



STATE OF ARKANSAS

Department of Human Services
Office of Procurement
700 Main Street
Little Rock, Arkansas 72201

INVITATION FOR BID BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	710-25-079	Solicitation Issued:	May 30, 2025
Description:	Occupational and Physical Therapy Services for Arkadelphia Human Development Center (AHDC)		
Agency:	Department of Human Services, Division of Developmental Disabilities Services		

SUBMISSION DEADLINE			
Bid Submission Deadline Date/Time	June 11, 2025, 10:00 am, CST	Bid Opening Date/Time:	June 11, 2025, 11:00 am, CST
Bids shall not be accepted after the designated bid submission date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the designated location on or before the bid submission date and time. Bids received after the designated bid submission date and time shall be considered late and shall be returned to the vendor without further review. It is not necessary to return "no bids" to the Office of Procurement.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	Arkansas Department of Human Services Attn: Office of Procurement 700 Main Street Little Rock, AR 72201
United States mail (USPS):	Note: Hand delivered responses must be delivered directly to the security desk at 700 Main Street and logged by the security desk prior to the bid submission deadline to be accepted otherwise these deliveries will not be accepted and may be disqualified. Receipts for submissions will NOT be issued to bidders.
Commercial Carrier (UPS, FedEx or USPS Exp):	Arkansas Department of Human Services Attn: Office of Procurement P.O. Box 1437 Slot W345 Little Rock, AR 72203-1437 Arkansas Department of Human Services Attn: Office of Procurement 112 West 8 th Street, Slot W345 Little Rock, AR 72201 Delivery providers, USPS, UPS, and FedEx deliver mail to OP's street address on a schedule determined by each individual provider. These providers will deliver to OP based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.
Bid's Outer Packaging:	If the bid packet is not sealed and properly marked with the below information, the package may be opened for bid identification purposes. • Bid number • Date and time of bid opening • Prospective Contractor's name and return address

OFFICE OF PROCUREMENT CONTACT INFORMATION			
OP Buyer:	Susie Taylor	Buyer's Direct Phone Number:	501-682-9603
Email Address:	DHS.OP.Solicitations@dhs.arkansas.gov	DHS Main Number:	501-682-1001
DHS Website:	DHS Procurement Announcements		
OSP Website:	OSP Bid Opportunities		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

1.1 PURPOSE

This Invitation for Bid (IFB) is issued by the Office of Procurement (OP) for the Arkansas Department of Human Services (DHS), Division of Developmental Disabilities Services (DDS) seeks to obtain pricing and a contract for Occupational and Physical Therapy for the Arkadelphia Human Development Center (AHDC)

1.2 INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT

According to Ark. Code Ann. § 19-11-249, this proposal and any resulting contract may be available to any State Agency or Institution of Higher Education that wishes to utilize the services of the selected Contractor. Upon agreement by the parties, they may enter into an agreement as provided in this solicitation.

1.3 TYPE OF CONTRACT

- A. A Term contract will be awarded to a single vendor.
- B. Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative review.
- C. The term of this contract **shall** be for one (1) year. The anticipated starting date for the contract is **September 1, 2025**. Upon agreement by the vendor and agency the contract may be renewed by the Office of Procurement (OP) on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof not to exceed a total aggregate contract term of seven (7) years.

1.4 ISSUING AGENCY

The OP, as the issuing office, is the sole point of contact throughout this solicitation process. Vendor questions regarding this Bid Solicitation should be made through the State's buyer as shown on page two (2) of this document.

1.5 BID OPENING LOCATION

Bids submitted by the opening date and time will be opened via video conference. DHS will publish a link to the live bid opening on the DHS website for public access. Individuals will not be permitted to attend in-person. If the bid opening cannot be held as scheduled due to technical or other issues, DHS will publish an updated schedule and video conference link on the [DHS website](#).

1.6 DEFINITION OF REQUIREMENT

- A. The words "**must**" and "**shall**" signify a Requirement of this solicitation and that vendor's agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any Requirement in this *Bid Solicitation*, whether submitted in the vendor's bid or in subsequent correspondence, **shall** cause the vendor's bid to be disqualified.

1.7 DEFINITION OF TERMS

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. The words "bidder," "vendor," and "contractor" are used synonymously in this document.
- C. The terms "Invitation for Bid", "IFB" and "Bid Solicitation" are used synonymously in this document.

1.8 RESPONSE DOCUMENTS

- A. *Bid Response Packet*
 - 1. An official authorized to bind the vendor(s) to a resultant contract **must** sign the *Bid Signature Page*.
 - 2. Vendor's signature on this page **shall** signify vendor's agreement that either of the following **shall** cause the vendor's bid to be disqualified:

- a. Additional terms or conditions submitted intentionally or inadvertently.
 - b. Any exception that conflicts with a Requirement of this *Bid Solicitation*.
3. The following items **shall** be submitted with the *Bid Response Packet* in a sealed envelope:
- a. EO 98-04 Disclosure Form (Attachment A).
 - b. Copy of Vendor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - c. Signed addenda to this IFB, if applicable. (See Requirement of Addendum.)
 - d. Combined Certifications (Attachment B).
 - e. Documentation that vendor meets the minimum qualifications outlined in this IFB. (See *Client History Form-Attachment H*.)
4. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information. **Submit one (1) electronic copy of the response packet, excluding the Official Bid Price Sheet, on a flash drive and one (1) hard copy. To the extent possible, all electronic files should be a single document in PDF format.**
- B. Official Bid Price Sheet. (See *Pricing*.)
- 1. Vendor's original *Official Bid Price Sheet* **must** be submitted in hard copy format.
 - 2. Vendor should also submit one (1) electronic copy of the *Official Bid Price Sheet*, in a single PDF file on a flash drive.
 - 3. The *Official Bid Price Sheet*, including the hard copy and electronic copy, must be separately sealed from the *Bid Response Packet* and should be clearly marked as "Pricing." Vendor must not include any pricing in the hard copies or electronic copies of the *Bid Response Packet*.

1.4 AGREEMENT AND COMPLIANCE PAGE

- A. Vendor **must** sign the *Agreement and Compliance Page* relevant to each section of the *Bid Solicitation Document*. The *Agreement and Compliance Page* is included in the *Bid Response Packet*.
- B. Vendor's signature on this page **shall** signify agreement to and compliance with all requirements within the designated section.

1.5 SUBCONTRACTORS

- A. Vendor **must** complete and submit the *Proposed Subcontractors Form* included in the *Bid Response Packet* to indicate vendor's intent to utilize, or to not utilize, subcontractors.
- B. Additional subcontractor information may be required or requested in following sections of this *Bid Solicitation*. **Do not** attach any additional information to the *Proposed Subcontractors Form*.
- C. The utilization of any proposed subcontractor is subject to approval by the State agency.

1.6 PRICING

- A. Vendor(s) **must** include all pricing on the Official Bid Price Sheet(s) only. Any cost not identified by the successful vendor but subsequently incurred in order to achieve successful operation **shall** be borne by the vendor. The *Official Bid Price Sheet* is provided in the *Bid Response Packet*.
- B. A justification of quoted prices should be attached to the *Official Bid Price Sheet*.
- C. To allow time to evaluate bids, prices **must** be valid for one hundred twenty (120) days following the bid opening.
- D. Failure to complete and submit the *Official Bid Price Sheet* **shall** result in disqualification.
- E. All bid pricing **must** be in United States dollars and cents.
- F. The *Official Bid Price Sheet* may be reproduced as needed.

1.7 PRIME CONTRACTOR RESPONSIBILITY

- A. A joint bid submitted by two (2) or more vendors is acceptable. However, a single vendor **must** be identified as the prime contractor.
- B. The prime contractor **shall** be held responsible for the contract and **shall** be the sole point of contact.

1.8 INDEPENDENT PRICE DETERMINATION

- A. By submission of this bid, the vendor certifies, and in the case of a joint response, each party thereto certifies as to its own organization, that in connection with this bid:
 - 1. The prices in the bid have been arrived at independently, without collusion.
 - 2. No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion **shall** warrant consideration of this bid by the Office of the Attorney General. All vendors **shall** understand that this paragraph may be used as a basis for litigation.

1.9 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this Bid Solicitation become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
- C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the Bid Response Packet. A CD is also acceptable. Do not submit documents via email or fax.
- G. Except for the redacted information, the redacted copy must be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy will be open to public inspection under FOIA without further notice to the Prospective Contractor.
- J. If a redacted copy of the submission documents is not provided with Prospective Contractor's Bid Response Packet, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under FOIA.
- K. If the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.

- L. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.10 CAUTION TO VENDORS

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through OP.
- B. Vendor **must not** alter any language in any solicitation document provided by the State.
- C. Vendor **must not** alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- E. Bids **must** be submitted in the English language.
- F. The State **shall** have the right to award or not award a contract, if it is in the best interest of the State to do so.
- G. Vendor **must** provide clarification of any information in their response documents as requested by OP.
- H. Bids **must** meet or exceed all defined specifications as set forth in this *Bid Solicitation*.
- I. Bids **must** meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.
- J. Vendors may submit multiple bids.

1.11 REQUIREMENT OF ADDENDUM

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by OP.
- B. An addendum posted within three (3) calendar days prior to the bid opening **shall** extend the bid opening and may or may not include changes to the Bid Solicitation.
- C. The vendor **shall** be responsible for checking the following websites for any and all addenda up to bid opening:
<https://humanservices.arkansas.gov/do-business-with-dhs>
<https://www.arkansas.gov/dfa/procurement/bids/index.php>

1.12 AWARD PROCESS

- A. Vendor Selection
 - 1. Award will be made to lowest responsible, responsive bidder based on **hourly rate**. Bidders must meet minimum qualifications. Bids must meet or exceed all defined specifications. Bids must meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.
 - 2. Contract award, extension, or renewal is contingent upon approval by DHS officials, subsequent approval by the OP, review by the Legislative Council and the availability of State funds. Changes to any non-financial portion of this agreement may be made with the agreement of both DHS and the Contractor.
- B. Negotiations
 - 1. If the State so chooses, negotiations may be conducted with the lowest responsive bidder. Negotiations may be conducted at any lawful time of DHS's choosing and the items to be discussed shall be at the sole discretion of the State.
 - 2. If negotiations fail to result in a contract, the State may begin the negotiation process with the next lowest responsive bidder. The negotiation process may be repeated until the lowest responsive vendor has been determined, or until such time the State decides not to move forward with an award.
- C. Anticipation to Award

1. Once an anticipated successful vendor has been determined, the anticipated award will be posted on the following websites:
<https://humanservices.arkansas.gov/do-business-with-dhs>
<https://www.arkansas.gov/dfa/procurement/bids/index.php>
2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Vendors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen (14) day posting period.
3. OP **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is the vendor's responsibility to check the above referenced websites for the posting of an anticipated award.

D. Issuance of Contract

1. Any resultant contract of this Bid Solicitation shall be subject to State approval processes which may include Legislative review.
2. An Office of Procurement Official will be responsible for award and administration of any resulting contract.

1.13 MINORITY AND WOMEN-OWNED BUSINESS POLICY

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business that is at least fifty-one percent (51%) owned by a lawful permanent resident of this State who is:
- African American
 - American Indian
 - Asian American
 - Hispanic American
 - Pacific Islander American
 - A Service-disabled Veteran as designated by the United States Department of Veterans Affairs
- B. A woman-owned business is defined by Arkansas Code Annotated § 15-4-303(9) as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Bid Signature Page*.

1.14 EQUAL EMPLOYMENT OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, the State is required to have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. EO Policies should be included as a hardcopy accompanying the solicitation response.
- C. The submission of an *EO Policy* to the OP is a one-time requirement. Vendors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.
- E. Vendors, who are not required by law to have an *EO Policy*, **must** submit a written statement to that effect.

