



# Washington Township Health Care District

2000 Mowry Avenue, Fremont, California 94538-1716 • (510) 797-1111

Nancy Farber, Chief Executive Officer

## Board of Directors

Patricia Danielson, RHIT

Jacob Eapen, M.D.

William F. Nicholson, M.D.

Bernard Stewart, D.D.S.

Michael J. Wallace

## BOARD OF DIRECTORS' MEETING

Wednesday, March 13, 2019 – 6:00 P.M.  
Conrad E. Anderson, MD Auditorium

### AGENDA

#### PRESENTED BY:

- |  |                                    |
|--|------------------------------------|
| <b>I. CALL TO ORDER &amp; PLEDGE OF ALLEGIANCE</b>   | Bernard Stewart<br>Board Member    |
| <b>II. ROLL CALL</b>   | Dee Antonio<br>District Clerk      |
| <b>III. EDUCATION SESSION:</b>   |                                    |
| Citizens Bond Oversight Committee Report   | Jack W. Balch<br>Chair, CBOC       |
| Philippines Medical Mission  | Carmencita Agcaoili, MD            |
| <b>IV. CONSIDERATION OF MINUTES</b>  |                                    |
| February 13, 25, and 27, 2019  | <i>Motion Required</i>             |
| <b>V. COMMUNICATIONS</b>   |                                    |
| A. Oral  |                                    |
| B. Written   |                                    |
| Letter of Resignation: Patricia Danielson  |                                    |
| From Timothy Tsoi, MD Chief of Staff,<br>dated February 25, 2019 requesting approval<br>of Medical Staff Credentialing Action Items. | <i>Motion Required</i>             |
| <b>VI. INFORMATION</b>   | <b>PRESENTED BY:</b>               |
| A. Service League Report   | Ruth McGautha<br>Service League    |
| B. Medical Staff Report  | Timothy Tsoi, MD<br>Chief of Staff |

C. Hospital Calendar

Nancy Farber  
Chief Executive Officer

D. Quality Report:

Quality Dashboard Quarter Ending December  
31, 2018

Mary Bowron, DNP, RN, CIC,  
CNL, CPHQ  
Chief of Quality & Resource  
Management

E. Finance Report

Chris Henry  
Associate Administrator and  
Chief Financial Officer

F. Hospital Operations Report

Nancy Farber  
Chief Executive Officer

**VII. ACTION**

*Motions Required*

A. First Reading: Ordinance 19-01 Revenue  
Bonds Series 2019

B. Resolution # 1194 – Declaration of Vacancy  
and Approving and Appointment Process to  
Fill Vacancy

C. Resolution # 1195 – Service League Bylaws  
Changes

D. Consideration of Interfaces to Respironics to  
Physiological Monitors

E. Consideration of Copier Replacement

F. Consideration of Security Event Information  
Management System (SIEM)

G. Consideration of Hitachi Vantara Management  
Platform

H. Consideration of Analog Cameras

**VIII. ADJOURN TO CLOSED SESSION**

*In accordance with Section 1461, 1462, 32106 and  
32155 of the California health & Safety Code and  
Sections 54962 and 54954.5 of the California  
Government Code, portions of this meeting may be  
held in closed session.*

A. Report and discussion regarding California  
Government Code section 54957: Personnel  
matters

B. Conference regarding medical audit reports,  
quality assurance reports and privileging  
pursuant to Health & Safety Code Section

32155.

- C. Report involving a trade secret pursuant to Health & Safety Code section 32106

New Program

- D. Conference with real property negotiators pursuant to Government Code Section 54956.8

Property: 45388 Warm Springs Boulevard,  
Fremont, CA

Agency Negotiator(s): Nancy Farber,  
Kimberly Hartz, Chris Henry, Donald Pipkin,  
and Paul Kozachenko and will include  
instruction concerning price and terms of  
payment

Negotiating Parties: WHHS and Newmark  
Knight Frank

**IX. RECONVENE TO OPEN SESSION &  
REPORT ON CLOSED SESSION**

Bernard Stewart  
Board Member

**X. ADJOURNMENT**

Bernard Stewart  
Board Member

A meeting of the Board of Directors of the Washington Township Health Care District was held on Wednesday, February 13, 2019 in the Conrad E. Anderson, MD Auditorium, 2500 Mowry Avenue, Fremont, California. Director Stewart called the meeting to order at 6:00 pm and led those present in the Pledge of Allegiance.

*CALL TO ORDER*

Roll call was taken: Directors present: Bernard Stewart, DDS; William Nicholson, MD, Jacob Eapen, MD; Michael Wallace; Directors absent: Patricia Danielson, RHIT

*ROLL CALL*

Also present: Nancy Farber, Chief Executive Officer; Timothy Tsoi MD, Chief of Staff; Jeannie Yee, Service League President; Dee Antonio, District Clerk

Guests: Ed Fayen, Kimberly Hartz, Chris Henry, Tina Nunez, Stephanie Williams, Robert Alfieri, Albert Brooks MD, John Lee, Kristin Ferguson, Mary Bowron, John Zubiena, David Hayne, Rob Lanci, Nick Legge, Paul Kozachenko

Nancy Farber, Chief Executive Officer, introduced Sabrina Valarde and Carmen Williams who presented the services offered through Maternal/Child Health as well as the innovations and best practices available to our patients. They also shared some of the tools used to drive achievement and top performance in Maternal/Child Health. Services include the Birthing Center, Prenatal Diagnostic Center, Maternal/Child Education, Special Care Nursery and Pediatrics. More than ten classes are offered to moms and babies, families, and community members including Baby “n” Me support group, Infant massage, and Prenatal Yoga/Bollywood Fitness. The Prenatal Diagnostic Center, which opened July 24<sup>th</sup>, 2017 has completed more than 2,600 visits since opening. The birthing center does approximately 140 deliveries per month.

*EDUCATION SESSION:  
Washington Hospital  
Maternal/Child Health*

The innovations and initiatives currently underway include LEAN, PRIME, and Quest for Zero among others. These initiatives were described in greater detail.

Director Nicholson moved for approval of the minutes of January 9, 21, and 28, 2019.

*APPROVAL OF  
MINUTES OF January 9,  
21, and 28, 2019*

Director Wallace seconded the motion.

