

Application For Amended Group Coverage -- Signature Pages:

NOTE: This document is important. It affects your legal rights and obligations.

This Application is for employee benefit coverage or administration provided by Great-West Life & Annuity Insurance Company (Great-West) or one of its affiliates.

30876

City of Long Beach #359620 & 50703

Effective 1/1/10 & 2/1/10

Benefit Revisions

If there are any additional benefits not previously indicated, please identify them here. In the Benefit column, list coverage affected, then in Description column describe the benefit. There will be an extra cost for each additional benefit listed. You may list up to 4 additions.

Benefit	Description
See attached document	

The Applicant understands that Great-West will provide amended Booklets, if any, electronically to the Applicant. The Applicant is responsible for distributing booklets (electronically or otherwise) to employees.

The Applicant accepts and agrees that approval of the Application and the final rates, fees, and factors so determined will be based on the final enrollment and eligibility information provided to Great-West by the Applicant, including the final proportion of employees electing coverage under the contract(s) for which Application is made. Approval and final rates, fees and factors will also be subject to qualification under the current underwriting rules and practices. Underwriting rules which are used by Great-West, which include but are not limited to:

- Great-West is the sole provider of medical expense benefits.
- No more than 10% of eligible employees will be covered under a retiree class of benefits.
- The number of employed family members related to all company officers will be less than or equal to the larger of 5 or 10% of the number of eligible employees.
- The Applicant will fund at least 50% of total plan costs or 100% of employee costs.
- Employee participation minimum standards that more than 50% of eligible employees will apply for coverage under the medical plan.
- Dependent participation minimum standards that more than 65% of employees with eligible dependents, excluding those who elect to waive benefits (dependents covered under another plan), will apply for dependent coverage under the medical plan.
- Life insurance standard that the average certificate amount for one class can be no greater than 2 ½ times the average certificate of the next lower class, and/or that there must be at least 2 employees per class excluding the highest class, which may include just 1 employee.

The Applicant understands that any issue of medical malpractice on Great-West Healthcare of California will be decided by neutral arbitration. The member, by accepting coverage under the plan, gives up his or her right to a jury or court trial.

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Please note the terms Stop Loss and Excess Loss may be used interchangeably throughout this document.

FRAUD WARNING: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

District of Columbia requires the following notice:

WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the Applicant.

State law of Florida requires the following notice:

FRAUD WARNING: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

State law of Georgia requires the following notice:

The self-funded welfare benefit plan of the Plan Sponsor is not regulated nor approved under the insurance laws of Georgia.

State law of Louisiana requires the following notice:

FRAUD WARNING: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

State law of Maryland requires the following notice:

Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

State law of New York requires the following notice:

FRAUD WARNING: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

State law of Oregon requires the following notice:

FRAUD WARNING: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties.

Puerto Rico requires the following notice:

FRAUD WARNING: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. If aggravating circumstances are present, the penalty thus established may be increased to a maximum of five (5) years; and if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

State law of Virginia requires the following notice:

FRAUD WARNING: Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be in violation of state law.

State law of Washington requires the following notice:

FRAUD WARNING: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

The following notices apply to Stop Loss coverage:

State law of Arkansas requires the following notice:

NOTICE: Employers/plan sponsors of self-funded health plans should not consider the purchase of stop loss coverage and/or excess loss coverage as complete protection from all liability created by the self-funded health plan. Employer/plan sponsors

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should be aware that the failure to comply with the terms of the stop loss policy and/or the provisions in the self-funded plan may cause the employer/plan sponsor to incur liabilities under the health plan. For instance, if medical claims are paid on an ineligible individual, the stop loss carrier may deny the reimbursement under the stop loss policy. In addition, the Arkansas Life and Health Insurance Guaranty Association does not cover claims reimbursable under a stop loss policy.

