

HEALTHCARE PROCUREMENT SOLUTIONS, LLC

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 from time to 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 of any kind required from the Member to participate in the HPS Purchasing 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 specifically disclosed in the attached Exhibit A: Administrative Fee Exceptions.
2. From time to time, HPS may change, 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 and HPS reserves the right to discontinue any or all of the programs at will.
3. Member is advised that products and services purchased through this program have been discounted in price. If these products are reimbursable by government programs, the Member must report the price reduction 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 or Medicaid program representatives regarding questions on how to appropriately report any discounts on their claims for payment.

Member should contact HPS immediately if it has concerns or disagrees with any of the conditions of the Member Disclosure. Otherwise, continued use of the programs and/or other arrangements offered by HPS will constitute Member's acceptance of the terms of this Agreement.

Having read and understood this Member Disclosure, the undersigned acknowledges receipt and accepts the terms of this Agreement as a condition of participation.

FOR MEMBER, BY:

Signature

Date

Print Name

Entity's Legal Name

Address

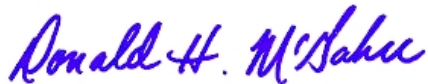
City, State, Zip

Telephone

Fax

E-mail

FOR HPS, BY:



January 19, 2007

Donald H. McGahee
Healthcare Procurement Solutions, LLC

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:

Office Depot

3% of Sales

+ 1% Sales Growth Incentive