



MissionSquare Retirement Health Savings (RHS) Plan Amendment Packet

To amend your existing RHS Plan, please complete the entire Adoption Agreement, including items that are not being amended. When you send your amendment to MissionSquare Retirement, please summarize the changes in your cover letter.

Please note that MissionSquare does not require the use of a resolution to amend the plan. Should you require legislative action, you may use the enclosed Suggested Resolution for Amendment. If you do not require legislative action, you may complete the Suggested Affirmative Statement for Amendment which is also enclosed.

When amending the RHS Plan, you should consider nondiscrimination rules. Please review the information in Nondiscrimination Requirements document included in this packet.

Once the amendment is completed, retain a copy for your records and send the original with the cover letter and either the resolution or the affirmative statement to MissionSquare as follows:

MAIL:

MissionSquare Retirement
Attn: Plan Services
PO Box 219320
Kansas City, MO 64121-9320

FAX:

MissionSquare Retirement
Attn: Plan Services
(844) 677-3297

ONLINE:

Log in to the employer website to send a secure message and upload your documents to MissionSquare.

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MissionSquare RHS Adoption Agreement

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MissionSquare Retirement Health Savings (RHS) Adoption Agreement

Plan Number: 8 03662

Select as applicable:

Standalone RHS Integrated RHS Amendment to Existing Plan

I. Employer Name: The City of Elk Grove State: CA

II. The Employer hereby attests that it is a unit of a state or local government or an agency or instrumentality of one or more units of a state or local government.

III. Plan Dates:

A. Plan Amendment Effective Date 10/1/2024

B. Plan Year: Enter the annual accounting period for the RHS program. Calendar Year

IV. The Employer intends to utilize the Trust to fund only welfare benefits pursuant to the following welfare benefit plan(s) established by the Employer: City of Elk Grove RetirementHealthSavings

V. Eligible Groups, Participation and Participant Eligibility Requirements

A. Eligible Groups

The following group or groups of Employees are eligible to participate in the Employer’s welfare benefits plan identified in Section IV. (check all applicable boxes):

- All Employees
- All Full-Time Employees
- Non-Union Employees
- Public Safety Employees - Police
- Public Safety Employees - Firefighters
- General Employees
- Collectively-Bargained Employees (Specify unit(s)) _____
- Other (specify group(s)) _____

The Employee group(s) specified must correspond to a group(s) of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other documents or provisions in effect in the state or locality of the Employer.

B. Participation

Mandatory Participation: All Employees in the covered group(s) are required to participate in the Plan and shall receive contributions pursuant to Section VI.

If the Employer’s underlying welfare benefit plan is in whole or part a non-collectively bargained plan that allows reimbursement for medical expenses other than insurance premiums, the nondiscrimination requirements of Internal Revenue Code (IRC) Section 105(h) will apply. These rules may impose taxation on the benefits received by highly compensated individuals if the Plan discriminates in favor of highly compensated individuals in terms of eligibility or benefits. The Employer should discuss these rules with appropriate counsel.

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C. Participant Eligibility Requirements

1. Minimum service: The minimum period of service required for participation is N/A
(write N/A if no minimum service is required).
2. Minimum age: The minimum age required for eligibility to participate is N/A
(write N/A if no minimum age is required).

VI. Contribution Sources and Amounts

A. Definition of Earnings

The definition of Earnings will apply to all RHS Contribution Features that reference "Earnings," including Direct Employer Contributions (Section VI.B.1.) and Mandatory Employee Compensation Contributions (Section VI.B.2.).

Definition of earnings: N/A

B. Direct Employer Contributions and Mandatory Contributions

Contributions for participants include:

1. Direct Employer Contributions

The Employer shall contribute on behalf of each Eligible Employee

_____% of Earnings*

\$_____ each Plan Year

A discretionary amount to be determined each Plan Year

Other (describe): See Attached

2. Mandatory Employee Compensation Contributions

The Employer will make mandatory contributions of Employee compensation as follows:

Reduction in Salary – See A% of Earnings or \$_____ will be contributed for the Plan Year.