1.15 COMBINED CERTIFICATIONS

- A. Pursuant to Arkansas law, a Contractor must certify they are not a Scrutinized Company and they do not currently and shall not for the aggregate term of any resulting contract:
1. Boycott Israel. See Arkansas Code Annotated § 25-1-503.
 2. Knowingly employ or contract with illegal immigrants. See Arkansas Code Annotated § 19-11-105.
 3. Boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries. See Arkansas Code Annotated § 25-1-1102.
 4. Employ a Scrutinized Company as a subcontractor. See Arkansas Code Annotated § 25-1-1203.

- B. Contractor shall submit signed Attachment B Combined Certifications for Contracting with the State of Arkansas.

1.16 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a vendor's past performance with the State may be used to determine if the vendor is "responsible." Proposals submitted by vendors determined to be non-responsible **shall** be disqualified.

1.17 TECHNOLOGY ACCESS

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Prospective Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. Accordingly, the Prospective Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., equivalent access for effective use by both visual and non-visual means.
 2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.
 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
 4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means.
 5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.
 6. Integrating into networks used to share communications among employees, program participants, and the public.
 7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard

alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.

- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

1.18 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

The respondent's solution must comply with the state's shared Technical Architecture Program which is a set of policies and standards that can be viewed at <https://www.dfa.arkansas.gov/intergovernmental-services/state-technology-cost-analysis/architecture-compliance/>. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

1.19 MASTERCARD ACCEPTANCE

- A. Awarded vendor should have the capability of accepting the State's authorized MASTERCARD Procurement Card (p-card) as a method of payment.
- B. Price changes or additional fee(s) shall not be levied against the State when accepting the p-card as a form of payment.
- C. MASTERCARD is not the exclusive method of payment.

1.20 PUBLICITY

- A. Vendors **shall not** issue a news release pertaining to this *Bid Solicitation* or any portion of the project without OP's prior written approval.
- B. Failure to comply with this Requirement **shall** be cause for a vendor's bid to be disqualified.

1.21 RESERVATION

The State **shall not** pay costs incurred in the preparation of a bid.

1.22 SCHEDULE OF EVENTS

Public Notice of IFB	May 30, 2025
Date and Time for Bid Submission Deadline	June 11, 2025, 10:00 am, CST
Date and Time for Bid Opening	June 11, 2025, 11:00 am, CST
Intent to Award Announced, On or About	June 23, 2025
Contract Start (Subject to State Approval)	September 1, 2025

1.23 STATE HOLIDAYS

Holidays are those days as declared legal state holidays by authority of Act 304 of 2001. Those days are as follows:

New Year's Day	January 1
Dr. Martin Luther King Jr.'s Birthday	Third Monday in January
George Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25

Additional days can be proclaimed as holidays by the Governor through executive proclamation. State offices are normally closed on holidays however, there are occasions (i.e. during legislative sessions) when it may become

necessary to keep state offices open on holidays. The Contractor shall maintain adequate staff on such working holidays.

SECTION 2 – MINIMUM REQUIREMENTS

2.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Office of Procurement (OP) for the Arkansas Department of Human Services (DHS), Division of Developmental Disabilities Services (DDS) seeks to obtain pricing and a contract for a Occupational Therapist and a Physical Therapist for the Arkadelphia Human Development Center (AHDC)

2.2 SERVICE DELIVERY LOCATION

All services **must** be provided at the Arkadelphia Human Development Center during normal state work hours and within the agreed upon number of days unless otherwise arranged and coordinated with the agency. The Contractor **shall** give the agency immediate notice of any anticipated delays that will affect the service delivery requirement.

*Arkadelphia Human Development Center
1 Prator Drive
Arkadelphia, AR 71923*

DHS, at its sole discretion, reserves the right to request services for additional DHS divisions and locations.

2.3 MINIMUM QUALIFICATIONS

The Contractor **must** meet the following requirements:

- A. The Contractor **must** be registered to do business in the State of Arkansas and in good standing by the initial start of any resulting contract. For verification purposes, Contractor **must** provide a Certificate of Good Standing, Certificate of Authority, other required Arkansas Secretary of State documentation such as non-filing or nonqualifying statements, upon DHS request.
- B. The bidder **must** include a copy of all required licensure and certification documents in the bidder's response to this solicitation. See "Response Documents."
- C. The **Physical Therapist must** be licensed as a Physical Therapist, licensed and regulated by the Arkansas State Board of Physical Therapy. For verification purposes, prospective Contractor must provide copy of licensure with bid submission.
- D. The **Physical Therapist must** have seven (7) years of experience providing PT services in an ICF (Intermediate Care Facility) for individuals with intellectual disabilities. As defined, an ICF is a long-term care/residential facility with 24/7 care, supervision, training, support, and medical care.
- E. The **Occupational Therapist must** be licensed by the Arkansas State Medical Board. For verification purposes, prospective Contractor must provide copy of certification documents with bid submission.
- F. The **Occupational Therapist must** have seven (7) years of experience providing OT services in an ICF (Intermediate Care Facility) for individuals with intellectual disabilities. As defined, an ICF is a long-term care/residential facility with 24/7 care, supervision, training, support, and medical care.

2.4 SCOPE OF WORK

The Contractor **must** provide the following occupational and physical therapy services for clients ages eighteen (18) through eighty-five (85) with intellectual and developmental disabilities and co-occurring psychiatric conditions as referred by the AHDC. Contractor **must** work closely with AHDC staff to ensure that he/she has all relevant information for decision making.

A. Services

The **Occupational Therapist (OT)** and **Physical Therapist (PT)** shall provide direct and indirect patient care at the AHDC to ensure continuity of care. Physician's orders shall be required before the OT/PT can provide services to patients.

"Direct patient care" means screening, evaluation, and therapy services conducted with facility residents and potential admissions.

BID RESPONSE PACKET

710-25-079

Occupational and Physical Therapy Services
AHDC

BID SIGNATURE PAGE

Type or Print the following information.

PROSPECTIVE CONTRACTOR'S INFORMATION			
Company:	Baptist Health		
Address:	P.O. Box 551		
City:	Little Rock	State:	AR Zip Code: 72205
Business Designation:	<input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Public Service Corp <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit		
Minority and Women-Owned Designation*:	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> American Indian <input type="checkbox"/> Service-Disabled Veteran <input type="checkbox"/> African American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Women-Owned <input type="checkbox"/> Asian American <input type="checkbox"/> Pacific Islander American		
AR Certification #: _____ * See Minority and Women-Owned Business Policy			
PROSPECTIVE CONTRACTOR CONTACT INFORMATION			
Provide contact information to be used for bid solicitation related matters.			
Contact Person:	Kathy Tilton	Title:	Vice President of Rehab
Phone:	501-202-1762	Alternate Phone:	501-202-7598
Email:	kathy.tilton@baptist-health.org		
CONFIRMATION OF REDACTED COPY			
<input type="checkbox"/> YES, a redacted copy of the <i>Bid Response Packet</i> is enclosed. <input checked="" type="checkbox"/> NO, a redacted copy of the <i>Bid Response Packet</i> is <u>not</u> enclosed. I understand a full copy of non-redacted documents will be released if requested. <i>Note: If a redacted copy of the Bid Response Packet is not provided and neither box is checked, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA). See the Bid Solicitation Document for additional information.</i>			
COMBINED CERTIFICATIONS FORM			
Bidder has included in the <i>Bid Response Packet</i> the signed Attachment B: Combined Certifications for Contracting with the State of Arkansas.			

An official authorized to bind the bidder to a resultant contract must sign below.

The signature below signifies agreement that any exception that conflicts with a Requirement of this IFB will cause the bid to be disqualified:

Authorized Signature: Kathy Tilton Title: VP of Rehab
 Printed/Typed Name: Kathy Tilton Date: 5-30-25

SECTIONS 1 - 4 VENDOR AGREEMENT AND COMPLIANCE

- Any requested exceptions to items in this section which are NON-mandatory **must** be declared below or as an attachment to this page. Vendor **must** clearly explain the requested exception and should label the request to reference the specific solicitation item number to which the exception applies.
- Exceptions to Requirements **shall** cause the bid to be disqualified.

By signature below, vendor agrees to and **shall** fully comply with all requirements as shown in the IFB.

Vendor Name:	Baptist Health	Date:	5-30-25
Signature:	Kathy Tilton	Title:	VP of Rehab
Printed Name:	Kathy Tilton		

PROPOSED SUBCONTRACTORS FORM

- **Do not** include additional information relating to subcontractors on this form or as an attachment to this form.

PROSPECTIVE CONTRACTOR PROPOSES TO USE THE FOLLOWING SUBCONTRACTOR(S) TO PROVIDE SERVICES.

Type or Print the following information:

Subcontractor's Company Name	Street Address	City, State, ZIP

**X PROSPECTIVE CONTRACTOR DOES NOT PROPOSE TO USE
SUBCONTRACTORS TO PERFORM SERVICES.**

DOCUMENTATION CHECKLIST

As outlined in section 2.3 Minimum Qualifications in the solicitation document, please provide the following:

- For **Physical Therapist**–Prospective Contractor **must** provide copy of licensure with bid submission.
- The **Physical Therapist**- Using the Client History Form (Attachment H), PT must provide years of experience in an ICF (Intermediate Care Facility) for individuals with intellectual disabilities. As defined, an ICF is a long-term care/residential facility with 24/7 care, supervision, training, support, and medical care.
- For **Occupational Therapist**- Prospective Contractor **must** provide copy of certification documents with bid submission.
- The **Occupational Therapist**- Using the Client History Form (Attachment H), OT must provide years of experience in an ICF (Intermediate Care Facility) for individuals with intellectual disabilities. As defined, an ICF is a long-term care/residential facility with 24/7 care, supervision, training, support, and medical care.
- Active registration from the Arkansas Secretary of State's Office, or other state approved documentation
- *Official Bid Price Sheet*
- All remaining documents provided in the *Bid Response Packet*
- Copy of Prospective Contractor's *Equal Opportunity Policy*
- Signed Addenda, if applicable
- EO 98-04 Disclosure Form (Attachment A)
- Combined Certifications (Attachment B)
- Client History Form (Attachment H)

Contract Number _____
Attachment Number _____
Action Number _____

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR: _____ SUBCONTRACTOR NAME: _____

☐ Yes ☒ No

TAXPAYER ID NAME: Baptist Health

IS THIS FOR:
Goods? ☐ Services? ☒ Both? ☐

YOUR LAST NAME: _____

FIRST NAME

M.I.: _____

ADDRESS: P.O. Box 551

CITY: Little Rock

STATE: AR

ZIP CODE: 72205

COUNTRY: USA

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	Relation
	Current	Former		From MM/YY	To MM/YY		
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

☒ None of the above applies

FOR AN ENTITY (BUSINESS) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?	Ownership Interest (%)	Position of Control
	Current	Former		From MM/YY	To MM/YY			
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

☒ None of the above applies

Contract Number _____
Attachment Number _____
Action Number _____

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature Kathy Tilton Title Vice President of Rehab Services Date 5/30/25

Vendor Contact Person Kathy Tilton Title Vice President of Rehab Services Phone No. (501) 202-1762

Agency use only

Agency Number 0710 Agency Name Department of Human Services Agency Contact Person Contact Phone No. Contract or Grant No.



Department of Transformation and Shared Services
Governor Sarah Huckabee Sanders
Secretary Leslie Fiskien

COMBINED CERTIFICATIONS FOR CONTRACTING WITH THE STATE OF ARKANSAS

Pursuant to Arkansas law, a vendor must certify as specified below and as designated by the applicable laws.

