

Georgia Department of Public Health Dietetic Internship Program

Intern Agreement

THIS AGREEMENT made and entered into this ____ date of ____, 20__ by and between employee, _____ (name) _____, (hereinafter, "Employee/Intern") and the Georgia Department of Public Health's Supplemental Nutrition Program for Women, Infants, and Children (hereinafter, "Department-WIC").

THIS AGREEMENT will commence beginning _____, and shall terminate upon completion of its terms, or no later than three (3) years from completion of the supervised practice and master's degree requirement of the Internship.

WITNESSETH

WHEREAS, the Department of Public Health is responsible for safeguarding and promoting the health of the people of Georgia pursuant to the Official Code of Georgia Annotated (O.C.G.A.) § 31-2A-1, et seq.;

WHEREAS, the Department of Public Health is the State Agency authorized to administer the Special Supplemental Nutrition Program for Women, Infants, and Children (hereinafter, "Georgia WIC Program") in the State of Georgia, pursuant to 7CFR § 246.3(b).

WHEREAS, the goal of the Dietetic Internship Program is to improve the health outcomes of Georgians through the promotion of a quality nutrition care practice by providing qualified employees of the Georgia Department of Public Health, at the local and state level, the opportunity to become Registered Dietitians;

WHEREAS, the above-named Employee/Intern, who is employed by the Department-WIC, has been selected to participate in the Georgia WIC Dietetic Internship Program, (hereinafter referred to as "Internship"); and,

NOW, THEREFORE, in consideration of the following mutual promises, covenants, terms and conditions, the Department-WIC and Employee/Intern do hereby agree as follows:

A. PURPOSE

The purpose of this Agreement is to guide and direct the parties regarding their relationship, the obligations for which each party is responsible, the consequences associated with failure to specifically perform those obligations, and the rights of each party.

B. OBLIGATIONS OF DEPARTMENT-WIC

The Department-WIC agrees to:

1. Provide Full-time Employment and Benefits
 - a. At all times during the Internship the Employee/Intern will be considered a full-time employee of the Department-WIC.
 - 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 the accrual of annual and sick leave. The Department-WIC will be responsible for the payment and provision of all salary and fringe benefits.
 - c. In the event internship-related activities are scheduled during a state observed holiday, alternative dates will not be provided for the Employee/Intern to observe said state holiday.
2. Employee/Intern's Weekly Work Schedule
 - a. Employee/Intern will be provided with a forty (40)-hour weekly work schedule that will consist of a combination of hours allocated to internship-related activities and traditional work responsibilities under Employee/Intern's current employment position.
 - b. Employee/Intern will be granted up to twenty-four (24) hours of Education Leave each week to permit Employee/Intern to participate in internship-related activities.
3. Internship-Related Expenses Incurred by Employee/Intern
 - a. All internship expenses are the responsibility of the Employee/Intern. However, when WIC funds are available, the Department-WIC may elect to assist the Employee/Intern with WIC-allowable expenses such as lodging, travel, conference fees, books, etc.
 - b. Should the Department-WIC 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 it will do so in accordance with the most current State Accounting Office's Statewide Travel Policy.
 - c. If, during the course of a supervised practice experience, an Employee/Intern sustains an injury or illness as a result of an accident or exposure while on a Training Facility's premises, that injury/illness shall be treated as a job-related injury, and the Department-WIC shall follow its policies pertaining to initiating a worker's compensation claim.
4. Reclassification upon Successful Completion of Requirements for Certification as a Registered and Licensed Dietitian Upon an Employee/Intern's successful completion of all requirements to become a Registered and Licensed Dietitian (RD, LD), the Employee/Intern may be eligible for reclassification with the applicable pay grade and salary increase, provided that funds and a position are available.

C. OBLIGATIONS OF EMPLOYEE/INTERN

Page 2 of 8

Employee/Intern Initials _____
Georgia WIC Program Director Initials _____

Revised 3.15.2023

The Employee/Intern agrees to:

