

A G E N D A

SPECIAL MEETING, OCONEE COUNTY COUNCIL - MAY 7, 1993

1:00 PM

1. Call to Order
2. Invocation
3. Consideration of Awarding Bid for Cone Crusher at the Rock Crusher as per Section D, Subsection b, "Services to County Residents is Directly Affected" and Subsection d, "Unusual Circumstances as Authorized by County Council", of Ordinance 85-2, "Oconee County Purchasing Procedures" - Ms. Marianne Dillard, Purchasing Director & Mr. Tommy Crumpton - Rock Crusher Director
4. Old Business
5. New Business
6. Adjourn

MEMBERS, OCONEE COUNTY COUNCIL

Mrs. M. Fran Burrell, District I Mr. Harrison E. Orr, District II
Mr. Michael E. Harper, District III Mr. Roy B. Strickland, District IV
Mr. Alton K. Williams, District V

MINUTES, SPECIAL MEETING, OCONEE COUNTY COUNCIL

The Oconee County Council held a special meeting Friday, May 7, 1993 at 1:00 PM in Council Chambers with Mr. Harper, Mr. Williams & Mrs. Burrell present. Timothy M. Cain, County Attorney was also present.

Members of the press notified: Journal/Tribune, Keowee Courier, Westminster News, Anderson Independent, Greenville News, WGOG Radio, WBFM Radio, WYFF TV & WLOS TV.

Press

Members of the press present: Dick Mangrum - WGOG Radio & McGregor McCance - Greenville News.

The meeting was called to order by Supervisor-Chairman Crain.

Call to Order

The invocation as given by Mr. Williams.

Invocation

Upon recommendation of Ms. Marianne Dillard, Purchasing Director & Mr. Tommy Crumpton, Rock Crusher Director, Mr. Williams made a motion, seconded by Mrs. Burrell, approved 3 - 0 (Mr. Orr & Mr. Strickland absent) that the bid for a cone crusher be awarded to Interstate Equipment at a total cost of \$189,140 pursuant to Section II, D, Subsection b, "Services to County Residents is Directly Affected" and Subsection d, "Unusual Circumstances as Authorized by County Council".

Rock Crusher

Mr. Harper made a motion, seconded by Mr. Williams, approved 3 - 0 (Mr. Orr & Mr. Strickland absent) that up to \$3,500 be taken from contingency and placed in the overtime line item for three (3) Rock Crusher employees to work six (6) hours overtime a week for the next six (6) weeks to install the new system.

(Cont'cy)

Mr. Williams made a motion, seconded by Mrs. Burrell, approved 3 - 0 (Mr. Orr & Mr. Strickland absent) that the attached DHEC Contract for migrant dental care be adopted.

DHEC Contract

Council Members had no objections to the wording of Resolution 93-10 as presented to them.

Res. 93-10

However, it was the recommendation of the county attorney that the selling of the mulch of the disposal of the recyclable items be done by ordinance rather than resolution.

Mr. Williams made a motion, seconded by Mr. Harper, approved 3 - 0 (Mr. Orr & Mr. Strickland absent) that

Ord.93-4

Ordinance 93-4, "An Ordinance to Sell Recyclable Materials" be adopted on first reading in title only.

Mr. Williams made a motion, seconded by Mrs. Burrell, approved 3 - 0 (Mr. Orr & Mr. Strickland absent) the recyclable materials be disposed of under Ordinance 93-7 until third and final reading of Ordinance 93-4.

Mr. Williams made a motion, seconded by Mrs. Burrell, approved 3 - 0 (Mr. Orr & Mr. Strickland absent) that Ordinance 93-5, "An Ordinance to Provide for the Sale of Surplus Yard Waste, Mulch & Like Products by Oconee County & to Prescribe the Manner of Such Sales & Payment & Accounting Therefore" be adopted on first reading in title only.

Ord. 93-5

Mr. Williams made a motion, seconded by Mrs. Burrell, approved 3 - 0 (Mr. Orr & Mr. Strickland absent) that these products be sold under Resolution 93-10 until third and final reading of Ordinance 93-5.

