



Manual:	Health Information Management
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**POLICY: SOCIAL NETWORKING**

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**PURPOSE:** The purpose of this policy is to set forth the HealthNet, Inc. (“HealthNet”) guidelines for appropriate use of Internet social networking by HealthNet workforce members.

**SCOPE:** All HealthNet Associates. All managers are responsible for implementation and consistent application of this policy.

**EXCEPTIONS:** None

**DEFINITIONS:**

- A. **Blog (Blogging)** – a contraction of the term “weblog”. It is a type of website, usually maintained by an individual with regular entries of commentary, description of events, or other material such as graphics or video.
- B. **Internet Social Networking or Social Networking Sites** – generally Internet sites that provide a variety of ways for users to interact, such as e-mail, instant messaging, posting informational web pages, and picture exchange services. Common Internet Social Networking sites are Facebook, Twitter, *Flickr*, *YouTube*, *FourSquare* and *MySpace*.
- C. **Malware** – malicious unwanted software designed to infiltrate a computer without consent. Malware includes computer programs known as viruses, worms, and spyware.
- D. **Phishing Schemes** – criminally fraudulent attempts to acquire sensitive information such as usernames, passwords, and credit card information.
- E. **Spyware** – a type of Malware that is installed on computers and collects information about users without their knowledge. It can be responsible for breaches of confidential information and a source of identity theft.

## **POLICY STATEMENTS:**

- A. HealthNet recognizes Internet Social Networking is a common way for people to interact socially and professionally. HealthNet workforce members may participate in Social Networking and Blogging about HealthNet and IU Health on their own time, subject to guidelines outlined in this policy.
- B. HealthNet reserves the right to restrict or limit access to the Internet.
- C. HealthNet has publicly-facing pages on Internet Social Networking Sites for certain HealthNet business purposes. HealthNet-sponsored Internet sites to be created by associates should be pre-approved in writing through HealthNet's Development/Marketing Department.
- D. HealthNet workforce members have an ongoing obligation to protect the privacy and confidentiality of HealthNet's families and patients even when not at work. The sharing, therefore, of any information regarding HealthNet work on the Internet needs to be carefully considered as most Internet Social Networking sites are public.
- E. HealthNet workforce members must adhere to HealthNet policies and procedures related to patient privacy, confidentiality, information security, and code of conduct at all times when using the Internet. A comprehensive list of related policies is referenced [below](#).
- F. In some instances, Social Networking sites such as Twitter and Facebook have been used for posting information during or related to specific clinical procedures of delivery of health care; such public postings should be conducted only with the prior, written, and specific consent of HealthNet administration, the patient, and the health care team involved.
- G. Participation on Social Networking sites carries the potential for breach of information through Malware and Phishing Schemes. Extra caution should be taken not to open unknown applications, download files from unknown senders, or share information with unknown Internet sites. Such files can be the source of identity theft. Suspected Malware or suspected information breaches should be reported to appropriate management, specifically the Director of Information Systems, for investigation as soon as possible. Failure to report an event may lead to corrective action up to and including termination. Refer to [HIM Policy PRI 14](#) for privacy sanctions.
- H. HealthNet workforce members are responsible for the content they personally publish on Internet Social Networking sites.
- I. *HealthNet may copy and preserve content published by employees on social networking sites for legal purposes.*

- J. Internet Social Networking Guidelines are attached to provide guidance for interactions on Internet sites (see the attached [Internet Social Networking Guidelines - Abbreviated Version](#)). In general, the following are good rules of thumb when interacting on the Internet:
1. Identify yourself and, when relevant, your role and position at HealthNet;
  2. **Make it clear when making a personal posting that it is a personal opinion and not that of HealthNet;**
  3. Respect copyright, fair use, and financial disclosure laws;
  4. Do not post confidential or proprietary information on the Internet without appropriate authorization and compliance with HealthNet's process;
  5. Obtain permission from or link to sites that are referenced in Internet postings;
  6. Avoid participating in objectionable or inflammatory discussions;
  7. Avoid giving medical advice.
  8. *Avoid bullying, defined as aggressive behavior, abusive treatment or coercion;*
  9. *Whether you intend it or not, your conduct reflects on HealthNet and IU Health, so use professionalism and good judgment;*
  10. *What is posted is generally permanent. Conduct yourself in a professional and courteous manner at all times. Do not post anything that should not permanently reside in the public domain.*

