



Virginia Eye Institute Social Media Guidelines

Introduction

Virginia Eye Institute (VEI) believes social media can be a valuable tool for VEI, its doctors and associates, its patients, its referral sources, and its community. Social media is one component of a larger marketing, communications, and patient education effort employed by VEI to further its mission “to enrich lives by improving sight.”

The following are guidelines for VEI doctors, staff, and individuals who participate in VEI’s Social Media Sites. Social Media Sites include: personal blogs and other websites, Facebook, LinkedIn, MySpace, Twitter, YouTube, bulletin boards, networks, multi-media and news media sites, or other user-generated content sites. By accessing, viewing and/or posting any content related to VEI on any Social Media Site, you accept, without limitation or qualification, the following guidelines. Your use of VEI’s Social Media Sites is acceptance of these guidelines and has the same effect as a signed agreement.

Appropriate Content:

Standards of professional conduct as described in the VEI Handbook will be followed at all times. All patient privacy and HIPAA guidelines will be strictly followed. All VEI communications policies will be strictly adhered to. No confidential or proprietary information about VEI will be shared. No Social Media Site will be used to provide medical advice or medical commentary. Unless approved by the VEI management, your social media name, handle and URL should not include VEI’s name or logo.

No content may violate any local, state, federal and international laws and regulations, including but not limited to copyright and intellectual property rights laws. No content may transmit any material that is unlawful, disruptive, threatening, profane, abusive, harassing, embarrassing, tortuous, defamatory, obscene, libelous, is an invasion of another's privacy, is hateful or racially, ethnically or otherwise objectionable as solely determined in VEI’s discretion. No content may impersonate any person, entity, falsely state or otherwise misrepresent your affiliation with a person or entity. No content may transmit any material that you do not have a right to make available under any law or under contractual or fiduciary relationships. No content may transmit any material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; transmit any unsolicited or unauthorized advertising, including advertising of non VEI services or products, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation; transmit any material 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. No content may collect or store, or attempt to collect or store, personal data about third parties without their knowledge or consent. No content may share confidential pricing information.

Maintenance

Social Media at VEI will be managed by the Director of Marketing and the Social Media Task Force. VEI's social media sites will be checked daily and posted to a minimum of twice a week. Users can expect a response back to a post within 72 hours unless a post warrants immediate response (please see "Response to Adverse Events" below). The Director of Marketing will be responsible for maintenance of the site, with back-up coming from both the VP of Human Resources and Physician Liaison. It will be the responsibility of the Director of Marketing and the Social Media Task Force to determine how online comments, questions, complaints and other VEI related posts will be addressed.

Response to Adverse Events

Adverse Events may include a negative comment by a patient or an inappropriate post. In the event of a negative comment, the comment will usually remain on the site. The user will be replied to immediately, the issue dealt with as appropriately, and then the user will be followed-up with off-line. In the event of an inappropriate post, the post will be removed immediately. VEI reserves the right to monitor, prohibit, restrict, block, suspend, terminate, delete, or discontinue your access to any VEI Social Media Site, at any time, without notice and for any reason and in its sole discretion. VEI may remove, delete, block, filter or restrict by any other means any materials in VEI's sole discretion. You understand and agree that VEI may disclose your communications and activities with VEI in response to lawful requests by governmental authorities, including Patriot Act requests, judicial orders, warrants or subpoenas, or for the protection of VEI rights. You agree that in the event that VEI exercises any of its rights hereunder for any reason, VEI will have no liability to you.

Accessibility

Social networks are generally open (not blocked) at VEI but associates are expected to adhere to the same standards of professionalism that they would with any other outside communications tools or channels. Associates will ensure that personal social media activity does not interfere with work commitments.

Posting and Commenting

Posts on the VEI Social Media Sites will be "closed" allowing only an approved administrator of the site to post content. Approved administrators are: the Director of Marketing, the VP of Human Resources and the Physician Liaison. Comments on the VEI social media sites will be "open" allowing the public to contribute. Associates must clearly indicate when posting online whether they are doing so personally or in a VEI capacity so as not to mislead anyone. You must be at least 18 years old to post any content on any VEI Social Media Site.

By posting any content on any Social Media Site, you grant to VEI the irrevocable right to reproduce, distribute, publish, and display such content, and the right to create derivative works from your content, edit or modify such content and use such content for any VEI purpose. You shall defend, indemnify, and hold VEI and its corporate affiliates and their respective officers, directors, doctors, associates, 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 Social Media Site, any third party claims of infringement or breach of this document.

You expressly acknowledge that you assume all responsibility related to the security, privacy, and confidentiality risks inherent in the sending any content over the internet. By its very nature, a website and the internet cannot be absolutely protected against intentional or malicious intrusion attempts. VEI 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, VEI does not warrant any safeguards 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. Furthermore, VEI does not endorse any product, service, views or content displayed on the Social Media Site. You agree that any claim or dispute relating to your posting of any content on a Social Media Site on the internet shall be construed in accordance with the laws of the Commonwealth of Virginia without regard to its conflict of laws provisions and you agree to be bound and shall be subject to the exclusive jurisdiction of the local, state or federal courts located in Richmond, VA.

“Friending”

VEI recognizes that “friending” between associates, outside parties and patients will occur from time to time and expects staff to use their best judgment when responding to friend requests so as to meet all other policies and guidelines outlined here. Staff in patient care roles generally should not initiate or accept friend requests except in unusual circumstances such as the situation where an in-person friendship pre-dates the treatment relationship. VEI discourages staff in management/supervisory roles from initiating “friend” requests with associates they manage. Managers/supervisors may accept friend requests if initiated by the associate, and if the manager/supervisor does not believe it will negatively impact the work relationship.

Endorsements

VEI and its associates should not endorse people, products, services and other organizations on social networks without prior management approval. On social media websites such as LinkedIn, where your affiliation to VEI is known, personal recommendations should not be given or requested. You may not provide any content to a Social Media Site that contains any content that may be construed as political lobbying, solicitations or contributions, use the Social Media Site to link to any sites or political candidates or parties, or use the Social Media Site to discuss political campaigns, issues or for taking a position on any legislation or law.

Terms and Conditions

VEI recognizes that online media and social networks in particular are constantly evolving and no single document of policies and guidelines will address every issue. Therefore, this document may be updated at any time without notice, and each time a user accesses a Social Media Site, the new guidelines will govern usage, effective upon posting. To remain in compliance, VEI suggests that you review the guidelines 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.

Ask the Marketing Department (info@vaeve.com or 804-287-4701) if you have any questions about what is appropriate to include in VEI Social Media Sites.