

## Participating Member Disclosure

This Disclosure confirms the Member's desire to participate in the group purchasing programs and/or other arrangements available through Healthcare Procurement Solutions, LLC ("HPS").

**Whereas** the Member's participation in each of the individual HPS programs is voluntary and independent from participation in any of the other HPS programs.

**Whereas** HPS will provide information to the Member on its various programs and supplier contracts, HPS may also at any given time provide suppliers with the Member's contact information as necessary to permit suppliers to provide Member with pertinent information on its products and services.

**Now Therefore**, Member and HPS agree as follows:

1. There are no membership dues or fees required from the Member to participate in the program. In consideration of administrative services provided, HPS is paid by contracted suppliers based on the aggregate purchases of its members. The amount of these fees will not exceed three percent (3%), unless disclosed in the attached **Exhibit A: Administrative Fee Exceptions**.
2. At any given time, HPS may modify, add, or discontinue suppliers and/or programs as deemed appropriate by HPS. HPS will utilize reasonable efforts to notify the Member of any such changes. The member may discontinue participation at any given time and HPS reserves the right to discontinue any or all the programs at will.
3. Member is advised that products and services purchased through the program have been discounted. If these products are reimbursable by government programs, the Member must report the discounted price in accordance with the relevant federal statutory and regulatory obligations. The Member may also be obligated to furnish information about such discounts if requested by the Secretary of Department of Health and Human Services. Members should contact legal counsel and/or Medicare and Medicaid program representative regarding questions on how to appropriately report any discounts on their claims for payment.
4. Member should contact HPS immediately if it has concerns or disagrees with any of the conditions of the member Disclosure. Continued use of the programs and services offered by HPS will constitute Member's acceptance of the terms of this agreement.

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Member Representative / Date

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HPS Representative / Date

## Exhibit A

### Administrative Fee Exceptions

Listed below are the suppliers contracted with Healthcare Procurement Solutions, LLC whose administrative fees paid to HPS can potentially be greater than 3% of the aggregate purchases made by HPS members:

Handle Global	10% of Net Revenue
Current HR	10% of 1 <sup>st</sup> year sales 5% of 2 <sup>nd</sup> year sales
Acxss	3% of the initial set up fee plus 3% monthly subscription fee paid by customer
CarePilot	Where applicable, HPS will be paid 5% of the Initial Set Up Fee paid by customer. The Set-up Fee includes fees collected for software implementation, master item file set up and the initial training. HPS will be paid 5% of the monthly subscription fee paid by customers specifically for the Ambient AI Scribe solutions provided by CarePilot, including any subsequent subscription costs associated with these solutions.