

**AMENDMENT No. 9  
TO JUNE 12, 2012 LETTER AGREEMENT BETWEEN  
HEALTH MANAGEMENT ASSOCIATES, INC.  
AND  
NUECES COUNTY HOSPITAL DISTRICT**

This Ninth 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 "Ninth Amendment"). The purpose of the Ninth Amendment is to amend the Term of Agreement. The effective date of this Ninth Amendment shall be September 30, 2019 (the "Effective Date").

HMA and the 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 (12)-month period commencing October 1, 2019 and ending September 30, 2020, 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, 2020."

3. Savings Clause. Except as expressly modified and amended by this Ninth 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 Ninth Amendment irreconcilably conflict in a material manner with provisions in the original Letter Agreement, as amended, the provisions of the Ninth Amendment shall control on or after the Effective Date.



4. Counterparts. This Ninth 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 Ninth 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  
Kelly Johnson  
Vice President

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

Date: 8/22/2019

Date: 8/22/2019

HMA Client #: 3695