Michael Bauer
800-492-3745

DIRECT SUPPLY

Sales Office
FAX 800-770-1707

Ms. Amy Contreras
Chief Nursing Officer
Milford Valley Memrl Hosp-VCL
850 N Main St
Milford, UT 84751-9999

7/23/2025
Quote: 16319901-A
Expiration: 8/7/2025

Dear Amy,

Thank you for giving me the opportunity to quote the products listed below.

	Product	Price	Qty	Extended
	**Executive Split-Top Overbed Table, Heavy-Duty with Vanity, U-Base - Tabletop Color: Solar Oak** By AmFab Inc View Product Details Product #3VX02 • Manufacturer #4850US31E • Each Free Shipping Usually ships in 15 days	~~$2,088.99~~ $557.00	23	$12,811.00

*Please note that this pricing is valid until August 07, 2025, and any shipping charges are estimates and may be subject to change. Additionally, our price will increase if tariffs are imposed on the products after the date of this Agreement. This quote, your purchase, and any confidential information(such as pricing) are subject to your contract with Direct Supply, or if you do not have a contract, then it is subject to our Terms of Use & Purchase found at www.directsupply.com/legal/terms-of-purchase. The products bid or offered may include non-domestic end products. Please contact us if you need additional information prior to accepting any order or if you are using federal funds (not including Medicare or Medicaid) to pay for any products or services. Please refer to our Privacy Policy found at www.directsupply.com/legal/privacy-policy for information on how we collect, use, and safeguard your personal information.

Order Estimate	
Subtotal	$12,811.00
Shipping	FREE
Tax	$0.00
Total	**$12,811.00**

You've saved a total of $35,235.77 on this quote!

As always, when you do business with Direct Supply, your satisfaction is 100% guaranteed. Period. Please call me at 800-492-3745 with any questions, or when you're ready to order.

Sincerely,

Mike

Michael Bauer
Business Development Manager

Michael Bauer
800-492-3745

DIRECT SUPPLY

Sales Office
FAX 800-770-1707

Ms. Amy Contreras
Chief Nursing Officer
Milford Valley Memrl Hosp-VCL
850 N Main St
Milford, UT 84751-9999

7/28/2025
Quote: 16323639-B
Expiration: 8/12/2025

Dear Amy,

Thank you for giving me the opportunity to quote the products listed below.

Product	Price	Qty	Extended
Akin Table Plus Tabletop, 42" Round, Seamless Vinyl Edge, Tier 1 Tabletop Finish:G1, Tabletop Finish Metropolitan Walnut:MEW, Edge Color Brown II, Bore - Yes:BORE Product #T84200-G1-MEW-BORE • Each Usually ships in 25 days	$543.00	4	$2,172.00
Akin Table Plus Tabletop, 42" Square, Seamless Vinyl Edge, Tier 1 Tabletop Finish:G1, Tabletop Finish Metropolitan Walnut:MEW, Edge Color Brown II, Bore - Yes:BORE Product #T84242-G1-MEW-BORE • Each Usually ships in 25 days	$556.00	4	$2,224.00

*Please note that this pricing is valid until August 12, 2025, and any shipping charges are estimates and may be subject to change. Additionally, our price will increase if tariffs are imposed on the products after the date of this Agreement. This quote, your purchase, and any confidential information(such as pricing) are subject to your contract with Direct Supply, or if you do not have a contract, then it is subject to our Terms of Use & Purchase found at www.directsupply.com/legal/terms-of-purchase. The products bid or offered may include non-domestic end products. Please contact us if you need additional information prior to accepting any order or if you are using federal funds (not including Medicare or Medicaid) to pay for any products or services. Please refer to our Privacy Policy found at www.directsupply.com/legal/privacy-policy for information on how we collect, use, and safeguard your personal information.

Order Estimate	
Subtotal	$4,396.00
Shipping	$382.22
Lift Gate	$55.00
Tax	$0.00
Total	**$4,833.22**

As always, when you do business with Direct Supply, your satisfaction is 100% guaranteed. Period. Please call me at 800-492-3745 with any questions, or when you're ready to order.

