Facilitators’ and Co-Facilitators’ Manual and Agreement
<table>
<thead>
<tr>
<th>CONTENTS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilitator Agreement</td>
<td>3-5</td>
</tr>
<tr>
<td>History of IPN</td>
<td>6</td>
</tr>
<tr>
<td>Disciplinary Actions 464.0815</td>
<td>6</td>
</tr>
<tr>
<td>Mandatory Reporting Law</td>
<td>6</td>
</tr>
<tr>
<td>Referral to IPN</td>
<td>6</td>
</tr>
<tr>
<td>Intake Process</td>
<td>7</td>
</tr>
<tr>
<td>Referral to NSG</td>
<td>7</td>
</tr>
<tr>
<td>Group Location</td>
<td>8</td>
</tr>
<tr>
<td>Financial Considerations</td>
<td>8</td>
</tr>
<tr>
<td>Required Quarterly Paper work</td>
<td>8</td>
</tr>
<tr>
<td>Recovery Maintenance Modules</td>
<td>8</td>
</tr>
<tr>
<td>NSG Co-Facilitation</td>
<td>8-9</td>
</tr>
<tr>
<td>NSG Size</td>
<td>9</td>
</tr>
<tr>
<td>Nurse Support Group Rules</td>
<td></td>
</tr>
<tr>
<td>Confidentiality</td>
<td>9</td>
</tr>
<tr>
<td>Punctuality</td>
<td>9</td>
</tr>
<tr>
<td>Attendance</td>
<td>9</td>
</tr>
<tr>
<td>Relapse</td>
<td>9</td>
</tr>
<tr>
<td>Recovery Focus</td>
<td>10</td>
</tr>
<tr>
<td>Recovery Maintenance Requirement</td>
<td>10</td>
</tr>
<tr>
<td>Information sites/ links</td>
<td>10</td>
</tr>
<tr>
<td>Acknowledgement page</td>
<td>11</td>
</tr>
<tr>
<td>Group information</td>
<td>12</td>
</tr>
</tbody>
</table>
This Facilitator Agreement ("Agreement") is between the Intervention Project of Nurses, Inc. ("IPN") and the monitoring nurse group facilitator or co-facilitator identified below ("Facilitator"). In consideration of the mutual promises in this Agreement, IPN and Facilitator agree as follows:

1. **Facilitator's Manual.** Facilitator has been given a copy of the IPN Facilitator's Manual ("Manual"), which is incorporated into this Agreement by reference. Facilitator agrees to comply with all terms and conditions of the Manual, including any subsequent amendments. By Facilitator’s signature below, Facilitator also agrees that the Manual is IPN’s sole and exclusive property and contains IPN’s proprietary information. As such, Facilitator agrees not to copy or distribute the Manual. In the event of a conflict between this Agreement and the Manual, this Agreement prevails. In the event that IPN determines, in its sole and exclusive discretion, that the Facilitator has violated this Agreement, IPN may immediately cancel this Agreement without consequence. Facilitator agrees to return IPN’s Manual to IPN within five (5) days of the termination of this Agreement for any reason.

2. **Professional Licenses/Certifications.** Facilitator hereby represents that Facilitator possesses an active Florida certification or licensure or has been credentialed as follows:

   - [ ] Ph.D. (Psychologist)
   - [ ] CAP (Certified Addiction Professional)
   - [ ] LMHC (Licensed Mental Health Counselor)
   - [ ] LCSW (Licensed Clinical Social Worker)
   - [ ] CCFC (Clinically Certified Forensic Counselor)
   - [ ] Ed.D. (Doctor of Education)
   - [ ] CMHP (Certified Mental Health Professional)
   - [ ] Pharm.D. (Doctorate of Pharmacy)
   - [ ] LMFT (Licensed Marriage and Family Therapist)
   - [ ] CAS (Certified Addiction Specialist)
   - [ ] CAC (Certified Addiction Counselor)
   - [ ] SAP (Substance Abuse Professional)
   - [ ] A.R.N.P. (Advanced Registered Nurse Practitioner)
   - [ ] R.N. or L. P. N. (circle degree that applies)
   - [ ] M.D. or D.O. (circle degree that applies)
   - [ ] Other:

   In addition, Facilitator agrees to maintain such licensure or credentialing throughout the term of this Agreement and to notify IPN within 7 days of any change in the Facilitator's professional status. Facilitator agrees to notify IPN by the end of the following business day if he or she is arrested, charged with any crime or violation of the Facilitator's professional license(s) or certification(s), or has been or is being investigated by any person or entity for any reason.
1. **Drug or Alcohol Testing.** Facilitator agrees that, at IPN’s discretion, Facilitator will take a drug or alcohol test at any time at Facilitator’s expense.

