



State of Idaho
Division Of Occupational and Professional Licenses
Idaho Board of Nursing

NURSE INTERN PILOT PROGRAM AGREEMENT

The Idaho Board of Nursing (“Board”) and _____, _____ (“Facility”) enter this Pilot Program Agreement (“Agreement”) for the purpose of establishing and participating in a Nurse Intern Pilot Program (“Program”). As part of its application to participate in the Program, the Facility freely and voluntarily enters into this Agreement and hereby consents to participating in the Program pursuant to the terms set forth herein.

1. Purpose. Idaho Code § 54-1404(11) gives the Idaho Board of Nursing the power and duty “to evaluate and develop, or to enter into contracts or agreements with others to evaluate and develop, the education, distribution and availability of the nursing workforce for the purpose of improving the delivery of quality health care.”

Pursuant to this power and duty, the Board desires to conduct this Program in advance of the promulgation of rules establishing a Nurse Intern category of nursing student practice and education, to allow the Board to collect data and further evaluate best practices and procedures for nursing practice and education in the state of Idaho.

2. Term and Effective Date. This Agreement shall be effective upon signature by both parties and shall end on April 15, 2026, unless terminated sooner pursuant to the terms of this Agreement.

3. Termination. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Upon any termination of this Agreement, the Facility shall: (1) deliver or otherwise make available to the Board all reports developed by Facility in furtherance of this Agreement, whether completed or in process; and (2) promptly discontinue the use and supervision of any nurse interns. Nursing students who have received the lettered credential of nurse intern may continue to work for the Facility, but only in the capacity of Nurse Apprentices.

4. Facility Program Participation. In addition to the other terms of this Agreement, the Facility’s participation in the Program shall be subject to the following:

a. Facility must have a designated representative, who will sign below, and who will accept responsibility for implementation of this Agreement at Facility.

b. Facility, through its undersigned representative, must attest that staff understands the limitations on the practice of nurse interns and must specifically agree that they will comply with those restrictions, as set forth in Attachment A.

c. Facility must develop an educational program for nurse interns approved by Board staff, which meets the standards set forth in Attachment B.

- d. Facility must attest and agree that it has adequate staffing to provide mentoring and preceptorship to nurse interns and to provide skills validation.
- e. Facility must gather data identified by Board staff and produce a written and updated report, consistent with Attachment C, which updated report will be presented to the Board at regularly scheduled intervals.
5. Disclaimer. The Board agrees to forego pursuing any license or registration discipline against any registered nurses or other personnel at the Facility for any acts or omissions specifically allowed by and performed in accordance with the terms of this Agreement. The Board makes no representation nor assurance to the Facility or its employees, including registered nurses, regarding the application of any other state or federal laws. The Board further makes no representation nor assurance with regard to any consequences or penalties that may arise under any applicable state or federal law from the Facility's participation in the Program.
6. Confidentiality. Any confidential information, including but not limited to records exempt from public disclosure pursuant to the Idaho Public Records Act (Idaho Code §§ 74-101, et seq.), shall be held in the strictest confidence and shall only be shared where necessary or as otherwise permitted by state and/or federal law.
7. Media. Any publicity given to the Program or services provided by the Facility herein, including but not limited to notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Facility and related to the Program shall not be released without prior written approval of the Board.
8. Relationship. It is distinctly and particularly understood and agreed between the parties that the Board is in no way associated or otherwise connected with the performance of any service under this Agreement on the part of the Facility or with the employment of labor or the incurring of expenses by the Facility. The Facility is a private entity, solely liable for all labor, taxes, insurance, and other expenses, and for any and all damages, whether for personal injuries or damages of any other kind, in its performance under and operation of this Agreement. The Facility shall exonerate, indemnify, defend, and hold the Board and the state of Idaho harmless from and against and assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, worker's compensation, and income tax laws with respect to the Facility's employees engaged in their performance under this Agreement. The Board and the state of Idaho do not assume any liability as an employer.
9. No Authority to Bind the Other Party. Neither party shall have the authority to enter into contracts or agreements on behalf of the other party. This Agreement does not create a partnership of any kind between the parties, and nothing herein shall be construed to create an employer-employee, master-servant, or principal-agent relationship between the Board and the Facility in any respect.

10. Limitations. The parties understand and agree that nothing in this Agreement shall be construed to extend beyond the term of this Agreement or apply to any future participation by the Facility in any similar program offered by the Board.

