



Certification & Compliance Agreement

This Certification and Compliance Agreement (“this Agreement”) is made this _____ day of _____, 202__, by and between West Virginia Alliance of Recovery Residences, Inc. (“WVARR”) and _____ (“the Organization”).

WHEREAS “WVARR” is the certifying entity.

WHEREAS “The Organization” is the entity seeking WVARR certification.

Now therefore, in consideration of these premises and other good and valuable consideration, the parties hereby agree as follows:

1. **NARR Core Principle: Operate with Integrity**

The Organization attests and affirms:

- 1.1. That the Organization is in compliance with all local, state, and federal laws and will continue to remain compliant with them.
- 1.2. That the Organization is in compliance with the NARR Quality Standards V.3.0 and the NARR Code of Ethics in their entirety and will remain compliant with them.
- 1.3. That the submission of this application for voluntary certification of compliance with NARR Quality Standards for Recovery Residences and the NARR Code of Ethics truthfully represents full disclosure of facts pertaining to ownership, management, and staffing of all recovery residence locations operated by the Organization and that all policies, procedures, and protocols documented by this submission accurately describe the operational practices of the Organization, management, staff, and volunteers.
- 1.4. That should WVARR request to review, partially or in their entirety, financial records pertaining to the operation of the Organization seeking voluntary certification for



compliance verification purposes, the requested documents will be provided upon request without cost or delay.

- 1.5. That all marketing practices and marketing materials used are honest and forthright. Representation of the Organization, to include but is not limited to affiliated representatives, owners, operators, staff, volunteers, services provided, operations, practices, and outcomes, must be accurate, truthful, and not misleading and any data presented must be accurate and validated.
- 1.6. That should WVARR, in their sole determination, find that this application does not truthfully and accurately represent full disclosure of facts and operational practices of the Organization, sanctions will be applied without further recourse, which may include immediate denial, suspension, or revocation of the Organization's Certificate of Compliance.

2. **NARR Core Principle: Uphold Resident Rights**

The Organization attests and affirms:

- 2.1. That should WVARR, in their sole determination, find that this application does not truthfully and accurately represent full disclosure of facts and operational practices of the Organization, sanctions will be applied without further recourse, which may include immediate denial, suspension, or revocation of the Organization's Certificate of Compliance.
- 2.2. That the Organization's ownership, management, staff, volunteers, and other affiliated representatives uphold the rights of residents as referenced throughout the NARR Quality Standards and NARR Code of Ethics, placing the rights of residents and the rights of the resident community above all other Organizational priorities.
- 2.3. That the Organization does not subscribe to the "another head to fill a bed" intake philosophy and agree to consider all applicants for residency, remain mindful of the needs and sensitivities of the priority population, and ensure that the residence community is appropriate for the applicant and that the applicant is appropriate for the community.
- 2.4. The Organization will thoroughly orient new residents to the residence community, fully disclosing House Rules and consequences, resident rights and responsibilities, phasing and discharge protocols, and all fees and financial commitments, billed directly or



indirectly, for which the resident may potentially become legally accountable as a result of policies, procedures, or protocols practiced in the operation of the program.

3. NARR Core Principle: Empowerment of Resident Engagement

The Organization attests and affirms:

- 3.1. That the Organization is in compliance with NARR Quality Standards 10 and 11 in their entirety and will remain compliant with them.
- 3.2. That the Organization is a recovery-oriented housing provider rather than a “boarding house for persons who do not drink and/or use illicit drugs,” and that the Organization takes deliberate and intentional steps to encourage and mentor resident participation in a self-directed recovery plan. Residents have the ability to be heard in the governance of the residence.

4. NARR Core Principle: Develop Peer Staff

The Organization attests and affirms:

- 4.1. That the Organization is in compliance with NARR Quality Standards 12 through 17 in their entirety and will remain compliant with them.
- 4.2. That the Organization values residents’ voices and encourages peer leadership and accountability by nurturing a community culture that relies on and empowers peers to actively participate in community governance.