Decreased Merit or Pay Plan Adjustment – All or a portion of the Employees' annual merit or pay plan adjustment will be contributed as follows:

An Employee shall not have the right to discontinue or vary the rate of mandatory contributions of employee compensation.

3. Mandatory Employee Leave Contributions

The Employer will make mandatory contributions of accrued leave as follows (provide formula for determining mandatory employee leave contributions):

Accrued Sick Leave _____

Accrued Vacation Leave _____

Other (specify type of leave) Accrued Leave See Attached

An Employee shall not have the right to discontinue or vary the rate of mandatory leave contributions.

* Non-collectively bargained plans that reimburse medical expenses other than insurance premiums should consult their benefits counsel regarding welfare plan nondiscrimination rules if the employer elects to make contributions based on a percentage of earnings.

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B. The account will become 100% vested upon the death, disability, retirement*, or attainment of benefit eligibility (as outlined in Section IX) by a Participant.

* Definition of retirement includes a separation from service component and is further defined by (check one):

- The primary retirement plan of the Employer
 Completion of _____ years of continuous service
- Normal Retirement Age (NRA) of _____

Check this option ONLY if you want the automatic vesting feature to be turned on. Providing an NRA establishes an automatic vesting feature that automatically makes the participant 100% vested when the participant reaches the NRA regardless of any service requirement. If NRA is left blank, the standard default is age 62, and automatic vesting feature is turned off regardless of whether NRA is selected.

Other _____

If your plan has multiple definitions of retirement, please notify MissionSquare Retirement, and note that it is the employer's responsibility to maintain and provide vested percentage for eligible employees upon benefit eligibility by submitting a letter of instruction (LOI) with the required data to MissionSquare Retirement.

C. Any period of service by a Participant prior to a rehire of the Participant by the Employer shall not count toward the vesting schedule outlined in A above.

VIII. Forfeiture Provisions

If a Participant separates from service prior to full vesting, non-vested funds in the Participant's account shall be forfeited in accordance with the box checked under this section.

Upon the death of a Participant, surviving spouse, and all surviving eligible dependents (as outlined in Section XI), funds remaining in the Participant's account shall revert to the Trust in accordance with the box checked under this section.

If a Participant permanently opts out and waives future reimbursements, as allowed under IRS Notice 2013-54, all funds in the Participant's account at the time of waiver shall be forfeited in accordance with the box checked under this section.*

Remain in the Trust to be reallocated among all Plan Participants with a balance as Direct Employer Contributions for the next and succeeding contribution cycle(s).**

- Remain in the Trust to be reallocated on an equal dollar basis among all Plan Participants with a balance.**

Remain in the Trust to be reallocated among all Plan Participants based upon Participant account balances.**

* If the Employer's RHS Program does not limit eligibility to Participants who have separated from service, the Employer will be required to provide further direction to MissionSquare regarding the treatment of possible contributions that are required to be made following the Participant's waiver.

** If the forfeited balance is small whereby the reallocation amount to each Plan Participant with a balance is minimal, the assets will revert to Employer's forfeiture account for further direction from the Employer. If there are Participants without a balance who should receive forfeiture assets, please provide alternative instructions to MissionSquare on the forfeiture reallocation notice.

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IX. Eligibility Requirements to Receive Medical Benefit Payments from the MissionSquare Retirement Health Savings Program

A. A Participant is eligible to receive benefits:

At retirement only (also complete Section B.)

Definition of retirement:

Same as Section VII.B.

Other _____

At separation from service with the following restrictions

No restrictions

Other _____

B. Termination prior to general benefit eligibility: In a case where the general benefit eligibility as outlined in Section IX.A includes a retirement component, a Participant who separates from service of the Employer prior to retirement will be eligible to receive benefits:

Immediately upon separation from service

Other _____

C. A Participant who becomes totally and permanently disabled

As defined by the Social Security Administration

As defined by the Employer's primary retirement plan

Other _____

will become immediately eligible to receive medical benefit payments from his/her account under the Employer's welfare benefits plan.

D. Upon the death of the Participant, benefits shall become payable as outlined in Section XI.

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X. Permissible Medical Benefit Payments

Select **one** option.

Benefits eligible for reimbursement under the plan are as allowed under IRC Section 213 other than direct long-term care expenses.