Sincerely,

Mike

Michael Bauer
Business Development Manager

stryker

09/01/2025

MILFORD VALLEY MEMORIAL HOSP
451 N MAIN ST
MILFORD,Utah 84751

Equipment: See proposal for detailed equipment descriptions and pricing.

Finance structure: Step Payments

Finance structure: Conditional Sale

Payment terms:

	13 months
Proposal total	$69,357.77
1 annual payment(s)	$52,000.00
Followed by:	**1 annual payments @**
Total payment	$19,376.93

Payments are exclusive of all applicable taxes and freight unless otherwise noted.

Contract commencement: Upon delivery, installation, and acceptance.

Transfer of title: At contract commencement.

Down payment: No down payment required.

First payment due: Net 30 following installation.

Interim rent: Stryker does not charge interim rent.

Documentation fees: Stryker does not charge documentation fees.

Payment adjustment: The payments quoted herein were calculated based, in part, on an interest rate equivalent as quoted on Bloomberg under the SOFR Swap Rate that would have a repayment term equivalent to the initial term (or an interpolated rate if a like-term is not available) as reasonably determined by Stryker's Flex Financial division. Flex Financial reserves the right to adjust the payments prior to contract commencement to maintain current economics of this proposed transaction. "SOFR" with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark (or a successor administrator) on the Federal Reserve Bank of New York's Website as quoted by Bloomberg.

Deal consummation: This proposal is subject to final credit, pricing, and documentation approval. Legal documents must be signed before your equipment can be delivered.

Please note that this proposal is subject to change if documents are not signed prior to **09/30/2025.**

stryker

5.5.2025 - Milford Valley AMB - 4PWLD

Quote Number: 11113214

Version: 1

Prepared For: MILFORD VALLEY MEMORIAL HOSP

Attn:

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep: Zoe Brown

Email: zoe.brown@stryker.com

Phone Number:

Quote Date: 09/01/2025

Expiration Date: 12/01/2025

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	MILFORD VALLEY MEMORIAL HOSP	Name:	MILFORD VALLEY MEMORIAL HOSP	Name:	MILFORD VALLEY MEMORIAL HOSP
Account #:	20191477	Account #:	20191477	Account #:	20191477
Address:	451 N MAIN ST	Address:	451 N MAIN ST	Address:	
	MILFORD		MILFORD		
	Utah 84751		Utah 84751		

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	639005550001	MTS POWER LOAD	2	$31,293.72	$62,587.43
2.0	6506700001	6506 PWRLD COMPAT UPGRADE KIT	2	$2,645.00	$5,290.00
3.0	77100003	Cot Upgrade Fee by SYK	2	$349.00	$698.00
			Equipment Total:		$68,575.44

Price Totals:

Estimated Sales Tax (0.000%):	$0.00
Shipping and Handling:	$782.34
Grand Total:	$69,357.78

Prices: In effect for 30 days

Terms: Net 30 Days

Stryker Medical - Accounts Receivable - accountsreceivable@stryker.com - PO BOX 93308 - Chicago, IL 60673-3308

Quote

Quote Number	
5526982	
Quote Date 09/30/2025	Page **1 of 2**

Quote Exp. Date: 11/29/2025

Customer ID: 152844

IML Security Supply
PO BOX 65158
SALT LAKE CITY, UT 84165
800-453-5386
Phone: 801-486-0079

This is NOT an INVOICE

****** Prices may be subject to increases due to tariffs ******

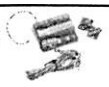
Bill To:

MILFORD MEMORIAL HOSPITAL
Po Box 640
Milford, UT 84751-0640
US

Ship To:

MILFORD MEMORIAL HOSPITAL
850 N Main St
Milford, UT 84751
US
Ordered By: Chris Craw