2. **No provision of medical services.** Facilitator's role is to evaluate treatment progress of IPN’s participants and monitor the care of group participants as given by another healthcare provider. Facilitator may not act as a treatment provider to a group participant, nor may Facilitator provide any medical services to a group participant, on behalf of IPN, except in a medical emergency.

3. **Insurance; Indemnification.** Facilitator agrees to carry professional malpractice insurance covering his or her acts or omissions as a monitoring group facilitator with minimum liability coverage of $300,000 per incident or occurrence. Facilitator agrees to provide IPN with proof of such insurance and to notify IPN immediately of any changes to such coverage. Facilitator shall indemnify, defend, and hold harmless IPN from any claim, demand, loss, liability, damage or expense arising from Facilitator work or performance under this Agreement or otherwise as an IPN group Facilitator. To that end, Facilitator also hereby releases and discharges IPN from any liability whatsoever related in any way to IPN’s acts or omissions with respect to the participants or Facilitator.

4. **No Employment Relationship.** Facilitator is not an employee, servant, agent, partner, or joint venture of IPN. Facilitator is not entitled to receive any compensation or benefits from IPN. IPN does not set the amount of the Facilitator’s charges nor is IPN responsible for the collection of such fees. In no event will IPN be responsible for a group participant's failure to pay a Facilitator. Any fees charged or collected from participants shall, at all times, remain the responsibility of the Facilitator. Nurse Support Groups are not to be operated by a treatment facility and as such, a facility should not bill the group member or his/her insurance provider.

5. **Term; Termination.** This Agreement becomes effective on the date indicated below and continues for a period of one (1) year. This Agreement may be earlier terminated by Facilitator or IPN for any reason or no reason at any time upon written notice to the other party. In the event of such termination for other than mutual agreement, IPN alone will determine whether Facilitator's attendance at a final participant group is appropriate in order to announce the termination to the group. If IPN allows such a final participant group, then an IPN staff member and/or designee will be present. No such final participant group may take place without an IPN staff member and/or designee present. Facilitator may not act as a participant group Facilitator at any time on behalf of IPN without a current Agreement with IPN.

6. **Post-Contract Restriction.** Facilitator agrees that the business in which IPN is engaged is highly service-oriented and that the goodwill established between IPN and its participants, and IPN and its contracted State of Florida agencies or boards is a valuable and legitimate business interest worthy of protection under this Agreement. Other than the Professional Resource Network (PRN) and Florida Lawyers Assistance (FLA), Facilitator agrees that, for a period of six (6) months following termination of this Agreement, Facilitator shall not
provide similar independent contractor services to any organization that acts as an “impaired practitioner program” under section 456.076, Florida Statutes.

7. **Appointment.** Appointment of the Facilitator is the sole purview of IPN.

8. **Absences.** If Facilitator is absent from two consecutive groups, IPN must be notified and approve the plan for covering the group.

9. **Communication:** The Facilitator agrees to respond to communication from IPN within one (1) business day unless there are extenuating circumstances that prevent this. Whenever possible, if the Facilitator is unable to respond, he/she will ask someone else to be in contact with IPN.

10. **Participant Manual:** All Facilitators and Co-Facilitators are required to read and be familiar with the IPN Participant Manual, and must be willing to support all provisions.

11. **Mandatory Training:** All Facilitators, Co-Facilitators and prospective Facilitators are required to attend the IPN mandatory Facilitators training each year and view the NSG Orientation e-learning on the IPN website.