Roll call was taken:

- Bernard Stewart, DDS – aye
- William Nicholson, MD – aye
- Jacob Eapen, MD - aye
- Michael Wallace – aye
- Patricia Danielson, RHIT – absent

The motion carried.

There were no oral communications.

*COMMUNICATIONS:  
ORAL*

The following written communication received from Timothy Tsoi, MD, Chief of Staff, dated January 28, 2019 requesting approval of Medical Staff Credentialing Action Items as follows:

*COMMUNICATIONS:  
WRITTEN*

Appointments

Ester, Martha MD; Kuhl, Kristopher DO; Lee, Julia MD; Singh, Harpreet MD

Temporary Privileges

Kuhl, Kristopher MD

Reappointments – Two Year

Arias, Elizabeth MD; Bhandari, Bhupinder MD; Chun, Anna PA-C; Epstein, Gordon MD; Gunda, Narayana MD; Jain, Ashit MD; Jazayeri, Pooya MD; Kang, Glara MD; Lau, Chai Kiong MD; Lee, David MD; Lee, Patricia MD; Lee, Philip MD; Luu, Doan MD; Nicholson, William MD; Nixon, Bruce MD; Perez, Carlos MD; Pham, Steve MD; Yumena, Lucia MD

Reappointments – One Year

Reen, Ranjit MD

Transfer in Staff Category

Dressler, Gail, MD; Lau, Chai-Kiong MD

Extension of Proctorship and Provisional Category

Wozniak, Curtis MD

Withdrawal of Application

Arodaki, Fadi DO; Adrouny, Adour MDC

Resignations

Franzino, Stephen MD; Liang, Mark MD

Director Nicholson moved for approval of the credentialing action items presented by Dr. Tsoi with the exception of those credentialing action items pertaining to William Nicholson MD and Lucia Yumena MD.

Director Wallace seconded the motion.

Roll call was taken:

Bernard Stewart, DDS – aye  
William Nicholson, MD – aye  
Jacob Eapen, MD – aye  
Michael Wallace – aye  
Patricia Danielson, RHIT – absent

The motion carried.

Director Wallace moved for approval of the credentialing action items pertaining to William Nicholson MD and Lucia Yumena MD as presented by Dr. Tsoi.

Director Eapen seconded the motion.

Roll call was taken:

Bernard Stewart, DDS – aye  
William Nicholson, MD – abstain  
Jacob Eapen, MD – aye  
Michael Wallace – aye  
Patricia Danielson, RHIT – absent

The motion carried.

Jeannie Yee, Service League, reported on the Service League activities, including the upcoming Annual Meeting on February 20, 2019. This is Ms. Yee's last Board meeting as Service League President.

*SERVICE LEAGUE  
REPORT*

Dr. Timothy Tsoi reported there are 593 Medical Staff members which includes 357 active members.

*MEDICAL STAFF  
REPORT*

**The Hospital Calendar video highlighted the following events:**

*HOSPITAL CALENDAR:  
Community Outreach*

**Past Health Promotions & Outreach Events**

Outreach Events included:

- Eight hand hygiene presentations for students at Weibel Elementary Schools in Fremont and Kennedy Elementary School in Newark.
- January 12<sup>th</sup> – Health and Wellness Fair blood pressure screenings
- January 17<sup>th</sup> – Fit is the New Skinny
- January 22<sup>nd</sup> and January 24<sup>th</sup> – Sports Physical Clinics at Newark Memorial High School and Irvington High School
- February 10<sup>th</sup> – In the Face of the Perfect Storm
- February 11<sup>th</sup> – Aortic Valve Disease: Treatment Options Including TAVR

**Upcoming Health Promotions & Community Outreach Events**

Health Promotions and Outreach Events will include:

- February 20<sup>th</sup> – Colorectal Cancer: Foods to Eat and Avoid
- February 21<sup>st</sup> – Healthy Gut, Healthy You
- February 23<sup>rd</sup> – Health Fair at WTMF Foundation Newark location
- March 6<sup>th</sup> – How to Prevent Financial Elder Abuse/Fraud

**Bay Area Healthier Together**

In the month of January, Bay Area Healthier Together's topic was the Women's Center featuring Dr. William Dugoni.

*HOSPITAL CALENDAR:  
Bay Area Healthier  
Together*

**Washington Hospital Healthcare Foundation**

- The Washington Hospital Healthcare Foundation held its annual general meeting; trustees elected Dr. Kranthi Achanta, Sophia Ahmad, Nicole Dutra, and Eileen Riener as new trustees.
- A check was presented to WHHS in the amount of \$1.5 million from proceeds raised through the capital campaign to support equipment needs of the Morris Hyman Critical Care Pavilion.
- The Foundation will host the 34<sup>th</sup> Annual Golf Tournament at Castlewood Country Club on Thursday, May 2, 2019.

*HOSPITAL CALENDAR:  
Washington Hospital  
Foundation Report*

**Board of Directors Report**

WTHD Board Members attended the Elegant Affaire hosted by the League of Volunteers on February 8<sup>th</sup>.

*WASHINGTON  
TOWNSHIP BOARD OF  
DIRECTORS REPORT*

**Washington on Wheels**

The WOW Mobile Clinic provided quality health care services at the TCV Food Bank and Thrift Store and the Family Resource Center in Fremont, Ruggieri Senior Center, Union City Family Center, and Our Lady of the Rosary Church in Union City, and the Viola Blythe Community Services Center and the Salvation Army in Newark. WOW also provided health services at Revance Therapeutics in Newark. The total number of community members receiving health care from the WOW van during the month of January was 62.

*WASHINGTON ON  
WHEELS (W.O.W.)  
MOBILE HEALTH  
CLINIC*

**Internet and Social Media Marketing**

Washington Hospital's website serves as a central source of information for the communities the District serves and beyond. The most viewed page was Employment with 48,981 views.

