



NORTH DAKOTA
PUBLIC EMPLOYEES
RETIREMENT SYSTEM

Board Meeting Agenda

Location: WSI Board Room, 1600 East Century Avenue, Bismarck ND
By phone: 701.328.0950 Conference ID: 528 414 373#
Date: **Friday, April 4, 2025**
Time: 2:30 P.M. [Join the meeting now](#)

I. MINUTES

- A. March 4, 2025

II. CONFLICT OF INTEREST DISCLOSURE CONSIDERATION

III. PRESENTATIONS

- A. GRS Experience Study Report (Board Action)

IV. DEFERRED COMPENSATION / DEFINED CONTRIBUTION WITH BOARD ACTION

- A. Defined Contribution Plan Document Amendment – Marcy (Board Action)

V. DEFERRED COMPENSATION / DEFINED CONTRIBUTION WITHOUT BOARD ACTION

- A. 457(b) Deferred Compensation Plan Private Letter Ruling – Rebecca (Information)
- B. Defined Contribution (DC) 2025 Plan Enrollment and Special Election Window Update – Marcy (Information)

VI. GROUP INSURANCE / FLEXCOMP WITH BOARD ACTION

- A. Employee Assistance Program (EAP) Evaluation & Vendor Selection – Katheryne (Board Action) ***EXECUTIVE SESSION**
- B. Vision Plan Renewal – Katheryne (Board Action)

VII. GROUP INSURANCE / FLEXCOMP WITHOUT BOARD ACTION

- A. Employee Assistance Program Utilization Report 2024 – Katheryne (Information)
- B. 2024 Medicare Part D Plan (Humana) Performance Guarantees Report – Rebecca (Information)
- C. Sanford Health Plan Update - Formulary Change For Diabetic Test Strips – Rebecca (Information)

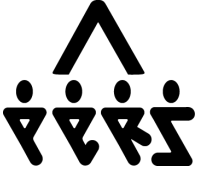
VIII. LEGISLATION / ADMINISTRATIVE RULES

- A. Legislation Update – Rebecca (Information)

IX. OPERATIONS / ADMINISTRATIVE

- A. Executive Director Performance Review – Shawna (Information)
- B. Contracts Under \$10,000 – Rebecca (Information)
- C. Next Meeting Date: Tuesday, May 13, 2025

*Executive Session pursuant to N.D.C.C. §44-04-19.1(9) and §44-04-19.2 to discuss negotiating strategy or provide negotiating instructions to its attorney or other negotiator.



**North Dakota
Public Employees Retirement System**
1600 East Century Avenue, Suite 2 • PO Box 1657
Bismarck, North Dakota 58502-1657

Rebecca Fricke
Executive Director
(701) 328-3900
1-800-803-7377

Fax (701) 328-3920 Email ndpers-info@nd.gov Website www.ndpers.nd.gov

Memorandum

TO: NDPERS Board

FROM: Derrick Hohbein

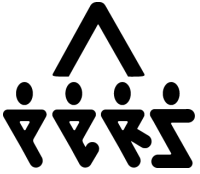
DATE: April 4, 2025

SUBJECT: GRS Experience Study Report

Bonnie Wurst from GRS will be attending to review the Experience Study they just completed. We will most likely need Board Action regarding any changes the Board would like to make to our actuarial assumptions as a result of the Experience Study.

Board Action Requested:

Consider and approve the actuarial assumptions as a result of the experience study to be effective for the July 1, 2025 actuarial valuation.



**North Dakota
Public Employees Retirement System**
1600 East Century Avenue, Suite 2 • PO Box 1657
Bismarck, North Dakota 58502-1657

Rebecca Fricke
Executive Director
(701) 328-3900
1-800-803-7377

Fax (701) 328-3920 Email ndpers-info@nd.gov Website www.ndpers.nd.gov

Memorandum

TO: NDPERS Board

FROM: Marcy Aldinger

DATE: April 4, 2025

SUBJECT: Defined Contribution Plan Document Amendment

At the request of staff, Ice Miller provided the attached amendment to the Defined Contribution Plan Document. The amendment is to allow in-service distributions for those employees who are at least age 59 ½ and no longer participating in the Defined Contribution Plan as an eligible employee. This occurs when an employee changes employment status from permanent to temporary status and elects to waive participation in the DC Plan as a temporary employee. Other employees who are not yet age 59 ½ who experience a similar change in employment would need to have a termination of employment in order to request a distribution and it would not be considered an in-service distribution.

Board Action Requested:

Approve the Amendment to the Defined Contribution Plan Document.

**FIRST AMENDMENT TO
THE NORTH DAKOTA DEFINED CONTRIBUTION
RETIREMENT PLAN**

WHEREAS, the North Dakota Public Employees Retirement System Board (“Board”) maintains The North Dakota Defined Contribution Retirement Plan, as amended and restated, most recently effective as of January 1, 2025 (the “Plan”);

WHEREAS, pursuant to Section 10.01 of the Plan, the Board has the right to amend the Plan; and

WHEREAS, the Board desires to amend the Plan to define normal retirement age and provide for in-service distributions at normal retirement age.

NOW, THEREFORE, effective as of _____, 2025, the Board hereby amends the Plan as follows:

1. A new Section 1.26 is hereby added to the Plan as follows:

1.26 "In-Service Distribution" means a distribution to an Employee prior to the Employee's Termination of Employment.

2. A new Section 1.27 is hereby added to the Plan as follows:

1.27 "Termination of Employment" means a severance of employment with the Employer by not being on the payroll of the Employer for a minimum of one month; provided, however, that Termination of Employment shall not include: (i) absence from active employment which is not treated by the Employer as a Termination of Employment; (ii) absence due to military service to the extent required under USERRA and Code Section 414(u)(8)(A), (iii) absence due to leave which qualifies as family or medical leave under the FMLA, to the extent required under the FMLA; or (iv) absence due to an authorized leave of absence for any reason if approved by the Employer.

3. Section 6.1 is hereby amended as follows:

6.1 Distribution eligibility. A Participating Member's vested Account Balance is distributable upon the occurrence of one of the following events:

a. The Participating Member has incurred a Termination of Employment with the Employer.

b. The Participating Member has become totally and permanently disabled according to medical evidence called for under the rules of the Board.

c. The Participating Member dies.

d. The Participating Member has reached the Required Beginning Date and has terminated employment. In no event shall the distribution of a Participant's Account Balance commence later than the Required Beginning Date, whether or not they apply for benefits.

e. An Eligible Employee meets the requirements under Section 6.2 for an In-Service Distribution.

4. A new Section 6.2 is hereby added to the Plan as follows:

6.2. In-Service Distributions.

a. No In-Service Distributions may be made from a Participating Member's vested Account Balance except as otherwise provided in this Section.

b. In order to receive an In-Service Distribution from an Employee's vested Account Balance, the Employee must have attained at least the age of 59 ½ and is no longer an Eligible Employee.

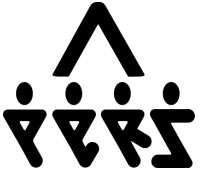
5. All other terms and conditions of the Plan shall remain in full force and effect.

IN WITNESS WHEREOF, the Board hereby adopts this First Amendment on _____, 2025.

North Dakota Public Employees Retirement System Board

By:
Title:

Date: _____



North Dakota
Public Employees Retirement System
1600 East Century Avenue, Suite 2 • PO Box 1657
Bismarck, North Dakota 58502-1657

Rebecca Fricke
Executive Director
(701) 328-3900
1-800-803-7377

Fax (701) 328-3920 Email ndpers-info@nd.gov Website www.ndpers.nd.gov

Memorandum

TO: NDPERS Board

FROM: Rebecca Fricke

DATE: April 4, 2025

SUBJECT: 457(b) Deferred Compensation Plan Private Letter Ruling

Ice Miller has notified NDPERS of a meeting they had with the IRS attorneys assigned to the request for a Private Letter Ruling for the 457(b) Deferred Compensation Plan. The IRS has requested minor changes to the Plan Document that are not substantive in nature, such as adding in more citations to the Internal Revenue Code and Treasury Regulations. Ice Miller has updated the Plan Document with these changes and provided the updated version to the IRS as there was a 21-day timeframe in which Ice Miller needed to respond. The revised redline version is attached for your information. Generally, these edits:

- Clarified the definition of "Eligible Retired Public Safety Officer".
- Clarified the process for commencement of participation and for making employer contributions.
- Updated the basic annual limitation and catch-up contribution language, particularly for SECURE 2.0.
- Clarified distribution restrictions, benefit distribution elections, payment options, and distributable events.
- Updated the required distribution rules to comply with Code Section 401(a)(9) and the recently released regulations.
- Moved the language regarding direct rollovers to a different Article of the Plan.

Once the IRS has confirmed the edits meet their request, we will bring the final Plan Document back for the Board's approval at a future meeting. In addition, Audra Ferguson of Ice Miller will attend the Board meeting to answer any questions the Board has regarding the process with the IRS or the edits that were made.

This item is informational and does not require any action by the Board.

Attachment

NORTH DAKOTA PUBLIC EMPLOYEES RETIREMENT SYSTEM DEFERRED
COMPENSATION 457(b) PLAN

Restated effective ~~October 1~~ _____, 2024-2025 Revised: ~~10/03/2024~~2025

Adoption Resolution

Resolved, that effective ~~October 1~~ _____, ~~2024~~2025, the State of North Dakota has restated the Section 457 Plan. The Plan is intended to satisfy the requirements of Section 457(b) of the Internal Revenue Code of 1986, as amended, and its associated regulations.

Signature

~~September 20, 2024~~

Date

Executive Director

Title

NORTH DAKOTA PUBLIC EMPLOYEES RETIREMENT SYSTEM DEFERRED COMPENSATION 457(B) PLAN

ARTICLE 1 PURPOSE

The North Dakota Public Employees Retirement System Board (“Board”) hereby amends, reestablishes and reaffirms the Section 457 Plan and Trust (“the Plan”). The Plan consists of the provisions set forth in this document. The primary purpose of this Plan is to retain present employees and attract new employees for participating employers by providing increased retirement income and other deferred benefits to employees and their beneficiaries in accordance with the provisions of section 457 of the Internal Revenue Code and amendments thereto and by providing additional investment opportunities that are not otherwise available under the North Dakota Section 457 Deferred Compensation Plan. This Plan shall be an agreement solely between the employer and participating employees. The Plan is intended to satisfy the requirements of an eligible deferred compensation plan under Internal Revenue Code section 457(b) and shall be interpreted as such.

Nothing contained in this Plan shall be deemed to constitute an employment contract or agreement for services between participating employees and their employer nor shall it be deemed to give a participating employee any right to be retained in the employ of, or under contract to, an employer. Nothing herein shall be construed to modify the terms of any employment contract or agreement for services between participating employees and their employer as this Plan is intended to be a supplement thereto.

ARTICLE 2 DEFINITIONS

- 2.1 Account Balance.** The bookkeeping account maintained with respect to each Participant which reflects the value of the deferred Compensation credited to the Participant, including the Participant’s Deferrals, Employer Contributions, the earnings or losses of the Trust Fund (net of Trust Fund expenses) allocable to the Participant, and any distribution made to the Participant or the Participant’s Beneficiary. The Account Balance also includes any account established under Article 7 for rollover contributions and plan-to-plan transfers made for a Participant, the account established for a Beneficiary after the Participant’s death, and any account established for an alternate payee (as defined in Code section 414(p)(8)).
- 2.2 Administrator.** The North Dakota Public Employees Retirement System Board shall serve as the Plan’s Administrator; however, the Administrator may designate an entity, person or persons as an administrative services provider to carry out certain nondiscretionary, administrative functions under the Plan, as described in Article 8.
- 2.3 Beneficiary.** The person or persons designated by the Participant who is entitled to receive benefits under the Plan after the death of a Participant. If no person is designated by the

Participant or if the designated Beneficiary predeceases the Participant, the Participant's estate shall be the Beneficiary.