12. **Entire Agreement:** The parties agree that this is the entire agreement between the parties. This Agreement overrides and replaces all prior negotiations and terms proposed or discussed, whether in writing or orally, about the subject matter of this Agreement. This Agreement may only be modified in writing signed by both IPN and Facilitator.
History of The Intervention Project for Nurses (IPN)

In the 1983 legislative session, the Florida Nurse’s Association sponsored legislation that subsequently altered the process of dealing with a nurse addicted to or abusing chemical substances or impairment due to any mental or physical problem. The changes, effective October 1, 1983, provided for the Intervention Project for Nurses to act as a liaison between the Board of Nursing, Department of Professional Regulation (now known as the Department of Health {DOH}), the nurse, and treatment providers. The Intervention Project for Nurses assists nurses who have problems due to the use of drugs, alcohol, psychological/psychiatric and/or physical conditions. These difficulties can affect both the personal and professional life of the nurse. The Intervention Project for Nurses is an alternative to the disciplinary process for nurses whose practice may be impaired because of substance abuse, psychological/psychiatric difficulties and/or physical conditions. Florida Statute, Chapter 464, the Nurse Practice Act, specifically address these issues in which a nurse may be in violation related specifically to these conditions. In the early 2000’s, IPN began monitoring CNA’s under the same guidelines as nurses.

Chapter 464.0185 Disciplinary Actions

The Florida Nurse Practice Act states that the following acts shall be grounds for disciplinary action;

(g) Engaging or attempting to engage in the possession, sale, or distribution of controlled substances as set forth in Chapter 893 for any other than legitimate purposes. Or (h) being unable to practice nursing with reasonable skill and safety to patients by reason of illness or use of alcohol, drugs, narcotics, or chemicals or any other type of material or a result of any other mental or physical condition. These are the most common violations of the Nurse Practice Act associated with impairment. The use of illegal substances is also a violation of the Florida Nurse Practice Act.

Mandatory Reporting Law

Under chapter 464, mandatory reporting is required when licensed nurses or CNA’s are known to have violated the Nurse Practice Act/CNA Practice Act. Reports of alleged violations are to be filed with the Department of Health unless there is verification that the alleged nurse/CNA is actively participating (or willing to participate) in a Board-approved program, i.e., IPN.

Referral to IPN

The IPN staff receives calls on a daily basis from a variety of referral sources. The most frequent referral sources include nursing employers, Board of Nursing/Department of Health Investigators, treatment providers, and schools of nursing. Some nurses, CNA’s, nursing students call on their own for assistance. IPN also offers confidential consultation for healthcare employers throughout the state.
**Intake Process**

Depending on the circumstances of the individual’s referral, the IPN staff will propose an appropriate plan of action for the employer, and/or concerned other, to address the situation with the nurse, CNA, or nursing student. The plan of action may vary depending on whether there was an alleged violation of the Nurse Practice Act/CNA Practice Act. If safety to practice or impairment concerns are identified, the employer should present to the nurse, CNA, or nursing student the options of a referral to IPN or a report to the Department of Health (DOH). In the event the nurse, CNA, or nursing student is unwilling to participate in IPN, the nurse, CNA, or nursing student is informed that a formal report will be made to the DOH. If the nurse, CNA, or nursing student elects to participate in the IPN, the IPN staff will assist with arranging an evaluation with an approved evaluator. Once the evaluation is completed and recommendations are provided to the IPN staff, the recommendations are reviewed and discussed with the identified nurse, CNA, or nursing student.

The majority of IPN Monitoring Contracts (substance use disorder, moderate or severe/mental health conditions) are written for five (5) year time periods. Substance abuse Contracts generally run for two (2) years.

**Participants must give their Facilitator a copy of their IPN Monitoring Contract**

**Referral to Nurse Support Group (NSG)**

Usually while still in treatment, the nurse, CNA, or nursing student is provided with options of available Nurse Support Groups during the initial phase. The new member is instructed to contact the Facilitator prior to attending the first group meeting. It is very helpful for Facilitators to be intentional about welcoming a new member either by meeting before the first group and/or speaking on the phone to welcome the new member and lessen his/her apprehensions. The IPN staff will provide the Facilitator with a brief written history on each new member. **Once a group is selected, any change of group must be coordinated through the IPN office.** The Facilitator is requested to notify IPN if the new member fails to make contact within ten (10) days. **Weekly Group attendance is a requirement, not an option.** Please contact IPN in the event the member does not attend Nurse Support Group (NSG) on a regular basis, and/or if fails to attend for two (2) consecutive weeks.