Mrs. Burrell made a motion, seconded by Mr. Harper, approved 3 - 0 (Mr. Orr & Mr. Strickland absent) that funds in the amount of \$38,620 be paid to Talbert & Bright in conjunction with land acquisition and the apron expansion until this project becomes grant eligible and these funds are reimbursed to the county at a 90% rate from the FAA and 5% from the SC Aeronautics Commission.

Airport

Mr. Cain, County Attorney, informed Council that the verdict in the law suit regarding the heating system at Lakeview Rest Home was in favor of the county in the approximate amount of \$5,700.

Law Suit

Adjourn: 1:40 PM

Norman D. Crain /og
Norman D. Crain
Supervisor-Chairman
Oconee County Council

OCONEE COUNTY BID TABULATION

BID FOR: Cone Crusher for Oconee County Rock Quarry DATE: May 7, 1993

BID NO: 92-34 LOCATION: Walhalla, SC TIME: 10:00 a.m.

BIDDERS	Interstate Equipment Co.	Mitchell Distributing Co.			
Base Bid	\$185,140.00	\$311,815.00			
Hyd. adjustment	4,038.00				
Total	\$189,178.00				
Make/Model	TelSmith 44 ^S 7	Nordberg HP300			
Cost of Performance Bond	575.00	Bid Bond 15,590.75			
Delivery	4-5 weeks	8 weeks			

ATTENDING OPENING: Walter Reese, Cooper Gunby - Interstate Equipment; Tommy Crumpton - Rock Crusher; Marianne Dillard, Jenny Peay - Purchasing

BID NO. 92-34

(Use this number on envelopes and all related correspondences)

BID FORM
OCONEE COUNTY
PURCHASING DEPARTMENT
201 WEST MAIN STREET
WALHALLA, SOUTH CAROLINA 29691

The INTERSTATE EQUIPMENT COMPANY

submits herewith our bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) listed below for cone crusher for Oconee County Rock Quarry

Base Bid TELSMITH 44S (SEE ATTACHED DESCRIPTION) \$ 185,140.00

OPTION: For Hydraulic Adjustment..ADD.... 4,038.00

Performance Bond \$ 575.00

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: 4 - 5 WEEKS

BIDDING ORGANIZATION: INTERSTATE EQUIPMENT COMPANY

ADDRESS: P. O. Box 868

CITY, STATE, ZIP CODE: STATESVILLE, NC 28687

SIGNATURE OF BIDDERS REPRESENTATIVE: William W. Winters, Jr.

TITLE: Vice President / General Manager

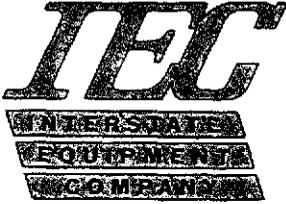
DATE: May 5, 1993

TELEPHONE: (704) 873-9048

BID SUPPLEMENTAL FORM
OCONEE COUNTY
PURCHASING DEPARTMENT
201 West Main Street
WALHALLA, SOUTH CAROLINA 29691

DATE May 5, 1993

BID NO. 92-34



PROPOSAL TO
OCONEE COUNTY
WALHALLA, SOUTH CAROLINA
MAY 5, 1993

ITEM I.

ONE (1) TELSMITH 44S GYRASPHERE CRUSHER COMPLETE with fabricated steel main frame, cast upper frame seat, built-in receiving hopper, extra coarse manganese steel concave ring and mantle, patented rotary seal ring with exclusive labyrinth and piston ring seal, bronze inner and outer sleeves for eccentric shaft, anti-friction thrust roller bearings, eccentric shaft, grooved crusher flywheel, independent oil lubrication system, magnetic separator, oil filters, oil immersion heaters, pressure gauge, and thermometer.

The electrically controlled pre-wired shutdown panel includes a temperature sensor and flow switch which generates signals on out-of-tolerance parameters. This triggers an alarm, stops the feeder motor, and causes a delayed shutdown of the crusher motor.

Hydraulic relief/clearing system with console. The hydraulic cylinders provide the clamping force required to maintain the upper frame relative to the main frame while allowing uncrushable objects to freely pass.

Hydraulic unlock system. The subject system will allow quick discharge setting changes and provide positive locking pressure while crushing.

Electric oil heating unit for use in cold climates to warm up the oil quickly and insure proper crusher lubrication

One (1) 250 HP, 1200 RPM, TEFC motor with slide rails 3/60/460 volts.

