

**PENNSYLVANIA DEPARTMENT OF HEALTH
DIETETIC INTERNSHIP PROGRAM**

LOCAL AGENCY INTERN AGREEMENT

This AGREEMENT made and entered into this ____ day of ____, 20____ by and between _____, (“Intern”) and the Pennsylvania Women, Infants and Children (“WIC”) Local Agency number _____ (“Local WIC Agency”), located in the county/counties of _____.

THIS AGREEMENT shall commence beginning _____ or on the date when all required signatures are obtained, 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 the 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 THE LOCAL WIC AGENCY

1. Employment and Benefits:

- a. At all times throughout the Internship, Intern shall be considered a full-time employee of the Local WIC Agency unless otherwise terminated by the Local WIC Agency.
- b. Intern shall 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 the accrual of annual and sick leave. The Local WIC Agency 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 the 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 _____

Intern Initials _____
Local WIC Agency Director Initials _____

combination of hours allocated to Internship-related activities and traditional work responsibilities under Intern's current employment position.

- b. Intern shall be granted up to twenty-four (24) hours of Education Leave for the Community/Public Health Rotation and forty (40) hours for the Clinical and Food Service Rotations each week to permit Intern to participate in the Internship-related activities.

3. Internship-Related Expenses Incurred by the Local WIC Agency:

- a. All internship expenses are the responsibility of Intern. However, if WIC funds are available, the Local WIC Agency may elect to assist Intern with WIC-allowable expenses such as lodging, travel, conference fees, books, etc.
- b. Should the Local WIC Agency 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, the Local WIC Agency shall do so in accordance with the most current Management Directive 230.10, Commonwealth Travel Policy, Effective January 1, 2012 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 the Local WIC Agency 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 and Licensed Dietitian, the Local WIC Agency 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 or 717.783.1289.
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 maintain Intern's regular work schedule at the Local WIC Agency for the Community Rotation. Intern shall, however, be required to work an eight (8) hour workday schedule for a total of twenty-four (24) hours per week when performing Internship activities. For the Food Service and Clinical Rotation, Intern shall be required to work a forty (40) hour weekly work schedule that shall consist of solely Internship-related activities.
- b. The assigned practice hours do not include travel, pre-requisite preparation or required didactic time. 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 hours and work hours, if applicable, are accounted for, either through work scheduled at the Local WIC Agency, 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.

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 lap top computer or other supplies, unless the Local WIC Agency elects to assist with WIC-allowable expenses, such as lodging, travel, conference fees, books, etc.
- b. In the event the Local WIC Agency offers to reimburse for travel, lodging, etc., Intern shall adhere to the Local Agency travel policy regarding reimbursement of travel expenses or Management Directive 230.10, Commonwealth Travel Policy, Effective January 1, 2012 or any subsequent revision.
- c. Intern shall immediately report any illness, exposure, or other injury

Intern Initials _____
Local WIC Agency Director Initials _____

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 Intern's employer's worker's compensation insurance, the cost of treatment and other related testing and medical and/or health care shall be the responsibility of Intern. Cost for medical equipment borrowed from any facility and not returned may affect graduation requirements. Any outstanding cost for medical services that is unresolved from facility may affect graduation.

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

- a. Intern shall complete the supervised practice experience component of the Internship within forty-three (43) 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. Intern must complete the remedial or supplemental work and/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 and/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 sixty-five (65) 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 the Local WIC Agency, 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 Local WIC Agency 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 forty-three (43) weeks, or within sixty-five (65) weeks if an extension is granted at the sole discretion of the DI Director, shall result in Intern reimbursing 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 Local WIC Agency for twenty-four (24) months from the date of becoming credentialed as a Registered Dietician.
- 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 Expectations" for Overall Ratings for the Job and Individual Responsibilities and Terms and Conditions of the Local WIC Agency 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 the Local WIC Agency.