- 2.4 **Board.** The North Dakota Public Employees Retirement System Board.
- 2.5 **Code.** The Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.
- 2.6 **Compensation.** All cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses and overtime pay, that is includible in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under section 125, 132(f), 401(k), 403(b) or 457(b) of the Code. Compensation also includes amounts paid to a Participant who has had a Severance from Employment, other than retirement or severance incentive payments, to the extent such amounts are paid by the later of 2½ months after the Participant's Severance from Employment or the end of the calendar year in which the Severance from Employment occurred, in accordance with Treas. Reg. section 1.457-(4)(d)(1) so long as the Employee would have been able to use the leave if employment had continued. Effective for years beginning after December 31, 2008, Compensation shall include military differential wage payments, as defined in Code section 3401(h).
- 2.7 **Deferral.** The amount of Compensation deferred in any calendar year.
- 2.8 **Eligible Retired Public Safety Officer.** An individual who has had a Severance from Employment as a public safety officer, as defined in Code section 402(l)(4)(C), with an Employer, ~~by reason of either disability or attainment of the age set forth in N.D.C.C. § 54-52-17 at which the Participant has the right to retire and receive unreduced retirement benefits under N.D.C.C. Chapter 54-52.~~
- 2.9 **Employee.** Each person, whether appointed or elected, employed by the Employer as a common law employee who performs services for the Employer for which Compensation is paid, and who has been determined by the Employer to be eligible to participate in the Plan in accordance with Section 3.1. Employee does not include an independent contractor.
- 2.10 **Employer.** The State of North Dakota, which includes any of the State's departments, divisions, agencies or institutions, as well as any city, county, or other political subdivision, agency or instrumentality of the State, within the meaning of section 414(d) of the Code that enters into an agreement with the Board to participate in the Plan.
- 2.11 **Employer Contribution.** Any nonelective contribution and/or matching contribution made pursuant to an election of the Employer accepted by the Plan Administrator.
- 2.12 **Includible Compensation.** An Employee's actual wages in box 1 of Form W-2 for a year for services to the Employer, but subject to the maximum amount under Code section 401(a)(17), and increased (up to the dollar maximum) by any compensation reduction election under section 125, 132(f), 401(k), 403(b) or 457(b) of the Code. Effective for years

beginning after December 31, 2008, Compensation shall include military differential wage payments, as defined in Code section 3401(h). Includible Compensation is determined without regard to any community property laws.

- 2.13 Investment Provider.** Any organization that has been approved by the Board to provide investment products under the Plan.
- 2.14 Normal Retirement Age.** Age 70 ½, or if later, the date the employee incurs a Severance from Employment. For purposes of the special section 457 catch-up limitation under Section 4.3, a Participant may designate, in writing, a Normal Retirement age that is earlier than age 70 ½ but not earlier than the earliest age at which the Participant has a right to retire and receive, under the applicable defined benefit pension plan of the Employer, immediate retirement benefits without actuarial or other reduction because of retirement before some later specified age. If the Participant is not eligible to receive benefits under a defined benefit pension plan maintained by the Employer, the Participant's designated Normal Retirement Age may not be earlier than age 55.
- 2.15 Participant.** An individual who (i) is currently deferring Compensation, or who (ii) is entitled to an Employer Contribution, or (iii) has previously deferred Compensation under the Plan by salary reduction or received an Employer Contribution, and who has not received a distribution of his or her entire benefit under the Plan.
- 2.16 Plan.** The North Dakota Public Employees Retirement System Deferred Compensation 457(b) Plan, as amended or restated from time to time.
- 2.17 Plan Contributions.** Deferrals and Employer Contributions made to the Plan.
- 2.18 Plan Year.** The calendar year.
- 2.19 Qualified Health Insurance Premiums.** Premiums for coverage for an Eligible Retired Public Safety Officer, his spouse, and/or his dependents, as defined in Code section 152, by an accident or health plan or qualified long-term care insurance contract, as defined in Code section 7702B(b).
- 2.20 Required Beginning Date.** April 1 of the calendar year following the later of the calendar year in which the Participant incurs a Severance from Employment or reaches the required minimum distribution age under Code section 401(a)(9).
- 2.21 Severance from Employment.** Thirty-one days after the Employee dies, retires or otherwise has a severance from employment with the Employer, as determined by the Administrator (and taking into account guidance issued under the Code).
- 2.22 Trust Fund.** The trust fund created under and subject to the provisions in Article 9.
- 2.23 Trustee.** The Board, or such other trustee duly appointed and currently serving in accordance with the provisions of Article 9.

- 2.24 **Valuation Date.** Each business day or such other valuation date as specified by the Investment Provider for a particular investment product, or as otherwise designated by the Board.

ARTICLE 3 PARTICIPATION AND CONTRIBUTIONS

- 3.1 **Eligibility.** Each Employee who works a minimum of 20 hours per week for 20 or more weeks per year, who is at least age 18 and who fills a permanent position that is regularly funded and not of limited duration shall be eligible to participate in the Plan and may defer Compensation hereunder immediately upon satisfying the eligibility requirements under this Section 3.1.
- 3.2 **Election Required for Deferrals.** An Employee may elect to become a Participant by executing an election to defer a portion of his or her Compensation (and have that amount contributed as Deferrals on his or her behalf) and submitting it to the Administrator. This participation election shall be made pursuant to a deferral agreement under which the Employee agrees to be bound by all the terms and conditions of the Plan. The Administrator may establish a minimum deferral amount, and may change such minimums from time to time. Subject to the limits of Article 4, a Participant must currently defer a minimum of \$25 per month. The participation election shall include selection of an Investment Provider. Any such election shall remain in effect until a new election is submitted.
- 3.3 **Commencement of Participation.** An Employee shall become a Participant as soon as administratively practicable following the date the Employee files a participation election pursuant to Section 3.2 or becomes eligible for Employer Contributions under Section 3.9. ~~An Such election under Section 3.2 shall become effective no earlier than the calendar month following the month in which the date the Employee files a participation election is made, pursuant to Section 3.2 or such other date becomes eligible for Employer Contributions under Section 3.9, as may be permitted under the Code, section 457(b)(4)(A). A new Employee may defer compensation payable in the calendar month during which the Participant first becomes an Employee if an agreement providing for the deferral is entered into on or before the first day on which the Participant performs services for the Employer.~~
- 3.4 **Information Provided by the Participant.** Each Employee enrolling in the Plan should provide to the Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Administrator to administer the Plan, including, without limitation, whether the Employee is a participant in any other eligible plan under Code section 457(b).
- 3.5 **Contributions Made Promptly.** Deferrals by the Participant under the Plan shall be transferred to the Trust Fund within a period that is not longer than is reasonable for the proper administration of the Participant's Account Balance. ~~For this purpose, Deferrals shall be treated as contributed within a period that is not longer than is reasonable for the proper administration if the contribution is made to the Trust Fund within 15 business days following the end of the month in which the amount would otherwise have been paid to the Participant.~~

- 3.6 Amendment of Deferral Election.** Subject to other provisions of the Plan, a Participant may at any time revise his or her participation election, including a change of the amount of his or her Deferrals, as well as his or her investment direction and his or her designated Beneficiary through the Investment Provider(s). However, the Board retains the authority to limit the frequency of changes to the amount of Deferrals, applied uniformly to all Employees, as it deems appropriate. Unless the election specifies a later effective date, a change in the amount of Deferrals shall take effect as of the first day of the next following month or as soon as administratively practicable if later. A change in the investment direction shall take effect as of the date provided by the Administrator on a uniform basis for all Employees. A change in the Beneficiary designation shall take effect when the election is accepted by the Investment Provider.
- 3.7 Leave of Absence.** Unless an election is otherwise revised, if a Participant is absent from work by leave of absence, Deferrals under the Plan shall continue to the extent that Compensation continues. If a Severance from Employment is determined to have occurred, the Participant may elect to receive a distribution of benefits as provided for in Article 5.
- 3.8 Disability.** A disabled Participant may elect to make Deferrals during any portion of the period of his or her disability to the extent that he or she has actual Compensation (not imputed compensation and not disability benefits) from which to make contributions to the Plan and has not had a Severance from Employment.
- 3.9 Employer Contributions.** A Participant shall become entitled to Employer Contributions as elected by the Employer and communicated to the Plan Administrator in a form acceptable to the Administrator. An Employee who is not a Participant shall become a Participant immediately upon becoming entitled to an Employer Contribution pursuant to the Employer's election, regardless of whether such Employee elects to make Deferrals.

ARTICLE 4 **LIMITATIONS ON AMOUNTS DEFERRED**

- 4.1 Basic Annual Limitation.** The maximum annual amount of Plan Contributions for any calendar year shall not exceed the lesser of (1) ~~the Applicable Dollar Amount or (2) the Participant's Includible Compensation for the calendar year. The Applicable Dollar Amount is the amount \$15,000, as~~ set forth under Code Section 457(e)(15)(A), as indexed in accordance with Code section ~~415(d);457(e)(15)(B) or (2) the Participant's Includible Compensation for the calendar year.~~
- 4.2 Age 50 Catch-up Contributions.** A Participant who will attain age 50 or more by the end of the calendar year is permitted to make ~~an additional annual amount of~~ Deferrals, up to the ~~maximum age 50 catch-up Deferrals for the year. The maximum annual dollar amount of the age 50 catch-up Deferrals for a year is the amount set forth applicable dollar amount~~ under Code section 414(v)(2), as indexed in accordance with Code section 414(v)(2)(C) ~~and~~. ~~[Optional] Effective January 1, 2025, the adjusted dollar amount under Code section 415(d);Section 414(v)(2)(E), as increased by the Cost of Living Adjustment in effect for such calendar year, shall apply to a Participant who will attain age 60 but will not attain age 64 by the end of the calendar year.~~

Formatted: Font: Bold, Italic

4.3 Special Section 457 Catch-up Limitation. If the applicable year is one of the Participant's last three consecutive calendar years ending before the year in which the Participant attains Normal Retirement Age and the amount determined under this Section 4.3 exceeds the amount computed under Section 4.1 and 4.2, then the annual limit on Plan Contributions under this Article 4 shall be the lesser of:

- (a) An amount equal to two times the ~~Applicable Dollar Amount~~applicable dollar amount under Section 4.1 for such year; or
- (b) The sum of:
 - (1) An amount equal to (A) the aggregate limit under Section 4.1 for the current calendar year plus each prior calendar year beginning after December 31, 2001 during which the Participant was an Employee under the Plan, minus (B) the aggregate amount of ~~Plan Contributions under the Plan~~for Compensation that the Participant deferred under the Plan during such years, plus
 - (2) An amount equal to (A) the aggregate limit under Code section 457(b)(2) for each prior calendar year beginning after December 31, 1978 and before January 1, 2002 during which the Participant was an Employee (determined without regard to Sections 4.2 and 4.3), minus (B) the aggregate contributions to Pre-2002 Coordination Plans (as defined by Treasury Regulations and provided in Section 4.4(c)) for such years.

Formatted: Indent: Left: 1", Space After: 12 pt, Outline numbered + Level: 4 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.08" + Indent at: 1.58"

However, in no event can the deferred amount be more than the Participant's Compensation for the year.

- (c) Effective January 1, 2026, or such later effective date determined by the Secretary of the Treasury through guidance and subject to such guidance, with respect to a Participant whose wages within the meaning of Code section 3121(a) for the preceding calendar year from the Employer exceed the limitation under Code section 414(v)(7)(A), as indexed, paragraph (b) shall not apply.

4.4 Special Rules. For purposes of this Article 4, the following rules shall apply:

- (a) If the Participant is or has been a participant in one or more other eligible plans within the meaning of Code section 457(b), then ~~the~~this Plan and all such other plans shall be considered as one plan for the purposes of applying the foregoing limitation ~~in~~of this Article 4. For this purpose, the Administrator shall take into account any other such eligible plan maintained by the Employer and shall also take into account any other such eligible plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan.
- (b) In applying Section 4.3, a year shall be taken into account only if the Participant was eligible to participate in the Plan during all or a portion of the year and

Compensation deferred, if any, under the Plan was subject to the maximum amount described in Section 4.1 or any other plan limit required by Code section 457(b).

- (c) For purposes of Section 4.3(b)(2), the term “contributions to Pre-2002 Coordination Plans” means any employer contribution, salary reduction or elective contribution under any other eligible Code section 457(b) plan, or a salary reduction or elective contribution under any other eligible Code section 401(k) qualified cash or deferred arrangement, Code section 402(h)(1)(B) simplified employee pension (SARSEP), Code section 403(b) annuity contract and Code section 408(p) simple retirement account, or under any plan for which a deduction is allowed because of a contribution to an organization described in Code section 501(c)(18), including plans, arrangements or accounts maintained by the Employer or any employer for whom the Participant performed services. However, the contributions for any calendar year are only taken into account for purposes of Section 4.3(b)(2) to the extent that the total of such contributions does not exceed the aggregate limit referred to in Code section 457(b)(2) for that year.
- (d) For purposes of Sections 4.1, 4.2 and 4.3, an individual is treated as not having deferred compensation under a plan for a prior taxable year to the extent Excess Deferrals (as defined in Section 4.5) under the plan are distributed. To the extent that the combined deferrals for pre-2002 years exceeded the maximum deferral limitations, the amount is treated as an Excess Deferral for those prior years.

4.5 Correction of Excess Deferrals. If the annual amount of Plan Contributions on behalf of a Participant for any calendar year exceeds the limitations described in this Article 4, or the annual amount of Plan Contributions on behalf of a Participant for any calendar year exceeds the limitations described in this Article 4 when combined with other amounts deferred by the Participant under another eligible deferred compensation plan under Code section 457(b) for which the Participant provides information that is accepted by the Administrator, then the annual amount of Plan Contributions, to the extent in excess of the applicable limitation (“Excess Deferral”), and adjusted for any income or loss in value, if any, allocable thereto, shall be distributed to the Participant.

4.6 Protection of Persons Who Serve in a Uniformed Service. An Employee whose employment is interrupted by qualified military service under Code section 414(u) or who is on a leave of absence for qualified military service under Code section 414(u) may elect to make additional Deferrals upon resumption of employment with the Employer equal to the maximum amount of annual Deferrals that the Employee could have elected during that period if the Employee’s employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Deferrals, if any, actually made for the Employee during the period of the interruption or leave. This right applies for five years following the resumption of employment, or if sooner, for a period equal to three times the period of the interruption or leave.

