

Resident Appointment Agreement



Resident Appointment Agreement

2026-2027

This Appointment Agreement (“Agreement”) is made between Sentara Health and **Jane Doe, MD** (“Trainee”).

In consideration of the mutual promises, covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. Appointment. As of the Effective Date below, Trainee is hereby appointed to an Administrative and Professional (A/P) Medical Restricted position as Resident, PGY ____ in the Sentara Health **Sentara Northern Virginia Medical Center Internal Medicine** Residency Program (the “Program”) at Sentara Health. Such appointment is conditioned upon the following:
 - i. Approval of the appointment in accordance with Sentara Health Graduate Medical Education Council (GMEC) Policies;
 - ii. Successful completion of new hire and/or ongoing credentialing, including but not limited to:
 1. Sentara review and acceptance of information from the Trainee’s criminal background check;
 2. Trainee’s successful completion of the pre-employment drug screen;
 3. Passing applicable medical licensing exams (USMLE, COMLEX or MCCQE); and
 4. Receipt of a Virginia Medical License (if applicable).
 - iii. Attendance at Sentara Health Graduate Medical Education (“GME”) orientation for new trainees; and
 - iv. Completion of training modules required by Sentara Health.
2. Duration of Appointment. The duration of the appointment for this Agreement shall be for a period beginning **July 1, 2026** (the “Effective Date”) and ending on **June 30, 2027** (the “Agreement Period”) unless terminated earlier pursuant to Section 6 of this Agreement.
3. Evaluation and Reappointment.
 - i. *Evaluation*. Trainee performance shall be evaluated with regard to their performance, knowledge, skills, satisfactorily progressing scholarship, and professional growth. Evaluations will be communicated to the Trainee in a timely manner.

ii. *Reappointment and Promotion.* Reappointment and promotion to the next level of training is made at the recommendation of the Program Director and is contingent upon:

1. Meeting the standards, with or without an accommodation.
2. Trainee's satisfactory completion of all Program training components including, but not limited to, satisfactory performance evaluations;
3. Compliance with this Agreement;
4. Position and financial support availability; and
5. Continued Program accreditation.

iii. *Non-renewal/Non-Promotion.* Sentara Health shall notify Trainee prior to the expiration of this Agreement if it intends not to renew this Agreement for an additional academic year or if the Trainee will not be promoted. Notice will be provided in accordance with the Evaluation, Renewal, and Promotion. Notwithstanding the foregoing, failure to give such notice shall not operate in any way to extend the Agreement Period and shall not entitle either party to automatic reappointment or continuation of this Agreement.

4. Financial Support and Benefits.

- i. Sentara Health agrees to pay the Trainee a monthly stipend that equates to an annual amount of **\$68,100.00**. Stipends posted are subject to change without advance notice.

The Trainee is entitled to fifteen (15) days of paid time off (PTO). Residents are also eligible for up to six (6) weeks of approved medical, parental, or caregiver leave for qualifying reasons consistent with applicable law, available once during residency beginning on the required report date. In the year such leave is taken, the Trainee will receive one (1) additional week of leave/PTO; however, the Trainee may utilize either PTO or leave in a given year, but not both.

The Trainee will also be provided with health insurance for themselves and eligible dependents, disability insurance, and other benefits as outlined in the benefits package and by the program. See attached Exhibit 1 for more information.

Sentara will provide and maintain professional liability insurance for Residents in at least the minimum amounts required by Virginia law (Va. Code § 8.01-581.15), covering services and acts within the scope of the medical education program but not outside moonlighting. Sentara's current coverage is \$2.7M per occurrence and \$8.1M aggregate; on 7/1/26 it will increase to \$2.75M per occurrence and \$8.25M aggregate. Coverage is perpetual, so Residents do not need tail insurance after

leaving the program. For additional information, please contact Risk Services at (757) 252-1607.

5. Resident/Fellow Responsibilities/Trainee agrees to:

- i. Under the supervision of the teaching staff, provide safe, effective and compassionate patient care, commensurate with Trainee's level of education and experience.
- ii. Perform satisfactorily and to the best of their ability the customary duties and obligations of their Program as assigned by their Program Director and established by the training program's standards.
- iii. Review and abide by the terms and conditions of this Agreement and the policies of Sentara Health, GME, and the Program.
- iv. Abide by the bylaws, rules, and regulations of Sentara Health-affiliated hospitals or other training sites to which Trainee may be assigned;
- v. Refrain from accepting fees from any patient or third-party payor for services rendered at any affiliated training sites.
- vi. Conduct themselves in a manner that exhibits good moral, ethical, and professional character.
- vii. Participate fully in the educational and scholarly activities of the Program and, as authorized by the teaching staff, to assume responsibility for teaching and supervising other residents and students.

6. Termination.

i. *Termination by Sentara Health.*

1. Sentara Health may terminate this Agreement immediately if Trainee should fail to:
 - a. Provide documentation in support of Trainee's eligibility, credentials, or background;
 - b. Demonstrate authorization to work in the United States and/or to obtain and maintain appropriate visa status;
 - c. Complete and pass a criminal background check in accordance with Sentara HR Policy for Criminal Background Checks.
 - d. Timely complete all training requirements, activities and forms as mandated by GME.
 - e. Failure to obtain or maintain licensure for postgraduate medical training under the laws of the Commonwealth of Virginia;

2. Trainee's participation in the Program may be terminated by Sentara Health if the Trainee's participation in the Program places the health or safety of Sentara Health employees, students, trainees or visitors, or training site patients, in jeopardy, or to prevent further Program disruption by a Trainee who has failed to adequately correct their deficiencies in performance or conduct. Sentara may similarly terminate Trainee's participation if Trainee violates Sentara policy or procedure, fails to meet and maintain, in Sentara's sole discretion, reasonable performance standards, and Trainee fails to show appropriate improvement after counseling.
3. Trainee's participation in the Program shall automatically terminate upon the death or permanent disability of Trainee which results in Trainee unable to continue in the program.

ii. *Termination by Trainee.* Trainee may terminate this Agreement for any reason with ninety (90) days' prior written notice to the Program Director.

7. Grievance and Due Process. Sentara Health provides all trainees with due process to ensure that adverse actions related to trainee advancement in their Program are not arbitrary and capricious. Trainees may grieve any action related to their advancement through the educational program including non-promotion, non-renewal of this Agreement or termination through the GME Due Process and Grievances Procedures.

8. Miscellaneous.

- i. Policy Acknowledgements. Trainee hereby acknowledges the responsibility to read and familiarize themselves with all policies and procedures of Sentara Health, GME, and Program, and Trainee further acknowledges receipt and obligation to abide by the following select policies. See attached Exhibit 1 for more details:

1. Harassment 404 Policy.
2. Drug and Alcohol-Free Workplace 303 Policy.
3. ADA – Reasonable Accommodations 102e Policy.
4. GME Institutional Policy Manual to include Clinical and Educational Work Hours, and Moonlighting.

- ii. Board Examinations. The criteria and eligibility for board examinations vary by Program. Information about Trainee eligibility for board examinations may be obtained from the Trainee's Program. Timely notice of the effect of leave(s) of absence on the ability of residents/fellows to satisfy requirements for program completion

should be initiated by the resident/fellow to the program director.

- iii. Notices. Any notices related to this Agreement shall be deemed proper if given in writing and hand delivered, sent via delivery (for which written confirmation of delivery can be obtained from the carrier); or sent by registered or certified U.S. mail, return receipt requested at the following addresses:

If to Sentara Health: Sentara Health
Attn: Designated Institutional Official
2300 Opitz Blvd
Woodbridge, VA 22191

If to Trainee: At the address in the designated signature block or hand delivered to Trainee by the Program.

- iv. Governing Law/Jurisdiction. This Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to its conflicts of laws provisions. The parties hereby agree that the sole and exclusive venue for any lawsuit arising out of or relating to this Agreement shall be in the Circuit Court of Prince William County Circuit Court.
- v. No Waiver. The failure of either party to this Agreement to insist upon the performance of any of its terms and conditions, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but they shall continue and remain in full force and effect as if no forbearance or waiver had occurred.
- vi. Severability. In the event any provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any other term or provision hereof and this Agreement shall continue in full force and effect and shall be enforceable in accordance with its terms.
- vii. Successors and Assigns. The services provided by Trainee under the terms of this Agreement are personal and may not be transferred or assigned by Trainee. Sentara Health may assign or transfer its rights or obligations hereunder to any entity controlled by or under the common control of Sentara Health, or any entity subsequently controlling or operating all or substantially all of the assets of Sentara Health.
- viii. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and, when taken together, shall constitute one original instrument.

- ix. Entire Agreement. This Agreement, including the references and amendments thereto, contains the entire Agreement and understanding between the parties and supersedes all prior Agreements relating to the subject matter hereof, and may be modified only by a written instrument duly authorized and executed by both parties or as provided herein.

The parties, through their duly authorized representatives, have executed this Agreement as of the date stated below by their signatures but effective as of the Effective Date stated above.

TRAINEE

By: _____

Print Name: _____

Address: _____

City, State, Zip: _____

Date: _____

Program Director

Designated Institutional Official

By: _____

Date: _____

By: _____

Date: _____

Exhibit 1

Benefits Package

GME Policies with Additional HR Policies



Full-time Residents: Pre-employment 2026 benefits summary

We are the employer you've been searching for!



We're pleased to provide this overview of benefits available to Full-time Residents. These benefits are based on your current role and may change if your position changes.

Your well-being is personal, and your benefits should be too.

Whether you're planning for a new addition to your family, focusing on your mental and physical health, continuing your education, or preparing for the future, our benefits are here to support every step of your journey.

At Sentara, your total well-being matters. That's why we offer flexible, meaningful benefits designed to fit your life, wherever it's headed.



Strengthening my financial outlook.

Benefits to help you save money and secure your financial future.



Promoting my well-being and rejuvenation.

Benefits for time away from work.



Leaning and growing my career.

Benefits for continuing education opportunities, reimbursement and loan repayment.



Support for me and my family.

Benefits to help you grow your family, care for your family, and care for yourself.



Medical

Sentara offers a choice between two medical plans with a range of coverage levels and costs. This gives you the flexibility to choose what is best for your needs and budget. Key features to understand about the Equity High Deductible Health Plan (HDHP) and Standard POS plans are:

Equity HDHP

- Lowest colleague bi-weekly premium.
- Highest annual deductible and coinsurance.
- Tiered levels of network coverage.
- Eligible for the Health Savings Account (HSA) with the option of pre-tax contributions and an employer contribution.
- Telehealth options available.

Standard POS

- Highest colleague bi-weekly premium.
- Lowest annual deductible, copayments and co-insurance.
- Tiered levels of network coverage.
- Eligible to participate in the Health Care Flexible Spending Account.
- Telehealth options available.

Dental

Sentara offers Full-time Residents a choice of three dental plans with a range of coverage levels and costs:

Cigna Dental Care Plan

This Dental Health Maintenance Organization (DHMO) plan requires the use of in-network providers.

** Not available to Workforce Solutions colleagues and in areas with no DHMO providers.

Cigna DPPO Advantage

This PPO offers both in-network and out-of-network coverage.

Total Cigna DPPO

You can see any dentist, but you'll save more by using a provider in the Total Cigna DPPO network. Out-of-network care costs more and is covered at a lower level.

Vision

Sentara offers Full-time Residents two supplemental vision plans through VSP:

VSP Basic

This plan provides an annual eye exam with no copayment, with extra savings on glasses, contacts, and laser vision correction.

VSP Premier

This plan provides an annual eye exam with a \$10 copayment and a \$180 allowance for glasses or contacts.



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Life Insurance

All Full-time Residents are automatically covered with term life insurance, effective the 1st of the month following one month of employment, equal to one (1) times your base annual salary (not including overtime pay or bonuses) rounded to the next \$1,000. This coverage is a core benefit provided at no cost to you and cannot be declined. Sentara offers buy-up options for the term life insurance up to five (5) times your salary.

Sentara offers Full-time Residents the option to purchase:

Spouse Life Insurance

Spouse life insurance is available from \$10,000 to \$250,000 with special enrollment and buy-up rules applying.

Child Life Insurance

Child life insurance is available in increments of \$1,000 with a minimum of \$1,000 and a maximum of \$10,000. As a colleague, you may cover your unmarried child(ren), including stepchild(ren) until the end of the plan year in which they turn age twenty-six (26).

Accidental Death and Dismemberment

Accidental Death and Dismemberment (AD&D) insurance is designed to provide you with supplemental income if you are seriously injured as the result of an accident or provide your family with financial protection if you die as the result of an accident. If a covered family member dies as the result of an accident or suffers dismemberment, then the coverage amount is paid to you.

Eligible Full-time Residents are automatically covered, effective the 1st day of the month following one month of employment, with AD&D insurance equal to one (1) times your base annual salary at no cost. You may purchase additional coverage for you and your family members. You are covered at the amount that you choose from \$25,000 to \$500,000.



We're pleased to provide this overview of benefits available to Full-time Residents. These benefits are based on your current role and may change if your position changes.

Voluntary Benefits

Sentara offers Full-time Residents the option to purchase the following voluntary benefits:

Unum Whole Life Insurance

Coverage is available on you, your spouse, your children, and grandchildren. It is a permanent and portable policy.

Accident Insurance

Accidents can happen to anyone, at any time. Compass Accident Insurance can help you pay for the out-of-pocket costs you may experience after an accident.

Critical Illness

Being diagnosed with a critical illness can be devastating, both personally and financially. Breathe easier knowing Compass Critical Illness Insurance can help you pay your out-of-pocket expenses and allow you to focus on your health.

Legal Resources

Access to comprehensive legal coverage, services, and expertise, along with unlimited in-person or telephone advice and consultation for fully covered services.

Legal Resources' Identity Theft Protection Plans provide you and your family with peace of mind so you can focus on what matters most. There are three different plans to choose from: Basic, Gold, and Platinum.

Adoption, Fertility, and Surrogacy/Gestational Carrier Reimbursement

Adding to your family is a major milestone, and we are proud to be part of it. Sentara offers Full-time Residents Adoption, Fertility, and Surrogacy reimbursement benefits.

Adoption benefits include assistance for Domestic, International, and Foster care.

- The total lifetime maximum benefit under the Plan is \$10,000 for Full-time Residents.

Fertility benefits range from surgical fertility procedures, medication to IVF and intrauterine insemination, egg freezing and more.

Surrogacy/Gestational Carrier benefits include the procurement of donor eggs or embryos, and other expenses related to surrogacy and gestational carriers.

- The total lifetime maximum benefit under the Fertility and Surrogacy Plans combined is \$10,000 for Full-time Residents.



We're pleased to provide this overview of benefits available to Full-time Residents. These benefits are based on your current role and may change if your position changes.

Leave and Time-off

Sentara is committed to supporting the health and well-being of our colleagues and their families. Full-Time Residents will be provided with six (6) weeks of approved medical, parental and caregiver leave(s) of absence for qualifying reasons that are consistent with applicable ACGME requirements once during their residency, starting the day the resident/fellow is required to report. In addition, they will have one (1) week of leave/paid time off for the year it was taken in. Residents will either have PTO or leave but not both in the same year taken.

Medical Leave

Medical Leave supports colleagues who experience a health condition that prevents them from performing their job duties. This leave may be taken consecutively or intermittently, based on medical necessity and with appropriate documentation.

Parental Leave

Parental Leave provides time away from work to bond with a new child through birth, adoption, or foster care placement. Parental Leave may be used once within a twelve (12) month period.

Family Caregiver Leave

Family Caregiver Leave allows time away from work to care for a family member experiencing a serious health condition. This leave may be taken consecutively or intermittently based on your care giving needs.

Additional Paid Time Off

Full-Time Residents will receive fifteen (15) days of paid time off, to be monitored by the program.

Emergency Back-up Care

Sentara has partnered with an emergency back-up care company to help in times of need. We are providing this benefit to create peace of mind by taking the stress out of finding alternate care when regular daycare, sitters, elder care, or pet sitting plans fall through.

This program will provide access to high-quality back-up care, at a flat rate for in-home or center care, up to ten (10) instances per colleague per calendar year.

This benefit also provides access to virtual tutoring, camps, and pet care through a simple back-up care exchange.



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Bereavement Leave

Sentara recognizes the need for colleagues to have time off when the death of an immediate family member touches their lives. Full-time Residents are provided up to five (5) days off with pay for the death of an immediate family member, and up to one (1) day off with pay for the death of all other family members.

Disability Insurance

The loss of income due to illness or disability can cause serious financial hardship for your family. Full-Time Residents are eligible for disability insurance upon hire. Sentara's disability insurance programs, both Short-Term and Long-Term, work together to replace a portion of your income when you are unable to work. The disability benefits you receive help you to continue paying your bills and meet your financial obligations during challenging times.

Short-Term Disability

Short-Term Disability (STD) benefits replace a percentage of your base pay if you are away from work for more than seven calendar days as a result of a personal, non-work-related illness or injury. You are automatically enrolled in the plan at the 50% coverage level at no cost and can buy-up an additional 10% of coverage.

For qualifying Medical Leave events, Full-Time Residents will receive up to six (6) weeks of fully paid, job-protected leave at 100% of base pay. To coordinate with this benefit, Short-Term Disability will begin after a six-week elimination period. After this period, if additional time away is needed, STD may provide partial income replacement, subject to medical documentation and plan provisions.

Long-Term Disability

Long-Term Disability (LTD) coverage provides income protection if you are unable to work for an extended period of time due to a qualifying illness or injury. LTD pays a monthly benefit at 50% or 60% of base pay, depending on your election after you have been totally disabled for 180 days. You are automatically enrolled in the plan at the 50% coverage level at no cost and can buy-up an additional 10% of coverage.