- 1. Israel Boycott Restriction:** For contracts valued at \$1,000 or greater.
A public entity shall not contract with a person or company (the "Contractor") unless the Contractor certifies in writing that the Contractor is not currently engaged in a boycott of Israel. If at any time after signing this certification the Contractor decides to boycott Israel, the Contractor must notify the contracting public entity in writing. See Arkansas Code Annotated § 25-1-503.
- 2. Illegal Immigrant Restriction:** For contracts valued at \$25,000 or greater.
No state agency may contract for services with a Contractor who knowingly employs or contracts with an illegal immigrant. The Contractor shall certify that it does not knowingly employ, or contract with, illegal immigrants. See Arkansas Code Annotated § 19-11-105.
- 3. Energy, Fossil Fuel, Firearms, and Ammunition Industries Boycott Restriction:** For contracts valued at \$75,000 or greater.
A public entity shall not contract unless the contract includes a written certification that the Contractor is not currently engaged in and agrees not to engage in, a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry for the duration of the contract. See Arkansas Code Annotated § 25-1-1102.
- 4. Scrutinized Company Restriction:** Required with bid or proposal submission.
A state agency shall not contract with a Scrutinized Company or a company that employs a Scrutinized Company as a subcontractor. A Scrutinized Company is a company owned in whole or with a majority ownership by the government of the People's Republic of China. A state agency shall require a company that submits a bid or proposal for a contract to certify that it is not a Scrutinized Company and does not employ a Scrutinized Company as a subcontractor. See Arkansas Code Annotated § 25-1-1203.

By signing this form, the Contractor agrees and certifies they are not a Scrutinized Company and they do not currently and shall not for the aggregate term of any resultant contract:

- Boycott Israel.
- Knowingly employ or contract with illegal immigrants.
- Boycott Energy, Fossil Fuel, Firearms, or Ammunition Industries.
- Employ a Scrutinized Company as a subcontractor.

Contract Number: _____ Description: _____

Agency Name: _____

Vendor Number: _____ Vendor Name: Baptist Health


Vendor Signature

5/30/25
Date

ATTACHMENT D

Except upon the approval of DHS, the terms and conditions set out in this section are non-negotiable items and will be transferred to the contract as written. DHS has determined that any attempt by any vendor to reserve the right to alter or amend the terms and conditions via negotiation, without the approval of DHS, is an exception to the terms and conditions that will result in rejection of the proposal. Vendor acknowledges acceptance and agreement to the terms and conditions set out in this section, or to alternate terms and conditions upon approval of DHS through submission of respondent's proposal.

PROFESSIONAL SERVICES CONTRACT GENERAL TERMS AND CONDITIONS FOR NON-STATE AGENCY

In consideration of the premises and the mutual agreements hereinafter set forth, the Contractor and the Department of Human Services ("the Department") agree as follows:

Legal Considerations

The contract shall be construed according to the laws of the State of Arkansas, and the rights and remedies of the parties hereunder shall be determined in accordance with Arkansas law. Nothing in this contract may be construed as a waiver of the Department's sovereign immunity.

In no event shall the initial term of this contract extend beyond the end of the current biennial period unless the General Assembly, prior to the expiration of the biennial period, makes an appropriation for such purpose.

Financial Terms of the Contract

All services rendered under this contract must be billed as set out herein. No services may be billed to a Medicaid Provider or to any other contract. Payments will be made after services are provided based on the following financial terms:

Funding Source	Reimbursement Method *	Payment Limitations **	Match Requirements***	
			Maximum Amount of Match Required OR Percentage of Allowable Billing Required	Type(s) of Match (Select from listing below)
Baptist Health	Final Negotiated Rate	monthly Cumulative	None	

*Reimbursement Method: (Select from the following) Actual Cost Reimbursement; Final Negotiated Rate; Fixed Rate; Scheduled Reimbursement **Payment Limitations: (Select from the following) Quarterly Cumulative; Monthly Cumulative; None ***Matching Requirements: The Contractor certifies the funds, property, goods, or services listed in this section will be used to meet the match requirements of this agreement. If there are no matching requirements for a funding source, enter "None" in the corresponding box above.

Type(s) of Match: The matching requirement may be satisfied by any one or a combination of the following methods unless specific funding source restrictions apply:

Cash Match: Cash will be obtained by the Contractor and will be applied against allowable costs covered by this agreement.

Donation of Property: Title to or the use of property or equipment has been donated by a public agency for the program(s) covered by this agreement. If title to property is donated, match value is the fair market value of the property. If the use of the property or equipment is donated, match value is the fair rental value as determined by applicable Department policy will be used as matching of the payments.

Third Party In-Kind Contributions. Property, goods, or services have been donated by a nonfederal agency for the programs(s) covered by this agreement without charge to the contractor. The Code of Federal Regulations, Title 45, Part 74, Subpart G shall be used to establish the basis of valuation.

Funds Transfer: Match funds will be submitted by a third party to the Department of Human Services by check or money order under the terms of this agreement. Matching funds are to be received by the Department in an amount sufficient to match billing before the contractor will be reimbursed for services.

The Contractor certifies that any funds to be donated under this agreement which are derived or come directly or indirectly from Federal or State funds, or any other contractor under contract to the Department, have been specifically listed as a source above.

The Contractor certifies that the matching arrangements comply with requirements established in the Code of Federal Regulations, Title 45, Part 74, Subpart G (Cost Sharing or Matching) and all applicable Department policy.

Terms of Payment/Billing

The Contractor agrees to submit all billing invoices within sixty days of the expiration of the contract. Any billings for services rendered during a particular state fiscal year which are not submitted within ninety days of the end of the fiscal year will not be paid.

Termination of Contract

The Department may cancel this contract unilaterally at any time, for any reason including convenience, unavailability of federal funds, state funds or both by giving the other party thirty (30) calendar days written notice and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. Availability of funds will be determined at the sole discretion of the Department.

Payments for completed services or deliverables satisfactorily delivered to and approved by the Department shall be at the contract price. Payment for partially completed services or deliverables satisfactorily delivered to and not yet approved by the Department shall be at a price mutually agreed upon by the Contractor and the Department. In addition to any other law, rule or provision which may authorize complete or partial contract termination, the Department may immediately terminate this contract in whole or in part when the Department determines that the Contractor or subcontractor has failed to satisfactorily perform its contractual duties and responsibilities.

Procedure on Expiration or Termination

Upon delivery by certified mail to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the Contractor shall:

- ☐ Stop work under the contract on the date and to the extent specified in the Notice of Termination,
- ☐ Place no further orders or enter in any additional subcontracts for services,
- ☐ Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination,
- ☐ Assign to the Department in the manner and to the extent directed by the Department representative all of the right, title and interest of the Contractor in the orders or subcontracts so terminated. The Department shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such orders and subcontracts,

- ☐ With the approval or ratification of the Department representative, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole or part, in accordance with the provisions of this Contract.
- ☐ Transfer title to the Department and deliver in the manner, at the time, and extent directed by the Department representative, all files, data, information, manuals, or other documentation, or property, in any form whatsoever, that relate to the work terminated by the Notice of Termination.
- ☐ Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.
- ☐ Take such action as may be necessary, or as the Department representative may direct, for the protection and preservation of the property related to the contract which is in the possession of the Contractor and in which the Department has or may acquire an interest.

The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item or reimbursable price under this clause.

Termination Claims

After receipt of a Notice of Termination, the Contractor shall submit to the Department all outstanding claims within ten (10) working days. The Contractor and the Department may agree upon the amounts to be paid to the Contractor by reason of the total or partial termination of work as described in this section.

In the event of the failure of the Contractor and the Department to agree in whole or in part as to the amount with respect to costs to be paid to the Contractor in connection with the total or partial termination of work as described in this section, the Department shall determine, on the basis of information available, the amount, if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined.

Contractor

It is expressly agreed that the Contractor, officers, and employees of the Contractor or Subcontractor in the performance of this contract shall act in an independent capacity and not as officers or employees of the Department. It is further expressly agreed that the Department shall exercise no managerial responsibility over the Contractor nor shall this contract be construed as a partnership or joint venture between the Contractor or any subcontractor and the Department or the State of Arkansas.

The Contractor hereby represents and warrants to the Department that as of the execution date of this Contract:

- ☐ The Contractor has been duly organized and is validly existing and in good standing under the laws of the State of Arkansas, with power, authority, and legal right to enter into this Contract.
- ☐ There are no proceedings or investigations pending or threatened, before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Contractor or its properties (i) seeking to prevent the consummation of any of the transactions contemplated by this Contract; or (ii) seeking any determination or ruling that might materially and adversely affect the performance by the Contractor of its obligations hereunder, or the validity or enforceability of this Contract.
- ☐ All approvals, authorizations, consents, orders or other actions of any person or of any governmental body or official required to be obtained on or prior to the date hereof in connection with the execution and delivery of this Contract and the performance of the services contemplated by this Contract and the fulfillment of the terms hereof have been obtained.
- ☐ The Contractor and the executive officers of the Contractor have not been the subject of any proceeding under the United States Bankruptcy Code.

Force Majeure

The Contractor will not be liable for delay in performing under the contract if the delay arises out of causes beyond the control and without the fault or negligence of the Contractor.

Disputes

In the event of any dispute concerning any performance by the Department under the contract, the Contractor shall notify the DHS Division Director in writing of any controversies that arise under or by virtue of the contract between the parties. This includes, without limitation, controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modifications or recession.

The State Procurement Director, the head of a procurement agency, or a designee of either officer is authorized, prior to commencement of an action in court or any other action provided by law, will attempt to negotiate a settlement of the controversy with the parties in accordance with A.C.A. § 19-11-246. If the claim or controversy is not resolved by mutual agreement, and after reasonable notice to the parties in accordance with A.C.A. § 19-11-246 (c) (1), the State Procurement Director, the head of a procurement agency, or a designee of either officer shall promptly issue a decision in writing stating the reason for the actions taken and a copy of the decision shall be mailed or otherwise furnished to the Contractor. This decision will be final and conclusive.

Pending final determination of any dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with DHS instructions.

Confidentiality of Information

In connection with this contract, the Contractor will receive certain Confidential Information relating to DHS clients. For purposes of this contract, any information furnished or made available to the Contractor relating to DHS clients, the financial condition, results of operation, business, customers, properties, assets, liabilities or information relating to recipients and providers including but not limited to protected health information as defined by the Privacy Rule promulgated pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, is collectively referred to as "Confidential Information". The Contractor shall comply with all DHS policies governing privacy and security of Confidential Information, including the contracting division's designation of the Confidential Information as required by the Arkansas Data and System Security Classification Standards, and shall implement and maintain reasonable security procedures and practices appropriate to the nature of the Confidential Information as required by A.C.A. § 4-110-104, the Personal Information Protection Act ("the Act"). In addition, the Contractor shall comply with the Business Associate Agreement between the parties, incorporated herein by reference, and shall disclose any breaches of privacy or security by contacting the Information Technology Security Officer within one (1) business day of the breach by notification to the following e-mail address: dhs-it-security@arkansas.gov.

The contractor shall treat all Confidential Information which is obtained by it through its performance under the contract as Confidential Information as required by state and federal law and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations. The parties acknowledge that the disclosure of Confidential Information in contravention of the provisions hereof would damage the party to whom the information disclosed relates and such party has the right to seek all remedies at law or equity to minimize such damage and to obtain compensation therefore. The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for six (6) years or as otherwise required by HIPAA.

The contractor shall safeguard the use and disclosure of information concerning applicants for or recipients of Title XIX services in accordance with 42 CFR Part 431, Subpart F, and shall comply with 45 CFR Parts 160 and 164 and shall restrict access to and disclosure of such information in compliance with federal and state laws and regulations.

Public Disclosure

Upon signing of the contract by all parties, terms of the contract shall become available to the public, pursuant to the provisions of Ark. Code Ann., § 25-19-101 et seq.

Inspection of Work Performed

The State of Arkansas and its authorized representatives shall, at all reasonable times, have the right to enter the Contractor's work areas to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work, services, or both, that have been or are being performed.

Subcontracts

The Contractor is fully responsible for all work performed under the contract. The Contractor may, with the prior written consent of the Department, enter into written subcontract(s) for performance of certain of its functions under the contract. No subcontract under this contract shall in any way relieve the Contractor of any responsibility for performance of its duties. The Contractor agrees that all subcontracts shall adhere to Department policies.