State law of Minnesota requires the following notice:

THE STOP LOSS POLICY IS NOT PROTECTED BY THE MINNESOTA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION OR THE MINNESOTA INSURANCE GUARANTY ASSOCIATION. IN THE CASE OF INSOLVENCY, PAYMENT OF CLAIMS IS NOT GUARANTEED. ONLY THE ASSETS OF THIS INSURER WILL BE AVAILABLE TO PAY YOUR CLAIM.

State law of Mississippi requires the following notice:

IMPORTANT NOTICE ABOUT THE STOP LOSS POLICY FOR WHICH YOU (APPLICANT) HAVE APPLIED. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. READ THE FOLLOWING INFORMATION CAREFULLY.

- 1 The policy for which you have applied includes a binding arbitration agreement.
- 2 The arbitration agreement requires that any dispute related to the policy must be resolved by arbitration and not in a court of law.
- 3 The results of the arbitration are final and binding on you and the insurance company.
- 4 In an arbitration proceeding, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions of the parties.
- 5 When you accept the insurance policy, you agree to resolve any dispute related to the policy by binding arbitration instead of a trial in court, including a trial by jury.
- 6 Binding arbitration generally takes the place of resolving disputes by a judge and jury.
- 7 Should you need additional information regarding the binding arbitration provision in the policy, you may contact our toll free assistance line at 1-866-244-8081.

ACKNOWLEDGEMENT OF ARBITRATION AGREEMENT: By my signature below, I acknowledge that I have read this statement. I understand that I am voluntarily surrendering the Applicant's right to have any dispute between the insurance company and myself resolved in court. This means that I am waiving the Applicant's right to a trial by jury.

The undersigned ("the Applicant") hereby authorizes Great-West to amend the contracts and policies issued by Great-West, as specified in this Application. Such amendments to the policies, contracts, or booklets are to be effective. Great-West agrees to deliver the documents in a timely manner.

It is the Applicants responsibility, upon receipt of the amendment to the contract or policy or the booklet, to promptly review the amendment within a reasonable time, but not to exceed 60 days from the date of the cover letter, containing the amendment, is sent to the Applicant. If the Applicant agrees and accepts the amendment, the Applicant must sign and return the amendments within 60 days from the date of the cover letter. If the Applicant disapproves, the Applicant must contact us within 60 days from the date of the cover letter. If the Applicant fails to communicate with us within the time frame specified above, it will constitute the Applicant's acceptance of the amendment as submitted. In such event, the Applicant's signature given below is also intended hereby as the Applicant's execution of the amendment.

Full Legal Name of the Firm: City of Long Beach

Effective Date: 1/1/10 & 2/1/10

By: (Printed Name): Patrick H. West
Applicant Signature: [Signature] Assistant City Manager
Title: City Manager
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM

Jan 26, 2010
ROBERT E. SHANNON, CITY ATTORNEY
By: [Signature]
Deputy City Attorney
Dated:

**City of Long Beach Revision 1/1/10 & 2/1/10
Plan #50703**

7.0 Effective 1/1/10 Renewal Amendment

1. Termination of Mellon HSA employer sponsored account access for Early Retirees and Dependents of MSB members. Plan remains HSA eligible but members will need to find their own investment institution. No change to division / class structure but delete HSA eligibility reporting to Mellon for those division/classes. Mellon Fee of \$4.50 only applies to Active members.