Option 1: **All Medical Benefits***

Option 2: **Insurance Premiums Only**

Option 3: **Select Expenses*** you wish to cover under the Employer's welfare benefits plan:

Medical Insurance Premiums

Medical Out-of-Pocket Expenses

Medicare Part B Insurance Premiums

Medicare Part D Insurance Premiums

Medicare Supplemental Insurance Premiums

Prescription Drug Insurance Premiums

COBRA Insurance Premiums

Dental Insurance Premiums

Dental Out-of-Pocket Expenses

Vision Insurance Premiums

Vision Out-of-Pocket Expenses

Qualified Long-Term Care Insurance Premiums

Non-Prescription medications allowed under IRS guidance

Other qualifying medical expenses (describe)_____

* Non-collectively bargained plans that reimburse medical expenses other than insurance premiums should consult their benefits counsel regarding welfare plan nondiscrimination rules if the employer elects to make contributions based on a percentage of earnings.

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XI. Benefits After the Death of the Participant

In the event of a Participant's death, the following shall apply:

A. Surviving Spouse and/or Surviving Dependents

Upon the death of a Participant, the surviving spouse and/or surviving eligible dependents (as defined in Section XII.D.) of the deceased Participant are immediately eligible to maintain the Participant's RHS account and utilize the remaining balance to fund eligible medical benefits specified in Section X above. The account balance may be reallocated* by the surviving spouse or dependents.

* Before investing, please read the applicable fund disclosure materials carefully for a complete summary of all fees, expenses, investment objectives and strategies, and risks. This information is available when you log in at www.missionsq.org, or upon request by calling (800) 326-7272.

If a Participant's account balance has not been fully utilized upon the death of the eligible spouse, the account balance may continue to be utilized to pay benefits of eligible dependents. Upon the death of all eligible dependents, the account will revert in accordance with the Employer's election under Section VIII of the *MissionSquare RHS Adoption Agreement*.

B. No Surviving Spouse or Surviving Dependents

If there are no living spouse or dependents at the time of death of the Participant, the account will revert in accordance with the Employer's election under Section VIII of the *MissionSquare RHS Adoption Agreement*.

XII. The Plan Will Operate According to the Following Provisions:

A. Employer Responsibilities

1. The Employer will submit all MissionSquare Retirement Health Savings Plan enrollment and contribution data via electronic submission.
 2. The Employer will submit all MissionSquare Retirement Health Savings Plan Participant status updates or personal information updates via electronic submission. This includes but is not limited to termination notification, benefit eligibility, and vesting notification.
- B.** Participant account administration and asset-based fees will be paid through the redemption of Participant account shares, unless agreed upon otherwise in the Administrative Services Agreement.
- C.** Assignment of benefits is not permitted. Benefits will be paid only to the Participant, his/her survivors, the Employer, or an insurance provider (as allowed by the claims administrator). Payments to a third-party payee (e.g., medical service provider) are not permitted with the exception of reimbursement to the Employer or insurance provider (as allowed by the claims administrator).
- D.** An eligible dependent is (a) the Participant's lawful spouse, (b) the Participant's child under the age of 27, as defined by IRC Section 152(f)(1) and Internal Revenue Service Notice 2010-38, or (c) any other individual who is a person described in IRC Section 152(a), as clarified by Internal Revenue Service Notice 2004-79.
- E.** The Employer will be responsible for withholding, reporting and remitting any applicable taxes for payments which are deemed to be discriminatory under IRC Section 105(h), as outlined in the *x Employer Manual*.

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XIII. Employer Acknowledgements

- A. The Employer hereby acknowledges it understands that failure to properly fill out this *MissionSquare Retirement Health Savings Adoption Agreement* may result in the loss of tax exemption of the Trust and/or loss of tax-deferred status for Employer contributions.

- B. Check this box if you are including supporting documents that include plan provisions.

