

**SUMMARY SUPPLEMENT FOR THE  
NEBRASKA PUBLIC POWER DISTRICT  
GROUP HEALTH PLAN FOR EMPLOYEES IN DISABILITY STATUS**

This document, together with certain documents furnished by Blue Cross and Blue Shield of Nebraska described in more detail below (the “Summary”), describes the benefits available to you as a Nebraska Public Power District (“NPPD”) Employee in Disability Status, under the Nebraska Public Power District Group Health Plan for Employees in Disability Status (the “Plan”). The Summary describes the terms of the Plan, effective July 1, 2024.

For legal and compliance purposes, the Plan constitutes a single group health plan covering only persons (1) who were NPPD employees; and (2) who are receiving benefits under NPPD’s long-term disability plan; who are receiving benefits under Medicare for reasons other than attainment of age 65; or who have been determined to be disabled. This document refers to such persons as “Employees in Disability Status”. The Plan also provides benefits to the eligible spouses and dependents of Employees in Disability Status and any such persons who become entitled to continuation coverage under the Consolidated Omnibus Budget Reconciliation Act (“COBRA”).

This Plan consists of two components. The Pre-Medicare Component of the Plan covers eligible individuals who are not enrolled in Medicare. For example, the Pre-Medicare Component of the Plan covers the spouse of an Employee in Disability Status, if the spouse has not yet attained age 65. The Medicare Supplement Component of the Plan covers Employees in Disability Status who are enrolled in Medicare Part A and Part B. It also covers the eligible spouse of an Employee in Disability Status, if the spouse has attained age 65 and is enrolled in Medicare Part A and Part B or if the spouse is under age 65, is disabled, and enrolled in Medicare Part A and Part B.

1. **Pre-Medicare Component of the Plan.** For purposes of the Pre-Medicare Component of the Plan, the Summary consists of this document and the Summary Plan Description provided by Blue Cross and Blue Shield of Nebraska (the “Claims Administrator”), and any documents the Summary Plan Description incorporates by reference. If the provisions of this document conflict with the Summary or any documents incorporated by reference into the Summary, the provisions of the Summary control unless superseded by applicable law.

(a) **Eligibility.** You are eligible to participate in the Pre-Medicare Component of the Plan if you are an Employee in Disability Status who is not entitled to Medicare Part A or eligible for Medicare Part B. You may also elect coverage for your spouse and individuals who meet the definition of a dependent set forth in the Summary. Notwithstanding the foregoing, you are eligible to participate in the Pre-Medicare Component of the Plan if you are an Employee in Disability Status who is prohibited from participating in the Medicare Supplement Component of the Plan for the first 6 months you are not actively working and are receiving disability benefits under the long-term disability coverage sponsored by NPPD.

If you die while participating in the Pre-Medicare Component of the Plan, your surviving spouse and dependents may continue to participate in the Pre-Medicare Component of the Plan, subject to Section 7.

(b) **Nature of Coverage.** The Pre-Medicare Component of the Plan provides major medical and prescription drug coverage, as described in the Summary.

(c) **Funding.** The Pre-Medicare Component of the Plan is self-funded. NPPD pays its share of benefits from the Nebraska Public Power District Medical and Life Benefits Trust for Employees in Disability Status (the “Trust”). The Claims Administrator processes claims for benefits under the Pre-Medicare Component of the Plan.

Disbursements from the Trust with respect to this Plan will be limited to the payment of claims, payment of service fees relating to plan design, materials explaining benefits, actuarial assistance, legal assistance, and accounting assistance, the cost of wellness programs, other expenses directly related to the operation of the Plan, and as otherwise provided in the Trust.

2. **Medicare Supplement Component of the Plan.** When you (and if applicable, your eligible spouse) become eligible for Medicare, you (and if applicable, your spouse) must enroll in the Medicare Supplement Component of the Plan. If your eligible dependent becomes eligible for Medicare due to a permanent disability, the dependent must enroll in the Medicare Supplement Component of the Plan. For purposes of the Medicare Supplement Component of the Plan, the Summary consists of this document together with the Medicare Supplement Outline of Coverage (the “Outline”), Medicare Supplement Insurance Policy (the “Insurance Policy”), and Prescription Drug Plan Evidence of Coverage (the “Evidence of Coverage”) provided by the Blue Cross and Blue Shield of Nebraska (the “Insurer”), and any documents the Outline, Insurance Policy, or Evidence of Coverage incorporate by reference. If the provisions of this document conflict with the terms of the insurance contracts through which the Plan provides benefits, the provisions of the insurance contracts control unless superseded by applicable law.