HSA With Mellon	061	111	EARLY RETIREE INDIVIDUAL <65 IAMAW
	A=02/01/09		
HSA With Mellon	061	211	EARLY RETIREE INDIVIDUAL <65 ASSOC OF
ENGINEERING	A=02/01/09		
HSA With Mellon	061	311	EARLY RETIREE INDIVIDUAL <65 ASSOC OF
CONFIDENTIAL	A=02/01/09		
HSA With Mellon	061	411	EARLY RETIREE INDIVIDUAL < 65 LIFEGUARD
	A=02/01/09		
HSA With Mellon	061	511	EARLY RETIREE INDIVIDUAL < 65 CTY ATTORNEY
	A=02/01/09		
HSA With Mellon	061	611	EARLY RETIREE INDIVIDUAL < 65 CTY
PROSECUTORS	A=02/01/09		
HSA With Mellon	061	711	EARLY RETIREE INDIVIDUAL < 65 POLICE
OFFICERS	A=02/01/09		
HSA With Mellon	061	811	EARLY RETIREE INDIVIDUAL < 65 FIREFIGHTER
ASSOC	A=02/01/09		
HSA With Mellon	061	911	EARLY RETIREE INDIVIDUAL < 65 NON BARG MGMT
	A=02/01/09		
HSA With Mellon	161	111	EARLY RETIREE INDIVIDUAL < 65 W/DOM PARTNERS
THRIFT	A=02/01/09		
HSA With Mellon	561	111	USL EARLY RETIREE INDIVIDUAL <65 HD PPO
IAMAW	A=02/01/09		
HSA With Mellon	561	211	USL EARLY RETIREE INDIVIDUAL < 65 ASSOC OF
ENGINEERING	A=02/01/09		
HSA With Mellon	561	311	USL EARLY RETIREE INDIVIDUAL < 65 ASSOC OF
CONFIDENTIAL	A=02/01/09		
HSA With Mellon	561	411	USL EARLY RETIREE INDIVIDUAL < 65 LIFEGUARD
	A=02/01/09		
HSA With Mellon	561	511	USL EARLY RETIREE INDIVIDUAL < 65 CTY
ATTORNEY	A=02/01/09		
HSA With Mellon	561	611	USL EARLY RETIREE INDIVIDUAL < 65 CTY
PROSECUTORS	A=02/01/09		
HSA With Mellon	561	711	USL EARLY RETIREE INDIVIDUAL < 65 POLICE
OFFICERS	A=02/01/09		
HSA With Mellon	561	811	USL EARLY RETIREE INDIVIDUAL < 65
FIREFIGHTER ASSOC	A=02/01/09		
HSA With Mellon	561	911	USL EARLY RETIREE INDIVIDUAL < 65 NON BARG
MGMT	A=02/01/09		
HSA With Mellon	061	112	EARLY RETIREE FAMILY < 65 IAMAW
	A=02/01/09		