*HOSPITAL CALENDAR:  
Internet and Social Media  
Marketing*

**InHealth - Channel 78**

During the month of January, Washington Hospital's cable channel 78, InHealth, aired these programs:

*HOSPITAL CALENDAR:  
InHealth*

- The Link Between Hepatitis B and Liver Cancer
- Latino Food Made Easy
- Diabetes Care
- Eat 4 Diabetes
- January District Board of Directors Meeting

**Rose Garden Remembrance**

- Jamie Tippett
- Dr. Jeffrey Kishiyama

*HOSPITAL CALENDAR:  
Rose Garden  
Remembrance*

**Employee of the Month**

Mahzabeen Hussein, 6W Unit Clerk, was raised in the area, attending James Logan High School in Union City. She applied to be a Unit Clerk in 2011. She is working towards her Bachelors Degree in Nursing and plans to someday work as an R.N. at Washington Hospital.

*HOSPITAL CALENDAR:  
Employee of the Month –  
Mahzabeen Hussain*

This presentation will be given in March 2019.

*QUALITY REPORT:  
Quality Dashboard  
Quarter Ending 12/18/18*

Chris Henry, Chief Financial Officer, presented the Finance Report for December 2018. The average daily census was 158.6 with admissions of 963 resulting in 4,917 patient days. Outpatient observation equivalent days were 174. The average length of stay was 4.93 days. The case mix index was 1.398. Deliveries were 144. Surgical cases were 331. Joint Replacement cases were 120. Neurosurgical cases were 23. Cardiac Surgical cases were 11. The Outpatient visits were 6,562 and Emergency visits were 4,350. Total productive FTEs were 1,229.9. FTEs per adjusted occupied bed were 6.64.

*FINANCE REPORT*

Nancy Farber presented the Hospital Operations Report for January 2019. Preliminary information indicated gross revenue for the month at approximately \$202,903,000. The Average Length of Stay of 4.88 and there were 5,972 patient days. There were 428 Surgical Cases and 400 Cath Lab procedures at the Hospital. Deliveries were 110. Non-Emergency Outpatient visits were 7,845. Total FTEs per Adjusted Occupied Bed were 5.60. The Washington Outpatient Surgery Center had 486 cases and the clinics saw approximately 3,668 patients. Total Government Sponsored Preliminary Payor Mix was 74.1%, below the budget of 72.6%.

*HOSPITAL  
OPERATIONS REPORT*

In accordance with District Law, Policies and Procedures, Director Nicholson moved that the Board of Directors authorize the Chief Executive Officer to proceed with the purchase of two SCN Hamilton G5 with NEO Mode ventilators for an amount not to exceed \$68,676.00.

*CONSIDERATION OF  
TWO SPECIAL CARE  
NURSERY  
VENTILATORS*

Director Wallace seconded the motion.

Roll call was taken:

Bernard Stewart, DDS – aye  
William Nicholson, MD – aye  
Jacob Eapen, MD - aye  
Michael Wallace – aye  
Patricia Danielson, RHIT – absent

The motion carried.

In accordance with District Law, Policies and Procedures, Director Nicholson moved that the Board of Directors authorize the Chief Executive Officer to enter into the necessary contracts to proceed with the purchase of two STAGO Compact Coagulation Analyzers for a total amount not to exceed \$82,376.00.

*CONSIDERATION OF  
TWO STAGO COMPACT  
COAGULATION  
ANALYZERS*

Director Eapen seconded the motion.

Roll call was taken:

Bernard Stewart, DDS – aye  
William Nicholson, MD – aye  
Jacob Eapen, MD - aye  
Michael Wallace – aye  
Patricia Danielson, RHIT – absent

The motion carried.

In accordance with District Law, Policies and Procedures, Director Nicholson moved that the Board of Directors authorize the Chief Executive Officer to proceed with the purchase of the GE-ASIR for an amount not to exceed \$92,683.00.

*CONSIDERATION OF  
GE-ASIR (RADIATION  
REDUCTION TO  
PATIENT)*

Director Wallace seconded the motion.

Roll call was taken:

Bernard Stewart, DDS – aye  
William Nicholson, MD – aye



Jacob Eapen, MD - aye  
Michael Wallace – aye  
Patricia Danielson, RHIT – absent

The motion carried.

In accordance with District Law, Policies and Procedures, Director Nicholson moved that the Board of Directors authorize the Chief Executive Officer to enter into the necessary contracts to proceed with the purchase of the GE-AW Server for an amount not to exceed \$163,821.00.

*CONSIDERATION OF  
GE-AW SERVER FOR  
STROKE ANALYSIS AND  
3D*

Director Eapen seconded the motion.

Roll call was taken:

Bernard Stewart, DDS – aye  
William Nicholson, MD – aye  
Jacob Eapen, MD - aye  
Michael Wallace – aye  
Patricia Danielson, RHIT – absent

The motion carried.

In accordance with District Law, Policies and Procedures, Director Nicholson moved that the Board of Directors authorize the Chief Executive Officer to proceed with the purchase of the Voluson Ultrasound for an amount not to exceed \$39,369.00.

*CONSIDERATION OF  
VOLUSON  
ULTRASOUND*

Director Wallace seconded the motion.

Roll call was taken:

Bernard Stewart, DDS – aye  
William Nicholson, MD – aye  
Jacob Eapen, MD - aye  
Michael Wallace – aye  
Patricia Danielson, RHIT – absent

The motion carried.

In accordance with District Law, Policies and Procedures, Director Nicholson moved that the Board of Directors authorize the Chief Executive Officer to proceed with the installation of the Perimeter Fence for the 2000 Mowry Campus for an amount not to exceed \$119,315.00.

*CONSIDERATION OF  
INSTALLATION OF  
PERIMETER FENCE*

Director Eapen seconded the motion.

Roll call was taken:

Bernard Stewart, DDS – aye  
William Nicholson, MD – aye  
Jacob Eapen, MD - aye  
Michael Wallace – aye

Patricia Danielson, RHIT – absent

The motion carried.

In accordance with District Law, Policies and Procedures, Director Nicholson moved that the Board of Directors authorize the Chief Executive Officer to execute the appropriate documents to complete the purchase of the Navigation and Imaging Hardware and the five-year Software Subscription from Brainlab for a total amount not to exceed \$1,488,125.00.

*CONSIDERATION OF  
NEUROSURGERY  
NAVIGATION SYSTEM*

Director Eapen seconded the motion.

Roll call was taken:

Bernard Stewart, DDS – aye  
William Nicholson, MD – aye  
Jacob Eapen, MD - aye  
Michael Wallace – aye  
Patricia Danielson, RHIT – absent

The motion carried.