PO Number	Carrier	Taker
Chris Craw	**UPS Ground**	**Steve Elwood**

Line	Image	Quantities Ordered	Allocated	B.O.	UOM & Size Disp.	Item ID / Item Description	List Price	Unit Price	Extended Price
1		**1**	0	1	EA 1	**LCN4642-AL** Push Side Low Voltage Auto Operator, on Board Power Supply, Regular Arm, Top Jamb Push Side Mounting, 120V, Metal Cover, ADA Adjustable Spring Size 2-5, Grade 1, WMS Wood and Machine Screw Pack, 689/AL Aluminum Powder Coat Hot # 111548 Salt Lake City Branch	8,945.20	4,799.87	4,799.87
2		**2**	0	2	EA 1	**LCN8310-853T** KIT - Hard Wired Actuator, 4-3/4in Square, Blue Handicap Logo with Text (Push to Open), Stainless Steel Face Plate, Vandal Resistant, Designed to Mount in a Flush or Surface Plate Mount Box Hot # 146887 Salt Lake City Branch	418.00	224.29	448.58
4		**2**	0	2	EA 1	**LCN8310-867S** KIT - Box 4-3/4in Square Surface Plate Mount Only Hot # 154605 Salt Lake City Branch	271.70	145.79	291.58
8		**2**	0	2	EA 1	**LCN8310-844** KIT - Radio Frequency 433 MHz Transmitter Flag 9V Battery Included Hot # 157879 Salt Lake City Branch	326.04	174.95	349.90
10		**1**	0	1	EA 1	**LCN8310-865 KIT** KIT - RF Receiver Wireless 1 Channel 433 MHz Hot # 142295 Salt Lake City Branch	342.76	183.91	183.91

Total Lines: 5

SUB-TOTAL: 6,073.84

TAX: 0.00

Final price may include additional freight not shown here. Ask your salesperson for details.

Approval Signature _____

Print Name_____ **Date**_____

Estimated Amount Due: **6,073.84**

he purchaser agrees to pay whatever additional sum the court may adjudge reasonable
s attorney's fees in case suit or action is commenced to collect all or part of this account.
egal rate of interest will be charged on past due accounts. FINANCE CHARGE OF 1.5%
f the previous balance less any payments or credits during that month.
This is an ANNUAL PERCENTAGE RATE of 18%

We Love our Customers!

IML SECURITY SUPPLY

IML Security Supply

PO BOX 65158
SALT LAKE CITY, UT 84165
800-453-5386
Phone: 801-486-0079

This is NOT an INVOICE

Quote

Quote Number	
5526982	
Quote Date 09/30/2025	Page 2 of 2

Quote Exp. Date: 11/29/2025

Customer ID: 152844

**** Prices may be subject to increases due to tariffs ****

Bill To:

MILFORD MEMORIAL HOSPITAL
Po Box 640
Milford, UT 84751-0640
US

Ship To:

MILFORD MEMORIAL HOSPITAL
850 N Main St
Milford, UT 84751
US

PO Number	Carrier	Taker
Chris Craw	**UPS Ground**	**Steve Elwood**

Line	Image	Quantities				Item ID Item Description	List Price	Unit Price	Extended Price
		Ordered	Allocated	B.O.	UOM & Size Disp.				

**** NO RETURNS ON SPECIAL ORDER ITEMS ****

**** REPORT DISCREPANCIES WITHIN 30 DAYS ****

he purchaser agrees to pay whatever additional sum the court may adjudge reasonable
s attorney's fees in case suit or action is commenced to collect all or part of this account.
egal rate of interest will be charged on past due accounts. FINANCE CHARGE OF 1.5%
f the previous balance less any payments or credits during that month.
his is an ANNUAL PERCENTAGE RATE of 18%

We Love our Customers!

