

**PENNSYLVANIA DEPARTMENT OF HEALTH**  
**DIETETIC INTERNSHIP PROGRAM**

**DEPARTMENT OF HEALTH INTERN AGREEMENT**

This AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_, 20\_\_ by and between \_\_\_\_\_, (“Intern”) and the Commonwealth of Pennsylvania, acting through the Department of Health (“Department”), Bureau of Women, Infants and Children (“WIC”), collectively referred to as “Parties.”

THIS AGREEMENT shall commence beginning \_\_\_\_\_ or on the date that it has been fully executed by both Parties and all approvals required by Department’s contracting procedures have been obtained, as indicated by the date of the last signature, whichever is later.

**A. PURPOSE**

The purpose of this Agreement is to guide and direct the Parties regarding their relationship, the minimum terms and conditions required of Intern and obligations for which each Party is responsible, the consequences associated with failure to specifically perform those obligations, and rights of each Party.

**B. OBLIGATIONS OF DEPARTMENT**

1. Employment and Benefits:

- a. At all times throughout the Internship, Intern shall be considered a full-time employee of Department unless otherwise terminated by Department.
- b. Intern shall be entitled to all benefits that would normally be afforded to full-time Department employees, including, but not limited to full salary and fringe benefits, including the accrual of annual and sick leave. Department shall be responsible for the payment and provision of all salary and fringe benefits for Intern.
- c. In the event Internship-related activities are scheduled during a state observed holiday, alternative dates shall not be provided for Intern to observe said state holiday.

2. Intern's Weekly Work Schedule:

- a. Intern shall be provided with a work schedule that shall consist of a combination of hours allocated to Internship-related activities and traditional work responsibilities under Intern's current employment position with Department.
- b. Intern's work schedule may include supervised practice activities as part of the Internship that require Intern to dedicate time that would exceed Intern's normal work schedule with Department. Any hours that Intern is required to work as part of the Internship that exceed Intern's normal work hours with Department may not be compensated.
- c. Intern shall be permitted up to forty (40) hours per week to participate in internship-related activities. The Department will designate the number of hours permitted per week depending on the academic schedule for each rotation.

3. Internship-Related Expenses Incurred by Department:

- a. All Internship expenses are the responsibility of Intern. However, if funding is available, Department may elect to assist Intern with WIC-allowable expenses such as lodging, travel, conference fees, books, or other related expenses at the discretion of the Department.
- b. Should the Department determine that it is able to provide assistance to cover reasonable and necessary Internship-related travel expenses, including mileage and rental car, lodging, meals and incidental travel expenses, Department shall do so in accordance with the Commonwealth Travel Policy, 230.10 Amended, effective December 13, 2019, or any subsequent revision.
- c. If during the course of a supervised practice experience, Intern sustains an injury or illness as a result of an accident or exposure on the premises of a supervised practice rotation while performing Internship-related functions, that injury/illness shall be treated as a job-related injury, and Department shall follow its policies pertaining to initiating a worker's compensation claim.

4. Re-classification Upon Successful Completion of Requirements for Certification as a Credentialed Dietitian:

- a. Upon Intern's successful completion of all requirements to become a Registered Dietitian, Department is under no obligation to reclassify Intern.

