

ATTACHMENT 1

Investment Options Style Matrix

Objective: Capital Preservation
Potentially lower risk and return

Objective: Aggressive Growth
Potentially higher risk and return

Money Market	Bond	Balanced	Domestic Equity			Intl
MM Fund	S-T Bond	All Equity Gr Model	Large Cap Value Equity Income	Large Cap Blend	Large Cap Growth Growth Growth & Income	Equity Intl Fund Overseas Equity Index
	Core Bond Index	Conserv Gr Model		Broad Market Index		
	US Govt Sec	L-T Gr Model		500 Stock Index		
		Savings Oriented Model				
		Trad Gr Model				
		Asset Alloc				
			Mid Cap Value	Mid Cap Blend	Mid Cap Growth	
				Mid-Sm Co Index	Aggressive Opp	
			Small Cap Value	Small Cap Blend	Small Cap Growth	

Vantagepoint Milestone Life Cycle Funds

Ret Inc Fd 2010 Fund 2015 Fund 2020 Fund 2025 Fund 2030 Fund 2035 Fund 2040 Fund



ADMINISTRATIVE SERVICES AGREEMENT

Between

ICMA Retirement Corporation

and

County of Sacramento

Type: VantageCare RHS

Account Number: 801033

ADMINISTRATIVE SERVICES AGREEMENT

This Agreement, made as of the 7 day of February, 2013 (herein referred to as the "Inception Date"), between The International City Management Association Retirement Corporation ("ICMA-RC"), a nonprofit corporation organized and existing under the laws of the State of Delaware; and the County of Sacramento ("Employer") a local governmental instrumentality organized and existing under the laws of the State of California with an office at 700 H Street, Room 4650, Sacramento, California 95814.

RECITALS

Employer acts as a public plan sponsor for a retiree health plan with responsibility to obtain investment alternatives and services for employees participating in that plan;

Employer desires to make the VantageCare Retirement Health Savings Plan ("RHS Plan" or "Plan") provided by ICMA-RC available to its employees;

ICMA-RC makes available the Vantagepoint Funds, a no-load, diversified mutual fund, for investment of public employer plan assets, including RHS Plan assets;

ICMA-RC provides a complete offering of services to public employers for the operation of employee retirement and retiree health savings plans including, but not limited to, communications concerning investment alternatives, account maintenance, account record-keeping, investment and tax reporting, form processing, benefit disbursement and asset management.

AGREEMENTS

1. Acceptance of RHS Plan

Employer agrees to make the RHS Plan provided by ICMA-RC available to its employees. The details of the RHS Plan shall be as mutually agreed between the Employer and ICMA-RC, and in general shall be as set forth in the RHS Plan materials developed by ICMA-RC and provided to Employer. The RHS Plan materials are hereby incorporated by reference and made a part of this Agreement, except that Employer and ICMA-RC may from time to time mutually agree in writing to terms that vary from the RHS Plan materials. RHS plan materials shall include the *VantageCare RHS Employer Manual*, available electronically through the EZ Link System upon plan adoption.

The functions to be performed by ICMA-RC and its agents include:

- (a) allocation in accordance with participant direction of individual accounts to investment funds ("Funds") made available to Plan participants;
- (b) maintenance of individual accounts for participants reflecting amounts contributed,

- income, gain, or loss credited, and amounts disbursed as benefits;
- (c) provision of periodic reports to the Employer and participants of the status of Plan investments and individual accounts;
 - (d) communication to participants of information regarding their rights and elections under the Plan;
 - (e) disbursement of benefits as agent for the Employer in accordance with terms of the Plan; and
 - (f) performance of tax withholding and reporting in conjunction with the Employer for each RHS account.

2. Employer Duty to Furnish Information

Employer agrees to furnish to ICMA-RC on a timely basis such information as is necessary for ICMA-RC to carry out its responsibilities with respect to the Plan, including information needed to allocate individual participant accounts to Funds, and information as to the benefit eligibility and employment status of participants, and participant ages, addresses, beneficiaries and other identifying information (including tax identification numbers). ICMA-RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant, dependent, or beneficiary that is furnished by such participant, dependent, or beneficiary, and ICMA-RC shall not be responsible for any error arising from its reliance on such information. ICMA-RC will provide account information in reports, statements or accountings.