IPN suggests that the Nurse Support Group Facilitator, in addition to welcoming the new group member, also orient the nurse, CNA, or nursing student to:

- Group rules/expectations
- Confidentiality
- Financial, attendance and quarterly reporting expectations
- The role of Nurse Support Group Facilitator and the obligation to report self-harm, concern of harm to others, and relapse, to IPN.

****It is also very helpful to encourage the new group member to view the IPN participant orientation e-learning on the AOS log in site.
**Group Location**

IPN requires that all group meetings be held in “safe” environments rather than in isolated areas. Facilitators must be mindful of the “best” space to hold group meetings. Hospitals, churches, clubhouses, counseling centers are all feasible options. Should an emergency happen, it is critical to be able to access help immediately. Group meetings are not to be held in private residences.

**Financial Considerations**

IPN encourages Nurse Support Group Facilitators to charge a reasonable weekly fee for the Nurse Support Group, keeping in mind this is a support group, not a therapy group. Remember, Nurse Support Group Facilitators will be completing quarterly progress reports on-line for all of their group participants. The usual fee is $10 to $25 weekly, with the fee waived or reduced for anyone not working. In the event you are uncomfortable charging for your services as the Nurse Support Group Facilitator, you may consider establishing a fund, using the monies to send you or a member to the yearly IPN Conference. Many Facilitators collect a set fee on a monthly basis in advance, with no refund for absences.

**Required Quarterly Paper Work**

Quarterly progress evaluations are to be completed by the Nurse Support Group Facilitator on all group members. Facilitators must have access to a computer and internet service to complete all quarterly reports on-line. Deadline due dates for all paperwork are individualized for each participant. This assists in timely processing of the large amounts of paper work arriving in the IPN office. It is suggested that each Nurse Support Group Facilitator devise a plan to address timely completion of the required paper work.

**Recovery Maintenance Modules**

IPN implemented the Recovery Maintenance Program in the fall of 1997, which consists of 40 modules. Facilitators are required to complete modules, attendance, and documentation monthly on all group members. This is a required component of IPN participation. Both the module reports and quarterly reports are available for submission on-line via the AOS system. CEU’s are available once the post-tests are completed with passing scores.

**Nurse Support Group Co-Facilitators**

The IPN encourages co-facilitation of all Nurse Support Groups. A Co-Facilitator assists the Nurse Support Group Facilitator in:

- Support Group process
- Covering during absences
- Recovery Maintenance Modules
- Modeling recovery-supportive behaviors
- Completing required paper work
All Co-Facilitators must co-facilitate for 6 to 12 months before being considered for Facilitator approval. In addition, a letter of recommendation from the supervising Facilitator may be required.

Completed IPN participants may be considered for a Co-Facilitator role six (6) months post IPN completion, but will not be considered for a Facilitator role until able to demonstrate one (1) to two (2) years of sustained recovery. Exceptions may be made by the Executive Director or designee.

**Nurse Support Group Size**

The most effective Nurse Support Group size has been noted to be no greater than eight (8) to ten (10) participants, or no less than four (4) to five (5) participants. IPN has the capability to combine Nurse Support Groups in the event the referrals from a particular area do not support more than one (1) Nurse Support Group. In the event the Nurse Support Group has grown too large, alternative measures will be investigated including requesting the Nurse Support Group Facilitator to have additional groups, attempt to add another Facilitator and Nurse Support Group in the area, or utilize the Co-Facilitator in a more direct role.

**Nurse Support Group Rules**

Each Nurse Support Group is unique, however, there are some general rules important to initiate and maintain the group. Group rules help members feel a sense of safety and maintain a consistent group structure. **You may copy these group rules (1-7) for distribution to your new NSG members.**

1. **Confidentiality** is of extreme importance. “What is said in the group stays in the group.”
   
   **Exceptions include:**
   - Relapse
   - Failure to attend on a weekly, consistent basis
   - Any major life-threatening concerns/problems that may affect the nurse’s recovery status

2. **Punctuality** is important. The group should start and end on time. IPN supports and suggests reasonable expectations for punctuality and consequences for habitual “latecomers” or “early leavers”. Prompt arrival at Nurse Support Group is expected. It is disruptive to the group to allow “latecomers”. IPN supports a reasonable grace period of up to ten (10) minutes. Please indicate on the quarterly progress evaluations any habitual tardiness or contact the group member’s Case Manager.

