

Georgia Department of Public Health
District _____
Dietetic Internship Contract

STATE OF GEORGIA

THIS AGREEMENT made and entered into this ___date of___, **2013** by and between employee name_____, hereinafter referred to as the Employee/Intern or “you” and Georgia Department of Public Health (DPH), District _____, hereinafter referred to as District _____ or “we”.

THIS AGREEMENT will commence beginning August 12, 2013, and shall terminate upon completion of its terms.

WHEREAS, the above-named Employee/Intern has been accepted for admission to the Georgia Department of Public Health Dietetic Internship Program, hereinafter referred to as the Internship, and

WHEREAS, the State of Georgia District _____ has need of the services of Registered/Licensed Dietitians.

NOW, THEREFORE, for and in consideration of the mutual benefits flowing to each party as hereinafter appear below, the parties agree as follows:

A. District _____ Agrees:

1. Full-time Employee and Full-time Benefits

- a. At all times during the Internship the Employee/Intern will be considered a full-time employee of District _____.
- b. The Employee/Intern will be entitled to all benefits that would normally be afforded to full-time employees, including, but not limited to: full salary and fringe benefits including defined state holidays and the accrual of annual and sick leave. We will be responsible for the payment and provision of all salary and fringe benefits.

2. Employee/Intern's Schedule

- a. You will be scheduled for a total of 40 hours of work or a combination of work/internship-related activities each week.
- b. You will be granted up to twenty-four (24) hours of Education Leave each week to permit you to participate in the Internship related activities.

Employee/Intern
Initials

3. Reimbursement of Expenses

We will either pay for, or reimburse you for reasonable expenses that incur in traveling to internship related activities. Such expenses include, transportation cost, mileage, subsistence, and hotel accommodations, as defined by the Georgia Department of Public Health's Travel Reimbursement Policy. Mileage shall be reimbursed at the mileage rate applicable to full-time employees of District _____ at the time it was incurred.

4. Reclassification upon Successful Completion of Requirements of Registered and Licensed Dietitian (RD, LD)

Upon the Employee/Intern's successful completion of the requirements to become a Registered and Licensed Dietitian (RD, LD), provided that funds are available within District _____'s budget, and a position is available, she/he will be eligible for reclassification as a Clinical Nutritionist with the applicable pay grade and salary increase.

B. The Employee/Intern Agrees:

1. Three-Year Program Obligation

- a. You agree to complete a one year Internship and then to continue as a full-time employee of District _____ for two years (24 months) after completing the Internship requirements.
- b. The two-year (24 months) obligation to District _____ will not begin until you have successfully passed the Registered Dietitian (RD) Exam.
- c. You must maintain at least a "Met Expectations" for Overall Ratings for the Job and Individual Responsibilities and Terms and Conditions on the State of Georgia PERFORMANCE MANAGEMENT FORM (PMF).

2. Reimbursement to District for Non-Completion

a. You agree that if you resign your employment with District _____ or are terminated, for any reason (with the exception of death, disability or involuntary reduction in work force), prior to completing the obligated time or any/all terms within this contract, it is expected that you will reimburse the _____ District an amount based on the following calculations subject to a thirty thousand dollar (\$30,000) maximum payment:

- if your separation occurs **prior to completion of your internship hours** (1200 hours), monies owed will be based on hours completed in your rotations prior to your separation, at a rate of \$25.00/hr

- if your separation occurs **during the time period between completion of your internship hours (1200 hours) and notification that you have passed the RD exam**, monies owed will be \$30,000.00.

- if your separation occurs **after you have received notification that you have passed the RD exam but prior to fulfilling your 2 year work commitment to your District**, monies owed will be based on the balance of time remaining of your 2 year obligated work commitment to your District at a rate of \$1250.00/month.

3. Internship Completion – Extensions

You will make a good faith effort to successfully complete the prescribed course of the Internship within a twelve month period. Any extensions to this period, **for any reason**, will be considered only upon application and approval by the Internship Director. You will follow the procedure set out by the Internship handbook, which is the approved method of the Accreditation Council for the Education of Nutrition and Dietetics (ACEND), for extending the timeframe for completing the internship course for any reason, (including pregnancy or hardship).

