



RECOVERY HOUSING ASSISTANCE PROGRAM PROVIDER APPLICATION

NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES

BEHAVIORAL HEALTH DIVISION (BHD)

SFN 1004 (5-2022)

Thank you for your interest in becoming a Provider for the Recovery Housing Assistance Program (RHAP). The RHAP is a state-funded program administered by the North Dakota Department of Human Services, Behavioral Health Division. The purpose of this program is to provide support to individuals in recovery by increasing access to supportive living environments that commit to best practices in recovery housing. To accomplish this, the RHAP will reimburse participating Recovery Housing Providers for up to 12 weeks of an eligible individual's recovery housing expenses.

The following application must be completed in its entirety and signed by the Provider. Incomplete or unsigned applications will be returned.

I. PROVIDER INFORMATION

Provider Name			
Mailing Address	City	State	ZIP Code
Physical Location/Office Location (if different than mailing address)	City	State	ZIP Code
Telephone Number	Fax Number		
Provider Owner Name		Provider Owner Telephone Number	
Provider Owner Email Address			
Provider Contact Name (if different than owner)	Provider Contact Title		
Provider Contact Telephone Number	Provider Contact Email Address		
Provider Tax ID Number			

II. HOUSING INFORMATION

If you have more than two (2) house locations, please attach additional house information to this application.

House 1 Information			
Address	City	State	ZIP Code
Contact Name	Contact Title		
Telephone Number	Description of house (ex. Male only, female only, etc.)	Estimated Capacity of Residents	
House 2 Information			
Address	City	State	ZIP Code
Contact Name	Contact Title		
Telephone Number	Description of house (ex. Male only, female only, etc.)	Estimated Capacity of Residents	

III. SERVICES

RHAP will provide reimbursement for up to 12 weeks of recovery housing expenses for eligible individuals, in accordance with the RHAP Fee Schedule (Section IV of Provider Guidance).

IV. ATTACHMENTS

The following attachments must accompany this application:

1. Signed Recovery Housing Assistance Program Provider Agreement
2. Certification of Good Standing with North Dakota Secretary of State
3. Completed and signed W-9 Form for reimbursement

V. SIGNATURE

I, the undersigned, certify to being the responsible entity for administering the Program and confirm all the above information is true and accurate to the best of my knowledge. I agree to be bound by the rules and regulations of the Recovery Housing Assistance Program Provider Agreement and all terms set forth in the most updated Program Guidance.

Provider Owner Signature

Date

Please submit application and questions in one (1) of the three (3) following ways to:

North Dakota Department of Human Services
Behavioral Health Division

- 1. Mail:** Attn: Recovery Housing Assistance Program
North Dakota Department of Human Services
Behavioral Health Division
600 E. Boulevard Ave Dept. 325
Bismarck, ND 58505-0250
- 2. Email:** RecoveryHousing@nd.gov
- 3. Fax:** 701-328-8979

Recovery Housing Assistance Program (RHAP) Provider Agreement

This Agreement is entered into by the state of North Dakota, acting through its North Dakota Department of Human Services, Behavioral Health Division (Department) and

Provider

Department and Provider agree as follows:

1. PURPOSE:

The purpose of this Agreement is to provide support to individuals in recovery by increasing access to supportive living environments that commit to best practices in Recovery Housing.

2. PROVIDER AGREES

- A. To develop, implement, and enforce practices that are recovery-oriented, trauma-informed, and person-centered;
- B. To ensure all individuals residing at the residence are actively pursuing recovery from a substance-use disorder;
- C. To allow for individual choice regarding substance-use disorder treatment (i.e. not require formal substance-use disorder treatment);
- D. To permit resident's access to prescribed medications, including Medication Assisted Treatment (MAT), as recommended by their healthcare provider, through the duration of their residency;
- E. To develop practices regarding a recurrence of substance use or substance use disorder symptoms that are recovery-oriented, trauma-informed, and person-centered;
- F. To implement recovery supports, including the following:
 - a. Promote meaningful activities
 - b. Engage individuals in development of recovery capital
 - c. Promote access to community supports
 - d. Provide mutually beneficial peer recovery support
- G. To provide a living environment conducive to recovery;
- H. To provide an environment that is free from alcohol and illicit substances;
- I. To provide an environment that is smoke-free (can have designated outdoor smoking areas in compliance with local and state laws);
- J. To ensure access to naloxone is available for emergency use;
- K. To ensure residents have 24/7 access to a supportive person from the RHAP Provider;
- L. To have emergency contact information, including how to contact an available supportive person from the RHAP Provider, posted in a communal area;
- M. To comply with state and local housing codes;
- N. To not discriminate based on race, ethnicity, medical conditions, sexual orientation, disability, or religion;
- O. To ensure the location of the recovery residence is not licensed as a Substance Abuse Treatment Program in accordance with North Dakota Administrative Rule 75-09.1;
- P. To provide the option for resident to continue residency after conclusion of RHAP participation;
- Q. To ensure no duplication of funding for an individual's stay;
- R. To ensure residents do not accrue rental fees in addition to the reimbursement from the RHAP;
- S. To retain a copy of the contract that will be used with residents, such as lease or housing agreement;
- T. To obtain and retain copies of the participant eligibility documentation used during the Provider's eligibility screening process for a minimum of three (3) years after final payment;
- U. To obtain insurance for all house locations;
- V. To provide residents with free resources at the request of Department;
- W. To notify Department of significant, newsworthy incidents within 24-hours of occurrence;
- X. To collect and submit process and outcome measures as prescribed by Department;
- Y. To notify Department within five (5) business days of any change in program contact information;
- Z. To update Department of any program changes that impact Provider's participation in the RHAP;
- AA. To accommodate Department during on-site visits as requested by Department;
- BB. To attend any required meetings or trainings regarding the RHAP program; and
- CC. To provide to Department documents as requested.