2. Breach of Agreement:

- a. Intern agrees that noncompliance with the terms and conditions of this Agreement, including failing to complete the internship within forty-three (43) weeks of beginning the program, or within sixty-five (65) weeks of beginning the program if an extension is approved by the DI Director, or termination of this Agreement by the Local WIC Agency pursuant to the terms of this Agreement, shall require Intern to reimburse the Local WIC Agency for the costs associated with the Internship Program, up to a maximum reimbursement of \$31,250.00. In the event that the Local WIC

Agency no longer serves as grantee of the Pennsylvania Department of Health, Bureau of Women, Infants, and Children that allows the Local WIC Agency to serve in its capacity as a local agency, Intern shall reimburse the new WIC Service Provider.

- 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, the Local WIC Agency will consider Intern to be in breach of this Agreement and will have the authority to terminate Intern's commitment, which shall require Intern to reimburse the Local WIC Agency for the costs associated with the Internship Program, up to a maximum reimbursement of \$31,250.00. In the event that the Local WIC Agency no longer serves as grantee of the Pennsylvania Department of Health, Bureau of Women, Infants, and Children that allows the Local WIC Agency to serve in its capacity as a local agency, Intern shall reimburse the new WIC Service Provider.
3. 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 the Local WIC Agency, Intern's twenty-four (24) month commitment may be cancelled in its entirety by the Local WIC Agency with a corresponding immediate cancellation of the reimbursement owed by Intern to the Local WIC Agency.
4. Reimbursement and Monetary Restitution Schedule:
 - a. If Intern voluntarily leaves the Internship prior to Intern's successful completion of the Internship, Intern shall reimburse the Local WIC Agency for the rotation hours completed at a rate of \$25.00 per hour (up to 1,250 hours). In the event that the Local WIC Agency no longer serves as grantee of the Pennsylvania Department of Health, Bureau of Women, Infants, and Children that allows the Local WIC Agency to serve in its capacity as a local agency, Intern shall reimburse the Commonwealth of Pennsylvania, acting through the Department of Health.
 - b. If Intern fails to complete the Internship hours within the prescribed forty-three (43) week period and does not submit a written request for an extension, submits a written request for extension that is subsequently denied by the DI Director, or fails to complete the Internship hours within the extension period, Intern shall reimburse the Local WIC Agency for the number of rotation hours completed in the forty-three (43) weeks, as well as any extension granted by the DI Director, at a rate of \$25.00 per hour (up to

1,250 hours for number of rotation hours completed in 43 weeks). In the event that the Local WIC Agency no longer serves as grantee of the Pennsylvania Department of Health, Bureau of Women, Infants, and Children that allows the Local WIC Agency to serve in its capacity as a local agency, Intern shall reimburse the Commonwealth of Pennsylvania, acting through the Department of Health.

- 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 the 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 the Local WIC Agency the maximum reimbursement amount of \$31,250.00 (1,250 Internship hours at a rate of \$25.00 per hour). In the event that the Local WIC Agency no longer serves as the grantee of the Pennsylvania Department of Health, Bureau of Women, Infants, and Children that allows the Local WIC Agency to serve in its capacity as a local agency, Intern shall reimburse the Commonwealth of Pennsylvania, acting through the Department of Health.
- 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 the Local WIC Agency based on the balance of time remaining of the twenty-four (24) month work commitment at a rate of \$25.00 per hour. In the event that the Local WIC Agency no longer serves as grantee of the Pennsylvania Department of Health, Bureau of Women, Infants, and Children that allows the Local WIC Agency to serve in its capacity as a local agency, Intern shall reimburse the Commonwealth of Pennsylvania, acting through the Department of Health.
- e. Intern shall remit payment to the Local WIC Agency in the full amount due and owing within ninety (90) days from the date the Local WIC Agency provides notice of noncompliance and/or the termination of this Agreement, whichever is earlier, unless the parties agree in writing to establish a payment plan and/or later payment deadline. If Intern fails to fully reimburse the Local WIC Agency, in addition to any rights or remedies the Local WIC Agency may have at law or equity, the Local WIC Agency 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. In the event that the Local WIC Agency no longer serves as the grantee of the Pennsylvania Department of Health, Bureau of Women, Infants, and Children that allows the Local WIC Agency to serve in its capacity as a local agency, Intern shall: remit payment to the Commonwealth of Pennsylvania, acting through the

