

State: Arkansas **Filing Company:** HMO Partners, Inc. d/b/a Health Advantage
TOI/Sub-TOI: HOrg02G Group Health Organizations - Health Maintenance (HMO)/HOrg02G.002B Any Size Group - POS
Product Name: Bank Draft Amendment
Project Name/Number: Amendment/34-176 1/13

Filing at a Glance

Company: HMO Partners, Inc. d/b/a Health Advantage
 Product Name: Bank Draft Amendment
 State: Arkansas
 TOI: HOrg02G Group Health Organizations - Health Maintenance (HMO)
 Sub-TOI: HOrg02G.002B Any Size Group - POS
 Filing Type: Form
 Date Submitted: 12/17/2012
 SERFF Tr Num: HLAD-128814802
 SERFF Status: Closed-Approved-Closed
 State Tr Num:
 State Status: Approved-Closed
 Co Tr Num: 34-176 1/13
 Implementation: 01/01/2013
 Date Requested:
 Author(s): Christi Kittler, Yvonne McNaughton, Frank Sewall, Rita Thatcher, Evelyn Laney
 Reviewer(s): Rosalind Minor (primary)
 Disposition Date: 12/17/2012
 Disposition Status: Approved-Closed
 Implementation Date:
 State Filing Description:

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General Information

Project Name: Amendment
 Project Number: 34-176 1/13
 Requested Filing Mode: Review & Approval
 Explanation for Combination/Other:
 Submission Type: New Submission
 Group Market Type: Employer
 Filing Status Changed: 12/17/2012
 State Status Changed: 12/17/2012
 Created By: Evelyn Laney
 Corresponding Filing Tracking Number:
 Status of Filing in Domicile: Pending
 Date Approved in Domicile:
 Domicile Status Comments: Arkansas is state of domicile.
 Market Type: Group
 Group Market Size: Small and Large
 Overall Rate Impact:
 Deemer Date:
 Submitted By: Evelyn Laney
 PPACA: Not PPACA-Related
 PPACA Notes: null
 Include Exchange Intentions: No

Filing Description:

Attached please find amendment 34-176 1/13 for your review and approval if indicated.

This amendment provides that under "Payment of Premium" that payment shall be automatically drafted the first day of the Contract Month or if the Contract Month falls on a weekend or a holiday, the draft will occur the next business day.

Also attached is a Flesch Reading Ease score certification signed by an officer of the company as required by Arkansas Code Annotated §23-80-206(d).

I certify that the submission meets the provisions of Arkansas Insurance Department Rule & Regulation 19.

I certify that the Life and Health Guaranty Association Notices required by Arkansas Insurance Department Rule & Regulation 49 are incorporated in the Evidences of Coverage.

I further certify that the consumer information notice required by Arkansas Code Annotated §23-79-138 is incorporated in the Evidences of Coverage to which this amendment is attached.

Please feel free to contact me at 378-2165 with any questions you may have.

Company and Contact

Filing Contact Information

Evelyn Laney, Senior Compliance Analyst exlaney@arkbluecross.com
 320 West Capitol, Ste 211 501-378-2165 [Phone]
 Little Rock, AR 72201 501-378-2975 [FAX]

Filing Company Information

HMO Partners, Inc. d/b/a Health Advantage	CoCode: 95442	State of Domicile: Arkansas
320 West Capitol	Group Code:	Company Type:
Little Rock, AR 72203-8069	Group Name:	State ID Number: N/A
(501) 378-2967 ext. [Phone]	FEIN Number: 71-0747497	

Filing Fees

State: Arkansas **Filing Company:** HMO Partners, Inc. d/b/a Health Advantage
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Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: \$50.00
 Per Company: No

Company	Amount	Date Processed	Transaction #
HMO Partners, Inc. d/b/a Health Advantage	\$50.00	12/17/2012	65806646

SERFF Tracking #:

HLAD-128814802

State Tracking #:

Company Tracking #:

34-176 1/13

State:

Arkansas

Filing Company:

HMO Partners, Inc. d/b/a Health Advantage

TOI/Sub-TOI:

HOrg02G Group Health Organizations - Health Maintenance (HMO)/HOrg02G.002B Any Size Group - POS

Product Name:

Bank Draft Amendment

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Amendment/34-176 1/13

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	12/17/2012	12/17/2012

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Disposition

Disposition Date: 12/17/2012

Implementation Date:

Status: Approved-Closed

HHS Status: HHS Approved

State Review: Reviewed-No Actuary

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	Yes
Supporting Document	PPACA Uniform Compliance Summary	Approved-Closed	Yes
Form	Amendment	Approved-Closed	Yes

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Form Schedule

Lead Form Number: 34-176 1/13

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1	Approved-Closed 12/17/2012	Amendment	34-176 1/13	CERA	Initial		40.700	34-176 1-13BankDraft.pdf

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
OTH	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages



AMENDMENT TO THE HEALTH ADVANTAGE GROUP ENROLLMENT CONTRACT

In consideration of Health Advantage issuing/reinstating the Group Enrollment Contract issued to _____ hereinafter referred to as “the Group,” effective on _____, the Group agrees to this amendment.

