

**State of Texas** §  
§  
**County of Galveston** §

**Interlocal Cooperation Agreement by and between  
The University of Texas Medical Branch at Galveston and the County of Galveston  
Relating to the Galveston County Medical Examiner's Office**

This Interlocal Cooperation Agreement (Agreement) is made and entered into by and between The University of Texas Medical Branch at Galveston (UTMB), an institution of The University of Texas System, an agency of the State of Texas, for and on behalf of its Department of Pathology, and the County of Galveston, Texas (County), each of whom is a Party hereto and who are collectively referred to herein as the Parties.

**Whereas**, the County, in accordance with Article 49.25 of the Texas Code of Criminal Procedure (“Article 49.25”) has established, maintained, and is authorized to provide for the continued maintenance of the Office of the Galveston County Medical Examiner;

**Whereas**, at the time of the execution of this Agreement, the person appointed as the Medical Examiner is Erin A. Barnhart, M.D., a physician licensed by the Texas Medical Board who is Board Certified by the American Board of Pathology in Forensic and Anatomic Pathology and has extensive training and experience in pathology, toxicology, histology, and other medico-legal services;

**Whereas**, the County wishes to enter into an agreement with UTMB to facilitate the continued operation and maintenance of the Galveston County Medical Examiner's Office;

**Whereas,** UTMB operates a hospital and multiple branch medical facilities located within Galveston County;

**Whereas,** UTMB is an institution of higher education or university system as defined in Section 61.003 of the Texas Education Code;

**Whereas,** UTMB employs faculty physicians and staff physicians specializing in pathology services in its Department of Pathology who are qualified to meet the statutory requirements for appointment as a Medical Examiner under Article 49.25 of the Code of Criminal Procedure (UTMB Faculty Physicians);

**Whereas,** UTMB desires to facilitate the operation and maintenance of the Galveston County Medical Examiner's Office and has facilities and qualified faculty physicians, staff physicians, and personnel for such services;

**Whereas,** physicians are authorized to make determinations of death and perform autopsies;

**Whereas,** the present Medical Examiner and Deputy Medical Examiners are also faculty or staff physicians employed by UTMB;

**Whereas,** by the approval of the Commissioners Court, Deputy Medical Examiners perform postmortem pathology services within the Galveston County Medical Examiner's Office and such persons are all physicians licensed by the Texas Medical Board and have extensive training and experience in pathology, toxicology, histology, and other medico-legal services;

**Whereas,** the present Medical Examiner and Deputy Medical Examiners are all physicians licensed by the Texas Medical Board with their licensures in good standing;

**Whereas,** the Interlocal Cooperation Act, codified as Chapter 791 of the Texas Government Code, authorizes local governments to contract with other local governments, institutions of higher education, university systems, and agencies of the State of Texas in accordance with its provisions;

**Whereas,** the Parties to this Agreement are local governments, agencies of the State of Texas, institutions of higher education, or university systems within the meaning of Chapter 791 of the Texas Government Code; and

**Whereas,** the Parties hereto wish to enter into an agreement to facilitate the funding and continued operation of the Galveston County Medical Examiner's Office.

**Now therefore,** it is mutually agreed by and between the Parties as follows:

### **Article III. Appointment, Removal, and Related Matters on Medical Examiner, Deputy Medical Examiners, and Associated Personnel**

#### **3.1 County Appointment Authority.**

- a. **Medical Examiner.** In accordance with Article 49.25, the County, acting by and through its Commissioners Court, has heretofore established the Office of the Galveston County Medical Examiner. In accordance with such authority, the Commissioners Court has appointed a UTMB Faculty Physician as the Medical Examiner and such person satisfies the requirements of Article 49.25. The present Medical Examiner appointed by the Commissioners Court is identified on **Exhibit A** of this Agreement; any change in the person so appointed shall not constitute, nor require, an amendment to this Agreement. The Commissioners Court is authorized to make subsequent appointments and removals of the Medical Examiner, as such actions are authorized under State law, through which the appointment and removal power of the Medical Examiner is vested solely in the Commissioners Court, the governing body of the County. No person may serve as the Medical Examiner unless and until such appointment has been made by the Commissioners Court. Provided that any subsequently appointed Medical Examiner is a UTMB Faculty Physician, the removal or appointment of the Medical Examiner shall not affect this Agreement or any amendment hereto.

The County shall notify UTMB a reasonable period of time before considering a change in appointment to the Office of Medical Examiner. If the Commissioners Court appoints a person to the Office of Medical Examiner who is not a UTMB Faculty Physician, this Agreement shall immediately terminate. In the event of such a termination, the County shall be solely responsible for contracting directly with the Medical Examiner and for arranging for the direct payment of the costs of such office on and from the date of termination.

- b. **Deputy Medical Examiners.** The appointment or removal of any person as a Deputy Medical Examiner requires the approval of the Commissioners Court. The current physicians appointed and approved as Deputy Medical Examiners are set forth on **Exhibit B** of this Agreement. No person may perform any services as a Deputy Medical Examiner unless and until such approval has been granted by the Commissioners Court.

#### **3.2 Appointment and Removal Process on Medical Examiner and Deputy Medical Examiners.**

- a. **Medical Examiner.** The Medical Examiner may also be referred to as the Chief Medical Examiner. The UTMB Faculty Physician serving as the Medical Examiner shall be licensed as a physician, and in good standing, with the Texas Medical Board, and shall, to the greatest extent possible, be board certified in the field of Forensic Pathology by the American Board of Pathology. The Medical Examiner shall have extensive training and experience in pathology, toxicology, histology, and other medico-legal services.
- b. **Deputy Medical Examiners.** Each and every UTMB Faculty Physician serving as a Deputy Medical Examiner shall be licensed as a physician, and in good standing, with the Texas Medical Board, and shall, to the extent possible, be board certified or board eligible in the field of Forensic Pathology by the American Board of Pathology. The County may waive the requirement for Forensic Pathology certification for the Deputy Medical Examiners in the event such a waiver becomes essential for UTMB to provide sufficient staff physicians. The Deputy

Medical Examiners shall have substantial training and experience in pathology, toxicology, histology, and other medico-legal services.

- c. **County Designation of Contract Administrator.** The County, by and through its Commissioners Court, shall designate a County employee to serve as Contract Administrator ("Contract Administrator") for this Agreement by no later than thirty (30) calendar days after the County's execution of this Agreement and shall notify UTMB and the Medical Examiner of this designation expeditiously thereafter. The Contract Administrator shall serve as the County's liaison with UTMB for the administration of this Agreement, including but not limited to, the appointment and removal of the Medical Examiner or Deputy Medical Examiners, as applicable, by the Commissioners Court. The Contract Administrator is the Legal Services Manager -Veronica Van Horn.

d. **Appointment Process.**

- 1.) Information on Proposed Appointee. UTMB shall provide the Contract Administrator with the following information, at minimum, for each physician that UTMB and/or the Medical Examiner recommend for appointment as Medical Examiner or Deputy Medical Examiner, as applicable, or that the County requests for such appointment: i.) curriculum vitae; ii.) proof of current licensure as a physician by the Texas Medical Board; iii.) copy of current, or pending, employment contract between UTMB and the UTMB Faculty Physician; iv.) current contact information on such person, including electronic mail (email) address and direct phone extension/number; v.) completed questionnaire promulgated by Galveston County, and which may be amended from time to time, for the purpose of identifying the person's past consulting and testimony activities and potential conflicts of interest; and vi.) a completed and executed Acknowledgment of Interlocal Cooperation Agreement by Person Proposed for Appointment that is attached hereto as **Exhibit C** ("**Acknowledgement of Agreement**").
- 2.) Review of Candidates. UTMB shall provide the foregoing information to the Contract Administrator in sufficient time to afford the County a reasonable opportunity to review proposed candidates prior to the placement of the consideration of the appointment/approval on the Commissioners Court agenda. The County, at its sole discretion, may interview any person(s) proposed for appointment as Medical Examiner and/or Deputy Medical Examiner and contact any references listed by the proposed appointee and perform such other due diligence as the County may determine to evaluate the proposed appointee.
- 3.) Commissioners Court Approval Required. The County's appointment of the person to serve as Medical Examiner or approval to serve as Deputy Medical Examiner, as applicable, must be obtained solely by and through the Commissioners Court. The County shall promptly place consideration of the person's appointment on the Commissioners Court's agenda. The Commissioners Court's approval of appointment must be issued before the person performs any services within the Galveston County Medical Examiner's Office, including those of Medical Examiner or Deputy Medical Examiner, as applicable. No person may hold himself/herself out as a Medical Examiner or Deputy Medical Examiner, as applicable, unless and until such appointment and approval has been made by the Commissioners Court.