One (1) "Y" Delta starter with circuit breakers, NEMA 12 enclosure with push buttons, plug and receptacle.

One (1) drive guard for 250 HP, 1200 RPM motor suitable for Telsmith steel foundation.

One (1) "V" belt drive consisting of "V" belts, motor sheave and motor sheave bushing.



Proposal To:
Oconee County
Walhalla, SC
May 5, 1993

One (1) 10' x 10' x 8' Crusher Feed Bin with structure to bring overall height to 25' above grade. 1/4" sides, manual emergency slide gate.

One (1) 30" x 8' Belt Feeder with AC variable speed drive to handle from 160 - 300 TPH of -6" material.

PRICE.....F.O.B.....WALHALLA, SOUTH CAROLINA.....\$185,140.00

Delivery 4 - 5 Weeks

OPTION:

Hydraulic adjustment rotating system complete with two hydraulic rams having pawls that engage vertical ribs on the lock nut cover; limit switches, hydraulic hoses; bed plate; and top cover. This extra can be attached directly to the control package supplied with the hydraulic relief system.

PRICE.....F.O.B.....WALHALLA, SOUTH CAROLINA.....\$ 4,038.00

BID NO. 92-34

(Use this number on envelopes and all related correspondences)

BID FORM
OCONEE COUNTY
PURCHASING DEPARTMENT
201 WEST MAIN STREET
WALHALLA, SOUTH CAROLINA 29691

The MITCHELL DISTRIBUTING COMPANY

submits herewith our bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) listed below for cone crusher for Oconee County Rock Quarry

Base Bid \$ 311,815.00

In order to meet base bid specifications an additional conveyor was required. This conveyor is included in our Base Bid.

Bid ~~Performance~~ Bond \$ 15,390.75

Bid shall include delivery to location stated on Bid Notice.
Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: 8 weeks after receipt of order.

BIDDING ORGANIZATION: MITCHELL DISTRIBUTING COMPANY

ADDRESS: P. O. Box 32156

CITY, STATE, ZIP CODE: Charlotte, NC 28232

SIGNATURE OF BIDDERS REPRESENTATIVE: _____

TITLE: Manager - Engineering

DATE: May 7, 1993

TELEPHONE: 704/376-7554

BID SUPPLEMENTAL FORM
OCONEE COUNTY
PURCHASING DEPARTMENT
201 West Main Street
WALHALLA, SOUTH CAROLINA 29691

DATE May 7, 1993

BID NO. 92-34

SEE ATTACHED QUOTATION



CONSTRUCTION, MINING AND INDUSTRIAL EQUIPMENT

QUOTATION
#05-07-93.00

P.O. Box 32156
Charlotte, NC 28232

TO
Oconee County
201 West Main Street
Walhalla, SC 29691

DATE May 7, 1993

YOUR INQUIRY

Attention Mrs. Marianne Dillard

WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATION FOR YOUR CONSIDERATION:

QUANTITY	EQUIPMENT SPECIFICATIONS	PRICE EA.	TOTAL
ONE	MDC designed HP300 Cone Crusher System to consist of the following:		

TERMS: As Stated in Bid request form F.O.B. Job Site

This Proposal is Submitted Subject to the Conditions Shown on Back Hereof.

Yours very truly,
MITCHELL DISTRIBUTING COMPANY, INC.

By *Damon Allen*
Damon Allen, Engineering Sales

Oconee County
201 West Main Street
Walhalla, S.C. 29691

May 7, 1993

QUOTATION #05-07-93.CO

Attention: Mrs. Marianne Dillard

ONE MDC Designed HP300 Cone Crusher System to consist of the following:

ITEM I - CRUSHER

ONE Nordberg Model HP300 Cone Crusher, equipped with manganese steel crushing members, hydraulic bowl clamping and adjustment, hydraulic clearing of crushing chamber, auto-matic tramp iron release, bronze bearings, package lubrication system in lieu of basic lubrication system (consisting of independent pump, oil pressure switch, oil temperature switch, oil tank with strainer, oil level gauge & two thermometers, oil heater, and oil filter), tools, ductile iron crusher sheave, ductile iron motor sheave, V-belts, 250 HP 1200 RPM TEFC motor 460 V High Efficiency with Delta-Y open transition starter, and Water type Oil Cooler. Does not include starters for package lube system or starters for hydraulic system, wiring, controls, and piping required to install package lube system.