In accordance with District Law, Policies and Procedures, Director Nicholson moved that the Board of Directors authorize the Chief Executive Officer to proceed with the Upgrade to the Facilities and Biomedical Computerized Work Order System for a total amount not to exceed \$31,187.96.

*CONSIDERATION OF  
UPGRADE TO THE  
FACILITIES AND  
BIOMEDICAL  
COMPUTERIZED  
WORK ORDER SYSTEM*

Director Eapen seconded the motion.

Roll call was taken:

Bernard Stewart, DDS – aye  
William Nicholson, MD – aye  
Jacob Eapen, MD - aye  
Michael Wallace – aye  
Patricia Danielson, RHIT – absent

The motion carried.

In accordance with District Law, Policies and Procedures, Director Nicholson moved that the Board of Directors authorize the Chief Executive Officer to proceed with the installation of the line leak detection system for diesel oil for a total amount not to exceed \$29,780.00.

*CONSIDERATION OF  
LINE LEAK DETECTION  
FOR DIESEL OIL*

Director Eapen seconded the motion.

Roll call was taken:

Bernard Stewart, DDS – aye  
William Nicholson, MD – aye  
Jacob Eapen, MD - aye  
Michael Wallace – aye  
Patricia Danielson, RHIT – absent

The motion carried.

In accordance with District Law, Policies and Procedures, Director Nicholson moved that the Board of Directors authorize the Chief Executive Officer to proceed with the purchase of the Electrosurgery Unit for Endoscopy for a total amount not to exceed \$32,750.00.

*CONSIDERATION OF  
ELECTROSURGERY  
UNIT FOR ENDOSCOPY*

Director Eapen seconded the motion.

Roll call was taken:

Bernard Stewart, DDS – aye  
William Nicholson, MD – aye  
Jacob Eapen, MD - aye  
Michael Wallace – aye  
Patricia Danielson, RHIT – absent

The motion carried.

In accordance with District Law, Policies and Procedures, Director Nicholson moved that the Board of Directors authorize the Chief Executive Officer to execute the appropriate documents to complete the replacement of neon lights with white LED lights for a total amount not to exceed \$36,175.00.

*CONSIDERATION OF  
REPLACEMENT OF  
LIGHTED WHHS SIGN*

Director Eapen seconded the motion.

Roll call was taken:

Bernard Stewart, DDS – aye  
William Nicholson, MD – aye  
Jacob Eapen, MD - aye  
Michael Wallace – aye  
Patricia Danielson, RHIT – absent

The motion carried.

In accordance with District Law, Policies and Procedures, Director Nicholson moved that the Board of Directors approve the amount of \$668,000.00 to cover the cost of expected tenant improvements to the Fremont Office Building through the end of this fiscal year.

*CONSIDERATION OF  
TENANT  
IMPROVEMENTS FOR  
FREMONT OFFICE  
BUILDING – BUDGET  
REQUEST*

Director Eapen seconded the motion.

Roll call was taken:

Bernard Stewart, DDS – aye  
William Nicholson, MD – aye  
Jacob Eapen, MD - aye  
Michael Wallace – aye  
Patricia Danielson, RHIT – absent

The motion carried.

In accordance with Health & Safety Code Sections 1461, 1462 and 32106 and Government Section 54954.5(h) Director Stewart adjourned the meeting to closed session at 7:37 pm, as the discussion pertained to Hospital trade secrets, Human Resources matters, and Risk Management.

*ADJOURN TO CLOSED  
SESSION*

Director Stewart reconvened the meeting to open session at 9:13 pm and reported no action was taken in closed session.

*RECONVENE TO OPEN  
SESSION & REPORT ON  
CLOSED SESSION*

There being no further business, Director Stewart adjourned the meeting at 9:13 pm.

*ADJOURNMENT*

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Bernard Stewart  
President

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Michael J. Wallace  
Secretary

DRAFT

A meeting of the Board of Directors of the Washington Township Health Care District was held on Monday, February 25, 2019 in the Board Room, Washington Hospital, 2000 Mowry Avenue, Fremont, California. Director Stewart called the meeting to order at 7:30 a.m.

*CALL TO ORDER*

Roll call was taken. Directors present: William Nicholson, MD; Bernard Stewart DDS; Jacob Eapen  
Excused: Patricia Danielson, RHIT; Michael Wallace

*ROLL CALL*

Also present: Timothy Tsoi, MD; Kranthi Achanta, MD; Peter Lunny, MD; Jan Henstorf, MD; Albert Brooks, MD; John Romano, MD; Prasad Kilaru, MD; Nancy Farber, CEO

There were no oral or written communications.

*COMMUNICATIONS*

Director Stewart adjourned the meeting to closed session at 7:30 a.m. as the discussion pertained to Medical Audit and Quality Assurance Matters pursuant to Health & Safety Code Sections 1461 and 32155.

*ADJOURN TO CLOSED SESSION*

Director Stewart reconvened the meeting to open session at 8:30 a.m. and reported no reportable action was taken in closed session.

*RECONVENE TO OPEN SESSION & REPORT ON CLOSED SESSION*

There being no further business, the meeting was adjourned at 8:30 a.m.

*ADJOURNMENT*

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Bernard Stewart  
President

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Michael Wallace  
Secretary

A meeting of the Board of Directors of the Washington Township Health Care District was held on Wednesday, February 27, 2019 in the Board Room, 2000 Mowry Avenue, Fremont, California. Director Stewart called the meeting to order at 6:00 p.m. and led those present in the Pledge of Allegiance.

*CALL TO ORDER*

Roll call was taken. Directors present: Bernard Stewart, DDS; William Nicholson, MD; Jacob Eapen, MD  
Excused: Patricia Danielson, RHIT; Michael Wallace

*ROLL CALL*

Also present: Nancy Farber, Chief Executive Officer; Ed Fayen, Senior Associate Administrator; Tina Nunez, Associate Administrator; Paul Kozachenko, Attorney; Dee Antonio, District Clerk

There were no oral communications.

*COMMUNICATIONS*

There were no written communications.