The Contractor shall give the Department immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Contractor or any subcontractor which may result in litigation related in any way to the contract or the Department.

In accordance with Executive Order 98-04, IF the agreement between the contractor and the subcontractor is greater than \$25,000.00: ○ The contractor shall require the subcontractor to complete a Contract and Grant Disclosure and Certification Form. This form must be signed no later than 10 days after entering into any agreement with a subcontractor and the contractor shall transmit a copy of this form to the agency.

- The contractor shall include the following in the contract between the Contractor and that Subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

Audit Requirement:

Contractor shall comply with the Department audit requirements as outlined in "Arkansas Department of Human Services Audit Guidelines". Copies may be obtained from:

Arkansas Department of Human Services
Office of Policy & Legal Services Audit Section
P.O. Box 1437 – Slot S270
Little Rock, Arkansas 72203-1437

Indemnification

The Contractor agrees to indemnify, defend, and save harmless the State, the Department, its officers, agents and employees from any and all damages, losses, claims, liabilities and related costs, expenses, including reasonable attorney's fees and disbursements awarded against or incurred by the Department arising out of or as a result of:

- Any claims or losses resulting from services rendered by any person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract;
- Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts (including without limitation disregard of Federal or State regulations or statutes) of the Contractor, its officers or employees in the performance of the contract;
- Any claims or losses resulting to any person or firm injured or damaged by the Contractor, its officers or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes;
- Any failure of the Contractor, its officers or employees to observe local, federal or State of Arkansas laws or policies, including but not limited to labor laws and minimum wage laws.
- The Contractor shall agree to hold the Department harmless and to indemnify the Department for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the Department may sustain as a result of the Contractor's or its subcontractor's performance or lack of performance.

Assignments

The Contractor shall not assign the contract in whole or in part or any payment arising therefrom without the prior written consent of the Department representative.

Waiver

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, any other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

Department Property

Property, including intellectual property, acquired or created by the Contractor as a Contract deliverable, is the property of the Department. The Contractor shall be responsible for the proper custody and care of all Department owned property, including Department owned property used in connection with the performance of this contract and the Contractor agrees to reimburse the Department for its loss or damage due to negligence, theft, vandalism, or Acts of God.

Use and Ownership of Software

The Contractor will have access to all applications software that the Department requires the Contractor to use in the performance of the services covered in the contract, subject to customary confidentiality and other license terms and conditions. No changes in the applications software may be made without the written consent of the Contract Administrator if the change would have the effect of causing the Department to incur additional costs for either hardware or software upgrades or both.

Any applications software developed by the Contractor in the performance of the services under this contract must become the property of the State of Arkansas at no additional cost. Any existing software applications owned by the Contractor and used in the performance of the services under this contract must be granted to the State of Arkansas at no additional cost, subject to customary confidentiality and other license terms and conditions.

Contract Variations

If any provision of the Contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the Department and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of the Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

Attorney's Fees

In the event that either party to this Contract deems it necessary to take legal action to enforce any provision of the contract, and the Department prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.

Liability

In the event of non-performance of a contractual obligation by the Contractor or his agents which results in the determination by Federal authorities of noncompliance with Federal regulations and standards, the Contractor will be liable to the Department in full for all penalties, sanctions and disallowances assessed against the Department.

Records Retention

The Contractor agrees to retain all records for five (5) years after final payment is made under this Contract or any related subcontract. In the event any audit, litigation or other action involving these records is initiated before the end of the five (5) year period, the Contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later. The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for six (6) years or as otherwise required by HIPAA.

Access to Contractor's Records

The Contractor will grant access to its records upon request by state or federal government entities or any of their duly authorized representatives. Access will be given to any books, documents, papers or records of the Contractor which are related to any services performed under the contract. The Contractor additionally consents that all subcontracts will contain adequate language to allow the same guaranteed access to the records of subcontractors.

Ownership of Documentation

All documents and deliverables prepared by the Contractor and accepted by the Department shall become the property of the Department and shall not be used for any other purpose by the Contractor without the Department's specific written consent.

Disclosure

The failure of any person or entity to disclose as required under any term of Executive Order 9804, or the violation of any rule, regulation or policy promulgated by the State Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose or in violation to all legal remedies available to the Department under the provisions of existing law.

Set-Off

The parties agree that the Department, in its sole discretion, shall have the right to set-off any money Contractor owes the Department from the Department's payment to Contractor under this contract.

State and Federal Laws

Performance of this contract by both parties must comply with State and federal laws and regulations. If any statute or regulation is enacted which requires a change in this contract or any

attachment, then both parties will deem this contract and any attachment to be automatically amended to comply with the newly enacted statute or regulation as of its effective date.

Accessibility Act 1227 of 1999

TECHNOLOGY ACCESS: When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25.26.201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web-based intranet and internet information and applications) that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

- ☐ Providing, to the extent required by Arkansas Code Annotated § 25.26.201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non . visual means;
- ☐ Presenting information, including prompts used for interactive communications, in formats intended for non.visual use;
- ☐ After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
- ☐ Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
- ☐ Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
- ☐ Integrating into networks used to share communications among employees, program participants, and the public; and
- ☐ Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

If the information technology product or system being offered by the Vendor does not completely meet these standards, the Vendor must provide an explanation within the Voluntary Product Accessibility Template (VPAT) detailing the deviation from these standards. State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meets some but not all of the standards, the agency must procure the product that best meets the standards or provide written documentation supporting selection of a different product.

For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Act 308 of 2013, if equivalent access is not reasonably available, and then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.

If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

Employee Background Requirements

Contractor shall comply with Arkansas Code Annotated (A.C.A.) §21-15-101 *et seq.*, or any amendments thereto, which requires all employees of state agencies, in designated positions including those providing care, supervision, treatment or any other services to the elderly, mentally ill or developmentally disabled persons, to individuals with mental illnesses or to children who reside in any state-operated facility or a position in which the applicant or employee will have direct contact with a child, to have a criminal history check and a central registry check. Should an applicant or employee be found to have been convicted of a crime listed in A.C.A. §21-15-101 *et seq.*, that employee shall be prohibited from providing services in a designated position as defined by Arkansas law or being present at the facility. Should an applicant or employee be found to have been named as an offender or perpetrator in a true, substantiated, or founded report from the Child Maltreatment Central Registry, the Adult Abuse Central Registry, or the Certified Nursing Assistant/ Employment Clearance Registry, the applicant/ employee shall be immediately disqualified.

Prohibition Against Contingent Fees

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

Compliance with Department Policy Issuances

The Contractor agrees to deliver the services authorized by this contract or any attachment in accordance with all policies, manuals and other official issuances of the State of Arkansas and Department promulgated through the Administrative Procedures Act.

Relinquishment

The failure of the Department to insist upon the performance of any of the conditions in any one or more instances shall not be construed as a waiver or relinquishment of the future benefit of said condition.

Entire Contract

The parties acknowledge that each have read this Contract, understand it and agree to be bound by the terms. The parties further agree that this Contract is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes all prior proposals, representations, arrangements, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof.

This Contract may not be modified, amended, or in any way altered except by a written agreement duly executed by the parties and approved in accordance with the laws and established procedures of the State of Arkansas.

Survival of Rights and Obligations

The right and obligations of the Parties under this Contract shall survive and continue after the ending or expiration of the term of this Contract, and shall bind the parties, and their legal representatives, successors, heirs and assigns.

Notices

All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if mailed by first class mail, postage prepaid, to:

Baptist Health, P.O. Box 551, Little Rock, AR 72205
(address)

Attention:

BHRI Administration - Kathy Tilton

(Name of contractor contact person or such other name or address as may hereafter be furnished to Department in writing by the Contractor)

Notices to the Department should be mailed to:

DHS Office of Procurement

Attention: Sarah Cunningham, CPO
618 N Main St
Little Rock, AR 72203-1437

Severability of Provisions

If any one or more of the covenants, agreements, provisions or terms of this Contract shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Contract and shall in no way affect the validity or enforceability of the other provisions of this Contract.

Certification Regarding Lobbying:

The Contractor will comply with public law 101-121, section 319 (section 1352 of Title 31 U.S.C.) for an award in excess of \$100,000.00 by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with the awarding of any federal contract, grant, loan or cooperative agreement.

If the Contractor has paid or will pay for lobbying using funds other than federal appropriated funds, Standard Form-LLL (Disclosure of Lobbying Activities) shall be completed and included as an attachment to this contract.

Certification Regarding Debarment

The Contractor, as a lower tier recipient of \$25,000.00 or more in federal funds, will comply with

Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions). By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 C.F.R. Part 76, certifies to the best of knowledge and belief that it and its principals:

- ☐ are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state agency
- ☐ where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions* without modification in all lower tier covered transactions.

Contractor certifies that the Contractor is in compliance with Public Law 101-121 (Certification Regarding Lobbying) and Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions):

Certification Regarding Employment Practices

Neither the Contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. The Contractor must take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. Such action shall include, but not be limited to, the following:

- ☐ Employment;
- ☐ Promotion;
- ☐ Demotion or transfer;
- ☐ Recruitment or recruitment advertising;
- ☐ Layoff or termination;
- ☐ Rates of pay or other forms of compensation; and ☐ Selection for training, including apprenticeship.

Contractor certifies that neither the contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age (except as provided by law) or disability. Contractor must insure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, gender, national origin, age (except as provided by law) or disability. Such action shall include, but not be limited to, employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeships.



Contract #: _____

**STATE OF ARKANSAS
SERVICES CONTRACT**

Contract #		Federal ID #	
Service Type	Professional Consultant Services (PCS) <input type="checkbox"/>	Procurement Method	

1. **Contracting Parties.** State of Arkansas is hereinafter referred to as the Department and contractor is herein after referred to as the Contractor.

Department No. & Name	0710 - Arkansas Department of Human Services <input type="checkbox"/>
Division	Not Applicable <input type="checkbox"/>

Contractor Name	Baptist Health		
Contractor Address	P.O. Box 551, Little Rock, AR 72205		
Contractor Number		Minority/Women Owned Business	<input type="radio"/> Yes <input checked="" type="radio"/> No

2. **Objectives, Scope, and Performance.** Identify, in reasonable detail, the objectives and scope of the contractual agreement and the methods the Department will use to determine whether the objectives of the contract (Contract) have been achieved. If space below is insufficient it may be supplemented with Attachment 4.

Objectives - To provide physical and occupational therapy services that involve establishing clear patient focused goals for patient outcomes, service delivery and overall program effectiveness.

Scope - Physical and occupational services will be provided to encompass the specific types of intervention and populations served that will be tailored to the individuals needs in their current setting.

Performance - Physical and occupational therapy will assess therapy services ensuring evaluation of patient outcomes, intervention effectiveness along with patient satisfaction.

3. **Term Dates.** The original term (**Original Term**) of the Contract shall commence on 08/01/2025, and shall continue until 07/31/2029, unless earlier terminated or cancelled in accordance with the Contract or some other writing agreed to and signed by the parties, but in no event may the Original Term exceed a period of four (4) consecutive years from the effective date of the Original Term, unless exempt from Arkansas Code Annotated § 19-11-238(c)(1). By written agreement of the parties, the term of the Contract may be extended or renewed for additional time beyond the Original Term. This allows for a total possible term (**Total Possible Term**) beyond the Contract's Original Term, as defined in the following paragraph.

The **Total Possible Term** of the Contract is a period comprised of the Original Term plus any extensions or renewals that may be agreed to by the parties in writing, but in no event longer than a period of seven (7) consecutive years from the effective date of the **Original Term**, unless otherwise provided by law. Subject to applicable law, the terms hereof, and an appropriation of necessary funding, the Total Possible Term of this Contract expires no later than 07/31/2033 (mm/dd/yyyy).

4. **Contractor's Performance Obligations.** Contractor, for the duration of the Contract and as consideration for the Department's payment as set forth below, shall provide the following to the Department:

Baptist Health agrees to provide therapy and rehabilitation services to AHDC on a weekly/monthly basis deemed necessary working with the superintendent to assure patient needs are met.

