

**ARKANSAS DEPARTMENT OF ENERGY AND ENVIRONMENT,  
DIVISION OF ENVIRONMENTAL QUALITY**

IN THE MATTER OF:

AFIN: 03-00002

LIS No. 25-077

VANTIVE US HEALTHCARE LLC  
1900 HIGHWAY 201 N  
MOUNTAIN HOME, ARKANSAS 72653

**CONSENT ADMINISTRATIVE ORDER**

This Consent Administrative Order (CAO) is issued pursuant to the authority delegated under the federal Clean Air Act, 42 U.S.C. § 7401 et seq., and the federal regulations issued thereunder. In addition, this CAO is issued pursuant to the authority of the Arkansas Water and Air Pollution Control Act (the Act), Ark. Code Ann. § 8-4-101 et seq., 8 Code of Arkansas Rules (CAR) pt. 10, 8 CAR pt. 11, 8 CAR pt. 40, 8 CAR pt. 41, and 8 CAR pt. 42.

The issues herein having been settled by agreement of Vantive US Healthcare LLC (Respondent) and the Director of the Division of Environmental Quality (DEQ), it is hereby agreed and stipulated that the following FINDINGS OF FACT and ORDER AND AGREEMENT be entered.

**FINDINGS OF FACT**

1. Respondent operates a medical device manufacturing facility (the Facility) on property leased by Respondent at 1900 Highway 201 North in Mountain Home, Baxter County, Arkansas.

2. The Facility, which is currently leased and operated by Respondent, has been the subject of an air permit since 1978, when Air Permit 0499-A was issued to Baxter Healthcare

Corporation. Between 1978 and 2024, Baxter Healthcare Corporation was issued numerous air permits regarding the Facility by DEQ and the historical agencies preceding the Arkansas Department of Energy and Environment.

3. The primary Air Permit referenced in this CAO and relevant to the violations cited herein is 0544-AR-19 the (Permit). The Permit was issued on March 31, 2023, and voided on September 25, 2023. All other permits referenced herein are referenced by number.

4. On November 27, 2024, Baxter Healthcare Corporation submitted notification to DEQ that ownership of the Permit was transferred from Baxter Healthcare Corporation to Vantive Healthcare LLC (Respondent). In the Transfer of Ownership Form, Respondent and Baxter Healthcare LLC affirmed that, effective December 31, 2024, "the permit responsibility, coverage, and liability between the Division of Environmental Quality and the affected facility was transferred from [Baxter Healthcare Corporation] to [Respondent]."

5. The Disclosure Statement submitted by Respondent with the Transfer of Ownership form describes Respondent as a new legal entity created to take over the operation of the Facility now leased by Respondent. It asserts that Baxter Healthcare Corporation has transferred to Respondent all relevant personnel for the operation of the Facility.

6. Permit 0544-AR-22 was issued to Respondent on February 24, 2025. This permit reflects that Respondent is the permittee and operator of the Facility.

7. Ark. Code Ann. § 8-4-217(a)(3) provides:

(a) It shall be unlawful for any person to:

...

(3) Violate any provisions of this chapter or of any rule or order adopted by the Arkansas Pollution Control and Ecology Commission under this chapter or of a permit issued under this chapter by DEQ;

8. Ark. Code Ann. § 8-4-103(c)(1)(A) provides, "Any person that violates any provision

of this chapter and rules, permits, or plans issued pursuant to this chapter may be assessed an administrative civil penalty not to exceed ten thousand dollars (\$10,000) per violation."

9. Pursuant to Ark. Code Ann. § 8-4-103(c)(1)(B) as referenced by Ark. Code Ann. § 8-4-304, "Each day of a continuing violation may be deemed a separate violation for purposes of penalty assessment."

10. On November 22, 2023, results for compliance testing conducted on July 12-14, 2023 were submitted.

11. General Condition 7 of the Permit states the permit holder must submit compliance test results to DEQ within sixty (60) calendar days after the completion of testing.

12. Based upon the dates that testing occurred, July 12–14, 2023, the compliance test report was due on or before September 12, 2023. On September 8, 2023, Facility personnel requested an extension of the deadline to report the results of its compliance testing, citing concerns of quality assurance and control. DEQ personnel did not approve the extension request. The test results were submitted on November 22, 2023. Thus, Facility personnel failed to meet the required 60-day submission deadline. Such a failure violates General Condition 7 of the Permit and therefore violates Ark. Code Ann. § 8-4-217(a)(3) as referenced by Ark. Code Ann. § 8-4-304.

13. Specific Condition 2 of the Permit states that the Facility shall not exceed the emission rate limit of 0.03lb/hr for formaldehyde at the Zeeco TO Outlet (SN-116).

14. A review of the compliance test results by DEQ personnel indicated an exceedance in the formaldehyde permitted emission limit of 0.03 lb/hr at SN-116. During the test, EPA Reference Methods 320 and 323 were used. Using EPA Reference 320, the formaldehyde emissions were 0.03 lb/hr. Using EPA Reference 323, formaldehyde emissions were 0.0353

lb/hr, which exceeds the 0.03lb/hr permitted emission rate. The exceedance of the permitted emission rate at SN-116 violates Specific Condition 2 of the Permit and therefore violates Ark. Code Ann. § 8-4-217(a)(3) as referenced by Ark. Code Ann. § 8-4-304.

15. In correspondence dated December 21, 2023, a notification was provided that DEQ had completed its review of the emissions testing results and found that SN-116 had exceeded the permitted emission limit for formaldehyde.