(a) **Eligibility.** You are eligible to participate in the Medicare Supplement Component of the Plan if you meet the eligibility criteria established by the Insurer, are entitled to Medicare for reasons other than attainment of age 65, and are enrolled in Medicare Part A and B. Notwithstanding the foregoing, you are ineligible to participate in the Medicare Supplement Component of the Plan for the first 6 months you are not actively working and are receiving disability benefits under NPPD’s long-term disability plan.

If you are an Employee in Disability Status and die while participating in the Pre-Medicare Component of the Plan, your surviving spouse (who has not yet attained age 65) and dependents may continue to participate in the Pre-Medicare Component of the Plan, subject to Section 7. If your surviving spouse has attained age 65, the surviving spouse may continue to participate in the Medicare Supplement Component of the Plan, subject to Section 7. Your permanently disabled dependent may continue to participate in the Medicare Supplement Component of the Plan, subject to Section 7.

(b) **Nature of Coverage.** The Medicare Supplement Component of the Plan provides Medicare Supplement and Medicare Part D (prescription drug plan) coverage.

(c) **Funding.** Benefits under the Medicare Supplement Component of the Plan are guaranteed by one or more insurance policies issued by the Insurer. NPPD pays its share of benefits from the Nebraska Public Power District Medical and Life Benefits Trust for Employees in

Disability Status (the “Trust”). Disbursements from the Trust with respect to this Plan will be limited to the cost of insurance coverage, payment of service fees relating to plan design, materials explaining benefits, actuarial assistance, legal assistance, and accounting assistance, the cost of wellness programs, other expenses directly related to the operation of the Plan, and as otherwise provided in the Trust.

3. **Enrollment.** If you are eligible for coverage under the Plan, NPPD will provide you with enrollment materials. You must complete the enrollment materials in order to participate in the Plan. If you enroll in coverage under the Plan, you may also elect coverage for your spouse and individuals who meet the definition of a dependent under the Plan, set forth in the Summary.

4. **Contributions.** The contributions you (and if applicable, your surviving spouse/dependents) must make toward benefits depend on several factors. NPPD will explain the amount you must contribute to you when you receive approval for long-term disability benefits. In general, you must contribute an amount that, together with NPPD’s contribution, equals the cost for the coverage option you have elected. You must pay your share of the contribution through automatic withdrawal from your bank account. Refer to the applicable Summary for information about cost sharing payments (such as copays) that may apply.

If your spouse and dependents were covered under this Plan at the time of your death, NPPD may make contributions toward the cost of coverage for them, depending on several factors. NPPD will explain its contributions and their required contributions to them when they become eligible for coverage. Refer to the Summary for Active Employees for information about cost sharing payments for an employee who dies during disability status.

5. **Basis of Paying Benefits.** This Plan covers the benefits described in the Summary according to the payment methods determined by the Insurer or Claims Administrator, as applicable. The Plan keeps its records on a calendar year basis.

6. **Benefits Following Mastectomy.** In addition to the benefits following mastectomy described in the Summary, subject to the terms of the applicable insurance policy governing benefits, the Medicare Part D (prescription drug plan) benefits under the Medicare Supplement Component of this Plan provides prescription drug benefits with respect to the following: reconstruction of the breast on which a mastectomy has been performed, surgery and reconstruction of the other breast to produce a symmetrical appearance, and physical complications of mastectomy including lymphedemas.

7. **Termination of Coverage.** Subject to any right to elect continuation coverage under federal law (COBRA), coverage under this Plan terminates as described in the Summary, or, if earlier, as described below.

For an Employee in Disability Status and any covered spouse or dependents, on the last day of the month after the earliest to occur of the following:

(a) The date you cease to be an Employee in Disability Status due to becoming ineligible to receive benefits under long-term disability coverage sponsored by NPPD, becoming ineligible for Medicare, or due to a determination that you are no longer disabled.

