

# Accredited Association Management Company<sup>®</sup> (AAMC<sup>®</sup>) Accreditation Application

## Application Instructions

- Fill in this application with Adobe Acrobat Reader or print clearly in ink. To work in Reader: save the file on your computer, complete the form using your keyboard, and save again using your company name in the filename (e.g., AAMC\_ABCMgmt.pdf) before printing. If additional pages are needed, please label clearly and attach to this application.
- Be honest, accurate and thorough in completing all sections of this application. Be careful not to duplicate information.
- Attach appropriate documents where indicated, including client verification forms and insurance documentation. Be sure areas needed for Notary are complete.
- Submit completed application with non-refundable application fee to the CAI headquarters office, 6402 Arlington Blvd., Suite 500, Falls Church, VA 22042, fax to (240) 524-2424, or e-mail to [payments@caionline.org](mailto:payments@caionline.org).  
Fees: \$320 for CAI members and \$570 for non-members



## General Information continued:

I (we) understand that CAI reserves the right to investigate or request supporting material to verify information provided in this application, the affirmation, or other materials related to qualifying for or retaining the AAMC accreditation. Costs for extraordinary investigations will be the responsibility of the applicant. I (we) also understand this recognition requires a similar renewal process every three years.

The applicant, its owners, directors, and staff waive and forever release all claims or causes of action that they may have against CAI, its members, leadership, or chapters for actions or decisions made as they relate to qualifying for or retaining the AAMC accreditation.

**The undersigned PCAM supervisor affirms that he or she is responsible for the association management business of the applicant; has full knowledge of the applicant's policies, methods of doing business, and its personnel; and attests that all information on this application and all other forms and documents submitted with this application are true and correct at the time of its completion.**

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PRINTED NAME

SIGNATURE

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TITLE

DATE

*If the supervisor does not have the authority to legally bind the applicant, an officer of applicant having such authority must sign this application in addition to the supervisor.*

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PRINTED NAME

SIGNATURE

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TITLE

DATE

# II. Manager Listing

Please provide the requested information for every manager (as defined in the AAMC Standards and Application Guidelines) and those who supervise managers. (Use duplicate form if necessary.)

	Name and Designation	Date of full-time employment
List all managers and those who supervise managers employed two or more years. Include any active CMCA, AMS, LSM, or PCAM designations they may hold.		
	List all managers and those who supervise managers employed less than two years.	

- A. \_\_\_\_\_ Total number of qualifying managers  
(have worked for applicant for at least two years)
- B. \_\_\_\_\_ Number of qualifying managers with CMCA, AMS, LSM, or PCAM
- C. \_\_\_\_\_ Percentage of  $B \div A$  (must equal minimum 50%)

# III. Affirmation

I do hereby affirm and agree to the following:

- A. My company and every manager comply with the AAMC Standards and Application Guidelines.
- B. My company will continue to support the AAMC program by:
  - 1. Submitting requested information, renewal forms, and fees as requested;
  - 2. Advising CAI of any change in our name or address within thirty days.

I recognize that the failure to comply with any of the criteria of the **AAMC Standards and Application Guidelines** shall result in the **removal of my company's AAMC recognition.**

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PRINTED NAME OF PRINCIPAL

SIGNATURE

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COMPANY NAME

DATE

Acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ .

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NOTARY SIGNATURE

NOTARY COMMISSION EXPIRATION DATE

## *Witness and Affirmation of Oath:*

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PRINTED NAME OF OFFICER OF THE COMPANY  
(OTHER THAN PRINCIPAL, IF APPLICABLE)

SIGNATURE

Acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ .

---

NOTARY SIGNATURE

NOTARY COMMISSION EXPIRATION DATE

---

PRINTED NAME OF PCAM SUPERVISOR

SIGNATURE

Acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ .

---

NOTARY SIGNATURE

NOTARY COMMISSION EXPIRATION DATE

CONTINUED ON NEXT PAGE

### III. Affirmation continued:

Each PCAM Supervisor must complete:

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PRINTED NAME OF PCAM SUPERVISOR

SIGNATURE

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BRANCH OFFICE LOCATION

Acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ .

---

NOTARY SIGNATURE

NOTARY COMMISSION EXPIRATION DATE

---

PRINTED NAME OF PCAM SUPERVISOR

SIGNATURE

---

BRANCH OFFICE LOCATION

Acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ .

---

NOTARY SIGNATURE

NOTARY COMMISSION EXPIRATION DATE

---

PRINTED NAME OF PCAM SUPERVISOR

SIGNATURE

---

BRANCH OFFICE LOCATION

Acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ .

---

NOTARY SIGNATURE

NOTARY COMMISSION EXPIRATION DATE

---

PRINTED NAME OF PCAM SUPERVISOR

SIGNATURE

---

BRANCH OFFICE LOCATION

Acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ .

---

NOTARY SIGNATURE

NOTARY COMMISSION EXPIRATION DATE

---

PRINTED NAME OF PCAM SUPERVISOR

SIGNATURE

---

BRANCH OFFICE LOCATION

Acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ .

---

NOTARY SIGNATURE

NOTARY COMMISSION EXPIRATION DATE

# IV. Client Verification No. 1

The applicant whose name appears below is being considered by Community Associations Institute (CAI) for its Accredited Association Management Company (AAMC) accreditation. Among many qualifying criteria is the written verification by three clients unless excepted by paragraph 11 of the guidelines, to each of whom the applicant has been providing satisfactory management services for at least three years. Please return this Verification form to the applicant.

## Applicant Company Information *Please print or type using Adobe Acrobat Reader.*

▼ MANAGEMENT COMPANY NAME

▼ PRINCIPAL OFFICE ADDRESS

▼ CITY ▼ STATE ▼ ZIP

▼ NAME OF COMPANY EMPLOYEE RESPONSIBLE FOR YOUR MANAGEMENT SERVICE

## Client Information

▼ ASSOCIATION NAME

▼ PRINCIPAL OFFICE ADDRESS

▼ CITY ▼ STATE ▼ ZIP

1. Applicant has satisfactorily provided management services for our association from \_\_\_\_\_/\_\_\_\_ (month/year) to \_\_\_\_\_/\_\_\_\_ (current date). *This period must exceed three years.*

2. Those services have included all of the following:
- |   |   |   |
|---|---|---|
| <input type="checkbox"/> controls disbursement of funds | <input type="checkbox"/> prepares budget  | <input type="checkbox"/> solicits bids              |
| <input type="checkbox"/> supervises maintenance         | <input type="checkbox"/> attends meetings | <input type="checkbox"/> prepares management report |

3. Applicant provides, at least quarterly, all of the following:
- |   |  |  |
|---|--|--|
| <input type="checkbox"/> balance sheet      | <input type="checkbox"/> income statement                            | <input type="checkbox"/> budget comparison |
| <input type="checkbox"/> receivables report | <input type="checkbox"/> statement of disbursements (check register) |  |

4. Please check one:  Homeowners Board of Directors  Developer Controlled Board of Directors

If you have NOT checked all of the boxes in questions 2 & 3 above, please explain: \_\_\_\_\_

***I confirm that the information provided above regarding the applicant is correct, to the best of my knowledge. I understand that a member or representative of the AAMC may call me to verify the information contained herein.***