HSA With Mellon	061	212	EARLY RETIREE FAMILY < 65 ASSOC OF
ENGINEERING A=02/01/09			
HSA With Mellon	061	312	EARLY RETIREE FAMILY < 65 ASSOC OF
CONFIDENTIAL A=02/01/09			
HSA With Mellon	061	412	EARLY RETIREE FAMILY < 65 LIFEGUARD
A=02/01/09			
HSA With Mellon	061	512	EARLY RETIREE FAMILY < 65 CTY ATTORNEY
A=02/01/09			
HSA With Mellon	061	612	EARLY RETIREE FAMILY < 65 CTY PROSECUTORS
A=02/01/09			
HSA With Mellon	061	712	EARLY RETIREE FAMILY < 65 POLICE OFFICERS
A=02/01/09			
HSA With Mellon	061	812	EARLY RETIREE FAMILY < 65 FIREFIGHTER ASSOC
A=02/01/09			
HSA With Mellon	061	912	EARLY RETIREE FAMILY < 65 NON BARG MGMT
A=02/01/09			
HSA With Mellon	161	112	EARLY RETIREE FAMILY < 65 W/DOM PARTNERS
A=02/01/09			
HSA With Mellon	561	112	USL EARLY RETIREE FAMILY < 65 IAMAW
A=02/01/09			
HSA With Mellon	561	212	USL EARLY RETIREE FAMILY < 65 ASSOC ENGIN
A=02/01/09			
HSA With Mellon	561	312	USL EARLY RETIREE FAMILY < 65 ASSOC CONFID
A=02/01/09			
HSA With Mellon	561	412	USL EARLY RETIREE FAMILY < 65 LIFEGUARD
A=02/01/09			
HSA With Mellon	561	512	USL EARLY RETIREE FAMILY < 65 CTY ATTORNEY
A=02/01/09			
HSA With Mellon	561	612	USL EARLY RETIREE FAMILY < 65 CTY
PROSECUTORS A=02/01/09			
HSA With Mellon	561	712	USL EARLY RETIREE FAMILY < 65 POLICE
OFFICERS A=02/01/09			
HSA With Mellon	561	812	USL EARLY RETIREE FAMILY < 65 FIREFIGHTER
ASSOC A=02/01/09			
HSA With Mellon	561	912	USL EARLY RETIREE FAMILY < 65 NON BARG MGMT
A=02/01/09			
HSA With Mellon	064	111	EARLY RETIREE INDIVIDUAL <65 IAMAW
A=02/01/09			
HSA With Mellon	064	211	EARLY RETIREE INDIVIDUAL <65 ASSOC OF
ENGINEERING A=02/01/09			
HSA With Mellon	064	311	EARLY RETIREE INDIVIDUAL <65 ASSOC OF
CONFIDENTIAL A=02/01/09			
HSA With Mellon	064	411	EARLY RETIREE INDIVIDUAL <65 LIFEGUARD
A=02/01/09			
HSA With Mellon	064	511	EARLY RETIREE INDIVIDUAL <65 CTY ATTORNEY
A=02/01/09			
HSA With Mellon	064	611	EARLY RETIREE INDIVIDUAL <65 CTY PROSECUTORS
A=02/01/09			
HSA With Mellon	064	711	EARLY RETIREE INDIVIDUAL <65 POLICE OFFICERS
A=02/01/09			
HSA With Mellon	064	811	EARLY RETIREE INDIVIDUAL <65 FIREFIGHTER
ASSOC A=02/01/09			
HSA With Mellon	064	911	EARLY RETIREE INDIVIDUAL <65 NON BARG MGMT
A=02/01/09			

HSA With Mellon #4399 A=02/01/09	064	813	EARLY RETIREE INDIVIDUAL <65 FIREFIGHTER-IHN
HSA With Mellon #4399 A=02/01/09	064	814	EARLY RETIREE FAMILY <65 FIREFIGHTERS ? IHN
HSA With Mellon Midlands #3341 A=02/01/09	064	113	EARLY RETIREE INDIVIDUAL <65 FIREFIGHTER-
HSA With Mellon Midlands #3341 A=02/01/09	064	114	EARLY RETIREE FAMILY <65 FIREFIGHTERS ?
HSA With Mellon A=02/01/09	064	112	EARLY RETIREE FAMILY <65 IAMAW
HSA With Mellon ENGINEERING A=02/01/09	064	212	EARLY RETIREE FAMILY <65 ASSOC OF
HSA With Mellon CONFIDENTIAL A=02/01/09	064	312	EARLY RETIREE FAMILY <65 ASSOC OF
HSA With Mellon A=02/01/09	064	412	EARLY RETIREE FAMILY <65 LIFEGUARD
HSA With Mellon A=02/01/09	064	512	EARLY RETIREE FAMILY <65 CTY ATTORNEY
HSA With Mellon A=02/01/09	064	612	EARLY RETIREE FAMILY <65 CTY PROSECUTORS
HSA With Mellon A=02/01/09	064	712	EARLY RETIREE FAMILY <65 POLICE OFFICERS
HSA With Mellon A=02/01/09	064	812	EARLY RETIREE FAMILY <65 FIREFIGHTER ASSOC
HSA With Mellon A=02/01/09	064	912	EARLY RETIREE FAMILY <65 NON BARG MGMT
HSA With Mellon PARTNERS A=02/01/09	164	111	EARLY RETIREE INDIVIDUAL <65 DOMESTIC
HSA With Mellon A=02/01/09	164	112	EARLY RETIREE FAMILY <65 DOMESTIC PARTNERS

