



125 Tower Drive
Burr Ridge, IL 60527
630.734.5000
630.734.5050
railslibraries.org

January 16, 2025

TO: RAILS BOARD OF DIRECTORS

FROM: Monica Harris, Executive Director
Sharon Swanson, Finance Director

SUBJECT: LIMRiCC Intergovernmental Agreement Changes

The Library Insurance Management and Risk Control Combination (LIMRiCC), the insurance pool that RAILS participates in to provide staff health, dental, vision, and life insurance, has recently amended the Intergovernmental Agreement (IGA) for participation in both the health and unemployment compensation claims processing programs that they administer. The IGA had not been amended since 2015, which meant that it needed several updates to properly reflect changes in administration that have happened over the last ten years as well as the change that happened several years ago to move the health insurance to a self-insured plan which has now been renamed the Health Insurance Plan (HIP).

The resolutions have been signed by RAILS and the other members of LIMRiCC in November 2023, and RAILS is now preparing to sign the amended IGA. LIMRiCC received the 2/3 vote needed from the membership for these resolutions to go into effect as of November 2023. We wanted to make the board aware of the amendments since the cost of these benefits is a significant piece of the RAILS budget and because it has been so long since the last amendment.

The administrative changes include:

- Minor clerical updates including address changes
- Elimination of references to the joint self-insurance program that is no longer offered by LIMRiCC and the Executive Director of LIMRiCC since this service is now outsourced to an independent contractor

The substantive changes include:

- Addition of a late fee for the unemployment compensation claims processing program
- New member requirements
- New requirements for providing documentation to LIMRiCC regarding employee eligibility
- Increased time periods for payment of monthly health insurance premiums prior to incurring late fees
- A formal refund policy for invoiced health insurance adjustments
- Updating claims processing periods for terminating members from 90 days to 12 months
- Updating run-out periods, notification periods, and penalties for terminating members
- Updating mandatory member meetings requirements

PROPOSED INTERGOVERNMENTAL AGREEMENT CHANGE BALLOT

The Library Insurance Management and Risk Control Combination (“LIMRiCC”) Board of Directors adopted a Resolution setting forth proposed amendments to the Intergovernmental Agreement Providing For Risk Management and Authorizing Membership in the Library Insurance Management and Risk Control Combination (“IGA”). This ballot is for your formal e-vote on whether or not you concur with the proposed IGA changes. The proposed changes are fully set forth in the enclosed Resolution and shown on the attached highlighted version of the Intergovernmental Agreement.

The proposed Amendments are in two Resolutions. The first is entitled:

**AMENDING THE AMENDED INTERGOVERNMENTAL AGREEMENT
PROVIDING FOR RISK MANAGEMENT AND AUTHORIZING MEMBERSHIP IN
THE LIBRARY INSURANCE MANAGEMENT AND RISK CONTROL
COMBINATION TO ALLOW
FOR ADMINISTRATIVE AMENDMENTS TO THE INTERGOVERNMENTAL
AGREEMENT**

The date that the proposed amendment is to become effective is November 15, 2023.

Members are invited to vote to “Approve” or “Disapprove” this proposed amendments.

APPROVE

DISAPPROVE

Each LIMRiCC Member entitled to vote must return its ballot to LIMRiCC on or before 5:00 p.m. on the proposed effective date of the amendment.

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INTERGOVERNMENTAL AGREEMENT**

The date that the proposed amendment is to become effective is November 15, 2023.

Members are invited to vote to “Approve” or “Disapprove” this proposed amendments.

APPROVE DISAPPROVE

Each LIMRiCC Member entitled to vote must return its ballot to LIMRiCC on or before 5:00 p.m. on the proposed effective date of the amendment.