\_\_\_\_\_  
OFFICER NAME SIGNATURE

\_\_\_\_\_  
TITLE PHONE

Acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY SIGNATURE STATE NOTARY COMMISSION EXPIRATION DATE







# V. AAMC Definitions, Standards and Disciplinary Guidelines

## I. Definitions

- A. **Applicant:** the company, not person, which is seeking the AAMC accreditation.
- B. **Branch office:** a management office that manages more than one community, has three or more employees, and is located more than 100 miles from the supervisor.
- C. **Client:** a singular term which shall apply to a community association (condominium or homeowner association, cooperative, PUD, PRD, etc.) and its governing board.
- D. **Company:** For the purpose of this application, in order to qualify for the AAMC accreditation, a company must conform to **ALL** of the following criteria:
  - 1. Has provided and continues to provide community association management services as delineated in (8 & 9 below) for at least the three years immediately preceding the submission of this application.
  - 2. Has at least three full-time employees, one of whom is a manager whose primary function is to manage community associations.
  - 3. At least 50% of the applicant's qualifying managers (employed 2 years or more) hold one of the following credentials: PCAM, LSM, AMS or CMCA.
  - 4. Meets or exceeds these standards for all of its client associations:
    - a. Reconciles client's bank and trust accounts monthly, ensuring that no client and applicant funds are co-mingled;
    - b. Has its client boards acknowledge investments and disbursement of reserve funds.
  - 5. Maintains fidelity bond insurance (crime or employee dishonesty) in the name of the company that provides coverage to the company with a minimum coverage of \$100,000 and **has provided a certificate of insurance to CAI delineating these policies and showing CAI as a certificate holder.** In addition, provides at least one of the following (*circle applicable selection(s)*):
    - a. Applicant's fidelity insurance covers applicant's principals (must be indicated on Certificate of Insurance included in this application).
    - b. Client's reserve funds are not in sole control of applicant.
    - c. Each client has fidelity insurance that extends coverage to applicant.
    - d. Applicant has an annual audit conducted by a CPA.
  - 6. Maintains general liability insurance, workers compensation, and other insurance as may be required by statute and **has provided a certificate of insurance to CAI delineating these policies and showing CAI as a certificate holder.**
  - 7. Complies with all federal, state, and local laws.
  - 8. At least quarterly, provides to each client a financial report containing the following material:
    - a. Balance sheet
    - b. Statement of revenues and expenses (income statement)
    - c. Budget comparison
    - d. Receivables report
    - e. Listing of disbursements

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## V. AAMC Definitions, Standards and Disciplinary Guidelines (continued)

9. Is contracted to provide, directly or indirectly, ALL of the following community association management services to no less than three community associations\*:
  - a. Prepare budgets
  - b. Solicit bids
  - c. Attend meetings
  - d. Control disbursement of funds
  - e. Supervise maintenance
  - f. Prepare management reports

\* **Exception:** *must be a management company, who otherwise meets all other standards, and manages one large-scale (as defined by CAI, 1,000 built units or larger) community association where the board of directors or executive entity is controlled by the homeowners, and provides a satisfactory client verification.*

10. In the event that the **company** consists of branch offices,
  - a. A different PCAM supervisor directs association operations at each of the company's branch offices.
  - b. All branch offices must conform with these Standards and Guidelines in order for the company to obtain the AAMC accreditation.
  - c. Each branch office that conforms to criteria described under D, 1 through 12 of section V may receive an AAMC certificate at an additional charge.
  - d. No branch office will receive the AAMC accreditation unless the company qualifies and receives the accreditation.
11. In the event the company is a subsidiary or partner, or is structured as a subordinate entity to another organization or entity, only the company can qualify for the AAMC accreditation.
12. The **supervisor** is an employee of the **applicant**.

### E. Designations

1. **PCAM:** A Professional Community Association Manager® designation awarded by Community Associations Institute.
2. **LSM:** A Large-Scale Manager® designation awarded by Community Associations Institute.
3. **AMS:** an Association Management Specialist® designation awarded by Community Associations Institute (CAI).
4. **CMCA:** a Certified Manager of Community Associations® certification awarded by the Community Association Managers International Certification Board (CAMICB).

### F. Manager

1. **Manager:** a manager who is employed by or contracted to the applicant in a management position who complies with at least one of the following three criteria:
    - a. Performs at least four of the functions for community association client(s) described under (D, 9) of section V.
    - b. Meets state licensing requirements as a manager, where applicable.
    - c. Oversees other managers.
  2. **Qualifying Manager:** a manager who has been employed or a person who has been contracted as a manager by the applicant for more than two years.
- G. **PCAM Supervisor:** the PCAM in authority who is responsible for the performance of the **managers** for the **applicant** at a specific location. Should the **supervisor** leave the employ of **applicant**, **applicant** shall advise CAI in writing within thirty days of departure. **Applicant** will replace the **supervisor** within 180 days of the preceding **supervisor's** departure and will advise CAI in writing no later than 30 days following the hiring of the new **supervisor** of the name of the new **supervisor**.