Employer Signature

By: _____ 

Date: 10/9/2024 | 6:30 PM PDT

Title: _____ City Manager

Attest: _____

Date: _____

Title: _____



Suggested Resolution for Amendment

and

Suggested Affirmative Statement of Amendment

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SUGGESTED RESOLUTION FOR AMENDMENT OF THE MISSIONSQUARE RETIREMENT HEALTH SAVINGS (RHS) PROGRAM

Plan Number: _____

Name of Employer: _____ State: _____

Resolution of the above-named Employer (the "Employer"):

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the amendment of its existing retiree health savings plan for such employees serves the interests of the Employer and Employees.

NOW, THEREFORE BE IT RESOLVED, that the Employer hereby amends the Plan in the form of MissionSquare's Retirement Health Savings program.

I, _____, Clerk of the _____ of _____, do hereby certify that the foregoing resolution, proposed by _____, was duly passed and adopted in the _____ of the _____ of _____, at a regular meeting thereof assembled this _____ day of _____, 20____, by the following vote:

AYES:

NAYS:

ABSENT:

(Seal)

Clerk's Signature: _____

Clerk's Title: _____

Date: _____

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**SUGGESTED AFFIRMATIVE STATEMENT FOR AMENDMENT OF THE MISSIONSQUARE
RETIREMENT HEALTH SAVINGS (RHS) PROGRAM**

Plan Number: 803662

Name of Employer: City of Elk Grove State: CA

Affirmative Statement of the above-named Employer (the "Employer"):

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the amendment of its existing retiree health savings plan serves the interests of the Employer and its Employees; and

NOW THEREFORE, as a duly authorized agent of the Employer, I hereby:

AMEND the Employer's Plan in the form of the MissionSquare's Retirement Health Savings program.

DATE: 10/1/2024

City Manager

Title of Designated Agent


Signature



Retiree Health Program

Nondiscrimination Requirements

Important Information on Welfare Plan Nondiscrimination Rules

An employer's Retiree Health Program (i.e., MissionSquare Retirement Health Savings (RHS) Plan/401(h) Retiree Health Account) will generally be covered by nondiscrimination requirements that are already applicable to the employer's other health and welfare plans (under Internal Revenue Code Section 105(h)).

However, please note that nondiscrimination requirements will not adversely impact your Retiree Health Program (Program) in the following scenarios:

- A. If the Program is limited to one or more collective bargaining groups that bargained regarding health benefits and the Program provides for fixed dollar contributions for all employees.
- B. If the Program limits reimbursements to insurance premiums only (health insurance premiums, Medicare supplemental insurance premiums, Medicare Part B insurance premiums COBRA insurance premiums, long-term care insurance premiums).

Premium-Only Programs are currently excluded from nondiscrimination testing. However, under the Affordable Care Act, Premium-Only Programs will likely be subject to nondiscrimination testing upon future IRS guidance.

If the Program does not fall into one of the two scenarios above, health and welfare nondiscrimination requirements may adversely impact your Plan.

Generally speaking, if your program does not fall under one of the two scenarios above, the following requirements apply:

1. An IRS-approved proportion of your employees must be covered. For instance, coverage must be extended to at least 70 percent of employees (excluding part-time and seasonal employees, employees under age

25, employees with less than three years of service, and collectively bargained employees). Once the employer identifies the applicable coverage group, up to 30 percent of that group can be excluded.¹

2. Benefits must be provided on a substantially equal basis to all covered employees. What this means, in practical terms, is that contributions must be substantially equal for each participant, and thus cannot be determined as a percentage of compensation or based on age or years of service. A fixed dollar contribution would comply.

Please note that "failure" to meet the nondiscrimination requirements does not result in "disqualification" of the Program. The ramifications of not meeting the requirements are that "excess benefits" paid to "highly compensated individuals" that participate in the RHS plan are taxable as W-2 income to the participant.

An excess benefit is generally equal to the amount of the benefit made available to the highly compensated individuals but not made available to other employees. Highly compensated individuals will generally consist of the highest paid 25 percent of all employees.

What does all this mean?

Employers need to consider nondiscrimination requirements when developing their Program. The employer may want to consider talking to benefits counsel to determine if these rules will impact its participants. Should an employer establish a program that does not fall under scenario A or B above and does not meet the nondiscrimination requirements, the out-of-pocket expenses paid to highly compensated employees may be taxable.