- 4.) Familiarity with Agreement and Acknowledgment. UTMB shall provide each UTMB Faculty Physician performing services pursuant to this Agreement with a copy of this Agreement. The UTMB Faculty Physician shall acknowledge receipt of the Agreement and shall agree to be bound by the all provisions herein by signing, dating, and returning the Acknowledgment of Agreement that is attached hereto as **Exhibit C** as part of the appointment process set forth in Section 3.2(d)(1), (2) above. Subsequent to full execution of this Agreement, the Medical Examiner and all Deputy Medical Examiners shall each promptly complete and execute an Acknowledgement of Agreement and submit same to the Contract Administrator. If there is a vacancy in the Contract Administrator position, then the completed and executed Acknowledgment of Agreement must be submitted to the Chief Financial Officer, who is the director of the Professional Services Department and this position is also the County Budget Officer (the "Budget Officer). The failure of any person to provide the County with the executed Acknowledgement of Agreement within ten (10) business days after the full execution of this Agreement shall be grounds for the Commissioners Court to remove such person from their appointment as Medical Examiner or Deputy Medical Examiner, as applicable.
- 5.) Oath and Anti-Bribery Statement. Subsequent to the Commissioners Court's appointment of the UTMB Faculty Physician as Medical Examiner or Deputy Medical Examiner, as applicable, UTMB shall facilitate the prompt execution of the Oath and Anti-Bribery Statement by each person so appointed that is attached hereto as **Exhibit D** and the prompt provision of the executed Oath and Anti-Bribery Statement back to the Contract Administrator. The executed Oath and Anti-Bribery Statement must be returned to the Contract Administrator before the UTMB Faculty Physician so appointed performs any services within the Galveston County Medical Examiner's Office; if the Contract Administrator has not been designated, then the Oath and Anti-Bribery Statement must be submitted to the Budget Officer. The Contract Administrator or the Budget Officer, as applicable, shall then promptly file the Oath and Anti-Bribery Statement in the Galveston County Clerk's Office.
- 6.) Requirement for UTMB Faculty Physicians. The Commissioners Court shall consider only UTMB Faculty Physicians for appointment as the Medical Examiner or Deputy Medical Examiner, as applicable, subject to the limitations stated within this Article III, Section 3.1 or 3.2 of this Agreement or elsewhere within this Agreement.

**e. Office Management & Removal Process.**

- 1.) Cooperation in continued functioning of Medical Examiner's Office. The County has agreed to utilize UTMB Faculty Physicians. In respect of the respective legal duties and obligations that each Party has with regard to the UTMB Faculty Physician appointed as the Medical Examiner and the UTMB Faculty Physicians appointed as Deputy Medical Examiners, the Parties agree to work in good faith to facilitate the continued functioning of the Medical Examiner's Office. Communication on issues of appointment, evaluation, and removal is critical to the continued provision of services by the Galveston County Medical Examiner's Office. To this end, if UTMB becomes aware of any material information relating to the performance of duties on behalf of the Medical Examiner's Office by the

Medical Examiner, a Deputy Medical Examiner, or other persons working within the Medical Examiner's Office, that would reasonably create concern for the County relating to the operation of such office, UTMB shall communicate to the Commissioners Court's authorized designee, the Contract Administrator, or to the Budget Officer if the Contract Administrator has not been designated, the factual basis for such concerns and cooperate with the County to the extent the County conducts a review. Additionally, UTMB and the County agree to conduct at least bi-yearly meetings regarding issues relevant to the Medical Examiner's Office. UTMB shall consider any issues raised by the County in the course of such meetings in the evaluation of the UTMB Faculty Physicians performing services under this Agreement.

2.) Loss of Status as UTMB Faculty Physician.

- a.) UTMB acknowledges that the Commissioners Court has the exclusive authority for the appointment of the Medical Examiner, as well as the approval of the Deputy Medical Examiners because the Medical Examiner's wish to employ persons as Deputy Medical Examiners is subject to approval by the Commissioners Court.
- b.) In the event a UTMB Faculty Physician appointed as the Medical Examiner or Deputy Medical Examiner loses their status as a UTMB Faculty Physician, that shall not affect a removal of the person from their appointment as the Medical Examiner or Deputy Medical Examiner, as applicable, unless and until a removal action is taken by the Commissioners Court. Upon receiving notice that the individual physician appointed by the County as Medical Examiner has lost his/her status as a UTMB Faculty Physician, the County will promptly (within 30 days) notify UTMB whether it intends withdraw or maintain such individual as the County Medical Examiner, provided however, that if the UTMB removal qualifies as an emergency or urgent public necessity under the Open Meetings Act as determined by the Commissioners Court, then the County shall consider such removal action at the earliest reasonable opportunity. Upon UTMB's receipt of the County's determination that the County will maintain such individual as the Medical Examiner notwithstanding the individual's loss of UTMB Faculty Physician status, this Agreement shall immediately terminate and the County shall be directly responsible for the costs associated with the Medical Examiner's Office on and from the date of termination. UTMB shall not be responsible for the Medical Examiner's salary or other expenses once he/she has ceased to be a UTMB Faculty Physician, unless provided otherwise in the contract between UTMB and the UTMB Faculty Physician.
- c.) UTMB shall notify the Contract Administrator of any pending change in the Medical Examiner's status as a UTMB Faculty Physician and any pending change in a Deputy Medical Examiner's status as a UTMB Faculty Physician within a reasonable period prior to such change in status. Such notice shall include candidates that UTMB has recommended to replace the individual(s) serving in the affected role(s) that meet the relevant requirements of Article 49.25 and this Agreement. In the event the change in UTMB Faculty Physician status is a change instituted by UTMB, then "a reasonable period prior to such change in status" means within two (2) business days after UTMB's issuance of notice to the UTMB Faculty Physician or the business day before the end

date of the person's change of UTMB Faculty Physician status, *whichever occurs earlier*. For purposes of this Agreement, notice by UTMB to the UTMB Faculty Physician affecting a pending change in status of such UTMB Faculty Physician shall be defined to include the correspondence that UTMB generates to the UTMB Faculty Physician of UTMB's intent to not renew the yearly (or otherwise) contract with the UTMB Faculty Physician or such other correspondence apprising the UTMB Faculty Physician of this change. In the event the change in UTMB Faculty Physician status is instituted by the UTMB Faculty Physician, then "a reasonable period prior to such change in status" means within five (5) business days after UTMB's receipt of correspondence from the UTMB Faculty Physician that the Physician is resigning, retiring, quitting, or otherwise leaving UTMB or the business day before the end date of the person's change of UTMB Faculty Physician status, *whichever occurs earlier*.

- d.) In the event a Deputy Medical Examiner's status as a UTMB Faculty Physician is terminated, regardless of whether the termination is voluntary or involuntary, wherein that Deputy Medical Examiner also was certified in Forensic Pathology by the American Board of Pathology, UTMB shall recommend a physician who meets the requirements of Article 49.25 and this Agreement for consideration by the Commissioners Court.
- e.) In the event a Deputy Medical Examiner's status as a UTMB Faculty Physician is terminated, regardless of whether the termination is voluntary or involuntary, wherein that Deputy Medical Examiner was not certified in Forensic Pathology by the American Board of Pathology, then both UTMB and the County agree to confer with the Medical Examiner to assess whether a new appointment is necessary for the continued provision of services by the Medical Examiner's Office.

**3.3 Use of Resident Physicians.** In recognition of UTMB's status as a reputable medical school and provider of graduate medical education and in the furtherance of comprehensive training of future board-certified pathologists, the Parties agree that resident physicians doing their pathology residency at UTMB ("Residents") may be used to assist the Medical Examiner in the performance of the Medical Examiner's duties. However, no Resident shall be permitted to perform an autopsy on a decedent when there is a reasonable likelihood that the decedent was a crime victim. No Resident shall be permitted to perform an autopsy outside the presence and direct supervision of the Medical Examiner or a Deputy Medical Examiner. As well, should a Resident begin an autopsy on a decedent and, during the course of the autopsy, discover the decedent to be a likely victim of a crime, the Resident will immediately cease operations and notify the Medical Examiner, in order that the Medical Examiner or a Deputy Medical Examiner might both review the findings of the Resident prior to such discovery and the Medical Examiner or Deputy Medical Examiner, as applicable, shall continue the autopsy. In addition, the Criminal District Attorney or District Attorney, as applicable, of the county in which the crime victim was found will be notified immediately of such discovery.

**3.4 Support Staff.** UTMB shall provide the personnel necessary, in the reasonable professional judgement of the Medical Examiner, for the proper performance of the duties imposed on the Medical Examiner's Office under State law, including without limitation, Article 49.25. Such

persons may include trained technicians, officers, investigators, and clerical and administrative employees. UTMB is permitted to contract with third parties to act as Field Investigators.

