



Policies and Procedures

Policy MFMR22	Social Media Policy
Effective Date:	07/01/2024
Reviewed/Revised Date:	
PEC Approval Date:	12/23/2023
References:	Covenant Policy – Social Media (Covenant HR.SC.119; HR.EE.075)

Purpose

To provide guidance regarding use of social media and other electronic communication.

Definition

As used in this policy, "social media" is defined as any form of electronic communication, including any means of communicating or posting information or content on the Internet, including to any individual's blog, journal or diary, personal website, social networking or affiliate site. Web bulletin board or chat rooms, whether or not associated or affiliated with Methodist and Covenant Health. This includes, but is not limited to, Facebook, Instagram, Twitter, Snapchat, YouTube, LinkedIn, Reddit, Tik Tok, and any personal website or blogging sites.

Policy

Communications in the online community produced by Covenant staff must be consistent with Methodist's Code of Conduct, policies, procedures, and applicable law, including laws concerning the use and disclosure of protected health information, privacy, confidentiality, security, trade secrets, civil rights, harassment, copyright, and trademarks. Before creating online content, carefully read the principles for appropriate use of social media enumerated in this policy.

1. Unless specifically authorized by Covenant Health for work-related purposes, access or use of social media is not permitted during working time on any devices, equipment, telecommunications or information services, or internet services. Additionally, Covenant e-mail addresses may not be used to register on social networks, blogs, or other online tools utilized for personal use.
2. Due to patient privacy expectations and concerns, information should not be posted about a patient on any social media platform or online forums without written authorization, even if the patient is not specifically identified by name. This includes posting information about the care environment (i.e., scheduling, referrals, outcomes, etc.) that could potentially reveal protected health information (PHI) about a patient. Such posts could violate the patient's right to privacy and result in violation of applicable law, including the Health Information Portability and Accountability Act ("HIPAA") Privacy Rule. Patient information may not be accessed, used, disclosed or discussed except in the performance of legitimate business or treatment activities.

3. Communications in the online community produced on behalf of Methodist/Covenant Health must come from the health system's Marketing/Public Relations team. Staff should not post on behalf of Methodist/Covenant Health unless express permission by an authorized individual is given in advance. Individuals should not represent themselves as spokespersons for Methodist/Covenant Health and must avoid implications or suggestions that their views are those of Methodist/Covenant Health, associated physicians, or suppliers.
 - a. All contacts with media on behalf of Methodist/Covenant Health must be coordinated through Covenant Health's Marketing/Public Relations department and the health system's Media Relations team.
 - b. Never state or imply that you are representing the views of Methodist/Covenant Health unless Covenant has specifically appointed you as a public representative of Methodist/Covenant Health. Unless you are authorized to respond officially on behalf of Methodist/Covenant Health, be clear that you are speaking/posting only as an individual and not on behalf of Methodist/Covenant Health.
4. If an individual does identify themselves as a staff member on social media, the electronic communication should contain a disclaimer that any opinions expressed are solely those of the individual and do not reflect the views of Methodist/Covenant Health. A disclaimer does not protect the individual from possible disciplinary action as a result of posting inappropriate content.
5. As to blogs, bloggers are personally responsible for their commentary and can be held liable for commentary that is not legally protected and considered defamatory (i.e., untrue), obscene, proprietary, or libelous by any offended party.
6. Do not create a link from your blog, website, or other social networking site to a Methodist/Covenant Health website without identifying yourself as a staff member.
7. Unless specifically authorized by Methodist/Covenant Health in writing, Covenant contractors/vendors/students or other providers of goods and service may not post or enter via online social media any business information about Covenant.
8. Special requirements apply to publishing promotional content online (i.e., content designed to endorse, promote, sell, or advertise, or otherwise support a business online). Unless specifically authorized by Covenant Health in writing, do not advertise on behalf of or publish any promotional content about Methodist/Covenant Health or its affiliates.
9. Methodist/Covenant Health logos, symbols, letterheads, insignia, pictures, or other material may be copyrighted or trademarked. Individuals must respect all copyright and other intellectual property laws. It is critical that you show proper respect for the laws governing copyright, fair use of copyrighted material owned by others, trademarks and other intellectual property, including Methodist/Covenant Health's own copyrights, trademarks, and brands.
10. Cell phones are to be used for personal purposes only while on break and in non-work areas. Additionally, use of social media while on break should not occur in patient care areas, patient floors, waiting areas, clinic lobbies, or other patient areas.
11. Sharing information about Methodist/Covenant Health's patients, or business secrets or other confidential business information on any social media site is strictly prohibited. Staff must maintain the confidentiality of Methodist/Covenant Health trade secrets and may not post information about Covenant Health, including business strategies, pricing, financial information about Methodist/Covenant Health or its affiliates or departments, performance or outcome related information and commercial contracts. Do not post internal reports or business-related confidential communications, including "trade secrets," which may include information regarding the development of systems,

processes, products, services, know-how and technology. Respect financial disclosure laws; it is illegal to communicate or give a "tip" on inside information to others so that they may buy or sell stocks or securities.