Intern Initials _____
Local WIC Agency Director Initials _____

Department of Health, in the full amount due and owing within ninety (90) days from the date the Commonwealth of Pennsylvania, acting through the Department of Health, provides notice of noncompliance and/or the termination of this Agreement, whichever is earlier, unless the Intern and the Commonwealth of Pennsylvania, acting through the Department of Health, agree in writing to establish a payment plan and/or later payment deadline; if Intern fails to fully reimburse the Commonwealth of Pennsylvania, acting through the Department of Health, in addition to any rights or remedies it may have at law or equity, the Commonwealth of Pennsylvania, acting through the Department of Health, 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.

5. 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 the Local WIC Agency for prior written approval of suspension of Intern's commitment for the reasons stated above.

6. 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.
 - a. Intern shall submit a request for waiver in writing and include justification with sufficient detail for the State Agency Dietetic Internship Director, Stephanie Bender, to determine the compelling nature of the request.
 - b. The State Agency Dietetic Internship Director's decision on the request for a waiver is final.

7. Current Local WIC Agency No Longer Serves as Grantee:
 - a. In the event that the Local WIC Agency no longer serves as grantee of the Pennsylvania Department of Health, Bureau of Women, Infants, and Children that allows the Local WIC Agency to serve in its capacity as a local agency, Intern shall complete Intern's twenty-four (24) month work commitment with the new WIC Service Provider, entering into a new agreement with the new WIC Service Provider, provided that the new WIC Service Provider offers to hire the Intern. In the event that the new WIC Service Provider offers to hire

the Intern, but the Intern declines, Intern shall reimburse the new WIC Service Provider based on the balance of time remaining of the twenty-four (24) month work commitment at a rate of \$25.00 per hour.

- b. In the event that the Local WIC Agency no longer serves as grantee of the Pennsylvania Department of Health, Bureau of Women, Infants, and Children that allows the Local WIC Agency to serve in its capacity as a local agency, and the new WIC Service Provider declines to hire the Intern, Intern shall complete Intern's twenty-four (24) month work commitment with the Commonwealth of Pennsylvania, acting through the Department of Health, Bureau of Women, Infants, and Children (Bureau), provided the Bureau offers to hire the Intern and Intern satisfies all hiring requirements. In the event that the Commonwealth of Pennsylvania, acting through the Department of Health, Bureau of Women, Infants, and Children offers to hire the Intern, but the Intern declines, Intern shall reimburse the Commonwealth of Pennsylvania, acting through the Department of Health, based on the balance of time remaining of the twenty-four (24) month work commitment at a rate of \$25.00 per hour.
- c. In the event that neither scenario described in Section D. 7. a.-b. of this Agreement occurs, Intern shall not be required to complete the Intern's twenty-four month work commitment or reimburse any Internship hours completed pursuant to the terms of this Agreement.

E. ACCESS TO RECORDS

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

F. TERMINATION

The Local WIC Agency and Intern agree that:

- 1. The Local WIC Agency may terminate this Agreement at any time prior to Intern's completion of the Internship upon the determination of the Local WIC Agency that the 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, and/or has demonstrated noncompliance with any provision of this Agreement and/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 the Local WIC Agency in accordance with Section D of this Agreement.

2. Intern may terminate this Agreement at any time but shall be responsible for reimbursement 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 the Local WIC Agency for the costs associated with the Internship Program based on the schedule outlined in Section D of this Agreement, the Local WIC Agency may:

1. Report Intern to the Pennsylvania Department of State for Licensed Dietitians and the Academy of Nutrition and Dietetics; and/or
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 or 717.783.1289.
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.
6. Representation: The parties hereto represent and warrant that they have the authority to enter into this Agreement.

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

Local WIC Agency Director:

Printed Name

Signature

Date

Intern:

Printed Name

Signature

Intern Initials _____
Local WIC Agency Director Initials _____

Date

Intern Initials _____
Local WIC Agency Director Initials _____