3. DEPARTMENT AGREES

To reimburse the RHAP Provider on behalf of eligible individuals through the Recovery Home Individual Reimbursement process outlined in the [Provider Guidance](#), not to exceed the amount identified by Department Reimbursement Fee Schedule (Section IV of [Provider Guidance](#)).

Approved Weekly Reimbursement Rate by BHD

4. TERM AND RENEWAL

This Agreement is effective upon signature of both Department and Provider and shall remain in effect until June 30, 2023. This Agreement will not automatically renew. Department will provide written notice to Provider of its intent to renew this Agreement at least 30-days before the scheduled termination date. This Agreement may be renewed upon satisfactory completion of the initial Agreement term. Department reserves the right to execute up to two (2) options to renew this Agreement under the same terms and conditions for a period of 24 months each.

5. COMPENSATION

Department shall pay Provider for services in accordance with the reimbursement rates outlined in the [Provider Guidance](#), which is made a part of this Agreement.

6. LABOR

Provider may not solicit or hire for personal purposes any individual receiving services in the Program. Provider may not solicit or receive volunteer labor or services for personal purposes from an individual receiving services in the Program.

7. TERMINATION

a. Termination by Mutual Agreement or Notice

This Agreement may be terminated at any time by mutual consent of both parties executed in writing, or upon 30-days' written notice by either party, with or without cause.

b. Early Termination in the Public Interest

Department is entering into this Agreement for the purpose of carrying out the public policy of the state of North Dakota, as determined by its Governor, Legislative Assembly, and Courts. If this Agreement ceases to further the public policy of the state of North Dakota, Department, in its sole discretion, by written notice to Provider, may terminate this Agreement in whole or in part.

c. Termination for Lack of Funding or Authority

Department may terminate the whole or any part of this Agreement, effective upon delivery of written notice to Provider or on any later date stated in the notice, under any of the following conditions:

- 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
- 2) If provider fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.
- 3) If any license, permit, or certificate required by law or rule, or by the terms of this Agreement, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Agreement under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

d. Termination for Cause

Department may terminate this Agreement effective upon delivery of written notice to Provider, or any later date stated in the notice:

- 1) If Provider fails to provide services required by this Agreement within the time specified or any extension agreed to by Department; or
- 2) If Provider fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.

The rights and remedies of Department provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8. ASSIGNMENT AND SUBCONTRACTS

Neither party may assign or otherwise transfer or delegate to any person other than that party's staff, any right or duty set forth in this Agreement without the other party's express written consent. However, provider may enter into subcontracts provided that any subcontract acknowledges the binding nature of this Agreement and incorporates this Agreement, including any attachments. Provider does not have authority to contract for or incur obligations on behalf of Department.

9. NOTICE

All notices or other communications required under this Agreement must be given by email, registered or certified mail, and are complete on the date mailed when addressed to the parties at the following addresses:

ND Department of Human Services
Behavioral Health Division
Department of Human Services
600 E Boulevard Ave Dept 325
Bismarck, ND 58505-0250
RecoveryHousing@nd.gov

Provider Information Below:

Notice provided under this provision does not meet the notice requirements for monetary claims against Department found at N.D.C.C. § 32-12.2-04.

10. APPLICABLE LAW AND VENUE

This Agreement is governed by and construed in accordance with the laws of the state of North Dakota. Any action to enforce this Agreement must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota.

11. SPOILIATION - NOTICE OF POTENTIAL CLAIMS

Provider shall promptly notify Department of all potential claims that arise or result from this Agreement. Provider shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Department the opportunity to review and inspect the evidence, including the scene of an accident.

