

AI-21869
Autopsy Facility
CC REGULAR

15.A.4.

Date: 07/06/2010
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and approval of contract (subject to legal review) for "Autopsy Facility" with Ceballos Funeral Home as previously approved by Commissioners Court on 06/08/2010 of the exemption from competitive bidding under Texas Local Government Code, Chapter 262, Section 024(a)(2)-"an item necessary to preserve or protect the public safety of the residents of the county".

BACKGROUND

Fiscal Impact

<u>FISCAL YEAR:</u> 2010	<u>ACCT. #:</u> 1100-421-00-080-003-0-344
<u>FUNDS AVAILABLE Y/N?:</u>	<u>MATCHING FUNDS Y/N?:</u>
<u>BUDGETARY IMPACT:</u>	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Vangie Garcia Started On: 06/29/2010 08:37 AM
Final Approval Date: 06/29/2010

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 scope of services, described in Exhibit "A", within **Hidalgo County** on request by the Commissioners Court or their 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. County agrees upon a Declaration of Emergency declared by County to provide Company on an as needed basis one (1) 10,000kw power generator to support company's air conditioning/cooling system for Company's premises housing tissues blood specimens and dead bodies. Company agrees to pay for or reimburse County for all costs in operating such power generator.

4. This Contract shall be for a period of six (6) months, commencing upon finalization and acceptance of negotiated terms with Company on June 29, 2010 and ending on January 5, 2011. If County holds over and continues in possession of the Premises after expiration of the term of this contract, Hidalgo County will be deemed to

be occupying the premises on the basis of a month to month tenancy subject to all of the terms and conditions of this contract

5. 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.

6. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

7. 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.

8. 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.

9. Company shall provide a sufficient number of trucks, vehicles, personnel

and equipment available to safely and efficiently provide the Services.

10. 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.

11. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

12. 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.

13. 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**

14. 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.

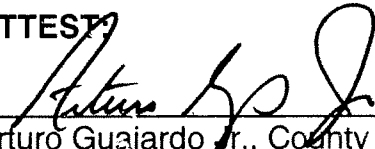
15. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with sixty (60) day's written notice prior to cancellation.

16. 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.

1. 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 _____ day of _____, 2010.

ATTEST:



Arturo Guajardo Jr., County Clerk

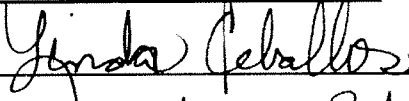
COUNTY OF HIDALGO

By: 

Rene A. Ramirez, County Judge

COMPANY:

Ceballos Funeral Home, Inc.

By: 

Printed Name: LINDA CEBALLOS

Title: President / owner

APPROVED BY COMMISSIONES COURT: July 6, 2010

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: SLC
Stephen L. Crain

EXHIBIT "A"

SCOPE OF SERVICES

SCOPE:

PURSUANT TO CHAPTER 49 OF THE CODE OF CRIMINAL PROCEDURES AND CHAPTER 691 OF THE HEALTH AND SAFETY CODE, THE FOLLOWING ARE THE SCOPE OF SERVICES TO BE PROVIDED BY COMPANY FOR 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 STATES OF DECOMPOSITION. THE FOLLOWING LIST IS THE MINIMUM REQUIRED EQUIPMENT, ACCESSORIES AND SUPPLIES FOR A FACILITY IN WHICH AUTOPSIES AND ALL NECESSARY AND RELATED SERVICES CAN BE PERFORMED AS REQUIRED BY STATE.

