



March 6 2012  
18A

February 2, 2012

Ann Werlein  
301 Jackson St.  
Richmond, TX 77469

Dear Ms. Werlein,

Please find enclosed two originals: First Amendment of the UTMB / Fort Bend County Agreement. This amendment is necessary to correct the charges for the services provided in the Fees and Payment section. On the previous agreement, we failed to update the amounts to correspond to the charges in effect for FY11. Please sign and date both originals and return them to me at the following address:

1.116 Keiller Bldg.  
301 University Boulevard  
Galveston, TX 77555-0609

Once the originals are signed at UTMB, I will return a fully executed original to you. Please contact me if you have any questions or concerns regarding the contract. I apologize for the initial mistake and the extra work this has created.

Sincerely,

Barbara H. Petit

Enclosure

COUNTY JUDGE  
RECEIVED  
FEB 7 2012

**FIRST AMENDMENT OF AGREEMENT  
FOR AUTOPSIES AND RELATED SERVICES**

This First Amendment of Agreement for Autopsies and Related Services ("Amendment") is made and entered into by and between **The University of Texas Medical Branch at Galveston**, an institution of The University of Texas System, which is an agency of the State of Texas, for and on behalf of its Department of Pathology ("UTMB"), and **Fort Bend County, Texas** ("County"), effective September 1, 2011, regardless of the date of execution.

**RECITALS**

A. UTMB and County (the "parties") entered into that certain Agreement for Autopsies and Related Services (the "Agreement") effective September 1, 2011, wherein UTMB agreed to provide certain medical examiner services to County as more specifically described in the Agreement.

B. The parties incorrectly listed the fee amounts for full and external view autopsies.

C. UTMB and County now wish to enter into this Amendment to: (a) correct the compensation provision to properly reflect the fee and payment amounts previously agreed to by the parties but incorrectly listed in the Agreement; and (b) ratify the terms of the Agreement as provided herein.

**AGREEMENT**

For and in consideration of the terms and conditions set forth herein, and for other good and valuable consideration, the parties hereby agree to amend the Agreement as follows:

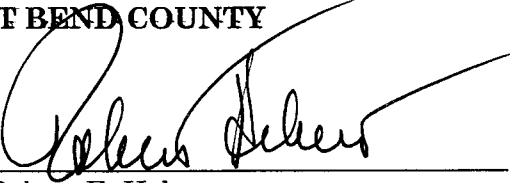
1. Section 2.1 of the Agreement is hereby deleted in its entirety and replaced by the following:

2.1 **Fees and Payment.** During the term of this Agreement, the COUNTY shall pay UTMB the sum of **\$2,244.00** for each full autopsy performed and **\$740.00** for each external view autopsy performed, due and payable within thirty (30) days of receipt of invoice by COUNTY. The full autopsy fee includes the autopsy, report, toxicology screen if required, routine slides and histology, routine x-rays if required, pathologist consultation and court testimony. Any complicated, non-routine testing such as, but not limited to, non-routine toxicology, non-routine radiographic studies, trace elements and dental work, shall be charged to the COUNTY at UTMB's cost.

2. **RATIFICATION AND DEFINED TERMS.** Except as amended or modified by this Amendment, the Agreement shall continue in full force and effect. UTMB and County each hereby ratify, affirm, and agree that the Agreement, as herein modified, represents the valid, binding, and enforceable obligations of UTMB and County, respectively. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern. Except as otherwise defined in this Amendment, each of the terms used herein shall have the same meaning assigned to such terms in the Agreement.

IN WITNESS WHEREOF, County and UTMB have caused this Amendment to be executed by their authorized representatives, effective as of the year and date first above written.

**FORT BEND COUNTY**

By:   
Robert E. Hebert  
County Judge

**THE UNIVERSITY OF TEXAS  
MEDICAL BRANCH AT GALVESTON**

By: \_\_\_\_\_  
William R. Elger, CPA  
Executive Vice President,  
Chief Business and Finance Officer

Date: 3-6-2012

Date: \_\_\_\_\_

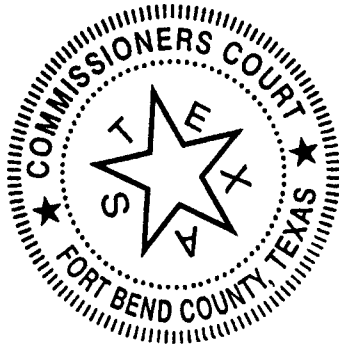
Content Reviewed: \_\_\_\_\_

ATTEST:


  
Dianne Wilson, County Clerk

By: \_\_\_\_\_  
Rex McCallum, M.D., FACP, FACR  
Vice President, Chief Physician  
Executive

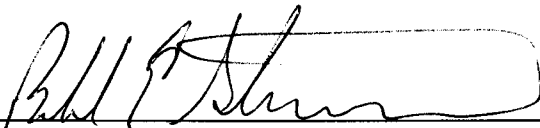
Date: \_\_\_\_\_



Auditor's Certificate

\$340,000.00 

I hereby certify that funds are available to pay the obligations of Fort Bend County.

  
Ed Sturdivant, Fort Bend County Auditor