ITEM II - CRUSHER BASE

ONE New fabricated crusher base for Nordberg Model HP300 Crusher including columns, beams, bracing, rock box type discharge chute with skirts provided to tie into existing system. Also to include Motor base support platform and drive guard. Does not include walkway with handrail and toeboard around crusher.

ITEM III - SURGE BIN

ONE New fabricated surge bin with approximately 20 tons of live load capacity and will include support columns, X-bracing, belt feeder discharge chute and skirts, and support members for variable speed belt feeder. Bin to be fabricated with 1/4" mild steel plate with channel reinforcements and plate stiffeners. All structural steel to include one coat of standard shop primer and one finish coat of enamel.

X ITEM IV - OVERSIZE CHUTE

ONE New fabricated screen oversize chute required to collect and load materials onto Conveyor #1. To be constructed from 1/4" plate material with rock box type design and discharge skirts. Also to include necessary support members for oversize chute and tail of Conveyor #1.

Oconee County
201 West Main Street
Walhalla, S.C. 29691

May 7, 1993
Quotation 05-07-93.0C
Page 3

ITEM VI - CONVEYOR NO. 2

ONE Nordberg Model 250 - 30" Belt x 32'-0" Centers, 15 degree Inclined Conveyor with a rated capacity of 350 TPH of material weighing 100 lbs. per cu. ft. at a belt speed of 300 FPM, consisting of:

POWER: 10 HP, 1750 RPM, 3 phase, 60 Hertz, 230/460 volt TEFC electric motor, with starter for 460 volts - less wiring.

DRIVE: Type SMR, Class II speed reducer mounted on headshaft with backstop, with V-belts and sheaves, V-belt guard, and motor mount. Eaton Dynamic Model AF1500 adjustable frequency A-C Drive, less wiring.

HEAD TERMINAL: Unit No. 10, 3 ft. long, 18" dia. lagged head pulley, roller bearings, head pulley nip guards. Grease pipe extensions to one side. Counterweighted type rubber belt scraper.

FOOT TERMINAL: Unit No. 10, 7 ft. long, 18" dia. self-cleaning wing type foot pulley, roller bearings, foot pulley nip guards, pivoted foot end anchor supports, 10' long receiving hopper with clamped rubber flashing, screw type take-up with 24" travel.

FRAME: 8" deep channel frame 22'-0" long assembled less return belt covers.

CONVEYOR SUPPORTS: Hanger supports at foot end, A-frame from T.O.S. at head end. (Includes engineering layout of footings and anchor bolt location.)

IDLERS: CEMA C, 5" diameter, roller bearing, 35 degree troughing idlers spaced on 4'-0" centers typical and 20 degree troughing idlers spaced on 1'-0" centers under load point, return idlers on 10'-0" centers.

BELT: 24", 2 ply #220 with 3/16" x 1/16" rubber covers, 2500-3000# tensile, with Flexco fasteners.

EMERGENCY STOP PULL SWITCH, less wiring.

PAINT: Primer plus One finish coat of Nordberg Beige. Includes erection drawings, parts lists and operating manuals.

Approximate Weight 4,700#

Oconee County
201 West Main Street
Walhalla, S.C. 29691

May 7, 1993
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ITEM V - CONVEYOR NO. 1

ONE Nordberg Model 250 - 24" Belt x 32'-0" Centers, 15 degree Inclined Conveyor with a belt speed of 350 FPM, rated capacity of 350 TPH of material weighing 100 lbs. per cu. ft. consisting of:

POWER: 10 HP, 1750 RPM, 3 phase, 60 Hertz, 230/480 volt TEFC electric motor, with starter for 480 volts - less wiring.

DRIVE: Type SMR, Class II speed reducer mounted on headshaft with backstop, with V-belts and sheaves, V-belt guard, and motor mount.

HEAD TERMINAL: Unit No. 10, 3 ft. long, 18" dia. lagged head pulley, roller bearings, head pulley nip guards. Grease pipe extensions to one side. Counterweighted type rubber belt scraper.