### C. OBLIGATIONS OF INTERN

1. Intern Handbook: Intern shall be responsible for reviewing and complying with the Intern Handbook WIC Personnel or the Intern Handbook Non-WIC Personnel, as the case may be, which are available at <https://www.pawic.com/ACENDInternship.aspx>. Intern may request a copy of the Intern Handbook by contacting Stephanie Bender at [stepbender@pa.gov](mailto:stepbender@pa.gov) or 717.783.1289. This Intern Handbook may be amended from time-to-time and any such amendments are expressly incorporated into the Intern Handbook.
2. Professional Liability Insurance: Intern shall obtain and maintain professional insurance policies in the amount of one million dollar (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the annual aggregate.
3. Intern's Weekly Work Schedule:
  - a. Intern shall be permitted up to forty (40) hours per week to participate in internship-related activities. The Department will designate the number of hours permitted per week depending on the academic schedule for each rotation.
  - b. The assigned practice hours do not include travel, pre-requisite preparation/didactic hours or exit activities. Practice hours may be required beyond this minimum depending on the demands of each rotation and assignments. Intern SHALL NOT be compensated above and beyond the standard work week for additional time or travel related to Internship activities.
  - c. Intern shall complete and submit all pre-requisite work assignments according to deadlines.
  - d. Intern shall ensure that all required Internship supervised practice hours and work hours, if applicable, are accounted for, either through work scheduled at Department, Internship-related activities, or official leave time. Any time away from the work site that is not properly accounted for shall be unpaid.
  - e. Intern shall not engage in Internship-related activities, including work on Internship projects, during those hours allocated to employment responsibilities at the work site. It is expected that Internship projects and assignments are completed outside of this time.
  - f. In the event Internship-related activities are scheduled during a Commonwealth-observed holiday, Intern shall not be permitted to observe a Commonwealth holiday on an alternative date. Intern shall not receive additional compensation for completing Internship-related

activities during a Commonwealth-observed holiday.

4. Responsibility for Travel and Other Internship-Related Expenses Incurred:

- a. Intern shall be responsible for all reasonable and necessary Internship-related expenses, which may include travel, off-site internet service fees, a laptop computer or other supplies, unless the Department elects to assist with WIC-allowable expenses, such as lodging, travel, conference fees, books, or other related expenses.
- b. Should the Department determine that it is able to provide assistance to cover reasonable and necessary Internship-related travel expenses, including mileage and rental car, lodging, meals and incidental travel expenses, Department shall do so in accordance with the Commonwealth Travel Policy, 230.10 Amended, effective December 13, 2019, or any subsequent revision.
- c. Intern shall immediately report any illness, exposure, or other injury sustained on the premises of a supervised practice facility during the course of a supervised practice experience component of the Internship to the Intern's Preceptor and immediate Supervisor.
- d. In the event it is determined that the fees incurred as a result of the injury is not compensable under Department's worker's compensation insurance, the cost of treatment and other related testing and medical or health care shall be the responsibility of Intern.

5. Completion of Internship/Rotation Hours and Extension Requests:

- a. Intern shall complete the supervised practice experience component of the Internship within thirty-one (31) weeks from commencement of the Internship, unless an extension is granted as set forth below.
- b. If Intern does not successfully complete a rotation, the Dietetic Internship (DI) Director shall, on a case-by-case basis, determine whether Intern must complete remedial or supplemental work, or repeat the rotation, or some combination thereof. Intern must complete the remedial or supplemental work, or the repeated rotation, to the satisfaction of the Preceptor and DI Director before preceding to the next rotation. If Intern does not complete the remedial or supplemental work, or the repeated rotation, Intern may be subject to disciplinary action up to and including termination.
- c. Intern may request an extension to complete the Internship not to exceed forty-seven (47) weeks from commencement of the Internship, as set forth in the PA WIC Dietetic Internship Handbook, which is the ACEND-

approved method for extension of the Internship timeframe for any reason. Extension requests must be submitted to the DI Director. Submission of an extension request does not guarantee approval.

6. Registered Dietitian Exam:

- a. Intern shall sit for the Registered Dietitian examination, which is administered by the Commission on Dietetic Registration Academy of Nutrition and Dietetics, within ninety (90) days of receiving Intern's Verification Statement. Intern shall notify the designated point of contact for Department, as well as the DI Director, of Intern's scheduled examination date.
- b. In the event Intern fails to receive a passing score for the Registered Dietitian examination, Intern shall again sit for the Registered Dietitian examination within ninety (90) days of receiving the previous examination results and shall continue sitting for the examination in intervals that shall not exceed ninety (90) days until Intern receives a passing score on the examination, or until one (1) year and one (1) day from the date of the first attempt.
- c. Intern must notify the Department point of contact and the DI Director of Intern's examination results and, if applicable, of the next scheduled examination date.