The parties agree that this paragraph 4 of the Contract, and any incorporated attachment, fully sets forth the Contractor's performance upon which the Department's obligation to pay the Contractor is conditioned. (if the space provided is not enough to fully specify the Contractor's duty to perform and to identify the standards of satisfactory performance, the Contractor's covenant to perform must be set forth in Attachment 5 hereto, Performance Details, the terms of which, if any, are incorporated herein by reference.)

5. **Department's Payment Obligations.** Department, as consideration for the Contractor's satisfactory performance of the Contractor's Performance Obligations, as set forth above, shall pay the Contractor as follows:

Payment of therapy and rehabilitation services will be made upon monthly invoice receipt reflecting the monthly therapy service hours provided.

The parties agree that this paragraph 5 of the Contract, and any incorporated attachment, fully sets forth all applicable rates, fees, charges, costs (transportation, per diem, subsistence, out-of-pocket allowances, and

any other costs that may apply), and items for which the Contractor is entitled to payment under the Contract as consideration for Contractor's satisfactory performance of its obligations under the Contract.

The Department shall not pay Contractor except as set forth. The parties also agree that the method(s) of determining the amount of payment corresponding to the Contractor's satisfactory performance is/are set forth in this paragraph 5 such that the total payment owed under the Contract can be determined by reference thereto. (If the space provided is not enough to fully set forth the information needed to determine proper compensation owed by the Department for Contractor's satisfactory performance under the Contract, that information must be set forth in Attachment 2, Calculation of Compensation, the terms of which, if any, are incorporated herein by reference.)

Assuming: (a) Contractor's full and satisfactory performance under the Contract for the duration of the **Original Term**, and (b) the corresponding compensation identified in paragraph 5; the maximum number of dollars that the Department may be obligated to pay to the Contractor under the terms of the Contract for the Original Term is: \$ 307,200.00 (**Initial Contract Amount**).

Assuming: (a) Contractor's full and satisfactory performance under the Contract for the duration of its **Total Possible Term**, and (b) the corresponding compensation identified in paragraph 5, the maximum number of dollars that the Department may be obligated to pay to the Contractor under the terms of the Contract for the Total Possible Term is: \$ 537,600.00 (**Total Projected Contract Amount**).

If either the **Total Projected Contract Amount** or the amount the Department may be obligated to pay the Contractor in any given year of the **Original Term**, or the **Total Possible Term** of the Contract meets or exceeds the threshold of Arkansas Code Annotated § 19-11-265, the Contract shall be submitted for legislative review prior to its effective date.

6. **Terms and Conditions of Solicitation Incorporated and Order of Precedence.** The parties agree that the agreement in this Contract memorializes and incorporates by reference any and all written representations, warranties, terms, and conditions, set forth in the underlying solicitation document and the bid or proposal that became the basis of the Contract award, which representations, warranties, terms, and conditions continue in full force and effect unless expressly amended hereby.

Accordingly, the provisions of this memorialization of the Contract should be read as being consistent therewith and supplementary thereto to the extent reasonably possible. However, in the event of a conflict between the provisions of this memorialization and the specific provisions of the bid or proposal that was the basis of award, such conflict shall be resolved by giving priority to the documents in the order listed below, including but not limited to conflicting order of precedence provisions.

- A. This Contract, as may be amended in writing by the parties;
- B. The solicitation _____ (Solicitation number) including all Addenda;
- C. Contractor's response to the solicitation.

7. **Termination & Cancellation Clauses.**

- A. **Non-Appropriation Clause Pursuant to §19-11-1012(11).** In the event the State of Arkansas fails to appropriate funds or make monies available for any biennial period covered by the term of this contract for the services to be provided by the Contractor, this Contract shall be terminated on the last day of the last biennial period for which funds were appropriated or monies made available for such purposes.

This provision shall not be construed to abridge any other right of termination the agency may have.

B. For Convenience. The Department may terminate this contract for any reason by giving the Contractor written notice of such termination no less than sixty (60) days prior to the date of termination.

C. For Cause. The Department may cancel this Contract for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the Contract and may provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. The parties may endeavor to agree to reasonable modifications in the Contract to accommodate the causes of the cancellation for cause and avoid the cancellation, to the extent permitted by law, and at the discretion of each party individually.

8. Non-negotiable Governing Law and Venue.

A. This contract shall be governed by and construed in accordance with the Laws of the State of Arkansas. Exclusive venue arising under this Contract is Pulaski County, Arkansas.

B. Any legislation that may be enacted subsequent to the date of this Contract, which may cause all or any part of the Contract to be in conflict with the laws of the State of Arkansas, will be given proper consideration if and when this contract is renewed or extended. At such time, the parties agree that the Contract shall be amended to comply with any applicable laws in effect.

C. Under Arkansas law, the release of public records is governed by the Arkansas Freedom of Information Act found at Section 25-19-101 et. seq. of the Arkansas Code Annotated.

9. Non-negotiable Sovereign Immunity. Nothing in this Contract shall be construed as a waiver of the State's sovereign immunity. Any claims Contractor wishes to assert against the State in connection with this Contract shall be brought in the Arkansas State Claims Commission.

10. Non-negotiable Intergovernmental/Cooperative Use. In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit may participate in this Contract with a participating addendum signed by the Contractor and approved by the chief procurement officer of the procurement agency issuing the contract.

11. Non-negotiable Disclosure Required by Executive Order 98-04. Any contract or amendment to a contract executed by an agency which exceeds \$10,000 shall require the Vendor to disclose information as required under the terms of Executive Order 98-04 and the Regulations pursuant thereto. The Vendor shall also require the subcontractor to disclose the same information. The Contract and Grant Disclosure and Certification Form shall be used for this purpose. Contracts with another government entity such as a state agency, public education institution, federal government entity, or body of a local government are exempt from disclosure requirements.

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose, or in violation, to all legal remedies available to the Agency under the provisions of existing law.

12. Compliance. The Contractor shall ensure, in cooperation with the Department, that the Contract adheres

to the requirements of Arkansas procurement law, including without limitation the inclusion of any mandatory language and the submission of the contract for any required review. The signature of the Contractor on this Contract serves as an acknowledgement that the Contractor is:

- A. Equally responsible with the Department for adhering to the requirements of Arkansas Procurement Law related to the content and review of the Contract; and
- B. Subject to the relevant ethical provisions of § 19-11-701 et seq.

13. Indemnity. The Contractor shall be fully liable for the actions of its agents, employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the Department, and their officers, agents, and employees from third party suits, actions, damages, and costs of every name and description, including attorney's fees to the extent arising from or relating to personal injury and damage to real or personal property, caused in whole or in part by the negligence or willful misconduct of Contractor, its agents, employees, partners, or assigns.

14. Assignment/Subcontracting. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the Department.

15. Amendments. The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without written approval of both parties. Any amendment that increases compensation or represents a material substantive change may require review by Legislative Council or Joint Budget Committee pursuant to Arkansas Code Annotated § 19-11-265.

16. Records. Financial and accounting records reasonably relevant to State of Arkansas transactions under this Contract shall be subject to examination by appropriate Arkansas government authorities for a period of five (5) years from the date of expiration, termination or cancellation and final payment under this Contract, provided, however, that such government authorities will provide thirty (30) days written notice to the Contractor of its intent to conduct such examination contemplated by this section; and provided that such examination occurs pursuant to a mutually agreed upon location, during normal business hours and subject to reasonable confidentiality obligations.

17. Non-waiver. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

18. Severability. If any provision of this contract is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.

19. ACH Payment. All payments to the Contractor under this Contract shall be made exclusively through ACH (Automated Clearing House) direct deposit or through the State's authorized VISA Procurement Card (p-card). The Contractor agrees to provide the necessary banking information, including account number, routing number, and any other details required to facilitate ACH direct deposits. The Contractor is responsible for ensuring that the provided banking information is accurate and up to date. Any delays or errors in payment caused by incorrect or outdated information provided by the Contractor shall not be the responsibility of the Department. The Department will process payments according to the agreed payment schedule, and all payments made via ACH direct deposit shall be considered as duly received upon successful transmission to the Contractor's designated bank account.

20. Attachments.

1. Certification of Contractor
2. Calculation of Compensation, as applicable;
3. Source of Funds
4. Objectives, Scope, and Performance Standards, as applicable; and
5. Performance Details, as applicable
6. Additional Attachments as applicable

A. _____
 B. _____
 C. _____

21. Notices.

A. Method of Notice. The parties shall give all notices and communications between the parties in writing by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid[, (iv) fax, or (v) electronic mail to the party's address specified in this Contract, or to the address that a party has notified to be that party's address for the purposes of this section.

B. Receipt of Notice. A notice given under this Contract will be effective on
 i. the other party's receipt of it, or
 ii. if mailed, the earlier of the other party's receipt of it and the fifth business day after mailing it.

C. Issuance of Notice. All notices and communications between the parties in writing shall be directed to the respective parties in accordance with the following:

Contact #1 – Department Representative submitting/tracking this contract

<u>Kevin Boyles</u>	<u>Clinic Manager</u>
Name	Title
<u>870-245-3650</u>	<u>kevin.boyles@baptist-health.org</u>
Telephone #	Email

Contact #2 - Department Representative with knowledge of this project (for general questions and responses)

<u>Matt Stacy</u>	<u>Outpatient Regional Manager</u>
Name	Title
<u>501-202-7589</u>	<u>matt.stacy@baptist-health.org</u>
Telephone #	Email

Contact #3 - Department Representative Director or Critical Contact (for time sensitive questions and responses)

Jeana Kelley _____

Name

501-202-7598 _____

Telephone#

Rehab Therapy Operations Manager _____

Title

jeana.kelley@baptist-health.org _____

Email

22. Technology Access. If the Commodities are electronic information processing hardware or software, including telecommunications hardware or software ("Information Technology"), then the Contractor represents and warrants it shall comply with federal and state law relating to accessibility by persons with visual impairments and nonvisual access standards established by the Division of Information System, which standards can be found at Technology Access Clause and are included herein by reference, as applicable.

23. SIGNATURES

DEPARTMENT SIGNATURE CERTIFIES NO OBLIGATIONS WILL BE INCURRED BY A STATE DEPARTMENT UNLESS SUFFICIENT FUNDS ARE AVAILABLE TO PAY THE OBLIGATIONS WHEN THEY BECOME DUE.

IN WITNESS WHEREOF, the Parties sign and cause this Contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided in Section 3 above.

CONTRACTOR AUTHORIZED SIGNATURE

Kathy Tilton _____

Printed Name

Vice President of Rehab Services _____

Title

Baptist Health, P.O. Box 551, Little Rock, AR 72205 _____

Address

 _____

Signature

5/30/25 _____

Date

DEPARTMENT AUTHORIZED SIGNATURE_____
Printed Name_____
Title_____
Address_____
Signature_____
Date

Attachment #1 CERTIFICATION OF CONTRACTOR

Sections A, B and C apply to all service contracts. Sections D and E apply to Professional and Consulting Services contracts only.

A. "I, **Baptist Health**

(Contractor)

(Title)

certify under penalty of perjury that, to the best of my knowledge and belief, no regular full-time or part-time employee of the State of Arkansas will receive any personal, direct or indirect monetary benefits as a result of the execution of this contract that would violate the law." Where the Contractor is a widely-held public corporation, the term 'direct or indirect monetary benefits' "shall not apply to any regular corporate dividends paid to a stockholder of said corporation who is also a State employee and who owns less than ten percent (10%) of the total outstanding stock of the contracting corporation."

B. List any other contracts or subcontracts Contractor has with any other state government entities. (Not applicable to contracts between Arkansas state departments. If no contracts or subcontracts, please put "Not applicable" or "None.")

None

C. Is Contractor currently engaged in any legal controversies with any state agencies or representing any clients engaged in any controversy with any Arkansas state department? If no controversies, please put "Not applicable" or "None.")