If such Participant elects to make such additional Deferrals, then the Employer shall make up the related matching Employer Contributions which would have been required had such Deferrals actually been made during the period of qualified military service. The make-up

contributions by the Employer shall be made as soon as practicable after the Participant makes such make-up contributions.

If the Participant timely resumes employment in accordance with USERRA after a qualified military leave, the Employer shall make any nonelective Employer Contributions that would have been made if the Participant had remained employed during the Participant's qualified military service. Such contributions must be made no later than ninety (90) days after the date of such reemployment or when contributions are normally due for the year in which the qualified military service was performed, if later.

In determining the amount of Deferrals and Employer Contributions, a Participant shall be treated as receiving compensation from the Employer during such period of qualified military service equal to: (i) the compensation the Participant would have received during such period if the Participant were not in qualified military service, determined based on the rate of pay the Participant would have received from the Employer but for the absence during the period of qualified military service; or (ii) if the compensation the Participant would have received during such period is not reasonably certain, the Participant's average compensation from the Employer during the twelve (12) month period immediately preceding the qualified military service (or, if shorter, the period of employment immediately preceding the qualified military service).

In addition, effective for deaths occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code section 414(u)(5)), this Plan shall provide all applicable benefits required in accordance with Code section 401(a)(37), but the provisions of Code section 414(u)(9) shall not apply to this Plan.

ARTICLE 5 DISTRIBUTION OF BENEFITS

5.1 Benefit Distributions. A Participant's Account Balance may not be paid to the Participant (Distribution Restrictions).

~~(a) In accordance with Code section 457(d), a Participant, or, if applicable, the Participant's Beneficiary, until one, shall be eligible to receive a distribution of the following events his or her Account Balance if the Participant:~~

~~5.1~~ has occurred:

~~(a)(1) the Participant's Severance from Employment;~~

~~(b) the Participant's death;~~

~~(2) an unforeseeable emergency, within the meaning of and subject to dies;~~

~~(c)(3) is eligible for a distribution under Section 5.54;~~

~~(d)(4) the Participant has a Severance from Employment and is subject to the mandatory distribution of his the Account Balance under Section 5.67.~~

~~(b) If a Participant has a separate Paragraph (a) notwithstanding, a Participant's account attributable to rollover contributions to the Plan made pursuant to Section~~

Formatted: Space After: 12 pt, Outline numbered + Level: 4 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.08" + Indent at: 1.58"

Formatted: Space After: 12 pt, Outline numbered + Level: 4 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.08" + Indent at: 1.58"

Formatted: List Paragraph, Space After: 12 pt, Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.58" + Indent at: 1.08"

~~7.1, the may be distributed to a Participant may at any time elect to receive a distribution of all or any portion of the amount held in, to the extent that the rollover account contributions made pursuant to Section 7.1 have been separately accounted for by the Administrator.~~

~~5.2 Benefit Distribution Election.~~

~~(a) 5.2 A Participant may elect to commence distribution of his or her Account Balance any time after retirement or other Severance of Employment by filing an application for a distribution with the Administrator. However, in no event may distribution of benefits to the Participant commence later than the Required Beginning Date. The amount of such required minimum distribution shall be determined in accordance with Code section 401(a)(9) and the regulations thereunder, as applicable to a governmental plan as defined in Code section 414(d).~~

Formatted: Justified, Indent: Left: 0", Space After: 12 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.08" + Indent at: 0.58"

Formatted: Font: Bold

~~5.3 Payment Options.~~

~~(a) A Participant (or, if applicable, the Participant's Beneficiary) may elect entitled to a distribution under this Section 5 may elect to receive payment in the form of the following forms of distribution:~~

- ~~(1) a lump sum or systematic distribution option payment of the total Account Balance;~~
- ~~(2) annual, monthly, or quarterly installment payments as permitted under the terms of the investment product(s); or may elect~~
- ~~(3) a direct rollover to an Eligible Retirement Plan as described in Section 5.7. Notwithstanding any other provision of the Plan, the elected form of~~

~~(b) A lump sum payment of a Participant's Account may be made without the consent of the Participant or Beneficiary if their Account Balance does not exceed \$1,000 taking into account their Rollover Contribution Account, unless the Participant elects to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover or to receive the distribution directly in a lump sum.~~

~~5.4 Distribution Events.~~

~~(a) Unforeseeable Emergency Distributions. shall comply with required In accordance with Code section 457(d)(1)(A)(iii) and Treasury Regulation § 1.457-6(c)(1), if the Participant has an unforeseeable emergency before Severance from Employment, the Participant may elect to receive a lump sum distribution equal to the amount requested or, if less, the maximum amount determined by the Administrator to be permitted to be distributed under this Section 5.4(a).~~

Formatted: Font: Not Bold

- ~~(1) For this purpose, an unforeseeable emergency is defined as a severe financial hardship of the Participant resulting from an illness or accident of the Participant, the Participant's spouse or dependents (as defined in~~

Formatted: List Paragraph, Space After: 12 pt, Outline numbered + Level: 4 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.08" + Indent at: 1.58"

Code section 152(a) without regard to Code section 152(b)(1), (b)(2) and (d)(1)(B); loss of the Participant's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, e.g., as a result of natural disaster); the need to pay for the funeral expenses of the Participant's spouse or dependent (as defined in Code section 152(a) without regard to Code section 152(b)(1), (b)(2) and (d)(1)(B)); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. For example, the imminent foreclosure of or eviction from the Participant's primary residence may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including nonrefundable deductibles, as well as for the cost of prescription drug medication, may constitute an unforeseeable emergency. ~~rules under Code section 401(a)(9) and the regulations thereunder, as applicable to a governmental plan as defined~~ Except as otherwise specifically provided in this Section 5.4(a), neither the purchase of a home nor the payment of college tuition is an unforeseeable emergency.

(2) A distribution on account of unforeseeable emergency may not be made to the extent that such emergency is or may be relieved through reimbursement of compensation from insurance or otherwise, by liquidation of the Participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship, or by cessation of deferrals under the Plan.

(3) ~~Code section 414(d), including~~ Distributions because of an unforeseeable emergency may not exceed the amount reasonably necessary to satisfy the emergency (which may include any amounts necessary to pay any ~~minimum distribution~~ federal, state, or local income taxes or penalties reasonably anticipated to results from the distribution).

(b) Voluntary Distribution of Small Amounts. Upon proper written request to the Administrator, a Participant may elect to receive a distribution of his or her total Account Balance in a lump sum if the Account Balance does not exceed \$7,000 (or the dollar limit under Code section 411(a)(11), if greater) without regard to amounts attributable to rollover contributions under Section 7.1, no Plan Contributions have been made for the Participant during the two-year period immediately prior to the date of distribution, and the Participant has not previously received a distribution of his or her Account Balance under this Section 5.4.

5.5 Death Benefit. If a Participant dies before the distribution of his or her entire Account Balance, the remaining Account Balance shall be distributed to the Beneficiary(ies) as soon as administratively practicable after the Participant's death, unless the Beneficiary elects a later payment date, subject to Code section 401(a)(9). A Beneficiary may elect to receive the Participant's Account Balance under any distribution option available under Section 5.3, subject to Code section 401(a)(9).

5.6 Required Distribution Rules.

- (a) The provisions of this Section 5.5 take precedence over any inconsistent provisions of the Plan. As required by Code section 457(d)(2), the Plan shall comply with the minimum distribution requirements of Code section 401(a)(9), as applicable to an eligible governmental plan described in Treasury Regulation § 1.457-2(f). All distributions under this Plan shall be made in accordance with a reasonable and good faith interpretation of Code section 401(a)(9) and the regulations promulgated thereunder, including the incidental death benefit requirements rules under Code Section 401(a)(9)(G) and the changes under the Setting Every Community Up for Retirement Enhancement (SECURE) Act of 2019, SECURE 2.0 of 2022, and Treasury Regulation Sections 1.401(a)(9)-1 through -9, as each may be amended from time to time.
- (b) A Participant's Accounts will be distributed, beginning not later than as required under paragraph (c), over one of the following periods (or a combination thereof):
- (1) The life of the Participant;
 - (2) The life of the Participant and a Designated Beneficiary;
 - (3) A period certain not extending beyond the life expectancy of the Participant; or
 - (4) A period certain not extending beyond the joint and last survivor life expectancy of the Participant and Designated Beneficiary;
- (c) A Participant's Account shall be distributed to the Participant beginning no later than April 1 of the calendar year following the later of (i) the calendar year in which the Participant attains the applicable age within the meaning of Code Section 401(a)(9)(C)(v) or (ii) the calendar year in which the Participant has a Severance from Employment.
- (d) Subject to regulations or other guidance issued under Code Section 401(a)(9), upon the death of the Participant before distribution of their Account has begun under paragraph (c), the following distribution provisions shall take effect:
- (1) The portion of the Participant's Account payable to a Beneficiary that is not a Designated Beneficiary shall be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
 - (2) The portion of the Participant's Account payable to a Designated Beneficiary who is not an Eligible Designated Beneficiary shall be distributed by December 31 of the calendar year containing the tenth anniversary of the Participant's death.

- (3) The portion of the Participant's Account payable to an Eligible Designated Beneficiary shall be distributed, pursuant to the election of the Eligible Designated Beneficiary, either (i) by December 31 of the calendar year containing the tenth anniversary of the Participant's death, or (ii) beginning no later than December 31 of the calendar year immediately following the calendar year in which the Participant died, over the life of the Eligible Designated Beneficiary or over a period not exceeding the life expectancy of the Eligible Designated Beneficiary. If the Eligible Designated Beneficiary is the surviving Spouse, the Eligible Designated Beneficiary may elect to delay payment under item (ii) until December 31 of the calendar year in which the Participant would have attained the applicable age within the meaning of Code Section 401(a)(9)(C)(v). If the Eligible Designated Beneficiary does not elect a method of distribution as provided above, the Participant's Accounts shall be distributed in accordance with item (i).
- (e) Subject to regulations or other guidance issued under Code Section 401(a)(9), upon the death of the Participant after distribution of their Account has begun under paragraph (c), any remaining portion of their Account shall continue to be distributed at least as rapidly as under the method of distribution in effect at the time of the Participant's death; provided, however, that the portion of the Participant's Account payable to a Designated Beneficiary who is not an Eligible Designated Beneficiary shall be distributed in its entirety by December 31 of the calendar year containing the tenth anniversary of the Participant's death.
- (f) Upon the death of an Eligible Designated Beneficiary, or the attainment of age 21 of an Eligible Designated Beneficiary who is a minor child of the Participant, before distribution of the Participant's entire Account under paragraphs (d) or (e), the remainder of the Participant's Account shall be distributed by December 31 of the calendar year containing the tenth anniversary of the Eligible Designated Beneficiary's death, or by December 31 of the calendar year in which the child attains age 31, as applicable.
- ~~(b)~~(g) Any distribution required under the incidental death benefit requirements of Code Section 401(a) shall be treated as a distribution required under this Section 5.5.
- ~~(e)~~(h) Effective in 2009, notwithstanding subsections (a) and (b) above, a Participant (or, if applicable, the Participant's Beneficiary) who would have been required to receive required minimum distributions for 2009 but for the enactment of Code section 401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2009 RMDs or (2) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's designated Beneficiary, or for a period of at least 10 years ("Extended 2009 RMDs"), will receive those distributions for 2009 unless the Participant or Beneficiary chooses not to receive such distributions.

Formatted: Space After: 12 pt, Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.58" + Indent at: 1.08"

Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distributions described in the preceding sentence. In addition, notwithstanding Section 5.6(a)(3) of the Plan, and solely for the purpose of applying the direct rollover provisions of the Plan, the Board shall only offer direct rollover of 2009 RMDs and Extended 2009 RMDs that are received by a Participant or Beneficiary to the extent such distributions that would be Eligible Rollover Distributions without regard to Code section 401(a)(9)(H).

Formatted: Font: Bold

~~(d)(i)~~ Effective 2020, notwithstanding any other provisions of this Plan, a Participant who would have been required to receive required minimum distributions in 2020 (or paid in 2021 for the 2020 calendar year for a recipient with a Required Beginning Date of April 1, 2021) but for the enactment of section 401(a)(9)(I) of the Code ("2020 RMD"), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2020 RMDs, or (2) one or more payments (that include the 2020 RMDs) in a series of substantially equal periodic payments made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancies) of the Participant and the Participant's designated Beneficiary, or for a period of at least 10 years ("Extended 2020 RMDs"), will receive those 2020 distributions unless the Participant or Beneficiary elects not to receive such distribution. Notwithstanding the preceding sentence, a Participant or Beneficiary will be given an opportunity to make an election as to whether or not to receive such 2020 RMD distributions.