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## V. AAMC Definitions, Standards and Disciplinary Guidelines (continued)

### II. Standards

- A. The Professional Manager Code of Ethics (the "Code") derives its authority from CAI. CAI's Board of Trustees has established a minimum standard of professional, ethical performance for those individuals who receive recognition or designations from CAI.
- B. All individuals and companies that have received professional management designations or accreditations from CAI are subject to this Code.
- C. All individuals holding a CMCA are subject to the Standard of Professional Conduct (the "Standard") promulgated by CAMICB.
- D. The Code and the Standard shall apply in any manager-client relationship where the company receives some form of compensation for professional community association management services offered or provided to the client.
- E. The applicant's supervisor(s) who executes the AAMC Application Affirmation has agreed to abide by the Code and the standards respectively.
- F. Clarification of the Code  
The attached Code Addendum is provided by CAI to further explain some of the twelve tenets of the Professional Manager Code of Ethics.
- G. Amendments and Revisions  
The board of trustees may expand application of the Code, and CAI reserves the right to update or amend both the Code and these AAMC Standards and Application Guidelines. Any such revision, update, or amendment shall be promptly promulgated to CAI manager members and, after due notice, will apply to all members subject to the Code.

### III. Disciplinary Action

After an internal investigation and hearing as provided in CAI's Ethics Enforcement Procedures Policy, an AAMC found to be in violation of the requirements detailed herein shall face a sanction in accordance with the enforcement policies adopted by the CAI Board of Trustees. The extent of such sanction shall be commensurate with the nature, severity, and intent of the violation. In a situation where a firm, principal(s), or supervisory staff is/are involved, sanctions may be imposed on more than one individual or the firm itself.

### IV. Waiver

The applicant, its owners, directors, and staff waive and forever release all claims or causes of action that they may have against CAI, its members, leadership or chapters for actions or decisions made as they relate to qualifying or retaining the AAMC accreditation.

# VI. Community Associations Institute Professional Manager Code of Ethics

The Manager Shall:

1. Comply with current bylaws, standards and practices as may be established from time to time by CAI and all federal, state, and local laws, ordinances, rules, and regulations in effect where the Manager practices.
2. Fulfill duties owed to CAI; including, but not limited to, completely and truthfully complete all applications and renewals, promptly notify CAI of any felony or misdemeanor convictions, judgments or consent decrees, loss of fiduciary liability coverage, loss of license to practice and/or disciplinary action by a professional organization and participate in continuing professional education through CAI and other industry related organizations.
3. Act in the best interests of the Client; refrain from making inaccurate or misleading representations or statements; not knowingly misrepresent facts to benefit the Manager
4. Undertake only those engagements that the Manager can reasonably expect to perform with professional competence.
5. Exercise due care and perform planning and supervision as specified in the written management agreement, job description or duly adopted CAI Board of Trustees policies.
6. Disclose all relationships in writing to the Client regarding any actual, potential, or perceived conflict of interest affecting any relationship between the manager and the Client. The Manager shall take all necessary steps to avoid any perception of favoritism or impropriety during the vendor selection process and negotiation of any contracts.
7. Provide prompt written disclosure to client of any compensation, gratuity, or other form of remuneration from individuals or companies who act or may act on behalf of the Client.
8. Ensure that Client homeowners receive timely communication and response as required by state statutes or legal documents and protect their right of appeal.
9. Disclose to the Client the extent of fidelity or other contractually required insurance carried on behalf of the Manager and/or Client and any subsequent changes in coverage, which occur during the Manager's engagement if the amount is lower than the contract amount requires.
10. See that the funds held for the Client by the Manager are held in a custodial manner only, are in separate accounts, are not misappropriated or commingled with funds of other clients and are returned to the Client at the end of the Manager's engagement in accordance with applicable terms and conditions. Prepare and furnish to the Client accurate and timely financial reports in accordance with the terms of the management agreement, job description or duly adopted Board policies.
11. Recognize the original records, files and books held by the Manager are the property of the Client to be returned to the Client at the end of the Manager's engagement upon request; maintain the duty of confidentiality to all current and former Clients.
12. Refrain from criticizing competitors or their business practices; act in the best interests of their employers; maintain a professional relationship with peers and industry related professionals.
13. Always conduct themselves in a professional manner when acting in the scope of –the Manager's employment. This includes, but is not limited to, refraining from behavior that would reasonably be perceived to be harassing, bullying, discriminatory or unethical.
14. Not engage in any form of anticompetitive conduct in violation of the antitrust laws, including price fixing.
15. Not use the work products of colleagues or competing management firms that are considered proprietary without the expressed written permission of the author or the management firm.