12. INDEMNITY

Provider agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers, and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Provider to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under North Dakota Century Code § 54-12-08. Provider also agrees to defend, indemnify, and hold the State harmless for all costs, expenses, and attorneys' fees incurred if the State prevails in an action against Provider in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.

13. INSURANCE

Provider shall secure and keep in force during the term of this Agreement, from insurance companies, government self-insurance pools, or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with a minimum liability limit of \$1,000,000 per occurrence.
- b. Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- c. Workers compensation coverage meeting all statutory requirements.

The insurance coverages listed above must meet the following additional requirements:

- a. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the provider. The amount of any deductible or self-retention is subject to approval by the Department.
- b. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the Department. The policies shall be in form and terms approved by the Department.
- c. The insurance required in this Agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without 30 days' prior written notice to the undersigned Department representative.
- d. Provider shall furnish a certificate of insurance to the undersigned provider representative prior to commencement of this Agreement. An updated, current certificate of insurance shall be provided in the event of any change to a policy.
- e. Failure to provide insurance as required in this Agreement is a material breach of contract entitling Department to terminate this Agreement immediately.

14. ALTERNATIVE DISPUTE RESOLUTION - JURY TRIAL

Department does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties may enforce their rights and remedies in judicial proceedings. Department does not waive any right to a jury trial.

15. CONFIDENTIALITY

Provider agrees not to use or disclose any information it receives from Department under this Agreement that Department has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by Department. Department agrees not to disclose any information it receives from provider that provider has previously identified as confidential and that Department determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04-18. The duty of Department and provider to maintain confidentiality of information under this section continues beyond the term of this Agreement, or any extensions or renewals of it.

16. COMPLIANCE WITH PUBLIC RECORDS LAW

Provider understands that, except for disclosures prohibited in this Agreement, Department must disclose to the public upon request any records it receives from provider. Provider further understands that any records that are obtained or generated by provider under this Agreement, except for records that are confidential under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota open records law. Provider agrees to contact Department immediately upon receiving a request for information under the open records law and to comply with Department's instructions on how to respond to the request.

Department, the Attorney General of the state of North Dakota, the Risk Management Division of the Office of Management and Budget, and the federal government and their duly authorized representatives, may have access to the books, documents, papers, and records of provider which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

17. INDEPENDENT ENTITY

Provider is an independent entity under this Agreement. Provider, its employees, agents, or representatives are not employees of Department for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workforce Safety and Insurance Act. No part of this Agreement may be construed to represent the creation of an employer/employee relationship between Department and provider. Provider retains sole and absolute discretion in the manner and means of carrying out provider's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

18. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Provider agrees to comply with all applicable laws, rules, regulations, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Provider agrees to file all required reports, make required payroll deductions, and pay all taxes and premiums owed, including sales and use taxes and unemployment compensation, and workers' compensation premiums, in a timely fashion. Provider shall have and keep current at all times during the term of this Agreement all licenses and permits required by law.

19. STATE AUDIT

Provider shall provide to Department, the North Dakota State Auditor, or the Auditors designee upon request a written copy of all records, regardless of physical form, including records evidencing the accounting practices and procedures employed by provider which are relevant to this Agreement and necessary to conduct a state government audit. However, provider shall have the right to redact any and all information that includes, in whole or in part any proprietary information, trade secret information, confidential information, privileged information, or information that is not relevant to this Agreement and the like. Provider will maintain all such records for at least three (3) years following completion of this Agreement.

20. PREPAYMENT

Department will not make any advance payments before performance by Provider under this Agreement.

21. ASSURANCES

This Agreement will be construed according to the laws of the state of North Dakota. In connection with furnishing supplies or performing work under this Agreement, persons who contract with or receive funds to provide services to Department are obligated and agree to comply with all local, state, and federal laws, regulations, and executive orders related to the performance of this Agreement, including the following: Fair Labor Standards Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the North Dakota Human Rights Act, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, the Drug Abuse Prevention, Treatment, and Rehabilitation Act of 1970, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Drug-Free Workplace Act of 1988, the Americans with Disabilities Act of 1990, Alcohol, Drug Abuse, and Mental Health Administration Reorganization Act of 1992, and the Pro-Children Act of 1994.

By signing this Agreement, Provider certifies that neither Provider nor its' principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with the state or federal government by any department or agency of the state or federal government.

Provider must be an approved vendor with the Office of Management and Budget within the state of North Dakota as required by North Dakota Century Code § 54-44.4-09.

22. MERGER AND MODIFICATION

This Agreement constitutes the entire Agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. No alteration, amendment, or modification of this Agreement is effective unless it is reduced to writing, signed by the parties, and attached to the Agreement.

State of North Dakota
North Dakota Department of Human Services

Provider Name

Signature
Printed Name
Title
Date

Signature
Printed Name
Title
Date