



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603
Phone: (520) 432-8390 | Fax: (520) 432-8397

Professional Services Agreement

Funeral Home Mortuary Services for the Cochise County Health & Social Services Vital Records & Indigent/Abandoned Bodies

23-13-HEA-01B

THIS AGREEMENT is made and entered into this November 29, 2022 by and between COCHISE COUNTY, hereinafter referred to as the **COUNTY**, and Westlawn Chapel and Mortuary, hereinafter referred to as the Contractor.

I. SCOPE OF SERVICES

There are three components to this Service Agreement, each are Subject to the terms and conditions set forth in this agreement. The three components are:

- Transportation Services of decedents to and from the Pima County Medical Examiner-Forensic Science Center – **Exhibit “A”**, Declined ____ Initials
- Mortuary Services for Cochise County indigent deceased residents or who have been abandoned – **Exhibit “B”**, Declined ____ Initials
- Interment Services for cremains of indigent and abandoned decedents and/or burial of qualified indigent/abandoned decedents – **Exhibit “C”**. Declined ____ Initials

Funeral Homes are not required to contract for all three services.

II. COMPENSATION AND METHOD OF PAYMENT

In consideration of the performance of the services described in the Scope of Services, the County shall pay the Contractor in accordance with the fee schedule negotiated prior to contract execution, attached herein as **EXHIBIT “D”, FEE SUMMARY**.

****** Contractor shall provide an itemized cost breakdown for the provided services. *******

The County will pay the Contractor following the submission of itemized invoices(s) for the services rendered. No payment shall be issued prior to receipt of material or service and correct invoice. Each invoice must bear written certification by an authorized County representative confirming the services for which payment is requested have been performed. County agrees to pay all properly documented invoices, for accepted work within thirty (30) days of receipt.

All notices, invoices and payment shall be made in writing and may be given by personal delivery or by mail. The designated recipients for such notices, invoices and payments are as follows:

Contractor: Gordon D. Douglas (a.k.a. Dan Douglas)



Westlawn Chapel and Mortuary
P.O. Box 1135
Willcox, AZ 85644

County: Brigitta Costello, Deputy Registrar
Cochise Health & Social Services – Vital Records
4115 E. Foothills Drive
Sierra Vista, AZ 85635

III. CONTRACT DURATION

This agreement shall be in effect from November 29, 2022, through November 30, 2027. This agreement may be revised upon mutual agreement of both parties in writing, at which time a revised contract will be executed. The Contractor shall complete all work to the satisfaction of the County in accordance with the Scope of Services.

IV. TERMINATION

- A. The County may cancel this Contract without penalty or further obligation pursuant to AR. S. §38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is or becomes, at any time while the Contract or any extension of the Contract is in effect any employee of, or Contractor to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when written notice from the County is received by the parties to this Contract unless the notice specifies a later time.
- B. This contract may also be terminated at any time by mutual written consent, or by the County, with or without cause, upon giving the thirty (30) days written notice to the Contractor. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the County before the effective date of termination.
- C. The County reserves the right to cancel the whole or any part of this contract due to failure of the Contractor to carry out any term, promise or condition of the contract. The County will issue a written ten (10) day notice of default to the Contractor for acting or failing to act any of the following, in the opinion of the County:
 1. Contractor provides personnel who do not meet the requirements of the contract;
 2. Contractor fails to adequately perform the stipulations, conditions, or services/specifications required in the contract;
 3. Contractor attempts to impose on the County personnel, materials, products, or workmanship that is not of an acceptable quality;
 4. Contractor fails to furnish the required service and/or product within the time contract;
 5. Contractor fails to make progress in the performance of the requirements of the contract and/or gives the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.



V. ENFORCEMENT, LAWS AND ORDINANCES

This agreement shall be enforced under the laws of the State of Arizona. Contractor must comply with all applicable federal, state, and local laws, ordinances, and regulations. Contractor shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein.

Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

VI. INDEPENDENT CONTRACTOR

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint ventures, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

The Contractor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

The County will not provide any insurance coverage to the Contractor including Workmen's Compensation coverage.

VII. MODIFICATIONS

This Agreement may only be modified by a written amendment signed by persons duly authorized to enter into contracts on behalf of the County and the Contractor.

VIII. WAIVER

The failure of either party of this Agreement to take affirmative action with respect to any conduct of the other which is in violation of the terms of this contract shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

IX. INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to indemnify, defend, and hold harmless COCHISE County, a body politic and corporate of the State of Arizona, its board members, officers, employees, agents and other officials from all claims, damages, losses, and expenses, including but not limited to attorney's fees, court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of work or services under this Agreement, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of Contractor, or anyone for whose acts Contractor may be liable. COCHISE County reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder.

The amount and type of insurance required shall not in any way be construed as limiting the scope of the indemnification set forth above.



X. INSURANCE

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products - Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000
- **Required Additional Language**

The policy shall be endorsed to include the following additional insured language:
"The County of Cochise shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Contractor."

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,00

- **Required Additional Language**

The policy shall be endorsed to include the following additional insured language:
"The County of Cochise shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor."

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

a. This requirement shall not apply when a Contractor or sub Contractor is exempt



under A.R.S. 23-901, **AND** when such Contractor or sub contractor executes the appropriate sole proprietor waiver form.

4. Professional Liability (**Errors and Omissions Liability**) The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include the following provisions:
1. On insurance policies where the County of Cochise is named as an additional insured, the County of Cochise shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the County, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to the Cochise County Procurement Department, attention Anne Coppola, 1415 Melody Lane, Bldg C, Bisbee, Arizona 85603.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than A-VII. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Cochise County Procurement Department, attention Anne Copolla, 1415 Melody Lane Bldg C, Bisbee, Arizona 85603. The County project/contract number and project description shall be noted on the certificate of



insurance.

The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE COUNTY'S RISK MANAGEMENT DIVISION SEND THEM TO PROCUREMENT AS DESCRIBED ABOVE**

XI. MISCELLANEOUS PROVISIONS

- A. No assignment of this Agreement or subcontract shall be made by the Contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Procurement Department. All subcontractors shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the sub-Contractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not sub-Contractors are used.
- B. The Contractor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information must be referred to the County.
- C. All services, information, computer program elements, reports, and other deliverables which may have a potential patent or copyright value and which are created under this Agreement shall be the property of the County and shall not be used by the Contractor or any other person except with the prior written permission of the County.
- D. This Agreement is subject to the provisions of A.R.S. Sec. 38-511.
- E. The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

XII. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The Contractor shall further ensure that each sub contractor who performs any work for the Contractor under this contract likewise complies with the State and Federal Immigration Laws.

The County shall have the right at any time to inspect the books and records of the Contractor and any sub contractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of the Contractor's or any sub contractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this contract subjecting the Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a sub contractor, and the subcontract is suspended or terminated as a result, the Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement sub contractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.



The Contractor shall advise each sub contractor of the County's rights, and the sub contractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"The Sub contractor hereby warrants that it will at all times during the term of this contract comply with all federal laws applicable to the Sub contractor's employees and with the requirements of A.R.S. §23-214(A). The Sub contractor further agrees that the County may inspect the Sub contractor's books and records to ensure that the Sub contractor is in compliance with these requirements. Any breach of this paragraph by the Sub contractor will be deemed to be a material breach of this contract subjecting the Sub contractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Section shall be responsibility of the Contractor. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of the Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which the Contractor shall be entitled to an extension of time, but not costs.

This Agreement represents the entire agreement between the County and the Contractor relating to this requirement and shall prevail over any and all previous verbal and written agreements.

Westlawn Chapel and Mortuary

Cochise County Health and Social Services

By: _____

Date: _____

By: _____

Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

I have read this Agreement, and understand the obligations placed on me and my organization and other Westlawn Chapel and Mortuary employees under my supervision and agree to be bound by it.