3. Certain Representations and Warranties

ICMA-RC represents and warrants to Employer that:

- (a) ICMA-RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement.
- (b) ICMA-RC is an investment adviser registered as such with the Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended. ICMA-RC Services, LLC (a wholly owned subsidiary of ICMA-RC) is registered as a broker-dealer with the Securities and Exchange Commission (SEC) and is a member in good standing of the Financial Industry Regulatory Authority (FINRA).

Employer represents and warrants to ICMA-RC that:

- (c) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this

Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.

- (d) Information required to be retained by the Employer shall be set forth in the RHS plan materials developed by ICMA-RC and provided to the Employer.
- (e) Employer is responsible for determining that there are no state or local laws that would prohibit it from establishing ICMA-RC's VantageCare RHS program. Employer is also responsible for determining that the investments selected for the RHS plan fall within state/local requirements. ICMA-RC shall not be responsible for monitoring state or local law or for administering the Plan in compliance with local or state requirements unless Employer notifies ICMA-RC of any such local or state requirements.
- (f) Employer acknowledges that the RHS plan may be treated as a "health plan" for Health Insurance Portability and Accountability Act ("HIPAA") purposes and therefore may be subject to HIPAA privacy rules. If it is determined that the RHS plan is considered a "health plan", an employer sponsoring RHS would be responsible for complying with the HIPAA privacy and security rules regarding protected health information of RHS plan participants.

ICMA-RC has procedures in place to safeguard the protected health information of RHS plan participants.

4. Participation in Certain Proceedings

The Employer hereby authorizes ICMA-RC to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to a medical child support order. Unless Employer notifies ICMA-RC otherwise, Employer authorizes ICMA-RC to determine whether disbursement of benefits to a spouse or child pursuant to a medical child support order is appropriate.

5. Compensation and Payment

- (a) Absent an explicit agreement to the contrary between ICMA-RC and Employer, participant fees and expenses shall be payable from RHS assets, in accordance with the requirements of the RHS Plan as set forth below.

(i) An annual asset fee will be charged on a quarterly basis based on the schedule below.

Plan Assets	Basis Point Fee
\$0 million - \$25 million	0.25%
\$25 million - \$40 million	0.20%
\$40 million - \$50 million	0.15%
\$50 million - \$60 million	0.00%

\$60 million + 0.00%

ICMA-RC will waive the asset-based fees when plan assets reach a total of \$50 million.

In addition to the annual asset fee, a \$30 annual account administration fee will be charged quarterly to each Accountholder's account when he/she becomes benefit eligible.

ICMA-RC will reduce the annual account administration fee to \$20 when plan assets reach \$60 million, again reduce the per-participant fee to \$10 when plan assets reach \$75 million, and will waive the annual account administration fee when plan assets reach \$100 million.

- (ii) Account administration fees are subject to change with appropriate prior notification.
- (b) Compensation for Advisory and other Services to the Vantagepoint Funds. Employer acknowledges that certain wholly-owned subsidiaries of ICMA-RC receive compensation from the Vantagepoint Funds for advisory and other services furnished to the Vantagepoint Funds. The fees referred to in this subsection are disclosed in the Vantagepoint Funds Prospectus and Statement of Additional Information.

Employer acknowledges and agrees that ICMA-RC does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable mutual fund share class.

6. Contribution Remittance

Employer understands that amounts contributed to the RHS plan are to be remitted directly to Vantagepoint Transfer Agents in accordance with instructions provided to Employer in the RHS plan materials and are not to be remitted to the ICMA Retirement Trust or ICMA-RC. In the event that any check or wire transfer is incorrectly labeled or transferred, ICMA-RC will return it to Employer with proper instructions.