5. NARR Core Principle: Provide a Home Environment

The Organization attests and affirms:

- 5.1. That the Organization is in compliance with NARR Quality Standards and NARR Ethical Principles in their entirety and will remain compliant with them.
- 5.2. That the Organization operates recovery residences that are safe and well- maintained. Any maintenance issues that arise will be handled appropriately, adequately, and in a timely manner.



- 5.3. That the Organization's recovery residences provide space that is conducive to building community for social engagement among residents.
- 5.4. That the Organization understands that overcrowding can negatively impact the objectives sought through communal living. The Organization provides a safe, dignified living environment to each of the residents that includes adequate bed spacing, adequate storage for personal belongings, and clean and fully functional bathrooms, kitchen, and laundry facilities.
- 5.5. That the Organization fosters peer leadership within the community to model behaviors that promote orderliness and cleanliness by all residents at all times. Peers hold each other accountable to properly maintain the exterior and interior of the residence. Community pride is promoted and encouraged during scheduled house meetings.

6. **NARR Core Principle: Promote a Healthy Environment**

The Organization attests and affirms:

- 6.1. That the Organization is in compliance with NARR Quality Standards and NARR Ethical Principles in their entirety and will remain compliant with them.
- 6.2. That the Organization is a transitional support program for persons in recovery from a substance use disorder and that the primary purpose of the Organization is to deliver recovery-oriented housing that provides residents with encouragement and support to further develop recovery management skills and recovery capital.
- 6.3. That the Organization maintains an alcohol and illicit drug-free environment by means of written policies and procedures that are regularly updated to meet best practices.
- 6.4. That the Organization represents a structured, home-like environment that promotes accountability, consideration of others, and peer support.
- 6.5. That the Organization maintains a recovery-oriented, home-like environment that protects the well-being of the residents, staff, and community.
- 6.6. That the Organization periodically and appropriately tests smoke detectors, carbon monoxide detectors, and fire extinguishers to ensure they are in proper working order.



- 6.7. That the Organization holds emergency drills to ensure all residents and staff are familiar with emergency procedures as written and established in the Organization's policies and procedures.
- 6.8. That the Organization acknowledges that some residents may experience a recurrence of use (relapse) while residing in the Organization's location(s). The Organization has established a discharge protocol designed to achieve an outcome that protects the safety of both the residence community and the subject resident. The residence community understands and is accountable to follow this protocol.
- 6.9. The Organization understands that WVARR requires all residences to maintain Naloxone on site at each residence location and train staff in the proper administration Naloxone in accordance with The Opioid Antagonist Act.

7. NARR Core Principle: Facilitate Recovery Engagement

The Organization attests and affirms:

- 7.1. That the Organization is in compliance with NARR Quality Standards and NARR Ethical Principles in their entirety and will remain compliant with them.
- 7.2. That the Organization is operating a recovery-oriented residence with access to recovery-oriented programming, both inside and outside of the recovery residence.
- 7.3. That the Organization provides resources for each resident's individual recovery and promotes the individual responsibility of developing recovery capital through measures in compliance with NARR Quality Standards.

8. NARR Core Purpose: Cultivate Community

The Organization attests and affirms:

- 8.1. That the Organization is in compliance with NARR Quality Standards in their entirety and will remain compliant; including at least 50% of the sub-standards associated with NARR Quality Standard 27.
- 8.2. That the Organization organizes routine meetings and/or activities that promote a community recovery environment that functions as a family.



- 8.3. That the Organization hosts social activities within the residence and/or within the broader recovery community that encourage and facilitate resident bonding and mutual recovery support.
- 8.4. That WVARR is granted advance permission to conduct unannounced resident and/or staff interviews at any time. Failure to comply with this provision may result in immediate suspension, revocation, or denial of the Organization's Certificate of Compliance.
- 8.5. That residence staff promote recovery through informal and formal interactions with residents. All members of the residence community, including residents and staff, model recovery principles in all interactions with other members of the external community. The Organization attests that all relationships between residents and staff reflect ethical principles reflected in the NARR Code of Ethics.