Formatted: Font: Bold

~~**5.3 — Death Benefit Distributions prior to January 1, 2022.** For Participant deaths prior to January 1, 2022, this Section 5.3 shall apply. Upon the death of the Participant, the Participant's Beneficiary may elect to receive the Participant's Account Balance in any form permitted under Section 5.2. However, if the Beneficiary of the Participant is the Participant's estate, the benefit will be payable only in a single lump sum. Such Beneficiary may also designate his or her own beneficiary, or if none is designated, the Beneficiary's estate will receive any benefits payable upon the Beneficiary's death. Notwithstanding any other provision in the Plan to the contrary, distributions upon the death of a Participant shall be made in accordance with the following requirements and shall otherwise comply with Code section 401(a)(9) and the regulations thereunder, as applicable to a governmental plan as defined in Code section 414(d), including any minimum distribution incidental benefit requirements.~~

~~(a) — If the designated Beneficiary is not the Participant's surviving spouse, distributions after the Participant's death must either (1) begin to be distributed no later than December 31st of the calendar year immediately following the year of the Participant's death, payable over a period not to exceed the Beneficiary's life expectancy; or (2) be distributed no later than December 31st of the calendar year containing the fifth anniversary of the Participant's death.~~

~~(b) — If the designated Beneficiary is the Participant's surviving spouse, distributions after the Participant's death must begin to be distributed by the later of December 31st of the calendar year immediately following the year of the Participant's death~~

or December 31st of the calendar year in which the Participant would have attained age seventy two (72) (or age 70½ with respect to a Participant who was born before July 1, 1949), or other applicable age under Code section 401(a)(9). Payments to a surviving spouse must be made over a period not to exceed the surviving spouse's life expectancy. Alternatively, the surviving spouse may elect to receive a total distribution of the Participant's Account Balance by no later than December 31st of the calendar year containing the fifth anniversary of the Participant's death.

(c) If distributions have begun prior to the death of the Participant, the remaining portion of the Participant's Account Balance shall be distributed to the Beneficiary at least as rapidly as under the method of distribution in effect prior to the Participant's death.

5.4 ~~Death Benefit Distributions After December 31, 2021.~~ Notwithstanding any contrary provisions, effective for Participant deaths after December 31, 2021, the following distribution provisions in this section 5.4 shall take effect; provided, however, that such provisions shall be subject to any regulations or other guidance issued under the SECURE Act.

(a) ~~Death with a Designated Beneficiary. If the Participant dies before the distribution of his or her entire account (regardless of whether any distributions had begun before the Participant's death) and the Participant has a designated Beneficiary:~~

(1) ~~The entire account shall be distributed to the designated Beneficiary by December 31 of the calendar year containing the tenth anniversary of the Participant's death.~~

(2) ~~Notwithstanding the paragraph above, if the designated Beneficiary is surviving spouse, then the surviving spouse may elect for the Participant's account(s) to be distributed (i) by December 31 of the calendar year containing the tenth (10th) anniversary of the Participant's death, or (ii) the later of December 31 of the calendar year immediately following the calendar year in which the Participant died or December 31 of the calendar year in which the Participant would have attained age seventy two (72) (or age 70½ with respect to a Participant who was born before July 1, 1949), or other applicable age under Code section 401(a)(9).~~

(3) ~~For calendar years beginning after December 31, 2023, if the designated Beneficiary is the Participant's surviving spouse, the surviving spouse may elect to be treated as if he or she were the Participant, pursuant to Code Section 401(a)(9)(B)(iv).~~

(b) ~~Death without a Designated Beneficiary. If the Participant dies before distributions of his or her account begins and the Participant has no designated Beneficiary, the Participant's account under the Plan shall be distributed by December 31 of the calendar year containing the fifth (5th) anniversary of the Participant's death. If the Participant dies after distribution of his or her account begins and the Participant has no designated Beneficiary, any remaining portion of the account shall continue to be distributed at least as rapidly as under the method of distribution in effect at the time of the Participant's death.~~

5.5 ~~Unforeseeable Emergency Distributions.~~ If the Participant has an unforeseeable emergency before Severance from Employment, the Participant may elect to receive a lump sum distribution equal to an amount not to exceed the amount reasonably necessary

Formatted: Font: Not Bold

to satisfy the emergency need, which may include amounts necessary to pay federal, state or local income taxes or penalties reasonably anticipated to result from the distribution, as determined by the Administrator.

~~(1) For this purpose, an unforeseeable emergency is defined as a severe financial hardship of the Participant resulting from an illness or accident of the Participant, the Participant's spouse or dependents (as defined in Code section 152(a) without regard to Code section 152(b)(1), (b)(2) and (d)(1)(B)); loss of the Participant's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, e.g., as a result of natural disaster); the need to pay for the funeral expenses of the Participant's spouse or dependent (as defined in Code section 152(a) without regard to Code section 152(b)(1), (b)(2) and (d)(1)(B)); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. For example, the imminent foreclosure of or eviction from the Participant's primary residence may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including nonrefundable deductibles, as well as for the cost of prescription drug medication, may constitute an unforeseeable emergency. Except as otherwise specifically provided in this Section 5.5, neither the purchase of a home nor the payment of college tuition is an unforeseeable emergency.~~

~~(1) A distribution on account of unforeseeable emergency may not be made to the extent that such emergency is or may be relieved through reimbursement of compensation from insurance or otherwise, by liquidation of the Participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship, or by cessation of deferrals under the Plan.~~

5.6 — Distribution of Small Account Balances. Upon proper written request to the Administrator, a Participant may elect to receive a distribution of his or her total Account Balance in a lump sum if the Account Balance does not exceed \$7,000 (or the dollar limit under Code section 411(a)(11), if greater) without regard to amounts attributable to rollover contributions under Section 7.1, no Plan Contributions have been made for the Participant during the two year period immediately prior to the date of distribution, and the Participant has not previously received a distribution of his or her Account Balance under this Section 5.6.

5.7 — Direct Rollovers. Notwithstanding any provision of the Plan to the contrary, a Distributee shall be permitted to elect to have an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan in a direct rollover, at the time and in the manner prescribed by the Administrator.

(a) An "Eligible Rollover Distribution" means any distribution of all or a portion of a Participant's Account Balance, except that an Eligible Rollover Distribution does not include:

Formatted: List Paragraph, Space After: 12 pt, Outline numbered + Level: 4 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.08" + Indent at: 1.58"

- ~~(1) any distribution that is one of series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and a designated Beneficiary, or for a specified period of 10 years or more;~~
- ~~(2) any distribution made under Section 5.5 as a result of an unforeseeable emergency; or~~
- ~~(3) any distribution to the extent such distribution is a required minimum distribution under Code section 401(a)(9).~~

~~(b) An "Eligible Retirement Plan" means an individual retirement account described in Code section 408(a), an individual retirement annuity described in Code section 408(b), an annuity plan described in Code section 403(a), a qualified trust described in Code section 401(a), an eligible deferred compensation plan described in Code section 457(b) that is maintained by a governmental entity described in Code section 457(e)(1)(A), an annuity contract described in Code section 403(b), a Roth IRA described in Code section 408A, and effective December 18, 2015, a SIMPLE IRA as described in Code section 408(p), provided that the rollover contribution is made after the two year period beginning on the date the Distributee first participated in any qualified salary reduction arrangement maintained by the Distributee's employer under Code Section 408(p)(2), as described in Code Section 72(t)(6). However, for an Eligible Rollover Distribution to a designated Beneficiary other than the surviving spouse, an Eligible Retirement Plan is only an individual retirement account described in Code section 408(a) or an individual retirement annuity described in Code section 408(b) that is treated as an inherited IRA in accordance with Code section 402(e)(11).~~

~~(c). A "Distributee" includes a Participant or former Participant or the Participant's or former Participant's designated Beneficiary. In addition, the Participant's or former Participant's spouse or former spouse are Distributees with regard to the interest of the spouse or former spouse.~~

Formatted: Indent: Left: 1.69", Right: 0.08", Space After: 12 pt, Outline numbered + Level: 5 + Numbering Style: i, ii, iii, ... + Start at: 1 + Alignment: Right + Aligned at: 1.69" + Indent at: 1.94"

5.85.7 Amount of Account Balance. For all purposes under the Plan, the amount of any payment under this Article 5 shall be based on the amount of the Account Balance on the preceding Valuation Date, plus Plan Contributions made to the Plan from the Valuation Date to the date of distribution.

5.95.8 Retired Public Safety Officer Health Premiums. Pursuant to Code section 457(a)(3), Eligible Retired Public Safety Officers may elect an annual distribution of the lesser of the amount paid by such Eligible Retired Public Safety Officer, or \$3,000, for the payment of Qualified Health Insurance Premiums.

Formatted: Justified, Indent: Left: 0", Space After: 12 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.08" + Indent at: 0.58"

ARTICLE 6 LOANS

This Plan does not permit loans from the Account Balances of Participants.

ARTICLE 7
ROLLOVERS AND TRANSFERS

7.1 Rollover Contributions to the Plan. A Participant who has enrolled and is currently eligible to defer Compensation under this Plan and who is entitled to receive an Eligible Rollover Distribution (as defined in Section 5.7(a) but excluding any after-tax employee contributions) from another Eligible Retirement Plan (as defined in Code section 402(c)(8)) may request to have all or a portion of such Eligible Rollover Distribution paid to the Plan. The Administrator may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Code section 402 and to confirm that such plan is an Eligible Retirement Plan within the meaning of Code section 402(c)(8).

The Plan shall establish and maintain for the Participant a separate account for any Eligible Rollover Distribution paid to the Plan from any Eligible Retirement Plan that is not an eligible governmental plan under Code section 457(b). In addition, the Plan shall establish and maintain for the Participant a separate account for any Eligible Rollover Distribution paid to the Plan from any Eligible Retirement Plan that is an eligible governmental plan under Code section 457(b).

7.2 Direct Rollovers

(a) Notwithstanding any provision of the Plan to the contrary, a Distributee may elect to have an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan as specified by the Distributee in a Direct Rollover, at the time and in the manner prescribed by the Administrator.

(b) For purposes of this Section 5.7, the following definitions shall apply:

(1) "Direct Rollover" means an Eligible Rollover Distribution that is paid directly to an Eligible Retirement Plan for the benefit of the Distributee.

(2) "Distributee" means a Participant, the spouse of the Participant, the Participant's former spouse who is an alternate payee under a qualified domestic relations order as defined in Code section 414(p), and a Participant's non-spouse Beneficiary, any of whom is eligible to receive a distribution from the Plan.

(3) "Eligible Retirement Plan" as defined under Code section 402(c)(8)(B), means (i) an individual retirement account described in Code section 408(a); (ii) an individual retirement annuity described in Code section 408(b); (iii) a simple retirement account described in Code section 408(p)(1) following the two year period described in Code section 72(t)(6); (iv) an annuity plan described in Code section 403(a); (v) a plan described in Code section 403(b); (vi) a qualified plan described in Code section 401(a); (vii) a Code section 457(b) eligible deferred compensation plan that is maintained by a governmental entity described in Code section 457(e)(1)(A); and (viii) effective January 1, 2008, a Roth individual retirement account described in Code section 408A(e), provided the

Distributee's adjusted gross income does not exceed any limit applicable under federal law for the tax year in which the distribution occurs.

In the case of a distribution to a Participant's non-spouse Beneficiary, an Eligible Retirement Plan means the plans described in subparagraphs (1) and (2) only, to the extent consistent with the provisions under Code section 402(c)(11) and any successor provisions thereto or additional guidance issued thereunder.

- (4) "Eligible Rollover Distribution," as defined in Code section 402(f)(2)(A), means any distribution of all or any portion of the balance to the credit of the Distributee under the Plan, excluding the following:
- i. any distribution that is one of series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and a designated Beneficiary, or for a specified period of 10 years or more;
 - ii. any distribution made under Section 5.4(a) as a result of an unforeseeable emergency;
 - iii. any distribution to the extent such distribution is a required minimum distribution under Code section 401(a)(9); or
 - iv. other items designated by regulations, or by the Commissioner in revenue rulings, notices, or other guidance, as items that do not constitute an eligible rollover distribution.

7-17.3 Plan-to-Plan Transfers to the Plan. Participants who are participants in another eligible governmental plan under Code section 457(b) may transfer assets to this Plan as provided in this Section 7.2, but only if the other plan provides for the direct transfer of each Participant's interest therein to the Plan. The Administrator may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with Code section 457(e)(10) and Treas. Reg. section 1.457-10(b) and to confirm that the other plan is an eligible governmental plan as defined in Treas. Reg. section 1.457-2(f). The amount so transferred shall be credited to the Participant's Account Balance and shall be held, accounted for, administered and otherwise treated in the same manner as Plan Contributions under the Plan, except that transferred amounts shall not be considered a Plan Contribution under the Plan in determining the maximum deferral under Article 4.

Formatted: Space Before: 12 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.08" + Indent at: 0.58"

7-27.4 Plan-to-Plan Transfers from the Plan. Participants and Beneficiaries may elect to have all or any portion of their Account Balance transferred to another eligible governmental plan within the meaning of Code section 457(b) and Treas. Reg. section 1.457-2(f). A transfer is permitted for a Participant under this Section 7.3 only if the Participant has had a Severance from Employment with the Employer and is an employee of the entity that maintains the other eligible governmental plan. Further, a transfer is permitted only if the

Formatted: Indent: Left: 0", Space Before: 12 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.08" + Indent at: 0.58"

other eligible governmental plan provides for the acceptance of plan-to-plan transfers with respect to Participants and Beneficiaries and for each Participant or Beneficiary to have an amount deferred under the other plan immediately after the transfer at least equal to the amount transferred.