12. Do not post any knowingly and maliciously false information about Methodist/Covenant Health, its affiliates, or fellow staff members.
13. Anything posted online is public information with no inherent privacy rights for the individual posting the material. Anything posted on a personal website, blog, chat room, social networking site or other such venue that breaches patient confidentiality or which violates Methodist/Covenant Health's harassment or non-discrimination policies may be a basis for disciplinary action.
14. Methodist/Covenant staff should carefully read all applicable policies, including the Covenant Code of Conduct, anti-harassment and anti-discrimination policies, the employee relations philosophy, HIPAA policy on authorizations to release protected health information, the confidentiality, compliance and use of information policy, and general HIPAA policies. The same principles, guidelines, policies and basic beliefs while engaged in work-related activities apply to online activities conducted away from work. For example, harassment, bullying, discrimination or retaliation that would not be permissible in the workplace is not permissible online, even if it is done after hours, from home, or on personal devices. Methodist/Covenant Health reserves the exclusive right to decide what is offensive or disruptive. Remember that you may resolve work-related issues by speaking directly with an individual, GME department, manager, or by using Covenant's internal reporting process.
15. Unlawful conduct or conduct that adversely affects job performance or the performance of co-workers, medical staff members, or contractors/vendors, or that adversely affects patients, may result in disciplinary action, up to and including termination. Methodist/Covenant Health encourages reports of any violations or possible or perceived violations of these policies to a supervisor, to Human Resources, or to Integrity-Compliance. Covenant Health prohibits taking negative action against an individual for reporting a possible violation of this policy or for cooperating in an investigation of the same.

Covenant Health Facility: Methodist Medical Center of Oak Ridge Residency Program

**Consent to Photograph, Videotape, Film, or Any Other Means of Recording that Captures Images
or Sounds and to Use and Disclosure of the Same**

1. Subject: Resident of Methodist Medical Center of Oak Ridge
2. Consent I hereby consent to and authorize the Facility and its representatives and designees to photograph, videotape, film, or by other means record me (the "Recordings") and use and disclose the Recordings for the purpose described below.
3. Purpose I understand and agree that the Recordings shall be used and disclosed for the Facility's (and/or its related organizations') public relations, publicity, advertising, or promotional activities. If I am a current or former patient, I have also completed and signed a separate form of Authorization that allows the Facility to use and disclose the Recordings for the purposes described in such Authorization.
4. Venues I understand and agree that the Recordings may be used for multiple applications, such as print, broadcast media, or on Covenant Health-sponsored Internet Sites.
5. Ownership; Compensation I understand and agree the Facility and/or its related organizations shall be the sole owner of all rights to the Recordings, whether in original format or as edited, subtitled, narrowed, or otherwise altered from time to time, and I understand and agree that I shall have no ownership, copyright, license, or any other property interest whatsoever in the Recordings. I further understand and agree I will not receive any compensation relating to the Recordings (e.g., for the making of the Recordings, for the live or subsequent broadcast of the Recordings, or for the use, disclosure, sale or transfer of the Recordings in any way by Facility or its agents, successors or assignees). I waive any and all rights I may have to any claims for payment or royalties in connection with any exhibition, televising, or other showing of the Recordings, regardless of whether such exhibition, televising, or other showing is under philanthropic, commercial, institutional, or private sponsorship, and regardless of whether a fee of admission, sale price, or rental fee is charged.
6. Release In consideration of the opportunity to appear in the Recordings, I hereby release Facility and its related organizations (including Covenant Health), and their directors, officers, employees, and agents, from any liability arising from the making, use, and disclosure of the Recordings. In addition, I understand that dissemination of Recordings for authorized marketing purposes may involve unencrypted e-mail transmissions to media outlets at the outlet's request, and I release Facility and its related organizations and representatives from any liability arising from unencrypted media communication channels.
7. Expiration This consent will expire in six (6) years unless I provide an alternate expiration date or event.

Signed this _____ day of _____, 20 _____. Print Name: _____

Signature: _____