FOOT TERMINAL: Unit No. 10, 7 ft. long, 18" dia. self-cleaning wing type foot pulley, roller bearings, foot pulley nip guards, pivoted foot end anchor supports, 10' long receiving hopper with clamped rubber flashing, screw type take-up with 24" travel.

FRAME: 8" deep channel frame 22'-0" long assembled less return belt covers.

CONVEYOR SUPPORTS: Hanger supports at foot end, A-frame from T.O.S. at head end. (Includes engineering layout of footings and anchor bolt location.)

IDLERS: CEMA B, 5" diameter, roller bearing, 35 degree troughing idlers spaced on 4'-0" centers typical and 20 degree troughing idlers spaced on 1'-0" centers under load point, return idlers on 10'-0" centers.

BELT: 24", 2 ply #220 with 3/16" x 1/16" rubber covers, 2500-3000# tensile, with Flexco fasteners.

EMERGENCY STOP PULL SWITCH, less wiring.

PAINT: Primer plus One finish coat of Nordberg Beige.
Includes erection drawings, parts lists and operating manuals.

Approximate Weight 4,200#

Oconee County
201 West Main Street
Walhalla, S.C. 29691

May 7, 1993
Quotation 05-07-93.OC
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BASE BID PACKAGE TO INCLUDE ITEMS I, II, III, IV, V, and VI
TOTAL PRICE BASE BID, F.O.B. JOB SITE - - - - - \$ 311,815.00

ALTERNATE #1

ONE Nordberg HP200 in lieu of above quoted HP300 Model.
DEDUCT FOR ALTERNATE #1 - - - - - \$ 45,250.00

GENERAL NOTES:

- A) Warranty on equipment will be "Standard Manufacturers" warranty and six months from acceptance on all others.
- B) Customer is responsible for supplying and installing all lubricants.
- C) Payment Schedule - as stated on request for bid.
- D) All prices F.O.B. Jobsite.
- E) All prices will be honored for a period of 90 days from date of quotation, but are subject to change after that date.
- F) Pricing does not include labor and/or materials required for installation of the above quoted equipment. Specifically removal and installation of Structures and Equipment, Electrical Wiring and Concrete Foundation Requirements.

NOTE: MDC will supply all concret footing and foundation drawings. However, the required materials, labor, and equipment to perform this work is not included in our base bid package.



BID BOND

Approved by The American Institute of Architects, A.I.A. Document No. A-310 (Feb. 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS.

That we Mitchell Distributing Company, Inc. Charlotte, North Carolina as Principal, hereinafter called the Principal, and Continental Insurance Company of Farmington, CT a corporation duly organized under the laws of the State of New Hampshire, as Surety, hereinafter called the Surety, are held and firmly bound unto Oconee County of South Carolina

in the sum of Five Percent of Bid Amount Dollars (\$ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Norberg HP300 Cone Crusher System

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 7th day of May A. D. 19 93

[Signature] MITCHELL DISTRIBUTING COMPANY, INC. (Seal) (Principal)

[Signature] (Witness)

[Signature] (Title)

CONTINENTAL INSURANCE COMPANY (Seal) (Surety)

[Signature] (Witness)

[Signature] Teresa T. Gwyn, Attorney-In-Fact (Title)

Donna K. Ashley

The Continental Insurance Company

180 Maiden Lane, New York, New York 10038

GENERAL POWER OF ATTORNEY

Know all men by these Presents, That THE CONTINENTAL INSURANCE COMPANY has made, constituted and appointed, and by these presents does make, constitute and appoint

TERESA T. GWYN, CHARLOTTE, NORTH CAROLINA

its true and lawful attorney, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

ALL OBLIGEEES

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ONE MILLION (1,000,000) DOLLARS

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 1st day of November, 1977:

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company, be, and that each or any of them is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the Company, bonds, undertakings and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

In Witness Whereof, THE CONTINENTAL INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Vice Presidents and attested by one of its Assistant Vice Presidents this 1st day of May, 1985.

