



ARC Healthcare, LLC

Company Name: ARC Healthcare, LLC (ARC)	Policy Name: Social Media
Policy Number: HIPAA Policy 3.0	Effective Date: 04/01/2020
Responsible for Review: Compliance Committee	Review Date: 11/15/21

Policy Purpose:

To provide rules for acceptable social media use for employees, contractors, consumers, agents, and the public.

ARC Healthcare, LLC (ARC) social networking sites (the “Sites”) are a place where consumers can learn about and contribute to some of the great things happening at ARC. We encourage you to follow and participate in the conversation, with respect for other users. We welcome you and your comments to the Sites provided you agree to abide by the terms and conditions, rules of engagement, disclaimers and privacy policy (collectively, the “Terms”). The purpose of these Sites is to present matters of public interest to ARC consumers. You may submit your comments, but please note that this is a moderated online discussion site and not a public forum. ARC’s postings and information in addition to your comments constitute the “Content” of the Sites.

Policy Description:

This policy outlines the safeguards employees must follow to ensure that their use of social media does not result in unauthorized disclosure of PHI.

Procedures:

The following principles apply to professional use of social media on behalf of **ARC Healthcare, LLC (ARC)**, as well as personal use of social media when referencing the company.

Patient Privacy:

- Posting patient information, commentary, or photographs on professional or personal social media sites requires written authorization from the patient.
- Workforce members should contact their supervisors, or the Privacy Officer, to obtain a copy of the form.
- Once the form is obtained, a copy of the form is provided to the patient and the original authorization is placed in the patient’s medical record.
- Members of the workforce may not tape-record or video-record in patient treatment areas, unless written permission is given by the Privacy Officer, the provider(s) and the patients involved.

- If any photos, tape-recordings, or video-recordings, contain images of other patients, written authorization from those patients must also be obtained.
- **ARC** staff and providers may not take personal photos, video or audio recordings in patient care areas, so as to avoid inadvertently capturing patients or patient information.
- Photos, images or a narrative a workforce member believes to be de-identified may in fact be recognizable by an individual patient. Therefore, permission should be obtained from the Privacy Officer prior to posting any photos, images or narratives involving patients or patient information even if they are thought to be de-identified.
- Providers may video or audio record patients for treatment purposes, after receiving written patient authorization. Such recording may only be done using electronic devices that have been approved for such purpose by the Security Officer.
- Workforce members who suspect unauthorized disclosure of patient information via social media, or any suspected unauthorized photographing, filming, or recording, shall promptly report such suspicions to the Privacy Officer.

Interacting with Patients on Social Media:

- Workforce members may not connect with patients or their family members using social media.
- Workforce members should not accept “Friend” requests from patients on social media sites such as Facebook, nor should workforce members send such requests.

DISCLAIMERS

THE SITES DO NOT PROVIDE MEDICAL ADVICE, PROFESSIONAL SERVICES OR RECOMMENDATIONS, AND THE SITES AND THE CONTENT ARE NOT INTENDED TO CONSITUTE (1) THE PRACTICE OF MEDICINE OR THE PROVISION OF HEALTH CARE DIAGNOSIS OR TREATMENT; (2) THE CREATION OF A PHYSICIAN PATIENT OR CLINICAL RELATIONSHIP; OR (3) AN ENDORSEMENT, RECOMMENDATION OR SPONSORSHIP OF ANY PRODUCT OR SERVICE BY ARC HEALTHCARE, LLC OR ANY OF ITS AGENTS, EMPLOYEES, CONSULTANTS OR SERVICE PROVIDERS. The Sites and their Content should not and cannot be used to obtain medical information about your personal situation. Please contact your physician directly about any medical questions or concerns, as determinations of the need for medical services and the types of health care to provide a patient are decisions that should only be made by a physician or other licensed health care provider. Additionally, you should never disregard medical advice or delay seeking such advice because of any Content. DO NOT USE THE SITES FOR EMERGENCY MEDICAL SERVICES. IN THE EVENT OF AN EMERGENCY, DIAL 911, YOUR LOCAL EMERGENCY ASSISTANCE NUMBER AND/OR YOUR PERSONAL PHYSICIAN.

ALL INFORMATION ON THE SITES IS PUBLIC!