7. Intern's Program Obligation:

- a. Intern shall satisfactorily complete the supervised practice experience component of the Internship to meet the eligibility requirements to sit for the Registered Dietitian examination. Failure to complete the supervised practice experience component of the Internship within thirty-one (31) weeks, or within forty-seven (47) weeks if an extension is granted at the sole discretion of the DI Director, shall result in Intern reimbursing Department pursuant to Section D, Reimbursement for Breach of Intern's Obligations, of this Agreement.
- b. Intern shall continue as a full-time employee of the Department, specifically as an employee of WIC, for twenty-four (24) months from the date of becoming credentialed as a Registered Dietitian.
- c. For the duration of the twenty-four (24) month work commitment period, Intern shall maintain a minimum employment rating of no less than "Met Satisfactory Expectations" for Overall Ratings for the Job and Individual Responsibilities and Terms and Conditions of Department's Annual Performance Evaluation.

#### **D. REIMBURSEMENT FOR BREACH OF INTERN'S OBLIGATIONS**

1. Intern understands that the cost associated with the Internship such as salary and fringe benefits is borne by Department.
2. Breach of Agreement:
  - a. Intern agrees that noncompliance with the terms and conditions of this Agreement, including failing to complete the internship within thirty-one (31) weeks of beginning the program, or within forty-seven (47) weeks of beginning the program if an extension is approved by the DI Director, or termination of this Agreement by Department pursuant to the terms of this Agreement, shall require Intern to reimburse Department for the costs associated with the Internship Program, up to a maximum reimbursement of \$25,000 (1,000 Internship hours at a rate of \$25.00 per hour).
  - b. Should Intern be convicted of or plead guilty or no contest to a felony or misdemeanor or if the appropriate licensing board has determined that Intern has committed an act of gross negligence in the performance of the Intern's duties or Intern's license to practice has been suspended or revoked, Department may consider Intern to be in breach of this Agreement and has the authority to terminate Intern's commitment, which shall require Intern to reimburse Department for the costs associated with the Internship Program, up to a maximum reimbursement \$25,000 (1,000 Internship hours at a rate of \$25.00 per hour).
  - c. Should Intern die or become totally or permanently disabled during the term of this Agreement, or should Intern be subject to an involuntary reduction in work force, or unless otherwise permitted, in writing, by Department, Intern's twenty-four (24) month commitment shall be cancelled in its entirety by Department with a corresponding immediate cancellation of the reimbursement owed by Intern to Department.
3. Reimbursement and Monetary Restitution Schedule:
  - a. If Intern voluntarily leaves the Internship prior to Intern's successful completion of the Internship, Intern shall reimburse Department for the rotation hours completed at a rate of \$25.00 per hour (up to 1,000 hours).
  - b. If Intern fails to complete the Internship hours within the prescribed thirty-one (31) week period and does not submit a written request for an extension; submits a written request for extension, which is subsequently denied by the DI Director; or fails to complete the Internship hours within

the extension period, Intern shall reimburse Department for the number of rotation hours completed in the thirty-one (31) weeks, as well as any extension granted by the DI Director, at a rate of \$25.00 per hour (up to 1,000 hours for the number of rotation hours completed in 31 weeks).

- c. If Intern does not sit for the Registered Dietitian examination in increments not to exceed ninety (90) days for a total period not to exceed one (1) year and one (1) day from the day of Intern's first attempt, or if Intern fails to receive a passing score for the Registered Dietitian examination within one (1) year and one (1) day from Intern's first attempt, Intern shall reimburse Department the maximum reimbursement amount of \$25,000 (1,000 Internship hours at a rate of \$25.00 per hour).
  - d. If Intern fails to complete the twenty-four (24) month work commitment, following receipt of credentialing status as a Registered Dietitian, Intern shall reimburse Department based on the balance of time remaining of the twenty-four (24) month work commitment at a rate of \$25.00 per hour.
  - e. Intern shall remit payment to Department in the full amount due and owing within ninety (90) days from the date Department provides notice of noncompliance or the termination of this Agreement, whichever is earlier, unless the Parties agree in writing to establish a payment plan or later payment deadline. If Intern fails to fully reimburse Department, in addition to any rights or remedies Department may have at law or equity, Department reserves the right to offset the amount due against any existing or future sums of money owed to Intern by any Commonwealth agency or department.
4. Suspension: A suspension of Intern's twenty-four (24) month commitment may be approved for the following reasons:
- a. Leave of absence for serious medical or personal reasons.
  - b. Maternity, paternity, or adoption leave that exceeds twelve (12) weeks.
  - c. Call to active duty in the armed forces.