MILFORD MEMORIAL HOSPITAL
CONSOLIDATED PROFIT AND LOSS
FISCAL YEAR 2025

	January 2025	February 2025	March 2025	April 2025	May 2025	June 2025	July 2025	August 2025	September 2025	YTD FY 2025
INPATIENT ANCILLARY	8,063	13,127	2,661	3,043	16,456	1,944	4,626	9,162	134	59,218
SWING BED REVENUE	7,073	3,097	20,383	0	12,167	0	0	8,028	23,329	74,078
DAILY HOSPITAL SERVICES	13,749	5,796	1,449	4,347	17,388	4,347	4,563	6,084	1,521	59,244
OUTPATIENT	280,693	270,966	250,625	308,894	374,689	337,992	286,540	376,834	320,449	2,807,682
AMBULANCE	52,783	17,852	51,702	24,659	34,057	76,870	15,305	37,069	28,110	338,407
PHYSICIANS FEES	6,895	10,575	6,024	11,867	8,601	13,773	51,632	40,822	44,846	195,035
LONG TERM CARE	0	0	0	0	0	0	0	0	0	0
GROSS PATIENT REVENUE	369,256	321,413	332,844	352,811	463,358	434,926	362,666	478,000	418,389	3,533,664
UNCOMPENSATED CARE CHARITY	(2,494)	(3,425)	(4,886)	(1,093)	(1,915)	0	(2,188)	512	(12,256)	(27,746)
ALLOWANCE & ADJUSTMENTS	(17,114)	(18,226)	(18,160)	(15,131)	(9,450)	(8,887)	(6,833)	(2,982)	(9,543)	(106,327)
SMALL BALANCE & WRITE OFFS	(76)	(38)	(24)	(119)	(84)	(96)	(90)	(83)	(149)	(758)
BAD DEBT EXPENSE	(3,103)	(24,460)	(9,108)	(16,572)	(39,855)	(729)	(371)	(1,345)	(67,940)	(163,484)
RECOVERY OF BAD DEBT	1,665	1,901	0	0	0	0	0	0	0	3,566
CONTRACTUAL ADJUSTMENTS	126,485	38,346	32,991	130,220	(38,258)	74,737	208,411	(33,950)	8,179	547,161
MEDICAID BED TAX LTC	(9,346)	(9,796)	(11,654)	(11,598)	(12,808)	(11,823)	(12,611)	(13,231)	0	(92,867)
DEDUCTIONS	96,017	(15,698)	(10,841)	85,706	(102,370)	53,201	186,318	(51,079)	(81,710)	159,544
TOTAL REVENUE	465,273	305,715	322,003	438,517	360,987	488,128	548,984	426,921	336,680	3,693,209
OTHER INCOME	349,550	47,990	208,161	122,859	(273,732)	291,498	886,283	337,756	386,255	2,356,621
INTEREST INCOME	0	0	0	0	0	0	0	0	0	0
UNRESTRICTED CONTRIBUTIONS	0	0	0	0	0	0	0	0	0	0
RESTRICTED CONTRIBUTIONS	0	0	0	0	0	0	0	0	0	0
OTHER REVENUE	349,550	47,990	208,161	122,859	(273,732)	291,498	886,283	337,756	386,255	2,356,621
NET REVENUE	814,823	353,706	530,164	561,377	87,255	779,626	1,435,267	764,677	722,935	6,049,830
SALARIES MANAGEMENT	60,945	40,629	39,971	42,185	43,161	42,604	46,076	62,677	44,213	422,462
SALARIES NURSING	110,464	76,479	67,772	71,869	71,958	69,816	75,905	118,772	80,880	743,914
SALARIES AIDES	56,833	36,613	34,051	34,628	34,744	36,594	35,679	64,830	43,874	377,844
SALARIES TECHS	6,632	5,533	4,495	1,691	1,871	1,625	2,666	7,666	3,875	36,055
SALARIES OTHER	79,879	48,071	44,948	45,538	47,403	48,984	56,117	75,816	51,217	497,975
EMPLOYEE BENEFITS	121,866	73,026	68,843	68,244	62,168	39,396	67,702	57,709	134,987	693,940
SALARIES	436,618	280,351	260,082	264,155	261,304	239,019	284,145	387,471	359,046	2,772,191
PROFESSIONAL FEES	57,320	13,061	97,068	100,526	69,244	65,157	66,908	72,948	2,263	544,493
OTHER MEDICAL SUPPLIES	52,315	39,690	45,224	34,331	20,763	30,402	22,045	19,609	20,817	285,197
FOOD EXPENSES	10,236	10,052	8,201	12,685	11,012	9,700	10,824	9,796	626	83,132
OFFICE SUPPLIES	0	0	0	0	0	0	0	0	0	0
MINOR EQUIPMENT	2,294	1,327	673	1,497	972	739	35,354	8,857	13,668	65,381
OTHER NON MED SUPPLIES	26,495	29,131	35,139	107,832	37,973	47,605	27,818	47,479	25,438	384,909
UTILITIES	17,166	13,422	12,453	11,654	11,867	9,808	19,452	16,737	2,015	114,573
REPAIRS & MAINTENANCE	2,320	9,944	2,909	11,834	14,083	10,508	14,925	4,471	2,843	73,838