16. In correspondence dated March 13, 2024, DEQ informed Facility personnel that formal enforcement action was proceeding regarding this matter.

17. A response was provided by Facility personnel on April 10, 2024. This response indicated that SN-116 was no longer in operation at the facility.

18. With the issuance of Permit 0544-AR-21, the Zeeco TO Outlet was replaced with the LESNI system as SN-116.

### **ORDER AND AGREEMENT**

WHEREFORE, Respondent, neither admitting nor denying the factual and legal allegations contained in this CAO, and DEQ do hereby agree and stipulate as follows:

1. This CAO addresses all violations referenced in the FINDINGS OF FACT.
2. In compromise and full settlement of the violations specified in the FINDINGS OF FACT, Respondent agrees to pay a civil penalty of **TWO THOUSAND SIX HUNDRED TWENTY DOLLARS (\$2,620.00)**, Payment is due within thirty (30) calendar days after the effective date of this CAO. Such payment shall be made payable to:

DEQ, Fiscal Services  
5301 Northshore Drive  
North Little Rock, Arkansas 72118-5317.

In the event that Respondent fails to pay the civil penalty within the prescribed time, DEQ shall

be entitled to attorneys' fees and costs associated with collection.

3. All applicable submissions required by this CAO are subject to approval by DEQ. In the event of any deficiency, Respondent shall, within fifteen (15) calendar days of notification by DEQ, submit any additional information requested. Failure to respond adequately to the notice of deficiency within fifteen (15) calendar days constitutes a failure to meet a deadline and is subject to the civil penalties established in the following Paragraph.

4. Failure to meet the limits, requirements, or deadlines of this CAO or the applicable approved schedules provided for herein constitutes a violation of this CAO. If Respondent fails to meet any limits, requirements, or deadlines, Respondent shall pay, on demand, to DEQ civil penalties according to the following schedule:

- |                                              |                |
|----------------------------------------------|----------------|
| (a) First day through the fourteenth day:    | \$100 per day  |
| (b) Fifteenth day through the thirtieth day: | \$500 per day  |
| (c) More than thirty days:                   | \$1000 per day |

Stipulated penalties shall be paid within thirty (30) calendar days of receipt of DEQ's demand to Respondent for such penalties. These stipulated penalties may be imposed for delay in scheduled performance and shall be in addition to any other remedies or sanctions that may be available to DEQ by reason of Respondent's failure to comply with the requirements of this CAO. DEQ reserves its rights to collect other penalties and fines pursuant to its enforcement authority in lieu of the stipulated penalties set forth above.

5. If any event, including, but not limited to, an occurrence of nature, causes or may cause a delay in the achievement of compliance by Respondent with the requirements or deadlines of this CAO Respondent shall notify DEQ in writing as soon as reasonably possible after it is apparent that a delay will result, but in no case after the due dates have passed. The notification shall describe in detail the anticipated length of the delay, the precise cause of the

delay, the measures being taken and to be taken to minimize the delay, and the timetable by which those measures will be implemented.

6. DEQ may grant an extension of any provision of this CAO, provided that Respondent requests such an extension in writing and provided that the delay or anticipated delay has or will be caused by circumstances beyond the control of and without the fault of Respondent. The time for performance may be extended for a reasonable period, but in no event longer than the period of delay resulting from such circumstances. The burden of proving that any delay is caused by circumstances beyond the control of and without the fault of Respondent and the length of the delay attributable to such circumstances shall rest with Respondent. Failure to notify DEQ promptly, as provided in the previous Paragraph of the ORDER AND AGREEMENT, shall be grounds for a denial of an extension.

7. This CAO is subject to public review and comment in accordance with Ark. Code Ann. § 8-4-103(d), and therefore is not effective until thirty (30) calendar days after public notice of the CAO is given. DEQ retains the right and discretion to rescind this CAO based on comments received within the thirty (30) day public comment period.

8. As provided by 8 CAR pt. 11, this matter is subject to being reopened upon Commission initiative or in the event a petition to set aside this CAO is granted by the Commission.

9. Nothing contained in this CAO shall relieve Respondent of any obligations imposed by any other applicable local, state, or federal laws. Except as specifically provided herein, nothing contained in this CAO shall be deemed in any way to relieve Respondent of responsibilities contained in the permit.

10. Nothing in this CAO shall be construed as a waiver by DEQ of its enforcement authority over alleged violations not specifically addressed herein. In addition, this CAO neither

exonerates Respondent from any past, present, or future conduct that is not expressly addressed herein, nor relieves Respondent of the responsibilities for obtaining any necessary permits.

11. By virtue of the signature appearing below, the individual represents that he or she is a Managing Member of Respondent, being duly authorized to execute and bind Respondent to the terms contained herein. Execution of this CAO by an individual other than a Managing Member of Respondent shall be accompanied by a resolution granting signature authority to said individual as duly ratified by the governing body of the entity.

SO ORDERED THIS 20 DAY OF November, 2025.

Bailey Taylor  
BAILEY TAYLOR  
CHIEF ADMINISTRATOR OF ENVIRONMENT AND DEQ DIRECTOR  
ARKANSAS DEPARTMENT OF ENERGY & ENVIRONMENT

APPROVED AS TO FORM AND CONTENT:

VANTIVE US HEALTHCARE LLC

BY: Robert Hill (Signature)

Robert Hill (Typed or printed name)

TITLE: Site Director

DATE: 11-Nov-2025