

**The University of Texas MD Anderson Cancer Center
Graduate Medical Education Trainee Agreement**

On the recommendation of <<programdirector>>, <<programdirectortitle>> Program Director, <<program>>. The University of Texas MD Anderson Cancer Center (UTMDACC) is pleased to offer you a position as a <<status>> at Post Graduate Year <<pgy>> hereinafter referred to as PGY <<pgy>>.

I. APPOINTMENT.

The period of your appointment as PGY <<pgy>> in this program will begin on <<startdate>> and will end on <<enddate>>. The appointment is contingent on (i) confirmation of your successful completion of medical school and prerequisite training, (ii) satisfaction of state training permit or full licensure requirements, (iii) verification that your academic or examination history has not disqualified you from licensure to practice medicine in this state, (iv) verification of your eligibility to work in the United States prior to the start of your training program and throughout the length of the program, (v) successful completion of personal background checks and clearance, (vi) compliance with pre-appointment drug and tobacco screening procedures and a negative drug and tobacco screening tests, and (vii) verification of the information you provided in the Application for Full-Time Graduate Medical Education Appointment. Your acceptance into the program and appointment does not obligate UTMDACC to continue or maintain any visa sponsorship program in which you may be participating, and, if applicable, you acknowledge and agree that UTMDACC may terminate any visa sponsorship program at any time. Detailed information on the appointment and reappointment processes, advancement in the program, visa and permit processing, moonlighting and professional activities outside of the program may be found in the UTMDACC *Graduate Medical Education Trainee Manual* and in the UTMDACC Institutional Policies.

Subject to your satisfactory participation in the GME program during the term of this appointment, you will receive stipend and benefits as established by UTMDACC for its trainees. The current stipend for a trainee at your PGY level is not less than <<compensation>> per year, which will be paid in monthly installments. As a trainee at UTMDACC, your stipend is subject to all deductions required by state and federal law and such other deductions as you may authorize. Detailed information on stipend levels, funding reduction, and benefits, including professional liability, health and disability insurance, leave policies, the effect of leaves(s) on the ability to satisfy requirements for program completion, conditions for living quarters, meals, laundry services, counseling, medical, psychological and other support services, may be found in the *GME Trainee Manual* and the *Institutional Policies*.

II. RE-APPOINTMENT.

Re-appointment, promotion, graduation and or certificate of completion, are dependent upon the Resident/Fellow continuing as a House Staff member in good standing. To the extent possible, you will be notified at least four months prior to the conclusion of this appointment if the faculty of your program do not intend to offer reappointment for the following year to an advanced level of the program; provided that non-renewal or termination of the appointment based on disciplinary action could result in immediate action. It is also expected that you will notify your program director by that same date if you do not plan to continue in the training program after completion of the current year.

III. TERMINATION.

Your performance will be reviewed and evaluated by the faculty of your program at least semiannually. Trainees are subject to dismissal from their program during the term of their appointments upon a determination that their level of performance or professionalism does not meet the standards of the program or is otherwise unsatisfactory. Such dismissals shall be in accordance with the Rules and Regulations of the Board of Regents of The University of Texas System (*Regents' Rules*) and applicable *Institutional Policies*. Detailed information concerning disciplinary action, appeal and grievance procedures, and evaluation requirements may be found in the *GME Trainee Manual* and the *Institutional Policies*.

IV. PROFESSIONAL LIABILITY INSURANCE.

You will be provided professional liability insurance with coverage of five hundred thousand dollars (\$500,000) per occurrence and one million five hundred thousand dollars (\$1,500,000) in the annual aggregate under The University of Texas System Professional Medical Liability Benefit Plan. You must comply with any requirements imposed by the Plan, including requirements for risk management education. Upon becoming aware of an actual or alleged claim, you must immediately notify the Program Director, the GME Office and the Legal Services department.

V. BENEFITS.

The following benefits are available to you during the term of your appointment:

Health/Dental: MD Anderson will provide health insurance benefits to you and your eligible dependents, which will be effective on the first day of hire. Dental and Disability Insurance is available through UT Select.