In accordance with Health & Safety Code Sections 32106 and California Government Code 54957, Director Stewart adjourned the meeting to closed session at 6:00 p.m., as the discussion pertained to personnel matters, trade secrets, and Conference with Legal Counsel regarding existing litigation pursuant to California Government Code Section 54956.9.

*ADJOURN TO CLOSED SESSION*

Director Stewart reconvened the meeting to open session at 6:26 p.m. and reported no reportable action was taken in closed session.

*RECONVENE TO OPEN SESSION & REPORT ON CLOSED SESSION*

In accordance with District Law, Policies and Procedures, Director Nicholson moved that the Board of Directors authorize the Chief Executive Officer to execute the appropriate contract documents to complete the purchase of two Medivator Disinfection Units for a total amount not to exceed \$110,000.

*CONSIDERATION OF MEDIVATOR ENDOSCOPIC DISINFECTION UNITS*

Director Eapen seconded the motion.

Roll call was taken:

Bernard Stewart, DDS – aye  
William Nicholson, MD – aye  
Jacob Eapen, MD – aye  
Michael Wallace – absent  
Patricia Danielson, RHIT – absent

The motion carried.

In accordance with District Law, Policies and Procedures, Director Nicholson moved for the denial of a claim received on January 11, 2019 on behalf of Wayne Sanders and that the Chief Executive Officer be directed to provide notice in accordance with government code section 94956.

*CONSIDERATION OF CLAIM – WAYNE SANDERS*

Director Eapen seconded the motion.

Roll call was taken:

Bernard Stewart, DDS – aye  
William Nicholson, MD – aye  
Jacob Eapen, MD – aye  
Michael Wallace – absent

Patricia Danielson, RHIT – absent

The motion carried.

In accordance with Health & Safety Code Sections 32106 and California Government Code 54957, Director Stewart adjourned the meeting to closed session at 6:28 p.m., as the discussion pertained to Conference with Legal Counsel regarding personnel matters pursuant to California Government Code Section 54957.

*ADJOURN TO CLOSED  
SESSION*

Director Stewart reconvened the meeting to open session at 6:39 p.m. and reported no reportable action was taken in closed session.

*RECONVENE TO OPEN  
SESSION & REPORT ON  
CLOSED SESSION*

There being no further business, Director Stewart adjourned the meeting at 6:39 p.m.

*ADJOURNMENT*

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Bernard Stewart  
President

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Michael J. Wallace  
Secretary

DRAFT

**WASHINGTON TOWNSHIP HEALTH CARE DISTRICT  
ORDINANCE NO. 19-01**

**APPROVING A FORMAL AGREEMENT FOR THE PRIVATE SALE  
OF THE WASHINGTON TOWNSHIP HEALTH CARE DISTRICT  
REFUNDING AND REVENUE BONDS, 2019 SERIES A**

WHEREAS, the Board of Directors (the "Board") of the Washington Township Health Care District (the "District"), a local health care district organized and existing under and pursuant to The Local Health Care District Law of the State of California (the "Law"), has determined to issue its Refunding and Revenue Bonds, 2019 Series A (the "Bonds") in an aggregate principal amount of not to exceed \$80,000,000, pursuant to the Law; and

WHEREAS, the District has determined that financial market conditions and the needs of the District dictate that the Bonds be sold pursuant to private sale; and

WHEREAS, the Law requires the adoption of this Ordinance prior to the sale of the Bonds at private sale; and

WHEREAS, there has been presented to this meeting of the Board a form of Bond Purchase Contract respecting the purchase and sale of the Bonds (the "Bond Purchase Contract"), to be entered into by and between the District and Merrill Lynch, Pierce, Fenner & Smith Incorporated, or BofA Securities, Inc., as successor in interest thereto, as underwriter (the "Underwriter");

NOW, THEREFORE, BE IT ORDAINED by the Board of Directors of the Washington Township Health Care District as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. The formal agreement between the District and the Underwriter, in substantially the form of the Bond Purchase Contract on file with the Secretary of the Board and presented to this meeting, is hereby approved. The Chief Executive Officer of the District, or her designee, is hereby authorized and directed to approve the final terms of sale of the Bonds and to evidence the District's acceptance of the offer made thereby by executing and delivering the Bond Purchase Contract in substantially said form, with such changes therein as the officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the Bonds shall have a final maturity of no more than 30 years, their true interest cost shall not exceed 6.0% per annum, the principal amount shall not exceed \$80,000,000 (of which (i) an aggregate principal amount of not to exceed \$55,000,000 may be issued to refund some or all of the District's Revenue Bonds, 2009 Series A and to finance the payment of fees and expenses incurred in connection therewith, and (ii) an aggregate principal amount of not to exceed \$25,000,000 may be issued to finance additions, improvements and betterments to the District's facilities, the equipping of the same and the payment of fees and expenses incurred in connection therewith), and the Underwriter's discount shall not exceed 1.0%.



Section 3. The entering into of the Bond Purchase Contract and the adoption of this Ordinance shall be subject to referendum as provided by Section 9140 of the Elections Code of the State.

Section 4. The Secretary of the Board is directed to cause this Ordinance to be published once a week for two successive weeks in a newspaper of general circulation within the District, in accordance with Section 9303 of said Elections Code and Section 32321 of the Law.

Section 5. This Ordinance shall take effect thirty (30) days after the date of its adoption.

PASSED AND ADOPTED this 13<sup>th</sup> day of March 2019, at a regular meeting of the Board of Directors of the Washington Township Health Care District conducted in Fremont, California, upon notice duly given, at which a quorum of members of said Board were present and acting throughout, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
President, Board of Directors, Washington  
Township Health Care District

\_\_\_\_\_  
Secretary, Board of Directors, Washington  
Township Health Care District

**[\$[PAR AMOUNT]]**  
**Washington Township Health Care District**  
**Refunding and Revenue Bonds**  
**2019 Series A**

**BOND PURCHASE CONTRACT**

\_\_\_\_\_, 2019

Washington Township Health Care District  
2000 Mowry Avenue  
Fremont, California 94538

Ladies and Gentlemen:

Merrill Lynch, Pierce, Fenner & Smith Incorporated, or BofA Securities, Inc., as successor in interest thereto, as underwriter (the "Underwriter"), hereby offers to enter into this Bond Purchase Contract (the "Bond Purchase Contract") with Washington Township Health Care District, a local health care district duly organized and validly existing under and pursuant to the laws of the State of California (the "Issuer"), whereby the Underwriter will purchase and the Issuer will sell the Bonds (as defined and described below). The Underwriter is making this offer subject to the acceptance by the Issuer at or before 5:00 p.m., Pacific Time, on the date hereof. If the Issuer accepts this Bond Purchase Contract, this Bond Purchase Contract shall be in full force and effect in accordance with its terms and shall bind both the Issuer and the Underwriter. The Underwriter may withdraw this Bond Purchase Contract upon written notice delivered by the Underwriter to an authorized officer of the Issuer at any time before the Issuer accepts this Bond Purchase Contract. Terms used but not defined in this Bond Purchase Contract are defined in the Indenture or the Official Statement (each as defined below).