**Compliance with the Professional Manager Code of Ethics is further amplified in the Code Clarification Document provided by the Community Associations Institute.**

*Revised  
September 2006  
August 2021*

## VI. Code Clarification Document

Last revised July 2021

### A. Preamble

The CAI Manager Code of Ethics reflects the commitment that all CAI designation holder professionals make to high standards of competency and ethics. CAI Manager Code of Ethics benefits and protects the public, provides standards for delivering community association management services, and advances community association management as a distinct and valuable profession. Compliance with the CAI Manager Code of Ethics is a requirement of holding CAI designations and accreditations that is critical to the integrity of AMS<sup>®</sup>, PCAM<sup>®</sup>, LSM<sup>®</sup>, RS<sup>®</sup>, CIRMS<sup>®</sup>, and AAMC<sup>®</sup> marks. Violations of the Code may subject designation holder professionals and employers of designation holders to discipline.

### B. Authority

The Code derives its authority from the Community Associations Institute (CAI). CAI's Board of Trustees has established a minimum standard of professional ethical performance for those individuals and companies who receive recognition or designations from CAI.

Those individuals or entities that apply for or hold professional designations from CAI are subject to this Code. Those designations include: PCAM<sup>®</sup>, AMS<sup>®</sup>, LSM<sup>®</sup>, and AAMC<sup>®</sup>.

### C. Definitions

**Manager**—a singular term which shall apply to all the following persons or entities providing or offering some form of community association or financial or administrative or consulting services to one or more Clients:

- a. A single practitioner functioning as a client employee, or
- b. A single practitioner employed by a firm contracted by one or more Clients, or
- c. A principal or supervisory staff member for a firm which is contracted by one or more Clients, or
- d. A firm, which is contracted by one or more Clients, whether it is organized as a corporation, partnership, or other entity.

Because the Code is designed to establish a standard of conduct for the practice of managing community associations, it is equally applicable to individuals and firms. An individual who agrees to abide by this Code shall also be responsible to see that any other person or firm under his/her supervision shall comply with the Code.

**Client**—a singular term applying to one or more community association properties (condominium, homeowner association, cooperative, PUD, PRD, etc.) and their governing body. The Client may employ the Manager directly or through his or her company or be under some form of independent contract with the Manager or his or her company.

### D. Amplification

CAI to further explain and define the Code of Ethics provides the following information.

**The following explanations correspond to the numbered paragraphs in the Professional Manager Code of Ethics:**

1. **Current standards or practices** are those numbered one through fifteen in the Code. Managers who practice in states with legislative requirements must comply with all applicable laws, rules, regulations, and ordinances. Managers shall not discriminate in any relationship, with any individual or firm, based upon race, color, religion, sex, national origin, familial status, or handicap and shall comply with all federal, state, and local laws concerning discrimination. Managers shall not engage in any form of price fixing, anti-trust, or anti-competition with other Managers or vendors.
2. **Duty to CAI.** While CAI membership is not mandatory, the Manager must satisfy the designation requirement to use said designation. Additionally, the Manager has a duty to remain informed on relevant policies, procedures and practices related to the Manager's CAI membership.

The Manager has a duty to inform CAI within 30-days and provide official documentation and a detailed explanation of the following:

- Disciplinary action by any professional organization or licensing agency.
- Conviction of a felony or misdemeanor or imprisonment under sentence (except traffic violations).
- Liable finding or judgement or consent decree in civil court related to any business or professional matter (except for any domestic or family law case)
- Conviction of fraud, misrepresentation, or misappropriation of funds or property
- Loss of ability to obtain fiduciary liability coverage.