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Wellness

Mission: Health is a voluntary wellness incentive-based program that is focused on empowering colleagues to invest in their own health and well-being and live the Sentara mission, We Improve Health Every Day. Mission: Health programming includes a wide variety of in-person and digital health and well-being services and resources, along with the chance to earn a \$250 Prepaid Mastercard gift card upon successful completion of the program's requirements.

You Matter is an internal resource guide aimed at providing you with skills and tips to manage day to day stressors of everyday life and then some. We feature topics such as stress management, mindfulness, LGBTQ+ mental health resources and so much more.

meQuilibrium is a digital coaching platform that delivers clinically validated and highly personalized resilience solutions addressing burnout, stress, purpose, performance, and well-being holistically.

The **HOPE Employee Relief Fund** is a resource for Sentara colleagues who need a helping hand either through hardship or loss. The HOPE Employee Relief Fund offers financial assistance for crucial resources such as rent, utilities, mortgage, food and childcare. You can Give the Gift of HOPE through payroll deductions or Get HOPE when you are experiencing a personal emergency.

Disease Management

As part of our Mission: Health Program, colleagues covered under Sentara Health Plans, as the primary member and/or a covered spouse, may have the opportunity to benefit in several ways with their participation in one of the following Disease Management (DM) programs:

- Diabetes
- Coronary Artery Disease
- Congestive Heart Failure
- Partners in Pregnancy
- Tobacco Cessation
- Weight Management
- Respiratory Disease
- Rare Diseases

Employee Assistance Program (EAP)

Sentara EAP provides confidential, short-term, and solution-focused services. Our counselors are professional and caring. You can confidentially turn to Sentara EAP even before an issue or concern severely impacts your home life or work performance. We offer up to 8 counseling sessions per topic for colleagues and their household family members, unlimited coaching sessions for defined goals, and more.

Secure Travel

New York Life Group Benefit Solutions (NYL GBS) Secure Travel offers our Full-time Residents pre-trip planning, assistance while traveling and emergency medical transportation benefits for covered persons traveling 100 miles or more from home. Service is a phone call away, 24/7/365.



We're pleased to provide this overview of benefits available to Full-time Residents. These benefits are based on your current role and may change if your position changes.

Educational Assistance Program

To help support your educational and career goals, all Full-time Residents will be eligible for up to \$5,250 in Educational Assistance per year with no waiting period! You can choose to enjoy this benefit or the Student Debt Program each calendar year.

Whether you are currently in school or looking to go back to school, with the Sentara education benefit, the possibilities for your future are endless! Your education benefit isn't just a chance to go back to school; it's an opportunity to future-proof your career by learning in-demand skills.

This benefit was designed to help you reach your career goals, whether you want to be more independent and confident in your current job or find new roles and career paths.

You can access select fully and partially funded, business-aligned programs at high-quality schools. Degrees and certificates are available in a wide variety of areas including nursing, healthcare administration, healthcare support, business, technology, communications and more!

Sentara Student Debt Program

Pay down your student loans faster! Sentara will pay \$400 per month up to a lifetime maximum of \$10,000 toward your student debt repayments. Full-time Residents are eligible for this benefit upon hire.

Loans Covered by the Program:

- Loans taken out in your name and used to pay for your higher education
- Schools with accreditation recognized by the US Department of Education are valid.
- Loans taken out for online universities accredited by recognized accreditation agencies
- Associate Degree
- Bachelor's Degree
- Graduate Degree
- Loans for incomplete degrees
- Loans for certifications (e.g., CPA, CFA, Series 7, etc.)

You can choose to participate in the Sentara Student Debt Program or the Educational Assistance Program each calendar year.



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Public Service Loan Forgiveness (PSLF)

Powered by Summer

Together, Summer and Fidelity can help you tackle your student debt with an automated digital PSLF solution. You can get it done through the secure, simple experience, powered by the experts at Summer.

It's your chance to restart and get control of your student loans. Take advantage of this opportunity with Fidelity's tools and resources—including a solution for simplifying your loan repayment and helping you save more.

After a free assessment and recommendation, you may choose to file your PSLF application on your own with the Department of Education, or leverage the Summer tool and expertise for \$50 annually.

Fidelity and the PSLF experts at Summer can help you simplify your loan repayments and save.

Retirement Savings

Sentara invites you to begin planning for your future with our retirement savings options, crafted to help you achieve a secure and comfortable retirement.

403(b)/401(k)*

- Immediate Matching Upon Hire! Newly hired, eligible colleagues, will be automatically enrolled to participate in the 403(b)/401(k) plan applicable to your division at a 10% pre-tax contribution level. All colleagues are eligible to contribute regardless of employment status. Full-time Residents will be immediately eligible for the employer match with your first contribution. Sentara matches 50% on the first 6% of your bi-weekly contributions up to the annual IRS maximum allowed.
- Fidelity offers a variety of investment options suited to the whole range of investment styles - from conservative to moderate to aggressive. The options differ in their objectives, so you can choose investments that match your goals. Sentara's default option is available if you do not wish to make your own fund choices.

*Colleagues in a not-for-profit division of Sentara will be enrolled in a 403(b), and colleagues in a for-profit division of Sentara will be enrolled in a 401(k).

401(a)

- Sentara provides an annual 3% base salary employer contribution to eligible colleagues' retirement accounts after meeting service requirements and eligibility. Sentara pays the full cost of your plan benefit, and you make no contributions. You become fully vested in your benefits once you have completed three years of vesting service.



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Workplace Giving

Sentara is building on its long tradition of investing in our communities. Volunteering our time is one way we can live out our mission of improving health every day, both for our communities and ourselves.

We have collaborated with Fidelity to capture our community efforts in the Workplace Giving Platform. This platform allows Sentara colleagues to search and sign up for volunteer opportunities, check-in for volunteer shifts, and track volunteer hours, including hours spent on service of a community Board.

Track your Charitable Giving through the Workplace Giving Platform, and Sentara will match your Giving dollar-for-dollar up to \$1,500 per year!

Voluntary Benefits

Auto, Home & Pet Insurance

Voluntary auto and home insurance benefits offered with preferred premiums from a choice of Liberty Mutual Insurance, Travelers, or MetLife. All coverage is provided by best-in-class providers to Sentara colleagues at discounted rates. Offered by Nationwide, pet insurance is one of the voluntary benefits available to Sentara colleagues at preferred premiums. Premiums are paid directly to the providers, they are not payroll deducted.

Fidelity Bloom

With Fidelity Bloom, build on your savings knowledge by opening two accounts, one for saving and one for spending. Once your accounts are open, receive money tips, access research-based activities, and earn cash rewards on your savings and spending! Access this benefit in the Fidelity NetBenefits portal!

Emergency Savings

At Sentara, you have the option to open and contribute to an Emergency Savings Account or fund a goal through Fidelity Goal Booster to help increase your Financial Wellness.



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Flexible Spending Account

A Flexible Spending Account (FSA) can help you pay for out-of-pocket expenses incurred throughout the benefit plan year for you and your eligible dependents. Your FSA election is a pre-tax deduction from your paycheck, and a great way to pay for out-of-pocket expenses and reduce your taxable income. Full-time Residents may be eligible for:

- A **Health Care Flexible Spending Account** allows you to pay for eligible health care expenses not covered by your medical, dental, or vision plan. This pre-funded account allows you to set aside up to \$3,300 annually on a pre-tax basis for unreimbursed healthcare expenses for you and your family.
- A **Limited Purpose Flexible Spending Account** is for colleagues who are enrolled in the High Deductible Health Plan (HDHP) with an HSA. This account allows you to be reimbursed for dental and vision expenses.
- A **Dependent Care Flexible Spending Account** allows you to contribute up to \$7,500 (or \$3,500 for individuals with a salary over \$160,000) annually on a pre-tax basis to cover day care expenses for children (12 and under) or dependent adults.

Health Savings Account

A Health Savings Account (HSA) is a tax-exempt account tied to a High Deductible Health Plan (HDHP), that you may use to pay for qualified medical, dental or vision expenses for you, your spouse and any eligible tax dependents. The HSA is used to cover eligible expenses not covered by the HDHP, including your annual deductible. Sentara contributes the following amounts annually:

- Individual coverage: \$600 for Full-time Residents
- Family coverage: \$1,200 for Full-time Residents

Note: The annual Sentara contributions are pro-rated based on hire date.

In addition to the biweekly employer contribution amount, you can make pre-tax contributions up to the IRS maximum:

- Individual coverage: \$4,400
- Family coverage: \$8,750



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Financial Wellness Tools

What is Financial Wellness? It is two things:

- Feeling good about your financial situation
- Knowing what to do next with your money

No matter where you are on the financial spectrum today, Fidelity can help you achieve financial wellness.

Sentara offers a variety of Financial Wellness Tools from Fidelity Investments Including:

- Student Debt Tool
- 1:1 planning consultations
- Financial Wellness webinars
- Charitable giving and Volunteer platform
- Fidelity 529 access
- Emergency Savings
- Personalized Planning and Advice

But no matter where you are in your career – and in life – it's important to plan ahead to have financial security in the future. And that means you'll need to take two steps:

Know It: Get involved and learn about the retirement benefits Sentara offers.

Grow It: Maximize your retirement benefit by saving as much as you can and choosing investments that are right for your risk tolerance and goals.



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Enrollment Coverage

As a Sentara colleague, you will have a wide range of benefit programs available to you. Benefits provide important financial protection when you need it most.

The amount you pay is deducted from your paycheck (26 pay periods per year). Your specific cost is determined by the plan you choose and the coverage level you select.

Who Can Enroll

Full-Time Residents are eligible for benefits upon hire; must choose benefits within 30 days of hire date.

Eligible dependents – Includes colleague's lawful spouse and children (up to or through age 26 depending on the benefit), plus disabled children of any age who meet the plan criteria.

When Coverage Begins

New Hires: The coverage you elect during your enrollment period is effective the first day of employment. You must enroll during your enrollment window and before your effective date.

Benefit choices that you make during open enrollment or as a newly eligible colleague remain in effect until the end of plan year, provided you remain eligible for the plan.

Life Event: All life event coverage and rate changes, except birth/adoption events, are prospective and will be effective as of the date it is entered.

Status Change: The coverage you elect or changes you make due to a change in employment status will be effective the date of the event.

Changing Your Coverage Mid-Year

If you experience a qualified IRS family or employment change, you will have 31 days from the date of the event to modify your coverage. The only exception is for a change in eligibility in Medicaid or in a Children's Health Insurance Program (CHIP), which allows 60 days. If you do not complete the change within the required timeframe, you will not be able to change your elections until the next Open Enrollment period.

Any changes made to your benefit coverage must be consistent with the event that occurred. Examples of qualifying events include, however are not limited to the following: birth or adoption of a child, death of your spouse or dependent child, a change in your or your spouse's employment that affects benefits (e.g., a change from Full-time to Part-time, etc.) or gain or loss of other coverage.

Please note: The information in this communication is only a summary of the benefit plans and other programs offered to colleagues of Sentara and their eligible family members. In the event of any discrepancies between the information in this communication and the official plan documents, the plan documents supersede.



We're pleased to provide this overview of benefits available to Full-time Residents. These benefits are based on your current role and may change if your position changes.

2026 Full-Time Resident Benefit Rates

When life is changing, your benefits can help you stay one step ahead!

Plans		Individual	Colleague + Child	Colleague + Children	Colleague + Spouse	Family
Bi-Weekly Medical Premiums						
Full-time	Standard POS	\$80.31	\$180.00	\$264.46	\$288.46	\$360.46
	Equity HDHP	\$59.54	\$150.00	\$217.38	\$238.15	\$298.15
Spouse Surcharge: \$57.69 - applies to colleagues with spouses eligible for their own employer sponsored health insurance						
Bi-Weekly Dental Premiums						
Full-time	DHMO	\$5.27	\$9.23	\$14.78	\$9.59	\$15.33
	Cigna DPPO Advantage (PPO)	\$10.62	\$20.99	\$33.83	\$23.84	\$37.92
	Total Cigna DPPO (Traditional)	\$15.74	\$30.21	\$48.61	\$34.22	\$53.71
Bi-Weekly Vision Premiums						
Full-time	Basic	\$0.59	\$0.90	\$1.59	\$0.90	\$1.59
	Premier	\$5.04	\$7.27	\$12.97	\$7.27	\$12.97



We're pleased to provide this overview of benefits available to Full-Time Residents. These benefits are based on your current role and may change if your position changes.

Graduate Medical Education

Institutional Policy Manual

Sentara Health

Last Updated: January 27, 2026

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I. Overview

These policies define the requirements for the graduate medical education programs at Sentara Health.

A. Common Definitions

- **Accreditation Council for Continuing Medical Education (ACGME):** This body is responsible for accrediting most of the graduate medical training programs (i.e., internships, residencies, and fellowships) for physicians in the United States. It is a nonprofit private council that evaluates and accredits medical residency and internship programs. In this policy, the term “resident” includes all interns, residents, and fellows in GME training programs.
- **Clinical Competency Committee (CCC):** This ACGME-required committee reviews all resident evaluations semiannually, prepares and assures the reporting of milestone evaluations of each resident semiannually to ACGME, and advises the PD regarding resident progress, including promotion, remediation, and dismissal.
- **Conflict of Interest (COI):** Any personal or professional relationship that could affect an individual’s ability to perform their duties and responsibilities objectively and/or to act in the best interests of Sentara Healthcare.
- **Designated Institutional Official (DIO):** The individual in a sponsoring institution who has the authority and responsibility for all ACGME-accredited GME programs.
- **Disaster:** A calamitous event or set of events causing significant alteration to the residency experience at Sentara.
- **Extreme Emergent Situation:** A local event that negatively affects resident education or the work environment but does not rise to the level of an ACGME-declared disaster as defined in ACGME policies and procedures.
- **Gifts, Gratuities, and Entertainment:** Refers to anything of value offered, given, or received in a business or professional context that could influence, or appear to influence, decision-making or judgment. Please refer to Sentara Health policy 116, Gifts and Other Business Courtesies – FAQ for more information.
- **Graduate Medical Education (GME) Program:** The GME program is a structured educational experience designed to conform to the program requirements of a particular specialty or subspecialty. Satisfactory completion may result in eligibility for board certification.
- **Medical Specialties Matching Program (MSMP):** This is a fellowship matching program that participates in the National Resident Matching Program and uses a mathematical algorithm to place applicants into fellowship positions.
- **National Resident Matching Program (NRMP):** The NRMP is a resident matching program that uses a mathematical algorithm to place applicants into residency and fellowship positions.
- **Outside Interests:**
 - To hold, directly or indirectly, a position, a material equity financial interest, or any other financial interest in any outside concern from which the individual has reason to believe Sentara secures goods or services, to whom Sentara may refer patients, or that provides services competitive with Sentara’s.

- To compete, directly, with the healthcare system in the purchase or sale of property or property rights, interests, or services.
- **Outside Activities:** To render directive, managerial, or consultative services to any outside concern that does business with or competes with the services of the healthcare system, or to render other services in competition with Sentara.
- **Participating Site:** An organization providing educational experiences or educational assignments and rotations for residents.
- **Primary Clinical Site:** The primary facility designated for clinical instruction in the program.
- **Program Director (PD):** An individual formally appointed by the Graduate Medical Education Committee (GMEC) to have authority and accountability for the development, operation, and continuous improvement of their residency program.
- **Sponsoring Institution:** The organization (or entity) that assumes the ultimate financial and academic responsibility for a GME program. The sponsoring institution has the primary purpose of providing educational programs and/or healthcare services.
- **Vendor:** A representative of any supplier, pharmaceutical firm, medical device manufacturer, consulting firm, or medical supply company, whether or not the hospital currently purchases goods or services from them.

B. Amendment or Termination of these Policies

The Sentara GMEC reserves the right to modify, amend, or terminate these policies at any time.

C. Policy Discrepancies

These policies supersede all program-level policies regarding these areas and topics. In the event of any discrepancies between program policies and these GME policies, these GME policies shall govern. Residents are required to comply with all Sentara Health policies and procedures, as well as all applicable institutional, program and site policies.

II. Recruitment, Selection, and Qualifications

A. Recruitment

Sentara programs participate in the NRMP match for all PGY-1 (and equivalent positions) and will only consider applicants participating in the residency match.

1. All applicants for resident positions must be submitted through one of the following methods:
 - a. The Electronic Residency Application Service (ERAS)
 - b. The Universal Application for Residency Training
2. Once an applicant is selected for an interview, the following procedure must be followed for each candidate:
 - a. Collect the listed credentials from the candidate:
 - i. Application and indemnity statement completed and signed
 - ii. Original dean's letter
 - iii. Original (certified) medical school transcript
 - iv. United States Medical Licensing Examination (USMLE) or Comprehensive Osteopathic Medical Licensing Examination (COMLEX) transcript
 - v. Medical school diploma or verification of graduation from the medical school. (Appointments to PGY-1 positions may be made prior to graduation; however, it is the responsibility of the GME Office to verify graduation before the intern begins in the program and to file documentation of the education completion.)
 - vi. Two original letters of reference from attending physicians who are familiar with the individual's performance (if the candidate has previously been in a postgraduate training program one letter must be from the candidate's former PD).
 - b. Collect additional credentials for applicants of medical schools that are not accredited by Liaison Committee on Medical Education (LCME) or American Osteopathic Association (AOA), including certifications by the Educational Commission for Foreign Medical Graduates (ECFMG).
 - c. Obtain proof of current US citizenship or appropriate Visa status.
 - d. Evaluate candidates holistically through an interview process based on an assessment of preparedness, ability, aptitude, academic credentials, communication skills, experiences, and personal qualities (such as motivation and integrity).
 - e. Provide pertinent information to candidates, in writing, including the following:
 - i. Salary and benefits information

- ii. Explanation of Sentara's liability coverage for residents
 - iii. Any conditions of employment
- 3. All interviewed applicants will be considered for ranking in the residency match, in order of preference, based on the following criteria:
 - a. USMLE or COMLEX scores
 - b. Medical school performance
 - c. Letters of recommendation
 - d. Sentara residents' and faculty perceptions during interviews
 - e. Determination of communication skills, professionalism, motivation, and integrity via interviews
- 4. Recommendations of all interviewing faculty and residents will be considered in determining the rank order of interviewed applicants.