The Group Enrollment Contract is amended as follows:

Definitions – 1.7, Grace Period

The definition of “Grace Period” reads as follows:

Grace Period means the period of consecutive days beginning with any premium due date after the first which shall be allowed for payment of premium. **There is no Grace Period provided under this contract.**

Covenants of the Group – 2.4 , Payment of Premium

The provision entitled “Payment of Premium” reads as follows:

Payment of Premium

Health Advantage will automatically draft the premium for covered Subscribers and Dependents on the first day of the Contract Month. If the first day of the Contract Month falls on a Saturday, Sunday or a legal holiday, the draft will occur the next business day.

General Provisions – 4.11, Grace Period

The provision entitled “Grace Period” reads as follows:

Grace Period

Any premium for this coverage which is not paid on or before the date it becomes due is in default. **There is no Grace Period provided under this contract.**

General Provisions – 4.12, Termination of This Contract

This provision entitled “Termination of This Contract” reads as follows:

Termination of This Policy

1. The Group may terminate this Contract on any premium due date by giving Health Advantage written notice of termination in advance of the premium due date. Any premiums paid beyond the requested termination date shall be refunded.
2. Health Advantage may terminate this Contract on any premium due date if:
 - a. the premium due is not paid within the Grace Period;
 - b. the percentage of eligible Subscribers of the Group covered by the Contract becomes less than the percentage of Subscriber participation

- specified in the Group Application, or if the number of Subscribers falls below the minimum number of Subscribers specified in the Group Application;
- c. the Group fails to contribute the agreed upon share of the premiums specified in the Group Application; or
 - d. the Group performs an act or practice that constitutes fraud or makes an intentional misrepresentation of a material fact under the terms of the coverage.
3. Health Advantage may terminate this Contract upon giving the Group 90 days notice, in the event Health Advantage discontinues issuing this Contract form in the State of Arkansas. In such event Health Advantage shall offer the Group the option to purchase any other group health coverage currently being offered by Health Advantage in Arkansas.
 4. When the Contract terminates, the Group is liable to Health Advantage for payment of all premiums and late charges which are due but unpaid at the time of termination or for reimbursement to Health Advantage for the costs of services rendered during the Grace Period, including but not limited to any and all claims, damages, fines, penalties, losses, expenses, judgments, awards, settlements, punitive damages, attorneys' fees or costs of any kind which are incurred by Health Advantage as a result of any claim or lawsuit a Member makes for services received during the Grace Period.
 5. It is the duty of the Group, and not Health Advantage, to notify all affected Members that the Contract and their coverage is terminated. Health Advantage shall not be responsible under any circumstances to provide notices to any employee or other covered person of the status of premium payments, coverage or the lack of coverage under this Contract or the Plan.
 6. If this Contract terminates, the Group shall not be eligible to reapply for another contract with Health Advantage for a period of six months from the date this Contract terminated.
 7. **Automatic Termination of Non-Payment of Premium**

If any premium payment is not made in advance as specified in this amendment, this Contract shall automatically terminate as of the last day of the Contract Month for which premium has been paid. Termination shall occur automatically and without notice, and such automatic termination shall not be waived or modified by any oral or written statement of any Group employee or agent, including by not limited to any premium invoice or delinquency or reinstatement letters received from the Group. Waiver of termination or a decision by the Group to reinstate this Contract following any automatic termination shall occur only upon such terms and conditions as the Group, at its discretion may require, and shall further require the signature of the President or a Senior Vice President of the Group on a letter specifically referencing such waiver or reinstatement after the automatic termination. Waiver or reinstatement in any one or more instances shall not constitute precedent as to any subsequent instance, nor obligate the Group with respect to any subsequent instance.

This amendment becomes a part of the Health Advantage Group Enrollment Contract. All provisions of the Group Enrollment Contract which are not contrary to the provisions of this amendment remain in full force and effect.



David F. Bridges, President
HMO PARTNERS, INC, d/b/a/ HEALTH ADVANTAGE
P.O. Office Box 8069, Little Rock, Arkansas 72203-8069

IN WITNESS WHEREOF, the Group indicates its acceptance of this amendment by causing it to be executed by a duly authorized officer.

Type or write full and accurate legal name of the Group

BY: _____
(Signature)

(Print Name)

(Title)

(Date)

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Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification	Approved-Closed	12/17/2012
Comments:	Please see attached.		
Attachment(s):	Flesch Certification Form HA, 34-176 1-13bkdraft.pdf		

		Item Status:	Status Date:
Bypassed - Item:	Application	Approved-Closed	12/17/2012
Bypass Reason:	Not required.		

		Item Status:	Status Date:
Bypassed - Item:	Health - Actuarial Justification	Approved-Closed	12/17/2012
Bypass Reason:	Not required.		

		Item Status:	Status Date:
Bypassed - Item:	PPACA Uniform Compliance Summary	Approved-Closed	12/17/2012
Bypass Reason:	Not PPACA related.		

Health Advantage



An Independent Licensee of the Blue Cross and Blue Shield Association

**Re: HMO Partners, Inc. d/b/a Health Advantage
Form No. 34-176 1/13**

FLESCH READING EASE CERTIFICATION

This is to certify that the above referenced document has achieved a Flesch Reading Ease Score average of 40.7 and complies with the requirements of A.C.A. §23-80-201 *et. seq.*, cited as the Life and Disability Insurance Policy Language Simplification Act.

Dail Brulje

Name

President

Title

December 17, 2012

Date