### **3.5 Restrictions on Outside Work.**

- a. UTMB Policies and Procedures. The Medical Examiner, each Deputy Medical Examiner, and all other UTMB employees employed within the Medical Examiner's Office remain subject to UTMB's Institutional Handbook of Operating Procedures and such other policies and procedures that UTMB has promulgated for its employees and physicians.
- b. Prohibition within Galveston County. The Medical Examiner and each Deputy Medical Examiner is prohibited from furnishing medical, consulting, expert witness, or other services outside of the Medical Examiner's Office in any legal proceeding relating to a death that falls within the jurisdiction of the Medical Examiner. UTMB shall provide training to its UTMB Faculty Physicians serving as the Medical Examiner and/or Deputy Medical Examiner relating to this requirement and its importance to the functioning of the justice system in Galveston County. This prohibition is a material term of the respective person's continued employment or retention within the Medical Examiner's Office and a violation of this prohibition shall result in the immediate termination of the person's employment or retention within the Medical Examiner's Office, and shall be grounds for the removal of appointment by the Commissioners Court. Notwithstanding the foregoing, for clarification, the prohibition in this Section 3.5(b) does not apply to unpaid consultation with other medical examiner offices or governmental entities.
- c. Restriction outside Galveston County. The Medical Examiner and each Deputy Medical Examiner is prohibited from furnishing medical, consulting, expert witness, or other services relating to a death in which criminal charges are pending or reasonably anticipated or a criminal investigation is being conducted that is outside the jurisdiction of the Medical Examiner unless (i) such medical, consulting, expert witness or other service relates to that Medical Examiner or Deputy Medical Examiner's prior role as a medical examiner or deputy medical examiner in that jurisdiction, or (ii) they first obtain the express written consent of the County acting by and through its Contract Administrator. Such consent shall not be unreasonably withheld. This restriction is a material term of the respective person's continued employment or retention within the Medical Examiner's Office and a violation of this prohibition may result in the immediate termination of the person's employment or retention within the Medical Examiner's Office and grounds for removal of appointment by the Commissioners Court. Notwithstanding the foregoing, for clarification, the restriction in this Section 3.5(c) does not apply to unpaid consultation with other medical examiner offices or governmental entities.
- d. Integrity of the Office. The Parties acknowledge that the provisions within this Article III, Section 3.5, are necessary in maintaining the credibility of the Medical Examiner's Office in the performance of its official duties.

## **Article IV. Autopsy Records**

**4.1 Storage.** Regardless of where the autopsy is performed, records of all written Medical Examiner's Office autopsy reports, laboratory tests and reports, data, documents, x-rays, photographs, field

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investigator reports, correspondence, magnetic recordings, or other tangible items from which a record may be accurately reproduced (“Autopsy Records”) will be stored in the Medical Examiner’s Office building as needed for immediate accessibility, and only as space allows. County will provide secure, climate controlled, off-site storage for all such Autopsy Records to which immediate accessibility is not needed or that exceed the storage capacity of the Medical Examiner’s Office. To facilitate optimal utilization of space in the Medical Examiner’s Office, Autopsy Records that are not needed for current usage by the Medical Examiner’s Office shall be promptly stored off-site and physical evidence, including without limitation personal property of the decedent held by the Medical Examiner’s Office, that is no longer required by the Medical Examiner’s Office shall be promptly returned to the law enforcement agency conducting the criminal investigation unless the Criminal District Attorney’s Office requests the evidence to be provided to the Criminal District Attorney’s Office. UTMB shall advise the County when there is a need for such storage and shall make written request to the County for such storage as necessary for UTMB to comply with its obligation under this Agreement to maintain the Medical Examiner’s Office building and facilities in a clean, neat, and orderly condition.

- 4.2 Records Management.** The Medical Examiner is responsible for the managing, tracking, and preserving, on behalf of County, of all record management and storage tasks relating to Autopsy Records and the personal property of the decedent in the Medical Examiner’s possession. The Medical Examiner shall perform record management tasks to preserve the records of all autopsies, laboratory tests, and other data produced during the term and any renewal term of this Agreement.
- 4.3 County access.** County shall have ready access to County Autopsy Records as required for the purpose of prosecuting criminal cases or defending civil cases. The Medical Examiner may retain copies of Autopsy Records for the Medical Examiner’s files.
- 4.4 Public Information Act requests.** Autopsy Records are available to the public in accordance with the Public Information Act, which is codified as Chapter 552 of the Texas Government Code, and in accordance with Article 49.25. County shall provide legal services to the Medical Examiner in responding to any and all requests for public information related to County autopsies and County Autopsy Records. If a request for information under the Public Information Act is served upon UTMB, UTMB will promptly reply to the Requestor that UTMB is not the Officer for Public Information for the requested information by utilizing the following statement:

“UTMB is in receipt of your request for information under the Public Information Act. However, your request is not properly served, as UTMB is not the Officer for Public Information for the information you have requested. To properly serve your request, it must be directed to the Galveston County Medical Examiner. The mailing and physical address for the Galveston County Medical Examiner is 1205 Oak Street, La Marque, TX 77568, and the facsimile number for the Galveston County Medical Examiner is (409) 770-5239.”

The County, acting through its Galveston County Criminal District Attorney’s Office (the “Criminal District Attorney”), shall work with the Medical Examiner’s Office to promptly review Public Information Act requests received by the Medical Examiner’s Office for deaths occurring within Galveston County and the associated requested information for deaths occurring within Galveston County. The Criminal District Attorney shall be responsible for any argument made to



the Texas Attorney General on such requests and, in the event the Attorney General's Office opines that information must be released, then the Criminal District Attorney shall be responsible for the subsequent release to the Requestor or for pursuing other legal actions in the event it wishes to continue to withhold requested information. The Medical Examiner shall immediately notify the Criminal District Attorney whenever a Public Information Act request is received requesting records relating to autopsies that are also being criminally investigated, in order to determine whether the Criminal District Attorney objects to the release of the requested information and which further affords the Criminal District Attorney the opportunity to intervene in the request to assert objection(s) to release. In the event the Criminal District Attorney objects to the release of requested information, the Medical Examiner shall cooperate with the Criminal District Attorney in seeking a decision from the Texas Attorney General about whether the information is excepted from disclosure. The legal services to be provided by the County in this event shall be performed by the Criminal District Attorney.

**4.5 Return of records.** At the date of expiration or early termination of this Agreement, the Medical Examiner shall release to County all Autopsy Records produced and maintained by the Medical Examiner. Should the Medical Examiner desire, the Medical Examiner may retain a copy of the Autopsy Records.

**4.6 Retention and Disposal.** The Medical Examiner shall retain records and evidence that is: 1.) required to be retained by law, and 2.) requested to be retained by the Criminal District Attorney. The Medical Examiner shall, from time to time, but not less than annually, inventory its records and evidence and dispose of those records and evidence not subject to required retention in accordance with rules promulgated by the Texas State Library and Archives Commission, Local Schedule PS. In conducting the disposal of records and evidence, the Medical Examiner shall, in sequential order: prepare a written inventory of the items proposed for disposal; provide the inventory to the Criminal District Attorney which shall then review the list and remove from the list those items that the Criminal District Attorney requests for continued retention; dispose of those items remaining on the list after the list's review by the Criminal District Attorney, and such disposal must be in accordance with requirements of the Texas State Library and Archives Commission, the Local Government Records Act, and all other applicable laws and regulations governing such disposal. The Medical Examiner shall prepare and maintain detailed records of the disposal, which shall include a description of the record/evidence disposed, the legal matter with which such record/evidence is associated, and the date and manner of disposal. Provided however, that disposal of evidence that is biological waste/specimen(s) is further discussed in Article VII of this Agreement.

**4.7 Records of private autopsies and views.** In the event the Medical Examiner or a Deputy Medical Examiner conducts private autopsies or Views through the Medical Examiner's Office, the records of such autopsies and Views shall be maintained and handled in accordance with legal requirements applicable to County records. The Medical Examiner is a County-appointed office authorized under State law, and records of all autopsies constitute County records. As such, UTMB and the Medical Examiner shall handle and maintain such records in accordance with requirements applicable to County records. Private Autopsies are further discussed in Article VIII of this Agreement, and defined in Section 8.1 of this Agreement.

## **Article V. Duties of the Medical Examiner**



**5.1 Provision of Medical Examiner Services.** Through its UTMB Faculty Physicians serving as the Medical Examiner and Deputy Medical Examiners and through its UTMB employees employed within the Medical Examiner's Office, UTMB shall furnish services in a manner consistent with the standard of care for the operation of a forensic pathology office. UTMB shall be responsible for ensuring that the UTMB Faculty Physicians and UTMB employees employed within the Medical Examiner's Office have sufficient time, expertise, and support committed to fulfilling the Medical Examiner's duties.

**5.2 Statutory Duties.** The Medical Examiner, in accordance with State and/or Federal law as applicable, performs the duties and assumes the responsibilities required of a medical examiner; compliance with State and/or Federal law as applicable means as the laws presently exist and as such, laws may be amended or enacted in the future. Laws prescribing duties and responsibilities to a medical examiner include, but are not limited to, the following statutory provisions and any implementing regulations or ordinances thereto:

Texas Code of Criminal Procedure, Article 49.25;  
Texas Family Code, Chapter 264 (relates to child fatality review and investigation);  
Texas Government Code, Chapter 552 (the Public Information Act);  
Texas Health and Safety Code, Chapter 81 (the Communicable Disease Prevention and Control Act);  
Texas Health and Safety Code, Chapter 88 (relates to childhood lead poisoning);  
Texas Health and Safety Code, Chapter 671, Subchapter B (relates to autopsy reports);  
Texas Health and Safety Code, Chapter 672 (relates to adult fatality review and investigation);  
Texas Health and Safety Code, Chapter 673 (relates to sudden infant death syndrome);  
Texas Health and Safety Code, Chapter 693 (relates to removal of body parts or tissue); and  
Texas Occupations Code, Chapters 151-160 (within the Medical Practice Act).