1. Employee/Intern's Weekly Work Schedule
 - a. Employee/Intern shall maintain a forty (40)-hour weekly work schedule that will consist of a combination of hours allocated to internship-related activities and traditional work responsibilities under Employee/Intern's current employment position.
 - b. Employee/Intern shall ensure that all forty (40) hours of the work week are accounted for, either through scheduled work, internship-related activities, or official leave time. Any time away from the work site that is not properly accounted for will be unpaid.
 - c. Employee/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 only to be completed outside of this time.
 - d. In the event internship-related activities are scheduled during a state observed holiday, the Employee/Intern will not be permitted to observe a state holiday on an alternative date.
2. Responsibility for Travel and Other Internship-Related Expenses Incurred
 - a. Employee/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 Department-WIC elects to assist with WIC-allowable expenses, such as lodging, travel, conference fees, books, etc.
 - b. Employee/Intern agrees to adhere to the State Accounting Office's Statewide Travel Policy regarding reimbursement of travel expenses.
 - c. Employee/Intern shall immediately report any illness, exposure, or other injury sustained on the premises of a Training Facility during the course of a supervised practice experience component of the Internship to their supervisor. See Dietetic Internship Handbook, *Injury or Illness in Facility for Supervised Practice* Section. In the event it is determined that the illness or injury is not compensable under their 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 the Intern.
3. Completion of Internship/Rotation Hours/ Degree Requirement and Extension Requests
 - a. Employee/Intern will complete the supervised practice experience and master's degree requirement of the Internship within eleven (11) months from commencement of the Internship, unless an extension is granted.
 - b. Request for an Extension to Complete Internship. Employee/Intern may request an extension to complete the Internship. The extension cannot exceed sixteen-and-a-half (16.5) months from the start date of the Internship. The procedure for doing so is set out in the Dietetic 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. All extension requests must be submitted to

the Dietetic Internship Program Director. Submission of such a request does not guarantee approval.

4. Provisional Permit

Employee/Intern must apply for a provisional permit with the Georgia Secretary of State Office within thirty (30) days of receiving their Verification Statement from the Dietetic Internship Director. Employee/Intern understands that the provisional permit will expire one (1) year from the date it is issued.

5. Registration with the Academy of Nutrition and Dietetics

- a. Employee/Intern must take the credentialing examination for dietitian nutritionists (hereinafter, "RD exam"), which is administered by the Academy of Nutrition and Dietetics, within ninety (90) days of receiving their Verification Statement from the Dietetic Internship Director.
- b. Employee/Intern must notify the Dietetic Internship Director of their scheduled examination date. This includes any subsequent scheduled examination date(s) should Employee/Intern not pass the Registered Dietitian examination on the first attempt.

6. RD Exam

- a. Employee/Intern will take the RD exam within ninety (90) days of receiving their Verification Statement.
- b. In the event Employee/Intern fails the RD exam, they must re-take it within ninety (90) days of receiving the examination results and continue taking the examination in ninety (90)-day intervals until the examination is passed or until one (1) year and one (1) day from the date of the first attempt.
- c. Employee/Intern must notify the Dietetic Internship Director of their examination results and, if applicable, of the next scheduled examination date.

7. Employee/Intern's Program Obligation

- a. Employee/Intern will complete the eleven (11)-month supervised practice experience and master's degree requirement of the Internship to meet the eligibility requirements to sit for the RD exam. Failure to complete the supervised practice experience and master's degree requirement of the Internship within eleven (11) months, or within sixteen-and-a-half (16.5) months if an extension is granted, will result in Employee/Intern reimbursing the Department-WIC (See Section D, Reimbursement for Breach of Employee/Intern's Obligations).
- b. Employee/Intern will sit for the RD exam within ninety (90) days of receipt of the Verification Statement. If Employee/Intern fails the RD exam, they must retake the examination in ninety (90)-day increments until the examination is passed, or until one (1) year and one (1) day from the date of the first attempt.
- c. Employee/Intern will continue as a full-time employee for twenty-four (24) months from the date of their first attempt to sit for the Registered Dietitian examination.
- d. The twenty-four (24)-month work commitment placement may be at the Employee/Intern's current place of employment, or at a WIC Clinic in one of the State's Public Health Districts. An Employee/Intern must notify their employer and the Dietetic Internship Director of any prospective work

- commitment placement outside of Employee/Intern's current place of employment. Such a placement must be approved by the Department-WIC.
- e. For the duration of the twenty-four (24)-month work commitment period, Employee/Intern will 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).