11. Compliance with Law, Licensing, and Certifications. The Facility shall be solely responsible for complying with all federal and state statutes, rules, regulations, and accreditation standards applicable to the Facility or to services performed by the Facility pursuant to this Agreement. For the duration of the Agreement, the Facility shall maintain in effect, and have in its possession, all licenses and certificates required by federal, state, and local laws, rules, and regulations, including but not limited to business and professional licenses.

12. Non-discrimination. The Facility shall provide all services funded through or affected by the Agreement without discrimination on the basis of race, color, national origin, religion, sex, age, or physical or mental impairment, and shall comply with all relevant federal anti-discrimination laws and all federal and state laws, rules, and regulations implementing such laws. The Facility shall include this provision in every subcontract relating to this Agreement.

13. Indemnification. Facility shall indemnify, defend, and hold harmless the Board, the state of Idaho, its officers, agents, employees, and volunteers from and against any and all liability, claims, damages, losses, expenses, actions, settlements, attorneys' fees, and suits whatsoever caused by, arising out of, or in connection with Facility's acts or omissions under this Agreement or Facility's failure to comply with any applicable state or federal law, regulation, or rule.

14. Insurance. Facility shall obtain and maintain at its own expense all insurance necessary for conducting business in Idaho, and all insurance required by any applicable state or federal law for the duration of this Agreement. All policies shall provide, or be endorsed to provide, all required coverage. Facility shall provide certificates of insurance or certified endorsements, as applicable, for all required insurance. Facility shall not commence providing any services under this Agreement until satisfactory evidence of all required insurance is provided to the Board, if requested by Board staff.

15. Officials, Agents, and Employees Not Personally Liable. In no event shall any official, officer, employee, or agent of the Board of the state of Idaho be in any way personally liable or responsible for any covenant or contract herein contained, whether express or implied, nor for any statement, representation, or warranty made herein or in connection with this Agreement.

16. Notice. Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand or by certified mail, return receipt requested, to the other party at the address stated below. Either party may change its address by giving notice of the change in accordance with this section.

To the Board:

Nicki Chopski
Idaho Board of Nursing
11341 W Chinden Blvd
Building 4
Boise, Idaho 83714

Mailing to the Facility: at the address specified in Facility's Program application.

17. Non-Assignment. Neither party may assign or delegate its rights or duties herein to any third party without the prior written consent of the other party.

18. Amendment. This Agreement may be amended upon mutual agreement of the Board and the Facility, which shall be set forth in writing and signed by both parties.

19. No Waiver. The failure of the Board to require strict performance of any term or condition of this Agreement, or to exercise any option or discretion granted to it, in any one or all instances shall not be construed to be a waiver or relinquishment of any such term or condition. The same shall be and remain in full force and effect unless there is a prior written waiver by the Board.

20. Governing Law. In the event of any dispute arising between the parties with respect to this Agreement, the Agreement shall be governed by and construed under the laws of the state of Idaho and the parties hereto consent to the jurisdiction and exclusive venue of the state courts of Ada County in the state of Idaho.

21. Sovereign Immunity. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by the Board of the state of Idaho of any immunities from suit or from liability that the Board or the state of Idaho may have by operation of law.

22. Severability. In the event that any provision of this Agreement shall be deemed to be invalid, unlawful, or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect, so long as the severed clause does not affect the intent of the parties. If a court should determine that any provision of this Agreement found to be invalid or unenforceable could be rendered valid and enforceable by limiting the provision, then said provision shall be deemed to have been written, construed, or enforced as so limited.

23. Entire Agreement. This Agreement sets forth the entire agreement between the parties related to the Program and shall supersede any previous proposal, negotiations, or communications between the parties.

Dated this _____ day of _____, _____.

Idaho Board of Nursing

Facility's Representative

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



State of Idaho
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Application to Participate in the Nurse Intern Pilot Program

Only acute care facilities are eligible to participate in the Nurse Intern Pilot Program. Please provide the following information about your acute care facility:

1. Name of Facility: _____

2. Address: _____

3. Additional Information:

Number of beds: _____

Approval/Accreditation Status: _____

Name of Approving Body: _____

Date of most recent approval/accreditation: _____

4. Name of Chief Executive Officer: _____

5. Name of Director of the Nursing Service: _____

6. Name of Registered Nurse who will be accountable and responsible for the coordination and management of the Nurse Intern program:

7. Attach a copy of your executed Nurse Interns Pilot Program Agreement, including the specific acknowledgement of the limitations of practice for Nurse Interns, Attachment A.