### **5.3 Autopsies.**

- a. Inquests and Autopsies. In accordance with Article 49.25, the Medical Examiner is authorized to conduct inquests, including without limitation, performing autopsies. Autopsies will be performed on victims of crime whose remains are discovered within Galveston County and on persons who die within Galveston County in circumstances requiring an autopsy and in accordance with Article 49.25, §§ 6, 9. If the Medical Examiner conducts an inquest hearing, the Medical Examiner shall make and keep complete and permanent records of all inquest hearings, which such records must include the information required under Article 49.15 of the Code of Criminal Procedure.
- b. Autopsy Report. In accordance with Article 49.25, § 9(a), if the cause of death shall be determined beyond a reasonable doubt, the Medical Examiner shall file a report thereof setting forth specifically the cause of death with the district attorney or criminal district attorney of the county in which the death occurred, and thus under this Agreement, with the Galveston County Criminal District Attorney. All autopsies shall determine the cause and manner of death to the extent such can be ascertained. The autopsies shall be completed and the subsequent reports generated as expeditiously as possible under the circumstances associated with the autopsy. If in the opinion of the Medical Examiner, an autopsy is necessary, or if such is requested by the

Criminal District Attorney, the autopsy shall be immediately performed by the Medical Examiner or a Deputy Medical Examiner.

- c. Limited Autopsy/View. In those cases where a complete autopsy is deemed unnecessary by the Medical Examiner to ascertain the cause of death, and unless requested otherwise by the Criminal District Attorney, the Medical Examiner may perform a limited autopsy involving the taking of blood samples or any other samples of body fluids, tissues or organs (“View”), in order to ascertain the cause of death or whether a crime has been committed.
- d. Documentation. Autopsies or Views shall be fully documented through the use of high-resolution digital photography and laboratory analysis of tissue and other samples deemed necessary by the Medical Examiner, or when requested by the Criminal District Attorney. Each autopsy or View, as applicable, shall be reduced to a written report setting forth the findings in detail that shall be filed with the Criminal District Attorney’s Office.
- e. Unidentified Persons. A postmortem examination on an unidentified person shall include the information required under Section 9(b) of Article 49.25.
- f. Requests from District Attorney. The Medical Examiner shall comply with any reasonable service request of the Galveston County Criminal District Attorney or any other district attorney or criminal district attorney for whom the Medical Examiner’s Office is providing services, including but not limited to requests to provide additional Deputy Medical Examiner participants in an autopsy, perform particular tests, or create additional documentation of a Medical Examiner’s Office’s investigation. The County shall be responsible for any reasonable costs associated with the additional participant, testing or documentation requests made by the County’s Criminal District Attorney.

**5.4 Location of performance of autopsy.** Generally, autopsies and Views will be performed in the Galveston County Medical Examiner’s Office building, which at the time of the execution of this Agreement is located at 1205 Oak Street, La Marque, TX 77568. If a person dies at UTMB or if in the opinion of the Medical Examiner the autopsy or View would be more effectively performed at UTMB, the autopsy or View may be performed at UTMB. Autopsies and Views performed at UTMB will be done at no additional cost to the County and will for all purposes under this Agreement, including funding formulas, be treated as if they had been done at the Medical Examiner’s Office building.

**5.5 CDPCA.** The Medical Examiner, in accordance with the requirements of the Communicable Disease Prevention and Control Act (CDPCA), codified at Chapter 81 of the Texas Health and Safety Code, shall report confirmed and suspected communicable diseases and reportable health conditions to the Executive Director of the Galveston County Health District (District), and will cooperate with the District’s health authorities and epidemiologists in public health investigations of reportable conditions.

**5.6 Use of accredited crime laboratory for forensic analysis.** In the event the Medical Examiner in the exercise of its discretion submits specimens to an outside laboratory for usage in criminal action(s), the Medical Examiner shall submit such samples only to a laboratory(ies) that is/are an accredited crime laboratory(ies) and in compliance with requirements of Article 38.35 of the Code

of Criminal Procedure, which such provisions require accreditation by the Texas Forensic Science Commission.

## **5.7 Court appearances.**

- a. Critical Function. Appearance during court hearings and trials is a critical function of the Medical Examiner's Office. The Medical Examiner and the Deputy Medical Examiners shall cooperate, to the full extent of the law, with the Criminal District Attorney, counsel retained to represent the County in civil suits, and with any law enforcement agency(ies) having jurisdiction over a given case.
- b. Court appearances. The Medical Examiner, or if appropriate, the Deputy Medical Examiners and/or field investigators, will appear as necessary during Grand Jury proceedings, depositions, court hearings, and trials in any civil or criminal Galveston County case ("proceedings"). Such appearances will be limited to those cases for which the Medical Examiner or Deputy Medical Examiner, as applicable, performed the autopsy or consulted on the autopsy, and to those cases in which the Field Investigator performed the field investigation in the case. The Criminal District Attorney and the County's retained counsel are each authorized to request such appearances. Whenever reasonably possible, the Medical Examiner or the Deputy Medical Examiner who performed the autopsy and the field investigator who performed the field investigation should be readily available for the criminal proceedings or proceedings involving the County.
- c. Fees for court appearances.
  - 1.) In accordance with Section 13A(a),(b) of Article 49.25, the Medical Examiner's Office is authorized to charge reasonable fees for services provided by the Medical Examiner's Office, including cremation approvals, court testimonies, consultants, and depositions, provided that the amount of the fees have been approved by the Commissioners Court of Galveston County. The fees may not exceed the amount necessary to provide the services. Notwithstanding the foregoing, and in accordance with Section 13A(c) of Article 49.25, no fee may be assessed against the Criminal District Attorney or a County office for such services. UTMB shall provide a list of such fees at least thirty (30) calendar days prior to proposed implementation of such fees to allow time for review and consideration by the Commissioners Court. UTMB shall provide the list to the Contract Administrator, or if no Contract Administrator has been designated by the Commissioners Court, then UTMB shall provide the list to the Budget Officer. The Contract Administrator or the Budget Officer, as applicable, shall expeditiously place consideration of the fees on the Commissioners Court agenda.
  - 2.) In the event of litigation where neither the County nor the State of Texas is a party to the cause of action, the Medical Examiner's Office may charge a reasonable and customary fee in connection with the Medical Examiner's participation in the proceeding, provided that the Commissioners Court has approved the fee in advance.
  - 3.) In the event the Criminal District Attorney or the County's retained counsel request the services of a fee based expert witness who is not or was not a UTMB Faculty Physician or

UTMB employee that performed services within the Medical Examiner's Office in a case, the County agrees to reimburse UTMB promptly for UTMB's actual and verified expenses related to procuring those services in the case; provided however that this authorization does not extend to or include an expert witness from the laboratory/entity providing post-mortem toxicology services. In the event the Medical Examiner has requested such laboratory/entity to provide post-mortem toxicology services and, at a later date, either the County's retained counsel or the Criminal District Attorney request the services of an expert witness from the provider of the post-mortem toxicology services, the County agrees to reimburse UTMB for such laboratory/entity's expert testimony up to a maximum of one thousand dollars (\$1,000) plus reasonable travel expenses in keeping with UTMB's travel policy per event or such other amount as the County and UTMB may mutually agree in advance of the provision of such services.

- 4.) In the event of litigation where the Medical Examiner or Deputy Medical Examiner, as applicable, who performed the autopsy is no longer a UTMB Faculty Physician, UTMB employee, or in any other way under a continued contractual or employment relationship with UTMB (collectively "Former Medical Examiner"), and the Criminal District Attorney requests the testimony of the Former Medical Examiner or Deputy Medical Examiner, as applicable, then the County shall pay the reasonable costs associated with obtaining such testimony as provided in **Exhibit C**; provided however, that the County must consent before those costs are incurred. Such fees are to be paid by the County to the Former Medical Examiner or Deputy Medical Examiner, as applicable. For clarity, this payment obligation of the County applies only to cases being prosecuted by the Galveston County Criminal District Attorney or cases involving the County of Galveston as a party and does not extend to other counties or other governmental entities. Pursuant to the terms of this Agreement and with no additional costs, UTMB shall offer the services of a currently UTMB-employed Medical Examiner or Deputy Medical Examiner to testify regarding the case of a Former Medical Examiner in lieu of the testimony services of the Former Medical Examiner should the County so request.