Responsible Party

Date: _____



EXHIBIT A – Statement of Work

TRANSPORTATION SERVICES OF DECEDENTS TO AND FROM THE PIMA COUNTY MEDICAL EXAMINER-FORENSIC SCIENCE CENTER

In accordance with 23-13-HEA-01B The Contractor shall complete the following tasks:

Task 1 – Provide Morgue Transportation Services to and from the Pima County Medical Examiner-Forensic Science Center

Task 2 – Contractor will arrive at the designated pickup location within one (1) hour notification by the Law Enforcement Agency if the Contractor's business is located within thirty (30) miles of the pickup location. Contractor will arrive at the designated pickup location within one and a half (1.5) hours notification if the Contractor's business is located beyond thirty (30) miles but within sixty (60) miles of the pickup location.

Task 3 – Provide at least one (1) clean, properly equipped removal vehicle that is available 24 hours a day.

Task 4 - Provide light body bag for each removal and adhere to OSHA regulations regarding potential exposure to blood and body fluids. Heavy duty body bags and red tags will be provided by the law enforcement agency requesting service.

Task 5 – Contractor shall wait when directed by the Pima County Medical Examiner's office up to one half (1/2) to one and a half (1.5) hour(s) to return the body back to Contractor's facility for storage. The funeral home will then notify next of kin. If the body is to remain at the Pima County Medical Examiner's Office- when the body is released the same Contractor that originally transported the body will be contacted by the Medical Examiner's Office to return to Pima County to bring the body back to their location in Cochise County.

Task 6 – Contractor shall, without additional charge other than for mileage and meals, testify at all civil and criminal proceedings when requested to do so by the County Attorney.

Scheduling Procedures

1. The Law Enforcement Agency who has jurisdiction will contact the Contractor with a location, information, and instructions to pick up human remains and transport those remains to the Pima County Medical Examiner Office in Tucson, Az. One operator is normally sufficient per assignment; however, no more than two operators will be requested. In the case of a bariatric decedent (greater than 300 pounds) three operators will be authorized with documentation of decedent weight.
2. The Law Enforcement Agency will contact the Contractor nearest to the pickup site. If the Contractor cannot for any reason transport the body, the next nearest Contractor between the site and Pima County's Medical Examiner's Office will be notified. Whichever Contractor transports the body will return the body to their funeral home when released and notified by the Medical Examiner's Office.



3. Contractor will be available to Law Enforcement 24 hours a day, 7 days a week, 365 days a year, and will be in route within thirty (30) minutes of a call for removal of deceased individuals.

Compliance Standards

1. Contractor will provide proof that they are licensed and/or permitted to transport decedents.
2. Contractor and all employees who provide transport shall have a valid Arizona Driver's license.
3. Contractor and all employees assigned to transport shall have the physical ability to do the required work as directed by the requesting law enforcement agency.
4. Requests for service may occur anytime, 24 hours per day, seven days per week, 365 days a year. County makes no guarantee of minimum or maximum number of transports.
5. Perform all work in a safe manner with respect and dignity for the deceased, adhering to all County and State safety rules and OSHA regulations.
6. The Contractor shall conduct themselves in a professional manner while performing services on behalf of Cochise County. Appropriate attire is expected. The use of any tobacco products, the use of inappropriate language and any use of radios or other music sources shall not be allowed during the performance of work.
 - A. If requested, the Contractor shall agree to remove a specific individual from the position. The County agrees that such a request will not be made without good cause and documentation.
7. Contractor will be in route within thirty (30) minutes of a call for removal of deceased individuals.

Special Circumstances

There are instances when special processions or escorts are requested to accompany transports to and from the Medical Examiner's. Special transports are not authorized under this contract. This contract **DOES NOT** cover the cost of special processions or escorts. When special processions or escorts are requested, funeral homes may refuse the transport.