MILFORD MEMORIAL HOSPITAL
CONSOLIDATED PROFIT AND LOSS
FISCAL YEAR 2025

	January 2025	February 2025	March 2025	April 2025	May 2025	June 2025	July 2025	August 2025	September 2025	YTD FY 2025
DEPRECIATION EXPENSE	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	157,500
RENT LEASE EXPENSE	1,513	1,397	1,397	3,497	1,397	0	1,511	4,080	1,438	16,230
OTHER PURCHASED SERVICES	49,762	76,130	71,321	46,158	158,206	55,925	87,303	71,147	53,713	669,665
INTEREST EXPENSE	0	0	0	0	0	0	0	0	0	0
LICENSE & TAXES	45	0	0	0	0	0	0	0	0	45
MEMBERSHIPS	675	1,585	22,792	4,585	0	1,048	1,585	1,585	1,355	35,210
CONFERENCES & WORKSHOPS	0	1,775	1,203	1,347	48	400	0	0	0	4,773
TRAVEL/MILEAGE	1,994	2,202	954	1,570	1,478	1,261	1,556	2,669	1,752	15,435
BUSINESS OPERATING EXPENSE	3,875	326	743	2,787	140	513	229	2,117	18,438	29,168
FREIGHT	82	794	771	500	733	423	878	200	200	4,580
OTHER EXPENSES	1,713	5,023	250	1,813	0	4,850	4,143	2,396	3,425	23,614
OPERATING EXPENSES	245,305	223,356	318,597	360,117	345,416	255,839	312,031	281,591	165,489	2,507,742
EXPENSES	681,923	503,707	578,679	624,273	606,720	494,857	596,175	669,063	524,535	5,279,933
NET INCOME	132,900	(150,002)	(48,515)	(62,896)	(519,465)	284,768	839,091	95,615	198,400	769,897

6 Month Environment Summary Trend as of Monday, 06-Oct-2025

Select Billing Entities

Milford Memorial Hospital

Download Billing Entity Level Data

Download Facility Level Data

	Historical Avg	Apr-2025	May-2025	Jun-2025	Jul-2025	Aug-2025	Sep-2025	Oct-2025
Charges	$380,377	$352,811	$463,358	$434,926	$362,666	$478,000	$418,389	$149,053
Payments	($492,116)	($460,239)	($295,441)	($392,627)	($726,979)	($294,524)	($394,736)	($75,785)
Adjustments	$98,541	$96,225	($92,702)	$61,782	$197,006	($42,020)	($82,831)	$14,903
Net Change in A/R	($13,198)	($11,203)	$75,215	$104,082	($167,307)	$141,455	($59,178)	$88,170
Average Daily Revenue	$ 12,271	$11,242	$12,682	$12,697	$12,426	$13,970	$12,776	$13,974
A/R Balance	$ 833,606	$712,896	$788,111	$892,192	$724,885	$866,341	$807,163	$895,333
A/R Days	68.31	63.41	62.14	70.27	58.34	62.02	63.18	64.07
A/R > 90 Days	$ 336,851	$278,859	$292,441	$277,058	$310,394	$332,821	$254,552	$260,961
A/R > 90 Days %	40.47%	39.12%	37.11%	31.05%	42.82%	38.42%	31.54%	29.15%
DNFB Dollars	$ 161,938	$146,909	$251,712	$199,128	$192,403	$256,240	$269,799	$281,873
DNFB Days	12.98	13.07	19.85	15.68	15.48	18.34	21.12	20.17