Intern shall submit a written request to Department for prior written approval of suspension of Intern's commitment for the reasons stated above.

5. Waiver of Agreement:
- a. A waiver permanently relieves Intern of all or part of the twenty-four (24) month commitment. A waiver may be granted only when Intern

demonstrates that compliance with this Agreement is permanently impossible or would involve an extreme hardship.

- b. Intern shall submit a request for waiver in writing and include justification with sufficient detail for Department to determine the compelling nature of the request.
- c. Department's decision on the request for a waiver is final.

#### **E. ACCESS TO RECORDS**

Intern agrees to provide any and all Internship-related documentation, upon request by the Intern's immediate supervisor or the DI Director and to authorize Intern's immediate supervisor or the DI Director, or both, to directly access Intern's Internship records and performance reviews.

#### **F. TERMINATION**

Department and Intern agree that:

1. Department may terminate this Agreement at any time prior to Intern's completion of the Internship upon the determination of Department that Intern is failing or has failed to maintain, from date of application through credentialing: satisfactory performance, satisfactory standard of academic or professional performance, satisfactory conduct, or has demonstrated noncompliance with any provision of this Agreement, or the applicable agreement(s) entered into between the Pennsylvania WIC Program and any affiliated facility or facilities that provide the supervised practice site(s) for Intern's Internship rotation hours. Intern shall be responsible for reimbursing Department in accordance with Section D of this Agreement.
2. Intern may terminate this Agreement at any time but shall be responsible for reimbursing Department in accordance with Section D of this Agreement.

#### **G. REPORTING NONCOMPLIANCE TO LICENSURE BOARDS**

In the event that Intern fails to fulfill the terms of this Agreement, in addition to requiring Intern to reimburse Department for the costs associated with the Internship Program based on the schedule outlined in Section D of this Agreement, Department may do either action (G. 1-2) below, or both:

1. Report Intern to the Pennsylvania Department of State for Licensed Dietitians and the Academy of Nutrition and Dietetics;



2. Attach a notation to Intern's personnel file, referencing Intern's noncompliance with any provision of this Agreement.

#### H. MISCELLANEOUS

1. Incorporated Documents - Intern Handbook: Intern acknowledges having reviewed a copy of the Intern Handbook WIC Personnel or the Intern Handbook Non-WIC Personnel, as the case may be, which are available at <https://www.pawic.com/ACENDInternship.aspx>. These handbooks are incorporated by reference into and made a part of this Agreement. Intern may request a copy of the Intern Handbook by contacting State Agency Dietetic Internship Director, Stephanie Bender, at [stepbender@pa.gov](mailto:stepbender@pa.gov) or 717.783.1289. This Intern Handbook may be amended from time-to-time and any such amendments are expressly incorporated into the Intern Handbook.
2. Entire Agreement: When fully executed by the Parties, this Agreement shall be the final and complete Agreement between the Parties containing all the terms and conditions agreed on by the Parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement, unless specifically accepted by any other term or provision of this Agreement. There are no conditions precedent to the performance of this Agreement, except as expressly set forth in this Agreement.
3. Amendments: This Agreement may be amended or modified by mutual consent of the Parties, provided any and all such amendments or modifications shall be in writing and signed by authorized representatives of both Parties.
4. Governing Law: This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the Commonwealth of Pennsylvania and the decisions of the Pennsylvania courts. The Parties consent to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. Any such court shall have in personam jurisdiction over the Parties, and service of process shall be performed in any manner authorized by Pennsylvania law.
5. Severability: The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth and the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected.