2. ER and all related service will be paid as follows

OAP 100 and 90 plans

100% after \$75 subject to in and out of network (out of network subject to UCR)

PPO Coinsurance plan

80% after in-network calendar year deductible subject to in and out of network (out of network subject to UCR)

HDHP

90% after calendar year deductible subject to in and out of network (out of network subject to UCR)

3. Ambulance service will be paid as follows

OAP 100

100% in and out of network after in-network calendar year deductible (out of network subject to UCR)

OAP 90

90% in and out of network after in-network calendar year deductible
(out of network subject to UCR)

HDHP

90% in and out of network after in-network calendar year deductible
(out of network subject to UCR)

PPO COINSURANCE

80% in and out of network after in-network calendar year deductible
(out of network subject to UCR)

Note: For Active Employees and dependents of MSBs... benefits are effective 1/1/10. For Early Retirees the benefits are effective 2/1/10

4. COLB is taking the exemption and will not be changing their Mental Health Substance Abuse provisions
5. Savings Initiative increase from 33.3% to 35.4%. Examples of Savings Initiative programs include 2nd tier networks, Out-of-Network Negotiations, Out-of-Network Repricing, Credit Balance Recoveries, Subrogation, COB, Hospital Bill Audits.
6. Client adopting Great-West Standard wording for the following (also being sent under separate cover "The Benefit Modification Document")
 - A. The definition for "medically necessary" needs to be updated with current language.
 - B. The definition of orthotics
 - C. Skill Nursing Facility
 - D. Treatment of Morbid Obesity
 - E. Home Health Care
 - F. Family Planning
 - G. Custodial Care
 - H. Proof of Claim Submission
 - I. Reconstructive Services and Surgery
 - J. Medical Necessity
 - K. Domestic Partner (Ca Mandated wording)
 - L. Handicapped Child
 - M. Medical Child Support Order
 - N. Loss of Residency
 - O. Ending Coverage for Dependents
 - P. Transitional Care
 - Q. Physical Therapy
 - R. Speech Therapy
 - S. Enteral Nutrition
 - T. Clinical Trails
 - U. Supplemental Networks
 - V. Biofeedback, subject to medical necessity
 - W. Claim Appeals
 - X. Benefit limitations include the following:
 1. Gene manipulation therapy which may become a significant expense in the future.

2. Osteotomy, orthognathic surgery, maxillofacial orthopedics or related treatment for deformities caused by anything other than cancer or trauma. This language defines who are eligible malocclusions verses those members who just don't like the shape of their jaw. However, one additional exception diagnostic category the COLB might want to add in addition to cancer or trauma is ?Obstructive Sleep Apnea? Which sometimes does require orthognathic surgery for treatment. This can be a potentially life-threatening condition and orthognathic surgery to correct it should be covered.
 3. Care or treatment to the teeth, gums or supporting structures such as but not limited to periodontal treatment, endodontic treatment services, extractions, implants or any treatment to improve the ability to chew or speak unless otherwise covered under this plan. This is another means of limiting coverage for the treatment of malocclusions and clearly stating dental care is not covered.
 - Y. Transcutaneous Electrical Nerve Stimulation (TENS) units (DME) are covered subject to medically necessity. Please update booklet with standard wording.
7. Change Non-Network ER hospital admission policy to standard - applicable to OA 100, OA 90, PPO, and HDHP plans. Standard provision allows Non-network hospital admissions that occur directly from a Non-network ER visit will be paid at the network coinsurance and deductible until stabilized (out of network subject to UCR).

**City of Long Beach Revision 1/1/10
Plan #359620**

3.0 Effective 1/1/10 Renewal Amendment

Great-West now part of CIGNA will pay claims for the Hospital Indemnity Plan.

Claims payment administration - all claims mailed from the employee directly to Adam Boggess for handling. COLB will maintain BENLINK eligibility. Fee is .42 PEPM.