None

D. Contractor shall list below, or on an attachment hereto, names, addresses, and relationship of those persons who will be supplying services to the State at the time of the execution of the contract. If the names are not known at the time of the execution of the contract, the Contractor shall submit the names along with the other information as they become known. Such persons shall, for all purposes, be employees or independent contractors operating under the control of the Contractor (sub-contractors), and nothing herein shall be construed to create an employment relationship between the departments and the persons listed below.

Name	Address	Relationship

CERTIFICATION OF CONTRACTOR CONT'D

E. The State has no managerial responsibilities over the Contractor or Contractor's employees. In carrying out this contract, Contractor understands and represents that there is no employment relationship between the contracting parties.

Pursuant to Arkansas law, a vendor must certify as specified below and as designated by the applicable laws.

1. **Israel Boycott Restriction:** For contracts valued at \$1,000 or greater.

A public entity shall not contract with a person or company (the "Contractor") unless the Contractor certifies in writing that the Contractor is not currently engaged in a boycott of Israel. If at any time after signing this certification the Contractor decides to boycott Israel, the Contractor must notify the contracting public entity in writing. See Arkansas Code Annotated § 25-1-503.

2. **Illegal Immigrant Restriction:** For contracts valued at \$25,000 or greater.

No state agency may contract for services with a Contractor who knowingly employs or contracts with an illegal immigrant. The Contractor shall certify that it does not knowingly employ, or contract with, illegal immigrants. See Arkansas Code Annotated § 19-11-105.

3. **Energy, Fossil Fuel, Firearms, and Ammunition Industries Boycott Restriction:** For contracts valued at \$75,000 or greater.

A public entity shall not contract unless the contract includes a written certification that the Contractor is not currently engaged in and agrees not to engage in, a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry for the duration of the contract. See Arkansas Code Annotated § 25-1-1102.

4. **Scrutinized Company Restriction:** Required with bid or proposal submission.

A state agency shall not contract with a Scrutinized Company or a company that employs a Scrutinized Company as a subcontractor. A Scrutinized Company is a company owned in whole or with a majority ownership by the government of the People's Republic of China. A state agency shall require a company that submits a bid or proposal for a contract to certify that it is not a Scrutinized Company and does not employ a Scrutinized Company as a subcontractor. See Arkansas Code Annotated § 25-1-1203.

By signing this form, the Contractor agrees and certifies they are in compliance with the certification requirements listed above that are relevant to this contract and will remain so for the aggregate term of any resultant contract.

Attachment #2 Calculation of Compensation**Calculation of Compensation** (for Professional & Consulting Service Contracts Only):

A. In the table below, provide the various levels of expertise, the number of personnel for each level, the compensation rate, and total for each level, as applicable.

Level of Personnel	Number	Compensation Rate	Total for Level
Physical Therapist	400	\$ 96.00	\$ 38,400.00
Occupational Therapist	400	\$ 96.00	\$ 38,400.00
TOTAL COMPENSATION EXCLUSIVE OF EXPENSE REIMBURSEMENT(S)			\$ 76,800.00

B. In the table below, provide any allowable reimbursable expenses, estimated rates, and a total for each level.

Reimbursable Expense Items (Specify)	Estimated Rate of Reimbursement	Total
TOTAL REIMBURSABLE EXPENSES		\$ 0.00

Total compensation inclusive of expenses reimbursement: \$ 76,800.00

Annual Contract Amount: _____

Calculation of Services and Commodities (for Technical & General Service Contracts Only):

A. In the table below, as applicable, provide the various services to be rendered, the quantity, cost per item, and total cost.

Services	Quantity	Cost Per Item	Total Cost
TOTAL SERVICES			\$ 0.00

B. In the table below, as applicable, provide the various commodities, quantity, cost per item, and total cost

Commodities	Quantity	Cost Per Item	Total Cost
TOTAL COMMODITIES			\$ 0.00

Total services inclusive of commodities: \$ 0.00

Annual Contract Amount: _____

Attachment #3 Source of Funds

Source of Funds the Department intends to draw on. This is provided for informational purposes only. It is required under Arkansas Procurement Law and is not a performance obligation of the Department or an unconditional promise to pay from the sources identified.

Fund Source	Identify Source of Funds*	Fund	Fund Center	Amount of Funding	% of Total Contract Cost
					%
					%
					%
					%
					%
					%
TOTALS				\$ 0.00	0.00 %

Identify whether State general revenue funds (GRF), special revenue funds (SRF), federal funds (FED), or other public funds (Other) are the source. Identify each specific source of SRF, such as special taxes or fees, in the "Identify Source of Funds" column. Similarly, if Other public funds, such as tobacco funds, general improvement funds, etc., are being used to pay the Contractor, these should be specified in the "Identify Source of Funds" column.

Attachment H
Client History Form
Occupational and Physical Therapy Services
AHDC
710-25-079

Attachment H

Occupational and Physical Therapy Services AHDC

Instructions: This form is intended to help the State gain a more complete understanding of each Respondent's experience. This form **must** be completed completely and accurately.

The State reserves the right to verify the accuracy of these answers by contacting any of the listed clients, and all applicable clients **must** be listed. Omission of a client will constitute a failure to complete this form.

For purposes of this form, the "client" is not an individual but the entity which held the contract. By way of explanation, in the Contract resulting from this IFB, Arkansas DHS will be the client. For each listed client, Respondents may (but are not required) provide the contact information for a person at the client entity who is knowledgeable of the named project. If the State contacts clients listed on this form, the State reserves the right to contact the listed individual or another person at the listed client.

The boxes below each prompt will expand if necessary. The form **must** be signed (please see the final page) by the same signatory who signed the Response Signature Page.

1. The **Physical Therapist must** have seven (7) years of experience providing PT services in an ICF (Intermediate Care Facility) for individuals with intellectual disabilities. As defined, an ICF is a long-term care/residential facility with 24/7 care, supervision, training, support, and medical care. Please list clients where the proposed PT **served as the prime contractor** working with individuals with intellectual disabilities in an ICF/ long-term care setting. For each client, please specify the organization/agency/division, not the individual's name, for which services were provided. Please briefly describe the scope of the contract, the population served, type of facility, and duration of services provided. If there are no contracts which meet this definition, please state "none."

Proposed Physical Therapist: Clint Walker
Arkadelphia Human Development Center (Contract Therapist through Baptist Health):
Populations Served: Individuals with a wide range of intellectual and developmental disabilities, including but not limited to:
Moderate to profound intellectual disability
Autism Spectrum Disorder
Cerebral Palsy
Down Syndrome
Seizure disorders
Individuals with complex medical needs and multiple diagnoses.
Type of Facility: Long-term care residential facility providing 24-hour support and services.
Number of Years Associated with the Population Served: January 2020 - Present

Baptist Health Therapy Center (Outpatient):
Populations Served: While primarily an outpatient setting, I have provided therapy to individuals with intellectual disabilities referred for various musculoskeletal, neurological, and functional impairments. This includes individuals with:
Mild to moderate intellectual disability
Developmental delays impacting motor skills
Individuals requiring post-operative rehabilitation or management of chronic conditions, where intellectual disability is a co-occurring diagnosis.
Type of Facility: Hospital-affiliated outpatient therapy clinic.
Number of Years Associated with the Population Served: Approximately 14 years (August 2011 - Present), with varying levels of direct interaction depending on referral needs. My consistent work at AHDC for the past 6 years has significantly increased my direct experience with this population.

Robert L. Moore, PT, OCS
Board Certified Orthopedic Clinical Specialist
Dry Needling Certified
License: PT1950
Professional Experience:

Central Arkansas Rehabilitation Hospital 1997-1998
Baptist Health Arkadelphia 1998-Present

Populations Served: Inpatient acute rehabilitation, acute care, and outpatient therapy. The vast majority of my time has been in the outpatient setting. I have provided care to individuals with and without intellectual disabilities referred for various musculoskeletal, neurological, and functional impairments. This includes some individuals with:

Mild to moderate intellectual disability

Developmental delays impacting motor skills

Individuals requiring post-operative rehabilitation or management of chronic conditions, where intellectual disability is a co-occurring diagnosis.

Type of Facility: Hospital-affiliated acute rehab, acute care, and outpatient

Number of Years Associated with this Population Served: 28 years (April 1997 - Present), with varying levels of direct interaction depending on referral needs.

Arkadelphia Human Development Center (Contract Therapist w/ Baptist Health):

Populations Served: Individuals with a wide range of intellectual and developmental disabilities, including but not limited to:

Moderate to profound intellectual disability

Autism Spectrum Disorder

Cerebral Palsy

Down Syndrome

Seizure disorders

Individuals with complex medical needs and multiple diagnoses.

Type of Facility: Long-term care residential facility providing 24-hour support and services.

Number of Years Associated with the Population Served: January 2023 - Present

Services provided:

Conducted assessments and developed treatment plans to promote independence in activities of daily living (ADLs), and mobility.

Recommended and implemented shoe recommendations, wheelchair modifications to optimize comfort, and prevent pressure injuries.

Made helmet recommendations for individuals at risk of self-injury or falls.

Implemented preventive measures for contractures through proper positioning, range-of-motion exercises.

2. The **Occupational Therapist must** have seven (7) years of experience providing OT services in an ICF (Intermediate Care Facility) for individuals with intellectual disabilities. As defined, an ICF is a long-term care/residential facility with 24/7 care, supervision, training, support, and medical care. Please list clients where the proposed OT **served as the prime contractor** working with individuals with intellectual disabilities in an ICF/ long-term care setting. For each client, please specify the organization/agency/division, not the individual's name, for which services were provided. Please briefly describe the scope of the contract, the population served, type of facility, and duration of services provided. If there are no contracts which meet this definition, please state "none."

Kevin Boyles, OTR, CHT
Licensed Occupational Therapist / Certified Hand Therapist

Professional Summary
Experienced Occupational Therapist (OTR) and Certified Hand Therapist (CHT) with over 26 years of expertise in outpatient orthopedic rehabilitation and developmental disability care. Specialized in upper extremity conditions, splint fabrication, adaptive equipment, and functional mobility interventions.

Licensure & Certifications
Licensed Occupational Therapist (OTR), Arkansas License number: 071432
Certified Hand Therapist since 2007 (CHT number: 1071000306)
CPR Certified

Core Competencies
Orthopedic Upper Extremity Rehabilitation
Developmental Delay & Cognitive Impairment Support
Wheelchair Positioning and Modifications
Helmet Recommendations for Safety & Protection
Contracture Prevention & Range of Motion Strategies
Adaptive Feeding Equipment & Self-Care Training
Splinting & Custom Orthotic Fabrication
Patient & Family Education