Board Resolution
Milford Memorial Hospital

Date: October 8, 2025
Milford, Utah

Resolution of the Governing Body Authorizing Chief Executive Officer to Act as Authorized Official for CMS Enrollment and Revalidation

WHEREAS, the Milford Memorial Hospital (the "Hospital") is a political subdivision duly organized under the laws of the state of Utah; and

WHEREAS, the Governing Body of the Hospital recognizes the need for timely and efficient completion of such enrollment, revalidation, and compliance documentation, and

WHEREAS, the Hospital's Board of Directors finds that the Chief Executive Officer is best positioned to execute such documents in the regular course of operations;

NOW, THEREFORE, BE IT RESOLVED that:

1. Designation of Authorized Official: The Board of Directors hereby authorizes and empowers Scott Langford, Chief Executive Officer of the Hospital, with controlling and financial interest in the provider and to act as the Authorized Official with CMS.
2. Authority Granted: The Chief Executive Officer is granted full authority to sign, execute, and submit on behalf of the Hospital all required forms, certifications, and agreements relating to Medicare enrollment, revalidation, and compliance.
3. Duration: This resolution shall remain in effect until rescinded or superseded by action of the Board of Directors.

Adopted by the Board of Directors of Milford Memorial Hospital on this 8th day of October, 2025. Board Chair/President: _____

Board Secretary: _____

MILFORD
MEMORIAL HOSPITAL

Milford Memorial Medical Staff 2025

Physicians

Dr. Rhett Smith, MD – Family Practice, Chief of Medical Staff

Dr. R. Wade Oakden, MD – Family Practice

Dr. Lance Smith, MD – Family Practice

Dr. Zachary Flinders, MD – Family Practice

Advance Practice Practitioners

Lindsay Cheney, APRN-BC

Ryan White, APRN-BC

Joan Yardley, APRN-BC

Consulting Staff

Dr. Mercado – Nephrologist

Dr. Osmond – Clinical Pathologist

Inspire - Radiologists

Milford Memorial Hospital

Governing Board Member Agreement

This Board Member Agreement ("Agreement") is made and entered into by Milford Memorial Hospital and its affiliates ("Milford Memorial Hospital") a _____ and the undersigned

Board Member ("Board Member") for the provision of services as a member of Milford Memorial Hospital's governing board ("Board"). This Agreement is intended to comply with the federal "Stark" and Anti-Kickback laws and accompanying regulations thereto. This relationship between the parties is reasonable and necessary for Milford Memorial Hospital's legitimate business purposes.

1. Services. Milford Memorial Hospital recognizes that active involvement and input from members of its Board is critical in order to enhance its ability to provide quality services to patients of its healthcare system and other pertinent constituents. Board Member, as a member of the Board, agrees to assist Milford Memorial Hospital in its efforts to improve services and agrees that he/she will attend meetings, participate in activities, attend Board retreats and provide input in discussions involving issues central to the operation of Milford Memorial Hospital, specifically relating to the overall governance, operations, direction and leadership of Milford Memorial Hospital ("Board Activities").

2. Term.

- Term Start. Board Member will participate in Board activities commencing on _____("Effective Date").
- Term End. The term of this Agreement will continue terminated by either party hereto upon 30 days written notice by the terminating party of its intent to terminate to the other party.
- Termination. If this Agreement is terminated prior to the first anniversary of the Effective Date, with or without cause, the parties will not enter into the same or substantially the same arrangement at different compensation terms prior to the first anniversary of the Effective Date.