7. Investment of Plan

- (a) Selection of Investment Options. ICMA-RC shall have no responsibility for the selection of investment options under the Plan and shall not render investment advice to any person in connection with the selection of such options.
- (b) The Sponsor may determine to offer as investment options only VantageCare Retirement Savings Plan Investment Options. The Sponsor may add additional investment options or delete investment options with the consent of ICMA-RC as long as the investment options meet operational requirements and upon mutual amendments of this Agreement and schedules hereto to reflect such additions or deletions.

8. Insurance and Indemnification

(a) Employer shall indemnify and hold harmless ICMA-RC, its officers, directors, agents, and employees from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of Employer's officers, directors, agents, employees, or subcontractors. ICMA-RC shall indemnify and hold harmless Employer, its officers, directors, agents, and employees, from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of ICMA-RC's, officers, directors, agents, employees, or subcontractors.

(b) Notwithstanding subdivision (a), the Employer understands that, as a general matter, the Internal Revenue Service ("IRS") may decline to rule on certain design features or provisions that the Employer may request to have added to the RHS plan materials. The Employer agrees to hold ICMA-RC harmless in connection with the addition and administration of any RHS plan feature or provision requested by the Employer for which the IRS will not provide express interpretive guidance.

(c) Without limiting ICMA-RC's indemnification, ICMA-RC shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in 8(d). It is the responsibility of ICMA-RC to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in 8(d). Failure to maintain insurance as required in this agreement may be grounds for material breach of contract.

(d) ICMA Retirement Corporation ("ICMA-RC") represents that it shall secure prior to commencing any activities under this Agreement, the following insurance coverage, in the following categories, and to the limits specified, policies of which are issued by Insurance Companies that have an A.M. Best's Rating of "A-, Class VII" or better. Any sub consultants employed by ICMA-RC to provide services under this contract shall comply with the insurance requirements set forth herein.

Statutory Worker's Compensation Insurance and Employer's Liability Insurance coverage of \$1,000,000.

Commercial General Liability Insurance on an occurrence basis with \$1,000,000 each occurrence limit and \$2,000,000 general aggregate limit. Business Automobile Insurance coverage with a combined single limit of \$1,000,000. The County, its officers, directors, officials, employees, and volunteers are included as an Additional Insured on the General Liability and Auto Liability policy, with respect to vicarious liability arising from ICMA-RC operations in connection with the performance of this agreement, but only with respect to claims arising solely and directly from ICMA-RC's provision of services

hereunder. ICMA-RC's General Liability insurance shall be primary and include "Separation of Insureds" clause.

Professional Liability insurance with limits no less than \$1,000,000.

(1) Certificates of Insurance.

ICMA-RC shall demonstrate proof of coverage herein required, prior to the commencement of services required under this Agreement, by delivery of Certificates of Insurance demonstrating same, and further indicating that the policies may not be canceled without at least thirty (30) days written notice to the County of Sacramento. ICMA-RC shall provide evidence of each policy's renewal upon its anniversary date.

(2) Notice of Claim.

If any claim for damages is filed with ICMA-RC or if any lawsuit is instituted against ICMA-RC, that arises out of ICMA-RC's performance under this Agreement, ICMA-RC shall give prompt and timely notice thereof to the County.

The provisions of this Section 8 related to indemnification shall survive the termination of this Agreement.

9. Accounts

ICMA-RC shall keep accurate accounts of all transactions hereunder and shall annually file with the Employer a written account setting forth all investments, receipts, disbursements and other transactions effected by ICMA-RC.

10. Inspection and Audit

Upon Employer's request, Employer or its designee shall have the right at reasonable times and intervals to audit, at ICMA-RC's premises, ICMA-RC's financial records as Employer deems necessary to determine ICMA-RC's compliance with legal and contractual requirements. ICMA-RC shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon Employer's request at Employer's expense.