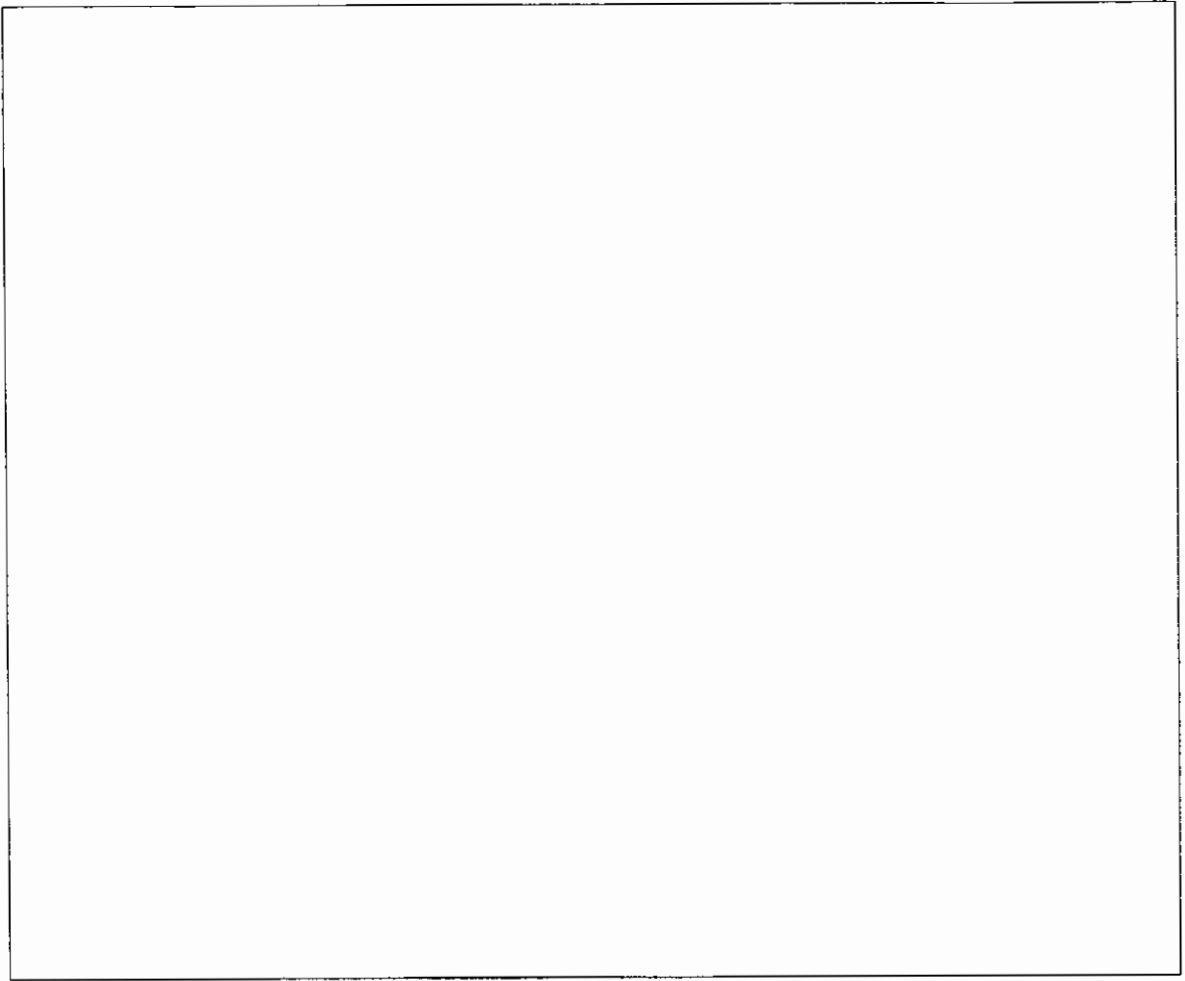
Professional Experience
Baptist Therapy Center Arkadelphia 1999-present
Occupational Therapist / Certified Hand Therapist

Delivered specialized outpatient care for orthopedic conditions affecting the upper extremities including post-surgical rehab, tendon repairs, fractures, arthritis, and cumulative trauma disorders.
Designed and implemented individualized therapy plans incorporating therapeutic exercises, manual therapy, and modalities.
Fabricated and adapted custom orthoses for hand and wrist injuries.
Educated patients on home exercise programs and joint protection strategies.
Collaborated with physicians and physical therapists to ensure continuity of care and optimal outcomes.

Arkadelphia Human Development Center
Occupational Therapist
Arkadelphia, AR (1999-present)

Provided occupational therapy services to individuals with developmental delays and intellectual disabilities across the lifespan.
Conducted assessments and developed treatment plans to promote independence in activities of daily living (ADLs), mobility, and communication.
Recommended and implemented wheelchair modifications to optimize comfort and prevent pressure injuries.
Prescribed and fitted adaptive equipment to improve feeding, grooming, and dressing skills.
Made helmet recommendations for individuals at risk of self-injury or falls.
Implemented preventive measures for contractures through proper positioning, range-of-motion exercises, and splinting.
Collaborated with speech-language pathologists, physical therapists, and caregivers to support holistic care.

Education
University of Central Arkansas
Bachelor of Science in Occupational Therapy, December 1998
OTR 33033



Authorized Signature: Kathy Tilton Title: VP of Rehab
Printed/Typed Name: Kathy Tilton Date: 5-30-25



Policy: NON-DISCRIMINATION

Policy #: I-06

Last Revision Date:

01/01/2017

Current Revision Date:

09/09/2020

Baptist Health is an equal opportunity employer and does not exclude or discriminate against job applicants, employees, patients or third-party contractors on the basis of race, color, national origin, age, religion, gender, sex, sexual orientation, gender identity and transgender status, pay information, disability, genetic information, veteran status, or any other status protected by law.

Baptist Health does not deny benefits under any of its programs and activities, whether carried out directly or through a contractor or any other entity.

Baptist Health is committed to the timely identification and resolution of all issues that may adversely affect employees, patients, contractors, or the organization in this regard. Anyone who wants to report any actions or activity which they believe violate this policy should contact one of the following resources for investigation and/or resolution:

- 1) Immediate supervisor or department management, if possible;
- 2) Human Resources by calling 501-202-2847;
- 3) Corporate Compliance by calling 501-202-1323, or the confidential Compliance Line toll free telephone number 1-800-991-0888;
- 4) The Arkansas State Relay or TDD is 1-800-285-1131 or dial 711.

Baptist Health will not retaliate against any job applicant, employee, contractor, patient or any other person who makes a complaint under this policy, reports discrimination or harassment, or who asserts or participates in an investigation of a discrimination complaint.

These statements are in accordance with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Section 1557 of the Affordable Care Act, and Regulations of the U.S. Department of Health and Human Services issued pursuant to these statutes at Title 45 Code of Federal Regulations Parts 80, 84, and 91.

Baptist Health communicates its non-discrimination policy to patients through the use of the H-108 Patient Rights and Responsibilities document and to the community and visitors through the Baptist Health website “About Us” section at www.baptist-health.com. The non-discrimination policy is communicated to employees through the Baptist Health employee website on EmployeeNet, under “Policies” section.

Details

For service of process contact the [Secretary of State's office](#).

LLC Member information is now confidential per Act 865 of 2007

For access to our corporations bulk data download service [click here](#).

Corporation Name

BAPTIST HEALTH

Fictitious Names

2020 HEALTH SOLUTIONS

ARKANSAS ADVANCED HEART FAILURE INSTITUTE

ARKANSAS ADVANCED HEART FAILURE INSTITUTE AT BAPTIST HEALTH

ARKANSAS ADVANCED HEART FAILURE NETWORK

ARKANSAS ADVANCED HEART FAILURE NETWORK AT BAPTIST HEALTH

ARKANSAS CARDIOLOGY

ARKANSAS ECMO NETWORK

ARKANSAS ECMO NETWORK AT BAPTIST HEALTH

ARKANSAS HEART FAILURE NETWORK

ARKANSAS HEART FAILURE NETWORK AT BAPTIST HEALTH

ARKANSAS TRANSPLANT INSTITUTE

BAPTIST EYE CENTER

BAPTIST HEALTH - UAMS CANCER CLINIC

BAPTIST HEALTH 55PLUS

BAPTIST HEALTH AFTER HOURS PEDIATRIC CARE

BAPTIST HEALTH AMBULANCE SERVICE - ARKADELPHIA

BAPTIST HEALTH BAPTIST MEMORIAL MEDICAL CENTER-NORTH LITTLE ROCK

BAPTIST HEALTH BEHAVIORAL SERVICES

BAPTIST HEALTH BREAST CENTER-LAKEWOOD VILLAGE

BAPTIST HEALTH BREAST CENTER-LITTLE ROCK

BAPTIST HEALTH CANCER CLINIC - DREW COUNTY

BAPTIST HEALTH CARDIAC REHABILITATION-FAIRFIELD BAY

BAPTIST HEALTH CARDIAC REHABILITATION-HEBER SPRINGS

BAPTIST HEALTH CARDIAC REHABILITATION-LITTLE ROCK

BAPTIST HEALTH CARDIAC REHABILITATION-NORTH LITTLE ROCK

BAPTIST HEALTH CARDIAC RISK INTERVENTION

BAPTIST HEALTH CHEST PAIN EMERGENCY CENTER-ARKADELPHIA

BAPTIST HEALTH CHEST PAIN EMERGENCY CENTER-LITTLE ROCK

BAPTIST HEALTH CHEST PAIN EMERGENCY CENTER-NORTH LITTLE ROCK

BAPTIST HEALTH COLLEGE LITTLE ROCK

BAPTIST HEALTH COMMUNITY CARE CENTER-SOUTH BROADWAY

BAPTIST HEALTH COMMUNITY CLINIC-IMMANUEL BAPTIST CHURCH

BAPTIST HEALTH COMMUNITY PALLIATIVE CARE

BAPTIST HEALTH COMMUNITY WELLNESS CENTER-BARING CROSS BAPTIST CHURCH
BAPTIST HEALTH COMMUNITY WELLNESS CENTER-CALVARY BAPTIST CHURCH
BAPTIST HEALTH COMMUNITY WELLNESS CENTER-FIRST BAPTIST CHURCH
BAPTIST HEALTH COMMUNITY WELLNESS CENTER-GREATER SECOND BAPTIST CHURCH
BAPTIST HEALTH COMMUNITY WELLNESS CENTER-HARRIS ELEMENTARY
BAPTIST HEALTH COMMUNITY WELLNESS CENTER-LEVY UNITED METHODIST CHURCH
BAPTIST HEALTH COMMUNITY WELLNESS CENTER-LONOKE CITY HALL AT COURTHOUSE
BAPTIST HEALTH COMMUNITY WELLNESS CENTER-MT. CARMEL BAPTIST CHURCH
BAPTIST HEALTH COMMUNITY WELLNESS CENTER-OAK GROVE ELEMENTARY
BAPTIST HEALTH COMMUNITY WELLNESS CENTER-PARK HILL BAPTIST CHURCH
BAPTIST HEALTH COMMUNITY WELLNESS CENTER-SHERWOOD SENIOR CITIZEN CENTER
BAPTIST HEALTH COMMUNITY WELLNESS CENTER-ST. PAUL AME ZION CHURCH
BAPTIST HEALTH CONGESTIVE HEART FAILURE PROGRAM
BAPTIST HEALTH CONNECTED ACCESS NETWORK
BAPTIST HEALTH DELICIOUS DELIVERIES
BAPTIST HEALTH DIABETES SELF-MANAGEMENT PROGRAM
BAPTIST HEALTH EYE CENTER
BAPTIST HEALTH FAMILY CLINIC - BISMARCK
BAPTIST HEALTH FAMILY CLINIC - CADDO VALLEY
BAPTIST HEALTH FAMILY CLINIC - FAIRFIELD BAY
BAPTIST HEALTH FAMILY CLINIC - GURDON
BAPTIST HEALTH FAMILY CLINIC - HEBER SPRINGS
BAPTIST HEALTH FAMILY CLINIC - LONOKE
BAPTIST HEALTH FAMILY CLINIC - MALVERN
BAPTIST HEALTH FAMILY CLINIC - PANGBURN
BAPTIST HEALTH FAMILY CLINIC - PRESCOTT
BAPTIST HEALTH FAMILY CLINIC - RUSSELLVILLE
BAPTIST HEALTH FAMILY CLINIC - SHERIDAN
BAPTIST HEALTH FAMILY CLINIC - SPARKMAN
BAPTIST HEALTH FAMILY CLINIC-GREERS FERRY
BAPTIST HEALTH FAMILY SUPPORT PROGRAM
BAPTIST HEALTH GASTROENTEROLOGY CLINIC
BAPTIST HEALTH HEAD INJURY REHABILITATION
BAPTIST HEALTH HEADACHE MANAGEMENT DAY PROGRAM
BAPTIST HEALTH HEALTHLINE
BAPTIST HEALTH HEART CENTER
BAPTIST HEALTH HEART SERVICES
BAPTIST HEALTH HEART TRANSPLANT PROGRAM
BAPTIST HEALTH HEBER SPRINGS - CAMPUS CLINIC
BAPTIST HEALTH HOME HEALTH NETWORK
BAPTIST HEALTH HOME HEALTH NETWORK - DREW COUNTY
BAPTIST HEALTH HOME HEALTH NETWORK - HOT SPRING COUNTY
BAPTIST HEALTH HOME HEALTH NETWORK-ARKADELPHIA
BAPTIST HEALTH HOME HEALTH NETWORK-HEBER SPRINGS
BAPTIST HEALTH HOME HEALTH NETWORK-SALINE COUNTY
BAPTIST HEALTH HOME HEALTH NETWORK-SHERIDAN
BAPTIST HEALTH HOME HEALTH NETWORK-STUTTGART
BAPTIST HEALTH HOME MEDICAL EQUIPMENT
BAPTIST HEALTH HOSPICE
BAPTIST HEALTH IMAGING CENTER - KANIS ROAD
BAPTIST HEALTH INSTEP CLUB
BAPTIST HEALTH INTENSIVE OUTPATIENT BEHAVIORAL SERVICES - DREW COUNTY
BAPTIST HEALTH INTERVENTIONAL RADIOLOGY CLINIC
BAPTIST HEALTH KIDNEY TRANSPLANT PROGRAM