B. Eligibility

Each residency and fellowship program must have written policies for eligibility, selection, evaluation, advancement, and termination that are specific to that program and incorporate Sentara's institutional policies.

Applicants with one of the following qualifications are eligible for appointment to Sentara postgraduate training programs:

- 1. Graduates of medical schools in the United States and Canada accredited by the LCME
- 2. Graduates of colleges of osteopathic medicine in the United States and Canada accredited by the AOA
- 3. Graduates of medical schools outside the United States and Canada who have either received a currently valid certificate from the ECFMG (prior to appointment) or have a full and unrestricted license to practice medicine in the US licensing jurisdiction in which they are training.

Applicants into a postgraduate training program (residency or fellowship) at the second year or beyond, or any fellows, must have passed USMLE steps 1, 2, and 3 or the COMLEX equivalent for acceptance.

Prior to entrance into the program, the applicant must provide appropriate documentation satisfying the requirements as stated above.

C. Selection

- 1. Each program selection committee must ensure that the program selects from eligible applicants by evaluating their preparedness, ability, academic credentials, communication skills, experiences, and personal qualities such as motivation, integrity, and professionalism. Programs must not discriminate with regard to age, race, creed,

color, religion, national origin, sex, pregnancy status, familial status, marital, domestic partnership or civil union status, affectional or sexual orientation, gender identity or expression, medical or genetic information, mental or physical disability, liability for military service or veteran status, and/or any other reasons prohibited by federal, state, or local statutes.

2. Sentara programs will participate in the NRMP and NRMP's MSMP, when available, and the selection of residents through the NRMP or MSMP is mandatory, when it exists. When programs are enrolled in the NRMP, they must follow all policies set by the NRMP. Any resident who qualifies by NRMP policy to be taken outside of the match must receive prior approval from the DIO. It is the responsibility of the PD to seek this approval.
3. The program selection committee will rank the candidates for entrance into the NRMP, where appropriate, for selection based on qualifications listed above.

D. Appointment

- Appointments will be issued to all matched applicants who meet eligibility requirements.
- Following release of the match results, attempts will be made to fill any vacant positions in accordance with the terms of Sentara's Institutional Agreement with the NRMP. If an applicant is unable to fulfill a match commitment, the program will not recruit another candidate until the NRMP has granted a waiver.
- Unless otherwise stated in specialty-specific requirements, the PD may not appoint more residents than approved by their review committee.
- Initial agreements of appointment for all positions will be issued through the GME Office following a review of eligibility.

III. Information Provided to Applicants

This signed acknowledgment is a confirmation that during my interview(s) with Sentara Health, I received a copy of the following items:

- Resident Contract (with Exhibit A: Professional Liability Insurance)
- Resident Salary Summary
- Benefits Plan Summary
- Supplemental Benefit Overview
- GME Institutional Policy Manual

Applicant Acknowledgment

Applicant's Signature

Program Name

Applicant's Printed Name

Signature Date

Program Interview Date

IV. Contract Requirements

A. Provision of a Contract to Each Resident

- All programs must ensure that a sample copy of the resident's contract is available (from their website, upon request) to all applicants during the interview process.
- All residents who match to a GME position at Sentara Health will be sent a written contract outlining the terms and conditions of employment as a resident at Sentara. Residents who are either on or off cycle will receive the contract within two weeks of the match results.
- The contract must comply with the institutional requirements for employment and is extended on a yearly basis; a new contract must be initiated each year. With the exception of the start and finish date, the standard institutional resident contract cannot be modified without the express permission of the DIO.
- Each resident contract requires the signature of the resident, the PD, and the DIO. Payroll will not authorize salary payment unless the DIO has approved the contract by signature.

B. Contract Agreement Terms

- The contract is contingent upon the completeness and accuracy of the appointment documents prepared and submitted by resident. Falsification of any of resident's appointment documents or failure of the resident to meet eligibility requirements constitute a basis for nonappointment or termination.
- The contract—in conjunction with Sentara regulations, policies, procedures, and laws and requirements of applicable accrediting agencies—governs the relationship between Sentara and the resident.
- The contract constitutes the entire agreement between the resident and Sentara. It supersedes any and all prior and contemporaneous oral and written agreements (including any prior year resident contracts or appointment letters) or understandings between Sentara Health and the resident.

C. Contract Components

The contract of appointment must directly contain or provide a reference to the following items, as promulgated by the ACMGE:

- Resident's responsibilities
- Duration of appointment
- Financial support
- Conditions for reappointment and promotion, including criteria for nonrenewal and non-promotion
- Grievance procedures and due process
- Professional liability insurance
- Health and disability insurance
- Vacation, and leave(s) of absence for residents/fellows, compliant with applicable laws
- Timely notice of the effect of leave(s) of absence on the ability of residents/fellows to satisfy requirements for program completion.

- Duty hours and moonlighting
- Access to information related to eligibility for specialty board examinations
- Accommodation for disabilities

V. Evaluation, Renewal, and Promotion

A. Evaluations of Residents

To maximize residents' learning development, regular, timely, and meaningful verbal and written feedback is required. All programs are responsible for the regular evaluation of each trainee's progress. The evaluation system must consist of both formative and summative evaluations and be readily accessible to residents for evaluation review.

- **Formative Evaluations**

Formative evaluations should both help residents to identify their strengths and weaknesses and allow PDs and faculty members to recognize where residents are struggling and address problems immediately.

- **Summative Evaluations**

Summative evaluations assess a resident's learning by comparing them against the goals and objectives of the rotation and program, respectively. This type of evaluation is used to make decisions about promotion to the next level of training or completion of the program.

- **Final Evaluation**

The PD must provide a final summative evaluation for each resident upon completion of the program. The specialty-specific milestones, and (when applicable) the specialty-specific case logs, must be used as tools to ensure residents are able to engage in autonomous practice upon completion of the program.

B. Resident Evaluations by Peers

Residents must be evaluated by their peers at least annually.

C. Evaluations of the Faculty

At least annually, each program must evaluate faculty performance as it relates to the educational program.

D. Evaluations of the Program

At least annually, residents and faculty must have the opportunity to evaluate the program confidentially and in writing.

E. Advancement

All residents must successfully complete all service assignments (or make up any that are judged to be unsatisfactory) before being advanced to the next year of training or completing the program. Successful completion of in-training examinations may also be required for advancement, as set forth in program-specific policies.

Each year of training must include progressive clinical and educational responsibilities and be successfully completed before advancement in the program. Residents who complete the required time for any year of training but are judged to be unsuccessful in fulfilling or completing the academic requirements of that year will be terminated from the program or, at the discretion of the PD or CCC, may be allowed to repeat the year once. If a resident physician is required to repeat a year of training, GME credit for only one year will be granted.

Resident employment agreements must be signed and submitted to the GME Office before advancement to the next year of training.

F. Examination Requirements

To be eligible for consideration of promotion to PGY-3, a resident must have successfully completed the examination requirements necessary for permanent medical licensure (steps 1, 2, and 3 of USMLE or COMLEX). If a resident or fellow is accepted into a training program at a more advanced level and has not yet met this requirement, they will have one year to successfully complete the examinations.

A resident will be required to show documentation of their examination status at the time of signing employment contracts for PGY-2 and PGY-3. If all examination requirements have not been met by the beginning of PGY-2, the PD will be notified and asked to refer the resident to the program's CCC for development of a remediation plan.

If all examination requirements have not been met by the beginning of PGY-3, the contract for continued employment will not be offered, and the resident will be referred to the program's CCC for review and recommendation. The program's CCC will have the authority to determine whether the resident can continue in the program without promotion until they can provide proof of passing the USMLE step 3 or its equivalent.

G. Nonpromotion and Nonrenewal

The PD must provide the trainee with written notice of intent not to renew the contract no later than four months prior to the end of trainee's current contract. If the primary reason(s) for nonrenewal occur(s) within the four months prior to the end of the current contract, written notice of intent not to renew must be provided as soon as reasonably possible.

Without extenuating circumstances, it is preferable for the resident to be placed under review or on probation before a decision is made not to promote or not to renew the GME program agreement. Residents have the right to appeal nonrenewal of the GME contract.

H. Probation

Probationary status will be defined by the program's CCC. While on probation, the resident will be provided close faculty supervision, may be removed from all supervisory responsibilities for other residents and students, and may or may not be given credit for the time during which the probationary status is in effect. If the probationary period is not creditable toward the required time for the educational program, a necessary extension of training time may be required.

I. Dismissal and Termination of Contract

Residents are expected to fulfill the clinical and educational requirements of their GME program. Noncompliance with these expectations may result, in certain circumstances, in immediate dismissal and termination of the GME contract. The resident will receive written notification of this decision, including specific reasons for the decision. Grounds for dismissal include but are not limited to:

1. Failure to rectify the deficiencies that caused the trainee to be placed on probation.

2. Performance that presents a serious compromise to acceptable standards of patient care or jeopardizes patient welfare.
3. Unethical conduct.
4. Illegal conduct.
5. Failure to report for scheduled clinical assignments without advance notice and permission or emergency reasons that are not acceptable to the PD.

VI. Due Process and Grievances

A. Challenging an Evaluation

The resident has the right to challenge the accuracy of a written or electronic evaluation of their performance.

1. As a first step, the resident should meet with the PD to discuss the evaluation. The resident should present their concerns with the evaluation in as objective a manner as possible. For example, a concern may be that the faculty member did not have sufficient exposure to the resident during the evaluation period to form an objective opinion or complete an evaluation.
2. As a result of that conversation, the PD may decide:
 - a. To uphold the evaluation and include it in the resident's record.
 - b. To not act on the challenge to the evaluation at the time but to keep it in the resident's record for future reference.
 - c. To act on the challenge to the evaluation and to purge it from the resident's record.
3. If the resident is not satisfied with the PD's resolution of the evaluation challenge, the resident may appeal the PD's decision to the CCC. The resident's appeal must be submitted by email to the chair of the CCC within 10 calendar days of the PD's decision regarding the challenge.
4. The CCC will, upon receiving the request for an appeal, schedule a meeting within 30 calendar days of receipt of the appeal to consider the resident's concerns and provide findings and recommendations to the PD regarding the disposition of the evaluation.
5. The PD will review all committee findings and recommendations and will make a final decision on the disposition of the evaluation within 10 calendar days of receiving the committee's findings and recommendations.
6. The decision of the PD will be at their sole discretion and will be final with no further appeals allowed.
7. The final decision must be documented in CCC minutes and communicated to the resident.

B. Appealing an Adverse Action

1. Corrective actions that may be appealed are:
 - a. Probation.
 - b. Election not to promote to the next PGY level.
 - c. Extension of the defined training period.
 - d. Nonrenewal.
 - e. Dismissal (except where due to loss or restriction of licensure).

- f. Determination not to certify a resident to sit for an accrediting board if the decision is for reasons other than board requirements.
2. An appeal of an adverse action must be made in writing by the resident to the DIO within 7 calendar days after receipt of the notice of the adverse action. If the resident does not make a timely appeal, the decision of the PD regarding the adverse action is final, and the adverse action will be implemented.
3. If an appeal is made, an appeal committee will be appointed by the DIO. The composition of the appeal committee will be as follows:
 - a. Three members of the GMEC
 - b. A resident or fellow selected by the DIO
4. All documentation submitted to the committee that is relevant to the appeal will be made available to both the resident filing the grievance and to the PD and/or other individuals against whom the grievance is filed. The resident has the right to appear before the committee, present their grievance, and provide any supporting documentation or information in response to that provided by the residency program. The committee may interview the resident and the PD, other residents, and faculty members as the committee deems appropriate. The resident has the right to request individuals be interviewed in relation to the actions being grieved. The chair of the appeal committee will determine which individuals are interviewed by the committee. The resident will not have the right to be represented by counsel.
5. The DIO staffs the committee and attends the committee meetings but does not participate as a voting member of the committee.
6. After completion of the review, the committee submits its recommendations to the DIO. These recommendations may include but are not limited to reinstatement, retention, probation, termination, suspension with or without pay, or other interventions deemed appropriate to the situation. The judgment of the DIO is binding on all parties.

VII. Professional Liability Insurance

Sentara Health will provide liability insurance (malpractice) for residents throughout the course of their training. This coverage is provided at no charge to the resident. The liability insurance provides for the legal defense and protection of residents and Sentara employees from claims reported or filed during and after the completion of GME training, if the resident's alleged acts or omissions are within the scope of Sentara's education program. This commitment will be documented in the resident's contract and will include information on covered and noncovered (e.g., moonlighting) items.

VIII. Health and Disability Insurance

Sentara will provide residents with options for health insurance coverage (e.g., vision, dental, pharmacy, medical) and short- and long-term disability insurance that is consistent with all other Sentara employees. This commitment will be included and referenced in the resident's contract.

IX. Vacation and Leaves of Absence

Residents will have 15 days of Paid Time Off. Paid time off for residents will be encouraged to increase their personal well-being. Programs may reserve the right to decide which times of year paid time off can be taken. Paid time off for personal days, interview days, meeting times, or holidays will be at the discretion of the PD and may be affected by the assigned rotation and subspecialty board certification requirements. Time off and holiday assignments may be affected by agreements with rotation hosts (department or hospital systems) for off-service, off-site, or away rotations. In the case of a stated hospital or regional emergency, urgent professional responsibilities may cancel previously arranged paid time off.

A. American Board of Medical Specialties

The boards of each specialty determine the maximum leave allowed for a resident to remain board eligible. Some boards clearly state the maximum time allowed for leaves, some have no specific policy, and others defer to the PD. Therefore, the specific board policies must be consulted to determine whether makeup time is required. Each program should provide a supplemental policy clarifying their individual specialty board requirements.

B. Makeup Time

For a leave of absence that extends beyond the maximum allowed by the specialty board, the department has the responsibility to see that the best interest of the educational program and the resident are served. To assure the highest-quality education, the department may decide that making up absent time would not be satisfactory. The DIO should be consulted to resolve these situations. However, potential problems involving makeup time do not grant the PD the authority to deny military, election duty, jury duty, or FMLA leave to someone who is lawfully entitled to it.

Any makeup time that is required will be scheduled with an effort to best accommodate the needs of the resident, but makeup time cannot be guaranteed. When makeup time is scheduled, the resident will usually be required to make up the absent time at the end of the academic year in which the absence occurred. This makeup time will necessarily delay the beginning of each subsequent academic year by an amount equal to the makeup time. In effect, the resident's senior year will extend beyond June 30 by an amount equal to the makeup time. Any required makeup time will be paid, and all fringe benefits will be provided. It should be noted that recurring duties such as number of call days should not be accrued for a resident on extended leave (more than two consecutive weeks of leave; the resident should not have to pay back those types of duties when they return).

C. Family and Medical Leave

Family and Medical Leave is governed by Sentara policy. Please see human resources for more information.

D. Funeral Leave

Funeral leave is governed by Sentara policy. Please see human resources for more information.

E. Election Duty and Jury Duty

Absences required for election duty or jury duty are governed by Sentara policy. Please see human resources for more information.

F. Resident Leave

Residents will be provided with six weeks of approved medical, parental, and caregiver leave(s) of absence for qualifying reasons that are consistent with applicable laws once during their residency, starting the day the resident/fellow is required to report. In addition, they will have 1 week of leave/PTO for the year it was taken in. Resident will either have PTO or leave but not both in the same year taken.

G. Leave of Absence

PDs may, at their discretion, approve a resident's request for leave without pay. All leave of absence requests must be communicated to the PD in advance and in writing with a copy to the GME Office.

PDs must consider the applicable American Board of Medical Specialties (ABMS) Member Board and ACGME Residency Review Committee (RRC) requirements in determining whether such leave may be granted. These requirements may necessitate an extension of the training period for the resident to qualify for certification. If a leave will result in an extension of training, PDs must notify the trainee in writing, with a copy to the GME Office, outlining the educational ramifications of the leave (delay in graduation, repeat of a rotation, etc.).

H. Military Leave

Military leave is governed by Sentara policy and is subject to USERRA, a federal law protecting the rights of employees with military duty. Please see human resources for more information. Refer to your PD for program-specific ACGME requirements for leave and eligibility for board testing.

I. Educational Leave

Please refer to the Program Manual.

J. Parental Leave

Please refer to the Institutional Policy, your Program Manual and to your PD for program-specific ACGME requirements for leave and eligibility for board testing.

K. Appeal Process

If there is a discrepancy between the resident and the program regarding the number of days for board eligibility, a decision will be made at the discretion of the DIO.

L. Interview Days

Interview leave will be provided to the resident over the course of the residency and/or fellowship training period. The resident must submit a leave request form and obtain approval from the PD prior to taking time off for interviews. The program reserves the right to request information that confirms the interview time used. Interview leave may not be used as an extension to vacation, educational, and/or any other type of leave. Interview leave will not be paid out at the end of the training period. Interview leave may not be taken when on rotation outside of Sentara.

X. Resident Services

A. Employee Assistance Program (EAP)

Residents will be provided with access to confidential counseling and mental health services through the Sentara EAP, 1-800-899-8174 or go to Sharepoint, click on benefits and then EAP to log in, according to Sentara's human resources policies. Use of EAP options will not adversely impact a resident's job security or progression; however, participation does not insulate or protect an employee from the need to maintain satisfactory job performance and job attendance.

We also have an onsite representative two days a week:

Charla White, PsyD, LCP

Cell: 757-613-1119

Office: 703-523-1192

Email: cxwhit28@sentara.com

Office Hours: Tues & Thurs 8:00 a.m. - 6:00 p.m.