**5.8 Supervision within Medical Examiner's Office.** The Parties acknowledge and agree that the Medical Examiner shall supervise and direct the Deputy Medical Examiners, Residents, if any, and staff (including scientific experts, trained technicians, field investigators, and clerical/administrative personnel) performing services within the Medical Examiner's Office. Notwithstanding the foregoing, the Parties acknowledge and agree that the UTMB Faculty Physicians performing services hereunder and the remaining UTMB employees working within the Medical Examiner's Office remain subject to UTMB policies and procedures applicable to UTMB employees and UTMB Faculty Physicians.

**5.9 Professional Judgment.** The Parties acknowledge and agree that the Medical Examiner (including Deputy Medical Examiners when applicable) will perform all services and duties required of a medical examiner and exercise all discretionary powers in a manner consistent with the applicable canons of forensic medicine, professional ethics, and their best professional judgment.

**5.10 Field Investigations.** UTMB shall make arrangements to ensure that field investigators will be on call 24 hours a day, 365 days a year. The Medical Examiner, Deputy Medical Examiner, or a

field investigator will investigate the scene of every unattended death. At least one field investigator will be physically located on Bolivar Peninsula. If a vacancy arises in the position of field investigator stationed on Bolivar Peninsula, the County will assist UTMB in the recruitment of a replacement field investigator to be located on Bolivar Peninsula; until the replacement field investigator located on Bolivar Peninsula is retained or hired, as applicable, UTMB will provide on-call field investigators to respond to an unattended death(s) on Bolivar Peninsula.

- 5.11 Personal Property of Decedent.** UTMB shall make arrangements to ensure that personal property accompanying decedents to the Medical Examiner's Office is properly recorded and tracked. Decedents transported to the Medical Examiner's Office are sometimes accompanied with clothing, jewelry, watches, and other personal property that was on the decedent at the time of the decedent's death. The Medical Examiner's Office shall create a record documenting what personal property has come into the Medical Examiner's possession with each decedent and document the chain of custody. In the event the personal property relates to a criminal case, the Medical Examiner's Office shall promptly notify the investigating law enforcement agency so that the investigating law enforcement may promptly take possession of the evidence, which shall be documented in chain of custody. The Medical Examiner's Office shall also notify the Criminal District Attorney of the transfer of custody of the personal property and provide it with a copy of the chain of custody detailing the property and the property's transfer. In the event the personal property does not relate to a criminal investigation, the Medical Examiner's Office shall promptly release the personal property to the decedent's family or the funeral home that is taking possession of the body. The records documenting what personal property was with the decedent and subsequent transfer of the property shall be retained by the Medical Examiner's Office within its file on the decedent. The prompt transfer of custody of such personal property facilitates efficient utilization of storage space within the Medical Examiner's Office building and minimizes risk of loss.

## **Article VI. Medical Examiner's Building**

- 6.1 Building and Equipment.** County will provide its Medical Examiner's Office Building ("Building") located at 1205 Oak Street, La Marque, to the Medical Examiner, including the Medical Examiner's Deputies and staff. It is recognized that the Medical Examiner and Deputy Medical Examiners are UTMB Faculty Physicians, the staff are UTMB employees, and the Residents are likewise affiliated with UTMB. Thus, UTMB shall have a reasonable right of access for purposes of the management of its UTMB Faculty Physicians, UTMB employees, and UTMB Residents. County has heretofore furnished the equipment, furniture, and other items required by the Medical Examiner to perform the Medical Examiner's duties. UTMB has also provided equipment and items required by the Medical Examiner's Office. Upon request by the County, UTMB shall furnish an inventory of UTMB's equipment and items within the Building.
- 6.2 Utilities and Services.** County shall be responsible for payment of the following Building utilities and services: electricity, gas, water, sewer, normal refuse collection (excluding medical waste), telephone, and alarm monitoring systems. The County shall be responsible for the payment of janitorial services within the office/administrative area in the front of the Building. County will also be responsible for payment of storage costs and freezer alarm costs for specimens located within the Building.



- 6.3 Repairs.** County will be responsible for repairs and upkeep of the Building and parking lot. UTMB shall maintain the Building in an orderly, clean, and neat condition and shall be responsible for cleaning and janitorial of the areas of the Building that are not the office/administrative area. UTMB will advise the County of any deficiencies in janitorial services in the office/administrative area within the Building to enable the County to correct such deficiencies. UTMB will advise the County in writing of damage or disrepair to the Building to enable the County to correct such deficiencies.
- 6.4 Property damage.** County will obtain property damage insurance insuring the Building and contents in such amounts the County deems reasonable, including without limitation, that the County may self-insure the Building and contents.
- 6.5 County access.** County shall have such access to the Building as is reasonable and necessary to accomplish inspection, maintenance, and inventory of County-owned fixtures and other County-owned equipment and furnishings. UTMB and the Medical Examiner acknowledge that the County has a continued right of ingress, egress, and access to, from, and within the Building and parking lot.
- 6.6 UTMB systems and equipment.** UTMB shall provide computers and related software to utilize in the operation of the Medical Examiner's Office. Notwithstanding the foregoing, UTMB and the Medical Examiner acknowledge that records generated and stored on such systems relating to the Medical Examiner's Office are records of a County office and are to be treated in accordance with such status. UTMB may install such physical installations it sees fit so long as such installation does not damage the structural or environmental integrity of the Building.

## **Article VII. Human Remains and Medical Waste**

### **7.1 Transportation of Human Remains.**

- a. County transport. In the event the County needs to transport human remains, the County has a contract with a third party for such services. That contractor shall provide pick-up and handling of human remains from accident sites, homes, or other locations where death occurs or is discovered in Galveston County. The contractor will transport the remains to the Building when required to determine or investigate the cause of death. The contractor provides these services 24 hours a day, 7 days a week, including weekends and holidays. The Medical Examiner will provide the contractor with ready access to the Building in order to enable delivery of remains at any time of day. Third parties who utilize the services of the Medical Examiner's Office (i.e., other counties or governmental entities) shall provide their own transportation services. In no event shall the County be responsible for the transport of human remains for third parties, nor shall the County be responsible for the provision of any body bags, supplies, or materials necessary or incidental to transport of human remains for third parties.
- b. Medical Examiner authorization. Notwithstanding the foregoing, the Parties acknowledge and agree that no body shall be disturbed or removed from the position in which was found except in accordance Article 49.25 of the Code of Criminal Procedure.



**7.2 Compliance with storage, transport, and disposal laws and regulations, and prohibition on use for research.** The Medical Examiner will comply with all Federal and State laws and regulations regarding labeling, packaging, storing, transporting, tracking, and disposing of medical waste, other waste and human remains, samples and specimens generated by the Medical Examiner's Office. UTMB shall be responsible for and shall provide the services for the transport and disposal of medical waste, other waste and human remains, samples, and specimens generated by the Medical Examiner's Office under this Agreement. UTMB acknowledges that no human remains, samples, specimens, waste, or medical waste may be provided or used for science, research, experimentation, or like purpose, unless the prior written consent of the executor of the estate, executrix of the estate, or surviving family member of the decedent, as applicable, with the requisite legal authority to provide such consent has been obtained and copies of such written consent have been provided to the Contract Administrator.

**7.3 Specimen retainage.** Specimens that are retained greater than one year by the Medical Examiner as part of the standard competent practice of forensic pathology shall be disposed of at an interval determined by the Medical Examiner after consultation with the Criminal District Attorney to determine the need to continue to retain the specimens. In the retention and disposal of specimens, the Medical Examiner shall comply with Article IV, § 4.6 of this Agreement, including without limitation, that the Medical Examiner shall create and maintain logs and records describing the disposed specimens and showing that such specimens are disposed of in accordance with applicable State and/or Federal requirements and the terms of this Agreement.

#### **Article VIII. Non-County (Private) Autopsies**

**8.1 Private (or Non-County) Autopsies.** For purposes of this Agreement, the term "private autopsy" means an autopsy or View:

- a. performed for a county other than Galveston County;
- b. performed for a governmental entity other than a county;
- c. performed at the request of any individual or entity on an individual who died outside Galveston County; or
- d. performed on an individual who died within Galveston County whose death would not otherwise be investigated as required by the Texas Code of Criminal Procedure or other applicable State law.

**8.2 Private autopsy revealing criminal aspects.** In the event an autopsy or View reveals that criminal aspects may have caused the individual's death, the Medical Examiner shall immediately notify the District Attorney or Criminal District Attorney, as applicable, of the county in which the victim was found of such findings.

**8.3 Autopsies and Views for other counties or other governmental entities.** The Parties acknowledge and agree that UTMB has entered into and may hereafter enter into forensic services agreements, on behalf of its Department of Pathology, to perform autopsies and Views for other counties or other governmental entities or agencies wherein such autopsies and Views may be performed by a UTMB Faculty Physician acting as Medical Examiner or Deputy Medical Examiner. The Parties agree that UTMB may perform such services for other counties and other governmental entities so as long as UTMB employs sufficient personnel to adequately service

these additional counties and other governmental entities without adversely impacting the services to be provided to Galveston County and provided that UTMB obtains the prior consent of the Galveston County Commissioners Court to each such agreement. At the time of the execution of this Agreement, UTMB has such forensic pathology services agreements with Brazoria County, Fort Bend County, Matagorda County, and Montgomery County and Galveston County consents to these four named forensic pathology services agreements. No additional agreements with other counties or other governmental entities shall be entered into without County's consent, which will not be unreasonably withheld. The County recognizes that utilization of UTMB's forensic services by other counties creates economies of scale that can provide efficiencies that benefit the County. The County's consent to these or other agreements with other counties or other governmental entities or agencies may be revoked upon one hundred twenty (180) days' advance written notice to UTMB.