## VI. Code Clarification Document (continued)

3. **Act in the best interests of the Client;** Not make any inaccurate or misleading representations or statements to a prospective Client; Not knowingly misrepresent facts to benefit the Manager; the manager has a fiduciary duty/responsibility to the Client and should always act in the best interests of the Client. Managers should avoid exaggeration, misrepresentation, concealment, and knowingly distributing misinformation.
4. **Undertake only those engagements that they can reasonably expect to perform with professional competence;** the Manager shall provide accurate information within his area of expertise and refrain from the unauthorized practice of other professions. No manager should provide service or assistance that is outside his or her field of competence or licensure. For example, but not limitation, managers shall not provide legal, accounting, insurance, or engineering advice and must leave such advice to the appropriate, licensed professionals, including lawyers, insurance, engineers, and accountants. Unless these services are administrative in nature.
5. **Exercise due care and exhibit planning and supervision as specified in the written management agreement, job description, or duly adopted Board policies.** The intent of this statement is for the Manager to make a good faith effort to operate within the framework of the applicable employment/agent relationship and to abide by the terms of said agreement. Any failure of the Manager to fully comply with this requirement shall not be considered relevant unless the failure is material and/or willful.
6. **Disclosure of any possible conflict of interest** is the key here. An example may be of assistance. A Manager (individually or through a company) may have financial interest in a service contractor, supplier, or professional firm that is being considered by that Manager's Client. Disclosure must be in writing and sufficiently in advance of the selection process to allow full consideration of the possible conflicts and any alternatives. The fact that the Client may still choose the Manager's related entity is not a violation of the Code, provided ample disclosure was given.
7. **Provide written disclosure to the Client of any compensation, gratuity, or other form of remuneration from individuals or companies who act or may act on behalf of the Client.** Written disclosure shall be made to the Client by the Manager promptly, confirming receipt of all commissions, rebates, discounts, payments, or other benefits received in excess of \$200.00 annually by the Manager from any vendor or vendor related entity Client.
8. CAI recognizes that **ensuring that homeowners have timely notice or that their appeal rights are protected** is limited by the extent that the Manager can influence his or her Client. Thus, a Manager who makes reasonable efforts to properly advise the Client has complied with this standard, even if the Client chooses to reject the Manager's advice.
9. **Disclose to the Client the extent of fidelity or other contractually required insurance carried on behalf of the Manager and/or Client and any subsequent changes in coverage, which occur during the Manager's engagement if the amount is lower than the contract amount requires.** This standard does not require the Manager to carry fidelity insurance unless an AAMC company or it is required by the contract. The change is based upon any decrease in contractually disclosed/required coverage and/or fidelity bond coverage.
10. **If the Manager is responsible for handling funds for a Client, that Client must have at least one, independent cash account established in the Client's name.** This standard does not preclude a Manager from initially depositing payments into a central account with funds promptly distributed to individual Client accounts, nor does it prohibit a central disbursement or payroll account that is promptly reimbursed by each Client's individual cash account. When a Manager's engagement has ended for a Client, all funds must be returned to the Client the earlier of:
  - the time limit under state statute, or
  - the time limit in the existing management agreement, or
  - within 30 days of the end of the Manager's engagement (see also #12)

The Manager shall prepare and furnish to the Client accurate and timely financial reports in accordance with the terms of the management agreement, job description or duly adopted Board policies.

11. **Original records, files, and books are those items that were given to the Manager at the beginning of his or her engagement or were developed by the Manager and/or the Client during the period of the Manager's engagement.** This definition may be further expanded by the management agreement. Unless provided in such an agreement or otherwise, the Manager has no obligation to provide the Client with Client-related computerized data unless the Client owns the computer and software, and such data can be separated from that data and software which are proprietary to the Manager. For example, if the Manager is a company that

## VI. Code Clarification Document (continued)

maintains homeowner information on its central computer, the Manager shall provide the homeowner information for the Client, in a generally acceptable electronic format. However, regardless of whether the Manager transfers Client data to Client, the Manager must take all reasonable measures to protect the confidential nature of any Client data it stores to prevent unauthorized disclosure of such data.

Those items that the Manager brought to and used during the engagement, such as operation or procedure manuals, remain the property of the Manager.

While the Manager must turn over all records, files, and books, he or she may retain photocopies of those key materials that might be necessary for the Manager in dealing with post-engagement Client-related matters. Return of these items should be consistent with the schedule outlined in #10 above. The Manager shall maintain a duty of confidentiality to all current and former Clients, commencing the effective start date of the relationship and continuing through infinity.