RESOLUTION

AMENDING THE AMENDED INTERGOVERNMENTAL AGREEMENT PROVIDING FOR RISK MANAGEMENT AND AUTHORIZING MEMBERSHIP IN THE LIBRARY INSURANCE MANAGEMENT AND RISK CONTROL COMBINATION TO ALLOW FOR SUBSTANTIVE AMENDMENTS TO THE INTERGOVERNMENTAL AGREEMENT

WHEREAS, the Intergovernmental Agreement Providing for Risk Management and Authorizing Membership in the Library Insurance Management and Risk Control (“LIMRiCC”) (hereinafter referred to as “Agreement”) has been amended from time to time by the Members of LIMRiCC to adhere to the changing needs of the Members of LIMRiCC and to reflect current policies and practice; and

WHEREAS, the Board of the Library Insurance Management and Risk Control Combination desires to now propose substantive changes to the IGA that will update the LIMRiCC Intergovernmental Agreement; and

WHEREAS, the Board of the Library Insurance Management and Risk Control Combination believes it is in the best interest of LIMRiCC to make such changes.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of the Library Insurance Management and Risk Control Combination (“LIMRiCC”), as follows:

SECTION 1: That the recitals set forth above are incorporated as Section 1 of this Resolution.

SECTION 2: It is proposed that globally, the Agreement shall largely remove the distinction between the “Purchase of Health Insurance Plan” (“PHIP”) and the “Self-Insured Health Insurance Plan (“SHIP”). These acronyms will largely be combined under the acronym “HIP” referring generally to “Health Insurance Plan.” The only section that will maintain a distinction is the Refund of SHIP Benefit Fee upon SHIP Termination, because Purchase of Health Insurance Plans are paid on a month to month basis and refunding of fees is not required. The IGA will be updated globally by LIMRiCC administrative staff, with Attorney review. For clarity, the following sections are referenced in their current structure and will be updated appropriately.

SECTION 3: It is proposed that Article I (C)(3) be amended by adding the words, “The Member shall make these payments in equal quarterly installments due on the 15th day of April, July, October and January of each year. A late fee of \$50.00 will be issued for any paperwork or payment submitted after the due date. The Board of LIMRiCC shall have the authority to increase the late fee by up to ten percent (10%) in a calendar year.”

SECTION 4: It is proposed that Article III (A)(2) of the Agreement (**Self-Insured Health Insurance Plan (“SHIP”)**) shall be amended by adding the words “and dental insurance for Insured Participants” after “prescription drug coverage.”

SECTION 5: It is proposed that Article III (D)(1) of the Agreement (**Participant Administration Fee**) shall be amended to add, after the word “shall”, the words “be announced at the Annual Fall Meeting for the new benefit year.”

SECTION 6: It is proposed that Article III (G) of the Agreement (**Program Fund**) shall be amended to add the words “for all HIP Accounts” after the words (the “Program Fund”) and further to delete the last sentence in its entirety. In addition, Article III (G)(2.) “Initial SHIP Account Balance” will be deleted in its entirety.

SECTION 7: It is proposed that Article III (I) of the Agreement (**Employee Qualification**) shall be amended to delete the second paragraph and replace it in its entirety with the following: “Members may set stricter requirements for their employees to be eligible for the Program, except that Members are required to provide and pay for life insurance for all full-time employees unless a full-time employee specifically opts out of the life insurance benefit. Each Member is responsible for retaining and housing documentation of its requirements for eligibility either in the form of a written policy or resolution authorized by the Member’s Board and documentation that substantiates that each of its Insured Participants is a bona fide Qualified Employee by January 15 of each year. In addition, each Member is required to provide LIMRiCC with a monthly listing of any new employees, newly eligible employees, terminated employees or any other qualifying event by the first of the month.”

SECTION 8: It is proposed that Article III (K) of the Agreement (**Mandatory Member Meetings**) shall be modified by deleting the fourth and fifth paragraphs in their entirety and replacing it with the following: Each Member must have at least one (1) representative (Library Director/Administrator, other administrators, or his/her designee) in attendance, either in person or via electronic attendance, at a minimum of one meeting per year. Effective with the 2024 plan year, failure to have (1) representative attend without good cause, will result in a fee of \$150.