- | | |
|---|--|
| 1) Refrigerator for storing dead bodies on site | 37) Stomach pan |
| 2) Portable Trays | 38) Short scissor with disposable sharp/blunt blades |
| 3) Suction with hose | 39) Three (3) toothed forceps |
| 4) Sink scale | 40) Storage for tissue blocks (paraffin) |
| 5) Floor drain | 41) Property Envelopes |
| 6) X-ray machine | 42) Safe for storing property |
| 7) X-ray developer | 43) Finger printing equipment |
| 8) View box(es) | 44) Possess or have access to: |
| 9) Specimen freezer | a. X-ray machines |
| 10) Dissecting board | b. X-ray developer |
| 11) Camera with film | c. Histology Lab |
| 12) Kramer Kick Stool | d. Toxicology Lab |
| 13) Ladder | 45) Paper grocery bags |
| 14) Counter top digital scale (for infant organs) | 46) Specifications-Autopsy Facility |
| 15) In/Out cards | 47) Bio hazard disposal boxes |
| 16) Toe Tags | 48) Sharps containers |
| 17) Body Bags | 49) Masks |
| 18) Scrubs | 50) Splash shields |
| 19) Aprons | 51) Tissue jars (wide mouth plastic with screw top) |
| 20) Gowns Gloves | 52) Large glass measuring cup (2 liter/200 ML) |
| 21) Clothing Scissors | 53) Small Stainless Steel Ladle |
| 22) Mayo dissecting scissors | 54) Tea strainer (for rinsing bullets, pellets, etc.) |
| 23) Formalin | 55) Colander (for straining stomach content, fixed tissue, etc.) |
| 24) Viscera pan | 56) Autopsy knife with disposable blades |
| 25) Viscera bucket | 57) Rib cutters |
| 26) Viscera bags | 58) Pliers |
| 27) Test tube rack | 59) Skull Breaker |
| 28) Red Top Test Tubes | 60) Stainless steel wall unit with dual faucets, center drain, and disposal unit |
| 29) Lavender Top Test Tubes | 61) Autopsy Needles |
| 30) Green Top Test Tubes | 62) Scalpel handles with disposable blades |
| 31) Stryker Saw with bone dust collector | 63) Stainless Steel Chisel |
| 32) Head blocks | 64) Dia-stix |
| 33) 50 cc glass syringes | 65) Keto-stix |
| 34) 6 cc disposable sterile syringes | 66) Swabs |
| 35) 18 ga x 1 1/2 hypodermic needles | |
| 36) 12"x5 ga stainless steel (reusable sterile needles) | |
| 67) Swab boxes | |

- 68) Slides
- 69) Slide Boxes
- 70) Paint cans
- 71) Embalmers Thread
- 72) Bone Scissors
- 73) Microscope
- 74) Storage for micro-slides

The facility must be available and on call twenty-four (24) hours daily, seven (7) days per week, three-hundred-sixty-five (365) days a year, for the County's contracted forensic pathologist to perform autopsies and related services.

Facility must be located in Hidalgo County, Texas.

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.

Contractor, its 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).

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 and time of autopsy, performed by, witnessed by, body release to, etc.).

The contractor shall provide his/her own telephone and page numbers to the appropriate county officials.

TERMS AND CONDITIONS:

Term of contract is for a period of six (6) months, effective July 7, 2010 and ending on January 6, 2011. If County holds over and continues in possession of the Premises after expiration of the term of this contract, Hidalgo County will be deemed to be occupying the premises on the basis of a month to month tenancy subject to all of the terms and conditions of this contract.

Hidalgo County reserves the right to terminate this agreement by giving contractor sixty (60) days written notice of such termination.

Volume: There is no guaranteed annual volume. Hidalgo County will seek use of the "facility" on "As Needed Basis".

Contractor will be responsible for maintaining the facility in a manner that will allow the performance of autopsies and all necessary and related services without delay. Contractor will comply with all federal, state, and local statutes, codes, and regulations governing such premises.

Facility shall have public bathrooms and be handicapped accessible.

Contractor shall provide insurance for the "Facility" against, fire, accidents or natural disasters. Contractor shall maintain liability insurance on the premises in the amounts and coverages as required.

Facility shall be in good working condition and be handicapped accessible to provide the services required.

The facility shall be free from rodents and insects. The facility shall have adequate air conditioning and heating

available. Maintenances of air conditions, heating, along with pest control will be the responsibility of the contractor's expense.

