



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, agrees to remain mindful of the needs and sensitivities of the population served, and ensures that the residence community and level of support provided is appropriate for each accepted resident.
- 2.4. The Organization will thoroughly orient new residents to the residence community, fully disclosing House Rules and expectations, 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 maintained by the Organization.

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 resident participation in self-directed recovery plans. 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 all 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 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 with the Organization. The Organization has established a discharge protocol designed to achieve an outcome that protects the safety of both the residence community and the individual resident.

6.9. The Organization maintains Naloxone onsite at each recovery residence location and trains staff and residents in the proper administration of Naloxone.

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 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 Organization 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 broader community. The Organization attests that all relationships between residents and staff reflect ethical principles outlined 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 neighbors and neighborhood property, making every reasonable effort to become a part of, and a valuable asset to, the surrounding neighborhood(s) and maintains a clear process for neighbors to contact Organization leadership about issues or concerns.
- 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 confirms:



- 10.1. That the physical residence(s) inspected by WVARR 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 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.
- 12.2. The Organization 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.

13. WVARR Incident Policy

The Organization attests and affirms:

13.1. That the Organization will 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 Organization to report the major incident on the approved WVARR Incident Reporting form and submit it to the designated Certification Reviewer with a written summary of the incident within **5 days from the date of the incident**. WVARR will keep records and files of each major incident report.

13.3. If a major incident is not reported by the Organization, or if the incident and the timing and/or nature of the incident are deemed “out of the ordinary,” WVARR will investigate the incident and may place sanctions on the Organization for failing to report.

13.4. Reporting of Criminal Charges and Civil Court Filings

The Organization attests and affirms:

13.4.1. If any officer, owner, director, staff member, or volunteer of the Organization has criminal charges filed against them or is named as a defendant in a civil court filing related to fraud, abuse, exploitation, negligence, financial misconduct, or other matter that may impact the integrity, safety, or ethical standards of the recovery residence(s), the Organization must notify WVARR immediately upon becoming aware of the filing. Failure to disclose such matters in a timely manner may result in sanctions, including suspension, denial, or revocation of the Organization’s certification.

13.4.2. WVARR will review the nature of the charges or civil filings and will determine the Organization’s ability to maintain certification. Cases involving misconduct that could compromise the safety of residents, staff, or the broader community may result in suspension, denial, or revocation of the Organization’s certification.



13.5. Possible Sanctions

13.5.1. A written warning from WVARR;

13.5.2. A 30 - 90-day probationary period in which the Organization would be required to maintain weekly communication with WVARR to ensure no further incidents have occurred;

13.5.3. The suspension, revocation, or denial of WVARR certification for a period of time as determined by WVARR at its sole discretion;

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

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 recovery residences. No resident will be retaliated against for filing a grievance.

14.2. That the Organization will post WVARR contact information publicly in each recovery 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 recovery residences, staff, and operations. The Organization will not 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 may be shared with the West Virginia Bureau of Behavioral Health, West Virginia Office of Drug Control Policy, and the West Virginia Office of Health Facilities and Licensure.

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, the Organization must submit a written request to WVARR asking for an alternate address to be listed. WVARR will maintain records of certified addresses and may be required to share this information at the request of the West Virginia Bureau of Behavioral Health, West Virginia Office of Drug Control Policy, and the West Virginia Office of Health Facilities and Licensure.

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



20. WVARR Incident Policy

The Organization attests and affirms:

20.1. That the Organization will 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.**

20.2. If a major incident occurs, it is the responsibility of the Organization to report the major incident on the approved WVARR Incident Reporting form and submit it to the designated Certification Reviewer with a written summary of the incident within **5 days from the date of the incident**. WVARR will keep records and files of each major incident report.

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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