SECTION 9: It is proposed that a new Article III (N) of the Agreement (**New Membership**) be added to the Agreement which reads as follows:

“In the years that LIMRiCC is open to accepting new members as permissible by the provider, an application will be required for libraries considering joining the Program. Upon approval, a new member will be required to:

1. Sign the IGA; and.
2. Pay a non-reimbursable 2-month premium that will go into LIMRiCC’s reserves. The premium will be based on the new member’s enrollment and will apply to PHIP and SHIP.”

SECTION 10: It is proposed that Article III (N) of the Agreement (**Late Payments**) be deleted in its entirety and replaced with the following:

“If a Member is more than sixty (60) days late after the issued date of the invoice in paying any Membership Contribution, said Member will be responsible for paying a late fee equal to five percent (5%) of all outstanding invoices. All late fees shall be deposited into the PHIP Account. If a Member fails to make Membership Contribution for a period of three (3)

months, the Board may vote to terminate the Member in accordance with Section Q, Term of the Program.”

In addition this subsection will now be identified as subsection Article III (O) after addition of Article III (N) above.

SECTION 11: It is proposed that a new Article III (P) of the Agreement (**Refund Adjustment Policy**) be added to the Agreement which reads as follows:

In the event that an adjustment is necessary to a member’s invoice, a member can obtain a refund of up to 90 days.

SECTION 12: It is proposed that Article III (Q)(5) of the Agreement (**Obligations of Terminated Members**) shall be amended by deleting it in its entirety and replacing it with the following:

The obligation of LIMRiCC to administer claims incurred under the Plan prior to the effective date of termination or voluntary withdrawal for a terminated Member shall continue for claims that are filed within a period of twelve (12) months after such effective date. Members who have either been terminated or have voluntarily withdrawn are required to make all Member Contributions and supplemental payments, and to pay their entire current invoice, for sixty (60) days after their termination date, known as the run-out period.

1. In the event of a member’s voluntary termination from the Program, notification to the Board must be given in writing 120 days prior to the termination date and prior to the end of the benefit plan year.

The exception to the 120 day notice would be in the event that the Board fails to provide a 15 day notice of the health care premiums for the new plan year at least 135 days prior to the new plan year. In this case, it is at the discretion of the Board. A penalty fee of 25% of the current invoice will be applied to the Member for a notice of termination with less than 120 days notification.

2. A 2-month run out period for SHIP and PHIP will be charged based on the current invoice.

SECTION 13: It is proposed that Article VIII of the Agreement (**FORMER PARTICIPATION OF METROPOLITAN LIBRARY SYSTEM (FORMERLY SUBURBAN LIBRARY SYSTEM)**) shall be deleted in its entirety.

SECTION 14: The proposed effective date of the amendments is November 15, 2023.

SECTION 15: That each Member that will be affected by these proposed amendments shall receive written notice of proposed amendments and the date on which the amendment is to become effective, together with a ballot for voting to approve or disapprove the proposed amendments. The notice shall be given not less than 60 days and not more than 90

days before the proposed effective date of the amendment, either via electronic mail or U.S. mail.

SECTION 16: The proposed amendments set forth in this Resolution shall be adopted upon receiving the affirmative vote of at least two-thirds (2/3) of the Members entitled to vote on such amendment.

SECTION 17: That the President is authorized and directed to sign and the Secretary is authorized and directed to attest to this Resolution.

SECTION 18: This Resolution shall be in full force and effect immediately upon its adoption.

ADOPTED by the Library Insurance Management and Risk Control Combination this 26th day of July, 2023.

ADOPTED by RAILS (Library Name) this NOV 2 day of NOVEMBER 2023.