3. **Attendance:** Weekly Nurse Support Group attendance is a requirement of IPN participation, unless otherwise authorized. Any nurse not attending Nurse Support Group may be subject to Contract termination from IPN. Regular attendance is expected. Unexcused absences for two (2) consecutive weeks are to be reported to the individual participant’s Case Manager. Also, “no-call”, “no-show” absences are to be reported immediately to the individual participant’s Case Manager. As the Nurse Support Group Facilitator, you may excuse an absence for illness, vacation, etc. However a pattern of failing to attend regularly should be communicated to IPN.
4. **Relapse** should be discussed in the group and appropriate support given. IPN protocol requires that participants report relapses to their individual IPN Case Manager. We require the Nurse Support Group Facilitator inform IPN of any relapses within 24 hours.

5. **Recovery Focus** Support groups must remain focused on recovery issues to include problem-solving through peer support, discussion of employment issues, risks to recovery, and safeguards to maintain recovery. Support without judgment is critical.

6. **Recovery Maintenance Modules** are a required component of IPN participation.

7. **In addition, group members may find it is helpful to:**
   - Speak one at a time
   - Be as honest as possible
   - Speak from one’s own experience
   - Express anger in appropriate manner with group

**Informational sites/Links**

A copy of the Nurse Practice Act/CNA Practice Act can be downloaded from the IPN website.

The IPN Participant Manual and forms can be downloaded from the IPN website.

Once you have received your Affinity login information please visit the “My Learning” section and click on “My Courses” to access the Facilitator orientation (e-learning) video.

The Participant and Employer orientations (e-learning) are available on the AOS site.

I, ____________________________, ________________________
(Facilitator/Co-Facilitator name) (Credentials)
acknowledge receipt of the Intervention Project for Nurses Facilitators Manual and understand all
aspects of the Manual and Agreement. By signing this Agreement, you understand it overrides and
replaces all prior negotiations and terms proposed or discussed, whether in writing or orally, about
the subject matter of this Agreement. This Agreement may only be modified in writing, signed by
both IPN and Facilitator.

Please print:
Facilitator’s mailing address:
________________________________________________________________________________
City: _____________________________State:_____  Zip: _______County ___________________
Phone for IPN use: (____)___________________ Phone for participant use: (____)_____________
Email: _____________________________________________@___________________________

Facilitator Signature _____________________________ Date*_________________ Printed name

You are not approved to Facilitate or Co-Facilitate a Nurse Support Group until you have
received an approval letter from IPN.

If IPN becomes aware you are operating a Nurse Support Group without approval, this may
result in closure of the group by IPN.

*This Agreement will expire one year from date signed.

IN Witness, this Agreement is executed this ________day of _______________, 2016.

_________________________________________  ______________________________
Witness Signature  Witness Printed Name

Please complete the Group information section on the back of this page

Return this page to:
Intervention Project for Nurses, Inc.
Attn: IPN Clinical Director
P.O. Box 49130
Jacksonville Beach, FL 32240-9130

Via Fax: 904-270-1633
Via Email: cwalker@ipnfl.org
**Facilitator** – Please complete information below for each group:

Day of week: _____ Time of group: _____ to _____
Co-Facilitator for this group: ____________________
Address: ________________________________________________________________________
City: ________________________ State: ________ Zip: ________ County: __________________

Day of week: _____ Time of group: _____ to _____
Co-Facilitator for this group: ____________________
Address: ________________________________________________________________________
City: ________________________ State: ________ Zip: ________ County: __________________

Day of week: _____ Time of group: _____ to _____
Co-Facilitator for this group: ____________________
Address: ________________________________________________________________________
City: ________________________ State: ________ Zip: ________ County: __________________

Day of week: _____ Time of group: _____ to _____
Co-Facilitator for this group: ____________________
Address: ________________________________________________________________________
City: ________________________ State: ________ Zip: ________ County: __________________

**Co-Facilitator:** Please list groups you co-facilitate including Facilitator name:

Day of week: _____ Time of group: _____ to _____ Facilitator Name: ____________________

Day of week: _____ Time of group: _____ to _____ Facilitator Name: ____________________

Day of week: _____ Time of group: _____ to _____ Facilitator Name: ____________________

Day of week: _____ Time of group: _____ to _____ Facilitator Name: ____________________

Day of week: _____ Time of group: _____ to _____ Facilitator Name: ____________________