THE CONTINENTAL INSURANCE COMPANY

Attest:

By

Robert W. Adler, Sr., Assistant Vice President



Michael J. Beernaert, Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK

ss: }

On this 1st day of May, 1985, before me personally came Michael J. Beernaert, to me known, who being by me duly sworn, did depose and say that he is a Vice President of THE CONTINENTAL INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



CERTIFICATE

ETHEL TARANTO
NOTARY PUBLIC, State of New York
No. 34-4663117 Qual. in Kings County
Commission Expires March 30, 1986

I, the undersigned, an Assistant Vice President of THE CONTINENTAL INSURANCE COMPANY, a New Hampshire corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the City of New York, in the State of New York, Dated the 7th day of May, 1985



James M. Keane, Assistant Vice President

South Carolina
DHEC
Department of Health and Environmental Control
Robert Mills Complex, Box 101106
Columbia, SC 29211

Interim Commissioner: Thomas E. Brown, Jr.

Board: John H. Burriss, Chairman
Richard E. Jabbour, DDS, Vice Chairman
Robert J. Stripling, Jr. Secretary

William E. Applegate, III,
Toney Graham, Jr., MD
Sandra J. Molander
John B. Pate, MD

Promoting Health, Protecting the Environment

April 30, 1993

A. A. Martin, DDS
Oconee County Health Department
208 Booker Street
Walhalla, SC 29691

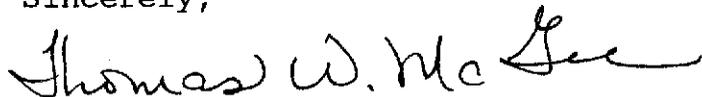
Dear Dr. Martin:

Enclosed you will find the contract between your organization and the MHP for this year. Please sign and return the contract no later than May 14, 1993. Contracts received after this date will forfeit the April 1, start date to include reimbursement for any service rendered during this time. The new start date will be determined by the date the contract is received in this Office, and the "Time of Service" (see Page 1, Section II) will reflect such change at this time.

Because of your cooperation in helping us monitor your request for payments last year, we were able to avoid exceeding the MHP's available resources. Since this concerted effort was such a success, we are again asking you to help us monitor your requests for payment. Once you have billed us for 75% of the amount of your contract, please contact Darlene Cooper or me so that we can make the necessary adjustments to ensure that funds continue to be available to meet your requests.

The South Carolina Migrant Health Program (MHP) has valued the contractual relationship that we have had with you and your organization. We also appreciate your commitment to helping us meet the health care needs of migrant and seasonal farmworkers and their families (MSFW&F). Should you have any questions, please call Darlene Cooper or me at 737-3995.

Sincerely,



Thomas W. McGee, Director
Office of Rural Health, Migrant Health
and Primary Care

TWM/dc

South Carolina
DHEC
Department of Health and Environmental Control
Robert Mills Complex, Box 101106
Columbia, SC 29211

Interim Commissioner: Thomas E. Brown, Jr.

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Promoting Health, Protecting the Environment

April 30, 1993

A. A. Martin, DDS
Oconee County Health Department
208 Booker Street
Walhalla, SC 29691

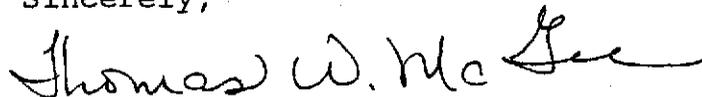
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Sincerely,



Thomas W. McGee, Director
Office of Rural Health, Migrant Health
and Primary Care

TWM/dc

CLINIC AGREEMENT

BETWEEN

SC DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
MIGRANT HEALTH PROJECT

AND

OCONEE COUNTY

The undersigned agrees to provide clinic services for the Migrant Health Program of the SC Department of Health and Environmental Control (DHEC) as described below.

I. SCOPE OF SERVICES:

Provide emergency and/or certain clinical or dental outreach services for migrant farmworkers and their dependents.

II. TIME OF PERFORMANCE:

This agreement shall be effective 08/01/93 or on the date signed by the Deputy Commissioner for Administrative Services or Contract Services Specialist, whichever is later, and will terminate on 03/31/94.

III. COMPENSATION:

- A. The fee per patient for each daily encounter shall not exceed twenty six dollars (\$26.00). In no event will the maximum amount of this agreement exceed three hundred dollars (\$300.00).
- B. Payment for clinical services will be made pursuant to a monthly statement of services. The amount billed shall coincide with the services provided and documented on the Migrant Health Project encounter form (Attachment A).
- C. Physicians notes and/or a discharge summary should be attached to the encounter form when billing for services.