8. Attach your Facility's educational plan for the orientation and skill validation of Nurse Interns, consistent with the objectives outlined in Attachment B.

Attestation:

The above facility has adequate staffing to provide mentoring and preceptorship to nurse interns and to provide skills validation.

Print Name

Signature

Date

ATTACHMENT A

Nurse Interns

Qualifications

A nurse intern is a nursing student who, in addition to his or her student role, is employed for remuneration in a non-licensed capacity by a healthcare facility which has adopted a Board-approved nursing educational plan. To become a nurse intern, the applicant must first meet all requirements of the nurse apprentice program. Those requirements are:

1. Be enrolled in an accredited/approved nursing education program that is substantially equivalent to Idaho's approved programs for practical/registered nursing.
2. Be in good academic standing at the time of application and notify the Board of any change in academic standing.
3. Satisfactorily complete a basic nursing fundamentals course.
4. Complete an application on a board approved form.

In addition to those requirements, the applicant must also be entering the final year of his or her accredited nursing education program. An individual whose application is approved as a nurse intern will be issued a letter identifying the individual as such for a designated time-period.

Limitations on Practice

Nurse interns are only permitted to work in an acute care setting.

Under general supervision, a nurse intern may perform all functions of a nurse apprentice.

Subject to the exceptions specifically listed below, under the direct supervision of a licensed registered nurse in good standing, a nurse intern may perform all nursing procedures for which the intern has received proper training from the supervising nurse, validated in a clinical setting.

Under no circumstances shall a nurse intern be permitted to:

1. Administer blood or blood products;
2. Carry out procedures on central lines;
3. Perform intrathecal or epidural procedures;
4. Administer chemotherapy, intravenous medications, or controlled substances; or
5. Delegate the performance of nursing procedures to other nurse interns or nurse apprentices.

Attestation

I understand the limitations on the scope of practice of nurse interns and specifically agree, on behalf of Facility and its staff, that we will comply with those limitations.

Print Name

Signature

Date

ATTACHMENT B

Approved Educational Programs

Idaho acute care facilities serve both rural and metropolitan communities. The Idaho Board of Nursing recognizes that a one-size-fits-all approach to educational plans may not adequately serve the needs of these diverse populations. However, to gain board approval, each plan must, at a minimum, address both (1) orientation and (2) skills validation.

Orientation

Each acute care facility shall develop an orientation policy where nurse interns shall be given information pertinent to the clinical environment in which they will be working.

Orientation shall include:

1. Education: Introduction to the facility including safety protocols, HIPAA compliance, policies, and procedures, and, where applicable, EMR. This information must be presented verbally and in written form or be electronically accessible.
2. Expectations. The facility will inform the nurse intern of his or her work schedule, skills validation procedures, and ongoing evaluations—both criteria and timeframe (i.e., weekly evaluations, monthly evaluations, etc.).
3. Each nurse intern shall be given a copy of Attachment A and a signed copy shall be retained by the facility.
4. Every facility must establish a policy that enables nurse interns to decline to perform tasks that would violate the limitations on practice set forth in Attachment A, or for which they do not yet feel competent. This policy must make clear that there will be zero tolerance for any form of retaliation against a nurse intern who declines to perform a task under these circumstances.
5. The intern must sign a document created by the acute care facility indicating completion of the nurse intern orientation noting location, date, and time.

Skills Validation

A central purpose of the nurse intern program is to improve the delivery of quality health care in Idaho. To accomplish this, nurse interns should be given opportunities to develop the nursing skills that will prepare them to enter the workforce. To ensure patient safety, supervising nurses must validate that the nurse intern has learned and competently performed the nursing skill.

Skills validation will be accomplished in three stages:

1. Demonstration. The supervising nurse will explain the skilled procedure to the nurse intern as he or she performs the skill while the nurse intern observes.
2. Walkthrough. The supervising nurse will mentor the nurse intern, talking them through each step of the skilled procedure as the nurse intern performs the skill.
3. Observation. The nurse intern will independently perform the skilled procedure under the direct observation of the supervising nurse, who will ensure that the nurse intern is able to competently perform the procedure.

The supervising nurse or nurses must sign off on each of these stages in sequence, noting the date and time that each was accomplished. Skills validation can be rescinded by the facility for safety and quality concerns.