## **Article IX. Costs, Compensation, Financial Records**

### **9.1 Compensation**

- a. Compensation for services. For services performed by the Medical Examiner, Deputy Medical Examiner(s), and staff employed on their behalf, the County will pay UTMB in accordance with the terms of this Agreement. UTMB shall submit invoices to the County no more than monthly but no less than quarterly. Each payment shall be paid in accordance with provisions of Texas Government Code Chapter 2251, commonly called the Texas Prompt Pay Act. All payments shall be made payable to UTMB and mailed to the following:

The University of Texas Medical Branch at Galveston  
Post Office Box 4786-750  
Houston, Texas 77210-4786

- b. Determination of Costs.

- 1.) **Not to Exceed.** The maximum amount of compensation and reimbursement that may be paid hereunder by the County shall not exceed the maximum anticipated volume of autopsies and views for the County fiscal year multiplied by the current rate of charges for such services ("Annual Threshold Amount"), without an amendment to this Agreement as described herein. The Annual Threshold Amount during the Term of this Agreement shall be as follows for the respective fiscal year(s): FY26 \$1,151,000; and FY27 \$1,235,000. Provided however, that the Annual Threshold Amount is not a guarantee of payment of such amount in a given fiscal year as the Agreement is based on compensation per autopsy performed and per view performed. In addition, UTMB shall provide written notice to the County's Contract Administrator, or the Budget Officer in the event of a vacancy in the Contract Administrator position, when the compensation within the fiscal year hereunder reaches an amount equal to the Annual Threshold Amount minus \$100,000.00 (i.e., within \$100,000.00 of reaching the Annual Threshold Amount), at which time the Parties may choose to enter into an amendment to this Agreement based on the determination that additional funds beyond the Annual Threshold Amount are necessary in order for this Agreement to continue to be funded

through its term. Nothing herein shall obligate either Party to enter into such amendment. To the extent, the County does not agree to an Amendment, UTMB may terminate this Agreement on thirty (30) days' written notice. The County shall be responsible for the payment of services furnished by UTMB until the termination date, notwithstanding the Annual Threshold Amount.

**2.) Charges.** The County shall pay UTMB as follows:

**a.) Fiscal year 2026**

- i. The County shall pay Two Thousand Nine Hundred Twenty-Eight Dollars and No Cents (\$2,928.00) for each autopsy performed on behalf of Galveston County in fiscal year 2026; and
- ii. The County shall pay Nine Hundred Seventy-Three Dollars and No Cents (\$973.00) for each determination of death in which an autopsy is not performed in fiscal year 2026.

**b.) Fiscal year 2027**

- i. The County shall pay Three Thousand Forty-Five Dollars and No Cents (\$3,045.00) for each autopsy performed on behalf of Galveston County in fiscal year 2027; and
- ii. The County shall pay One Thousand Twelve Dollars and No Cents (\$1,012.00) for each determination of death in which an autopsy is not performed in fiscal year 2027.

**3.) Credits.**

**a.) UTMB shall credit the County as follows:**

- i. Autopsy credit. For each autopsy performed by the Medical Examiner's Office, UTMB shall pay to the County Two Hundred Dollars and No Cents (\$200.00) for each autopsy performed by the Medical Examiner's Office pursuant to its agreements with other governmental entities (excluding UTMB) or counties as described in Section 8.3 herein that is a full autopsy;
- ii. View credit. For each View performed by the Medical Examiner's Office, UTMB shall pay to the County Sixty-Two Dollars and No Cents (\$62.00) for each view performed by the Medical Examiner's Office pursuant to its agreements with other governmental entities (excluding UTMB) or counties as described in Section 8.3 herein that is not a full autopsy (i.e., wherein the determination of death was not made subsequent to a full autopsy); and
- iii. To the extent UTMB establishes other Medical Examiner Office services (beyond the autopsy and views) from any party other than the County, UTMB shall pay the County Ten Percent (10%) of all such payments UTMB receives for such services performed by or through the Medical Examiner's Office. Such additional services include, but are not limited to, cremation requests, laboratory testing, and other

technical services and reports generated through the Medical Examiner's Office, and expert witness testimony pursuant to its contracts with other governmental entities or counties as described in Section 8.3, to the extent UTMB receives separate payment for rendering such services by or through the Medical Examiner Office.

b.) **UTMB Payments Applied as Credits.** UTMB's payments to the County described in subsection 3(a)i-iii above shall be made to compensate the County for providing its Building and operational overhead in connection with the provision of such services and shall be due regardless of where autopsies are performed. Any autopsy or related death determination or medico-legal services performed, in whole or in part, by the Medical Examiner, Deputy Medical Examiner(s), and/or staff of the Medical Examiner's Office on behalf of other governmental entities (excluding UTMB) or counties shall be considered to have been performed by the Medical Examiner's Office. These payments are to be made by applying them as credits against the charges assessed to the County. Accordingly, UTMB shall bill the County on an itemized basis, and invoices shall show the itemization of charges, credits, and the net of charges to the County less the credits to the County. With respect to each charge to the County for an autopsy or view, UTMB shall furnish the decedent name, Medical Examiner record number, and date the autopsy or view, as applicable, was performed on the invoice for such charge.

c. **Catastrophic Event.** In the event of a natural disaster, man-made disaster, or other large-scale emergency resulting in mass fatalities, the Parties agree to work together to secure assistance to the extent commercially reasonable from neighboring county medical examiners, local physicians, or other entities capable of providing medical examiner services for deaths due to the natural disaster, man-made disaster, or large-scale emergency. Further, the Medical Examiner agrees that when the Medical Examiner's Office's resources are overwhelmed by such a mass-fatality event, the Medical Examiner shall request assistance from the federal disaster mortuary operational response teams (DMORT). The Parties acknowledge and agree this Agreement and the provision of medical examiner services must be paid for with current funds and thus is subject to the appropriation and/or allocation, as applicable, of funds by the County and by UTMB. Such a mass-fatality event is not within the current appropriation and/or allocation of funds. Notwithstanding the foregoing, as a pre-positioned contract, the County agrees to pay those additional reasonable and necessary costs incurred by UTMB to provide for the continued provision of medical examiner services in the response to and/or recovery from a natural disaster, man-made disaster, or other large-scale emergency resulting in mass fatalities.

**9.2 Annual reconciliation of expenses.** The Parties agree that this Agreement should be evaluated on an annual basis with regard to the expenses and revenues of the Medical Examiner's Office. The Parties agree that a goal of this Agreement is to ensure that the Medical Examiner's Office is operated, and UTMB is compensated for such operation, in a commercially reasonable manner. In light of this goal, the Parties agree to review expenses and revenues in the annual contract review. An accounting of the information required herein will be provided upon request to the Contract Administrator on a timely basis prior to the consideration of any renewal of this Agreement or any subsequent agreement; or, in the event a Contract Administrator has not been designated by the Commissioners Court, then the information shall be so provided to the Budget Officer.

**9.3 Financial records.** UTMB shall maintain the necessary financial records to support the expenditure of the funds paid by the County and the operation of the Medical Examiner's Office. UTMB shall maintain records of all revenues and expenses of the Medical Examiner's Office, the nature and quantity of services performed through the Medical Examiner's Office, the customers for whom such work was performed, and the terms and conditions under which such work was performed.

- a. Access. The County shall have the right of access to the financial records, copies thereof being sufficient, for budget, planning, and general management purposes. UTMB acknowledges that the Medical Examiner's Office is a statutorily created County office, and all records created, received, or maintained in connection with the operation of the Medical Examiner's Office must be made available to the members of the Galveston County Commissioners Court or their designees.
- b. Review and Audit. The County Auditor or the County Auditor's designee shall have the right to audit these records for up to three (3) years after the close of the County's 2026 fiscal year (September 30, 2026) or up to three (3) years after the closure of any subsequent County fiscal year that this Agreement relates to, whichever occurs later. The County shall examine the records during normal business hours (i.e., 8 a.m. to 5 p.m., Monday through Friday) at UTMB's primary business location or any other location within Galveston County that is more convenient to the County Auditor. Copies of any records will be provided to the County Auditor upon request at no charge. UTMB shall promptly (within ninety days of receipt of any auditor report from the County) respond to any discrepancies noted by the County Auditor.
- c. Retention and Right of Auditor under Major Disasters Expanded. Notwithstanding anything to the contrary herein including but not limited to the foregoing Subsection 9.3(b), the Parties agree that UTMB shall retain and afford the County Auditor, or the County Auditor's designee, the records associated with autopsies and views and their respective costs, performed on victims of any disaster that has been declared by the President of the United States as a major disaster under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, for at least ten (10) years from the closure of such disaster or as required by Federal law, whichever period is longer.