B. Physician Impairment (HR Policy 303)

Residents will follow the guidelines in the Sentara medical staff bylaws pertaining to physician impairment. The services provided through the Health Practitioners' Monitoring Program may also be accessed.

C. Harassment and Discrimination (HR Policy 404)

Residents will follow guidelines in Sentara's human resources policies pertaining to harassment and discrimination. Sentara policy provides processes for residents to raise complaints in a safe and nonpunitive environment that is consistent with applicable laws and regulations. Sentara Health is proud to be an equal opportunity employer and is committed to maintaining a respectful work environment. We believe that everyone affiliated with Sentara Health (to include employees, vendors, patients, and visitors) has a right to an environment free of all forms of harassment, discrimination, exploitation, or intimidation.

D. Accommodations for Disabilities (HR Policy 102e)

Residents will follow the guidelines in Sentara's human resources policies pertaining to accommodations for disabilities. Sentara policy provides residents access to accommodations for disabilities consistent with all applicable laws and regulations.

XI. Supervision

A. Overview

The types of supervision are defined as follows:

- Direct supervision means that the supervising physician is physically present with the resident and patient.
- Indirect supervision means that the supervising physician is either immediately available in the facility or is immediately available by phone or electronic means and is available to provide direct supervision.
- Oversight supervision means that the supervising physician is available to evaluate patient care and provide feedback after that care is delivered.

The training programs follow the institutional requirements of the ACGME, which states that the residency PD and faculty are responsible for providing residents with direct experience in progressive responsibility for patient management. The responsibility of an attending physician is to enhance the knowledge of residents while ensuring patient safety and quality care. Such responsibility is exercised by observation, consultation, and direction; it includes imparting knowledge, skills, and attitudes or behaviors to residents and the assurance that care is delivered in an appropriate, timely, and effective manner. Supervision may be exercised through face-to-face contact with residents in the presence of the patient, face-to-face contact in the absence of the patient, and through consultation via phone or other HIPAA-compliant communication devices. If on-site supervision is not necessary, the faculty physician must be able to arrive at the healthcare site within a reasonable time.

B. Responsibilities

The provisions of this policy are applicable to patient care services including, but not limited to, inpatient care, outpatient care, community and long-term care, emergency care, and the performance and interpretation of diagnostic and therapeutic procedures.

1. Supervising practitioners are responsible for the care provided to each patient, and they must be familiar with each patient for whom they are responsible. Fulfillment of that responsibility requires personal involvement with each patient and each resident who is participating in the care of that patient. Each patient must have a supervising practitioner whose name is identifiable in the patient record. Other supervising practitioners may at times be delegated responsibility for the care of the patient and the supervision of the residents involved. It is the responsibility of the supervising practitioner to be sure that the residents involved in the care of the patient are informed of such delegation and can always access a supervising practitioner.
2. Within the scope of the training program, all residents must function under the supervision of supervising practitioners. For services that provide 24/7 resident coverage, call schedules must be established delineating both resident and attending coverage.

3. Each training program is constructed to encourage and permit residents to assume increasing levels of responsibility commensurate with the ACGME milestones, experience, skills, knowledge, and judgment. The CCC of each program defines the levels of responsibilities for each milestone of training by submitting a description of the types of clinical activities each resident may perform under each type of supervision. The residency PD ensures that this list of graduated levels of responsibility is available to residents.
4. Programs must identify and set guidelines for circumstances in which residents must verbally communicate with appropriate supervising faculty. These guidelines must be available in writing for all residents. At a minimum, these circumstances will include the following:
 - a. Emergency admission
 - b. Consultation for urgent condition
 - c. Transfer of patient to a higher level of care
 - d. Code Blue Team activation
 - e. Change in DNR status
 - f. Patient or family dissatisfaction
 - g. Patient requesting discharge against medical advice (AMA)
 - h. Patient death
5. Each resident must know the limits of their scope of authority and the circumstances under which they are permitted to act with conditional independence.

XII. Transition of Care

A. Overview

- **Transition of Care:** The relaying of complete and accurate patient information between individuals or teams in transferring responsibility for patient care in the healthcare setting.
- **Handoff:** The communication of information to support the transfer of care and responsibility for a patient or group of patients from one provider to another. The handoff process is an interactive communication of specific and essential patient information from one caregiver to another.

The transition of care should follow a standardized approach and include the opportunity to ask and respond to questions. Adequate time must be allowed for transition communication. All parties involved in the handoff must have access to an electronic copy of relevant documents. The transition process should, at a minimum, include:

- Identification of the patient, including name, medical record number, and date of birth.
- Identification of the admitting/primary/supervising physician and contact information.
- Diagnosis and current status/condition (level of acuity) of the patient.
- Recent events, including changes in condition or treatment, current medication status, recent lab tests, allergies, anticipated procedures, and actions to be taken.
- Outstanding tasks (what needs to be completed in the immediate future).
- Outstanding laboratories/studies (what needs follow-up during the shift).
- Changes in the patient's condition that may occur requiring interventions or contingency plans.

Each program is responsible for developing a formal written policy for handoffs and transitions of care.

B. Assessment

Residents' performance will be continuously assessed during transitions of care. Any issues or deficits identified by faculty or senior residents will be constructively addressed immediately via corrective discussion and education, with an emphasis on patient safety. Should faculty or senior residents identify continued issues, corrective conversations and required actions will be documented by the faculty and shared with the PD.

XIII. Clinical and Educational Work Hours

A. Overview

- **Clinical and Educational Work Hours:** Clinical and educational work hours include all in-house clinical and educational activities, clinical work done from home, and all moonlighting.
- **Work from Home:** Work done from home, such as documenting in an electronic health record and taking calls, must be counted in clinical and educational work hours.
- **Moonlighting Work:** Moonlighting is voluntary, compensated, medically related work performed beyond a resident's clinical experience and education hours and additional to the work required for successful completion of the program. Hours spent in these activities are counted toward the total hours worked for the week. These outside activities must not interfere with the resident's ability to achieve the goals and objectives of the educational program.
- **Day Off:** A day off is one continuous 24-hour period that is completely free from all administrative, clinical, and educational activities. Home call cannot occur on a day off.

B. Maximum Duty-Period Length

Duty hours are limited to 80 hours per week, averaged over a four-week period.

C. Resident Logging

- Residents are required to document their duty hours in the resident tracking software.
- In the case of a duty-hour violation, the resident must document why there was a violation. The PD will then review and document the violation. A violation may be justifiable, but the PD must approve it. Please see the section on flexibility to see examples of what is justifiable.
- If duty-hour logging procedures are not documented by the seventh day of each month, PDs have the right to implement and discuss consequences as needed to assist with compliance.

D. Time Off between Scheduled Clinical Work and Education Periods

- Residents will have adequate time to maintain their health through routine and necessary medical, dental, and mental healthcare.
- Residents should have 8 hours off between scheduled clinical work and education periods.
- Residents must have at least 14 hours free of clinical work and education after 24 hours of in-house call.

E. Days Off

Residents must be scheduled for a minimum of one 24-hour day in seven free of clinical, educational, and administrative activities. This can be averaged over four weeks to allow flexibility in scheduling time off. Home call cannot be assigned on a free day.

F. In-House Call

- Residents must not be scheduled for in-house call more frequently than every third night when averaged over a four-week period.

- Work periods for residents must not exceed 24 hours of continuous scheduled clinical assignments. A resident may have an additional 4 hours beyond the 24-hour assignment for care of established patients. These additional 4 hours cannot include ambulatory work or newly assigned patients.

G. Home Call

- A rest period is not required after an assignment of home call overnight.
- At-home call is not subject to the every-third-night limitation but must not be so frequent or taxing to preclude rest or reasonable personal time for each resident.

H. Night Float

- Night float must occur within the context of the 80-hour and one-day-off-in-seven requirements.
- The number of consecutive weeks of night float and maximum number of months of night float per year may be further specified by a specialty's review committee.

I. Flexibility at the Resident's Discretion

There may be circumstances when residents choose to stay to care for their patients beyond a work period or return to the hospital with fewer than eight hours free of clinical experience and education. This must occur within the context of the 80-hour work week and the one-day-off-in-seven requirements.

J. Unusual Circumstances

In rare circumstances, after handing off all other responsibilities, a resident, on their own initiative, may elect to remain or return to the clinical site for **up to four hours** in the following circumstances: to continue to provide care to a single severely ill or unstable patient, humanistic attention to the needs of a patient or family, or to attend unique educational events.

K. Moonlighting

PGY-1 residents are not allowed to moonlight. Other PGY-level residents may be allowed to moonlight based on compliance with state regulations and individual program policies. Prior approval to include application, personal DEA license, and personal malpractice insurance for outside moonlighting must be granted by the PD and documented properly with both the individual program as well as the GME Office.

L. Institutional Oversight/Dealing with Noncompliance

If a program has a clinical and educational work hour violation, the GMEC must receive a report from the program on the reasons leading up to the violation and how the situation can be remedied. The GMEC will have oversight over approval of the report and the remediation plan.

XIV. Vendor Interactions

Sentara is committed to ethical business and professional behavior that protects the integrity of clinical and managerial decision-making. Sentara expects that professional standards of conduct will be maintained in education, clinical practice, and research.

Sentara has adopted the policies listed below based on best practices throughout the healthcare industry. Questions regarding the practical application of any of these policies should be brought to the PD, a department chair, a member of senior management, or Sentara's general counsel.

Please see policy Vendor Code of Conduct Policy 8.2024, 116 – Gifts and Other Business Courtesies FAQ 2024, Policy – Taxation of Gifts 2023 FINAL, and 118 – Disclosure of Conflict of Interest 02.022.23 for required abidance.

XV. **Noncompetition**

It is the policy that no Sentara GME program will ask for a commitment by a resident on a noncompete or restrictive covenant clause as a contingency of GME training.

Residents are advised that they cannot sign a noncompete or restrictive covenant clause in conjunction with any Sentara documents. Residents must immediately advise the GME Office if they are asked to sign such a document.

XVI. Substantial Disruptions in Patient Care or Education

A. Preparation and Support

- At the beginning of each academic year (July), the GME Office will remind the GMEC and all programs that Sentara has emergency procedures and a crisis plan, and that the GMEC has an approved disaster policy. Each program should forward the information to all residents.
- Email to the Sentara GME Office is the official communication method for Sentara's GME programs. Each year, the GME Office receives updated contact information and two emergency contacts from all residents. This information is uploaded into the residency tracking program and is available to the programs.

B. Disaster Procedures and Communications with the ACGME

- If there is a disaster or extreme emergency, the DIO or designee will notify the ACGME executive director and request a declaration of disaster. The ACGME will post the notice on its website, and the institution will follow all ACGME policies related to disaster notification.
- Within 10 days after the declaration of disaster, the DIO or designee will discuss with the ACGME and PDs any program changes needed because of the disaster. This includes options to transfer residents to other programs temporarily or permanently, with help from the GME Office.
- Sentara will continue to provide administrative support to all affected programs and residents during this period. Continued salary and benefits payments will depend on the overall circumstances of the disaster and the scope and duration of the emergency.
- All information will be submitted to the ACGME within 30 days after the disaster, unless other dates are approved. The DIO or designee will work with the ACGME and accrediting bodies to decide whether any programs may need to be temporarily or permanently withdrawn.
- Questions should be directed to PDs or the DIO.

XVII. Closures and Reductions

- Senior leadership of the sponsoring institution in conjunction with the department chair, PD, DIO, and GMEC will make every appropriate effort to avoid the closure of ACGME-accredited programs.
- The sponsoring institution must inform the GMEC, the DIO, and the affected residents within five business days following a decision to reduce the size of or close one or more programs or when the sponsoring institution itself intends to close.
- In the event a decision is made that a training program must decrease in size:
 - The sponsoring institution will inform the appropriate department chair and PD, the DIO, GMEC, and the residents within five business days of the decision.
 - The DIO and GMEC will be responsible for monitoring the process to reduce the complement of residents.
 - Plans to reduce the complement of residents in the program will be made by first reducing the number of positions available to incoming residents.
 - If the reduction needs to include residents currently in the training program, the department chair, PD, and DIO will assist the affected residents in identifying training opportunities in an alternative ACGME-accredited program(s) in which they can continue their education.
- In the event a decision is made that a training program must close:
 - The sponsoring institution will inform the appropriate department chair and PD, the DIO, GMEC, and the residents within five business days of the decision.
 - The DIO and GMEC will be responsible for monitoring the closure process.
 - The sponsoring institution will preferentially structure a closure, when reasonable, that allows enrolled residents to complete the program.
 - **If** a program must be closed before all residents are able to complete their training, the department chair, PD, and DIO will work closely with the resident(s) to assist them in identifying training opportunities in an alternative ACGME-accredited program(s) in which they can continue their education.

POLICY TITLE: SPECIAL REVIEW POLICY

Policy Number: XVIII

Developed by: GME Committee (GMEC)

Date(s) reviewed and/or revised: 10/17/2023,
12/8/2025, 1/24/2026

Date approved by GMEC: 10/17/2023, 12/8/25,
1/27/2025

I. PURPOSE

The Sentara Graduate Medical Education Council (GMEC) is responsible for ensuring compliance with IR I.15

The GMEC must demonstrate effective oversight of underperforming programs through a Special Review process. The Special Review Process must include a protocol that:

- a. establishes a variety of criteria for identifying underperformance that includes, at a minimum, program accreditation statuses of Initial Accreditation with Warning, Continued Accreditation with Warning, and adverse accreditation statuses as described by the ACGME policies, and
- b. Results in a timely report that describes the quality improvement goals, the corrective actions, including timelines.

II. SCOPE

This policy applies to all Sentara Health residents, fellows, and their respective training programs. For the purpose of this Policy, the term “resident” shall be used to identify both resident and fellow trainees.

III. POLICY, CRITERIA AND PROCEDURES

The GMEC has established the following criteria for identifying underperforming programs, three categories for procedures for the Special Review (SR), and methods to oversee and resolve identified issues. See Section IV for procedures for the SR.

Category 1 Special Reviews

Category 1 SRs are focused on the specific citation(s) related to the ACGME action and may follow a revised procedure for the review as identified by the Designated Institutional Official (DIO). Criteria include:

- a. Pending ACGME Focused Review
- b. Accreditation with warning status
- c. Probation status.

Category 2 Special Reviews

Category 2 SRs are identified through internal and external criteria.

- a. Internal criteria
 1. Request by hospital or departmental leadership with justification provided to the DIO
 2. Concerns communicated to the DIO by residents and/or faculty members.
- b. External criteria
 1. 4 or more ACGME Citations
 2. Lack of correction of ACGME Citations
 3. Other as identified by the GMEC.
 4. Meets four or more of the following on Annual ACGME ADS Resident/Fellow Surveys
 - a. Survey completion rate by less than 70% of eligible residents/fellows.
 - b. Pattern of downward trends in two or more Categories as identified in the Total Percentage of Compliance by Category.
 - c. Rating of below 75% compliance in ten or more areas across the six Categories
 - d. Rating of less than a mean of 4.0 in any one Category
 - e. Rating of less than 4.0 on Residents’ Overall Evaluation of the Program

5. Annual ACGME ADS Core Faculty Surveys
 - a. Survey completion rate below 60% of core faculty
 - b. Downward trends in four or more Total Percentage Compliance by Category
6. Annual Program Evaluation
 - a. Failure to complete the Annual Program Evaluation
 - b. Failure to complete the APE Corrective Action Plan
 - c. Failure to correct deficits identified in the Annual Program Evaluation
 - d. ACGME RRC request for Progress Reports

Category 3 Special Reviews

Category 3 Special Reviews may be conducted at the option of the DIO. These SRs are comprehensive reviews which focus on the major elements of the program.

1. Newly accredited programs (within 12 months of first entering trainees)
2. Director changes (within 18 months of change),
3. Significant changes in core faculty as identified by the program director, departmental chair, or the DIO.

IV. SPECIAL REVIEW COMMITTEE (SRC)

The DIO will appoint a Convener and members of the SRC. Members must include at least 2 faculty members from outside of the program being reviewed (one must be a GMEC member), a hospital representative, and at least one resident representative. Other members may be appointed at the discretion of the DIO or at the request of the SRC members.

For Category 1 and 2 SRs, the DIO prepares and sends to the program residents/fellows a confidential and anonymous GME Institutional Survey addressing the identified issues. The survey is narrative in form and attempts to identify the root causes of identified issues.

After completion of the GME Institutional Survey, the GME Office prepares and distributes documents to the SRC members at least two weeks in advance to the SRC meeting. Materials may include but are not limited to:

1. ACGME Specialty ACGME Requirements
2. GME Institutional Survey
3. ADS Annual Major Changes/Program Update
4. Most recent ACGME Letter of Accreditation Status
5. Faculty and Resident Rosters
6. ACGME ADS Resident/Fellow Surveys for Two most Recent Years
7. Program Policies Related to the Identified Concerns
8. Annual Program Evaluations from the Two Most Recent Years
9. Corrective Action Reports from Program

The Convener will determine the process for the investigation and review of documentation. The program director and residents will be interviewed separately, and other individuals may be interviewed at the request of SRC.

Based on the SRC member review, the SRC Convener will draft a report of findings and review the draft report with the SRC members. The report will be sent to the program director for his/her initial review and the program director may request corrections to the report. Based on the findings, the program director will submit a Special Review Action Plan corrective action plan to the SRC for review and approval.

The final report will be submitted to the DIO and the program director. The DIO or his/her designee will meet with the program director to review and discuss. A due date for a follow-up to the corrective actions will be established

by the SRC to be approximately 6 months after the Special Review Report is submitted to the program director. A GME Institutional Survey Follow-Up may be conducted within three months of submission of the final report to the program director.

