

## How to Conduct a Successful and Compliant Sales Event

### Your Sales Event Compliance Checklist

The best thing you could do for yourself and your potential clients is to make a dedicated effort to always comply with every Medicare Advantage Plan presentation requirement at all your scheduled sales events.

Due to increased CMS scrutiny of sales seminars, it has become necessary to institute the following regulations. We apologize in advance for the inconvenience this new procedure might cause, however, compliant seminars will ensure that we all will continue to have the ability to conduct these events and can continue to market our popular Today's Options plans.

Thank you for your cooperation. Here is the new procedure:

- Seminars must be scheduled and reported to us by the 15th of the month prior to the date of your seminar using current reporting methods.
- You will be sent this compliance checklist with your acknowledgement.
- All blanks must be initialed for each of the 36 items on the checklist.
- The document must be completed and signed by the agent as indicated on the last page.
- Once completed, this entire document should be sent to:  
Jack Mackin  
VP Compliance  
Universal American  
1001 Heathrow Park Lane  
Suite 5001  
Lake Mary, FL 32746  
*or fax entire document to Jack Mackin at: 407-995-8018*
- Your checklist must be postmarked no later than the 25th of the month prior to your event.
- A checklist must be completed each month that one or more seminars are held, no exceptions.
- You may not conduct your event(s) unless you return your signed and initialed checklist.
- This is effective immediately (including upcoming January seminars).

### Marketing Event Incentives

1. \_\_\_ **I will** never offer rebates or other cash incentives (such as charitable contributions or gift cards) to beneficiaries during the event to influence the beneficiary's decision to enroll.
2. \_\_\_ **I will** never offer or give cash promotions to induce the referral of beneficiaries.
3. \_\_\_ **I will** never promise post-enrollment promotional items to beneficiaries that compensate them based on their utilization of services.
4. \_\_\_ **I will** not offer gifts to potential beneficiaries during the marketing event that exceed \$15 retail value. This includes the per person cost of any food or entertainment at the event.
5. \_\_\_ **I will**, when making statements concerning drawings, prizes or any promise of a free gift, always include a disclaimer indicating there is no obligation to enroll in the plan.

## Your Presentation

6. \_\_\_ **I will** clearly explain in my presentation and materials that the Medicare Advantage product is not a Medicare supplement.
7. \_\_\_ **I will** always include in my materials and read the following disclaimer in the sales presentation: *"A Medicare Advantage Private Fee-for-Service plan works differently than a Medicare supplement plan. Your doctor or hospital must agree to accept the plan's terms and conditions prior to providing healthcare services to you, with the exceptions of emergencies. If your doctor or hospital does not agree to accept our payment terms and conditions, they may not provide healthcare services to you, except in emergencies. Providers can find the terms and conditions on our web site at [www.Todaysoptions.com](http://www.Todaysoptions.com)."*
8. \_\_\_ **I will** include the phrase, "... who agrees to accept our terms and conditions of payment" EVERY TIME I state that enrollees can see any provider.
9. \_\_\_ **I will** not "cherry pick" healthier beneficiaries, while suggesting that others should join a competitor's plan. I understand this does not preclude me from suggesting the beneficiary remain with original Medicare, or select a different plan, if that – in my professional judgment -- appears to be the best option for the beneficiary based on the information provided to me by the beneficiary. Also, I will ensure that the location of my event does not hinder access for any potential enrollee.
10. \_\_\_ **I will** always clearly disclose that members will be responsible for plan premiums, coinsurance, and must continue to pay their Medicare Part B premium. I'll never refer to \$0 premium plans as "free", "no charge", or "no cost to you".
11. \_\_\_ **I will** never misrepresent the benefits and services we provide (e.g., recommended or endorsed by Social Security or Medicare, claim coverage of non-covered items or services such as hot tubs, cosmetic surgery or certain drugs).
12. \_\_\_ **I will** clearly identify the type of product – Medicare Advantage / Private-Fee-for-Service -- being discussed before marketing to potential enrollees.
13. \_\_\_ **I will** always clearly communicate that the beneficiaries will no longer be able to use their original Medicare.
14. \_\_\_ **I will** carefully explain to the beneficiaries that they will realize little or no benefit from their Medicare supplement while enrolled in a PFFS plan. I will also clearly explain that it is up to the beneficiary to cancel their Medicare supplement policy after the effective date of their PFFS plan so that they do not continue incurring premium payment on a Medicare supplement policy.
15. \_\_\_ **I will** always give beneficiaries the correct proposed effective date of coverage.
16. \_\_\_ **I will** clearly communicate provider participation restrictions within the Medicare Advantage plan.
17. \_\_\_ **I will** always properly present the plan in regard to premium, co-payments and deductibles.
18. \_\_\_ **I will** make certain to clearly explain that a Medicare Advantage (PFFS) plan is being offered, NOT a Stand-alone Prescription Drug Plan.