D. REIMBURSEMENT FOR BREACH OF EMPLOYEE/INTERN'S OBLIGATIONS

1. Employee/Intern understands that the cost associated with the Internship is borne by the Department-WIC.
2. Employee/Intern agrees that if they fail to complete the within eleven (11) months of beginning the program, or within sixteen-and-a-half (16.5) months of beginning the program if an extension is approved by the Program and the District in which the Lead County is located, Employee/Intern will reimburse the Local Agency for the costs associated with the Internship Program based on the schedule below, up to a maximum reimbursement of \$25,000.00 (1000 Internship hours at a rate of \$25.00 per hour; see Section C(7)(a), Employee/Intern's Program Obligation).
3. Employee/Intern agrees that if the Department-WIC terminates this Agreement pursuant to Section F(2) of this Agreement, Employee/Intern will reimburse the Department-WIC for the costs associated with the Internship Program based on the schedule below, up to a maximum reimbursement payment of \$25,000.00.
4. Employee/Intern agrees that if they fail to complete the twenty-four (24)-month work commitment, with the exception of termination of employment due to death, disability or involuntary reduction in work force, they will be required to make **immediate monetary restitution in full** to the Department-WIC.
5. Reimbursement and Monetary Restitution Schedule
 - a. If Employee/Intern leaves the Internship during the two-hundred forty (240)-hour probationary period, they will not be responsible for reimbursing the Department-WIC.
 - b. Following the probationary period, if the Employee/Intern leaves the Internship, they will reimburse the Department-WIC for the rotation hours at a rate of \$25.00 per hour.
 - c. If Employee/Intern fails to complete the Internship hours within the prescribed eleven (11)-month period and either does not submit a written request for an extension or whose extension request is denied, they will reimburse the Department-WIC for the number of rotation hours completed in the eleven (11) months at a rate of \$25.00 per hour. This includes termination of this Agreement, as outlined in Section F of this Agreement.
 - d. If Employee/Intern does not retake the Registered Dietitian examination in ninety (90)-day increments, they will reimburse the Department-WIC the maximum reimbursement amount of \$25,000.00.
 - f. If Employee/Intern fails to complete the twenty-four (24)-month work commitment, after it has commenced, Employee/Intern will reimburse the Department-WIC based on the balance of time remaining of the twenty-four (24)-month work commitment, at a rate of \$1,041.66 per month, which is subject to proration.

E. ACCESS TO RECORDS

Employee/Intern agrees to provide documentation, upon request by their immediate supervisor or the Dietetic Internship Director, and to authorize their immediate supervisor, or the Dietetic Internship Director to directly access Employee/Intern's internship records and performance reviews.

F. TERMINATION

The Department-WIC and Employee/Intern agree that:

1. During the Probationary Period, which is the first two hundred forty (240) hours of supervised practice experience, either party may terminate this internship for any reason whatsoever without any reimbursement due to the Department-WIC by the Employee/Intern.
2. The Department-WIC may terminate this Agreement at any time prior to Employee/Intern's completion upon its determination that the Employee/Intern is failing or has failed to maintain a reasonable standard of academic or professional performance, maintain satisfactory conduct, or has demonstrated non-compliance with any provision of this Agreement and/or the applicable Agreements entered into between the Department of Public Health-Georgia WIC Program and any affiliate facility or facilities that provide the site(s) for their Internship rotation hours. Employee/Intern will be responsible for reimbursing the Department-WIC in accordance with Section D of this Agreement.
3. Employee/Intern may terminate this Agreement at any time, but will be responsible for reimbursing the Department-WIC in accordance with Section D of this Agreement.

G. Reporting Non-Compliance to Licensure Boards.

In the event that the Employee/Intern fails to fulfill the terms of this Agreement, in addition to requiring an Employee/Intern to reimburse the Department-WIC for the costs associated with the Internship Program based on the schedule outlined in Section D of this Agreement, the Department-WIC may:

1. Report the Employee/Intern to the Georgia Board of Examiners of Licensed Dietitians and the Academy of Nutrition and Dietetics; and/or
2. Attach a notation to the Employee/Intern's personnel file, referencing the Employee/Intern's non-compliance with any provision of this signed Agreement.

H. Miscellaneous

1. Entire Agreement. This Agreement, and all exhibits and attachments attached hereto, contains the entire and complete understanding and agreement between the parties to the subject matter herein and supersedes any and all other prior and contemporaneous statements, oral or written, agreements, and understandings between the parties.
2. 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.

3. Governing Law. This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Georgia, without giving effect to its conflicts of laws provision.
4. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.
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.
6. Representation: The parties hereto represent and warrant that they have the authority to enter into this Agreement.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.]

[SIGNATURES ON THE FOLLOWING PAGE.]

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

LaToya Osmani, MPH
Georgia WIC Program Director:

Printed Name

Signature

Date

Witness

Employee/Intern:

Printed Name

Signature

Date

Witness

Sworn to and subscribed before me, this
____ day of _____, 20__.

Notary Public