You are encouraged to discuss the results with a tax or benefits advisor because the IRS rules are complex.

¹ There may be additional ways that your program would satisfy the nondiscrimination requirements of IRC § 105(h).

Retirement Health Savings Account Non Represented RHS Option I - Defined Benefit

The Plan:

An allowance of up to \$800 per month will be deposited into a Retirement Health Savings (RHS) for use by the retiree and/or spouse to pay for medical expenses as allowed under the Internal Revenue Code. See Vesting and partial vesting below

Eligibility:

- Employee must be within 6 years of PERS retirement eligibility as of July 1, 2009 and must have elected this option on or before 12/1/2009.
- Employee must retire through CalPERS within 60 days of separation with the City.

Full Vesting = 10 yrs of service w/COEG

Partial Vesting option: Upon 5 years earns 50%; each additional year receives 10% until fully vested as shown below:

5 years = 50% or \$400
6 years = 60% or \$480
7 years = 70% or \$560
8 years = 80% or \$640
9 years = 90% or \$720
10 yrs = 100% or \$800

Note: Employment is defined as active employment. Employees cannot use leave time to increase a portion of their service just prior to retirement. For example, a person who has a large leave balance cannot use the leave to qualify for the five or ten year period.

Eligible Dependents:

Eligibility is for employee and spouse as long as either or both are living. The benefit does not pass on to dependents.

Re-employment after Retirement:

If a retiree joins a PERS contracting agency after retirement, their eligibility for this benefit is suspended during said employment. If retiree benefits are provided through the newer employer, the benefits under this plan will terminate.

Retirement Health Savings Account PMA RHS Option I Defined Benefit

The Plan:

Benefit: An allowance of up to \$800 per month will be deposited into a Retirement Health Savings Account (RHS) for use by the retiree and/or spouse to pay for medical expenses as allowed under the Internal Revenue Code. See Vesting and Partial Vesting below.

Eligibility:

- Employee must be within 6 years of PERS retirement eligibility as of July 1, 2009 and must have elected this option on or before 12/1/2009.
- Employee must be a member of the Police Management Association.
- Employee must retire through CalPERS within 60 days of separation with the City to receive the Defined Benefit.

Full Vesting = 10 yrs of service w/COEG

Partial Vesting option: Upon 5 years earns 50%; each additional year receives 10% until fully vested as shown below:

5 years	= 50% or \$400
6 years	= 60% or \$480
7 years	= 70% or \$560
8 years	= 80% or \$640
9 years	= 90% or \$720
10 yrs	= 100% or \$800

Note: Employment is defined as active employment. Employees cannot use leave time to increase a portion of their service just prior to retirement. For example, a person who has a large leave balance cannot use the leave to qualify for the five or ten year period.

Eligible Dependents:

Eligibility is for employee and spouse as long as either or both are living. The benefit does not pass on to dependents.

Re-employment after Retirement:

If a retiree joins a PERS contracting agency after retirement, their eligibility for the Defined Benefit is suspended during said employment. If retiree benefits are provided through the newer employer, the benefits under this plan will terminate.

Retirement Health Savings Account

POA RHS Option I – Defined Benefit & Defined Contribution

The Plan:

Defined Benefit: An allowance of up to \$800 per month will be deposited into a Retirement Health Savings Account (RHS) for use by the retiree and/or spouse to pay for medical expenses as allowed under the Internal Revenue Code. See Vesting and Partial Vesting below.

Eligibility:

- Employee must be within 6 years of PERS retirement eligibility as of July 1, 2009 and must have elected this option on or before 12/1/2009.
- Employee must retire through CalPERS within 60 days of separation with the City to receive the Defined Benefit.

Full Vesting = 10 yrs of service w/COEG

Partial Vesting option: Upon 5 years earns 50%; each additional year receives 10% until fully vested as shown below:

5 years = 50% or \$400
6 years = 60% or \$480
7 years = 70% or \$560
8 years = 80% or \$640
9 years = 90% or \$720
10 yrs = 100% or \$800

Note: Employment is defined as active employment. Employees cannot use leave time to increase a portion of their service just prior to retirement. For example, a person who has a large leave balance cannot use the leave to qualify for the five or ten year period.