#### **9.4 Reporting.**

- a. Documentation related to costs. UTMB and the Medical Examiner shall provide the County with such information that is reasonably required by the County, acting by and through its Contract Administrator and/or its County Auditor, to make a factual determination regarding the financial and operational performance of the Medical Examiner's Office. Such information shall include, but is not limited to, providing the County Auditor with that portion of the UTMB approved budget relating to the Medical Examiner's Office and all anticipated costs and revenues thereunder. In the event the budget discloses any information that is not open under a general right of access, then UTMB may redact such information and provide a redacted copy to the County Auditor. This information will be provided to afford the County the opportunity to fulfill its obligations of funding of the Medical Examiner's Office in accordance with Article 49.25 of the Code of Criminal Procedure. To further satisfy this obligation, UTMB also shall

provide the County Auditor with the actual revenues and expenses at the end of the fiscal year during which services were performed within the Medical Examiner's Office; this obligation shall survive termination of this Agreement.

- b. Quarterly reporting. UTMB and the Medical Examiner shall provide upon request by County, acting through its Contract Administrator or Budget Officer, quarterly reports showing the autopsies and the Views performed in the immediately preceding three-month period. The quarterly report shall be provided to the County Auditor and to the Contract Administrator, or in the absence of a Contract Administrator then to the Budget Officer. Quarterly reporting shall, minimally, list: each autopsy performed the general scope of such autopsy (i.e., invasive autopsy, non-invasive determination of death, etc.), each View performed, and the information showing the name of each decedent, the Medical Examiner's record/file number associated with the decedent, and the respective entity for which the autopsy or View was performed. Required reporting shall begin on the expiration of the first quarter after the effective date of this Agreement and the obligation to continue such reporting shall survive the termination date of this Agreement until the reporting of the autopsies performed in the last quarter hereunder has been provided to the County.

#### **Article X. Remaining Terms and Conditions**

**10.1 Work Review.** UTMB shall review and control work-quality at the Medical Examiner's Office in a manner consistent with applicable national standards for operating a forensic medical office. The cases handled by the Medical Examiner's Office may be subject to privileged peer review by UTMB. UTMB acknowledges that legal confidentiality requirements associated with the criminal investigations conducted by the Medical Examiner's Office prohibit the dissemination of case information, including but not limited to autopsy records, to persons not directly participating in operating or directing the Medical Examiner's Office.

#### **10.2 Indemnification**

- a. Indemnification by County. To the extent authorized by the laws and Constitution of the State of Texas, County agrees to hold the State of Texas, the Board of Regents of The University of Texas System, UTMB, its officers, employees, and agents harmless from and indemnify each of them against any and all claims, actions, damages, suits, proceedings, judgments, and liabilities, excluding attorney fees, for personal injury, death, or property damage resulting from the acts or omissions of County or the County's officers, agents, or employees.
- b. Indemnification by UTMB. To the extent authorized by the laws and Constitution of the State of Texas, UTMB agrees to hold the County, its officers, employees, and agents harmless from and indemnify each of them against any and all claims, actions, damages, suits, proceedings, judgments, and liabilities, excluding attorney fees, for personal injury, death, or property damage resulting from the acts or omissions of UTMB or the UTMB's officers, agents, or employees.

**10.3 Insurance.** UTMB represents and warrants to County that UTMB shall maintain in full force and effect during the term of this Agreement self-funded professional liability coverage for the



Medical Examiner and Deputy Medical Examiners, which such coverage is known as The University of Texas System Medical Malpractice Self-Insurance Plan. Under no circumstances will the County be liable for an act of a UTMB Faculty Physician, UTMB physician, Resident, official, employee, or agent. Under no circumstances will UTMB be liable for an act of a County official, employee or agent.

- 10.4 **Force Majeure.** Neither UTMB nor County shall be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, material, or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, or any other cause not reasonably within the control of UTMB or County and which by the exercise of due diligence neither UTMB nor County is able, wholly or in part, to prevent or overcome. This provision shall not limit the Medical Examiner's duty to make every available effort to provide medical examiner services in the event of a natural or man-made disaster.
- 10.5 **Amendments.** This Agreement may be amended only by written instrument duly authorized and executed by each Party hereto.
- 10.6 **Notice.** Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice:

Notice to UTMB:

The University of Texas Medical Branch at Galveston  
Executive Vice President and Chief Financial Officer  
301 University Boulevard  
Route Number 0128  
Galveston, Texas 77555-0128

With copy to:

Assistant Director, Department of Pathology  
The University of Texas Medical Branch at Galveston  
301 University Boulevard  
1.116 Keiller Building  
Galveston, Texas 77555-0609

Notice to County:

Galveston County Judge  
Galveston County Courthouse  
722 Moody, Suite 200  
Galveston, Texas 77550

With copy to:

Chief Financial Officer/Budget Officer  
Galveston County Professional Services Department  
Galveston County Courthouse  
722 Moody, 3<sup>rd</sup> Floor  
Galveston, Texas 77550

- 10.7 **Term/Termination.** Regardless of the date of execution of this Agreement, this Agreement shall be in effect from September 1, 2025 through August 31, 2027, unless terminated earlier as provided herein. A Party may terminate this Agreement for any reason or for convenience by giving the other Party a minimum of ninety (90) days prior written notice of intent to terminate. In the event the County exercises its authority to revoke its previously granted consent to UTMB's contracts with other governmental entities or counties pursuant to Section 8.3 of this Agreement, UTMB shall have the right to terminate this Agreement upon giving a minimum of ninety (90) days prior written notice of intent to terminate.
- 10.8 **Assignment.** Neither Party may assign any of the rights or duties created by this Agreement without the prior written approval of the other Party.
- 10.9 **Governing law and venue.** This Agreement is governed by the laws of the State of Texas. Venue for any action arising out of this Agreement shall lie exclusively in Galveston County, Texas.
- 10.10 **Mediation.** Any disputes that may arise between the Parties as to any provision of this Agreement may be submitted to nonbinding mediation.
- 10.11 **Severability.** If any provision contained in this Agreement is held to be invalid by a court of competent jurisdiction for any reason, such invalidity shall not affect other provisions of this Agreement that can be given effect without the invalid provision, and to this end, the provisions of this Agreement are severable.
- 10.12 **Waiver.** No waiver of any default by the County in the performance of UTMB will constitute a waiver of any subsequent default.
- 10.13 **Independent Contractor.** UTMB recognizes that it is engaged as an independent contractor and acknowledges that County will have no responsibility to provide benefits that are associated with employee status. UTMB, in accordance with its status as an independent contractor, agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer or employee of the County, and that it will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the County, including but not limited to, unemployment insurance benefits, social security coverage, or retirement benefits.
- 10.14 **Earlier contract.** This Agreement replaces the agreement entered into between the Parties effective September 1, 2023 in its entirety.
- 10.15 **HIPAA Compliance.** County agrees to keep private and to secure any information provided by UTMB that is considered either Individually Identifiable Health Information (IIHI) by the

Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C.A. § 1320d through d-8 (HIPAA) and amended by the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act"), or Protected Health Information (PHI) as promulgated in 45 C.F.R. Part 164 (HIPAA Privacy Regulations) and 45 C.F.R. Part 142 (HIPAA Security Regulations). County agrees to only use and disclose PHI as required to perform the services outlined in this Agreement, which may include the proper management and administration of the Agreement and County may provide data aggregation services to the health care operations of UTMB. County will not use or further disclose PHI other than as permitted under this Agreement and County will use appropriate safeguards to prevent the use or disclosure of PHI for any reason other than as provided by the Agreement. County agrees to promptly notify UTMB of any use or disclosure of PHI not provided for in this Agreement. County agrees to notify UTMB of its corrective actions to cure any breaches as soon as possible. County understands that UTMB may terminate this Agreement immediately if County's actions are not successful in remedying the breach and UTMB may report the problem to the Secretary of Health and Human Services. County shall require any agents or subcontractors who receive PHI to be bound by the same restrictions and conditions outlined in this Agreement. County agrees to follow 45 C.F.R. §§ 164.524 (Access of Individuals to PHI), 164.526 (Amendment of PHI), and 164.528 (Accounting of Disclosures of PHI) of the HIPAA Privacy Regulations. County agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by UTMB available to the Secretary of Health and Human Services or UTMB for purposes of determining the County's compliance with the HIPAA Privacy Regulations. After County has completed working with or using PHI provided by UTMB, County agrees to return or destroy all PHI if feasible and if not feasible County agrees to continue to protect the PHI from wrongful uses and disclosures. If County decides to destroy PHI provided by UTMB under this Agreement, County will keep a record of the proper destruction or provide UTMB with notice and certification of proper destruction of PHI.

