R-25-152

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A NON-BINDING LETTER OF INTENT WITH CHAMPION HEALTH, INC. TO NEGOTIATE A CONTRACT TO IMPLEMENT THE CHAMP PLAN, A VOLUNTARY SUPPLEMENTAL HEALTH PLAN, FOR CITY EMPLOYEES; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to Resolution No. 9764, adopted December 23, 2024, the Arkansas Municipal League provides health and dental coverage for City employees; and

WHEREAS, Champion Health, Inc. ("CHI") offers the CHAMP Plan ("Plan"), a voluntary health care plan that overlays traditional health coverage; and

WHEREAS, upon review of the Plan, the City requested assurances that the employee contributions that fund the Plan are eligible to be made by pre-tax payroll deductions; and

WHEREAS, the City Council has determined it is in the best interests of the City to pursue negotiations with CHI upon receipt from the Internal Revenue Service of an IRS Private Letter Ruling, or similar acceptable certification from the IRS of Department of Labor.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the Mayor is authorized to executed a non-binding Letter of Intent to Implement the CHAMP Plan with Champion Health, Inc. (substantially similar to Exhibit A attached hereto).

SECTION 2: That the provisions of this Resolution are hereby declared to be severable, and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder of the sections, phrases or provisions.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED: _____

APPROVED: _____
Mayor Terry C. Hartwick

SPONSOR: Ron Harris
Council Member Ron Harris by AF

ATTEST: _____
Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/ABF

FILED 10:23 A.M. ___ P.M.

By Amy Fields

DATE 9-2-25

Diane Whitbey, City Clerk and Collector
North Little Rock, Arkansas

RECEIVED BY

Champion Health, Inc.

August 19, 2025

Mayor Terry Hartwick
City of North Little Rock
300 Main St.
North Little Rock, AR 72114

Re: Letter of Intent to Implement the CHAMP Plan

Dear Mayor Hartwick:

This letter ("Letter of Intent") constitutes a non-binding Letter of Intent between City of North Little Rock ("Company") and Champion Health, Inc. ("CHI"), regarding Company's intent to contract with CHI to implement the CHAMP Plan offered by CHI (the "Project").

1. Proposed Transaction. The following is a brief summary of the key terms of the proposed Project. CHI is a service provider for self-funded employer-sponsored group plans under the Employee Retirement Income Security Act of 1974 ("ERISA"). One of the key products CHI makes available to Plan Sponsors is called the CHAMP Plan. The Company intends to implement the CHAMP Plan, and the Company wants to ensure that the CHAMP Plan's provisions comply with applicable law.

2. Intent of Letter. This nonbinding Letter of Intent is intended to establish the basic terms of the parties' collaboration on the Project and to facilitate commercial negotiations going forward. As such, this Letter of Intent may be amended by a joint, signed writing by the parties, and no term or provision of this Letter of Intent (other than those designated as Binding Provisions) shall be binding on either party unless and until agreed upon in a Definitive Agreement. Neither this Letter of Intent, nor any actions taken by either party pursuant hereto, shall be deemed to create an agency or joint venture relationship between the parties, or any relationship other than that of two independent entities engaging in general commercial discussions.

3. Definitive Agreement. The parties shall negotiate in good faith one or more binding agreements for the pursuit of the Project upon the terms contained in this Letter of Intent, as it may be amended from time to time, or as otherwise determined in subsequent commercial negotiations relating to the Project (each a "Definitive Agreement"). The Definitive Agreement will contain terms and covenants customary for a transaction of this nature. Both parties will use good faith efforts to promptly negotiate, finalize, and execute a Definitive Agreement upon a material consensus of the parties as to the general commercial terms of the Project.

4. Financing. Company's obligations to commence its obligations pursuant to the Project shall be contingent upon CHI's receipt of an IRS Private Letter Ruling, or similar certification from the IRS or DOL.

5. Confidentiality. No party will disclose or use, and will direct their respective representatives not to disclose or use any confidential information with respect to the other party obtained (whether past, present, or future) in connection with the Project. The parties acknowledge that Company is subject to the Arkansas Freedom of Information Act ("FOIA"). Customer may disclose confidential information as required to comply with FOIA.

EXHIBIT
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6. No Liability. Except for the matters specifically agreed to herein, the parties agree that unless and until a Definitive Agreement between the parties regarding the Project has been executed and delivered, neither party shall have any liability or obligation whatsoever regarding the Project, including, without limitation, any obligation to: (a) enter into a Definitive Agreement; or (b) consummate the Project.

7. Costs. Each party will be responsible for its own costs, fees, and expenses incurred in connection with the negotiation of the Definitive Agreement.

8. Governing Law. This Letter of Intent will be governed by and construed in accordance with the laws of the State of Arkansas.

9. Non-Binding. Except for this Section and Sections 5 through 8 (which sections shall be legally binding on all of the parties) (the "Binding Provisions"), this letter is solely a Letter of Intent and is not, and should not be considered as, a legally binding agreement in any manner. With the exception of the Binding Provisions, the provisions of this Letter of Intent will terminate at the earlier of: (a) the execution of a Definitive Agreement that supersedes and terms hereof; or (b) upon the written agreement of both parties.

If you agree to the proposed terms set forth above, kindly execute and return a copy of this letter to Emily Langdon at emily@champplan.com.

Respectfully Submitted:

CHAMPION HEALTH, INC.

By: _____
Emily R. Langdon
Chief Legal and Compliance Officer

Accepted and agreed to:

City of North Little Rock

_____
Terry Hartwick, Mayor