1. Purchase and Sale.

(a) Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of the following bonds: \$[PAR AMOUNT] aggregate principal amount of Washington Township Health Care District Refunding and Revenue Bonds, 2019 Series A (the "Bonds"), dated the Closing Date (as hereinafter defined), all bearing interest and maturing on the dates and in the amounts set forth in Schedule I hereto. The aggregate purchase price for the Bonds shall be \$ \_\_\_\_\_ (representing the aggregate principal amount of the Bonds, less an Underwriter's discount of \$ \_\_\_\_\_, [plus][less] net original issue [premium][discount] of \$ \_\_\_\_\_).

(b) The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable as provided in, that certain Indenture, dated as of July 1, 1993, as supplemented by a Supplemental Indenture, dated as of March 15, 1994, a Second Supplemental Indenture, dated as of April 1, 1999, a Third Supplemental Indenture, dated as of June 1, 2007, a Fourth Supplemental Indenture, dated as of December 1, 2009, a Fifth Supplemental Indenture, dated as of November 1, 2010, a Sixth Supplemental Indenture, dated as of November 1, 2015, a Seventh Supplemental Indenture, dated as of April 1, 2017, an Eighth Supplemental Indenture, dated as of June 1, 2017, and a Ninth Supplemental Indenture, dated as of May 1, 2019 (as so supplemented, the “Indenture”), each by and between the Issuer and U.S. Bank National Association, as successor trustee (the “Trustee”). The Bonds shall be limited obligations of the Issuer payable solely from amounts derived by the Issuer from its operations and certain other amounts held under the Indenture, to the extent and as more particularly described in the Indenture.

(c) The Issuer acknowledges and agrees that: (i) the Underwriter is not acting as a municipal advisor within the meaning of Section 15B of the Securities Exchange Act, as amended, (ii) the primary role of the Underwriter, as an underwriter, is to purchase securities, for resale to investors, in an arm’s length commercial transaction between the Issuer and the Underwriter and the Underwriter has financial and other interests that differ from those of the Issuer; (iii) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters); (iv) the only obligations the Underwriter has to the Issuer with respect to the transaction contemplated hereby are expressly set forth in this Bond Purchase Contract; and (v) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

2. Description and Purpose of the Bonds. The proceeds to be received from the sale of the Bonds will be used to [(i) finance certain capital expenditures for the Facilities (as defined in the Official Statement), (ii) refund, on a current basis, the Issuer’s outstanding Revenue Bonds, 2009 Series A (the “2009 Bonds”), (iii) fund a reserve fund, and (iv) pay the costs of issuing the Bonds.]

The Issuer approved the issuance of the Bonds pursuant to The Local Health Care District Law of the State of California, constituting Division 23 of the Health and Safety Code of the State of California (“the Law”), Ordinance No. \_\_\_\_\_ (the “Ordinance”) adopted by the Issuer on \_\_\_\_\_, 2019 and Resolution No. [\_\_\_\_\_] (the “Resolution”) adopted by the Issuer on \_\_\_\_\_, 2019.

3. Public Offering. The Underwriter hereby represents that it has been duly authorized to execute this Bond Purchase Contract and to perform its obligations as set forth herein. The Underwriter agrees to make an initial *bona fide* public offering of the Bonds at the price or prices described in Schedule I hereto; *provided, however*, that the Underwriter reserves the right to change such initial public offering prices as the Underwriter deems necessary or desirable, in its sole discretion, in connection with the marketing of the Bonds (but in all cases

subject to the requirements of Section 8 hereof), and may offer and sell the Bonds to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by the Underwriter at prices lower than the public offering prices or yields greater than the yields set forth therein (but in all cases subject to the requirements of Section 8 hereof).

4. Delivery of the Official Statement and Other Documents.

(a) The Issuer has approved and delivered or caused to be delivered to the Underwriter copies of the Preliminary Official Statement dated \_\_\_\_\_, 2019, which, together with the cover page and appendices thereto, is herein referred to as the “Preliminary Official Statement.” It is acknowledged by the Issuer that the Underwriter may deliver the Preliminary Official Statement and a final Official Statement (as hereinafter defined) electronically over the internet and in printed paper form. For purposes of this Bond Purchase Contract, the printed paper form of the Preliminary Official Statement and the Official Statement are deemed controlling. The Issuer deems the Preliminary Official Statement final as of its date, and as of the date hereof, for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”), except for any information which is permitted to be omitted therefrom in accordance with paragraph (b)(1) thereof.

(b) Within seven (7) business days from the date hereof, and in any event not later than two (2) business days before the Closing Date, the Issuer shall deliver to the Underwriter a final Official Statement relating to the Bonds dated the date hereof (such Official Statement, including the cover page, and all appendices attached thereto, together with all information previously permitted to have been omitted by Rule 15c2-12 and any amendments or supplements and statements incorporated by reference therein or attached thereto, as have been approved by the Issuer, Bond Counsel, Underwriter’s Counsel and the Underwriter, is referred to herein as the “Official Statement”) and such additional conformed copies thereof as the Underwriter may reasonably request in sufficient quantities to comply with Rule 15c2-12 and with the rules of the Municipal Securities Rulemaking Board (the “MSRB”) and to meet potential customer requests for copies of the Official Statement. The Underwriter agrees to file a copy of the Official Statement, including any amendments or supplements thereto prepared by the Issuer, with the MSRB on its Electronic Municipal Markets Access (“EMMA”) system. An Authorized Officer of the Issuer shall execute the Official Statement. The Official Statement shall be in substantially the same form as the Preliminary Official Statement and, other than information previously permitted to have been omitted by Rule 15c2-12, the Issuer shall only make such other additions, deletions and revisions in the Official Statement which are approved by the Underwriter. The Underwriter hereby agrees to cooperate and assist in the preparation of the Official Statement. The Issuer hereby agrees to deliver to the Underwriter an electronic copy of the Official Statement in a form that permits the Underwriter to satisfy its obligations under the rules and regulations of the MSRB and the U.S. Securities and Exchange Commission (the “SEC”) including in a word searchable pdf format and including any amendments thereto. The Issuer hereby ratifies, confirms and consents to and approves the use and distribution by the Underwriter, before the date hereof, of the Preliminary Official Statement and hereby authorizes the Underwriter to use the Official Statement and the Indenture in connection with the public offering and sale of the Bonds.