#### **PROCEDURES:**

- A. Creation of HealthNet-sponsored Internet sites (e.g. blogs, Facebook, YouTube) used for services, publicity, patient connection, or education must be pre-approved in writing by the HealthNet Development/Marketing Department.
- B. Any HealthNet-sponsored Internet site should have a link attached to HealthNet's [Social Media Site Agreement](#) to govern the site's contents and user behavior.
- C. When participating on Internet Social Networking sites, comply with this Policy and be familiar with HealthNet's Internet Social Networking Guidelines described in detail in [Internet Social Networking Guidelines - Abbreviated Version](#).
- D. Consult with your manager in the event that it is not clear whether a topic is appropriate for discussion.
- E. Notify your manager or *Chief Privacy Officer* and/or Privacy Officer if you suspect or know of a potential breach of confidential business or patient information. Breach notification laws require that HealthNet notify patients in instances of a breach, so it is very important that a manager be notified immediately. Refer to HIM [PRI 16](#) and Risk Management Policy RM 5.

**CROSS REFERENCES:****HealthNet Policies**

RM 5	Patient Confidentiality
IS 1	Staff Responsibility for Security
IS 2	Information Security and Confidentiality
IS 3.2	Secure Use of the Internet
PPP 11	Personal Cell Phone/Electronic Device Usage
PRI 14	Sanctions
PRI 16	Breach Notification

**IU Health Policies**

HIPAA 2.11	Use and Disclosure of Protected Health Information
HIPAA 2.01	Reasonable Safeguards for Privacy and Confidentiality of Patient Health Information Recordings at HealthNet Health
HIPAA 3.20	E-Mail Communication and Usage
ADM 1.13	Standards of Conduct for Business Practices
ADM 1.98	Information Security Incident Response and Security Breach Notification
ADM 2.05	<i>Internet Social Networking</i>
IS 1.26	Secure and Proper Use of the Internet
IS 1.29	

**REFERENCES/CITATIONS:**

None

**FORMS/APPENDICES:**

Appendix A. – Internet Social Media Site User Agreement  
Social Networking Guidelines - Abbreviated Version

# Internet Social Networking Guidelines

ABBREVIATED VERSION

**NOTE:** Please refer to Social Networking policy for more details regarding the appropriate use of the Internet. This is a quick reference guide.

HealthNet is now participating in Social Media outlets to relay information to employees, potential donors, and patients in order to raise awareness around the community about our programs and services.

The following document contains the Terms and Policies by which HealthNet employees will abide when posting or commenting on any of these Social Media outlets. The basis of these Terms and Policies is to hold employees accountable for promoting, defending, and displaying HealthNet in a respectful manner.

Promoting HealthNet through supportive informational comments, defending our organization through fact-filled replies to a potential damaging comment, and displaying HealthNet in areas on the web that may be helpful in raising awareness of our services will take a team effort. Common sense and understanding should be used when participating on a HealthNet Internet Social Networking site, and administration holds authority to delete or block any potentially damaging comments or users.

HealthNet hopes to use Social Media in order to push for more awareness throughout our communities and to give employees a tool to display a sense of pride for the work done at HealthNet. As the Social Media aspect of the web is quickly growing, we hope to utilize these tools to further HealthNet's mission.

## When using the Internet, HealthNet associates should follow these guidelines:

1. Know and follow HealthNet and IU Health's Standards of Conduct for Business Practices Policy (IU Health ADM 1.13).
2. HealthNet associates are responsible for the content they personally publish on non-HealthNet blogs, wikis, Facebook, or any other form of user-generated media. Be mindful that what you publish will be public for a long time — be careful to take steps to protect your privacy and the privacy of those we serve.
3. Identify yourself — name and, when relevant, role at HealthNet — when you discuss HealthNet or HealthNet-related matters. Write in the first person. Make it clear that you are speaking for yourself and not on behalf of HealthNet.

4. If you publish content to any non-HealthNet website and it has something to do with work you do or subjects associated with HealthNet, use a disclaimer such as this: "The postings on this site are my own and do not necessarily represent HealthNet's positions, strategies or opinions."
5. Maintain the confidentiality of patients. Do NOT post confidential or protected health information about patients.
6. Do not share internal HealthNet or IU Health business.
7. Respect copyright, fair use, and financial disclosure laws.
8. Do not provide HealthNet's or another's confidential or other proprietary information. Ask permission to publish or report on conversations that are meant to be private or internal to HealthNet.
9. Do not cite or reference clients, partners, or suppliers without the prior written approval of HealthNet and the vendor.
10. Respect your audience. Do not use ethnic slurs, personal insults, obscenities, or engage in any conduct that would not be acceptable in HealthNet's workplace. You should also show proper consideration for others' privacy and for topics that may be considered objectionable or inflammatory — such as politics and religion.
11. Find out who else is blogging or publishing on a topic, and cite them appropriately if they are your reference.
12. Be aware of your association with HealthNet in online social networks. If you identify yourself as a HealthNet workforce member, ensure your profile and related content is consistent with how you wish to present yourself with colleagues and clients.
13. Do not pick fights, be the first to correct your own mistakes, and do not alter previous posts without indicating that you have done so.
14. Try to add value. Provide worthwhile information and perspective. HealthNet's brand is best represented by its people, and what you publish may reflect on HealthNet's brand.
15. Do not give specific medical advice.