The program director must share the results of the SR with residents/fellows and with core faculty members.

V. GMEC MONITORING

The following reports will be presented to the GMEC

1. An executive summary of the SR at the GMEC to include the SR report, corrective action plan, and related outcomes measures.
2. Action Plan Outcomes report within 6 months of the initial report.

REVISED JANUARY 2026

POLICY TITLE: TRAINEE RECORD RETENTION

Policy Number: XIX

Developed by: GME Committee (GMEC)

Date(s) reviewed and/or revised: 12/8/2025

Date approved by GMEC: 12/8/2025

I. PURPOSE

Records documenting resident performance must be maintained accurately. The records must also be current and in accordance with the Accreditation Council for Graduate Medical Education (ACGME) and relevant Residency Review Committee (RRC) regulations standards as necessary. The GMEC assures compliance via its oversight function.

II. SCOPE:

This Policy applies to all ACGME accredited post-graduate training programs sponsored by Sentara Health programs.

III. DEFINITIONS:

Applicant: Any eligible Medical Doctor (MD) or Doctor of Osteopathy (DO) applying for acceptance to a GME program.

COMLEX: Comprehensive Osteopathic Medical Licensing Exam.

ECFMG: Education Commission for Foreign Medical Graduates.

Electronic Residency Application Service (ERAS): The centralized online application service used by the Association of American Medical College (AAMC) to transmit residency applications to Program Directors.

GME Files: Personnel files external to New Innovations which reside in the GME Office network files or in paper files.

Life Support Certifications: Basic Life Support (BLS), Advanced Cardiac Life Support (ACLS), Advanced Trauma Life Support (ATLS), Pediatric Advanced Life Support (PALS), Neonatal Resuscitation Program (NRP).

Program: Program Director and Program Coordinator.

Program Files: Materials other than those personnel files in New Innovations which may reside in department network files.

Medical Student Performance Evaluation (MSPE): Also known as the Dean's Letter, the MPSE in a medical school evaluation that the Resident applicant has waived the right to see that is received as a part of the Resident's application.

Resident: Any physician in an accredited GME program, including Residents and Fellows.

Resident Graduate: A Resident who successfully graduates from an ACGME-accredited training program at Sentara Health.

Resident Non-Graduate: A Resident who does not successfully graduate from an ACGME-accredited training program at Sentara Health. Resident Non-Graduates include Residents dismissed pursuant to disciplinary action, those who transfer to an external training program, and those who terminate for other reasons without graduating.

Resident Records: Electronic records pertaining to a Resident's training. Resident Records include:

1. Personnel Records – confidential records containing factual, objective, and employment-related information and;

2. Quality Assurance (QA) records – confidential documents pertaining to the evaluation of Residents that are protected from disclosure.

Scholarly Activity: An opportunity for Residents and faculty to participate in research, as well as organized clinical discussion, rounds, journal clubs, and conferences (e.g. presentations and attendance at national meetings, research projects, publications).

USMLE: United States Medical Licensing Examination.

IV. PROCEDURE:

A Trainee's Files: Each residency or fellowship must maintain for a period of 70 years post program completion or termination date, either manually, electronically, or in the residency management system (New Innovations) resident personnel files for each resident that include, at a minimum, if applicable:

- Application ERAS file
- ECFMG documentation
- Copy of the medical school diploma
- Copy of annual resident contracts
- In-training exam scores
- Annual verification of current Training and any Permanent License
- Semi-annual milestone evaluations
- Semi-annual written evaluations by the Program Director
- Final written evaluation by the Program Director
- Final milestone evaluations
- Final procedure or case logs
- Documentation of any adverse action, such as probation, dismissal, or nonrenewal of contract
- Verification request information release
- Copy of the residency and/or fellowship graduation diploma

B. Each residency or fellowship must document verification of program completion for all program graduates within 30 days of graduation.

C. Each residency or fellowship must provide verification of program completion on resident's request within 30 days.

POLICY TITLE: Well-Being Policy

Policy Number: XX

Developed by: GME Committee (GMEC)

Date(s) reviewed and/or revised: 12/8/2025

Date approved by GMEC: 12/8/2025

I. PURPOSE

The purpose of this policy is to foster a supportive and healthy training environment for residents and fellows by proactively monitoring and addressing stress, fatigue, and mental or emotional conditions that may impair performance, learning, or well-being. The policy aims to ensure resident safety and optimal patient care by identifying and mitigating excessive service demands, promoting work/life balance, and providing comprehensive wellness resources. Through regular training, assessments, and access to institutional support services such as the Sentara Employee Assistance Program, wellness programs, and fatigue mitigation strategies, the program seeks to prevent burnout, depression, substance use disorders, and other challenges. Additionally, the policy ensures residents have access to confidential counseling, flexible scheduling for personal health needs, and safe transportation options to maintain their physical and emotional health, enabling them to thrive both professionally and personally.

II. SCOPE:

This Policy applies to all ACGME accredited post-graduate training programs sponsored by Sentara Health programs.

III. PROCEDURE:**WELL-BEING**

- The Program Director, Associate Program Directors, and Faculty are responsible for monitoring resident stress including mental or emotional conditions inhibiting performance or learning and also drug or alcohol-related dysfunction.
- The program will monitor situations that demand excessive service or that consistently produce undesirable stress on residents. The program will modify any rotation that produces consistent excessive stress and fatigue in order to maintain a safe patient care environment.
- All residents and faculty, including the Chief Residents, will receive training yearly to learn how to monitor resident stress, fatigue, and emotional disorders.
- To help monitor resident stress and well-being, residents will periodically be surveyed utilizing a fatigue and stress assessment tool. The Program Director, Associate Program Directors, and Chief Resident will utilize this tool to screen for early signs of resident stress and emotional problems. When found, residents will be directed to appropriate counseling and their schedules may be modified to facilitate recovery. Additionally, duty hours are tracked weekly by the chief resident and reported to the Program Director. Duty hours must be entered in a timely manner (within one week, as above) for this to occur.
- All residents must complete the online Well-Being Index at least twice per year. This tool is accompanied by educational and support resources for residents at risk for burnout and other adverse effects of struggles with work/life balance and related issues. The program will monitor an aggregate report of overall well-being within the program.

INSTITUTIONAL WELLNESS OPPORTUNITIES (RESIDENTS/FACULTY/STAFF)

- Sentara EAP (Employee Assistance Program) provides confidential, short-term, and

solution-focused services. Our counselors are professional and caring. You can confidentially turn to Sentara EAP even before an issue or concern severely impacts your home life or work performance. Through Sentara EAP, you and your dependent family members have access to in-person, onsite, and virtual visits per incident per year at no cost. You will have up to 8 counseling sessions per topic for colleagues and their household members. Sentara EAP also provides work/life services to you and your family. Topics include:

- a. Search databases for child, older adult, or pet care providers; adoption agencies; and more
- b. Learn new skills by taking online classes
- c. Find discounts for up to 25% off of hundreds of name brands
- d. Review our encyclopedia for help with medical and legal terms
- e. Read from our extensive library of articles for help with issues like:
 - i. Aging – support for caregivers and information on Medicare
 - ii. Balancing – personal growth and healthy relationships
 - iii. Living – consumer tips and fraud prevention
 - iv. Parenting – developmental stages and talking with teens
 - v. Thriving – healthy eating and wellness

Call Sentara EAP at 1-800-899-8174. We're available to help 24/7.

- Sentara Health provides wellness resources to Residents/Fellows/Faculty and Staff in the following areas:

➤ **Physical**

- | | | |
|---|-----------------------------------|---------------------------|
| ○ Omada | ○ Bariatric Surgery | ○ Health Discount Program |
| ○ QUIT NOW Virginia | ○ Omish Lifestyle Program | ○ Weight Watchers @ Work |
| ○ Mission: Health Screening & Lab Forms, Health Guide, Health FAQs, Health Challenges | ○ More About Program | ○ SNVMC Gym |
| ○ Diabetes, CAD/CHF, Respiratory and Pregnancy Coaching | ○ Tobacco Cessation | ○ Eating for Life |
| ○ WebMD, 2024 WebMD Navigation Guide, WebMD Digital Health Coaching and Personal Health Assistant | ○ Fitness and Educational Classes | |

➤ **Emotional**

- Sentara Employee Assistance Program (Password: sentara)
- Mental Well-Being from Sentara Health Plans
- Yoga and Meditation Video/Audio Library
- Elder Care Resources
- Grief Benefits – Terminal Illness and Death

➤ **Social**

- Sentara Flu Vaccine & Prevention
- Mission: Health Champion
- Sentara Cares
- National Institute of Health ((NIH) Social Wellness Toolkit
- Fidelity Workplace Giving Platform
- Diversity & Inclusion (Page)

➤ **Financial**

- Fidelity NetBenefits
- Educational Assistance Programs
- HOPE Employee Relief Fund
- Financial Planning
- Tuition Discounts and Educational Partnerships
- WorkPerks

- Residents and Fellows have access to healthy food and beverage options at the Sentara Northern Virginia Medical Center (SNVMC).
- SNVMC offers a small gym for Residents and Fellows to work out and use treadmills and other gym equipment.

A. GRADUATE MEDICAL EDUCATION SUPPORT

- The GME office is a safe place where Residents/Fellows can ask for and receive help with various needs including coaching and mentoring.
- The GME office sponsors an annual Resident and Fellow Appreciation Day.
- The GME office provides the **Well-Being Index** (WBI) to all Resident and Fellow training programs. The trainees are required to complete the WBI twice a year and report the completion of the survey to their Program Director. Trainees are encouraged to discuss any findings or areas of concern to their program for follow-up support if needed.
- Residents may take advantage of a ride-sharing company from the hospital in the event that they are too fatigued to drive home after a clinical shift.
- All Residents review an annual training video on sleep alertness and fatigue mitigation.
- The GME office offers resources to all programs in the areas of burnout, depression, and substance use disorders, including a means to assist those who experience these conditions.

B. PROGRAM SUPPORT

- There are circumstances in which Residents and Fellows may be unable to attend work, including but not limited to fatigue, illness, and family emergencies. Each program has policies and procedures in place to ensure coverage of patient care in the event that a Resident may be unable to perform their patient care responsibilities. These policies will be implemented without fear of negative consequences for the Resident who is unable to provide the clinical work.
- Residents have the opportunity to attend medical, mental health, and dental care appointments, including those scheduled during their work hours. Residents must follow the program's procedures for scheduling and notification of these appointments.
- Residents are encouraged to alert the Program Director, a faculty mentor, or Chief Resident when they have concerns for themselves, a Resident colleague, or a faculty member displaying signs of Burnout, depression, substance abuse, suicidal ideation, or potential for violence.

C. FATIGUE MITIGATION

Space is provided for residents to nap and strategic napping is strongly encouraged during and after 24-hour work shifts especially from 10 pm to 8 am as much as possible.

D. WORK-TO-HOME TRAVEL

If a resident is fatigued and cannot drive home, Sentara will provide round-trip transportation to get the trainee home safely.

- The trainee will contact their preferred ride-sharing company. For example, Uber or Lyft. It is the trainee's responsibility to download and access the ridesharing app on their personal smartphone. If the trainee does not want to use a ride-sharing company, they can contact any local taxi cab company. For example, Yellow Cab of Prince William County 703-491-2222.
- Request for reimbursement must be completed within 7 business days. Receipts are to be turned in to the Residency Coordinators in order to begin the process.

POLICY TITLE: Visa Sponsorship

Policy Number: XXI

Developed by: GME Committee (GMEC)

Date(s) reviewed and/or revised: 12/8/2025

Date approved by GMEC: 12/8/2025

I. PURPOSE

The purpose of this policy is to outline the eligibility criteria, requirements, and procedures for the Graduate Medical Education (GME) Program to accept and sponsor international medical graduates (IMGs) who require a visa to participate in accredited residency or fellowship training at Sentara Health.

This policy ensures compliance with all requirements of the Educational Commission for Foreign Medical Graduates (ECFMG), the U.S. Department of State, and accrediting bodies.

II. SCOPE:

This policy applies to:

- All ACGME-accredited residency and fellowship programs sponsored by Sentara Health.
- All applicants who request visa sponsorship.
- The Designated Institutional Official (DIO), Program Directors, GME Office, HR, and Credentialing

III. POLICY STATEMENT:

Sentara Health accepts and supports residents and fellows who hold valid ECFMG-sponsored J-1 visas. The institution does not sponsor H-1B visas for residency or fellowship training. All J-1 visa sponsorship activities must follow the regulations of the Exchange Visitor Program as administered by ECFMG.

IV. PROCEDURE:

Eligibility Requirements for J-1 Visa Applicants

To be considered for a residency or fellowship position requiring J-1 sponsorship, applicants must:

1. Meet all program eligibility requirements, including passing required exams (e.g., USMLE Steps or COMLEX equivalents).
2. Hold a valid ECFMG Certificate at the time of program start.
3. Provide all documents required for ECFMG J-1 sponsorship, including:
 - Valid passport
 - Medical school transcript and diploma
 - ECFMG Certification
 - Proof of English proficiency (if required by ECFMG)
4. Demonstrate the ability to meet ECFMG and institutional deadlines for visa processing. If the Applicant is unable to commence training within two (2) educational blocks or two (2) months of the program start date, as applicable based on program structure, due to delays in visa processing, the Agreement may be terminated on the basis that the Applicant did not meet the required program start date.
5. Agree to comply with all J-1 visa rules, including the two-year home residency requirement (if applicable).

Program Responsibilities

The Program Coordinator will:

- Verify applicant eligibility for J-1 sponsorship
- Provide the official **Offer Letter** required by ECFMG
- Assist the applicant in obtaining required institutional signatures
- Maintain copies of ECFMG-issued DS-2019 forms
- Track expiration dates of J-1 visas and DS-2019s
- Monitor compliance with ECFMG and federal regulations
- Ensure onboarding timelines align with visa approval
- Maintain employment records consistent with institutional policy and GME policies

Program Directors must:

- Select candidates based solely on merit and program criteria
- Notify the GME Office when an applicant requires J-1 sponsorship
- Ensure the resident/fellow remains in compliance with ECFMG requirements
- Report any concerns, lapses in training, or disciplinary actions to GME immediately

Human Resources Responsibilities

Human Resources will:

- Verify legal authorization to work

Resident/Fellow Responsibilities

Residents and fellows sponsored on a J-1 visa must:

- Comply with all ECFMG regulations, including duty hour and supervision requirements
- Maintain current and valid immigration documents (e.g., passport, DS-2019, I-94 entry record)
- Report all changes of address to USCIS on the FORM AR-11 via hardcopy or electronically as permitted or legal status within required timelines
- Complete yearly ECFMG sponsorship renewal requirements
- Not engage in any unauthorized employment with any other U.S. employer or entity or moonlighting
- Notify the GME Office immediately of any issues impacting visa status
- Failure to comply may result in withdrawal of J-1 sponsorship and termination of training and reporting to the Dept of State and Dept of Homeland Authority / USCIS or ICE as required.

Application & Sponsorship Process

- Applicant matches or is selected for a position.
- Program notifies the GME Office of applicant's J-1 sponsorship.
- Program issues a formal Offer Letter meeting ECFMG requirements.
- Applicant submits all required documents to ECFMG.
- ECFMG reviews and issues the DS-2019.
- Applicant uses DS-2019 to secure a J-1 visa from a U.S. consulate and is able to commence training within two (2) educational blocks or two (2) months of the program start date, as applicable based on program structure, due to delays in visa processing, the Agreement may be terminated on the basis that the Applicant did not meet the required program start date.
- Program verifies visa status prior to onboarding.

Renewal of J-1 Status

Residents and fellows must:

- Submit renewal documents to ECFMG at least 3–4 months prior to expiration
- Remain in good academic and professional standing
- Provide updated financial and identification documents as required

The Program Clinical Competency Committee reporting to the Program Director reserves the right to decline renewal for individuals not meeting performance or compliance standards. In these cases, ECFMG will be notified along with the government agencies involved in the J-1 visa issuance and status.

Transfers and Extensions

- All J-1 transfers between institutions must be approved by ECFMG and the DIO or ADME.
- Extensions (e.g., for remediation, research years) require Program Director justification and GME approval.
- ECFMG rules regarding maximum training years apply.

10. Termination or Withdrawal of Sponsorship

Sponsorship will be terminated if:

- A resident or fellow resigns or is dismissed
- Visa status is violated or invalid due to the actions for the resident or fellow or if required by government authorities.
- The resident fails to maintain ECFMG requirements

The Program must report changes to ECFMG within required timelines.

Compliance & Auditing

The GME Office will conduct periodic reviews to ensure:

- Programs adhere to this policy
- Resident visa files are complete and up to date with government authorities and verification systems.

Programs found to be out of compliance may be subject to GMEC review.

POLICY TITLE: Program Didactics

Policy Number: XXII

Developed by: GME Committee (GMEC)

Date(s) reviewed and/or revised: 12/8/2025

Date approved by GMEC: 12/8/2025

I. PURPOSE

The purpose of this policy is to define requirements for the planning, delivery, attendance, and documentation of GME didactic education, including the use of video conferencing and recording. This policy ensures compliance with the Accreditation Council for Graduate Medical Education (ACGME) Institutional and Program Requirements, supports equitable access to educational activities, and protects confidentiality, privacy, and professionalism.

II. SCOPE:

This policy applies to:

- All ACGME-accredited residency and fellowship programs institutionally sponsored by Sentara Health
- All students, residents, and fellows rotating under GME
- All faculty members and presenters involved in educational activities through GME
- All digital platforms used for didactics (e.g., Zoom, Teams, Webex)

III. POLICY STATEMENT:

Sentara Health is committed to providing structured, high-quality didactic education that meets ACGME requirements for curriculum design, protected educational time, and documentation. Didactics may be delivered in person, via video conferencing, or through recorded sessions, provided that:

- Educational quality is maintained
- Attendance is accurately tracked
- Confidentiality and HIPAA regulations are adhered to
- Recordings are stored securely and used only for educational purposes

IV. PROCEDURE:**Protected Educational Time**

- Programs must provide residents and fellows with protected time for didactic sessions in accordance with ACGME program requirements.
- Clinical duties may not routinely interfere with educational time.