EXHIBIT B – Statement of Work

MORTUARY SERVICES FOR COCHISE COUNTY INDIGENT DECEASED RESIDENTS OR WHO HAVE BEEN ABANDONED

In accordance with 23-13-HEA-01B The Contractor shall complete the following tasks:

Task 1. Provide mortuary service for Cochise County indigent upon approval by Cochise County designee for indigent or abandoned cremation or burial.

Task 2. Approval paperwork will be completed and sent to VitalRecords@cochise.az.gov as soon as possible after becoming aware that you have an indigent individual.

Task 3. Once approval has been received from Cochise County Vital Records indigent decedents will be cremated or buried whichever approval has been given.

Task 4. Provide mortuary service for Cochise County decedents who are determined to be abandoned.

Task 5. Once a decedent has been determined to be abandoned the indigent cremation worksheet will be submitted to VitalRecords@cochise.az.gov for approval. In the event the worksheet is sent over a holiday or non-business day contractor is to assume approval is granted.

Task 6. Contractor will hold **abandoned bodies** for fifteen (15) days prior to cremating the individual.

Task 7. Contractor agrees to provide all necessary supplies, materials and miscellaneous items for indigent/abandoned cremation and burial. When a heavy-duty cremation board is required, contractors will be reimbursed at the agreed upon rate.

Task 8. For approved burials submit invoices for grave markers within 30 days.

Task 9. All invoices for services will be submitted within six months from the date of the service.

Task 10. The contractor will deliver the cremains to the Sierra Vista location for storage unless the indigent/abandoned individual has a plot available to them through the Veterans Administration.

****Once services have been approved and rendered cremains become the property of Cochise County Health & Social Services.****



EXHIBIT C – Statement of Work

INTERMENT SERVICES FOR CREMAINS
OF INDIGENT AND ABANDONED DECEDENTS
AND/OR BURIAL OF QUALIFIED INDIGENT/ABANDONED DECEDENTS

In accordance with 23-13-HEA-01B The Contractor shall complete the following tasks:

Task 1. Receive and store the cremains in a safe location until the mausoleum is opened.

Task 2. Place the cremains in the mausoleum in a manner that will allow individuals to be found easily in case disinterment is requested.

Task 3. Submit invoice for opening the mausoleum within 30 days of doing so, along with a list of individuals who were interred.

NOTE: Families or others who request indigent/abandoned cremains will be charged \$200 for this service.



EXHIBIT D – Fee Summary

Transportation services of decedents to and from the Pima County Medical Examiner-Forensic Science Center (78.2 miles)

- The County will pay the Contractor \$ 455 per round trip to the medical examiner (this includes personnel and all supplies)
- The County will pay the Contractor \$ 32 per day for storage of body (covers time from pick up to transport to ME)
- The County will pay the Contractor \$ 30 per hour for additional wait time at the Pima County Medical Examiner’s Office. Costs will be prorated in fifteen (15) minute intervals
- The County will pay the Contractor \$ 350 additional pay for the transport of bariatric decedents with documentation of weight greater than 300 pounds.

Mortuary services for Cochise County Indigent deceased residents or who have been abandoned

- The County will pay the Contractor \$ 300 per child less than 18 months of age for cremation
- The County will pay the Contractor \$ 675 per indigent/abandoned body 18 months and older cremation
- The County will pay the Contractor \$ 1,000 per adult burial
- The County will pay the Contractor \$ 150 per Grave Marker for burials
- The County will pay the Contractor \$ 285 for storage of abandoned decedents for the required 15 day wait period
- The County will pay the Contractor \$ 100 for a heavy-duty cremation tray for bariatric decedents with documentation of weight greater than 300 pounds

Interment services for cremains of indigent and abandoned decedents and/or burial of qualified indigent/abandoned decedents

The County will pay the Contractor \$ 100 per occurrence of opening the mausoleum (up to four (4) times per year

NOTE: Families or others who request interred indigent/abandoned cremains will be charged \$200 for this service by the funeral home.