Upon the transfer of assets under this Section 7.3, the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred. The Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 7.3 (e.g., to confirm that the receiving plan is an eligible governmental plan and to assure that the transfer is permitted under the receiving plan) or to effectuate the transfer pursuant to Treas. Reg. section 1.457-10(b).

7.37.5 Permissive Service Credit Transfers. Pursuant to Treas. Reg. § 1.457-10(b)(8), a

Participant may elect to have any portion of his or her Account Balance transferred to a tax-qualified, governmental defined benefit plan (as defined in Code section 414(d)) that provides for the acceptance of plan-to-plan transfers for the purchase of permissive service credit (as defined in Code section 415(n)(3)(A)) under the receiving governmental defined benefit plan or a repayment to which Code section 415 does not apply by reason of Code section 415(k)(3). A transfer for such purpose may be made before the Participant has had a Severance from Employment.

Formatted: Indent: Left: 0", Space Before: 12 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.08" + Indent at: 0.58"

ARTICLE 8 ADMINISTRATION

This Plan shall be administered by the Administrator, as directed by the Board, in accordance with Code section 457 and applicable regulations thereunder. The Board shall have the authority to make all discretionary decisions affecting the rights or benefits of the Participants which may be required in administration of this Plan. The Board's decisions shall be afforded the maximum deference permitted by applicable law. The Board shall exercise all rights, powers and duties granted to it by law and as necessary to administer the Plan. The Board shall approve or disapprove Investment Providers and may contract with Investment Providers to offer investment products under the Plan and provide services to the Plan as the Board deems appropriate.

The Board may delegate specific duties and responsibilities under the Plan, including by contracting with an administrative service provider to perform specific, nondiscretionary administrative functions under the Plan, including the maintenance of Participants' Account Balances, the provision of periodic reports on the status of each Account Balance, the disbursement of benefits on behalf of the Board in accordance with the terms of this Plan, and the maintenance of Beneficiary designations. The Board shall supervise the operation of the Plan, maintain records and supply information to the Participants or other parties.

ARTICLE 9 TRUST FUND

9.1 Establishment of Trust. The assets of the Plan, including all Plan Contributions, property, rights purchased with Plan Contributions, and all income attributable to such assets, are held in insurance annuity contracts or custodial account contracts that have been entered into with one or more investment Providers by the Board that meet the exclusive benefit

Formatted: Indent: Left: 0", Space After: 12 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.08" + Indent at: 0.58"

and other requirements of Code sections 457(g) and 401(f). Under the terms of the insurance annuity and custodial account contracts under this Section 9.1 it shall be impossible, prior to the satisfaction of all liabilities with respect to the Accounts of Participants and Beneficiaries, for any part of the assets or income of the contracts to be used for, or diverted to, any purpose other than for the exclusive benefit of the Participants and Beneficiaries of the Plan and Trust. For purposes of this Article 9, custodial accounts and annuity contracts shall be treated as held in trust, assuming it is a valid trust under state law, so long as such custodial accounts and annuity contracts satisfy the requirements set forth in Treas. Reg. section 1.457-8(a)(3).

9-19.2 Trustee. The Board shall be the Trustee for the Plan, unless the Board duly appoints another individual or entity to serve as trustee and such individual or entity agrees to act in that capacity hereunder. The Trustee shall ensure that all investments, amounts, property and rights held under the Trust Fund are held for the exclusive benefit of Participants and their Beneficiaries. The Trust Fund shall be liable to pay benefits under this Plan only to the extent of amounts that are available under the investment products selected by Participants and Beneficiaries, and neither the Board nor Employers shall be responsible for the investment or performance results of such investment products.

9-29.3 Specific Powers and Duties. The Board shall:

- (a) Exercise exclusive authority to invest and manage assets of the Plan. However, the Board may permit Participants to direct and control the investment of their contributions, together with accumulated earnings, among the investment options established by the Board.
- (b) Establish and adopt a statement of investment objectives and policies setting forth the manner and parameters of the investment of the assets of the Plan. The statement of investment objectives and policies shall be established in a manner consistent with the purposes of the Plan. The Board shall monitor the performance of the investments of the Plan to ensure such remain consistent with the investment policy established by the Board.
- (c) Establish an administrative budget sufficient to perform the duties under the Plan and to draw upon authorized sources to fund the budget.
- (d) Pay Plan benefits and related taxes from the assets of the Plan.
- (e) Obtain by employment or contract all the services necessary or appropriate to administer the Plan, including actuarial, auditing, custodial, investment, legal and recordkeeping services.
- (f) Procure and dispose of the goods and property of the Plan necessary for its proper administration.
- (g) Represent the Employers in all matters concerning the administration of the Plan.

- (h) Have full power and authority to adopt rules and regulations for the administration of the Plan and to interpret, alter, amend, or revoke any rules and rules and regulations so adopted.

9.39.4 Accounting. For accounting purposes, the Board will maintain a summary of the individual Account Balances of all Participants of the Plan whose benefits have not been annuitized. The accounting summary shall be identified as the general account of the North Dakota Section 457 Plan and Trust and will reflect from time to time the total deferred liability of the Plan as well as the individual balances for all Participants of the Plan.

ARTICLE 10 MISCELLANEOUS

- 10.1 Nonassignability.** Except as provided in Sections 10.2 and 10.3, the interests of each Participant or Beneficiary under this Plan are not subject to the claims of creditors. Participants and Beneficiaries shall not have any right to sell, assign, transfer or otherwise convey the right to receive any payments hereunder or any interest under the Plan, which payments and interest are expressly declared to be nonassignable and nontransferable. Nor shall any unpaid benefits be subject to attachment, garnishment or execution for the payment of any debts or judgments or be transferable by operation of law in the event of bankruptcy or insolvency of the Participant or any other person.
- 10.2 Domestic Relations Orders.** A Participant's benefit may be subject to division under a domestic relations orders between the Participant and the alternate payee (as defined in Code section 414(p)(8)) if the order is determined to be a qualified domestic relations order (as defined in Code section 414(p)(1) and modified by Code section 414(p)(11)). The Administrator shall establish reasonable procedures for determining the qualified status of a domestic relations order and for effectuating distribution pursuant to a qualified domestic relations order. Distribution shall be made to an alternate payee in a single lump sum pursuant to a domestic relations order within 21 days after the later of the date the order is deemed to be qualified pursuant to the Plan policies and procedures or the date the order is entered by the court, without regard to whether the Participant is eligible for a distribution of benefits under the Plan.
- 10.3 IRS Levy.** Notwithstanding Section 10.1, the Administrator may pay from a Participant's or Beneficiary's Account Balance the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.
- 10.4 Mistaken Contributions.** If any contribution is made to the Plan by a good faith mistake of fact, then within one year after payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Employer.

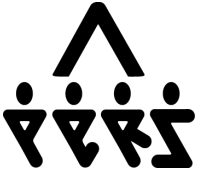
- 10.5 Payments to Minors and Incompetents.** If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Investment Provider, benefits will be paid to such person as the Investment Provider may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.
- 10.6 Distributee Cannot be Located.** If the Administrator does not have current contact information for or is unable to identify a Participant or Beneficiary, the Administrator shall make reasonable attempts to determine the address and identity of the Participant or Beneficiary entitled to benefits under the Plan. A reasonable attempt to locate a missing or lost Participant or Beneficiary shall include (a) providing notice to the Participant at the Participant's last known address via certified mail; (b) determining whether the Employer's records or the records of another plan maintained by the Employer has a more current address for the Participant; (c) attempting to contact any named Beneficiary of the Participant; and (d) searching for the missing Participant via free electronic search tools, such as internet search engines, public record databases, obituaries, and social media. If such search methods are unsuccessful, based on the facts and circumstances, the Administrator may use other search methods, including using internet search tools, commercial locator services, credit reporting agencies, information brokers, investigation databases, and analogous services that may involve charges. The Administrator may charge missing Participants and Beneficiaries reasonable expenses for efforts to find them. In the event that the Administrator is unable to locate a Participant or Beneficiary entitled to benefits under the Plan, the Trustee shall continue to hold the benefits due to such person under the Plan in the Participant's Account.
- 10.7 Applicable Law.** This Plan and Trust shall be construed under the laws of the State of North Dakota with the intent that it meets the requirements of an eligible deferred compensation plan under Code section 457(b), as amended. The provisions of this Plan and Trust shall be interpreted whenever possible in conformity with the requirements of that Code section.
- 10.8 Gender and Number.** The masculine pronoun, whenever used herein, shall include the feminine pronoun, and the singular shall include the plural, except where context requires otherwise.

ARTICLE 11 AMENDMENT OR TERMINATION

- 11.1 Amendment or Termination of the Plan.** The Board may terminate (with 60 days notice to the Employer and the Participants and Beneficiaries) or amend the provisions of this Plan at any time; provided, however, no termination or amendment shall affect the rights of a Participant or a Beneficiary to the receipt of benefits with respect to any Compensation deferred before termination or amendment, as adjusted for the investment experience of the Participant's or Beneficiary's Account Balance prior to or subsequent to the termination or amendment of the Plan. An Employer who has entered into agreement with the Board to participate in this Plan may, with 60 days notice to the Board and their Participants and

Beneficiaries, terminate their participation agreement in a manner consistent with and in the same manner as described in the preceding sentence.

11.2 Distribution Upon Termination. Upon termination of the Plan, the Board shall direct distribution of the assets of the Plan and Trust Fund to Participants and Beneficiaries in a manner that is consistent with and satisfies the provisions of Section 5.2 as soon as administratively practicable after a resolution to terminate the Plan is adopted.



Memorandum

TO: NDPRS Board

FROM: Marcy Aldinger

DATE: April 4, 2025

SUBJECT: Defined Contribution 2025 (DC 2025) Plan Enrollment and Special Election Window Update

DC Special Election Window

As of March 26, 2025, 4,013 employees were eligible to transfer to the corresponding Defined Contribution Plan. There were 105 transfers which is 2.61%.

DC 2025 Plan Enrollment

| Date | Hires | 0% | 1% | 2% | 3% | 4% | 5% | 6% | DC Election Total | Def Comp Election Total | DC 2025 + Def Comp Election Total | No election | Forfeited election | Still eligible | % that elected match |
|-----------|-------|----|----|----|-----|----|----|----|-------------------|-------------------------|-----------------------------------|-------------|--------------------|----------------|----------------------|
| 1/16/2025 | 159 | 5 | 2 | 6 | 28 | | | | 41 | | 41 | 118 | | | 25.79% |
| 2/7/2025 | 352 | 33 | 12 | 15 | 115 | | | 1 | 175 | 5 | 181 | 171 | | | 51.42% |
| 2/13/2025 | 401 | 44 | 14 | 19 | 139 | | | 1 | 216 | 9 | 226 | 175 | | | 56.36% |
| 2/20/2025 | 477 | 49 | 18 | 24 | 183 | | | 1 | 274 | 7 | 282 | 195 | | | 59.12% |
| 2/28/2025 | 575 | 60 | 25 | 27 | 225 | | | 2 | 337 | 15 | 354 | 221 | | | 61.57% |
| 3/6/2025 | 606 | 66 | 27 | 30 | 245 | | 1 | 2 | 371 | 17 | 388 | 234 | 116 | 119 | 64.03% |
| 3/13/2025 | 650 | 72 | 30 | 35 | 276 | | 1 | 2 | 416 | 19 | 435 | 234 | 126 | 108 | 66.92% |
| 3/20/2025 | 738 | 77 | 39 | 40 | 330 | | 1 | 2 | 489 | 19 | 508 | 249 | 148 | 101 | 68.83% |
| 3/27/2025 | 772 | 79 | 43 | 40 | 356 | | 1 | 2 | 521 | 23 | 544 | 251 | 154 | 97 | 70.47% |

NDPRS sends the Welcome Letter, which is printed and mailed the day after the employer enrolls the employee with NDPRS. Also, NDPRS sends a reminder letter to DC 2025 members 14 days after hire.

Employee Education

Empower live events

- Conducted twice a month to explain the provisions of the DC 2025 Plan, including the matching opportunities and investment options available.
- A recorded event is available should a new employee miss a live event.
- A QR code to register for an event is included in the Welcome Letter.
- Email notifications sent out with event registration.
- Empower live event information available on the NDPRS website.