11. Responsibility

- (a) ICMA-RC shall not be responsible for any acts or omissions of any person other than ICMA-RC in connection with the administration or operation of the Plan.
- (b) The Employer understands that, as a general matter, the Internal Revenue Service ("IRS") may decline to rule on certain design features or provisions that the Employer may request to have added to the RHS plan materials. The Employer agrees to hold ICMA-

RC harmless in connection with the addition and administration of any RHS plan feature or provision requested by the Employer for which the IRS will not provide express interpretive guidance.

12. Term

This Agreement shall be in effect for an initial term beginning on the Inception Date and ending 3 years after the Inception Date. The County shall have the option to renew this Agreement for two additional three (3) year periods under the same terms and conditions as the original Agreement, subject to mutual agreement by the parties as to the fees and/or other compensation payable during the extension period, unless terminated pursuant to this Agreement.

13. Amendments and Adjustments

(a) Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon Employer unless agreed in writing.

14. Notices

All notices required to be delivered under Section 10 of this Agreement shall be delivered personally or by registered or certified mail, postage prepaid, return receipt requested, to (i) Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C, 20002-4240; (ii) Employer at the office set forth in the first paragraph hereof, or (iii) to any other address designated by the party to receive the same by written notice similarly given.

15. Successors

(a) This Agreement shall bind the successors of Employer and ICMA-RC in the same manner as if they were expressly named.

SUBCONTRACTS, ASSIGNMENT

(b) ICMA-RC shall obtain prior written approval from Employer before subcontracting out any material custom services delivered specifically and uniquely to Employer under this Agreement. ICMA-RC remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting for custom services unique to Employer will be subject to all applicable provisions of this Agreement. ICMA-RC shall be held responsible by Employer for the performance of any subcontractor whether approved by Employer or not.

(c) This Agreement is not assignable by ICMA-RC in whole or in part, without the prior

written consent of Employer.

16. Nondiscrimination in Employment, Services, Benefits and Facilities

- (a) ICMA-RC agrees and assures Employer that ICMA-RC and any subcontractors specifically retained to provide custom services unique to Employer shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of Employer, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. ICMA-RC shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.
- (b) ICMA-RC represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- (c) ICMA-RC agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.
- (d) ICMA-RC shall include this nondiscrimination provision in all subcontracts related to this Agreement and entered into to provide custom services unique to Employer.

16. Interpretation

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

17. Disputes

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

18. Termination

Either party may terminate this Agreement for cause immediately upon giving sixty (60) days advance written notice to the other party should there be a material failure to perform any of the

covenants contained in this Agreement in the time and/or manner specified.

19. Complete Agreement

This Agreement, in conjunction with the Plan, the Adoption Agreement and the RHS Plan Materials, shall constitute the sole agreement between ICMA-RC and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect. Notwithstanding the foregoing, the Adoption Agreement for the RHS Plan remains in full force and effect until such time as it is expressly amended.

20. Governing Law

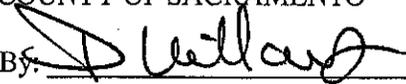
This agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

21. Duplicate Counterparts

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

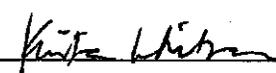
In Witness Whereof, the parties hereto have executed this Agreement as of the Inception Date first above written.

COUNTY OF SACRAMENTO

By: 

Print Name: David Villanueva

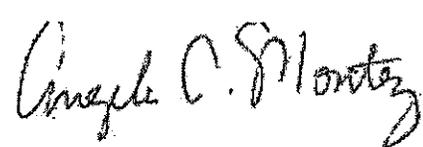
Title: Chief Deputy County Executive

By: 