By: Mari R. Hein

Its: EXECUTIVE DIRECTOR

ATTEST:

Sharon Swanson

RESOLUTION

AMENDING THE AMENDED INTERGOVERNMENTAL AGREEMENT PROVIDING FOR RISK MANAGEMENT AND AUTHORIZING MEMBERSHIP IN THE LIBRARY INSURANCE MANAGEMENT AND RISK CONTROL COMBINATION TO ALLOW FOR ADMINISTRATIVE AMENDMENTS TO THE INTERGOVERNMENTAL AGREEMENT

WHEREAS, the Intergovernmental Agreement Providing for Risk Management and Authorizing Membership in the Library Insurance Management and Risk Control (“LIMRiCC”) (hereinafter referred to as “Agreement”) has been amended from time to time by the Members of LIMRiCC to adhere to the changing needs of the Members of LIMRiCC and to reflect current policies and practice; and

WHEREAS, the Board of the Library Insurance Management and Risk Control Combination desires to now propose administrative changes to the IGA that will update the LIMRiCC Intergovernmental Agreement; and

WHEREAS, the Board of the Library Insurance Management and Risk Control Combination believes it is in the best interest of LIMRiCC to make such changes.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of the Library Insurance Management and Risk Control Combination (“LIMRiCC”), as follows:

SECTION 1: That the recitals set forth above are incorporated as Section 1 of this Resolution.

SECTION 2: It is proposed that globally, the Agreement shall largely remove the distinction between the “Purchase of Health Insurance Plan” (“PHIP”) and the “Self-Insured Health Insurance Plan (“SHIP”). These acronyms will largely be combined under the acronym “HIP” referring generally to “Health Insurance Plan.” The only section that will maintain a distinction is the Refund of SHIP Benefit Fee upon SHIP Termination, because Purchase of Health Insurance Plans are paid on a month to month basis and refunding of fees is not required. The IGA will be updated globally by LIMRiCC administrative staff, with Attorney review. For clarity, the following sections are referenced in their current structure and will be updated appropriately.

SECTION 3: It is proposed that Article I (B) of the Agreement (**Definitions- Article I**) shall be amended by deleting the definition of “The Previous Agreement.”

SECTION 4: It is proposed that Article I (C)(8) of the Agreement (**Agreements of Members**) shall be amended to add the words “or its designee” after “LIMRiCC.”

SECTION 5: It is proposed that Article I (D)(6) of the Agreement (**Powers and Duties of LIMRiCC**) shall be amended to read in full as follows:

“6. To assist in filing for a refund with the IDES.”

SECTION 6: It is proposed that Article I (D)(8) of the Agreement (**Powers and Duties of LIMRiCC**) shall be amended replace the words “LIMRiCC staff” with “The LIMRiCC Board of Directors”

SECTION 7: It is proposed that Article I (F) of the Agreement (**Prior Coverage- The Previous Agreement.**) shall be deleted in its entirety.

SECTION 8: It is proposed that Article II (A) of the Agreement (**Purpose**) shall be amended to delete the words “joint self-insurance.”

SECTION 9: It is proposed that Article II (C)(1) of the Agreement (**Definitions (Article II)**) shall be amended to delete the words “for joint self-Insurance”

SECTION 10: It is proposed that Article II (C)(7) of the Agreement (**Definitions (Article II)**) shall be deleted in its entirety.

SECTION 11: It is proposed that Article II (F) of the Agreement (**Payments by Members --Assessments**) shall be deleted in its entirety.

SECTION 12: It is proposed that Article II (G)(7) of the Agreement (**Powers and Duties of LIMRiCC**) shall be deleted in its entirety.

SECTION 13: It is proposed that Article II (H)(10) of the Agreement (**Authorization Clause and Notices**) shall be amended to replace the address for LIMRiCC as follows:

LIMRiCC
668 N. River Road
Naperville, IL 60563

SECTION 14: It is proposed that Article II (H)(11) of the Agreement (**Acceptance**) shall be amended to delete the words “relating to joint self-insurance.”

SECTION 15: It is proposed that Article II (I) of the Agreement (**Cancellation**) shall be amended to delete the word “mailing” and replacing it with the word “delivering” and by replacing the word “effected” with “affected.”