9. NARR Core Principle: Be Good Neighbors

The Organization attests and affirms:

- 9.1. That the Organization is in compliance with NARR Quality Standards and NARR Ethical Principles in their entirety and will remain compliant with them.
- 9.2. That every effort is taken to maintain the appearance, cleanliness, and upkeep of the Organization's property.
- 9.3. That residents and staff are respectful of neighbor persons and property, making every reasonable effort to become a part of, and a valuable asset to, the surrounding neighborhood(s).
- 9.4. That residents do not loiter, use language that may be offensive to others, create noise disturbances, create parking challenges, or otherwise create traffic navigation issues within the neighborhood.

10. WVARR Physical Domain Compliance

The Organization attests and affirms:



- 10.1. That the physical residence inspected by WVARR at the time of field inspection for certification will not be changed or altered to a lesser state than was presented at the time of inspection, to include the number of beds, bathrooms, and the overall condition of the residence.
- 10.2. That WVARR reserves the right to conduct drop-in audits or inspections, including but not limited to a physical domain review as well as resident interviews.
- 10.3. That every WVARR-certified residence operated by the Organization will maintain continuous Commercial General Liability Coverage, with per occurrence limits of not less than \$1,000,000 for bodily injury and property damage. WVARR shall be designated on such policy as an additional named insured/certificate holder. If the Organization renews coverage during the certification period, the Organization is responsible for ensuring WVARR has a copy of the certificate before the expiration of the existing certificate.
- 10.4. That WVARR does not operate or maintain any supervisory authority over WVARR-certified properties. Accordingly, WVARR is not responsible for maintaining the condition of any WVARR-certified property, nor shall it be liable for any injury, death or property damage that may occur on such property. Accordingly, the Organization shall indemnify, defend, and hold WVARR harmless from claims as provided in Paragraph 16.1, below.

11. WVARR Code of Ethics

The Organization attests and affirms:

- 11.1. That the Organization is in compliance with the NARR Code of Ethics in their entirety and will remain compliant with them.
- 11.2. That all required representatives of the Organization, including all owners, operators, directors/CEOs, staff, and volunteers have read and signed the NARR Code of Ethics as required by WVARR for the certification.

12. Professional Code

The Organization attests and affirms:

- 12.1. That the Organization, including all owners, staff, and volunteers, will abide by a professional code of conduct, to include the dealings with the public. As an Organization



certified by WVARR, we will not criticize, disparage, or slander any other Organization that operates recovery residences certified by WVARR. WVARR makes no distinction of one Organization being “better” than another, only whether an Organization is certified and meets the national standards. To operate in any other manner is counterproductive and would violate the professional code.

13. WVARR Incident Policy

The Organization attests and affirms:

- 13.1.** It is the policy of the West Virginia Association of Recovery Residences (WVARR), that all accredited residences, members, and Organizations report **all** major incidents. **A major incident is defined as any emergency or situation that has significant impact for urgency which demands a response beyond routine incident management. A major incident also includes, but is not limited to, any volunteer, staff, and owner of an Organization that violates the signed code of ethics and or whose actions either directly or indirectly affect a participant or resident of the Organization.**
- 13.2.** If a major incident occurs, it is the responsibility of the WVARR accredited Organization to report the major incident on the approved WVARR Incident form and submit it with a written summary of the incident within **5 days from the date of the incident**. The incident form and summary of the incident will be sent to the executive director of WVARR to be reviewed. WVARR will keep records and files of each major incident report.
- 13.3.** If a major incident is not reported by an accredited residence, member, or Organization, or if the incident and the timing and/or nature of the incident are deemed “out of the ordinary,” there will be an investigation into the incident by the WVARR executive director and or standards/ethics committee.
- 13.4.** After the investigation is concluded, WVARR may require an explanation from the accredited residence, member, or Organization concerning failing to report incident.
- 13.5.** If the non-reported incident is determined to involve an accredited residence, member, or Organization that is found to be negligent or at fault, this will be reported to the WVARR board for review and decision as to whether a sanction is warranted.
- 13.6. Possible Sanctions:**



13.6.1. A written warning from WVARR concerning the negative effect of failing to report;
or,

13.6.2. A 30-60-day probationary period in which the WVARR accredited residence,
member, or Organization would be required to maintain weekly communication with
WVARR to ensure no further incidents have occurred; or,

13.6.3. The suspension or termination of WVARR certification for a period of time that
would be determined appropriate by the WVARR staff and board of directors.