Print Name: Krista Whitman

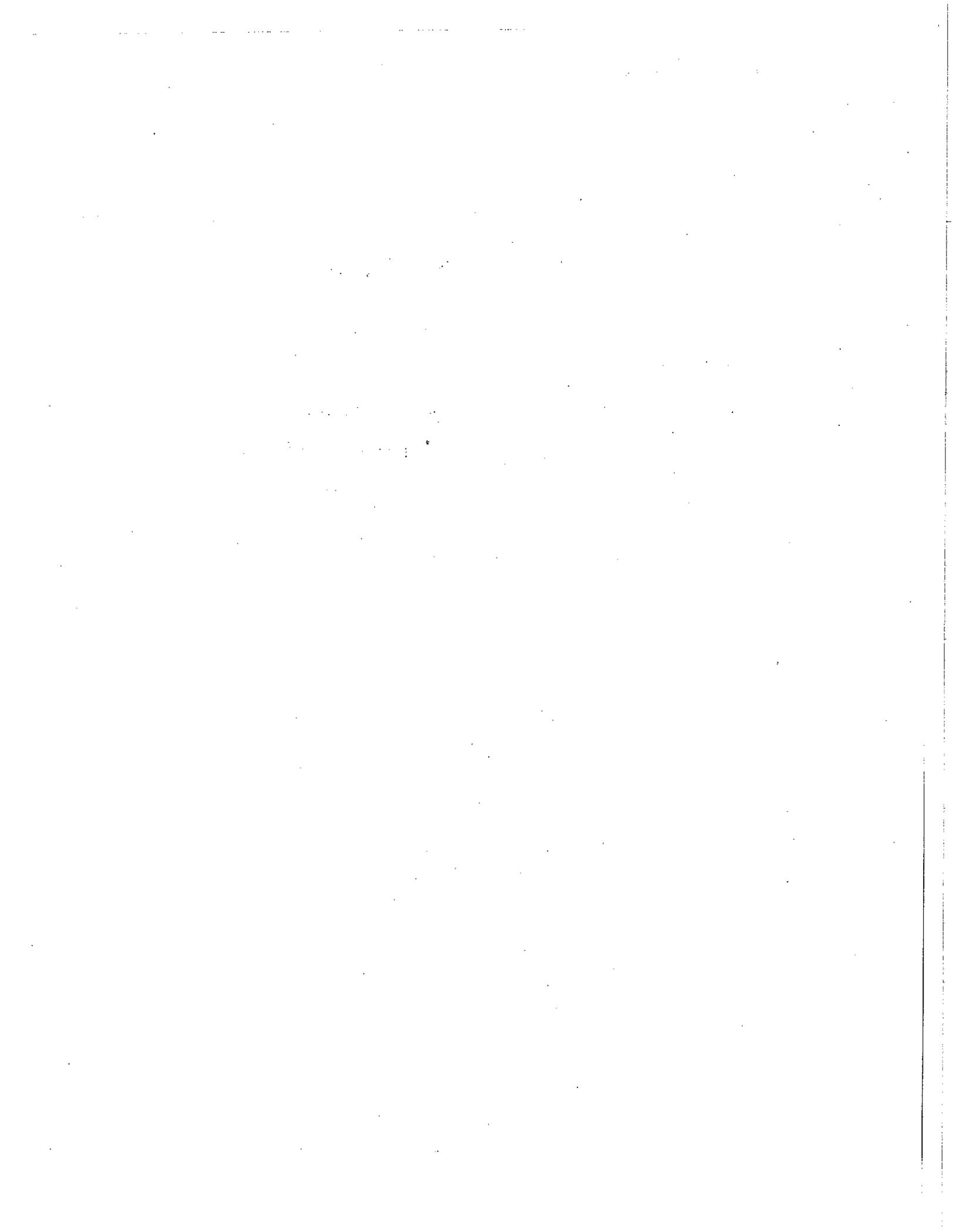
Title: Supervising Deputy (County Counsel)

INTERNATIONAL CITY MANAGEMENT
ASSOCIATION RETIREMENT CORPORATION



By _____

Angela C. Montez
Assistant Secretary



**VANTAGECARE RETIREMENT HEALTH
SAVINGS PROGRAM ADOPTION AGREEMENT**

This VantageCare Retirement Health Saving Adoption Agreement (the "Adoption Agreement") is part of the Sacramento County Retiree Medical and Dental Expense Reimbursement Plan (the "Plan"). This Adoption Agreement and the Plan document together constitute the Plan. Capitalized terms not otherwise defined in this Adoption Agreement have the meanings assigned to them in the Plan document.