16. Be careful of malware, spyware, and online phishing schemes that target Internet social networking sites. Do not open or download any unknown file or from an unknown file source.

## Internet Social Media User Agreement Appendix A

ABOUT TERMS & POLICIES  
IINDYHEALTHNET.ORG PRIVACY POLICY  
TERMS & CONDITIONS  
DISCLAIMER  
INTERNET SOCIAL MEDIA SITE USER AGREEMENT

BY POSTING ON ANY **HEALTHNET, INC.** INTERNET SOCIAL MEDIA SITE, YOU AGREE TO THESE TERMS.

HealthNet, Inc. ("HealthNet") participates on the Internet with publicly facing web pages, including social networking sites, for viewing content and/or videos and posting comments about HealthNet. These Internet sites include but are not limited to various blogs, bulletin boards, networks, multi-media, and news media sites or other user-generated content sites ("HealthNet Internet Site"). By accessing, viewing and/or posting any content related directly or indirectly to HealthNet on any HealthNet Internet Site, you accept, without limitation or qualification, the following terms of use. **If you do not agree to the terms of this Agreement, you may not view or post any content to this HealthNet Internet Site.** By your use of this HealthNet Internet Site, you accept this Agreement and that it has the same effect as if you had actually physically signed the Agreement.

1. If you are a HealthNet WORKFORCE MEMBER you are expected also to adhere to HealthNet 's POLICIES AND PROCEDURES RELATED TO INTERNET SOCIAL NETWORKING.
2. You must be at least 18 years old to post any content on a HealthNet Internet Site.
3. You are prohibited from posting any content that is confidential or personal health information including patient images on any HealthNet Internet Site without appropriate approval and documentation.
4. Nothing here is intended as medical advice. Information posted here should **not be used** in place of professional clinical expertise. By participating, therefore, you agree that HealthNet shall not be responsible for information provided herein under any theory of liability or indemnity.
5. You are prohibited from using the HealthNet Internet Site to provide medical advice or medical commentary by non-HealthNet physicians/medical providers or



to use the HealthNet Internet Site to make, recommend, or increase referrals to physicians and other medical providers who are not employed by HealthNet.

6. As a guest posting content to a HealthNet Internet Site, you agree that you will not: violate any local, state, federal and international laws and regulations, including but not limited to copyright and intellectual property rights laws regarding any content that you send or receive via this site; transmit any material (by uploading, posting, email, or otherwise) that is unlawful, disruptive, threatening, profane, abusive, harassing, embarrassing, tortuous, defamatory, obscene, libelous, or is an invasion of another's privacy, is hateful or racially, ethnically, or otherwise objectionable as solely determined in HealthNet's discretion; impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; transmit any material (by uploading, posting, email, or otherwise) that you do not have a right to make available under any law or under contractual or fiduciary relationships; transmit any material (by uploading, posting, email, or otherwise) that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party; transmit (by uploading, posting, email, or otherwise) any unsolicited or unauthorized advertising (including advertising of non-HealthNet services or products), promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; transmit any material (by uploading, posting, email, or otherwise) that contains software viruses, worms, disabling code, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; harass another; or collect or store, or attempt to collect or store, personal data about third parties without their knowledge and consent; or to share confidential pricing information of any party.
7. HealthNet reserves the right to monitor, prohibit, restrict, block, suspend, terminate, delete, or discontinue access to any HealthNet Internet Site, at any time, without notice, and for any reason and in its sole discretion. HealthNet may remove, delete, block, filter, or restrict by any other means any materials in HealthNet's sole discretion. You understand and agree that HealthNet may disclose your communications and activities with HealthNet in response to lawful requests by governmental authorities, including Patriot Act requests, judicial orders, warrants or subpoenas, or for the protection of HealthNet rights. You

agree that in the event that HealthNet exercises any of its rights hereunder for any reason, HealthNet will have no liability to you.