13.7. The Organization attests and affirms that its authorized representative(s) have fully
read the WVARR Incident Policy and will fully comply with timely reporting of all incidents
that are applicable.

14. Grievances

The Organization attests and affirms:

14.1. That the Organization will maintain a clear process for resident grievances that will be
posted publicly in each of the Organization's WVARR-certified residences. No resident
will be retaliated against for filing a grievance.

14.2. That the Organization will post the WVARR contact information publicly in the
residence. No resident will be retaliated against for filing a grievance.

14.3. That WVARR has the right to investigate any and all grievances (complaints) about the
residences, staff, and operations. The Organization will not in any way inhibit WVARR's
ability to investigate grievances to their fullest ability.

14.4. That WVARR maintains the right to deny, suspend, or revoke the Organization's
certification(s) based on the outcome of any and all grievance investigations.

15. Data Sharing

The Organization attests and affirms:



15.1. Any and all documentation relevant to certification with WVARR may be shared with the West Virginia Bureau of Behavioral Health and the West Virginia Office of Drug Control Policy.

15.2. The addresses of all WVARR-certified properties will be made available to the public. If the Organization has genuine safety concerns about publicly sharing the addresses of WVARR certified properties, it is the Organization's responsibility to submit a written request to WVARR asking for an alternate address to be listed. WVARR will still maintain records of certified addresses and may be required to share this information at the request of the West Virginia Bureau of Behavioral Health and the West Virginia Office of Drug Control Policy.

16. Representations and Indemnification

16.1. The Organization represents and warrants that: (a) the Organization has the right and authority to enter into this Agreement and to perform its respective obligations as herein provided; and (b) its officers, directors, employees, and agents will comply with all applicable federal, state, and local laws, codes, rules, and regulations. The Organization will indemnify, defend, and save harmless WVARR and its respective partners, trustees, beneficiaries, directors, officers, employees, affiliates, and agents from and against any and all claims, loss, damage, liability, and expenses (including reasonable attorneys' fees), occasioned by, or arising out of directly or indirectly violating this Agreement, or the breach by the undersigned of any representation or warranty contained in this Agreement, or any act or failure to act by the Organization as required by this Agreement.

17. Effect and Amendment

17.1. This Agreement shall be deemed to supersede and replace any previous documents, correspondence, conversations, or other written or oral understandings between the parties hereto related to the subject matter hereof. No waiver by either party of any breach hereunder shall be deemed a waiver of any other breach. This Agreement cannot be assigned, altered, amended, changed, or modified in any respect unless each such assignment, alteration, amendment, change, or modification is agreed to in writing, signed and delivered by each party hereto. This Agreement shall become effective upon signature by the Organization and acceptance by WVARR.

18. Assignment



18.1. This Agreement will be binding upon, and inure to, the benefit of the parties their respective successors and assignees, provided, however, that no rights under this Agreement may be assigned by you without the prior written consent of WVARR.

19. Headings

19.1. The headings of articles of this Agreement are for convenience of reference only and shall not be construed to be a substantive part of this Agreement.

On behalf of the Organization, I hereby acknowledge understanding of the requirements of this WVARR Certification Agreement herein and further affirm that I have authorization to execute this document on behalf of:

IN WITNESS WHEREOF, the parties hereby execute this Agreement to be effective as of the date first noted above:

West Virginia Alliance of Recovery Residences, Inc.

By: _____
Emily Birckhead, MSW, Executive Director

Legal Name of Entity Seeking Certification

By: _____
Signature

Print Name

Its: _____
Role in the Organization

Scan this agreement and email it to jennie@wvarr.org