healthcare Social Media Sites, your violation or infringement of any rights of third parties or your breach of this Social Media Policy.

8. By posting content to any Heywood Healthcare Social Media Site, you grant Heywood the irrevocable right to reproduce, distribute, publish, and display content posted by you and to edit and modify such content and create derivative works from and otherwise use your submissions for any purpose. For example, but, without limitation, you authorize Heywood Healthcare to use the information you post in ways which support the hospital’s purposes, including, but not limited to, support for our mission, on our websites and social media platforms, in presentations to others about Heywood’s activities, and in materials about Heywood provided to others through brochures, publications or otherwise. You further authorize Heywood Healthcare to use any photographs you post in a similar manner and without restrictions.

9. Heywood Healthcare reserves the right to monitor, restrict, block, terminate or otherwise impact your access at any time without notice in our sole discretion and edit or delete postings in our sole discretion whether or not the communications are in breach of the Heywood Healthcare Social Media Policy. You acknowledge that Heywood Healthcare may, in its sole discretion, disclose your postings and activities to any third party or governmental authorities, whether in response to judicial orders, warrants, subpoenas, or otherwise, whether required by law or disclosed in Heywood’s sole discretion to protect the interests of Heywood Healthcare. You agree that Heywood Healthcare shall have no liability for any actions it takes with respect to your access, use or posting of content to Heywood Healthcare Social Media Sites.

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10. You agree that any claim or dispute shall be resolved in accordance with the laws of the State of Massachusetts without regard to conflict of law principles that would result in the application of any law other than the law of the State of Massachusetts, to be subject to the exclusive jurisdiction of the Massachusetts State Courts or any Federal Court of the United States sitting in Boston, Massachusetts, and that venue is proper in such courts.

11. You agree to be transparent and truthful with respect to your postings. You will not impersonate another or fail to disclose an affiliation, sponsorship or financial relationship which, if known, would reasonably impact or influence another person's impression or understanding of your posting. You will make no use of any Heywood Healthcare Social Media Site for product or service endorsements or for any type of political lobbying, solicitations, contributions or commentary, or to create access to sites for any such purposes.

12. This Social Media Policy may be updated at any time and the updated policy will be applicable to any subsequent access by a user. You are responsible for reviewing and complying with the Heywood Healthcare Social Media Policy as it is in effect at all times.

*Last updated on 12/11/13*