1/7/2025 -18 registrations and 15 attendees
 1/22/2025 - 23 registrations and 13 attendees
 2/11/2025 - 70 registrations and 57 attendees
 2/20/2025 - 45 registrations and 29 attendees
 3/6/2025 – 37 registrations and 32 attendees
 3/18/2025 – 39 registrations and 24 attendees

Financial Essentials Workshop (FEW)

Annual event for new and mid-career employees.
 4/7/2025 – Understand the Main Retirement Plan - NDPERS
 4/8/2025 – **Understand the Defined Contribution Retirement Plan** - NDPERS
 4/9/2025 – Basic Estate Planning - Attorney
 4/10/2025 – College SAVE - BND

YouTube videos.
 NDPERS counselors.
 Empower Resources.

| EmpowerMyRetirement.com | Care Center 866-816-4400 | Retirement Plan Counselor | Workplace Planning & Advice 877-534-4569 |
|---|---------------------------------------|---------------------------------|---|
| - Name beneficiary in the NDPERS 457 Deferred Compensation Plan | - Login and website assistance | - Comprehensive account reviews | - For workplace personalized point in time advice |
| - Update email address | - Distribution options | - Retirement planning | |
| - Add banking information | - Personal help to change investments | - 1:1 Virtual Meetings | |
| - Request a withdrawal | - Plan Questions | | |
| - Change investment allocation | | | |

[NDPERS Website.](#)

- Links to education, Empower contact information.
- Excellent short videos: “How to Complete Your DC 2025 Election on MSS” and “DC 2025 Tier 3 Overview”.
- A QR code to the site is included in the Welcome Letter.

Employer Education

Targeted political subdivision employer live presentations. There are 382 political subdivisions.

- Critical first day activities
- Benefit Enrollment Report
- Eligible employees
- DC 2025 basics
- Reporting contributions
- Matching employee elections
- Employer contribution rates
 - 3/21/2025 – 25 organizations that pay 100% of the employee contribution.
 - 4/2/2025 - 6 organizations that pay 5% of the employee contribution.

Step-by-step [Onboarding DC 2025 New Hires](#) on Employer page of NDPERS website.
 YouTube videos.

Other Efforts

Review the DC 2025 enrollment statistics weekly. Reach out to employers that show a trend of having no additional contributions to explain the plan and options.

Commonly asked questions being compiled to use for more targeted education for both employees and employers.

Empower will present education campaign ideas to NDPERS on April 9, 2025.

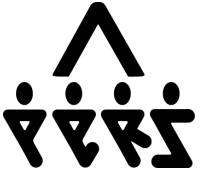
This item is informational and does not require any action of the Board.

VI. GROUP INSURANCE / FLEXCOMP WITH BOARD ACTION

A. Employee Assistance Program Request for Proposal *

***Executive Session pursuant to N.D.C.C. §44-04-19.1(9) and §44-04-19.2 to discuss negotiating strategy or provide negotiating instructions to its attorney or other negotiator.**

Material for the Executive Session will be sent under separate cover.



Memorandum

TO: NDPERS Board

FROM: Katheryne Korom

DATE: April 4, 2025

SUBJECT: Vision Insurance Plan Renewal

At the July 2023 Board meeting, Superior Vision by MetLife (Superior Vision) was awarded the bid for the group vision insurance plan for the January 1, 2024, through December 31, 2025, contract period. Attached is Superior Vision's renewal rate confirmation that their proposal included a four-year rate guarantee, which includes the January 1, 2026, through December 31, 2027, plan years. This time period represents the 2nd two-year period available for contracting as part of the bid process. As part of their initial bid, Superior Vision:

- 1) Provided a reduction in rates to NDPERS members of 23.5%
- 2) Increased the Specialty Contact Fitting allowance from \$50 after copy to \$100 per benefit period effective January 1, 2024
- 3) Guaranteed these decreased rates through December 31, 2027, should the Board elect to renew their contract during the 1st two, two-year renewal opportunities

Following are the current and proposed rates (no change):

| Level of Coverage | Premium |
|---------------------------------------|---------|
| Individual Only | \$5.03 |
| Individual & Spouse | \$10.06 |
| Individual & Child(ren) | \$9.16 |
| Family (employee, spouse, & children) | \$14.19 |

There are approximately 10,500 active employees and 4,600 retirees currently participating in the vision plan.

Staff recommends that we amend the current contract to renew with Superior Vision for the January 1, 2026, through December 31, 2027, contract period.

Board Action Requested

Approve staff's recommendation to amend the current contract to continue with Superior Vision for the January 1, 2026, through December 31, 2027, contract period.

March 24, 2025

Rebecca Fricke
Chief Benefits Officer
North Dakota Public Employees Retirement System (NDPERS)
1600 East Century Avenue, Suite 2
Bismarck, ND 58202-1657

Re: North Dakota Public Employees Retirement System (NDPERS)
Renewal Period: January 1, 2026 – December 31, 2027

Dear Rebecca,

MetLife appreciates the opportunity to be a part of your benefit program. This letter confirms your renewal period January 1, 2026 – December 31, 2027.

I am pleased to advise you that rates currently in effect will continue for the next renewal period January 1, 2026 – December 31, 2027. In determining the rates for the renewal period ahead, we have evaluated your plan experience, taking into account the credibility of the experience and the demographics of your group. Our objective in the renewal process is to identify rates that will maintain the overall financial stability of your benefit program.

We have set the following rates for the coming renewal period:

| Current Plan | Current Rate | Renewal Rate | Change in Rate (+/- %) |
|---|--------------|--------------|------------------------|
| Vision Superior | | | |
| • Employee Only | \$5.03 | \$5.03 | 0% |
| • Employee + Spouse | \$10.06 | \$10.06 | 0% |
| • Employee + Child(ren) | \$9.16 | \$9.16 | 0% |
| • Employee + Family | \$14.19 | \$14.19 | 0% |
| Vision rates are guaranteed through 12/31/2027 | | | |

The rates above assume the existing plan design, contribution structure and groups demographics remain the same.

Once again, thank you for the privilege you have extended to us. You are the reason we are in business. We look forward to continuing our relationship in the months and years ahead.

Sincerely,

Nekal Watson
Client Services Consultant II
National Accounts - MetLife

Request to Notify Alaska Residents of Impending Coverage and/or Premium Changes
Under Alaska Statute 21.36.225, covered individuals residing in Alaska must be notified of impending coverage and/or premium changes, as applicable. If you have employees residing in Alaska who are covered under MetLife's Disability, Dental, Vision or Accidental Death and Dismemberment policies, we ask that you provide them with written notice at least 45 days in advance of the effective date of the renewal, notifying them that coverage and/or premiums may change. Once renewal details are finalized, a second notice must be provided setting forth the details of the coverage or premium change. If you would like wording for these notices, please contact your MetLife service team.

U.S. Business Intermediary and Producer Compensation Notice

Metropolitan Life Insurance Company, Metropolitan Tower Life Insurance Company, and Metropolitan General Insurance Company (collectively herein called “MetLife”), enters into arrangements concerning the sale, servicing and/or renewal of MetLife group insurance and certain other group-related products (“Products”) with brokers, agents, consultants, third party administrators, general agents, associations, and other parties that may participate in the sale, servicing and/or renewal of such products (*each an “Intermediary”*). MetLife may pay your Intermediary compensation, which may include, among other things, base compensation, supplemental compensation and/or a service fee. MetLife may pay compensation for the sale, servicing and/or renewal of products, or remit compensation to an Intermediary on your behalf. Your Intermediary may also be owned by, controlled by or affiliated with another person or party, which may also be an Intermediary and who may also perform marketing and/or administration services in connection with your products and be paid compensation by MetLife.

Base compensation, which may vary from case to case and may change if you renew your products with MetLife, may be payable to your Intermediary as a percentage of premium or a fixed dollar amount. MetLife may also pay your Intermediary compensation that is based upon your Intermediary placing and/or retaining a certain volume of business (*number of products sold or dollar value of premium*) with MetLife. In addition, supplemental compensation may be payable to your Intermediary for eligible Products. Under MetLife’s current supplemental compensation plan (SCP), the amount payable as supplemental compensation may range from 0% to 8% of premium. The supplemental compensation percentage may be based on one or more of: (1) the number of products sold through your Intermediary during a one-year period, or other defined period; (2) the amount of premium or fees with respect to products sold through your Intermediary during a one-year period; (3) the persistency percentage of products inforce through your Intermediary during a one-year period; (4) the block growth of the products inforce through your Intermediary during a one-year period; (5) premium growth during a one-year period; or (6) a flat amount, fixed percentage or sliding scale of the premium for products as set by MetLife. The supplemental compensation percentage will be set by MetLife based on the achievement of the outlined qualification criteria and it may not be changed until the following SCP plan year. As such, the supplemental compensation percentage may vary from year to year, but will not exceed 8% under the current supplemental compensation plan.

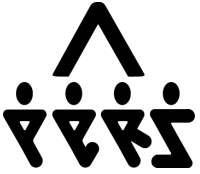
The cost of supplemental compensation is not directly charged to the price of our products except as an allocation of overhead expense, which is applied to all eligible group insurance products, whether or not supplemental compensation is paid in relation to a particular sale or renewal. As a result, your rates will not differ by whether or not your Intermediary receives supplemental compensation. If your Intermediary collects the premium from you in relation to your products, your Intermediary may earn a return on such amounts. Additionally, MetLife may have a variety of other relationships with your Intermediary or its affiliates, or with other parties, that involve the payment of compensation and benefits that may or may not be related to your relationship with MetLife (*e.g., insurance and employee benefits exchanges, enrollment firms and platforms, sales contests, consulting agreements, participation in an insurer panel, or reinsurance arrangements*).

More information about the eligibility criteria, limitations, payment calculations and other terms and conditions under MetLife’s base compensation and supplemental compensation plans can be found on MetLife’s Website at www.metlife.com/business-and-brokers/broker-resources/broker-compensation. Questions regarding Intermediary compensation can be directed to ask4met@metlifeservice.com, or if you would like to speak to someone about Intermediary compensation, please call (800) ASK 4MET. In addition to the compensation paid to an Intermediary, MetLife may also pay compensation to your representative. Compensation paid to your representative is for participating in the sale, servicing, and/or renewal of products, and the compensation paid may vary based on a number of factors including the type of product(s) and volume of business sold. If you are the person or entity to be charged under an insurance policy or annuity contract, you may request additional information about the compensation your representative expects to receive as a result of the sale or concerning compensation for any alternative quotes presented, by contacting your representative or calling (866) 796-1800.

Non-U.S. Coverage

When providing you with information concerning an eligible group insurance policy issued or proposed to your affiliate or subsidiary outside the United States by a MetLife affiliate or by other locally licensed insurers that are members of the MAXIS Global Benefits Network (MAXIS GBN), New York insurance law requires the person providing the information to be licensed as an insurance broker. In this capacity, the information provided to you will only be on behalf of such insurers and not on behalf of MetLife or any other insurer that is not a member of MAXIS GBN. Please note that while MetLife is a member of MAXISGBN and is licensed to transact insurance business in New York, the other MAXIS GBN member insurers are not licensed or authorized to do business in New York. The group insurance policies they issue are for coverage outside the United States and are governed by the laws of the country they were issued in. These policies have not been approved by the New York Superintendent of Financial Services, are not subject to all of the laws of New York, and are not protected by the New York State Guaranty Fund.

L0622023530[exp0826][All States][DC, GU, MP, PR, VI]



Memorandum

TO: NDPERs Board

FROM: Katheryne Korom

DATE: April 4, 2025

SUBJECT: 2024 EAP Utilization

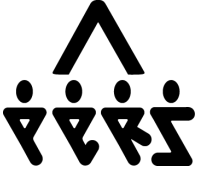
The following table shows the self-reported 2024 utilization from the NDPERs Employee Assistance Program (EAP) providers. The overall EAP utilization rate was 9.1% in 2024.

NDPERs Employee Assistance Program – 2024

| | NDPERs TOTAL | Live Well | ENI | The Village | CHI |
|-----------------------------|--------------|-----------|-------|-------------|-------|
| Contracts | 16,166 | 161 | 2,960 | 8,886 | 4,159 |
| Cases* | 1478 | 21 | 297 | 573 | 587 |
| % | 9.1% | 13.0% | 10.0% | 6.4% | 14.1% |
| Sessions | 3807 | 92 | 748 | 2,341 | 626 |
| <u>Reported Case Types:</u> | | | | | |
| Psychiatric | 616 | 7 | 121 | 301 | 187 |
| Family/Personal | 544 | 7 | 38 | 216 | 283 |
| Work Problems | 140 | 1 | 24 | 34 | 81 |
| Financial/Legal | 61 | 5 | 3 | 53 | 0 |
| Drugs/Alcohol | 32 | 0 | 5 | 14 | 13 |
| Other/Unknown | 47 | 1 | 16 | 7 | 23 |

* - Note that family members are also eligible for the EAP.

This item is informational and does not require any action by the Board.



**North Dakota
Public Employees Retirement System**
1600 East Century Avenue, Suite 2 • PO Box 1657
Bismarck, North Dakota 58502-1657

Rebecca Fricke
Executive Director
(701) 328-3900
1-800-803-7377

Fax (701) 328-3920 Email ndpers-info@nd.gov Website www.ndpers.nd.gov

Memorandum

TO: NDPERS Board

FROM: Rebecca

DATE: April 4, 2025

SUBJECT: 2024 Medicare Part D Plan (Humana) Performance Guarantees Report

Julie Bodenski of Humana will be attending the meeting to review the results (Attachment 1) of the 2024 performance guarantees related to the Medicare Part D plan. The full list of performance guarantees and the results of each measurement can be found on Attachment 2.