19. \_\_\_ **I will** clearly communicate that Members' providers must bill Today's Options and that providers may not "balance bill" Based on the terms and conditions of Today's Options.
20. \_\_\_ **I will** always disclose the plan's service area and advise that if the member moves from the service area, they will be disenrolled from the plan, with the opportunity to return to original Medicare or switch to an available plan in the area.
21. \_\_\_ **I will** never claim endorsement by CMS or state that CMS recommends that beneficiaries enroll in the plan. I will never imply that I "work for," "represent" or am otherwise "associated with" the government.

### **Marketing Materials (You may only use company produced/approved materials)**

22. \_\_\_ **I will** include the phrase, "... who agrees to accept our terms and conditions of payment" whenever I state that enrollees can see any provider. I will also include that statement in all printed materials wherever they mention that enrollees can see any provider.
23. \_\_\_ **I will** always include in my materials and read the following disclaimer in the sales presentation: "A Medicare Advantage Private Fee-for-Service plan works differently than a Medicare supplement plan. Your doctor or hospital must agree to accept the plan's terms and conditions prior to providing healthcare services to you, with the exceptions of emergencies. If your doctor or hospital does not agree to accept our payment terms and conditions, they may not provide healthcare services to you, except in emergencies. Providers can find the terms and conditions on our web site at [www.Todaysoptions.com](http://www.Todaysoptions.com)."
24. \_\_\_ **I will** include the leaflet in all enrollment kits that provides a complete description of plan rules, including detailed information on a provider's choice whether to accept plan terms and conditions of payment.
25. \_\_\_ **I will** include in the enrollment application form a line item for the beneficiary's verification phone number as well as a description of the enrollment verification process.
26. \_\_\_ **I will** ensure that only CMS-approved marketing materials – including third party materials – are distributed to prospective enrollees.
27. \_\_\_ **I will** ensure the member's responsibility for Medicare Part B premiums is addressed in the pre-enrollment marketing materials.
28. \_\_\_ **I will** ensure that the pre-enrollment marketing materials specify applicable annual limits, applicable annual benefit payout, and applicable co-payments.
29. \_\_\_ I will ensure that the major exclusions and limitations are clearly disclosed in the pre-enrollment marketing materials.
30. \_\_\_ **I will** ensure that the pre-enrollment marketing materials clearly disclose all monetary limits, as well as any restrictive policies that might impact a beneficiary's access to services.
31. \_\_\_ **I will** make sure that when annual dollar amounts or limits are provided, the pre-enrollment marketing materials used will disclose the applicable quarterly or monthly limits and whether any unused portion of that benefit can be carried over from one calendar quarter to the next.

- 32. \_\_\_ **I will** ensure to include a closing statement in the pre-enrollment marketing materials. (For example: "For full information on [organization name] (e.g., routine physical exam, eyeglasses, dental) benefits, call our Customer Service Department at [phone number] and [TTY/TDD number]. Our office hours are [insert hours].")
- 33. \_\_\_ **I will** ensure that pre-enrollment marketing materials fully disclose that the Medicare health plan's contract with CMS is renewed annually and that the availability of coverage beyond the end of the current contract year is not guaranteed.
- 34. \_\_\_ **I will** only use CMS-created comparative information, such as the standardized Summary of Benefits, when comparing the plan against other health plans.

**Applicable only to a Health Care Setting (such as the pharmacy area of retail store)**

- 35. \_\_\_ **I will** never accept enrollment forms at an event in a health care setting, such as at the pharmacy counter in a retail store.
- 36. \_\_\_ **I will** not conduct sales presentations in a health care setting or Health Fair.

Refer to our "Do's & Don'ts" list on AgentLink for additional information.

We know that the consequences of doing things wrong are severe, but **the benefits for doing the right thing can be immense for you** ... the Medicare beneficiaries who attend ... and the Company. Therefore, it is in your own best interest for your events to always be 100% compliant with all CMS guidelines, rules and regulations.

ACKNOWLEDGED and AGREED TO:

\_\_\_\_\_  
Agent Printed Name

\_\_\_\_\_  
Agent Number

\_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Date

*Once completed, this entire document should be sent to:*

Jack Mackin  
VP Compliance  
Universal American  
1001 Heathrow Park Lane  
Suite 5001  
Lake Mary, FL 32746

*or fax entire document to  
Jack Mackin at: 407-995-8018*