SECTION 16: It is proposed that Article II (M) of the Agreement (**Prior Coverage**) shall be deleted in its entirety.

SECTION 17: It is proposed that Article III (D) of the Agreement (**Administration Fee**) shall be amended to delete the words “the costs and expenses LIMRiCC incurs as the organization that sponsors the Program, such as employee salaries, independent contractor fees, office space, and other institutional costs” and replace them with “all administrative costs of LIMRiCC”; and to delete the words “The Administration Fee shall be comprised of two (2) separate fees: (1) the Base Administration Fee and (2) the Participant Administration Fee.”

SECTION 18: It is proposed that Article III (D)(1) of the Agreement (**Base Administration Fee**) shall be deleted in its entirety.

SECTION 19: It is proposed that Article III (F) of the Agreement (**SHIP Benefit Fee**) shall be amended to delete the words “For the initial SHIP plan year, which is calendar year 2016, the SHIP Benefit Fee shall be determined by a majority vote of the Members at the Fall 2015 Meeting” and to delete the words “For all subsequent SHIP plan years” and to replace the words “shall consult with the Executive Director to” with the word “will”.

SECTION 20: It is proposed that Article III (G) of the Agreement (**Program Fund**) shall be amended to add the words “for all HIP Accounts” after the words (the “Program Fund)”) and further to delete the last sentence in its entirety.

SECTION 21: It is proposed that Article III (G)(1) of the Agreement (**Initial SHIP Account Balance**) shall be deleted in its entirety.

SECTION 22: It is proposed that Article III (I) of the Agreement (**Employee Qualification**) shall be amended to add a hyphen to the word “re-enroll.”

SECTION 23: It is proposed that Article III (O)(1) of the Agreement (**Rights and Obligations of Members**) shall be amended to delete the words “Executive Director”.

SECTION 24: It is proposed that Article III (S) of the Agreement (**Notices**) shall be amended to replace the address for LIMRiCC as follows:

LIMRiCC
668 N. River Road
Naperville, IL 60563

SECTION 25: It is proposed that Article V of the Agreement (**LIABILITY OF LIMRiCC, ITS OFFICERS AND DIRECTORS**) shall be amended to delete the words “and the officers and employees” and further amended to delete the word “The” at the beginning of the second sentence and replace it with “They”

SECTION 26: It is proposed that Article VII of the Agreement (**NOTICES**) shall be amended to replace the address for LIMRiCC as follows:

LIMRiCC
668 N. River Road
Naperville, IL 60563

SECTION 27: It is proposed that Article X of the Agreement (**POWERS OF BOARD OF DIRECTORS**) shall be amended to delete the word “staff”.

SECTION 28: It is proposed that the Resolution Providing for the Execution of An Intergovernmental Agreement with the Library Insurance Management and Risk Control Combination (“LIMRiCC”) be amended to capitalize the word “Combination” in Section 2(A) (Findings).

SECTION 29: The proposed effective date of the amendments is November 15, 2023.

SECTION 29: That each Member that will be affected by these proposed amendments shall receive written notice of proposed amendments and the date on which the amendment is to become effective, together with a ballot for voting to approve or disapprove the proposed amendments. The notice shall be given not less than 60 days and not more than 90 days before the proposed effective date of the amendment, either via electronic mail or U.S. mail.

SECTION 30: The proposed amendments set forth in this Resolution shall be adopted upon receiving the affirmative vote of at least two-thirds (2/3) of the Members entitled to vote on such amendment.

SECTION 31: That the President is authorized and directed to sign and the Secretary is authorized and directed to attest to this Resolution.

SECTION 32: This Resolution shall be in full force and effect immediately upon its adoption.

ADOPTED by the Library Insurance Management and Risk Control Combination the 26th day of July, 2023.

ADOPTED by RAILS (Library Name) this 2 day of NOVEMBER 2023.

By: Rain R. Ahn

Its: EXECUTIVE DIRECTOR

ATTEST:

Sharon Swanson