IV. TERMS AND CONDITIONS:

- A. All services shall be rendered within the scope and limitations of applicable DHEC regulations.
- B. Provider agrees to prescribe generic drugs whenever possible in order to maximize the use of limited migrant health funds.
- C. This agreement may be terminated by either party by giving written notice 2 weeks prior to the effective date of such termination.

- D. Records with respect to all matters covered by this agreement shall be retained for 4 years after the end of the period of this agreement and shall be available for audit and inspection at any time such audit is deemed necessary by DHEC. If audit has begun but not completed at the end of the 4 year period, the records shall be retained until resolution of the audit findings.
- E. DHEC is required to prepare a Report of Assistance to Minority Businesses. If any of the services rendered under this agreement are carried out by a minority individual, it is to be included in that report.

Definition of Minority: Section 11-35-5010, SC Consolidated Procurement Code

United States Citizen who is economically and socially disadvantaged. Individuals who have been subject to racial or ethnic prejudice or cultural bias because of their identification as members of a certain group, without regard to their individual qualities. Such groups include but are not limited to Black Americans, Hispanic Americans, Native Americans, including American Indians, Eskimos, Aleut and Native Hawaiians, Asian Pacific Americans and Women.

- F. The provider agrees to abide by DHEC's policy of confidentiality which states that all information as to personal facts and circumstances given or made available to employees and/or contractors of DHEC in administration of programs shall be held confidential and shall not be divulged without consent of the individual(s) to which it pertains except as is needed in planning, provision and evaluation of health services.

General information such as the total expenditures made, the number of clients served and other statistical information does not fall within the class of information to be safeguarded, provided such general information cannot be identified with any particular individual. Should information be linked specifically to a client then information pertaining to individuals may only be released to physicians and attorneys when requests for such information are accompanied by a properly completed release signed by the individual or his/her guardian. Proper documentation would be reflected in the continuation sheet of that client's health record as the information is released. Also, a properly completed authorization should be kept in the client's health record to reflect any disclosure of confidential information. Audits of health records may routinely be performed to insure compliance with this procedure.

- G. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to any activities carried out under this agreement on the grounds of race, color, sex, religion or national origin.
- H. The provider certifies that he/she will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this contract. This certification also applies to any individual employed by the provider.

- I. Is the provider covered by medical malpractice insurance?
 Yes No
 If yes, please provide name of company.
General Agency
 DHEC DOES NOT PROVIDE MALPRACTICE INSURANCE COVERAGE.
- J. Does the provider work for a STATE agency? Yes No
 If yes, dual employment is necessary and no contract is required.
 (Dual Employment is processed in DHEC's Bureau of Personnel Services.)
- K. All professional services rendered to MEDICAID ELIGIBLE patients by a physician in a DHEC clinic will be billed to medicaid by DHEC.
- L. The provider shall be currently licensed/accredited in the State of South Carolina by the recognized licensing authority over his/her profession. Such licensure shall be maintained for the entire length of this agreement and failure to maintain such licensure will void this agreement. In addition, if continuing professional education is a requirement of licensure then such educational requirements must be maintained. As an independent contractor, the provider is directly responsible for the care delivered to the clients of DHEC to the highest standards of his/her profession.

AS TO DHEC

BY: _____
 DIRECTOR
 OFFICE OF RURAL HEALTH,
 MIGRANT HEALTH AND
 PRIMARY CARE

DATE: _____

BY: Norman D. Crain
 Norman D. Crain
 Supervisor-Chairman
 Oconee County Council

DATE: _____
 DHEC 145 (REV 3/92)

AS TO THE PROVIDER

BY: A. A. Martin
 (PROVIDER)

DATE: 5 May 1993

MAILING ADDRESS: 208 Booker Street
 Walhalla, SC 29691

IF AN INDIVIDUAL:

S O C I A L S E C U R I T Y #
257-56-9986

IF A GROUP, ETC.

E M P L O Y E R I D #
576000391

THIS AGREEMENT IS NOT OFFICIAL AND BINDING UNTIL SIGNED BY THE DEPUTY COMMISSIONER FOR ADMINISTRATIVE SERVICES OR CONTRACT SERVICES SPECIALIST.

AGREEMENT NUMBER _____