8. By posting content on a HealthNet Internet Site, you recognize that the forum is public *and* that the posted information becomes public.
9. You shall defend, indemnify, and hold HealthNet and its corporate affiliates and their respective officers, directors, employees, contractors, agents, successors, and assigns harmless from and against, and shall promptly reimburse them for, any and all losses, claims, damages, settlements, costs, and liabilities of any nature whatsoever (including reasonable attorneys' fees) to which any of them may become subject arising out of, based upon, as a result of, or in any way connected with your posting of any content to a HealthNet Internet Site, any third party claims of infringement, or any breach of this Agreement.
10. YOU EXPRESSLY ACKNOWLEDGE THAT YOU ASSUME ALL RESPONSIBILITY RELATED TO THE SECURITY, PRIVACY, AND CONFIDENTIALITY RISKS INHERENT IN SENDING ANY CONTENT OVER THE INTERNET. By its very nature, a web site AND THE INTERNET cannot be absolutely protected against intentional or malicious intrusion attempts. HealthNet does not control the THIRD PARTY SITES AND THE Internet over which you may choose to send confidential personal or health information OR OTHER CONTENT and, therefore, HealthNet DOES NOT WARRANT ANY SAFEGUARD AGAINST ANY such interceptions or compromises to your information. When posting any content on an Internet site, you should think carefully about your own privacy in disclosing detailed or private information about yourself and your family.
11. FURTHERMORE, HealthNet DOES NOT ENDORSE ANY PRODUCT, SERVICE, VIEWS, OR CONTENT DISPLAYED ON THE INTERNET SITE.
12. You agree that any claim or dispute relating to your posting of any content on a HealthNet Internet Site shall be construed in accordance with the laws of the State of Indiana without regard to its conflict of law's provisions, and you agree to be bound and shall be subject to the exclusive jurisdiction of the local, state, or federal courts located in Marion County, Indiana.

13. You may not provide any content to a HealthNet Internet Site that contains any product or service endorsements or any content that may be construed as political lobbying, solicitations, or contributions, or use the HealthNet Internet Site to link to any sites or political candidates or parties, or use the HealthNet Internet Site to discuss political campaigns and/or issues or for taking a position on any legislation or law.
14. If you link to this site, you agree to comply with HealthNet's linking agreement.

### **HealthNet Linking Agreement**

HealthNet ordinarily does not prohibit links to its web site, provided that any such link does not improperly connote an endorsement by or affiliation with HealthNet, or otherwise adversely impact or negatively describe HealthNet.

By linking to any page on HealthNet's web site, you agree to be bound by the terms and conditions as set forth below:

Links may be text-based using the words such as "HealthNet " or "indyhealthnet.org" (the "Licensed Marks").

You may not use the HealthNet logo as a link without HealthNet's specific prior written authorization. By linking, you acknowledge and agree that, other than as set forth herein all rights to the Licensed Marks, other HealthNet marks, the content appearing on the HealthNet site and the design of the HealthNet site belong to HealthNet.

You may not create frames around HealthNet's web pages or use other techniques that alter in any way the visual presentation or appearance of HealthNet's web site.

You must not misrepresent your relationship with HealthNet or present false or misleading impressions about HealthNet. No links to HealthNet's web site may be used in a manner that implies or suggests that HealthNet approves or endorses you, your web site, or your goods and services. You may not use our logo on external web sites and on social networking sites such as MySpace,

Facebook, Twitter, or YouTube without HealthNet's specific prior written authorization.

HealthNet shall have no responsibility or liability for any content appearing on your web site. You agree to indemnify and defend HealthNet against all claims arising out of or based upon your web site.

No link(s) may appear on any page on your web site or within any context containing content or materials that may be interpreted as libelous, obscene, or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of any third party rights.

HealthNet may at any time, in its sole discretion, without cause, terminate the license granted herein to use the Licensed Marks and your right to link to any pages on the HealthNet web site. In such event upon request, you agree to immediately remove all links to HealthNet's web site and to cease using the Licensed Marks.

15. THIS AGREEMENT MAY BE UPDATED AT ANY TIME WITHOUT NOTICE, AND EACH TIME A USER ACCESSES A HEALTHNET INTERNET SITE, THE NEW AGREEMENT WILL GOVERN USAGE, EFFECTIVE UPON POSTING. To remain in compliance, HealthNet suggests that you review the Agreement, as well as the other website policies, at regular intervals. By continuing to post any content after such new terms are posted, you accept and agree to any and all such modifications to this Agreement.