Eligible Dependents:

Eligibility is for employee and spouse as long as either or both are living. The defined benefit does not pass on to dependents.

Re-employment after Retirement

If a retiree joins a PERS contracting agency after retirement, their eligibility for the Defined Benefit is suspended during said employment. If retiree benefits are provided through the newer employer, the benefits under this plan will terminate.

The Plan:

Defined Contribution: Employee is required to contribute a Defined Contribution of \$60 per pay period to the RHS account and is required to contribute 25% of leave balance at separation.

Eligibility:

- Employee must be a member of the Police Officer Association
- Employee is not required to retire and may transfer the **Defined Contribution Account** to another employer.

Eligible Dependents:

All qualifying dependents have use of this benefit.

Retirement Health Savings Account City Council RHS Option II - Defined Contribution

The Plan:

The City provides a Defined Contribution Program to access Retirement Health Savings (RHS) monies pre-tax for IRS-eligible medical expenses, including insurance premiums and co-pays. The City contributes \$200 per month on behalf of each member of the City Council to a Defined Contribution Account in the Council member's name. Monies are vested and managed by the Council member. This plan is portable and Council members can take it with them when they separate service with Elk Grove.

Who Qualifies: All members of the City Council.

Eligibility Requirements:

- Benefit amount is employer contributions only.
- Council members are not required to retire with the City of Elk Grove.

Eligible Dependents:

All qualified dependents have use of this benefit.

Retirement Health Savings Account Non Represented RHS Option II - Defined Contribution

The Plan:

The City provides a Defined Contribution Program for retirees to access Retirement Health Savings (RHS) monies pre-tax for IRS-eligible medical expenses, including insurance premiums and co-pays. The City contributes \$100 per pay period on behalf of the employee to a Defined Contribution Account in the employee's name. Monies are vested and managed by the employee. This plan is portable and employees can take it with them when they separate service with Elk Grove.

Who Qualifies: All Non-represented employees who do not have option 1.

Eligibility Requirements:

- Benefit amount is employer contributions only.
- Employee is not required to retire with the City of Elk Grove.

Eligible Dependents:

All qualified dependents have use of this benefit.

Retirement Health Savings Account PMA RHS Option II Defined Contribution

The Plan:

The City provides a Defined Contribution Program for retirees to access Retirement Health Savings Account (RHS) monies pre-tax for IRS-eligible medical expenses, including insurance premiums and co-pays. The City contributes \$100 per pay period on behalf of the employee to a Defined Contribution Account in the employee's name. Monies are vested and managed by the employee. This plan is portable and employees can take it with them when they separate service with Elk Grove.

Who Qualifies: Employee must be a member of the Police Management Association and not have option 1.

Eligibility Requirements:

- Benefit amount is employer contributions only.
- 25% of accrued leave must be contributed to RHS upon separation from COEG
- Employee is not required to retire and may transfer the Defined Contribution Account to another employer.

Eligible Dependents:

All qualified dependents have use of this benefit.

Retirement Health Savings Account POA RHS Option II - Defined Contribution

The Plan:

The City provides a Defined Contribution Program for retirees to access Retirement Health Savings Account (RHS) monies pre-tax for IRS-eligible medical expenses, including insurance premiums and co-pays.

The Employee contributes a specified amount per pay period and the City contributes a specified amount per pay period on behalf of the employee to a Defined Contribution Account in the employee’s name (see chart below).

Employee’s age on July 1 st of each year	Employee Contribution	Employer Contribution
34 and under	\$60.00	\$70.00
35-39	\$70.00	\$80.00
40-44	\$80.00	\$90.00
45 and over	\$90.00	\$100.00

Monies are vested and managed by the employee. This plan is portable and employees can take it with them when they separate service with Elk Grove.

Who Qualifies: All POA Members who do not have option 1

Eligibility Requirements:

- Employee must be a member of the Police Officers Association
- Benefit amount is employer & employee contributions.
- 25% of accrued leave must be contributed to RHS account upon separation from the City of Elk Grove.
- Employee is not required to retire with the City of Elk Grove

Eligible Dependents:

All qualified dependents have use of this benefit.