Video Conferencing Standards**Approved Platforms**

Only institutionally approved, secure, HIPAA-compliant platforms may be used, including:

- **Zoom (enterprise/healthcare version)**
- **Microsoft Teams**

Expectations During Virtual Didactics

- PHI may **not** be displayed or discussed unless both the platform and the participants' environment meet HIPAA requirements.

Recording of Didactics

Purpose of Recordings

Recordings may be used for:

- Supplementing learning
- Allowing residents on nights/leave/rotations to access missed content
- Faculty review and program improvement

Recording Requirements

Programs may record didactics only if:

- Participants are notified at the start of the session
- No PHI is shown or discussed
- Recordings are stored securely
- Recordings are used **only** for internal educational purposes
- Recording has been approved through Sentara's meeting recording exception process

Individual Residents may not record.

Storage and Access

Recordings must be stored on secure, institutionally approved platforms (e.g., learning management systems, protected cloud drives).

- Access must be restricted to current residents, fellows, and relevant faculty.
- Recordings must not be downloadable unless explicitly allowed by GME.

Retention and Deletion

- Programs can retain content as long as it remains evidence based and/or up to date.
- Recordings must be permanently deleted if it is not relevant anymore.
- Recordings may not be shared outside the institution without prior approval from the DIO and/or the ADME.

Prohibited Actions

The following are strictly prohibited to maintain compliance and confidentiality:

- Sharing recordings outside of Sentara Health
- Posting recordings on public platforms (e.g., YouTube, social media)
- Including PHI in any recorded or virtual session (unless HIPAA-secure and pre-approved)
- Modifying or distributing recorded content without authorization

Responsibilities

Program Directors

- Ensure didactics meet ACGME requirements
- Ensure faculty and residents comply with this policy
- Oversee secure storage and archiving of recordings

Faculty

- Deliver ACGME-aligned educational content
- Avoid inclusion of PHI in recorded sessions
- Notify participants when recording begins

Residents and Fellows

- Attend required educational activities
- Follow confidentiality and professionalism standards
- Not record or distribute any educational content without approval

Policy: Harassment 404

Manual: Human Resources

Section: General Information

Location(s): Sentara Health and its direct and indirect wholly-owned and/or majority-owned subsidiaries, including SAMC, SCH, SHRH, SLH, SMJH, SNGH, SNVMC, SOH, SPAH, SRMH, SVBGH, SWRMC

Original Date: 1/30/2002

Revision Date: 11/01/2025

Approved By: Executive Vice President & Chief People Officer

Process Owner: Human Resources

Revision Description (Most Recent): Updated to reflect verbiage in the new Managing Allegations of Sexual Misconduct Policy and the Sentara Workplace Violence Prevention (WVP) Policy.

Policy Statement:

Sentara Health is proud to be an equal opportunity employer and is committed to maintaining a respectful work environment. We believe that everyone affiliated with Sentara Health (to include employees, vendors, patients, and visitors) has a right to an environment free of all forms of harassment, discrimination, exploitation, or intimidation.

In keeping with our culture, Sentara Health does not tolerate or condone any form of unlawful discrimination or harassment. Harassment in any form or by anyone will not be tolerated. We prohibit the unfair treatment of any person or group, including on the basis of protected characteristics, including, but not limited to race, color, religion, sex, sexual orientation, gender identity, gender expression, marital status, pregnancy, childbirth or related medical conditions including lactation, age, military status, national origin, genetic information, disability or any other basis protected by applicable state or federal laws or regulations. While not an exclusive list, such behaviors could be considered harassment in violation of this policy and not consistent with our Sentara Health culture.

Harassment

Workplace harassment occurs when a colleague suffers unwanted behavior and/or conduct that could offend the individual or another person. Examples of harassing behaviors include (not limited to):

- Degrading or humiliating comments, jokes, stereotypes, innuendos, or slurs;
- Display or distribution of any written materials that ridicule, denigrate, insult, or show hostility or disrespect towards an individual or group;
- Intimidation, threats of violence, or any conduct that unreasonably interferes with a colleague's ability to do their job or to feel safe in the work environment.
- Any act that marginalizes any individuals or groups, such as a racial or ethnic majority, regardless of intent.

Sexual Harassment

Sexual Harassment is defined as unwanted conduct of a sexual nature that has the potential to offend another person. Examples of sexual harassment include (not limited to):

- Touching, rubbing, grabbing, groping, kissing, or violating an individual's personal space.
- Unwanted communication of a sexual nature, regardless of delivery method, including sexually suggestive and/or offensive text messages, emails, social media postings, or voice mails.
- Suggestive or insulting sounds or comments, whistling, leering, or stalking.
- Unwelcome sexual advances, request for sexual favors, or other verbal, visual, or physical conduct of a sexual nature where:
 - The conduct has the purpose or effect of creating an unreasonable interference with an individual's work performance or otherwise creates an intimidating, hostile, or offensive work environment.

- submission to such conduct is made explicitly or inexplicitly a term or condition of employment or is used as a basis for an employment decision (quid pro quo or “this for that”).

All forms of harassment are considered Critical Violations of the Sentara Health Employee Code of Conduct Procedure Policy 301. Any colleague found to have engaged in behaviors that constitute harassment under this policy will be subject to disciplinary action up to and including termination.

Complaint Procedure

If you have been subjected to or have knowledge of anyone else being subjected to unwanted, disrespectful, and/or inappropriate interaction, you are required to notify your/any supervisor, manager, or director, or make a formal complaint by contacting one of the following.

HR Solutions -- 757-455-7744, or

Integrity Hotline (may be anonymous) -- 1-800-981-6667 or

Employee Relations Representative

All complaints and investigations regarding harassment are confidential to the extent possible, and information is disclosed strictly on a need-to-know basis. Any harassment will be handled immediately, and when appropriate, the individual will be removed from the premises immediately, to include colleagues who will be placed on suspension, pending investigation. Sentara Health will explore all appropriate solutions to remedy the situation, including with individuals not employed by Sentara Health.

Leaders who receive a complaint or become aware of suspected or observed harassment are required to report the matter immediately to Employee Relations, who will initiate a prompt, thorough, and impartial investigation. Leaders who knowingly allow or tolerate discrimination, harassment, or retaliation, including the failure to immediately report such misconduct to Employee Relations, are in violation of this policy and subject to discipline up to and including termination.

Employee Assistance Program

Our Employee Assistance Program (EAP) is readily accessible 24/7 and offers a variety of resources, including counseling support, an extensive website, and on-demand educational opportunities. For more information on accessing EAP, please see Employee Assistance Program 303b policy.

Non-Retaliation

Sentara Health supports an environment free from retaliation and will not tolerate retaliation against any colleague who brings forth a concern, asks a clarifying question or participates in an investigation in good faith. Retaliation against a colleague for making a good faith complaint of harassment will result in disciplinary action, up to and including termination.

This non-retaliation policy also extends to any Sentara colleague who receives and investigates a complaint as part of their essential job responsibilities. Investigators must not be subject to retaliation for conducting or participating in the investigation, or for its outcome. Any colleague or leader found to be in violation of this policy may face disciplinary action, up to and including termination of employment.

Colleagues who believe they have been the subject of such retaliation, or who believe they have knowledge of such retaliation, should immediately contact any supervisor, manager, or director. Colleagues may also make a complaint to HR Solutions or contact your Employee Relations Representative (757-455-7744), or the Integrity Hotline (1-800-981-6667).

Exceptions:

None.

Monitoring:

Outcomes Monitoring – Human Resources shall be responsible for monitoring and ensuring adherence to this policy.

Document Management – The Human Resources Department will be responsible for developing, communicating, and maintaining this policy and related procedures and job aids necessary for the implementation and continuation of the policy.

Workday Related Knowledge Articles:

[How to Share a Workplace Concern or Complaint](#)

[Leader: Understanding and Responding to Workplace Concerns](#)

[Leader's Guide to Understanding and Responding to Workplace Concerns](#)

Related Documents:

<i>Policy</i>	Colleague Conduct 301 Sentara Workplace Violence Prevention (WVP) 303b - Employee Assistance Program Reasonable Accommodations – Pregnant Workers Fairness Act 102j ADA - Reasonable Accommodations 102e Managing Allegations of Sexual Misconduct
<i>Procedure</i>	Victim of Workplace Violence – Leadership Process Sentara Workplace Violence Prevention (WVP) Plan
<i>Job Aids</i>	Victim of Workplace Violence - Brochure
<i>Regulatory References</i>	List Regulatory References.

Policy: Drug and Alcohol-Free Workplace 303

Manual: Human Resources

Section: Employment

Location(s): Sentara Health and its direct and indirect wholly-owned and/or majority-owned subsidiaries, including SAMC, SCH, SHRH, SLH, SMJH, SNGH, SNVMC, SOH, SPAH, SRMH, SVBGH, SWRMC

Original Date: 05/01/2024

Revision Date: 7/16/2024

Approved By: Executive Vice President & Chief People Officer

Process Owner: Human Resources

Revision Description (Most Recent): Combined Substance Abuse Testing Policy

Policy Statement

At Sentara Health, we value the well-being of our colleagues, patients, and members. We are dedicated to maintaining a safe, healthy, and efficient work environment, free from the influence of drugs and alcohol. This is crucial for the impeccable service we deliver and fundamental to preserving Sentara's reputation and the confidence of the communities we serve.

As an essential part of our team, you play a vital role in ensuring this environment. You should refrain from the unlawful use, possession, sale, or transfer of illegal drugs or controlled substances, including but not limited to alcohol and marijuana, in any manner that may impair your ability to perform assigned duties or adversely impact Sentara's business.

You must report any legally prescribed drugs you take at work, which may influence your work performance, to Employee Health. Please discuss with your healthcare provider if a prescribed drug could affect your work performance and obtain a medical release, if necessary, before returning to work.

This policy applies to all team members, including applicants, colleagues, students in Sentara schools, contractors, and other service providers associated with Sentara.

Seeking Help

If you or a family member are dealing with addiction, we want you to know that we care, and help is available. We highly encourage colleagues and their family members to utilize our Employee Assistance Program (EAP), a valuable resource that offers professional services designed to support mental and physical well-being. We believe that reaching out for help is a sign of strength, and we stand with you in your journey towards recovery.

We are committed to creating a supportive, safe, and respectful environment where colleagues can thrive both personally and professionally.

Prohibited Activities

The following are violations of the Drug-Free Workplace policy and may result in disciplinary action up to and including termination:

- Using, selling, purchasing, transferring, possessing, manufacturing, or storing an illegal drug, drug paraphernalia, or controlled substance, including the improper use of a prescribed substance, while in the course of employment or while engaged in a Sentara-sponsored activity. This applies whether on Sentara premises, in Sentara-owned, leased, or rented vehicles, on Sentara business, or off the job if the activity adversely affects Sentara's operations or reputation.
- Attempting or assisting another individual to engage in the activities listed above.
- Working or reporting to work under the influence of an illegal drug or controlled substance, including alcohol, marijuana, or improper usage of a prescribed drug.
- Switching, adulterating, or tampering with any sample submitted for testing or interfering with the testing process.
- Failing to report for a drug test at a Sentara designated collection site or when directed.
- Being charged or convicted under any criminal drug statute under circumstances that Sentara determines adversely impacts Sentara's operations or reputation.

Notification of Charges and Convictions

If you are charged or convicted under any criminal drug statute related to drugs or alcohol, including DUI, you must notify your manager within five (5) days. Your manager will then report this information to Human Resources.

Substance Abuse Testing Program

Applicants and Students

Drug/alcohol screenings of all applicants to whom an employment offer or an offer of enrollment to the Sentara College of Health Professions has been made will be conducted before the applicant's hiring or student's enrollment is final. Students who are assigned to Sentara facilities for clinical training will be subject to their school's pre-enrollment drug screening policies.

If an individual refuses or is ruled out for employment or Sentara College enrollment due to unacceptable positive results, he/she may not reapply for a period of 12 months from the date of the test.

Reasonable Suspicion

When there is reasonable suspicion that an individual may be under the influence of drugs or alcohol, first-hand observation should be made immediately by more than one (when possible) supervisor or manager. Reasonable suspicion can include:

- Observation of inappropriate behavior (i.e., slurred speech, poor coordination, irrational behavior, hyperactivity, etc.) or performance and/or other problems on the job that may be caused by substance abuse.
- Credible information on illegal drug activity from a reliable source.
- On-the-job accident or serious incident resulting in property damage or personal injury or where the supervisor has reason to question your physical, mental, and/or emotional condition.
- Instances where you are suspected to be associated with missing controlled substances or where illegal drugs are found in your possession or in or on your personal property brought onto Sentara premises or otherwise while at work. Testing may include groups of colleagues as determined by the circumstances.

Sentara reserves the right to remove any non-employee (i.e., contractor, traveler) who is suspected of being under the influence of a drug or alcohol from their duties. The testing procedure will be determined by the non-employee's employer or contract terms.

Substance Abuse Testing Procedures

When testing is required, the colleague will be directed to report at a designated time and place. Appropriate collection and chain of custody procedures will be followed to protect the integrity and accuracy of the test and to respect your dignity. Refusal of the test, or failure to produce the required specimen within three hours of notification will be grounds for termination of employment.

Positive test results will be referred to a Medical Review Officer (MRO). To protect confidentiality, the MRO will communicate the results, as well as any attempt to tamper with a specimen, to the appropriate Employee Relations Representative. The colleague is not permitted to return to work until authorized by the manager/supervisor and/or the appropriate Employee Relations Representative.

Positions Subject to DOT Regulations

The following screenings may be required if you hold a position that requires the operation of vehicles covered by the Department of Transportation (DOT):

- pre-employment;
- random screening;
- periodic testing; and
- post-accident testing

Search

Sentara reserves the right to conduct reasonable searches of individuals, personal effects, lockers, or vehicles when entering, present on, or leaving company premises. The purpose of these searches is to deter the use, possession, transportation, or sale of illegal drugs and alcoholic beverages and maintain a safe work environment. Consent to such

searches is required as a condition of employment, and refusal may result in disciplinary action, up to and including termination.

Required Reporting

Managers or designated leaders are required to report any relevant information to the applicable licensure board, governing authority or entity, and Human Resources.

Exceptions

None

Monitoring

Outcomes Monitoring – Leadership and Human Resources shall be responsible for monitoring and ensuring adherence to this policy.

Document Management – Employee Relations shall be responsible for developing, communicating and maintaining this policy and related procedures and job aids necessary for the implementation and continuance of the policy. This policy shall be reviewed at least every three years for repeal or amendment as appropriate.

Related Documents

<i>Policy</i>	301 Colleague Conduct Policy 303b Employee Assistance Program
<i>Procedure</i>	List Procedures.
<i>Job Aids</i>	List Related Job Aids.
<i>Regulatory References</i>	List Regulatory References.

Policy: ADA - Reasonable Accommodations 102e

Manual: Human Resources

Section: Employment

Location(s): Sentara Health and its direct and indirect wholly-owned and/or majority-owned subsidiaries, including SAMC, SCH, SHRH, SLH, SMJH, SNGH, SNVMC, SOH, SPAH, SRMH, SVBGH, SWRMC

Original Date: 6/1/2016

Revision Date: 7/16/2024

Approved By: Executive Vice President and Chief People Officer

Process Owner: Human Resources

Revision Description (Most Recent): Policy language updated with the implementation of Sentara's Office of Leave and Accommodation Support.

Policy Statement

At Sentara, we are dedicated to fostering an inclusive and supportive workplace for all our employees. We recognize the unique contributions of individuals with disabilities and are committed to providing equal employment opportunities and reasonable accommodations to help them perform the essential functions of their jobs. In line with the Americans with Disabilities Act (ADA) and applicable state laws, this commitment extends to all aspects of employment, including application procedures, hiring, advancement, compensation, training, and other terms and conditions. We strive to create an environment where everyone feels valued, respected, and empowered to succeed.

Requesting a Reasonable Accommodation

At Sentara, we are committed to supporting our colleagues by providing the necessary accommodations to ensure you can perform your job effectively. If you believe you need an accommodation due to a disability, please reach out to the Office of Leave and Accommodation Support or your manager. While you can make your request verbally or in writing, we encourage you to provide your request in writing so we can fully understand your needs. Please provide as much information as possible, to include the following, so your request can be evaluated:

- A description of the accommodation you are requesting.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

Once we receive your request, we will engage in a collaborative dialogue with you to understand the specific limitations related to your disability and explore possible reasonable accommodations. Your input is valuable, and we welcome any suggestions for accommodations that you believe will assist you in your role. While we may not always be able to provide the exact accommodation requested, we will work with you to find an effective alternative.

For accommodations related to pregnancy, childbirth, or related medical conditions, please also refer to Sentara's Reasonable Accommodation – Pregnancy Fairness Workers Act Policy 102j.

Your well-being and success at work are important to us, and we are here to support you throughout this process.

Medical Information

We are dedicated to supporting your needs and ensuring you have the accommodations necessary to perform your job effectively. In some cases, and in accordance with the law, we may need to request supporting documentation to verify your disability under the ADA or other applicable laws, and to understand how it necessitates a reasonable accommodation.

If the initial documentation provided is not sufficient, we may ask you to visit a healthcare professional chosen by Sentara at no cost to you. We understand that this process can be challenging, and we appreciate your cooperation in helping us find the best way to support you.

