



PASRS INDUSTRY MEMBER BEST PRACTICES

REVISED 2016

1. PASRS Industry Members will submit to all Universal Best Practices found in the Universal Best Practices Policy.
2. PASRS Industry Members submit to and honor all Medicare/Medicaid policies at hospitals, skilled nursing facilities, home health and hospice companies regarding vendor visitation, gifting and compensation for referrals. PASRS Members will not pay for or compensate employees of these companies for referrals.
3. PASRS Industry Members will disclose to client or client's agent information on PASRS and Best Practices as part of the services rendered, including the manner and nature of services provided. Meaning the Member is compensated for carrying out the services rendered. The Member will provide documentation that includes authorization for the Member to represent the client or client's agent when arranging placement tours with homes and centers they deem appropriate for the respective client or client's agent. The Member needs to secure the signed documentation before visiting any facility. The Member should provide a copy to the facility at the time of the tour. Eliminating any confusion for the Member, and the facility in the event the client or client's agent selects the facility for services; the Member's compensation will not pose any uncertainty.
4. In accordance with state and federal laws, no fee of any kind can be charges or accepted for residents placed who already approved or accepted into the ALTCS/Medicaid Program. This includes those instances when a family may arrange for an upgrade in the living arrangements (i.e. private room setting) and additional fees are collected between the family and facility. However, an agency may charge on a fee for service agreement defined in their Written Service Agreement with the family, a specific fee for assisting the family in researching and selecting an approved ALTCS/Medicaid facility. This fee is paid by the family/client representative directly to the referral agency and does not involve funds of the client who is covered under the ALTCS/Medicaid program.
5. PASRS Industry Members as a practice, arrange for a personal interview of the client whenever possible prior to escorting the client or their representatives for tours. It is also the practice of PASRS Industry Members to tour with the client or client's representative whenever possible.
6. Prior to touring any facility with the client or client's representative, PASRS Industry Members will review the most recent DHS surveys and share results with the resident or resident's legal representative.

7. PASRS Industry Members will only refer to licensed assisted living homes. There are times when Industry members can and will refer to unlicensed, independent living centers.
8. PASRS Industry Members will not knowingly work with or refer to any facility which has a policy to recover previously paid referral fees to the referring agency from the client or client's representative for any reason.
9. PASRS Industry Members will familiarize themselves with the State Statutes and Administrative Codes regarding assisted living law, with particular attention paid to content of residency agreements, referral fees, refund policies, behavioral placements, termination clauses, caregiver and manager training.
10. PASRS Industry Members will not engage in the practice of moving or relocating a previously placed client for additional economic gain (known as "churning"). Any issues following a placement of a client or requests to relocate a client must be addressed directly by the Member with the involved family and the facility involved. The Member must not be the initiator of a relocation- this must be initiated by the family and/or the facility after all parties have been unable to resolve and there is agreement that relocation is in the best interest of the resident.
11. PASRS Industry Members will attend 50% of organized events in a calendar year. To remain a member in good standing. Attendance and participation is a vital component to the health and quality of PASRS as an organization. PASRS will notify the industry member if attendance falls below requirements.
12. PASRS Industry Members maintain professional and general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence. Member will supply a copy of the ACORD® Certificate of Liability Insurance within 10 days of policy renewal. Member will request that insurance carrier name PASRS as a Certificate Holder so that the form is automatically sent to us upon renewal and update.
13. PASRS industry members are expected to experts in the arena of Senior Living in the geographical areas they choose to serve. This includes staying current with changes to the assisted living law, with particular importance and awareness to new facilities that open in the marketplace, consistency and tenure of directors and leadership in the facilities, reviewing DHS surveys when considering a facility for placement, availability of 24 hour awake staff, and a current policy for the availability of advances directives to caregivers and first responders to name a few.
14. PASRS Industry Members should assist the facilities and residents resolve any and all questions or issues regarding pricing, residency agreements, furnishings, services provided and support services prior to or after the resident moves in to the facility. Special care must be made by the agent after the move in to help in the transition process for the resident but as to not ultimately violate Best Practice 10 as stated above.

15. PASRS Industry Members should disclose and promote PASRS Membership and Best Practices to all clients and referral sources.

I, and the business entity I represent, have read and agree to abide by the PASRS Best Practices Agreement. I understand I am responsible for operating under these Best Practices and all employees/agents which work under my authority are responsible to adhere to these Best Practices as well. If I or anyone affiliated with my business entity is suspected of non-compliance or violation, then I am subject to the Grievance Procedure to be enforced by the Board of Directors. Investigation could follow and ultimately loss of membership could result if the non-compliance or violation is substantiated.

Name of business _____

Signature of Authorized Agent _____

Printed name of Authorized Agent _____

Title _____ Date _____