Facility shall have water, sewer, garbage pick-up in addition to electricity and/or natural gas.

Insurance: Contractor 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%

Certificates Of Insurance shall be submitted to Hidalgo County Purchasing Department for approval prior to autopsies and necessary related services being performed.

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 (3) days written notice to the County prior to the cancellation of any such coverage on the termination date or otherwise.

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

EXHIBIT "B"

VENDOR'S FEES

PURSUANT TO THE EXEMPTION AND CONTRACT NEGOTIATION MEETING HELD ON JUNE 17, 2010, THE FOLLOW ARE THE FEES SUBMITTED BY COMPANY.

- 1) **Storage Fees: \$250.00 A Month Storage Fee**
(The storage fee will be charged to the County for specimens which are under air conditioning and/or refrigerated 24/7. Specimens stored are muscle, brain, body tissues for every John Doe for up to five (5) years as required.)

- 2) **Facility Fees: 85.00 Per Body/Autopsy**

- 3) **Body/Cooler Storage Fee: \$75.00 Per Body**
(Cooler fee will be charged to the County upon the arrival of the body/remains to be autopsied.) No longer will the 48 hours be waived.

- 4) **Company's Request: One (1) 10,000 Watt Generator pursuant to the negotiations as backup to the a/c cooling segment where the specimen tissues and bodies are contained. The generator will only be during the hurricane period/season for disaster related emergency use in the event of a power shortage. Company will bear the obligation, responsibility and cost for the electrical system transfer switch for connection of the power generator.**



MEMORANDUM

(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: Linda Ceballos,
Ceballos Funeral Home

From: **Vangie Y. Garcia, Contract's Manager for:**
Martha L. Salazar, CPPB
Hidalgo County Purchasing Department

Date: June 29, 2010

Re: Best and Final Offer for Hidalgo County -"Autopsy Facility"

Pursuant to the contract negotiation meeting held on Thursday, June 17, 2010. The following is an outline of what was discussed and proposed by your company.

- 1) Storage Fee \$ 250.00 per month
- 2) Facility Fee \$85.00 per body
- 3) Body Storage Fee \$75.00 per body after 24 hours
- 4) A 10,000 Watt Generator To Be Provided To Ceballos Funeral During A Disaster Related Event Only

Hidalgo County is hereby requesting your best and final offer on the above referenced Service to be provided to Hidalgo County. Please acknowledge and sign receipt of this Memorandum if you are in agreement with the terms of the outline. Please fax immediately in order to have as backup for an Emergency Agenda Item for today's Court: (956) 318-2629 or via email to: evangelina.garcia@co.hidalgo.tx.us or yolanda.velasquez@co.hidalgo.tx.us.

Signed:

Handwritten signature of Manuel Cavazos Jr.

Printed Name: MANUEL CAVAZOS JR.

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
03/05/10

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.

INSURED 281-888-8
CEBALLOS FUNERAL HOME INC
 1023 NORTH 23RD STREET
 MCALLEN TX 78501

COMPANIES AFFORDING COVERAGE	
COMPANY A	FEDERATED MUTUAL INSURANCE COMPANY OR FEDERATED SERVICE INSURANCE COMPANY
COMPANY B	
COMPANY C	
COMPANY D	

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.

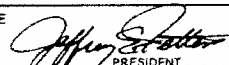
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> BUSINESSOWNER'S POLICY	9350350	04/21/10	04/21/11	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
					COMBINED SINGLE LIMIT \$ 1,000,000
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	04/21/10	04/21/11	BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
					AUTO ONLY - EA ACCIDENT \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	9261253	04/21/10	04/21/11	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	04/21/10	04/21/11	<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

RECEIVED
 MAR 11 2010
 By: C. J. Y. B. P. M.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER
 2818888
 HIDALGO COUNTY
 2812 S HWY 281
 EDINBURG TX 78539

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

 PRESIDENT