12. ***Refrain from criticizing competitors or their business practices; act in the best interests of their Employers; maintain a professional relationship with peers and industry related professionals.***
13. ***Always conduct themselves in a professional manner when acting in the scope of the Manager's employment.*** This includes, but is not limited to, refraining from behavior that would reasonably be perceived to be harassing, bullying, discriminatory or unethical. Shall conduct themselves in a professional manner when acting in the scope of their employment.  
Managers shall:
  - Ensure that your appearance is appropriate/presentable for the professional circumstance.
  - Exhibit a polite demeanor toward clients.
  - Maintain professional communication with clients and residents.
  - Act with reasonable diligence and promptness.
  - Ensure work should reflect integrity and good faith.
  - Act with integrity, honesty, equity, and fairness to all persons.
  - Not engage in any form of anticompetitive conduct in violation of the antitrust laws, including price fixing.
14. Subject to all Federal, State and Local statutes, laws, rules, and ordinances.
15. Not use the work products of colleagues or competing management firms that are considered proprietary without the expressed written permission of the author or the management firm. Work product that is posted on the internet, e-mailed, presented as part of an education session or industry-related networking exchanges are not considered proprietary unless they are clearly labeled as proprietary documents or subject to further protection under the copyright or registration. Lists of Clients along with their contact and confidential contract information that are maintained by a Management Company are considered proprietary.

### **E. Future**

The Board of Trustees may expand application of this Code, and CAI reserves the right to update, or amend both the Professional Manager Code of Ethics and the Code Clarification Document. Any such revision, updating or amendment shall be promptly promulgated to CAI Manager members and, after due notice, will apply to all members subject to the Code.

### **F. E-mail as Official Correspondence**

The Board of Trustees establishes e-mail as official correspondence in matters relating to alleged violations of CAI Professional Manager Code of Ethics. The CAI Designation Ethics Committee, Chief Executive Officer, or CAI staff designee may elect to notify and or update a designee of a complaint that has been filed against their designation by e-mail, and upon doing so will make effort in tracking delivery of correspondence to ensure the designee has the opportunity to respond.

### **G. Disciplinary Action**

After an internal investigation and hearing as provided in CAI's Ethics Enforcement Procedures Policy, a Manager found to be in violation of this Code shall face a sanction in accordance with the enforcement policies adopted by the CAI Board of Trustees. The extent of such sanction shall be commensurate with the nature, severity, and intent of the violation. In a situation where a firm, principal(s) or supervisory staff are involved, sanctions may be imposed on more than one individual or the firm itself.



## VI. Code Clarification Document (continued)

### Please answer the following questions.

Have you or the company ever been involved in reorganization for the benefit of creditors or in bankruptcy as a debtor? *If yes, attach a detailed explanation.*  YES  NO

Have you or the company ever been convicted of a felony or misdemeanor (equivalents thereof), or imprisoned under sentence for any felony or misdemeanor (except traffic violations)? *If yes, attach a detailed explanation.*  YES  NO

Have you or the company been found liable or had a judgment or consent decree entered against you in civil court related to any business or professional matter or in any other civil case (with the exception of any domestic or family law, e.g., divorce or child custody)? *If yes, attach a detailed explanation and include a copy of the judgment entered against you.*  YES  NO

Have you or the company ever been convicted of fraud, misrepresentation, misappropriation of funds or property? *If yes, attach a detailed explanation.*  YES  NO

Do you know of any reason why you or the company would be unable to obtain bonding? *If yes, attach a detailed explanation.*  YES  NO

Have you or the company ever been subject to disciplinary action by any professional organization? *If yes, attach a detailed explanation.*  YES  NO

### Signature

By signing below, I agree to abide by the CAI Professional Manager Code of Ethics and to be subject to disciplinary action as adopted by the Board of Trustees. All of the information provided by me is complete and correct to the best of my knowledge and belief. If I made or at any time make statements with knowledge of its falsity, I understand that it shall be cause for denial or revocation of the designation.

Further, if any circumstance changes my answer to any of the questions above, I will notify CAI Education/ Designations Department by providing a written statement and detailed explanation within 30 days. I will address the statement and detailed explanation to: CAI Credentialing Department, 6402 Arlington Blvd., Suite 500, Falls Church, VA 22042 or [caieducation@caionline.org](mailto:caieducation@caionline.org).

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PRINTED NAME

SIGNATURE

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FIRM NAME (IF EMPLOYED BY A FIRM OR ARE A PRINCIPAL OR SUPERVISORY STAFF MEMBER OF THE FIRM)

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PRINTED NAME AND SIGNATURE OF AN OFFICER OF THAT FIRM, IF APPLICABLE



6402 Arlington Blvd., Suite 500  
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(888) 224-4321