(c) In order to assist the Underwriter in complying with Rule 15c2-12, the Issuer will undertake, pursuant to the Continuing Disclosure Agreement, dated \_\_\_\_\_, 2019 (the “Continuing Disclosure Agreement”), by and between the Issuer and FSC Continuing Disclosure Services, as dissemination agent for the Issuer (the “Dissemination Agent”), to provide annual and other required financial information and notices of the occurrence of specified events. A description of the Continuing Disclosure Agreement is set forth in, and a form of such agreement is attached as an appendix to, the Preliminary Official Statement and the Official Statement.

(d) In connection with the refunding of the 2009 Bonds, the Issuer will enter into the Escrow Deposit and Trust Agreement, dated as of May 1, 2019 (the “Escrow Agreement”), with U.S. Bank National Association, as trustee and escrow agent for the 2009 Bonds.

(e) The Underwriter’s obligations under this Bond Purchase Contract shall be subject, in addition to the conditions described in Section 7 below, to the receipt, on or prior to the date hereof, of (i) a letter from PricewaterhouseCoopers LLP addressed to the Issuer and the Underwriter, dated the date hereof (the “AUP Letter”), with work extending to a date not more than five business days prior to the date hereof, in the form attached hereto as Exhibit E, and (ii) a letter from PricewaterhouseCoopers LLP, dated the date of the Preliminary Official Statement, and a second letter, dated the date of the Official Statement, each addressed to the Issuer, agreeing to the use of its report dated November 26, 2018, in the Preliminary Official Statement and the Official Statement, respectively.

5. Representations, Warranties and Agreements. The Issuer represents and warrants to and agrees with the Underwriter that, as of the date hereof and as of the Closing Date:

(a) The Issuer is a local health care district validly existing under the Constitution and Sections 32000 *et seq.* of the Health and Safety Code of the State of California and has and, at Closing (as hereinafter defined), will have, full legal right, power and authority under laws of the State of California, the Ordinance and the Resolution (1) to enter into, execute and deliver this Bond Purchase Contract, the Indenture, the Escrow Agreement and the Continuing Disclosure Agreement, (2) to approve and execute the Official Statement, (3) to issue, sell and deliver the Bonds to the Underwriter pursuant to the Ordinance and the Resolution as provided herein, (4) to operate its health facilities and conduct the business thereof as set forth in and described in the Official Statement, and (5) to carry out, give effect to and consummate the transactions described in this Bond Purchase Contract, the Ordinance, the Resolution, the Indenture, the Escrow Agreement and the Official Statement;

(b) The Issuer has complied and at the Closing Date will be in compliance in all respects with the terms of the laws of the State of California, the Bond Purchase Contract, the Indenture, the Escrow Agreement, the Ordinance and the Resolution, as they pertain to the transactions described therein and in the Official Statement;

(c) The Issuer has duly and validly adopted the Ordinance and the Resolution, has duly authorized and approved the execution and delivery of the Bonds, this Bond Purchase Contract, the Continuing Disclosure Agreement, the Indenture, the Escrow Agreement and the Official Statement and has duly authorized and approved the performance by the Issuer of its

obligations contained in and the taking of any and all action as may be necessary to carry out, give effect to and consummate the transactions described in each of said documents;

(d) The official of the Issuer executing this Bond Purchase Contract, the Official Statement, the Indenture, the Escrow Agreement and the Continuing Disclosure Agreement is authorized to execute the same on behalf of the Issuer;

(e) The Issuer has executed and delivered, or will execute and deliver on or before the Closing Date, this Bond Purchase Contract, the Official Statement, the Indenture, the Escrow Agreement and the Continuing Disclosure Agreement. The Issuer's obligations contained in the Ordinance, the Resolution, this Bond Purchase Contract, the Continuing Disclosure Agreement, the Escrow Agreement and the Indenture constitute, or will constitute as of the Closing Date, as applicable, legal, valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, except as enforcement of each document may be limited by bankruptcy, insolvency, reorganization, moratorium and fraudulent conveyance laws, laws affecting the enforcement of creditors' rights generally, the application of principles of equity and judicial discretion, and the covenant of good faith and fair dealing, which may be implied by law into contracts; and the Bonds, when issued, delivered and paid for in accordance with the Indenture and this Bond Purchase Contract, will constitute legal, valid and binding limited obligations of the Issuer entitled to the benefits of the Indenture and enforceable in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and fraudulent conveyance laws, laws affecting the enforcement of creditors' rights generally, the application of principles of equity and judicial discretion, and the covenant of good faith and fair dealing, which may be implied by law into contracts; and, upon the issuance, authentication and delivery of the Bonds, the Indenture will provide, for the benefit of the owners and holders, from time to time, of the Bonds, the legally valid and binding pledges it purports to create, as set forth therein;

(f) The Issuer is not in any material way in breach of or default under any applicable constitutional provision, applicable law or administrative regulation of the State of California or the United States or any applicable judgment or decree, except as set forth in the Preliminary Official Statement and the Official Statement, or any escrow agreement, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or is otherwise subject, and no event has occurred and is continuing that, with the passage of time or the giving of notice or both, would constitute an event of default under any such instrument, except as expressly set forth in the Preliminary Official Statement and the Official Statement;