Parking: Physician Resource Services (PRS) offers a 50% Parking subsidy to qualified GME Residents/Fellows, that park in an MD Anderson garage.

Leave: MD Anderson will provide you with **160 hours of vacation time**, and **100 hours of sick leave**. Vacation and sick leave expire at the end of the appointment year, unless you are in a multi-year residency/fellowship.

At least once, and at any time during the Residency/Fellowship, you are eligible to use **six (6) weeks of paid parental/caregiver Leave (s)** under the GME Leave Program for qualifying reasons that are consistent with applicable laws. This leave is effective day one of hire. Supporting documentation is required when applying for the GME Leave Program. The specialty-specific board may require you to make up the GME Leave time. If this is required, the program director will notify you regarding the extension required to complete the residency/fellowship training. Certifying boards vary in their requirements regarding the effect of leave of absence, for any reason, taken during training on eligibility and the timing for board certification, if leave is needed, MD Anderson shall direct you to specific information from the applicable certifying boards at <https://www.abms.org/member-boards>.

Lab Coat(s): You will be provided with two (2) lab coats. One (1) replacement coat will be provided each academic year. Unlimited cleaning is provided. Sizing and pick-up of coats will be in the Main Hospital (B1.4306). Email MMS lab coat ordering mmslabcoatordering@mdanderson.org for orders, status or questions.

Fitness Center: The Fitness Center offers state-of-the art activities such as strength training, cardio group exercise, spin classes, yoga and more. It is free for eligible workforce members. If you decide to join, you

will be required to take the Living Well Health Platform assessment, and submit a Fitness Facilities Enrollment Application. The 20,000 square foot facility is located in the Pickens Towers, Floor 2.

VI. DUTIES & RESPONSIBILITY OF THE RESIDENT/FELLOW.

As a trainee, you will be expected to perform such duties and responsibilities as may be assigned and use best efforts to provide safe, effective, and compassionate patient care. Such performance will be subject to all applicable laws and regulations, the *Regents' Rules*, the *Institutional Policies*, the *GME Trainee Manual*, the eligibility requirements for your respective specialty board examination, and applicable requirements of the oversight agencies for your particular GME program. The basic responsibilities of UTMDACC trainees, including resident/fellow supervision, clinical and educational work hours, the policy on physician impairment, the policy on providing reasonable accommodations to individuals with disabilities, and policies on gender and other forms of harassment may be found in the *GME Trainee Manual* and the *Institutional Policies*.

Institutional Policies. Detailed information concerning disciplinary action, appeal and grievance procedures, and evaluation requirements may be found in the *GME Trainee Manual* and the *Institutional Policies*. Trainee Disciplinary Action & Appeals ACA0068, ACA1194, Accommodating Disabilities ACA0081, Equal Opportunity Policy for Trainees ACA0079, Non-Renewal and Termination of Appointment ACA0062, and Sexual Harassment & Sexual Misconduct Prevention Policy ADM0285.

You will be subject to and must abide by the *Regents' Rules* and all of MD Anderson's guidelines, policies, procedures, rules and regulations. In particular, **your activities at MD Anderson will be governed by MD Anderson's Intellectual Property Policy (UTMDACC Institutional Policy #ADM0345). You are also obligated to maintain the confidentiality of MD Anderson's proprietary information and you must obtain approval from your chair/mentor/program director prior to disclosing or publishing any results of your activities at MD Anderson.**

By signing this Graduate Medical Education Trainee Agreement, you accept and agree to be bound by the provisions set forth herein.

ACCEPTED AND AGREED TO:

Trainee
Name (Print):

Date:

<<firstname>> <<lastname>>, <<credentials>>

Date:

Trainee Signature: _____

Institutional
Representative:

Date:

Diane C. Bodurka, M.D., M.P.H.
VP, Chief Education & Training Officer
Designated Institutional Official for ACGME
Professor of Gynecologic Oncology &
Reproductive Medicine