(b) The date you are re-hired by NPPD as an active employee who is eligible for benefits.

(c) If hired after 1998, the date you attain age 65 unless you are also covered by the Nebraska Public Power District Post-65 Retiree Health Reimbursement Plan; provided that if you were hired from January 1, 1999 through December 31, 2003, your spouse may continue coverage until he or she attains age 65.

If you die, coverage for your surviving spouse and dependents terminates on the last day of the month after the earliest to occur of the following:

(d) The date your surviving spouse remarries, if the remarriage occurs within three years from the date of your death. However, if the remarriage occurs less than three years after the date of your death, the surviving spouse's coverage terminates three years after the date of your death unless earlier terminated for one of the other reasons described in this section.

(e) For your surviving dependent, the date the individual ceases to meet the Plan's definition of an eligible dependent (for example, due to attaining age 26). A special rule preserves eligibility for permanently disabled dependents who were enrolled in this Plan prior to July 1, 2024. Permanently disabled dependents covered by the special rule remain eligible for the Plan unless they are determined not to be permanently disabled, or unless coverage ends due to one of the other reasons set forth in the Plan. Coverage ends upon attainment of age 26 for all other permanently disabled dependents, unless terminated earlier in accordance with the other terms of the Plan.

(f) For your surviving spouse, the date he or she becomes covered under group health coverage sponsored by another employer.

(g) For your surviving dependent, the date he or she becomes covered under group health coverage sponsored by another employer.

(h) For your surviving spouse, if you were hired from January 1, 1999 to December 31, 2003, the date your surviving spouse attains age 65.

(i) For your surviving dependent (children), if you were hired after December 31, 1998, the date you would have attained age 65.

(j) For your surviving spouse and dependents, if you were hired after 2003, the date you would have attained age 65.

(k) For your surviving spouse and dependents, if you were hired after 2003 and die after attaining age 65, upon your death.

If required by the federal Servicemembers Civil Relief Act, the Plan will reinstate coverage that terminates while you are ordered to active military duty (other than for training). However, you must apply for reinstatement no later than 120 days after your termination or release from military service.

8. **Continuation Coverage.** Since NPPD is a political subdivision of the State of Nebraska, COBRA coverage offered under this Plan is governed by the Public Health Service Act (the "PHSA"), and not the federal Employee Retirement Income Security Act ("ERISA"). Centers for Medicare & Medicaid Services ("CMS"), and not the Department of Labor (the "DOL"), regulates COBRA offered under this Plan. For more information, please see [https://www.cms.gov/CCIIO/Programs-and-Initiatives/Other-Insurance-Protections/cobra\\_qna](https://www.cms.gov/CCIIO/Programs-and-Initiatives/Other-Insurance-Protections/cobra_qna). In certain circumstances, the requirements of the

PHSA and CMS are different than the requirements of ERISA and the DOL. If you have specific questions about these differences, please direct them to NPPD at the contact information provided in this Section.

NPPD offers coverage under the Plan as an alternative to continuation coverage under the Active Employees' Plan under the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

COBRA also applies to this Plan with respect to the spouses and dependents who would otherwise lose coverage due to the death of an Employee in Disability Status, divorce from an Employee in Disability Status, or an individual's ceasing to meet the Plan's definition of dependent. As an alternative to electing COBRA coverage, this Plan provides an opportunity for surviving spouses and dependents to continue coverage, as described in Sections 1 and 2. Following the death of an Employee in Disability Status, the surviving spouse has 31 days to elect to continue coverage for themselves and any dependents, with NPPD's contributions under this Plan as described in Section 4.

The rest of this Section describes the procedures to elect COBRA coverage under this Plan.

A spouse or dependent who elects COBRA coverage under this Plan must elect and pay for COBRA coverage as described below. The following COBRA procedures apply to the extent that COBRA rights are not set forth in the Summary. If you have any questions, contact NPPD's Benefits Department by email at [benefitslist@nppd.com](mailto:benefitslist@nppd.com) or by calling 1-800-ASK-NPPD (1-800-275-6773) and asking to speak to the Benefits Department.