Plan Number: _____

Plan Name: Sacramento County Retiree Medical and Dental Expense Reimbursement Plan

I. Employer Name: County of Sacramento
State: California

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. The Effective Date of the Plan: FEBRUARY 4, 2007

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:

Sacramento County Retiree Medical and Dental Expense Reimbursement Plan

[intentionally left blank]

V. Eligible Groups and Eligibility Requirements for Employees

A. The following group or groups of common law employees as defined in Section 2.78.276 of the Sacramento County Code on the payroll of the Employer ("Employees") are eligible to participate in the Plan:

- All Employees
- All Full-Time Employees
- Unrepresented Employees (contributing to SCERS)
- Public Safety Employees -- Police
- Public Safety Employees -- Firefighters
- General Employees
- Collectively-Bargained Employees (Specify unit)
- Other (specify below)

All represented Employees contributing to SCERS (defined in Section VII.D below) whose bargaining agreement provides for participation in the Plan.

Employees in the group(s) specified above are Eligible Employees under the Plan. Employees are those individuals defined in this Section.

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

An individual's status as an Employee shall be determined by the Employer in its sole discretion, and such determination shall be conclusive and binding on all persons.

If an Employee is in a group of Employees which is not designated above by the Employer as eligible to participate in the Plan and subsequently transfers to a group that is designated by the Employer as eligible, service prior to the transfer to the eligible group shall be disregarded for all purposes under the Plan.

If an Employee is in a group of Employees which is designated above by the Employer as eligible to participate in the Plan and subsequently transfers to a group that is not designated as eligible, then such Employee shall not be eligible for any contributions under the Plan on and after the effective date of such transfer, but such Employee's service shall continue to count for purposes of Participant Eligibility in Section V.B and Nonforfeitability Requirements in Section VII of this Adoption Agreement, the Employee's Account (if any) shall continue to be maintained under the Plan and he/she may become eligible to receive Benefits under the Plan from his/her nonforfeitable interest in that Account in accordance with the rules governing Eligible Employees.

Notwithstanding any other provisions of this Adoption Agreement or the Plan document to the contrary, all Benefits under the Plan shall be provided in accordance with the provisions of Code section 414(u).

If this Plan is in whole or part a non-collectively bargained, self-insured plan, the nondiscrimination requirements of Code section 105(h) will apply. These rules may

impose taxation on the benefits received by "highly compensated individuals" (as defined in the Code) if the Plan discriminates in favor of such individuals in terms of eligibility or benefits. The Employer should discuss these rules with appropriate counsel. Additionally, the Employer is authorized (but not required) to take reasonable actions necessary or appropriate to eliminate (retroactively and/or prospectively) any such discrimination.

B. Participant Eligibility

1. Minimum period of service as an Eligible Employee required for participation is 1 day [insert number of days/ weeks/ months/ years of service; write N/A if an Employee is eligible to participate immediately upon employment].

2. Minimum age required for eligibility to participate is N/A (write N/A if no minimum age is required).

3. Participation begins on the following date after an Employee meets both the requirements for being an Eligible Employee and the requirements for minimum period of service and/or age under this Adoption Agreement: [check one]

- First day after all requirements are met.
- First day of the month after all requirements are met.
- First day of first payroll period after all requirements are met.
- Other (please specify) _____.

VI. Contribution Sources and Amounts

A. Mandatory Contributions

1. Direct Employer Contributions

The Employer will contribute on behalf of each Participant who is an Eligible Employee a specified dollar amount that is approved by the County of Sacramento for:

- the Plan Year
- each payroll period
- Other (please specify): Such period as is determined by the Employer.

For example, and not by way of limitation, such amount may be established through "meet and confer" with Employee representatives or by resolution or ordinance of the Board of Supervisors and different amounts may be established for members of different bargaining units and for unrepresented Employees. Any amount approved by the County of Sacramento shall be duly

recorded by the County, shall be communicated to the affected Plan Participants and shall automatically become a part of this Plan.

