

formula/standard for the calculation of Overhead Costs allocable to Fulton. If Fulton determines to use such a different formula/standard, Fulton will provide notice of such new formula/standard to the Authority no later than July 1st for use by the Authority in developing the proposed Contribution Amount for the ensuing budget year.

(c) The Contribution Amount for any year shall be determined based on actual amounts of the total Uncompensated Care provided only to Eligible Patients for the previous twelve months of the preceding year. For example, the fiscal year budget for 2010 shall be based on the results from October 1, 2008 to September 30, 2009

(d) Nothing herein shall limit the right of Fulton to decline, modify, or reduce the amount of their contribution under the Operating Contract as set forth in Article III, Section C(1)(a); provided, however, that compliance with the information reporting as set forth in Section 5.1 hereof shall be required prior to disbursement of the Contribution Amount on a month-by-month basis.

5. Information.

5.1 The Parties acknowledge that the Authority on behalf of Fulton may conduct an independent review of financial or other information reasonably necessary to verify the Contribution Amount (including all underlying computations) at the Authority's expense. In particular, (i) the Authority shall cause the Corporation in accordance with its written policies and procedures to provide monthly to the Authority, which shall review and present the same to Fulton in arrears, a report substantially containing income verification, residency documentation and other information relating to standard of care of Eligible Patients within thirty (30) days after the reported month (i.e. data through January 31 is due on or about March 1); and (ii) the Authority shall perform an annual audit conducted by an independent auditor verifying that the Contribution Amounts were expended for Eligible Patients. The Authority shall cause the Corporation to provide to Fulton a copy of the current written policies and procedures qualifying a patient for free or discounted services and for establishing residency. The Authority represents and agrees that, as the Authority's agent, the Corporation shall cooperate with the Authority or its agents to carry out the purposes of this Section 5.1 under the terms of Section 5.15(e) and (f) of the Lease Agreement or any other separate written agreement. To the extent prohibited by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or other applicable laws, the information (or such applicable parts) in this Section 5.1 shall not be required.

5.2 The Authority shall cause the Corporation to use its best efforts to negotiate written arrangements for payment from the other Georgia counties (based on total Uncompensated Care provided) whose residents have received Uncompensated Care from the System. A report on the results of such negotiations shall be prepared by the Corporation within ninety (90) days. Such report shall be presented to Fulton.

5.3 With the initial monthly report described in Section 5.1, the Authority shall provide to Fulton a copy of the current written policies and procedures referenced in Section 2.1, Certification of Need, and shall provide additional copies of such policies and procedures as they may be adopted or amended from time to time.