

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-06-244-11-21**

THIS CONTRACT is made and entered into this 26th day of March, 2007 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), **Ceballos Funeral Home, Inc.**, a Texas Corporation, ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Autopsy Facility**"; and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Services"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with specifications, described in Exhibits "A" and "B", the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County for "**Autopsy Facility**". This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the specifications, described in Exhibit "A" and "B", within **Hidalgo County** following a request for

Services by the **Purchasing Agent** or her designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be from **March 26, 2007** and ending **March 25, 2009** unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

6. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.


7. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

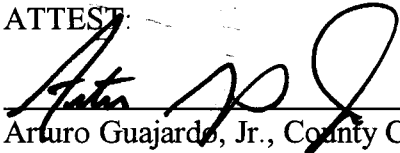
8. This Contract shall not be assignable in whole or in part by either party without prior

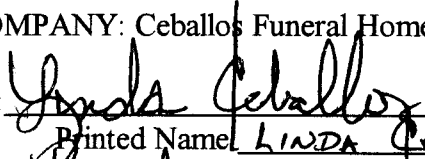
14. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this 26th day of January 2006.

COUNTY OF HIDALGO

By: 
Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

COMPANY: Ceballos Funeral Home, Inc.
By: 
Printed Name: LINDA Ceballos
Title: President

Approved on Commissioners' Court November 21, 2006

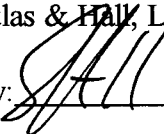
APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: 

EXHIBIT "A"
SPECIFICATIONS

Exhibit "A"
"Autopsy Facility-Hidalgo County"
RFB No.: 2006-244-07-26

SCOPE - SPECIFICATIONS - INFORMATION TO BIDDERS

Scope:

Pursuant to Chapter 49 of the Code of Criminal Procedures and Chapter 691 of the Health and Safety Code, the County of Hidalgo is seeking sealed bids from qualified and interested vendor(s) to provide a facility located in Hidalgo County with all necessary equipment at which the County's contracted pathologist can perform autopsies and related services on an "As Needed Basis", on dead bodies in all stages of decomposition.

Hidalgo County is also seeking to engage in a "Turnkey Solution" with a physician which will include a facility. Hidalgo County reserves the right to award the contract(s) most advantageous and is in its best interest. Therefore, all vendors are advised that Hidalgo County may, at its sole option award this bid (a facility) or the Turnkey Autopsy contract (which includes the physician with facility.)

Specifications:

A. The following list is the minimum required equipment, accessories and supplies for a facility to have in order to qualify as the contractor at which autopsies and all necessary and related services can be performed:

Refrigerator for storing dead bodies on site	Ruler (in. and cm.)	Storage for tissue blocks (paraffin)
Portable trays	Clothing scissors	Property envelopes
Suction with hose	Long hemostats	Evidence envelopes
Sink scale	Mayo dissecting scissors	Safe for storing property
Floor drain	Formalin	Finger printing equipment
X-ray machine	Viscera pan	Possess or have access to:
X-ray developer	Viscera bucket	a. X-ray machines
View box(es)	Viscera bags	b. X-ray developer
Specimen freezer	Test tube rack	c. Histology lab
Dissecting board	Red Top Test Tubes	d. Toxicology lab
Dissecting stand with drain	Gray Top Test Tubes	
Camera with film	Lavender Top Test Tubes	
Kramer Kick Stool	Green Top Test Tubes	
Ladder	Stryker Saw with bone dust collector	
Counter top digital scale (for infant organs)	Head blocks	
In/Out Cards	50cc glass syringes	
Toe Tags	6cc disposable sterile syringes	
Body Bags	18ga. X 1 1/2 hypodermic needles	
Scrubs	12" X 5ga. stainless steel re-usable non-sterile needles	
Aprons	Stomach pan	
Gowns	Short scissor with disposable sharp/blunt blades	
Gloves	Three (3) toothed forceps	
Paper grocery bags	Autopsy needles	
Bio Hazard disposal boxes	Scalpel handles with disposable blades	
Sharps containers	Stainless steel chisel	
Masks	Dia-stix	
Splash shields	Keto-stix	
Tissue jars (wide mouth plastic with screw top)	Swabs	
Large glass measuring cup (2 liter/2000ML)	Swab boxes	
Small stainless steel ladle	Slides	
Tea strainer (for rinsing bullets, pellets, etc.)	Slide boxes	
Colander (for straining stomach content, fixed tissue, etc.)	Paint cans	
Autopsy knife with disposable blades	Embalmer's Thread	
Rib cutters	Bone scissors	
Pliers	Microscope	
Skull breaker	Storage for micro-slides	
Stainless steel wall unit with dual faucets, center drain, and disposal unit		