Do not post any personal information (including any health information of any kind) about yourself or someone else on the Sites. Please be advised that any information you submit on the Sites is not protected by the Health Insurance and Portability Act of 1996 (HIPAA). ARC and its commenters may provide links to other sites for the purpose of convenience and providing additional information only. A link does not constitute approval or an endorsement of the provider of the third party site or its content, quality, reliability or any other characteristic or feature of the third party site. ARC is not responsible in any manner (including, without limitation, with respect to any loss or injury you suffer) for any matter associated with a linked site. ARC HEALTHCARE MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY LINKED SITE. YOUR USE OF ANY LINKED SITE IS SOLELY AT YOUR OWN RISK. In addition, you should be aware that your use of any linked site is subject to terms and conditions applicable to that site. ARC cannot ensure that all external links are active or appropriate. To report an inactive or inappropriate link, please send an e-mail to: contactus@myarchealthcare.com. ARC is not liable for any damages resulting from your use of the Sites or Content. YOU USE THE SITES AND CONTENT AT YOUR OWN RISK. THE SITES AND CONTENT ARE PROVIDED "AS IS", "AS AVAILABLE", AND WITHOUT WARRANTY, EXPRESS OR IMPLIED. ARC MAKES NO WARRANTY AS TO THE RELIABILITY, ACCURACY, TIMELINESS, USEFULNESS OR COMPLETENESS OF ANY CONTENT. ARC ALSO ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ARC EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES OF ANY KIND RELATED TO THE SITES OR CONTENT, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ARC EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR THE ACTIONS OF ANY PRACTITIONER OR OTHER INDIVIDUAL WHO USES THE SITES. ARC MAKES NO WARRANTY THAT THE SITES OR CONTENT WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, CURRENT, ACCURATE, COMPLETE OR ERROR-FREE OR THAT THE INFORMATION THAT MAY BE OBTAINED BY USE OF THE SITES OR CONTENT WILL BE ACCURATE OR RELIABLE. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY DEFECT IN OR DISSATISFACTION WITH THE SITES AND CONTENT IS TO CEASE USE OF THE SITES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT ARC SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSS, INJURY, CLAIM, LIABILITY OR DAMAGE OF ANY KIND (EVEN IF ARC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM, ARISING OUT OF OR IN ANY WAY RELATED TO: (A) ERRORS IN OR OMISSIONS FROM THE SITES AND THEIR CONTENT; (B) ANY THIRD PARTY WEB SITES OR CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS IN THE SITES; (C) THE UNAVAILABILITY OF THE SITES OR ANY PORTION THEREOF; (D) YOUR USE OF AND ACCESS TO THE SITES; (E) YOUR USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THE SITES; (F) ANY

DIAGNOSIS OR TREATMENT MADE AFTER REVIEWING THE SITES; (G) ANY VIRSUES THAT MAY INFECT YOUR COMPUTE EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR USE OF THE SITES; OR (H) ANY MATTER OTHERWISE RELATED TO YOUR USE OF THE SITES. Fan comments do not necessarily reflect the opinions or policies of ARC.

YOUR PRIVACY

This Privacy Policy only governs ARC's use and disclosure of information collected through these Sites. The Sites' privacy policies also apply to use of each Site. The information on the Sites is public! ARC does not collect any personally identifiable information ("Personal Information") about you when you visit the Sites unless you give ARC that information. You may choose not to provide Personal Information via the Sites, and you may choose not to participate in the Sites.

ARC may use the Personal Information you provide to it on the Sites to administer your participation in the Sites and to communicate information ARC thinks may be of interest to you.

By providing Personal Information, you agree that ARC may use it in accordance with this Privacy Policy.

ARC does not sell, rent, or forward to third parties any individually identifiable Personal Information you provide to ARC on the Sites, but the Sites are public and may be viewed by other persons and business. ARC is not liable in any way for use of the Personal Information you submit to the Sites.

ARC may provide links on the Sites to other sites of interest or to sites that perform services for ARC. We do not review or endorse the content of these sites or guarantee that they will abide by our privacy Terms. Your use of such linked sites is subject to the terms and conditions and privacy policies of the providers of those sites.

ARC does not offer or provide products and services for children via the Sites. If you are under eighteen (18) years of age, you may not use the Sites. ARC does not intend to collect Personal Information from children. If your child has submitted Personal Information and you would like to request that such information be removed, you may contact ARC via one of the contact methods described below, and ARC will promptly remove such information and shall not use such information. Users under the age of eighteen (18) and their parents or guardians are advised that any Personal Information voluntarily entered by children may be available for public access until ARC becomes aware that a user is under the age of eighteen (18) and has had a reasonable opportunity to remove the information from the Sites. You may contact ARC via one of the contact methods described below if you wish to discuss any issues regarding your information.

CHANGES TO THE TERMS

These Terms are subject to change by ARC periodically. If such a change is made, ARC will post the revised terms on the Policy tab. ARC reserve the right to add to or change the Sites or cease offering the Sites or terminate your use of the Sites at any time and without liability. ARC reserves the right to refuse to offer access to the Sites and/or Content to anyone at any time without notice (including “blocking” an individual through the Sites’ privacy options). CONTACT If you have concerns about the Terms or the Content posted on this page or have other questions about ARC’s policies, please feel free to email Webmaster at contactus@myarchealthcare.com. The Terms constitute the entire agreement between ARC and you relating to the Sites and Content. There is no agency, partnership, joint venture, employee-employer or physician-patient relationship between any user, including, without limitation, you, and ARC arising solely through use of the Sites. The Terms are binding upon your successors, assigns, heirs and executors. If any provision of the Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms, which shall remain in full force and effect. The failure of ARC to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or condition. Any claim or cause of action arising out of or related to the Sites, Content or the Terms must be filed within one year after such claim or cause of action arose. The section titles of the Terms are merely for convenience and will not have any effect on the substantive meaning of this Agreement.

YOUR USE OF THE SITES INDICATES THAT YOU AGREE TO THE FOREGOING TERMS. IF YOU DO NOT AGREE TO THE TERMS, DO NOT USE THE SITES.

AUTHORIZED BY:

Amanda Ratliff, CEO, ARC Healthcare, LLC
11/15/2021