

**AMENDMENT No. 5
TO JUNE 12, 2012 LETTER AGREEMENT BETWEEN
HEALTH MANAGEMENT ASSOCIATES, INC.
AND
NUECES COUNTY HOSPITAL DISTRICT**

This Fifth Amendment to the original Letter Agreement of June 12, 2012, as amended (the "Letter Agreement") by and between Health Management Associates, Inc. ("HMA") and Nueces County Hospital District ("NCHD"), a political subdivision of the State of Texas (the "Fifth Amendment"). The purpose of the Fifth Amendment is to amend the Projects Fees, Term of Agreement, and Classification of Invoiced Expenses sections of the Letter Agreement. The effective date of this Fifth Amendment shall be October 1, 2015 (the "Effective Date").

The HMA and NCHD are amenable to such an amendment and for and in consideration of the premises and the mutual covenants and undertakings herein contained, HMA and NCHD hereto agree as follows:

1. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

2. Amendment. The Letter Agreement shall be amended as follows:

A. Project Fees. The last sentence of the first paragraph of the Project Fees section shall be replaced to read as follows: "Project costs will not exceed the aggregate amount of four hundred fifty thousand dollars (\$450,000) during the twelve-month period commencing October 1, 2015 and ending September 30, 2016, inclusive of travel time and expenses, without prior written approval of NCHD's Administrator/Chief Executive Officer. It is customary for HMA to increase its rates annually on January 1 of each year; the increase typically does not exceed four (4) percent. NCHD will be notified in advance of any rate increases."

B. Term of Agreement. The first sentence of the Term of Agreement section shall read as follows: "This Letter Agreement shall commence June 13, 2012 and terminate September 30, 2016."

C. Classification of Invoiced Expenses. The text of the Classification of Invoiced Expenses section shall be replaced in its entirety to read as follows: "HMA shall classify and categorize all charges and expenses it submits in its invoices to NCHD under this Letter Agreement for the purpose of assisting NCHD in obtaining reimbursement for Anchor administrative activities from the Texas Health and Human Services Commission ("HHSC"), State of Texas, and/or the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services (collectively, the "Reimbursement Agencies"). HMA shall first categorize each of its charges and expenses it submits in its invoices to NCHD as allowable or non-allowable in accordance

with Attachment K of the Centers for Medicare and Medicaid Services Special Terms and Conditions document relating to administrative cost claiming for Anchor administrative costs for the Texas Healthcare Transformation and Quality Improvement Program, Title XIX No. 11-W-00278/6 (attached hereto) ("Administrative Cost Claiming Protocol") and the applicable rules and regulations issued from time to time by the Reimbursement Agencies. For any allowable charges and expenses, HMA shall second sub-categorize its charges and expenses by the specific administrative activities described in Section IV and other related sections of the Administrative Cost Claiming Protocol document, as may be amended from time to time. This obligation shall apply to all invoices issued by HMA to NCHD for services performed from October 1, 2012 through the present and henceforth to the conclusion of HMA's engagement with NCHD at the time of submission of HMA's final invoice."

3. Savings Clause. Except as expressly modified and amended by this Fifth Amendment, the Letter Agreement as previously amended, and all terms and provisions thereof are and shall remain in full force and effect on and subsequent to the Effective Date. In the event that any provisions of the Fifth Amendment irreconcilably conflict in a material manner with provisions in the original Letter Agreement, as amended, the provisions of the Fifth Amendment shall control on or after the Effective Date.

4. Counterparts. This Fifth Amendment may be executed in counterparts. Each executed counterpart of this Amendment will be deemed an original document, and all executed counterparts, together, will constitute one and the same Agreement.

IN WITNESS WHEREOF, the undersigned individuals on behalf of HMA and NCHD hereby attest that they are authorized to enter into this Fifth Amendment, and agree to all the terms specified herein to be effective as of the Effective Date.

Health Management Associates, Inc.

Nueces County Hospital District

By: Kelly Johnson

By: Jonny F. Hipp

Kelly Johnson
Vice President

Jonny F. Hipp, ScD, FACHE
Administrator/Chief Executive Officer

Date: 6/24/2015

Date: 06/24/2015

HMA Client #: 3695

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