

**STATE OF MISSISSIPPI
BOARD OF NURSING
COMPLIANCE EMPLOYER/EMPLOYEE AGREEMENT**

MUST BE APPROVED PRIOR TO WORKING IN ANY HEALTHCARE-RELATED OCCUPATION

1. This is to certify that _____, _____,
(Name of Nurse) (License Number)
agrees to the following conditions at

_____, _____,
(Name of Facility) (Address)

_____, _____, _____,
(City) (State) (Zip)

on the following unit/floor/physical location and type of patient _____

in the following capacity/position: _____.

This facility has _____ (number) of units, and _____ (number) beds per unit.

A specific job description that includes duties which the restricted individual will be performing and for which the nurse will be responsible is attached to this agreement.

2. A comprehensive written report regarding progress, or lack thereof, shall be submitted so that it will be received in the Board's office on or before the 15th of each month following the month about which the report is written. The initial report must encompass any remaining portion of the month for which the report is due. The following reports must encompass the entire month beginning on the first (1st) of the month. The monthly report shall consist of a day-to-day job performance evaluation with an emphasis on:

(Area of emphasis identified by the Board)

Said report shall be prepared by: _____.
(Name and Title)

3. Any negative findings shall be submitted to the Board immediately. Any change in employment status and/or further violation of the Nurse Practice Law or Rules and Regulations of the Board of Nursing shall be submitted to the Board immediately.

4. The methodology/process by which the restricted individual's job performance is to be evaluated includes the following:

- a. Review of _____ (number) medical records/charts for documentation of care per month.
- b. Review of _____ (number) of medication administration records for documentation of medication administration per month.
- c. Direct observation of _____ (number) medication passes per month.
- d. Direct observation of _____ (number) interactions with patients per month.
- e. Interviews with _____ (number) patients per month.
- f. Interviews with _____ (number) peers per month.
- g. Other methods will include:

5. _____ will be responsible for the administration of this agreement.
(Name and Title)

6. _____ must practice under the direct supervision of a _____ Nurse with an active, unrestricted license.
(Registered/Licensed Practical as directed by board)

Direct supervision means that the supervising nurse must be physically present in the patient care unit where the patient is receiving nursing care or the restricted individual is providing patient care in a healthcare-related occupation. In situations where the restricted individual's employment is limited solely to non-patient care, the direct supervision means the supervising nurse must be physically present in and at the same site where the restricted individual is practicing nursing. In situations where the restricted individual's employment is limited solely to non-patient care in a non-nursing healthcare-related occupation, direct supervision may be provided by an administrator approved by the Board or other Board-approved individual.

7. Primary direct supervision will be provided by: _____.
(Name of Direct Supervisor)

8. _____ shall be prohibited from working more than eighty-eight (88) hours in any two (2) week period. Employment will further be limited to working no more than twelve (12) consecutive hours in a 24-hour period.

9. _____ shall be prohibited from employment in the following settings and situations:

- | | |
|--------------------------------|--------------------------------------|
| _____ home visits | _____ addiction treatment |
| _____ private duty | _____ temporary assignments |
| _____ temporary staffing | _____ rural health clinic |
| _____ any unsupervised setting | _____ physician's office |
| _____ hospice | _____ long term chronic care setting |

Employment shall further be limited for the first twelve (12) months from critical care areas where rapid change is anticipated or where patient acuity level is unstable, including but not limited to:

- _____ intensive care
- _____ cardiac care
- _____ operating room
- _____ postoperative room
- _____ emergency room
- _____ labor and delivery

10. The original of this agreement will be forwarded to the Mississippi Board of Nursing with copies being forwarded to:

- a. Director of Nursing Services
- b. Facility Administrator
- c. Personnel Director
- d. Other (specify): _____

11. The above conditions will remain in effect for as long as _____
(Name of Restricted Individual)

holds a restricted license and is employed by _____.
(Name of Facility)

12. This will be an open document and persons with professional interest and/or necessity of information will be shown this document by _____, only.

Telephone number: _____ Fax number: _____

Telephone number on unit of restricted individual: _____

Witness my signature the _____ day of _____, 20_____.

Name of Restricted Individual

Director of Nursing Service

State of _____ County of _____

Personally appeared before me, Notary Public, in and for the county and state aforesaid, being duly sworn did in my presence execute the affidavit by affixing their signatures thereto. Further affiant saith not.

Witness thereof, I have affixed by seal and signature this ____ day of _____ 20 ____.

Notary Public

Seal

My Commission Expires: _____

Agreement Approved by: _____, Compliance Division, MS Board of Nursing. Date: Approved: _____. Please note that the employer as named in this agreement will receive a separate letter approving said agreement once the employer/employee agreement has been approved by Board staff. The restricted individual may not began nursing or healthcare related employment until said agreement has been approved by the Board of Nursing.