This item is informational and does not require any action of the Board.

Memorandum

To: Board of Trustees - NDPERS
From: Julie Bodenski, Humana
Date: March 7, 2025
Re: 2024 Performance Guarantee Results

The 2024 Performance Guarantee results for the Humana Part D Prescription Drug Plan were delivered to NDPERS on February 27, 2025, summarizing that Humana met twenty (20) of the twenty-one (21) Performance Guarantees.

Service level Performance Guarantees:

- **Service level miss: PG #16 - Prescription drug turnaround time – clean prescriptions**
 - o Service level/measurement criteria: 98% within two (2) business days if no intervention required
 - o Q4 Humana results: 92.18% (Annual result of 96.53%)
 - o Amount at risk: \$1,000 for each point below the standard, to be paid quarterly
 - o Penalty for Q4 miss: \$5,000

PG #16 Details: Background on the PG #16 results, with a shift in focus on new fills

- Clean orders are almost always a refill, and often an auto-refill. That means the members typically have several weeks, or more, of their medication on-hand when processing and shipping their orders.
- Prioritizing these clean orders above new prescriptions to meet both the 2-day clean and 5 day all turnaround metrics leads to scenarios where pharmacies will ship medications more quickly for patients with weeks of medication on hand, than for patients who are starting a new therapy or changing their therapy and have a more urgent need to receive the new medication.
- Humana recognized an opportunity to prioritize our work better and developed a proprietary algorithm to assist our pharmacy with prioritizing orders.
- We can determine when a member is receiving a new therapy, a change in therapy, or they are running low on an existing medication and prioritize those orders more highly than member's who have adequate stock on hand. We do this by calculating a "need by date". This ensures members are less likely to go without critical medications, and to get new medications into their hands more quickly so that they can start them right away.
- This new approach leads to more orders missing the 2-day clean metric, but a better overall experience for all members utilizing CenterWell Pharmacy for 90-day mail order.
- We are now able to focus more energy on member's who are at risk of running out of medication or need to start a new medication, than for members with weeks of medication on-hand.
- We believe the tradeoff will have a positive impact on our member's health; while not fully sacrificing the great service we provide on refills.
- **Most refill orders for members who have adequate on-hand quantities will still ship in 3 days or less.**



- Due to this change in focus, we may see some months where we have misses with this metric in the future

Thank you,

A handwritten signature in black ink, appearing to read "Julie Bodenski". The signature is fluid and cursive, written in a professional style.

Julie Bodenski
Group Medicare Senior Account Executive – Humana

Enclosures: 2024 Performance Guarantee Results

North Dakota Public Employees Retirement Systems

2024 Group Medicare Performance Standards for MAPD

4th Quarter Report Card

Contract Period 1/1/2024 - 12/31/2024

Attachment 2



| PG# | Category | Target | Humana's Recommended Standard & Measurement Criteria | Amount at Risk | 4th Qtr 2024 Result | 4th Qtr 2024 Target Met | 2024 Annual Average | 4th Qtr 2024 Penalty | 2024 Annual Target Met | 2024 Annual Penalty |
|-----|---|---|--|--|--|---|---------------------|---|--|--|
| 1 | Plan Performance Review | Measurement methodology shall be measured from date of delivery of the plan performance review in calendar days | Within ten (10) calendar days following delivery of performance reviews to NDPERS, vendor shall develop and submit a corrective action plan (CAP) of issues identified for approval by NDPERS, and implement such plan within the time prescribed in the approved CAP. | Semi- annually \$1,000 per calendar day beyond the due date | Met | Reported Quarterly (as applicable), Assessed Annually | Met | Reported Quarterly (as applicable), Assessed Annually | Yes | \$0.00 |
| 2.1 | Customer Satisfaction Surveys | Vendor will provide annual survey results to confirm compliance with performance standard | Member satisfaction surveys will be designed by the vendor and approved by NDPERS. Vendor will invite a random sample of members to participate in the survey to collect a statistically significant number of completed surveys. Member satisfaction rate will meet 90% or higher using a 1-5 scale of Completely Satisfied, Very Satisfied, Satisfied, Dissatisfied, Very Dissatisfied. Final survey questions and methodology will be agreed upon by vendor and NDPERS. | Annually \$25,000 per year | Reported Quarterly 4 Only, Assessed Annually | Reported Quarterly 4 Only, Assessed Annually | 93.51% | Reported Quarterly 4 Only, Assessed Annually | Yes | \$0.00 |
| 2.2 | Customer Satisfaction Surveys - Illustrative Only | Illustrative Group Specific Results Only - see 2.1 | Illustrative Group Specific Results Only - see 2.1 | Illustrative Group Specific Results Only - see 2.1 | 95.55% | Reported Quarterly 4 Only, Assessed Annually | 95.55% | Reported Quarterly 4 Only, Assessed Annually | Reported Quarterly 4 Only, Illustrative Only | Reported Quarterly 4 Only, Illustrative Only |
| 3 | Team Meetings | Compliance to be monitored and assessed by NDPERS | NDPERS requires monthly team meetings to address all planning / implementation, business, financial, clinical / formulary (including new drug review) and operational needs | Monthly \$5,000 for each meeting missed | Met | Reported Quarterly, Assessed Annually | Met | Reported Quarterly, Assessed Annually | Yes | \$0.00 |
| 4 | NDPERS board meetings | Compliance to be monitored and assessed by NDPERS | Vendor will participate in quarterly performance reviews to examine operational and financial performance | Quarterly \$5,000 for each quarter missed | Met | Reported Quarterly, Assessed Annually | Met | Reported Quarterly, Assessed Annually | Yes | \$0.00 |
| 5 | Electronic Eligibility | Vendor will provide quarterly reports to confirm compliance with performance standard | Eligibility files will be installed in an electronic medium, logged within eight (8) hours and status will be effective within vendor's system within eighteen (18) hours from date of receipt, seven (7) days per week. | Quarterly \$500 for each missed file deadline | Met | Reported Quarterly, Assessed Annually | Met | Reported Quarterly, Assessed Annually | Yes | \$0.00 |
| 6 | Manual Eligibility | Vendor will provide quarterly reports to confirm compliance with performance standard | Manual eligibility will be loaded within eight (8) hours upon receipt or notification and must be applied and active in the vendor's system within one (1) business day. | Quarterly \$500 for each missed file deadline | Met | Reported Quarterly, Assessed Annually | Met | Reported Quarterly, Assessed Annually | Yes | \$0.00 |
| 7 | Error Reports | Vendor will provide quarterly reports to confirm compliance with performance standard | An error report on all eligibility file updates will be produced within eighteen (18) hours from the update. | Quarterly \$500 for each missed file deadline | Met | Reported Quarterly, Assessed Annually | Met | Reported Quarterly, Assessed Annually | Yes | \$0.00 |
| 8 | Data Files | Will be available to NDPERS on request | Monthly data files (membership, medical, pharmacy) will be available by the 15th of the following month. | Monthly \$1,000 for each month not met | Met | Reported Quarterly, Assessed Annually | Met | Reported Quarterly, Assessed Annually | Yes | \$0.00 |



North Dakota Public Employees Retirement Systems

2024 Group Medicare Performance Standards for MAPD

4th Quarter Report Card

Contract Period 1/1/2024 - 12/31/2024

| PG# | Category | Target | Humana's Recommended Standard & Measurement Criteria | Amount at Risk | 4th Qtr 2024 Result | 4th Qtr 2024 Target Met | 2024 Annual Average | 4th Qtr 2024 Penalty | 2024 Annual Target Met | 2024 Annual Penalty |
|------|---|--|---|---|---------------------|---------------------------------------|---------------------|---------------------------------------|--|--|
| 9 | Claims Financial Accuracy | Claims Financial Accuracy will be 99% or greater, each year of the biennium. Measured as the absolute value of financial errors divided by the total paid value of audited dollars paid based on quarterly internal audit of statistically valid sample. | Vendor will provide annual reports to confirm compliance with performance standard | Annually \$12,500 per year | 100.00% | Yes | 100.00% | Reported Quarterly, Assessed Annually | Yes | \$0.00 |
| 10 | Claims Payment Accuracy | Vendor will provide annual reports to confirm compliance with performance standard | Claims Payment Accuracy will be 98% or greater, each year of the biennium. Measured as the percent of Claims processed without financial payment error. | Annually \$12,500 per year | 100.00% | Yes | 100.00% | Reported Quarterly, Assessed Annually | Yes | \$0.00 |
| 11 | Claims Processing Accuracy | Claims Procedural Accuracy will be 95% or greater, each year of the biennium. Measured as the percent of Claims processed without non-financial error. | Vendor will provide annual reports to confirm compliance with performance standard | Annually \$12,500 per year | 100.00% | Yes | 100.00% | Reported Quarterly, Assessed Annually | Yes | \$0.00 |
| 12 | Claim Timeliness | Clean claims processing within 14 calendar days will be 95% or greater, each year of the biennium. Measured from the date the claim is received to the date claim is processed | Vendor will provide annual reports to confirm compliance with performance standard | Annually \$12,500 per year | 100.00% | Reported Quarterly, Assessed Annually | 100.00% | Reported Quarterly, Assessed Annually | Yes | \$0.00 |
| 13 | Average Speed to Answer (ASA) | Vendor will provide semi-annual reports to confirm compliance with performance standard | Average Speed of Answer will be 30 seconds or less, each year of the biennium. Vendor will have an established measurement process that shall be reviewed with NDPERS | Semi-annually \$10,000 per year | 9.73 seconds | Reported Quarterly, Assessed Annually | 7.18 seconds | Reported Quarterly, Assessed Annually | Yes | \$0.00 |
| 14 | Call Abandonment | Vendor will provide annual reports to confirm compliance with performance standard | Call Abandonment rate will be 5% or less, each year of the biennium | Annually \$10,000 per year | 0.50% | Reported Quarterly, Assessed Annually | 0.40% | Reported Quarterly, Assessed Annually | Yes | \$0.00 |
| 15 a | Accuracy and Timeliness/ | Vendor must evaluate a statistically valid sample of inquiries with reports provided. | a.) 95% percent of callers receive accurate information. Calls requiring additional research is excluded from the computation of this metric. | 15a, 15b, and 15c Annually \$12,500 per year | 99.10% | Reported Quarterly, Assessed Annually | 99.08% | Reported Quarterly, Assessed Annually | Yes | \$0.00 |
| 15 b | First Call Resolution | Vendor must evaluate a statistically valid sample of inquiries with reports provided. | b.) 95% percent of inquiries must be resolved during the initial call (excluding appeals, billing, errors and escalations). | 15a, 15b, and 15c Annually \$12,500 per year | 93.54% | Reported Quarterly, Assessed Annually | 93.51% | Reported Quarterly, Assessed Annually | Yes | \$0.00 |
| 15 c | Written Inquiry Response Time | Vendor must evaluate a statistically valid sample of inquiries with reports provided. | c.) ≥ 90% response to written inquiries within 30 calendar days | Annually \$12,500 per year | 100.00% | Reported Quarterly, Assessed Annually | 100.00% | Reported Quarterly, Assessed Annually | Yes | \$0.00 |
| 16 | Prescription drug turnaround time – clean prescriptions | Vendor will provide quarterly reports to confirm compliance with performance standard | 98% within two (2) business days if no intervention required | Quarterly \$1,000 for each point below standard- | 92.18% | No | 96.53% | \$5,000.00 | Reported Quarterly, Assessed Quarterly | Reported Quarterly, Assessed Quarterly |
| 17 | Prescription drug mail dispensing accuracy | Vendor will provide annual reports to confirm compliance with performance standard | 99.9% Mail service dispensing accuracy rate. Fields measured include member name, drug strength, directions, quantity and prescriber name. | Annually \$12,500 per year | 99.99% | Reported Quarterly, Assessed Annually | 99.99% | Reported Quarterly, Assessed Annually | Yes | \$0.00 |

North Dakota Public Employees Retirement Systems

2024 Group Medicare Performance Standards for MAPD

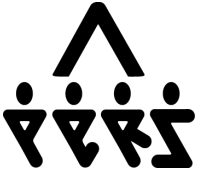
4th Quarter Report Card

Contract Period 1/1/2024 - 12/31/2024



| PG# | Category | Target | Humana's Recommended Standard & Measurement Criteria | Amount at Risk | 4th Qtr 2024 Result | 4th Qtr 2024 Target Met | 2024 Annual Average | 4th Qtr 2024 Penalty | 2024 Annual Target Met | 2024 Annual Penalty |
|-----|--|--|--|-------------------------------|---|---|---------------------------------------|--|------------------------|---------------------|
| 18 | Prescription drug home delivery member notifications | Vendor will provide annual reports to confirm compliance with performance standard | Vendor is required to notify a member when a mail service prescription is changed or there is any expected shipping delay and provide reporting details to NDPERS capturing all occurrences by member/DOS/Issue | Annually \$12,500 per year | Met | Reported Quarterly, Assessed Annually | Reported Quarterly, Assessed Annually | Reported Quarterly, Assessed Annually | Yes | \$0.00 |
| 19 | Prescription drug specialty pharmacy delivery | Vendor will provide annual reports to confirm compliance with performance standard | 98% of prescriptions will be delivered and received by patients on the specified date of delivery | Annually \$12,500 per year | Reported in Quarter 4 Only, Assessed Annually | Reported in Quarter 4 Only, Assessed Annually | 99.34% | Reported Quarter 4 Only, Assessed Annually | Yes | \$0.00 |
| 20 | Network Pharmacy Access | Vendor will provide annual reports to confirm compliance with performance standard | Pharmacy network composition will not be reduced by more than 5% in North Dakota compared to the network submitted in the RFP | Annually \$12,500 per year | Met | Reported in Quarter 4 Only, Assessed Annually | Met | Reported Quarter 4 Only, Assessed Annually | Yes | \$0.00 |
| 21 | Data Systems Availability and Adjudication | Book of business level | Guarantees an annual average 99% system availability of the point-of-sale adjudication system on a book of business basis. This standard excludes downtime attributed to regularly scheduled systems maintenance or systems downtime | Annually \$12,500 per year | 100.00% | Reported Quarterly, Assessed Annually | 99.97% | Reported Quarterly, Assessed Annually | Yes | \$0.00 |

4th Quarter 2024, 20 of 21 standards met, penalties are assessed annually.