Please be assured that any medical information obtained during this process will be kept strictly confidential. Our goal is to work together to ensure that you receive the necessary support while maintaining your privacy and dignity. Your well-being is important to us, and we are here to assist you every step of the way.

Determinations

At Sentara, we understand that each request for reasonable accommodation is unique. We carefully consider each situation individually, taking into account various factors to make the best possible determination for your needs.

We strive to make these determinations as quickly as possible and will keep you informed throughout the process. When appropriate, we may provide interim accommodations to support you immediately. If you have any questions or need assistance with the reasonable accommodation process, please don't hesitate to contact The Office of Leave and Accommodation Support. We are here to help and support you.

Non-Retaliation

Your right to request and receive accommodations under the ADA or other applicable laws is fully supported and protected by Sentara. We strictly prohibit any form of retaliation against colleagues who exercise these rights. If you experience or witness any retaliatory behavior, please report it immediately, as it will be addressed promptly and can result in disciplinary action, up to and including termination. Your well-being and fair treatment are our top priorities.

Exceptions

None

Monitoring

Outcomes Monitoring – The Office of Leave and Accommodation Support is responsible for monitoring and ensuring adherence to this policy.

Document Management – The Office of Leave and Accommodation Support shall be responsible for developing, communicating, and maintaining this policy and related procedures and job aids necessary for the implementation and continuance of the policy. This policy shall be reviewed at least every three years for repeal or amendment as appropriate.

Related Documents

<i>Policy</i>	Leave of Absence/FMLA 208
	Leave of Absence/Non-FMLA 208a
	Harassment 404
	Reasonable Accommodation – Pregnancy Fairness Workers Act Policy102j
<i>Procedure</i>	List Procedures.
<i>Job Aids</i>	List Related Job Aids.
<i>Regulatory References</i>	List Regulatory References.

Job Aid: Gifts and Other Business Courtesies - FAQ**Manual:** Corporate**Original Date:** 11/16/2021**Section:** Compliance**Revision Date:** 5/21/2024**Location(s):** SHC, SE, SASD, PACE, SNGH, SLH, SPAH, SVBGH, SAMC, SWRMC, SMJH, SMRH, SHH, SCH, SOH, SNVMC, SBLH, SCOHS, SHRH, SI, SLR, SNGH-ACC, SPW, and Outpatient Clinics of Sentara Hospitals**Approved By:** SH Executive Leadership Team**Process Owner:** SH Chief Compliance Officer**Revision Description (Most Recent):** Updated name of gift database; added new FAQs**Statement:**

The Gifts and Other Business Courtesies policy, and the FAQs below apply to all Sentara employees, Sentara-employed physicians and their family members, patients, family members of patients, and volunteers. This policy does not apply to the health plans.

Definitions:

Family members: a Sentara employee's: husband or wife; birth or adoptive parent, child, or sibling; stepparent, stepchild, stepbrother, or stepsister; father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law; grandparent or grandchild; and spouse of a grandparent or grandchild.

Gift: anything of value that an individual may receive without having to pay for it. Examples of a gift include food and beverages, tickets to sporting, movie, or entertainment events, or recreational travel. Please contact the Sentara Compliance Department if you are unsure if something is a gift.

Frequently Asked Questions:

- **Can a Sentara employee give a grocery store gift card to a Sentara patient's family member who recently experienced financial hardship?**

No, gift cards are cash equivalents. Sentara employees may not give cash or cash equivalents to patients or their family members.

There are other resources within Sentara that may be able to assist a patient and/or their family members who are experiencing financial difficulties. Ask your leadership to help you in providing the patient and/or their family with information regarding available resources.

- **Utilizing the Sentara's Patient Promise program, it is acceptable to give balloons, or another gift from the gift shop to acknowledge a patient's birthday or anniversary? Or a phone charger from the gift shop if they don't have one?**

Yes, gifts under this program are allowed, as long as the gift is nominal, which is less than \$15, and the total value of gifts given to the patient per year does not exceed \$75.

- **A Sentara patient's family member would like to recognize me for the great care I provided to their loved one with a \$100 gift card to a restaurant. May I accept the gift card?**

No, gift cards or other gifts may not be accepted from a Sentara patient or a patient's family member(s). However, perishable gifts to a Sentara department from a patient or a patient's family member may be accepted.

- **A Sentara unit manager received a gift card through the mail from a patient who wanted to show appreciation for a nurse that helped care for her during a recent stay. There is no return address on the envelope with the gift card. Should the manager give the gift card to the nurse employee?**

No, Sentara employees may not accept cash or cash equivalents, which include gift cards, from patients or their family members. Gift cards received without a return address or that are otherwise not returnable to the giver should be sent to the Sentara Foundation.

- **A Sentara-employed physician would like to recognize Sentara surgical nurses and physician assistants for their hard work with an end of the year \$100 gift card for each staff member. As a Sentara-employed nurse or staff member, may I accept this \$100 gift card?**

No, a gift card is considered a cash equivalent, and Sentara employees may not receive cash or cash equivalent gifts from a physician, even if Sentara employs such physician. Physicians may give gifts that are not cash or a cash equivalent, such as perishable items, and must be \$50 or less per item and no greater than a total of \$100 per year, per employee.

- **Can a physician give a perishable gift to an entire Sentara department in recognition of their hard work and quality of clinical care?**

Yes, physicians, regardless of their employment status, and other potential referral sources may give perishable gift(s) to an entire Sentara department or team, such as flowers, cookie tins, fruit baskets, and modest meals.

- **A Sentara hospital's leadership would like to celebrate Doctor's Day by hosting an event that includes free dinner and a drawing for \$100 gift certificate to a local spa. Should the cost of the dinner be reported and recorded in the [Sentara Gift Tracking Manager](#)? What about the gift certificate?**

Sentara entities that have a formal medical staff may offer one local medical staff appreciation event per year for the entire medical staff of such entity (i.e., the hospital). The hosting Sentara entity must notify its local Sentara Compliance Department representative in advance of any such event. The value of the one-time event, including the cost of the dinner, does not need to be tracked in the Gift Tracking Manager.

However, it is important to remember that all gifts to or from physicians, regardless of employment status, be entered into the Gift Tracking Manager. The \$100 spa gift certificate must be entered into the Gift Tracking Manager for the recipient.

- **Do perishable gifts to a Sentara department need to be reported as part of Sentara's Gift Tracking Manager?**

No, perishable gifts to an entire Sentara department or team do not need to be reported to Gift Tracking Manager.

- **As an employee of Sentara Health, can I give a gift to a physician?**

It is important to remember that cash or a cash equivalent, such as a gift card or gift certificate, is not a permissible gift.

Please first check the Gift Tracking Manager to ensure that the physician has not exceeded their annual threshold for gifts. If the physician has not exceeded the annual threshold, then a gift can be given to the physician. The gift needs to be entered into the Gift Tracking Manager .

- **A Pharmaceutical vendor would like to drop off doughnuts along with flyers of their new product to treat a rare medical condition. Is this allowed?**

No, vendors may not provide meals or food to Sentara personnel, per the Vendor Representative Policy; however, they would be permitted to drop off the flyers.

- **Can I recognize one of our Sentara volunteers who has been volunteering with Sentara for over five years with a \$150 gift card?**

A gift or other token of appreciation may be given to Sentara volunteers, as long as a volunteer is not a physician, a physician's family member, or other referral source of services to Sentara. Gifts or other tokens of appreciation equal to or greater than \$150 in value must be approved by the Sentara Compliance Department.

- **Are meal vouchers given to Sentara volunteers for a meal at the local Sentara hospital cafeteria allowed?**

Yes, meal vouchers given to Sentara volunteers who are volunteering that day are allowed.

- **We often provide a new patient a gift bag with Sentara branded lip balm, pencil/pen, and a plastic cup. Is this allowed under the policy?**

Yes. All items in the bag must total less than \$15.

- **A co-worker is retiring, and you want to give them a gift. What are the guidelines you must follow?**

Giving a co-worker a personal token of recognition is acceptable. There are also service awards available to give to employees. If the department wants to recognize an employee, please refer to the payroll policy, Taxation of Employee Gifts, Prizes, and Awards for further guidance.

- **A team member has experienced a catastrophic loss (e.g., house fire, bankruptcy, flooding etc) and we want to provide monetary donations to them. Is that allowed?**

Yes. Donating personal funds to a fellow team member after a catastrophic event is not prohibited by Sentara policies. Additionally, Sentara provides resources to help team members in need through the H.O.P.E. fund, which is administered by the Sentara Foundation. Please ask your leadership for more information.

- **A potential vendor sent a gift card for a food delivery service. What should I do with it? Can I use it to buy my team a meal?**

No, the gift card should be refused. If the gift card cannot be returned to the vendor, it should be donated to the Foundation who can use it for their programs for patients and employees. Gifts from vendors are against Sentara policy and the Vendor Code of Conduct.

- **I'm often asked to complete a survey for vendors where I receive a gift card for my opinion. If I complete the survey, can I keep the gift card?**

No, if the survey is from a vendor, it is considered a gift and not allowed. Gifts, including gift cards, from vendors should be donated to the Foundation.

- **A vendor needs to provide training on new equipment that was recently purchased and without asking, brings food with them for the team. What should I do?**

Politely decline the food stating that it is against Sentara policy and the Vendor Code of Conduct. To avoid this situation, when scheduling the training, if possible, address Sentara's policy with the vendor.

- **Is it allowed for our department to give a gift to a patient/customer for service mishaps (scheduling, etc.)?**

Yes, the gift should be under \$15, such as a coffee mug, or cafeteria voucher, and should not be recurring. Gifts to a patient cannot exceed \$75 a year.

- **I'd like to give gift cards to my team for their hard work to complete a major project. Is this allowed and are there any guidelines to follow?**

Yes, you may give employees gift cards, but be aware that the employees will be taxed on the amount given. Please refer to the payroll policy, Taxation of Employee Gifts, Prizes, and Awards for further guidance.

- **Where can I find the Sentara Gift Tracking Manager?**

The Sentara Gift Tracking Manager can be found on the Compliance & Integrity page in Wavenet or by using the link below. Please be sure to make it a favorite in your Applications Favorites for easy access.

[Sentara Gift Tracking Manager](#)

Related Documents:

<i>Policy</i>	116 Gifts and Other Business Courtesies; Payroll105 – Taxation of Employee Gifts, Prizes, and Awards
<i>Procedure</i>	List Procedures.
<i>Job Aids</i>	List Related Job Aids.
<i>Regulatory References</i>	Stark Law, Anti-Kickback Statute, CMS Regulations

Policy: Conflict of Interest

Manual: Corporate

Section: Compliance

Location(s): SHC and its direct and indirect wholly owned and/or majority owned subsidiaries including SAMC, SCH, SHRH, SLH, SMJH, SNGH, SNVMC, SOH, SPAH, SRMH, SVBGH, SWRMC

Original Date: 6/1/1999

Revision Date: 2/22/2023

Approved By: SHC Chief Compliance Officer

Process Owner: SHC Chief Compliance Officer

Revision Description (Most Recent): Updated policy to include definitions, procedural steps and review by a Conflict of Interest Committee of developed management plans.

Policy Statement:

Sentara Healthcare is committed to protecting its integrity and reputation by fostering proper and unbiased conduct in all activities. While Sentara Healthcare does not wish to interfere with a Team Member's time or activities away from work, any business or other interest that may present a conflict to the organization must be disclosed.

Definitions:

Conflict of Interest: Any personal or professional relationship that could affect an individual's ability to perform their duties and responsibilities objectively and/or to act in the best interests of Sentara Healthcare.

Team Member: A Team Member is a regular full, part-time, and flexi pool/PRN employee, a member of management, or an individual performing contractual work for or on behalf of Sentara Healthcare.

Family Member: A Team Member's spouse; birth or adoptive parent, child, or sibling; stepparent, stepchild, stepbrother, or stepsister; father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law; grandparent or grandchild; and spouse of a grandparent or grandchild.

Policy:

A Conflict of Interest arises when there is a difference between an individual's private interest and their professional obligations to Sentara Healthcare or any subsidiary, patient, and/or Team Member, such that an independent observer may reasonably question whether considerations of personal gain, financial or otherwise, determine the individual's professional actions or decisions. A Conflict of Interest does not necessarily indicate wrongdoing or require adverse action; however, a Conflict of Interest may require modification or management of the identified conflicts.

A Team Member may have a Conflict of Interest if they:

- Hold direct or indirect financial interest in an outside organization that conducts business with Sentara Healthcare.
- Participate in direct or indirect competition with Sentara Healthcare regarding the purchase and/or sale of property, interests, or services.
- Allow outside employment to interfere with their primary position at Sentara Healthcare. Management level and other designated Team Members must receive written permission for outside employment from their immediate supervisor.
- Use materials, products, services, programs or procedures, or other property of Sentara Healthcare for personal profit or other personal benefits without prior management approval.
- Allow gifts, gratuities, or entertainment to influence their decision-making regarding the purchase of products, goods and/or services. Refer to the Gifts and Other Business Courtesies Policy for more information.
- Allow a Family Member's employment or financial holdings to influence their decision-making regarding the purchase of products, goods and/or services.

All Team Members are required to disclose situations or circumstances regarding a potential personal or familial Conflict of Interest to their next-level leader prior to completing the transaction.

All Team Members are requested to complete a Conflict of Interest form upon hire and annually thereafter. Team Members who are (i) in a leadership or clinical role, (ii) involved in contract negotiation, the purchase of goods and/or services, and/or (iii) other roles (at the discretion of the Team Member's next-level leader) are required to complete a Conflict of Interest form.

Any new potential conflicts must be disclosed within 30 days. The Compliance Department will manage the review of all potential Conflict of Interests. For conflicts requiring mitigation, a management plan will be issued, and the Team Member is expected to abide by the terms of the plan. Non-compliance with this policy or any Conflict of Interest Management Plans by the Team Member will result in progressive disciplinary actions consistent with Sentara Healthcare's Human Resources Personnel Conduct Policy.

Procedures:

1. Team Member completes a Conflict of Interest disclosure form upon hire and at least annually thereafter.
2. When a potential conflict is reported, the Team Member's next-level leader will receive a copy of the completed Conflict of Interest form.
3. The Compliance Department will review any submitted Conflict of Interest forms that contain potential conflicts.
4. The Compliance Department will follow up with the Team Member to clarify any responses, if needed. The Team Members must respond to the request within 30 days.
5. For conflicts considered high risk that require mitigation, a management plan will be developed, reviewed and approved by the Conflict of Interest Committee.
6. The approved management plan will be sent to the Team Member's next-level leader for their approval and for communication to the team member.
7. The Team Member must review and acknowledge the management plan.
8. Any requested changes to a Team Member's management plan must be reviewed and approved by the Compliance Department.
9. The Team Member's leader will monitor for adherence to the established management plan. Non-compliance with the implemented management plan must be reported to the Compliance Department.
10. Any new potential conflicts must be disclosed within 30 days to the Compliance Department.

Exceptions: None

Monitoring:

Outcomes Monitoring – Corporate Compliance shall be responsible for monitoring and ensuring adherence to this policy.

Document Management – Corporate Compliance shall be responsible for developing, communicating, and maintaining this policy and related procedures and job aids necessary for the implementation and continuance of the policy. This policy shall be reviewed at least every 3 years for repeal or amendment as appropriate.

Related Documents:

<i>Policy</i>	116 – Gifts and Other Business Courtesies Colleague Conduct 301
<i>Procedure</i>	
<i>Job Aids</i>	
<i>Regulatory References</i>	

Policy: Taxation of Employee Gifts, Prizes, and Awards Policy**Manual:** Corporate Finance**Original Date:** 11/1/2007**Section:** Payroll**Revision Date:** 2/20/2024**Location(s):** SHC and its direct and indirect wholly-owned and/or majority-owned subsidiaries, including SAMC, SCH, SHRH, SLH, SMJH, SNGH, SNVMC, SOH, SPAH, SRMH, SVBGH, SWRMC**Approved By:** Corporate VP & Controller**Process Owner:** Payroll Consultant**Revision Description (Most Recent):** Updated to reflect Sentara Health. Revised to include local taxes, where applicable. Updated to review every 3 years as recommended by C360 team.**Policy Statement:**

Sentara Health seeks to reward and recognize employees in ways that are meaningful to team members. In doing so, we have an obligation to ensure Sentara remains compliant with all regulations regarding taxation of certain kinds of recognition. Gifts, prizes, and awards are given to employees in certain circumstances in recognition of their efforts. This policy sets forth guidelines to assist departments in determining the taxability of these forms of recognition so that (a) proper communication is given to the employee at the time of receipt and (b) Sentara Health is in compliance with Federal and state tax laws and regulations.

Gifts, prizes, and awards should be reported to the Corporate Payroll department and included on the employee's Form W-2 as taxable income unless specifically excluded by the Internal Revenue Code. Sentara follows the guidelines explained in Internal Revenue Service Publication 15-B (as revised annually).

Benefit reporting period: Given the time needed to compile this information from Sentara expenditures, the period from December 1 through November 30 is used for taxable fringe benefit reporting for each calendar year ending December 31.

Cash or cash equivalent gifts, prizes, and awards: Cash or cash equivalent gifts, prizes, and awards given to the employee, including savings bonds, gift certificates, or gift cards, are always reportable as taxable compensation regardless of the dollar amount. The cash gift, prize, or award must be processed through the payroll system with the appropriate Federal, state, local (where applicable), and FICA tax withholdings. The cash gift, prize, or award must also be included in the employee's year-end Form W-2 Wage and Tax Statement. Uniform gift cards and cafeteria tickets are exempt from taxation.