2. Mandatory Employee Accrued Leave Contributions

The Employer will NOT make Mandatory Employee Accrued Leave Contributions.

3. Mandatory Employee Compensation Contributions

The Employer will NOT make mandatory payroll withholding of Employee compensation.

B. Voluntary Contributions

The Employer will NOT allow Employees to make voluntary contributions of Employee compensation through payroll deductions. (These are after-tax contributions.)

C. No Vested Rights.

The Employer may at any time, and from time-to-time, for any reason, in its sole discretion and without limitation, terminate or reduce any contributions that may be made to the Plan and Trust. The Employer also may, at any time, and without limitation, terminate the Trust and/or Plan and amend the Trust and/or Plan in any manner whatsoever. No person shall have any "vested rights" under California or federal or other law to have any contributions made to the Trust or under the Plan. No person shall have any "vested rights" under California or federal law to have the Trust and/or Plan continued at all or continued in whatever form it takes at any point in time.

D. Limits on Total Contributions

The total contribution on behalf of each Participant for each Plan Year shall not exceed the following limit(s);

\$ _____.

There is no Plan-defined limit on the dollar amount that may be contributed per Participant.

No more than 20% of total contributions to the Trust, for any Plan Year and on a cumulative basis, shall be from after tax employee contributions.

Limits on individual contribution types are defined within the appropriate section above.

See Section V.A for a discussion of nondiscrimination rules that may apply to non-collectively bargained self-insured plans.

VII. Nonforfeitability Requirements

Except as otherwise provided in this Adoption Agreement, the Plan document or the Trust document:

A. All Mandatory Employee Accrued Leave Contributions, all Mandatory Employee Compensation Contributions and all Voluntary Contributions (after tax) (plus or minus investment gains or losses), described in Sections VI.A.2 and 3 and VI. B above, are 100% nonforfeitable at all times.

B. The Direct Employer Contributions (plus or minus investment gains or losses), described in Section VI.A.1 above, shall:

- Be 100% nonforfeitable at all times.

Become nonforfeitable according to the following schedule:

Years of Service Completed	Specified Nonforfeitable Percent
N/A	N/A
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

C. [Intentionally left blank.]

D. For purposes of this Section VII and other Sections of this Adoption Agreement, the following definitions shall apply:

1. "Benefit Eligibility" shall mean the time(s) at which a Participant is eligible to begin receiving Benefit payments as set forth in Section IX.A.
2. "Disability" or "Disabled" shall mean that the Participant qualifies for and receives disability retirement benefits under the Sacramento County Employees' Retirement System.
3. "Retirement" shall mean that the individual retires under SCERS and begins to receive a retirement allowance from SCERS. "Retiree" means a Participant in Retirement who is eligible to receive benefits under the terms of the Plan and this Adoption Agreement.

4. "SCERS" shall mean the Sacramento County Employees' Retirement System.

5. "Years of Service" shall be defined as "County Service" determined under section 31640 of the County Employees' Retirement Law, but shall exclude any service credit purchased by the Employee. Upon an Employee's separation from service with the Employer, and later return as an Employee, any Years of Service earned prior to such separation shall be ignored under this Plan and he or she shall be treated as a new hire without any prior Years of Service, even if the Employee makes a "redeposit" to SCERS or to any other retirement system.

VIII. Forfeiture Provisions

[Intentionally left blank.]

IX. Eligibility Requirements to Receive Benefits under the Plan

A. A Participant is eligible to receive Benefits:

- At Retirement only (as defined in Section VII.D)
- At separation from service from the Employer
- At age _____ only
- At Retirement and age _____
- At Retirement or age _____

B. If a Participant becomes Disabled or dies, he/she or his/her Spouse or Dependents, as applicable, will become immediately eligible to receive Benefit payments from the nonforfeitable portion (if any) of his/her Plan Account.

