



POLICY AND CONTRACT AGREEMENT
FOR ON-CALL REMOVAL, TRANSPORT, AND TEMPORARY HOLDING OF DECEDENT REMAINS

TYLER COUNTY, TEXAS

Contract No.: _____

Effective Date: _____ 2026

Expiration Date: December 31, 2029

PARTIES

This Agreement is made between Tyler County, Texas, acting through the Tyler County Commissioners Court and the Justice of the Peace Offices, hereinafter "COUNTY", and _____, a licensed funeral establishment in Tyler County Texas, hereinafter "CONTRACTOR".

PURPOSE

To establish terms for on-call removal of deceased persons from scenes within Tyler County when there is no family preference for a funeral home, and for temporary holding of remains at CONTRACTOR'S facility until release to a funeral home of the family's choosing or until transport for autopsy.

SCOPE OF SERVICES

CONTRACTOR agrees to be placed on a rotating on-call list maintained by Tyler County Justice of the Peace Offices and to provide the following services when dispatched by a Tyler County Sheriff's Office or Tyler County Justice of the Peace.

Scene Removal: Respond within 60 minutes of notification to remove decedent from death scene to CONTRACTOR'S facility.

Temporary Holding: Hold decedent at CONTRACTOR'S licensed facility, under refrigeration, until written release by family or JP. Maximum hold without additional charge: 72 hours.

Autopsy Transport: When ordered to transport decedent from CONTRACTOR'S facility to Jefferson County Morgue for autopsy, and return to CONTRACTOR'S facility or release as directed.

Supplies: Provide body bags and other necessary supplies for removal when requested by JP.

COMPENSATION AND PAYMENT TERMS

Base Removal Fee – No Family Preference: **\$450.00 per decedent**. This is the maximum amount COUNTY will pay for removal from scene to CONTRACTOR'S facility when the family has not selected a funeral home prior to removal.

Family Selection of CONTRACTOR: If the family chooses the funeral home that took possession of the said body, **Tyler County will not be charged for the removal**. COUNTY shall pay \$0.00 for removal, transport, or temporary holding in such cases. Any exception requiring COUNTY payment must have prior written authorization from the Tyler County Judge & within 72 hours of removal. CONTRACTOR may not bill COUNTY for removal without such authorization.

Autopsy Transport Fee: **\$150.00** additional when CONTRACTOR is directed by a Tyler County Justice of the Peace or the District Attorney's Office to transport decedent to Jefferson County Morgue for autopsy.

Body Bags/Supplies: Actual cost reimbursement for body bags or other supplies provided at JP request, **not to exceed \$25.00** per decedent without prior JP approval. JP may authorize additional monies for supplies in writing at time of dispatch.

Additional Monies: Any charges beyond Sections 4.1-4.4 must be approved in advance by Tyler County Commissioners Court. CONTRACTOR shall not bill COUNTY for any service not expressly listed herein without prior written approval.

No Charge for Extended Hold: CONTRACTOR shall not charge COUNTY for holding remains beyond 72 hours unless storage is due to COUNTY delay in issuing release or autopsy order.

Invoicing: CONTRACTOR shall submit invoice to Tyler County Auditor within 30 days of service. Invoice must include JP case number, name of decedent if known, date/time of call, JP authorizing service, and if applicable, County Judge authorization per Section 4.2. Payment net 30 days.

CONTRACTOR REQUIREMENTS

Licensing: Must maintain current Texas Funeral Establishment License and all staff must be licensed as required by Texas Occupations Code Chapter 651.

Facility: Must have Texas Department of State Health Services approved refrigeration/holding room.

Insurance: Maintain minimum \$1,000,000 General Liability and \$1,000,000 Professional Liability. Provide Certificate of Insurance naming Tyler County as additional insured.

Availability: Maintain 24/7 on-call availability. Failure to respond to 5 calls in 12 months may result in removal from rotation.

Chain of Custody: Maintain written log of all remains received under this Agreement.

Compliance: Comply with Texas Health & Safety Code Chapters 193, 711, 716, and Texas Code of Criminal Procedure Art. 49.25.

COUNTY RESPONSIBILITIES

Dispatch: Tyler County JP'S or Tyler County Sheriff's Office shall determine need for COUNTY-paid removal and dispatch CONTRACTOR from rotation list.

Authorization: Only a Tyler County Justice of the Peace or District Attorney's Office may authorize autopsy transport.

Family Notification: JP shall make reasonable effort to determine family preference before dispatch. If family selects the funeral home that took possession of the body, JP shall note "Family Selection – No County Charge" on case report. If any exception for COUNTY payment is requested, JP shall submit to Tyler County Auditor's Office for County Judges approval within 72 hours.

TERM AND TERMINATION

Term: Two years from Effective Date, with option to renew annually by Commissioners Court.

Termination: Either party may terminate with 30 days written notice. COUNTY may terminate immediately for violation of law or failure to maintain license/insurance.

INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless Tyler County, its officials, and employees from any claims arising from CONTRACTOR'S negligence or willful misconduct in performance of this Agreement.

INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor. No employer-employee relationship is created.

ENTIRE AGREEMENT

This document constitutes the entire agreement. Any amendments must be in writing and approved by Tyler County Commissioners Court.

TYLER COUNTY, TEXAS

By:

Tyler County Judge

Date: _____

Attest: _____ Date: _____
Tyler County Clerk

CONTRACTOR/FUNERAL HOME

By: _____ Date: _____

Name: _____

Title: _____