**10.16 Immunity Retained.** No Party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein. Each Party hereto specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.

**10.17 Current Revenue.** Each Party hereto agrees that all payments for the performance of governmental functions and services pursuant to this Agreement shall be made from current revenues.

**10.18 Authority to Bind.** Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all terms and provisions of this Agreement, and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.

**10.19 Entire Agreement.** This Agreement, which includes **Exhibits A, B, C, and D**, all of which are affixed hereto and incorporated herein for all purposes, constitutes the entire agreement between the Parties and no oral or written representation between the Parties made prior to or after the execution of this Agreement shall be given any force and effect unless reduced to writing herein.

10.20 **Headings.** The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

**Signature Page Follows**  
**Exhibits A, B, C, and D Follow Signature Page**  
**The rest of this page is intentionally left blank**

The foregoing Agreement is hereby **EXECUTED** by the Parties hereto in *triplicate counterparts*, each of which shall be deemed an original, to be effective as of the date specified herein.

**Galveston County:**

**The University of Texas Medical  
Branch at Galveston:**

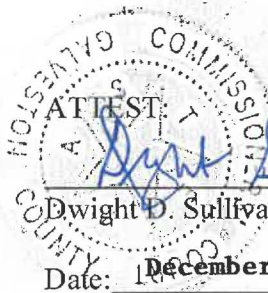
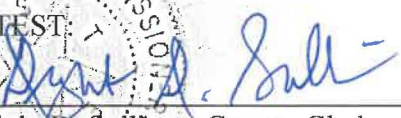
By:   
Mark Henry, County Judge

By: \_\_\_\_\_  
Jamie D. Bailey, MBA, CPA, CFE  
Executive Vice President and  
Chief Financial Officer

Date: December 8th, 2025

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

Content Review: \_\_\_\_\_

  
ATTEST:   
Dwight D. Sullivan, County Clerk  
Date: December 8th, 2025

By: \_\_\_\_\_  
Harshwardhan Thaker, M.D., Ph.D.,  
Professor and Chair *ad Interim*  
Department of Pathology

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

**EXHIBIT A**  
**of**  
**Interlocal Cooperation Agreement by and between**  
**The University of Texas Medical Branch at Galveston and the County of Galveston**  
**Relating to the Galveston County Medical Examiner's Office**

The Medical Examiner of Galveston County, Texas is:

Erin A. Barnhart, M.D., who was appointed as the Medical Examiner of Galveston County, Texas by the Commissioners Court of Galveston County, Texas on October 13, 2015 with such appointment to be effective on October 15, 2015, and who duly qualified on October 16, 2015.



**EXHIBIT B**  
**of**  
**Interlocal Cooperation Agreement by and between**  
**The University of Texas Medical Branch at Galveston and the County of Galveston**  
**Relating to the Galveston County Medical Examiner's Office**

The following persons are the Deputy Medical Examiners within the Galveston County Medical Examiner's Office at the time of the execution of this Agreement:

Paul J. Boor, M.D.

Gerald A. Campbell, M.D.

Michelle Felicella, M.D.

Hal K. Hawkins, M.D.

Jamie Kendrick, M.D.

Catherine Miller, M.D.

Juan P. Olano, M.D.

Monica Patel, D.O.

Billie M. Shine, D.O.

Harshwardhan Thaker, M.D., Ph. D.

David H. Walker, M.D.

Notwithstanding the foregoing, all persons appointed as Deputy Medical Examiner and the Medical Examiner must each submit a completed and executed Acknowledgment of Agreement within ten (10) business days after the full execution of this Agreement.

**EXHIBIT C**  
**of**  
**Interlocal Cooperation Agreement by and between**  
**The University of Texas Medical Branch at Galveston and the County of Galveston**  
**Relating to the Galveston County Medical Examiner's Office**

Exhibit C is the Acknowledgment of Interlocal Agreement by Person Proposed for Appointment as Galveston County Medical Examiner or Deputy Medical Examiner, and follows beginning on the immediately following page.

State of Texas

§

[Exhibit C]

County of Galveston

§

§

**Acknowledgment of Interlocal Cooperation Agreement by Person Proposed for Appointment  
as Galveston County Medical Examiner or Deputy Medical Examiner – Page 1 of 2**

My name is \_\_\_\_\_. I am a physician licensed as such by the Texas Medical Board and such licensure remains current.

I am Board Certified by the American Board of Pathology in \_\_\_\_\_.

I am under current contract with the University of Texas Medical Branch at Galveston (UTMB) and am employed thereunder as a UTMB Faculty Physician within the Pathology Department at UTMB.

I have received a copy of the current “Interlocal Cooperation Agreement by and between The University of Texas Medical Branch at Galveston and the County of Galveston Relating to the Galveston County Medical Examiner’s Office” and have read and understand the agreement and agree to be bound by the all provisions therein.

If appointed to the position of the Galveston County Medical Examiner or Galveston County Deputy Medical Examiner by the Galveston County Commissioners Court, I agree to faithfully perform the services as such within the Office of the Galveston County Medical Examiner required under Article 49.25 of the Code of Criminal Procedure and other laws of the State of Texas and in accordance with the terms of the above mentioned agreement.

I acknowledge that the position of the Galveston County Medical Examiner and the position of Galveston County Deputy Medical Examiner each constitute a “public servant” under Texas law, and that State law restrictions applicable to public servants are applicable to the Medical Examiner, Deputy Medical Examiner, and the UTMB employees working within the Galveston County Medical Examiner’s Office, including without limitation, applicable provisions within Chapter 36 of the Texas Penal Code.

If appointed to the position of the Galveston County Medical Examiner or Galveston County Deputy Medical Examiner, I agree to promptly thereafter complete, execute, and return the Oath and Anti-Bribery Statement to the designated Contract Administrator for the County of Galveston.

If appointed to the position of Galveston County Medical Examiner or Galveston County Deputy Medical Examiner, I agree that my costs for testifying in any criminal or civil case related to my performance of the autopsy or view performed on a decedent as the Galveston County Medical Examiner or Galveston County Deputy Medical Examiner, and wherein the testimony is to occur after I leave the position of Galveston County Medical Examiner or Galveston County Deputy Medical Examiner, shall be limited to the reasonable food, lodging, and transportation costs incurred for such testimony, and my testimony fee shall be limited to a daily maximum of 0.6% of the gross annual

**[Exhibit C Continued]**

**Acknowledgment of Interlocal Cooperation Agreement by Person Proposed for Appointment  
as Galveston County Medical Examiner or Deputy Medical Examiner – Page 2 of 2**

salary that I received from UTMB at the time I left my position as Galveston County Medical Examiner or Galveston County Deputy Medical Examiner, as applicable; this daily testimony fee limitation includes the days of testimony as well as travel days to and from the place of the trial if applicable. I further agree to complete and file any documentation required by Galveston County to process this payment, which shall be made by Galveston County directly to me (for example, a vendor packet and W-9 may be required).

I acknowledge that the Galveston County Medical Examiner and each Galveston County Deputy Medical Examiner serve at the pleasure of the Commissioners Court of Galveston County, Texas.

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Signature

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Date of Signature

**EXHIBIT D**  
**of**  
**Interlocal Cooperation Agreement by and between**  
**The University of Texas Medical Branch at Galveston and the County of Galveston**  
**Relating to the Galveston County Medical Examiner's Office**

**Exhibit D, the Oath and Anti-Bribery Statement, follow on the next two pages**

STATE OF TEXAS

§

§

COUNTY OF GALVESTON

§

**OATH OF OFFICE**

(Pursuant to Tex. Const. art. XVI, § 1(a), amended 2001)

I, \_\_\_\_\_, M.D., do solemnly swear (or affirm), that I will faithfully execute the duties of the Office of the Medical Examiner of the County of Galveston of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

\_\_\_\_\_  
Signature of Affiant

Printed Name of Affiant: \_\_\_\_\_

Office to which appointed (initial correct position):

\_\_\_\_\_ Galveston County Medical Examiner

\_\_\_\_\_ Galveston County Deputy Medical Examiner

SWORN TO and SUBSCRIBED before me by \_\_\_\_\_, Affiant, on this the \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Signature of Person Administering Oath

(seal)

\_\_\_\_\_  
Printed Name of Person Administering Oath

\_\_\_\_\_  
Title



STATE OF TEXAS

§

§

COUNTY OF GALVESTON

§

**STATEMENT OF ELECTED/APPOINTED OFFICER**

(Pursuant to Tex. Const. art. XVI, § 1(b), amended 2001)

I, \_\_\_\_\_, M.D., do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

*Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Affiant

Printed Name of Affiant: \_\_\_\_\_

Office to which appointed (initial correct position):

\_\_\_\_\_ Galveston County Medical Examiner

\_\_\_\_\_ Galveston County Deputy Medical Examiner

SWORN TO and SUBSCRIBED before me by \_\_\_\_\_, Affiant, on this the \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Signature of Person Administering Oath

(seal)

\_\_\_\_\_  
Printed Name of Person Administering Oath

\_\_\_\_\_  
Title