

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
02/24/10

PRODUCER

FEDERATED MUTUAL INSURANCE COMPANY
Home Office: P.O. Box 328
Owatonna, MN 55060
Phone: 1-888-333-4949

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.

COMPANIES AFFORDING COVERAGE

COMPANY A	FEDERATED MUTUAL INSURANCE COMPANY OR FEDERATED SERVICE INSURANCE COMPANY
COMPANY B	
COMPANY C	
COMPANY D	

INSURED

CEBALLOS FUNERAL HOME INC
1023 NORTH 23RD STREET
MCALLEN TX 78501

281-888-8

COVERAGES

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> BUSINESSOWNER'S POLICY	9350350	04/21/09	04/21/10	GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
					PERSONAL & ADV INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 50,000
					MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	9350351	04/21/09	04/21/10	COMBINED SINGLE LIMIT \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	9261253	04/21/09	04/21/10	EACH OCCURRENCE \$ 1,000,000
					AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	9411504	04/21/09	04/21/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					EL EACH ACCIDENT \$ 1,000,000
					EL DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				EL DISEASE - EA EMPLOYEE \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

2818888

HIDALGO COUNTY
2812 S HWY 281
EDINBURG TX 78539

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CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 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 COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jeffrey S. Foster
PRESIDENT

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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

written consent of the other party.

9. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

10. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539**

If to Company: **Ceballos Funeral Home, Inc.
Attn: Linda Ceballos
1023 North 23rd.
McAllen, Texas 78501-7451**

11. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.


12. This Agreement may be terminated by either party with or without cause upon thirty (30) days written notice.

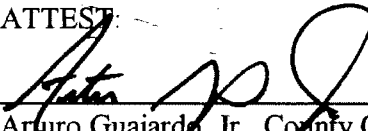
13. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

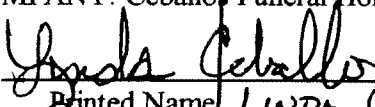
14. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

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

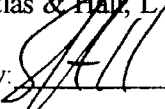
By: 

EXHIBIT "A"
SPECIFICATIONS

Exhibit "A"

"Autopsy Facility-Hidalgo County"

RFB No.: 2006-244-07-26

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	Embalmers 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
 - d. Facility shall be in good working condition and be handicapped accessible to provide the services required.
 - e. The facility shall be free from rodents and insects . The facility shall have adequate air conditioning and heating available. Maintenance of air conditioning, heating, along with pest control will be responsibility of the contractor at the contractor's expense.
 - f. Facility shall have water, sewer, garbage pick-up in addition to electricity and/or natural gas.
7. Insurance:
The awarded bidder shall adhere to the following insurance requirements:
Property policy shall provide that any proceeds of loss or damage to buildings or to improvements shall be payable solely to Owner, which sum Owner shall use for repair and restoration purpose:
Applicable Coinsurance: 80%
8. Certificates of insurance shall be submitted to Hidalgo County Purchasing Department for approval prior to autopsies and necessary related services being performed.
9. Each policy of insurance required shall extend for a period equivalent to or longer than the term of this contract, and any insurer hereunder shall be required to give at least thirty (30) days written

notice to the County prior to the cancellation of any such coverage on the termination date or otherwise.

10. The contract shall be automatically suspended upon the cancellation or other termination or of the required policy of insurance hereunder.