*Qualifying Events.* Certain individuals may be eligible for COBRA if coverage is lost for any of the following reasons, called Qualifying Events. A loss of coverage occurs when coverage ceases to be available under the same terms and conditions that applied immediately before the Qualifying Event. Under this Plan, Qualifying Events occur when:

- You die while covered under the Plan and your spouse and/or surviving dependents are covered by the Plan;
- You and your spouse legally separate or divorce, causing your spouse and/or children to lose coverage under the Plan; or
- Your dependents no longer meet the Plan's eligibility requirements.

If one of the above events occurs, eligible individuals may continue the same coverage they had when the event occurred, subject to any future changes to the Plan.

*Qualified Beneficiaries.* Only Qualified Beneficiaries may elect continued coverage. Qualified Beneficiaries include your spouse and any dependents who are enrolled the Plan at the time of the Qualifying Event in addition to any children who are born to or placed for adoption with you if you are participating in COBRA during the COBRA continuation period, provided they are enrolled within 60 days of the date of birth or date of placement.

Qualified Beneficiaries have the same right as Employees in Disability Status to change coverage under any the Plan for which coverage has been continued, and add or drop dependents.

*COBRA Coverage – Time Limits.* Continued coverage is limited to the following specific periods of time:

- A spouse and dependent children may continue coverage for up to 36 months, if they lose coverage:
  - Because of your death, divorce or legal separation; or
  - Because a dependent child no longer meets the Plan's eligibility requirements.

A Qualified Beneficiary's COBRA continuation coverage will end before the maximum time period is reached if:

- Payments are not made on a timely basis (within the 30-day grace period);
- After the COBRA continuation coverage is elected, the Qualified Beneficiary who elects COBRA coverage under the Plan becomes covered under another group health plan, unless the other plan contains a pre-existing condition exclusion or limitation applicable to the Qualified Beneficiary. COBRA coverage will not terminate unless or until the individual is no longer affected by the pre-existing condition exclusion or limitation under the other plan (for example, if the new plan gives credit for prior coverage, it may eliminate all or part of the pre-existing condition exclusion period and COBRA coverage may be terminated);
- NPPD ends all group health plans for all active employees; or
- Coverage ceases for any other generally applicable reason under the Plan.

*COBRA Notification/Cost.* NPPD will provide enrollment information for COBRA continuation coverage at the time of a Qualifying Event. It is the enrolled participant's responsibility to provide an accurate address for mailing purposes.

It is the enrolled participant's responsibility to notify NPPD of a loss of health coverage as a result of a divorce, legal separation, or child's loss of dependent status under a health plan. This notice **must be in writing and must be provided within 60 days of the date of the event** (or, if later, the date the dependent would lose coverage because of the event). If your qualifying event is a divorce or legal separation, your notice must include a copy of the divorce decree or legal separation agreement.

Any notice provided under COBRA must include: the name of the NPPD Employee in Disability Status, the name of each affected dependent, the Qualifying Event, and the date of the Qualifying Event. Notices must be directed to the following address:

Benefits Department  
Nebraska Public Power District  
1414 15th Street, P.O. Box 499  
Columbus, NE 68602-0499  
Email: [benefitslist@nppd.com](mailto:benefitslist@nppd.com)

Tel: 1-800-ASK-NPPD (1-800-275-6773); ask to speak to the Benefits Department

The cost of continued coverage is 102% of the total cost for the coverage, including NPPD and employee contributions.

To elect COBRA continuation coverage, Qualified Beneficiaries are given 60 days after they receive the election form or, if later, 60 days after coverage under the Plan would otherwise end if COBRA coverage is not elected. Each Qualified Beneficiary is entitled to make his or her own coverage election. When coverage is elected, a Qualified Beneficiary has 45 days from the date of election to make the initial payment. After that, payments must be made monthly and there is a 30-day grace period.

9. **Important Information Regarding COBRA Coverage.** To ensure that you and your spouse receive notices about COBRA coverage, you or your spouse *must* promptly notify NPPD in writing if your address, or your spouse's address, changes. For more complete information about COBRA coverage, contact NPPD at the telephone number listed above.