**North Dakota
Public Employees Retirement System**
1600 East Century Avenue, Suite 2 • PO Box 1657
Bismarck, North Dakota 58502-1657

Rebecca Fricke
Executive Director
(701) 328-3900
1-800-803-7377

Fax (701) 328-3920 Email ndpers-info@nd.gov Website www.ndpers.nd.gov

Memorandum

TO: NDPERS Board

FROM: Rebecca Fricke

DATE: April 4, 2025

SUBJECT: Sanford Health Plan (SHP) Update – Formulary Change For Diabetic Test Strips

Sanford Health Plan has provided an update for the Board related to the NDPERS health insurance plan.

The update is regarding a change being made by SHP to the formulary for diabetic test strips. As provided in Attachment 1, SHP is removing OneTouch from the formulary and replacing it with Contour. As you'll note, SHP is making this change due to concerns about the long-term viability of the company that produces OneTouch test strips. Attachment 2 is a copy of the letter sent to the 313 members that may be impacted by this change.

Representatives from SHP will be available to answer questions you have on this update.

This item is informational and does not require any action by the Board.

Memo

To: Rebecca Fricke

From: Kim Haug

Date: March 20, 2025

Re: Diabetic Supply formulary change effective 6/1/2025

On June 1, 2025 Sanford Health Plan's (SHP) Formulary will be changing the preferred test strip from OneTouch to Contour. SHP is making this change as a result of concerns about the long-term viability of the company that manufactures OneTouch, LifeScan. By proactively changing the preferred test strip, SHP is hopeful this will not adversely impact availability of test strips for our membership.

There were 313 NDPERS members identified that may be impacted by the formulary change. The attached letter was mailed to the members the week of March 17th.

Sanford Health Plan
PO Box 91110
Sioux Falls, SD 57109-1110
Ph: (605) 328-6868
1-877-305-5463
Fx: (605) 328-6811
sanfordhealthplan.com



Attachment 2

March 18, 2025

«First_Name» «Last_Name»
«Member_Address_1» «Member_Address_2»
«City», «State» «Zip»

Dear «First_Name»,

Sanford Health Plan's covered drug list (formulary) is changing June 1, 2025. The OneTouch brand of diabetic testing supplies will be changing to non-formulary, not covered as of June 1, 2025. This means the OneTouch brand of testing supplies will not be covered after June 1, 2025, without prior authorization. If you no longer use these diabetic testing supplies, please disregard this letter.

We encourage you to speak with your doctor about other possible diabetic testing supply option(s) that may be available to suit your needs.

| Current Non-Preferred Drug(s) | Preferred Drug Option(s) |
|---|--------------------------|
| «Drug_Name_and_Strength» «M_2_Drug_Name_and_Strength» «M_3_Drug_Name_and_Strength» «M_4Drug_Name_and_Strength» «M_5_Drug_Name_and_Strength_» «M_6_Drug_Name_and_Strength_» | CONTOUR TESTING SUPPLIES |

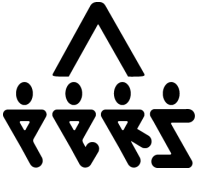
If you or your doctor feel you should not stop using the current testing supplies or change to the new preferred testing supply option, please have your doctor complete and submit a request for prior authorization through our provider portal. To request a Formulary exception, contact Pharmacy Management or send a request by logging into your portal at www.sanfordhealthplan.com/memberlogin.

We apologize for any inconvenience this disruption may cause. If you have questions about this change, your prescription drug benefits, or would like a free copy of your formulary, please call us toll-free at 855-305-5062 (TTY:711). You can also contact us through your secure member portal at sanfordhealthplan.com/memberlogin.

Sincerely,

Pharmacy Management
Department Sanford Health Plan

Enc: Appeal Rights «Appeal_Rights» & Form «Form»
Non-discrimination Notice & Language Help



**North Dakota
Public Employees Retirement System**
1600 East Century Avenue, Suite 2 • PO Box 1
Bismarck, North Dakota 58502-1657

Rebecca Fricke
Executive Director
(701) 328-3900
1-800-803-7377

Fax (701) 328-3920 Email ndpers-info@nd.gov Website www.ndpers.nd.gov

Memorandum

TO: NDPERS Board

FROM: Rebecca Fricke

DATE: April 4, 2025

SUBJECT: Legislation Update

The following provides an update on the various bills we are tracking this Session. All bills can be found at [69th Legislative Assembly - Bills & Resolutions Index | North Dakota Legislative Branch](#).

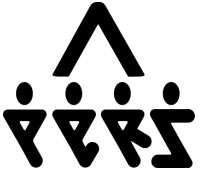
| Bill # | Bill Status | Summary/Description of Bill |
|---------|-------------------------------|--|
| HB 1023 | Passed House & Senate | NDPERS Appropriations/Budget |
| HB 1031 | Filed with Secretary of State | Section 10 cleans up 54-42 reference (same as PERS technical correction cleanup) |
| HB 1077 | Filed with Secretary of State | Clarify definition of Security Officer for National Guard |
| HB 1112 | Filed with Secretary of State | Public Safety – revises definition of firefighter to include state |
| HB 1113 | Passed House & Senate | 457 Administrative Fees |
| HB 1114 | Passed House & Senate | Insulin & Diabetic Supplies (SB 2140 Pilot Program) |
| HB 1146 | Passed House | House Bill 1040 Cleanup (allow political subs not in NDPERS to join DC Plan, lump sum cash infusion permitted in lieu of ADEC if same or higher than ADEC, define state employer/governmental unit for ADEC & special election window/incentive, require both in-plan/out-of-plan annuity options) |

| | | |
|---------|--|---|
| HB 1177 | Filed with Secretary of State | Public Safety – revises definition of correctional officer (not completed course) |
| HB 1216 | Passed House & Senate/referred to Appropriations | Out-of-pocket maximums – Prescription Drugs |
| HB 1234 | Passed House | Transfer of \$135 M from SIIF to PERS Trust |
| HB 1248 | Passed House & Senate with amendment | Revises process for NDPERS insurance pilot programs/ repeals insurance mandates |
| HB 1274 | Passed House & Senate with amendment | Public Safety – expands participation to include correctional officers of governmental unit (state correctional officers) |
| HB 1282 | Failed House | Fertility Treatment |
| HB 1283 | Passed House | Coverage for Diagnostic or Supplemental Breast Exams |
| HB 1284 | Failed House | Fertility Preservation Services |
| HB 1371 | Passed House & Senate | Amended to a shall consider study to allow retired peace officers with 20 years or more of employment to join non-Medicare retiree plan, and retiree cannot be charged any portion of premium |
| HB 1419 | Passed House & Senate with amendment | Public Safety – revises correctional officer definition and expands eligibility to include dispatchers and medical services personnel |
| HB 1452 | Failed House | Anti-obesity medication coverage |
| HB 1471 | Filed with Secretary of State | Dental benefit plan method of payment options |
| HB 1481 | Passed House | Dental insurer rate filing requirements |
| HB 1543 | Filed with Secretary of State | Prescription drug pricing study (shall consider) |
| HB 1602 | Passed House & Senate | Participating political subdivision withdrawal from DC/Stay in DB |
| SB 2119 | Filed with Secretary of State | Disability Benefit Application |
| SB 2120 | Passed Senate | Highway Patrol Cash Infusion (amended from \$35.7M to \$15M) |
| SB 2121 | Filed with Secretary of State | Technical Corrections |
| SB 2160 | Passed Senate | PERS Health – ACA large employer group mandated coverage for state employee and pre-Medicare groups, amended for 1/1/2027 effective date (was 1/1/2026), state funding authority for general and special/federal fund agencies, and use of reserves |
| SB 2180 | Passed Senate | Public comments at public meetings (Board meetings) |
| SB 2182 | Failed Senate | Agency can't submit bills without legislative management/committee approval |

| | | |
|---------|-------------------------------|--|
| SB 2227 | Filed with Secretary of State | Amended - RTW retiree returning to same employer, appointed non-classified by elected state official, ineligible to participate in retirement, continue retiree payments |
| SB 2248 | Failed Senate | Step Therapy for Metastatic Cancer |
| SB 2249 | Passed Senate & House | Step Therapy Protocols – amended to shall consider a study of historical insurance mandates |
| SB 2280 | Passed Senate | PERS insurance exempt from bill provisions other than an amendment for a shall consider study of prior authorizations within NDPERS insurance plans (health & dental) |
| SB 2370 | Passed Senate | Insulin & Diabetic Supplies – amended to just apply to PERS active health insurance plans |
| SB 2375 | Passed Senate | Joint negotiations of dental providers with dental insurers |
| SB 2377 | Passed Senate & House | Preferred provider arrangements and restrictions on dental services |

Blue highlights are those bills we did not provide testimony for but are monitoring.

Staff will be available to answer any questions you may have on bills.



**North Dakota
Public Employees Retirement System**
1600 East Century Avenue, Suite 2 • PO Box 1657
Bismarck, North Dakota 58502-1657

Rebecca Fricke
Executive Director
(701) 328-3900
1-800-803-7377

Fax (701) 328-3920 Email ndpers-info@nd.gov Website www.ndpers.nd.gov

Memorandum

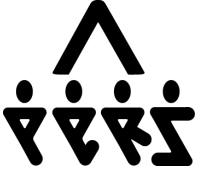
TO: NDPERS Board

FROM: Shawna Piatz

DATE: April 4, 2025

SUBJECT: Executive Director Review

The Executive Director Performance Review and Compensation Subcommittee will meet soon to begin discussions on the 2024 performance review and compensation recommendations. As part of this process, Board members will be asked to complete a Performance Review template and return it to the Chief Audit Officer, Shawna Piatz, by April 17th. The template will be distributed via email following this meeting and will contain Rebecca's self-evaluation scores, as well as the scores provided by the Chief Audit Officer. The compiled results will be reviewed by the Subcommittee and a final recommendation will be presented at the May Board meeting.



**North Dakota
Public Employees Retirement System**
1600 East Century Avenue, Suite 2 • PO Box 1657
Bismarck, North Dakota 58502-1657

Rebecca Fricke
Executive Director
(701) 328-3900
1-800-803-7377

Fax (701) 328-3920 Email ndpers-info@nd.gov Website www.ndpers.nd.gov

Memorandum

TO: NDPERS Board

FROM: Rebecca

DATE: April 4, 2025

SUBJECT: Contracts under \$10,000

Attached is a document that shows the contracts under \$10,000 that have been signed since the last update. Please let me know if you have any questions on any of these contracts.

This topic is informational only.

Attachment

All Contracts Signed During 2025:

| Vendor | Amount | Notes |
|------------------------------------|-------------|--|
| Empower | \$ - | 457 Plan Catch-up Opt Out Forms |
| Inter Office | \$ 1,176.16 | Office Chair |
| Rolette County Soil Conservation D | \$ - | Joined Deferred Compensation Plan 1/1/25 |
| UHY | \$ - | GASB 68 & 74 Management Rep. Letters |
| Great Plains Housing Authority | \$ - | Joined Deferred Compensation Plan 7/1/25 |
| Richland School District | \$ - | Joined Deferred Compensation Plan 2/1/25 |
| Ellendale Public School | \$ - | Joined Deferred Compensation Plan 1/1/25 |
| Inter Office | \$ 824.76 | Rising Desk |
| Rolette Public School | \$ - | Joined Deferred Compensation Plan 3/1/25 |
| Inter Office | \$ 1,171.66 | Office Chair |
| Souris Valley Special Education | \$ - | Joined Deferred Compensation Plan 5/1/25 |

Contracts Signed Since Last Reported:

| | | |
|------------------|-----------|--|
| Inter Office | \$ 824.76 | Rising Desk |
| City of Cavalier | \$ - | Joined Deferred Compensation Plan 6/1/25 |