X. Eligible Medical and Dental Benefits

Benefits eligible for payment consist of (check either A or B; if B is checked, select the specific expenses to be covered):

A. All medical expenses eligible under Code section 213(d)* other than direct long-term care expenses, **OR**

B. The following incurred medical expenses for the Participant, Spouse and Dependents eligible under Code section 213(d) (select only the expenses you wish to cover under the Plan):

- Medical Insurance Premiums
- Medical Out-of-Pocket Expenses*
- Medicare Part B Insurance Premiums
- Medicare Part D Insurance Premiums
- Medicare Supplement Insurance Premiums

- COBRA Premiums
 - Dental Insurance Premiums
 - Dental Out-of-Pocket Expenses *
 - Long Term Care Insurance Premiums
 - Other (Must be eligible under Code section 213(d))
- Prescription drugs, vision (to the extent eligible under Code section 213(d))

* See Section V.A for a discussion of nondiscrimination rules which may apply to non-collectively bargained, self-insured plans.

C. The total amount of Benefits paid to or on behalf of any Participant, his/her Spouse and/or Dependents under the Plan shall not exceed the total nonforfeitable value of the amounts credited to the Participant's Account (or the Account of any surviving Spouse or Dependents, as applicable) under the Plan at the time of payment.

XI. Death of Participant

A. Application of Account after Death of Participant

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

Account Transfer: The surviving Spouse of the deceased Participant is immediately eligible to maintain the Account and utilize it to fund eligible Benefits specified in Section X above. After the death of the surviving Spouse, or if there is no surviving Spouse, the surviving Dependents of the deceased Participant are immediately eligible to maintain the Account and utilize it to fund eligible Benefits specified in Section X above on a pro rata basis as determined by the Plan Administrator.

Upon notification of a Participant's death, the Participant's Account balance will be transferred into the Vantagepoint Money Market Fund*. The Account balance may be reallocated by the surviving Spouse. After the death of the surviving Spouse, or if there is no surviving Spouse, the Participant's Account balance may be reallocated by the surviving Dependents on a pro rata basis as provided by the Plan Administrator.

** Please read the current prospectus carefully prior to investing. An investment in this fund is neither insured nor guaranteed and there can be no assurance that the Fund will be able to maintain a stable net asset value of \$1.00 per share. Vantagepoint Mutual Funds are distributed by ICMA-RC Services, LLC, a controlled affiliate of ICMA Retirement Corporation. Member NASD/SIPC.*

B. Application of Account after Death of Surviving Spouse and all Eligible Dependents

After the death of the Participant, if there is no surviving Spouse or Dependent, all amounts credited to the Account of the Participant shall be forfeited and shall revert to the Plan and Trust to be allocated as Direct Employer Contributions (as defined in Section VI.A.1 of this Adoption Agreement) for the next and succeeding contribution dates.

XII. The Plan will operate according to the following provisions:

A. Employer Responsibilities

- 1. The Employer will make reasonable efforts to submit all Plan contribution data via electronic submission.
- 2. The Employer will make reasonable efforts to submit Participant status updates and/or changes or personal information updates and/or changes (Participants' termination dates, Participants' benefit eligibility dates, etc.) via electronic submission.

B. Participant Account administration fees will be paid through the redemption of Participant Account shares, unless agreed upon otherwise in the applicable administrative services agreement between the Employer and ICMA Retirement Corporation (the "Administrative Services Agreement").

C. Employer plan fees will be paid by the Employer to the extent provided in the Administrative Services Agreement.

D. Assignment of Benefits is not permitted.

E. Payments to or for an alternate payee (as such term is used for purposes of a qualified domestic relations order under Code section 414(p)) are not permitted with the exception of reimbursement of health insurance premiums to the Employer.

F. The Employer will be responsible for withholding, reporting and remitting any applicable taxes, as outlined in the VantageCare Retirement Health Savings Plan Employer Manual.

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

COUNTY OF SACRAMENTO

By: Mark Speers

Title: Administrator, Internal Services Agency

Attest: [Signature]

Accepted: Vantagepoint Transfer Agents, LLC

Angela C. Monty
Corporate ~~Treasurer~~ Secretary