10. **Employer Information.** NPPD's address is P.O. Box 499, Columbus, NE 68602-0499. If you have questions about the Plan in general, contact NPPD's Benefits Department by email at [benefitslist@nppd.com](mailto:benefitslist@nppd.com) or by calling 1-800-ASK-NPPD (1-800- 275-6773) and asking to speak to the Benefits Department. If you have questions about claims or benefits, contact the Claims Administrator (for the Pre-Medicare Component of the Plan) or Insurer (for the Medicare Supplement Component of the Plan) at the telephone number on your Plan identification card.

11. **Administration.** NPPD has the discretionary authority to determine whether you are eligible for benefits under the Plan under the criteria described in Sections 1 and 2, to the extent those criteria do not rely on a determination by the insurer providing long-term disability benefits or the Social Security Administration. The Insurer or Claims Administrator, as applicable, has the discretionary authority to determine whether you are eligible for benefits under any criteria they establish. The Insurer has discretionary authority to construe the term of the insurance policy.

12. **Appeals.** The Summary contains detailed provisions regarding claims and appeals. If your claim under the Pre-Medicare Component of the Plan is denied and you exhaust all of the procedures described in the Summary, you may have a right to bring legal action under NEB. REV. STAT. § 13-1625.

13. **Exclusive Benefits.** The Plan exists solely for the benefit of eligible NPPD Employees in Disability Status and their covered spouses and dependents.

14. **Payments in Error.** If benefits under the Plan are paid in error or overpaid, the participant is responsible to reimburse the Plan for any erroneous payment or overpayment.

15. **Amendment, Termination.** NPPD reserves the right to amend or terminate the Plan, to change this document or the Summary, to change the provisions of the Plan, to change the terms and conditions of the Plan, to change premiums or required contributions, and to modify any or all documents, policies, or procedures relating to the Plan at any time, with or without notice. Similarly, the Insurer reserves the right to amend or terminate the insurance policy or policies providing benefits under the Plan, the terms and conditions of coverage under the policy or policies, and to modify any or all documents, policies, or procedures relating to the Plan at any time, with or without notice. No consent of a participant or beneficiary in the Plan will be required to terminate, modify, amend, or change the Plan. You may not receive benefits if the Plan is amended or terminated. If the Pre-Medicare Component of the Plan is terminated, NPPD will maintain the separate, segregated fund established for that component of the Plan for one year from the date of termination, for the payment of any claims that have not been filed.

16. **Not an Employment Contract.** By creating this Plan and providing benefits under the Plan, NPPD in no way guarantees employment for any participant under this Plan. The Plan and this document shall not be construed as giving any participant or other person any legal or equitable rights against NPPD or its board of directors.

17. **No Guarantee of Tax Consequences.** NPPD makes no commitment or guarantee that the benefits described in this Plan will be excludable from a participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any participant. It is a participant's obligation to determine whether a Plan benefit is excludable from gross income for federal and state income tax purposes, and to notify NPPD if the participant has reason to believe that no exclusion applies.

18. **Assignment and Succession.** NPPD may assign some or all of its rights and/or obligations under this Plan to any person, and such assignment shall not require the consent of any participant or beneficiary. NPPD may transfer its rights and/or obligations to a successor organization that assumes NPPD's obligations.

19. **Governing Law.** To the extent not preempted by federal law or specified in an insurance policy or policies, the Plan will be governed by and construed according to the laws of the State of Nebraska, without reference to its conflict of laws principles. Unless applicable law requires a different venue, any action or proceeding regarding this Plan shall be brought exclusively in the federal courts in Lancaster County, Nebraska or the state courts of Platte County or Lancaster County, Nebraska. By accepting coverage under the Plan, the participant hereby submits to personal jurisdiction in the State of Nebraska and Lancaster and Platte Counties, and waives any objection based on lack of jurisdiction, improper venue, or forum non conveniens.



IN WITNESS WHEREOF, this Summary Supplement for the Nebraska Public Power District Group Health Plan for Employees in Disability Status has been adopted by NPPD this 27 day of November 2024.

NEBRASKA PUBLIC POWER DISTRICT

By  \_\_\_\_\_

Thomas J. Kent, President & CEO  
4832-6712-3684, v. 5