BAPTIST HEALTH LIFELINE
BAPTIST HEALTH MANAGEMENT CENTER
BAPTIST HEALTH MEDFLIGHT
BAPTIST HEALTH MEDICAL CENTER - DREW COUNTY
BAPTIST HEALTH MEDICAL CENTER - HOT SPRING COUNTY
BAPTIST HEALTH MEDICAL CENTER - NORTH LITTLE ROCK
BAPTIST HEALTH MEDICAL CENTER-ARKADELPHIA
BAPTIST HEALTH MEDICAL CENTER-HEBER SPRINGS
BAPTIST HEALTH MEDICAL CENTER-LITTLE ROCK
BAPTIST HEALTH MEDICAL CENTER-NORTH LITTLE ROCK-EAST WING
BAPTIST HEALTH MEDICAL TOWERS PHARMACY
BAPTIST HEALTH MRI-LITTLE ROCK
BAPTIST HEALTH MRI-NORTH LITTLE ROCK
BAPTIST HEALTH NEUROLOGY OUTPATIENT CLINIC-LITTLE ROCK
BAPTIST HEALTH NEWCOMER PROGRAM
BAPTIST HEALTH NICOTINE DEPENDENCE
BAPTIST HEALTH OCCUPATIONAL HEALTH
BAPTIST HEALTH ON-SITE CLINIC
BAPTIST HEALTH OUACHITA VALLEY FAMILY CLINIC
BAPTIST HEALTH OUTPATIENT REHABILITATION CLINIC
BAPTIST HEALTH PAIN AND HEADACHE CENTER-NORTH LITTLE ROCK
BAPTIST HEALTH PULMONARY REHABILITATION
BAPTIST HEALTH RECOVER
BAPTIST HEALTH RECOVERTEEN
BAPTIST HEALTH REHABILITATION INSTITUTE
BAPTIST HEALTH REHABILITATION INSTITUTE - NORTH LITTLE ROCK
BAPTIST HEALTH REHABILITATION INSTITUTE-LITTLE ROCK
BAPTIST HEALTH REHABILITATION SERVICES
BAPTIST HEALTH RESOURCE CENTER-CABOT
BAPTIST HEALTH RESOURCE CENTER-LITTLE ROCK
BAPTIST HEALTH RESOURCE CENTER-NORTH LITTLE ROCK
BAPTIST HEALTH SCHOOL OF NURSING-SOUTHEAST
BAPTIST HEALTH SCHOOLS OF NURSING AND ALLIED HEALTH
BAPTIST HEALTH SENIOR CLINIC - PARKWAY VILLAGE
BAPTIST HEALTH SENIOR ENRICHMENT-NORTH LITTLE ROCK
BAPTIST HEALTH SPECIALTY CLINIC - DREW COUNTY
BAPTIST HEALTH SPINAL CORD REHABILITATION
BAPTIST HEALTH STROKE SERVICES
BAPTIST HEALTH SUPPORTIVE CARE AT HOME
BAPTIST HEALTH T.H.E. PROGRAM
BAPTIST HEALTH THERAPY CENTER - BHRI LITTLE ROCK
BAPTIST HEALTH THERAPY CENTER - BRYANT
BAPTIST HEALTH THERAPY CENTER - DREW COUNTY
BAPTIST HEALTH THERAPY CENTER - GREENBRIER
BAPTIST HEALTH THERAPY CENTER - MALVERN
BAPTIST HEALTH THERAPY CENTER - MAUMELLE
BAPTIST HEALTH THERAPY CENTER - NORTH LITTLE ROCK
BAPTIST HEALTH THERAPY CENTER - SHERIDAN
BAPTIST HEALTH THERAPY CENTER-ARKADELPHIA
BAPTIST HEALTH THERAPY CENTER-BENTON
BAPTIST HEALTH THERAPY CENTER-BOWMAN CURVE
BAPTIST HEALTH THERAPY CENTER-CABOT
BAPTIST HEALTH THERAPY CENTER-CONWAY
BAPTIST HEALTH THERAPY CENTER-HEBER SPRINGS

BAPTIST HEALTH THERAPY CENTER-HEIGHTS
BAPTIST HEALTH THERAPY CENTER-JACKSONVILLE
BAPTIST HEALTH THERAPY CENTER-LONOKE
BAPTIST HEALTH THERAPY CENTER-OTTER CREEK
BAPTIST HEALTH THERAPY CENTER-SADDLE CREEK
BAPTIST HEALTH THERAPY CENTER-SEARCY
BAPTIST HEALTH THERAPY CENTER-SHERWOOD
BAPTIST HEALTH THERAPY CENTER-STUTTGART
BAPTIST HEALTH THERAPY CENTERS
BAPTIST HEALTH VESTIBULAR REHABILITATION
BAPTIST HEALTH VOLUNTEERS-ARKADELPHIA
BAPTIST HEALTH VOLUNTEERS-HEBER SPRINGS
BAPTIST HEALTH VOLUNTEERS-NORTH LITTLE ROCK
BAPTIST HEALTH WEIGHT MANAGEMENT
BAPTIST HEALTH WOMEN'S & CHILDREN'S SERVICES
BAPTIST HEALTH WORK INJURY MANAGEMENT
BAPTIST HOME HEALTH NETWORK
BAPTIST HOME HEALTH NETWORK
BAPTIST MEDICAL CENTER HEBER SPRINGS
BAPTIST MEDICAL CENTER HEBER SPRINGS
BAPTIST RECOVER
BH ARKADELPHIA MEDICAL CLINIC
ENTERGY/BAPTIST HEALTH COMMUNITY CLINIC
EXPRESSLY FOR YOU, INC.
HEALTH BUILDING
HIIT THE BEAT
HOPE FOR HEART FAILURE
HOPE FOR HEART FAILURE ARKANSAS
HOPE FOR HEART FAILURE AT BAPTIST HEALTH
SAY HIIT LOUD
THE MALVERN FAMILY MEDICAL CENTER

Filing #
100005483

Filing Type
Nonprofit Corporation

Filed Under Act
Dom Nonprofit Corp; 1147 of 1993

Status
Good Standing

Principal Address
9601 BAPTIST HEALTH DRIVE LITTLE ROCK, AR 72205

Reg. Agent
PATRICK M. YOUNG

Agent Address
MED TOWERS I, SUITE 670 9601 BAPTIST HEALTH DRIVE LITTLE ROCK, AR 72205

Date Filed
12/17/1965

Officers

SEE FILE, Incorporator/Organizer
HERREN HICKINGBOTHAM, Secretary
ED CHOATE, Director
BARBARA GRAVES, Director
KEN SHADDOX, Director
GLEN JONES DR, Secretary
MICHAEL SHELLEY, Director
KENT LOCKWOOD, Director
JIM JONES, Director
TERESA HOWELL, Director
STEVEN BOOTH, Director
LOUIS LEE, Director
JOHN MCMORRAN, Director
GLENN MILLNER MD, Director
JUDY HENRY, Director
MIKE PIERCE, Director
ROCHELLE BARTHOLOMEW, Director
VIRGIL MILLER, Chairman
DOUG WEEKS, COO
JOHN MCCALLUM MD, Director
TROY WELLS, CEO
BRENT BEAULIEU, CFO

Foreign Name

—

Foreign Address

—

State of Origin

AR

[Purchase a Certificate of Good Standing for this Entity.](#)[Submit a Nonprofit Annual Report](#)[Change this Corporation's Address](#)



ARKANSAS STATE MEDICAL BOARD

1401 West Capitol, Suite 340, Little Rock, Arkansas 72201 (501) 296-1802 FAX: (501) 603-3555

www.armedicalboard.org

Kevin Brent Boyles, OT
312 Professional Park Drive
Suite A
Arkadelphia, AR, USA 71923

Registration Year: 2025 Active/Unlimited

No.: OTR1432 Issued: 5/11/1999 Expires: 4/30/2026

Below is your registration card to be carried with you.

You may make copies of this registration card, have them notarized and mail to any agency requiring registration verification.

You may return to this site at any time to notify this board of any address changes. Simply use the Change of Address link from the left-hand navigation menu found on your Account Home page. Name changes must be submitted in writing with supporting, legal documentation (i.e. marriage license or divorce decree).



Arkansas State Medical Board
1401 West Capitol, Suite 340
Little Rock, AR 72201

Registration Year: 2025 Active/Unlimited

No.: OTR1432 Issued: 5/11/1999 Expires: 4/30/2026

Kevin Brent Boyles, OT
312 Professional Park Drive
Suite A
Arkadelphia, AR, USA 71923

**Arkansas Department of Health
Arkansas State Board of Physical Therapy**

5800 W 10th, Suite 100
Little Rock, AR 72204

THIS IS TO CERTIFY THAT

Robert L Moore, PT 1950

Issued 04/04/1997

HAS PAID THE LICENSURE FEE FOR

2025

License will expire

March 1, 2026

Robert Jordan, Chair

Arkansas Department of Health
Arkansas State Board of Physical Therapy
5800 W 10th, Suite 100
Little Rock, AR 72204

THIS IS TO CERTIFY THAT

Erica Smith Williams, PT 5042
Issued 8/18/2021

HAS PAID THE LICENSURE FEE FOR
2025

License will expire
March 1, 2026

Joe Farrer, Chair

Arkansas Department of Health
Arkansas State Board of Physical Therapy
5800 W 10th, Suite 100
Little Rock, AR 72204

THIS IS TO CERTIFY THAT

Clint Walker, PT 3418
Issued 09/14/2011

HAS PAID THE LICENSURE FEE FOR
2025

License will expire
March 1, 2026

Joe Farrer, Chair

OFFICIAL BID PRICE SHEET

710-25-079 Occupational & Physical Therapy Services-AHDC

All costs **must** be included in the unit price. Costs not included in the unit price below are not billable under a contract established from this solicitation. Bidder must submit a printed copy of the completed official bid price sheet with bid submission.

Quantities are estimated for bidding purposes only. Quantities may increase or decrease.

Instructions: Enter the unit price (hourly rate) for each therapist role. The annual amount will auto calculate according to the formula listed below.

ITEM	DESCRIPTION	ESTIMATED QUANTITY (Annual Hours)	UNIT PRICE (Hourly Rate)	ANNUAL AMOUNT (# of resources x Estimated Quantity x Unit Price)
1	Physical Therapist	400	\$96.00	\$38,400.00
2	Occupational Therapist	400	\$96.00	\$38,400.00

AUTHORIZED SIGNATURE:

By my signature below, I certify that the I am authorized by the respondent to submit this bid on his/her behalf.

Vendor Name: Baptist Health

Date: 5-30-25

Signature: Kathy Tilton

Title: V.P. of Rehab
Services

Printed Name: Kathy Tilton