3. Remuneration. In consideration of Board Member participating in board activities, Milford Memorial Hospital may provide Board Member meals, travel, accommodations, reimbursement for reasonable Milford Memorial Hospital approved mileage, and other expenses incurred by Board Member in connection with his/her involvement in board activities. Reimbursement of travel expenses will also be made to the Board Member in connection with attendance of his/her spouse at activities or board retreats. Payment of expense reimbursements and mileage will be paid in accordance with Milford Memorial Hospital's policies. In addition, Board Members may receive one or more nonmonetary tokens of appreciation or other benefits throughout the term of this Agreement. The value of such tokens of appreciation or other benefits will not exceed One Thousand Five Hundred and 00/100 Dollars ($1,500.00) during any contract the Board Member serves. The parties acknowledge that the value of such meals, travel, accommodations, reimbursement of approved expenses as well as mileage, tokens of appreciation, and other benefits, as applicable, does not exceed the fair market value of Board Member's time and active participation in board activities and no additional compensation will be made to Board Member for such services. The remuneration under this Section is provided uniformly to all Board Members, whether they are a physician or non-physician, and was agreed to by the parties prior to the Effective Date described herein.

Milford Memorial Hospital will not withhold any taxes on behalf of the Board Member. The compensation, tokens of appreciation, and other taxable benefits will be reported as income to the IRS on an IRS Form 1099. At the end of each calendar year, Milford Memorial Hospital will reimburse Board Members for the tax consequences of any applicable compensation, tokens of appreciation and other taxable benefits received as a member of the Board. Such reimbursement will also be reported as income on a Form 1099.

4. Relationship. In the role of Board Member, and regardless of whether Board Member is also an employee of Milford Memorial Hospital, Board Member will be considered an independent contractor. Nothing in this Agreement is intended to or will be construed to create an employment relationship. The parties acknowledge that other personal services arrangements may exist between them and such arrangements are evidenced by employment agreements or other applicable contracts and maintained and updated centrally at Milford Memorial Hospital and are available for review by the Secretary of the U.S. Department of Health and Human Services upon request.

5. Confidentiality. Board Member will not disclose confidential information to any person or use it for any purpose, except as expressly permitted by Milford Memorial Hospital or by some other written agreement by the parties.

6. Entire Agreement. This Agreement, together with Milford Memorial Hospital bylaws and related rules, regulations, and policies, constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all previous agreements or understandings.

7. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all together will constitute one and the same instrument. This Agreement may be executed by facsimile signature or signature by electronic means, which will be treated as an original.

The signatures below indicate the parties' agreement with the terms and conditions described above.

Board Member	**Board Chairperson**
Printed Name:_____	Printed Name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

Milford Memorial Hospital
Board of Trustees
Annual Disclosure Statement
October 2025

I, _____, do not have any "Material Interest"* in a contract or other transaction with Milford Memorial Hospital that would result in a conflict of interest.

I, _____, do have a "Material Interest"* in a contract or other transaction with Milford Memorial Hospital that would result in a conflict of interest. I understand that if a conflict of interest does exist, or can be reasonably construed to exist, that I shall not vote on, nor participate in the discussions and deliberations with respect to such contract or transaction, other than to present factual information or to respond to questions. I understand that I may be counted in determining the existence of a quorum at any meeting where the contract or transaction is under discussion or is being voted upon. Please use the space below to explain your "Material Interest".

_____

_____

_____

_____

_____ _____

Printed Name Signature

_____

Milford Memorial Hospital Board Chair Signature

_____

Date

*For purposes of this Annual Disclosure Statement, a person shall be deemed to have a "***Material Interest***" in a contract or other transaction if such person, or a member of his/her other immediate family, is a party, or one of the parties, contracting or dealing with the Hospital, or is a director, officer, or key employee of, or has a financial interest in the entity contracting or dealing with the Hospital.

MILFORD MEMORIAL HOSPITAL

2025