Specifications - Autopsy Facility: (continued)

- B. The facility must be available and on call twenty-four (24) hours daily, seven (7) days per week, 365 days a year, for the County's contracted forensic pathologist to perform autopsies and related services.
- C. Facility must be located in Hidalgo County.
- D. All necessary equipment, accessories and supplies will be available at all times so as not to cause delay in the provision of autopsies and related services by the County's contracted forensic pathologist.
- E. Fee charged for the use of the facility will be on a "Per Body Basis" and will include the storing of the body through the completion of the autopsy by the pathologist, but not to exceed forty-eight hours.
- F. Storage fee of the "Body" will commence on a per day basis after forty-eight hours of receipt of the body.
- G. Contractor, it's employees, and/or agents cannot offer any information to family, friends, or acquaintances about "funeral related services." All inquiries related to the decedent will be forwarded to the proper County official to ensure compliance with Title I of the Health Insurance Portability and Accountability Act of 1996; HIPAA Standards for Privacy of Individually Identifiable Health Information (the Privacy Rule).
- H. Records of Victims: Contractor must keep an updated log with information pertaining to the victim (i.e., name, date of birth, photo I.D., driver's license number, social security number, date & time of autopsy, performed by, witnessed by, body released to, etc.).
- I. The contractor shall provide his/her own telephone and pager numbers to the appropriate County officials.

Information - Additional Terms and Conditions to Bidders:

- 1. Term of Contract:
The term of this contract is for a period of two (2) years, with the option of Hidalgo County to extend the contract for additional one (1) year period under the same bid prices, terms and conditions.
- 2. Hidalgo County reserves the right to extend this bid award for an additional sixty (60) day Grace Period at the end of the contract term due to unforeseen delay in the award of the new bid for next contract term.
- 3. Hidalgo County reserves the right to terminate this agreement by giving contractor sixty (60) days written notice of such termination.
- 4. Bid Prices:
Prices bid are firm for the contract period (two (2) years) including any options to extend. No price increases are allowed.
- 5. Volume:
There is no guaranteed annual volume. Hidalgo County will seek use of the "facility" on an "As Needed Basis".
- 6. Bidder responsibilities for Facility:
 - a. Bidder will be responsible to maintaining the facility in a manner that will allow the performance of autopsies and all necessary and related services without delay. Bidder will comply with all federal, state, and local statutes, codes, and regulations governing such premises.
 - b. Facility shall have public bathrooms and be handicapped accessible.
 - c. Bidder shall provide insurance for the "Facility" against fire, accidents or natural disasters. Bidder shall maintain liability insurance on the premises. in the amounts and coverages specified in numbered paragraph six (6) hereof

EXHIBIT "B"
VENDOR'S RESPONSE

EXHIBIT "C"
INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 01/31/2007
PRODUCER (972)562-7455 FAX (972)562-7129 The Klement Agency P.O. Box 820 Prosper, TX 75078 Greg Klement		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED CEBALLOS FUNERAL HOME, INC. 1023 N. 23RD MCALLEN, TX 78501		
		INSURERS AFFORDING COVERAGE
		NAIC #
		INSURER A: AMERICAN HALLMARK INS. CO.
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR (ADD'L LTR INSRS)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	44PB4333231-02	07/15/2006	07/15/2007	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (EA Occurrence) \$ 100,000 WED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

<p>CERTIFICATE HOLDER</p> <p>HIDALGO COUNTY PURCHASING DEPT 1304 S. 25TH AVE EDINBURG, TX 78539</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><i>[Signature]</i></p>
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ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID KL
CEBAL-1 DATE (MM/DD/YYYY)
01/25/07

PRODUCER
Shepard Walton King Ins. Group
801 N. Main
P. O. Box 1630
McAllen TX 78505-1630
Phone: 956-682-2841 Fax: 956-630-4015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Ceballos Funeral Home
1023 N. 23rd Street
McAllen TX 78501

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: <u>Texas Mutual Insurance Co.</u>	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ _____ OTHER THAN AUTO ONLY: EA ACC \$ _____ AGG \$ _____
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$ _____				EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____ \$ _____ \$ _____
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	Q000851211	01/25/07	01/25/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER	CANCELLATION
County of Hidalgo Purchasing Department Mary Maldonado 100 E Cano, 5th Floor Edinburg TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE SHEPARD WALTON KING INS. GROUP