4. Provisional Licensing

a. You must apply for a provisional license with the Georgia Secretary of State Office within 30 (thirty) days of receiving your verification statement. You understand that the license expires after 1 (one) year and that its expiration prior to you passing the RD exam may jeopardize your job duties. It may result in your termination from District _____ .

5. Registration with Academy of Nutrition and Dietetics (A.N.D.)

- a. You must apply to take the registration exam, administered by the Academy of Nutrition and Dietetics within 90 (ninety) days of receiving your verification statement and shall take all acts necessary to become registered by the Academy of Nutrition and Dietetics.
- b. You must notify your District of your scheduled examination date.
- c. Failure to meet this requirement may result in your termination and require reimbursement based on Reimbursement to District for Non-Completion (B2a)

6. Registered Dietitian Exam

You must successfully pass the Registered Dietitian Exam (RD).

- a. In the event that you fail the examination, you must re-take the examination within sixty (60) days of receiving the results and continue taking the exam within 60 day intervals until it is passed
- b. You must notify your District of your test results and, if applicable, your next scheduled exam date
- c. Failure to meet this requirement may result in your termination and require reimbursement based on Reimbursement to District for Non-Completion (B2a)

7. Forty Hour Work Schedule; All Hours Must be Accounted For

- a. The Employee/Intern shall have a schedule that is at least 40 hours each week. This work schedule shall be comprised of a combination of work and internship-related activities.
- b. All forty hours of the work week MUST be accounted for: either through work scheduled at the District, internship-related activities or official leave time. Any time away from the work site that is not properly accounted for will be unpaid.
- c. Time that is scheduled at the District work-site are employment hours only. No internship projects may be completed during this time. It is expected that Internship projects and assignments are only to be completed outside of this time.

8. Expenses

- a. You agree to be responsible for any necessary Internship-related expenses, not covered by District _____ which could include off-site internet service fees, a lap top computer, or other supplies.
- b. You agree to adhere to the Georgia Department of Public Health's travel policy regarding reimbursement of travel expenses.

9. Access to Records

You agree to provide documentation, on request, by District _____, and to authorize District _____ to access your internship records directly to show progress and standing in the prescribed course of study.

C. The District and the Employee/Intern agree:

1. Termination of Internship
 - a. During the Probationary Period of the first 96 hours of supervised practice experience, either party may terminate this internship for any reason whatsoever without any reimbursement due to the District by the intern.
 - b. That the District may terminate this Internship at any time prior to completion upon its determination that the Employee/Intern is failing or has failed to maintain a reasonable standard of academic or professional performance, satisfactory conduct or has demonstrated non-compliance with any provision of the Agreement with reimbursement to be made as described above (B2a);

2. Reporting Non-compliance to Licensure Boards

In the event that the Employee/Intern fails to fulfill the terms of this Agreement, the District may: (1) report the Employee/Intern to the Georgia Secretary of State Licensure Board and the Academy of Nutrition and Dietetics (2) attach a “do not hire” notation to the Georgia Department of Public Health personnel file, for non-compliance with any provision of this signed Agreement.

3. Entire Agreement

This document contains the entire Agreement between the parties with regard to its subject matter and supersedes all other prior and contemporaneous statements, agreements, and understandings between the parties. No modifications to this Agreement may be made unless in writing signed by both parties.

4. Invalidity of Any Provision, Effect on Agreement

Should any provision of this agreement be deemed invalid by any court of competent jurisdiction, the deletion of such provision from this Agreement shall not render the remaining provisions invalid, and all other such provisions shall remain in full effect; and

5. Jurisdiction

Any litigation involving or arising from the provisions of this Agreement shall be governed and controlled by the Laws of the State of Georgia;

IN WITNESS WHEREOF, the undersigned parties have hereto affixed their hands and seals the day and year first above written.

DISTRICT _____ **Public Health Services**

District Health Director

Nutrition Services Director

Date

Date

Witness

EMPLOYEE/INTERN

Printed Name/Signature

Date

Sworn to and subscribed before me, this
____ day of _____, 2013

Notary Public