Non-cash gifts, prizes, and awards: Non-cash gifts, prizes, and awards given to employees are subject to Federal, FICA, state, and local (where applicable) income tax withholdings unless the items of recognition qualify as one of the following:

- A "de minimis" fringe benefit (defined by Sentara Health as having a non-cash value of \$100.00 or less)
- A length of service award
- A safety achievement award

Exceptions:**De Minimis Fringe Benefits**

The employee's noteworthy, work-related accomplishment may be rewarded by presenting tangible personal property, of nominal value, without tax consequences. Examples include local telephone calls, coffee, donuts or soft drinks, pins, trophies or plaques, flowers, fruit, or books for special circumstances (such as illness, family crisis, or outstanding performance), occasional tickets to sporting or entertainment events of nominal value, personal use of the copy machine, and occasional parties or picnics for employees. Sentara Health defines "de minimis" fringe benefits as those that have a non-cash value of \$100.00 or less.

Length of Service Awards

Length of service awards may qualify as a non-taxable benefit provided the award meets the following criteria:

1. The award must be in the form of tangible personal property. For this purpose, tangible personal property does NOT include cash, gift certificates, or other cash equivalent items. It also does NOT include vacations, meals, lodging, entertainment tickets, stocks, bonds, or securities,
2. The value of the non-cash award must not exceed \$400.00,
3. The employee must have completed at least five years of service and the recipient must not have received a similar gift in any of the prior four years. Awards presented to an employee on a regular or routine basis do not meet the IRS test for exemption and are taxable, and
4. The award must be presented as part of a meaningful ceremony.

Documentation of the relationship between the recipient's length of service and the value of the gift is essential. Should the value of the length of service award exceed \$400.00, the excess amount shall be reported to the Corporate Payroll department and included as taxable wages.

Safety Achievement Awards

Safety achievement awards that recognize an employee's accomplishments for maintaining or promoting defined safety standards may qualify for exclusion from taxation provided:

1. The award is in the form of tangible personal property. For this purpose, tangible personal property does NOT include cash, gift certificates, or other cash equivalent items. It also does NOT include vacations, meals, lodging, entertainment tickets, stocks, bonds, or securities,
2. The value on the non-cash award must not exceed \$400.00,
3. The award is made to an eligible employee. Only full-time employees with at least one year of service are eligible. Managers, administrators, clerical, or other professional staff are specifically excluded from eligibility,
4. Total awards are limited annually to less than 10% of total eligible employees,
5. The award is presented as part of a meaningful ceremony.

Should the value of the safety achievement award exceed \$400.00, the excess amount shall be reported to the Corporate Payroll Department and included as taxable wages.

If you have questions about whether a gift, prize, or award is taxable, please contact the Corporate Payroll Department at (757) 455-7200.

Monitoring:

Outcomes Monitoring – The issuer of the gift, award, or prize shall be responsible for reporting the appropriate information to the Corporate Payroll Department as outlined in the Gifts, Awards, and Prizes Reporting Procedure. The Corporate Payroll Department shall be responsible for taxing the gift, award, or prize and including the value as appropriate in the employee's taxable wages on Form W-2.

Document Management – The contact listed shall be responsible for developing, communicating and maintaining this policy and related procedures and job aids necessary for the implementation and continuance of the policy. This policy shall be reviewed at least every 3 years for repeal or amendment as appropriate.

Related Documents:

<i>Policy</i>	
<i>Procedure</i>	Gifts, Prizes, and Awards Reporting Procedure
<i>Job Aids</i>	
<i>Regulatory References</i>	Internal Revenue Service Publication 15-B; Internal Revenue Code Section 132; Internal Revenue Code Section 274; Code of Federal Regulations Section 1.132-6

Policy: Code of Conduct for Vendor Representatives/Suppliers/Traders

Manual: Supply Chain

Original Date: 6/2/2014

Section: Corporate Supply Chain

Revision Date: 8/20/2024

Location(s): SAMC, SCH, SHRH, SLH, SMJH, SNGH,
SNVMC, SOH, SPAH, SRMH, SVBGH,
SWRMC, Supply Chain

Approved By: SVP, Chief Procurement and
Real Estate Officer

Process Owner: DIR, Supply Chain

Revision Description (Most Recent): Updated to current template, updated related documents, updated job titles, and removed references for Non-Employee Orientation Policy.

Policy Statement:

Sentara Healthcare and its affiliates (SHC) require all Vendor Representatives /Suppliers/Traders (Representatives) to adhere to the SHC Code of Business Conduct and its policies and procedures.

SHC strives to exercise the highest standards of conduct in all vendor professional relationships. It is expected that vendors will also use these same high standards when conducting business with SHC.

Sentara Team Members - All SHC Employees, Officers, Board members, Contractors, and Volunteers, and their immediate family members.

Vendor - Any person or organization that sells a service, product, or labor.

Vendor Representatives - This includes employees and staff of the selling organization, independent consultants, manufacturer's representatives, Pharmaceutical, Equipment, Supply, and service company or manufacturer representatives and/or consultants that provide or may provide goods and services to SHC.

GENERAL PROVISIONS

1. Vendor Representatives will comply with the rules of SHC, Sentara Supply Chain, and Sentara Finance in all professional negotiations.
2. Vendor Representatives are prohibited from solicitation of Sentara Team Members as defined in this policy, outside of the expected Supply Chain bidding process. Any attempt to solicit or influence team members, may result in the vendor being excluded from the selection process.
3. Vendor Representatives are prohibited from solicitation of patients and/or their families without a specific request and agreement from a department director, manager, or provider of a division. This request must be documented in writing.
4. Vendor Representatives are prohibited from requesting or attempting to gain access to confidential patient or product information. Representatives may visit patient care areas only when invited by an authorized SHC staff member or when an appointment has been scheduled.
5. All contracts and interactions between SHC and Vendor Representatives /Suppliers/Traders shall be conducted in a consistent professional manner. Vendors may not solicit to influence SHC outside of the standard, Request for Information (RFI), Request for Proposal (RFP), or other standard vendor selection process. It is important that all interactions avoid the appearance of impropriety and the violation of any laws or regulations.
6. Vendors are required to complete the designated credentialing process to be eligible to conduct business with SHC. The credentialing requirement applies to the company and the individual representative. Circumventing the credentialing process, providing false

documentation and misrepresenting compliance are actions which will result in sanctions and could lead to a suspension and revocation of the ability to conduct business within the SHC.

7. Vendors are required to complete orientation for each division and department where access is requested to be granted.

SITE ACCESS PROVISIONS

1. Vendor Representatives must complete the designated system-wide and departmental Orientation and Training for non-employed staff of SHC. All credentialing requirements must be fulfilled prior to scheduling appointments and onsite visits. Exceptions to this policy will be granted on a case-by-case basis for imperative and emergent situations. All Vendor visits must be documented.
2. Vendor Representatives are to adhere to professional dress requirements. Outside of clinical areas (see section 4c of the Clinical Provision guidelines below), Vendor Representatives should present themselves according to professional dress code standards in accordance with the location requirements. Shorts, t-shirts, flip-flops or other casual attire is not allowed.
3. Visitation to a SHC facility is by invitation only. Visitation to SHC staff is by scheduled appointment only. Vendor Representatives are authorized to visit only the designated area to which they are invited and have a scheduled appointment.
4. All Vendor Representatives are required to check in at the time of each visit prior to conducting business at SHC. Multiple points of registration may be required at each facility. Check-in may include:
 - Registration through a kiosk or electronic portal.
 - Signing a visitor's register or logbook
 - Checking in with a designated point of contact at a front desk or reception area.
5. All Vendor Representatives are required to check out of the site upon completion of business.
6. Vendor Representatives will not be permitted to enter any area without proper identification and approval of the Department Director or Department Manager and/or the Physician. Proper badging is required at all times on SHC property.
7. Loitering in any area, including staff and physician lounges, for the purpose of meeting or discussing products, equipment, or services without prior approval is prohibited. Use of facility telephones within the department without requesting permission is prohibited.
8. Vendor Representatives will observe the general hours of operation of each facility and/or corporate entity unless prior arrangements are made in advance with the appropriate party.
9. At the discretion of the manager/director/physician leader, Vendor Representatives may be required to report to the site-specific department (e.g., Pharmacy, Radiology, Office, etc.) or other approved locations prior to visiting other areas.
10. Vendor Representatives shall never loiter or in any manner attempt to "catch up" with SHC employees without scheduling an appointment.
11. Vendor Representatives shall never attempt to see any physician, nurse, pharmacist or any other person in a patient care environment unless prior arrangements have been made and appropriate permission secured.

12. Vendor Representatives shall not attempt to see any physician, nurse, pharmacist or any other person in the outpatient setting (e.g., SMG, Rehab Network, Home Health and Hospice, or Pharmacy) during patient care hours.
13. Vendor Representatives must park their private or company vehicles in appropriate visitor parking areas. Vehicles parked in unauthorized areas will be towed at the driver's expense.
14. Vendor Representatives must complete department specific orientations prior to scheduling visits and appointments.

MARKETING PROVISIONS

1. Vendor Representatives are prohibited from displaying company information, advertisements, or pharmaceuticals without prior permission from the appropriate facility staff or the Supply Chain Department.
2. Solicitations, displays, presentations, or other promotional materials are prohibited without prior review and approval of the Manager of the respective department (e.g., Pharmacy, Radiology, Office, etc.) or designee.
3. Gifts or inducements of any kind, including providing food or meals, are prohibited and could negatively impact future business.
4. Vendor Representatives shall limit visits to providing educational information and reference materials only. Food, snacks, beverages, or any other gifts are not to be offered or provided on any SHC campus, department, clinic/practice, or at any SHC sponsored event.
5. Vendor Representatives shall acknowledge that SHC has a signature authorization policy designating authorized agents for purchase agreements and contracts. Vendor Representatives will not request any other SHC employee sign purchase agreements or contracts. Purchase agreements or contracts signed by a non-authorized agent will not be honored. Vendor Representatives may reach out to Sentara Supply Chain personnel to determine the authorized agent for a given contract or purchase agreement.
6. Vendor Representatives may not provide comparative cost data to physicians. Vendor Representatives do not have access to the actual acquisition prices of the organization, and therefore cannot provide accurate price comparisons of their competitors (e.g., medications, supplies, equipment, etc.).
7. SHC has developed a specific procedure for all new product submissions. All new product requests must be submitted by a SHC employee or a physician provider. Vendor Representatives cannot independently submit new product requests on behalf of a SHC employee or physician provider.

CLINICAL PROVISIONS

1. Vendor Representatives do not have clinical privileges at SHC and shall not engage in any type of independent clinical activity.
 - a. A Vendor may assist the OR team with use of their manufacturer equipment that is not direct patient care. Assistance may include:
 - Giving verbal direction
 - Pointing to appropriate screen icons/checks
 - Demonstration of equipment when not in use with patient care

- Recommendation of techniques
- b. A Vendor technologist must be contracted in order to operate equipment in a surgical case.
- c. A Vendor should never be responsible/allowed to complete the following:
 - Retrieving images from PACS
 - Provide sterile/unsterile product to the field
 - Independently verify images (the surgeon is the only person who may verify correct images prior to initiation of case)
- 2. Admission to SHC Operating Rooms and Surgical Procedural areas is granted on a case-by-case basis only with advanced permission.
- 3. Representatives are expected to adhere to all SHC Operating Room and departmental policies as outlined in specific departmental orientations.
- 4. Surgical and Procedural Vendor Representatives:
 - a. Taking any tray, equipment, and/or supply to the operative or procedural area or SPD Decontamination without notifying the department manager or designee is prohibited.
 - b. Removal of any product from inventory without documentation reviewed by the department manager or designee is prohibited. This includes consignment and vendor managed inventory.
 - c. Entering a sterile or procedural environment without proper attire is prohibited. SHC has dedicated vendor scrubs that must be worn while in surgical and procedural areas, as required by protocol of the area. Scrub attire worn outside of the facility is prohibited. Briefcases, satchels, handbags, electronic devices, etc., are not permitted in the operative or procedural areas without specific permission.
 - d. Approved clinical footwear must be worn at all times while in the sterile and procedural areas.
 - e. Vendor trays will be delivered to the Central Sterile Supply (CSS) Decontamination area by a credentialed Vendor Representative. No Vendor trays will be dropped off less than 24 hours before a scheduled procedure during the regular business work week without prior approval by CSS leadership in conjunction with other members of the Surgical Services management team if necessary.
 - f. Surgical trays must contain a complete inventory list. The Vendor Representative shall confirm contents with a Sterile Processing Department representative or Inventory Tech when dropping off the tray(s). The Vendor Representative will verify, reconcile, and confirm the tray contents when picking up tray(s) prior to removal from the premises. Claims of missing instrumentation without following the procedure will not be accepted.
- 5. Vendor Representatives shall be responsible for communicating all changes in the legal or therapeutic status, new labeling or product formulation of their products to the respective department for medications, supplies, or equipment products currently stocked.

REGULATORY PROVISIONS

1. Vendor Representatives shall exhibit the highest standards of professional conduct and

provide information that is requested, meaningful, factual, pertinent, and approved by the FDA (if applicable).

2. Confidentiality of patient identity and information must be respected in accordance with HIPAA guidelines.
3. Under no condition shall a Vendor or Vendor Representative make an offer that would compromise or have the potential to compromise SHC Integrity Compliance and Ethics Standards. This includes soliciting, offering or providing meals, trips, and other types of gifts.
4. No Vendor Representative shall attempt to interpret or communicate policies of SHC to any Sentara Team Member.
5. No pharmaceutical representative shall attempt to interpret or communicate policies of the pharmacy department or Pharmacy and Therapeutics Committee to any member of SHC staff or hospital medical staff - all such communication must be referred to the appropriate member of the Pharmacy department.
6. Medications not approved by the Pharmacy and Therapeutics Committee for addition to the formulary cannot be promoted or detailed in SHC hospitals. Medications that are restricted to indication or medical specialty cannot be detailed in the hospital to physicians outside of those restrictions.
7. Violations of any of the above guidance may result in suspension or revocation of Vendor Representative visitation privileges. Vendor Representatives must act in accordance with all governing laws and guidelines including, but not limited to:
 - PhRMA Code on Interactions with Healthcare Professionals
 - Department of Health and Human Services OIG Compliance Program Guidance for Pharmaceutical Manufacturers
 - ASHP Guidelines on Pharmacists' Relationships with Industry
 - Health Industry Group Purchasing Association Code of Conduct Principles
 - Novation Code of Conduct for Pharmaceutical Representatives

SANCTIONS

1. SHC strives to exercise the highest standards of conduct in dealing with its Vendors. We ask that our Vendors use these same high standards when conducting business with SHC. Failure to follow these guidelines will result in a conduct review that may result in sanctions being applied to an individual Vendor Representative or a Vendor. Sanctions may include censure, suspension or permanent revocation of access privileges to system facilities.
2. Examples of sanctions for non-compliance are listed below. This list represents types of examples only and is not intended to be an inclusive or exhaustive list. Suspension or permanent revocation of access privileges to system facilities will be determined by SHC leadership in the department, office, practice, or site where the infraction occurred.

LEVEL 1: WRITTEN IN FILE AND MAINTAINED FOR 6 MONTHS

- No or improper identification
- Loitering
- Failure to return call and/or e-mails
- Failure to attend meetings
- Inappropriate dress
- Inappropriate speech and/or behavior

LEVEL 2: POTENTIAL SUSPENSION AND ON RECORD 12 MONTH PERIOD

- Inappropriate use of non-catalog products. (1st offense – 3 month suspension, 2nd offense – removal)
- Participation in direct patient care
- Removal of product from inventory without appropriate documentation/approval
- Contamination of a sterile field
- Entering a sterile or procedural environment without proper attire
- Inappropriate physical contact with another individual
- Making false and/or malicious statements concerning other employees or the organization.
- Violation of organizational safety, security, fire, traffic, or parking regulations
- Offering gifts, meals, money, or other forms of remuneration to patients, Sentara Team Members, staff and/or physicians
- Violation of organizational or departmental policy

LEVEL 3: PERMANENT REVOCATION OF ACCESS PRIVILEGES TO SYSTEM FACILITIES

- Conviction of a felony or of a crime involving moral turpitude, or admission of guilt or entry of a plea of no contest to such a crime
- Failure to maintain required current license or credentials, or providing false information concerning credentials
- Violation of organizational or departmental policy, procedure and/or practice
- Theft
- Gambling on SHC premises
- Subjecting patients, visitors, or employees to physical or verbal abuse
- Breach of confidentiality
- Sexual harassment
- Falsification of organizational records, or providing false or misleading information
- Insubordination or refusal to follow the reasonable request of a manager, director and/or physician
- Threatening or abusive language
- Committing or threatening to commit an act of violence
- Unauthorized possession, use, or distribution of intoxicating liquors or drugs on SHC property, or reporting to work under the influence of intoxicants or drugs
- Possessing explosives, firearms, or dangerous weapons on SHC premises

Exceptions:

None

Monitoring:

Outcomes Monitoring – Managers/Directors of SHC departments, office practices, or sites shall be responsible for ensuring representatives comply with the requirements of this policy/procedure.

Sentara Supply Chain shall be responsible for ensuring vendor credentialing information is kept current.

Document Management – The contact listed shall be responsible for developing, communicating and maintaining this policy and related procedures and job aids necessary for the implementation and continuance of the policy. This policy shall be reviewed at least every 3 years for repeal or amendment as appropriate

Related Documents:

<i>Policy</i>	Financial Authorization Policy
<i>Procedure</i>	PharmDist13: Medication Samples Colleague Professional Appearance 109

	SurgServ101: Verification of Implants SurgServ110: Central Sterile Supply (CSS) Receiving and Reprocessing Vendor Trays SurgServ111: Surgical Implants from Outside Facility
<i>Job Aids</i>	List Related Job Aids.
<i>Regulatory References</i>	PhRMA Code on Interactions with Healthcare Professionals. Department of Health and Human Services OIG Compliance Program Guidance for Pharmaceutical Manufacturers ASHP Guidelines on Pharmacists' Relationships with Industry