(g) The passage of the Ordinance, the Resolution, the execution and delivery of the Bonds, this Bond Purchase Contract, the Continuing Disclosure Agreement, the Indenture, the Escrow Agreement and the Official Statement, and the consummation of the transactions herein and therein contemplated will not conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, applicable law, judgment, decree, loan agreement, indenture, bond, note, ordinance or resolution, agreement or other instrument to which the Issuer is a party or by which the Issuer's property or assets are otherwise subject or bound, nor will any such passage, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer to be pledged to secure the Bonds or under the

terms of any such law, regulation or instrument, except as provided by the Bonds and the Indenture;

(h) The Bonds and the Indenture conform to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement, and the Bonds, when delivered in accordance with the Indenture and paid for by the Underwriter on the Closing Date as provided herein, will be validly issued and outstanding general obligations of the Issuer entitled to all the benefits and security of the Indenture;

(i) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority (except in connection with Blue Sky proceedings), legislative body, board, agency or commission having jurisdiction of the matter, which are required in connection with the authorization, approval, execution and delivery of the Bonds, this Bond Purchase Contract, the Ordinance, the Resolution, the Indenture, the Escrow Agreement and the Official Statement and the consummation of any transaction herein or therein contemplated have been duly obtained and are in full force and effect;

(j) No action, suit or proceeding at law or in equity, before or by any court, regulatory agency, public board or body, is pending or threatened and no inquiry or investigation before or by any regulatory agency, public board or body is pending or threatened, in either case, in any way (1) affecting the existence of the Issuer or the titles of its officers to their respective offices; (2) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds, or the application of the proceeds thereof, or the collection of revenues pledged thereto; (3) contesting or affecting the validity or enforceability of the Bonds, the Ordinance, the Resolution, this Bond Purchase Contract, the Indenture, the Escrow Agreement, the Continuing Disclosure Agreement or any action of the Issuer described in any of said documents; (4) contesting in any way the completeness or accuracy of the Official Statement or any supplement or amendment thereto; or (5) which, if adversely determined, could materially adversely affect the operating condition of the Issuer or the transactions described in the Bonds, the Official Statement or this Bond Purchase Contract; (6) contesting the powers of the Issuer or its authority with respect to the Bonds, the Ordinance, the Resolution, this Bond Purchase Contract, the Indenture, the Escrow Agreement, the Continuing Disclosure Agreement or any action of the Issuer contemplated by any of said documents or by the Official Statement; or (7) which would adversely affect the exclusion of interest paid on the Bonds from gross income for purposes of federal income taxation, nor, to the knowledge of the Issuer, is there any basis therefor. The Issuer shall advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Preliminary Official Statement or the Official Statement in connection with the offering, sale or distribution of the Bonds;

(k) The Issuer will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order for the Underwriter (1) to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and (2) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualification in effect so long as required for distribution of the Bonds; provided, however, that

in no event shall the Issuer be required to qualify as a foreign corporation or take any action which would subject it to general or unlimited service of process in any jurisdiction in which it is not now so subject;

(l) Except for information which is permitted to be omitted pursuant to Rule 15c2-12(b)(1), the Preliminary Official Statement (except for the information under the caption “UNDERWRITING” and the information contained in APPENDIX D – “FORM OF BOND COUNSEL OPINION” and APPENDIX F – “BOOK ENTRY SYSTEM”), as of its date and as of the date hereof, was and is true and correct in all material respects and did not and does not contain any untrue or misleading statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(m) At the time of the Issuer’s acceptance hereof and at the Closing Date, the Official Statement (except for the information under the caption “UNDERWRITING” and the information contained in APPENDIX D – “FORM OF BOND COUNSEL OPINION” and APPENDIX F – “BOOK ENTRY SYSTEM”), as amended or supplemented pursuant to this Bond Purchase Contract, is and will be true and correct in all material respects and does not and will not contain any untrue or misleading statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(n) The financial statements of the Issuer as of June 30, 2018, and 2017 fairly represent the receipts, expenditures, assets, liabilities and cash balances of such amounts and, insofar as presented, other funds of the Issuer as of the dates and for the periods therein set forth. Except as disclosed in the Preliminary Official Statement and the Official Statement or otherwise disclosed in writing to the Underwriter, there has not been any materially adverse change in the financial condition of the Issuer or in its operations since June 30, 2018, and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change;

(o) The health care facilities operated by the Issuer are duly licensed under the laws of the State of California or accredited by The Joint Commission and by all local, state and federal agencies whose license and accreditation is necessary for the full utilization and operation of such health care facilities and except as otherwise disclosed in the Preliminary Official Statement and the Official Statement, the Issuer has [good and marketable title] to its health care facilities free and clear from all encumbrances other than Permitted Encumbrances (as defined in the Indenture);

(p) Any certificate signed by any official of the Issuer authorized to do so in connection with the transactions contemplated by this Bond Purchase Contract shall be deemed a representation and warranty by the Issuer to the Underwriter as to the statements made therein;

(q) If, between the date of this Bond Purchase Contract and the Closing Date, an event occurs, of which the Issuer has knowledge, which might or would cause the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements made, in the light of the



circumstances under which they were made, not misleading, the Issuer will notify the Underwriter, and if, in the opinion of the Underwriter or the Issuer, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer promptly will amend or supplement the Official Statement in a form and in a manner reasonably approved by the Underwriter, provided that all expenses thereby incurred will be paid by the Issuer;

(r) The Issuer will apply or cause to be applied the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Resolution and the Indenture, and the Issuer will not take or omit to take any action that would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds;

(s) If the Preliminary Official Statement or the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended) at all times subsequent thereto up to and including the time of that date that is 25 days from the “end of the underwriting period” (as defined in Rule 15c2-12), the Preliminary Official Statement or the Official Statement as so supplemented or amended will be true and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(t) The representations, warranties and agreements in this Section 5 shall survive the Closing under this Bond Purchase Contract and shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Underwriter or any person who controls the Underwriter of any matters described in or related to the transactions contemplated hereby and by the Official Statement, the Indenture, the Escrow Agreement, the Ordinance and the Resolution;

(u) This Bond Purchase Contract shall be binding upon and inure solely to the benefit of the Underwriter and the Issuer and persons controlling the Underwriter, and their respective officers past, present and future directors, officers, employees and agents and personal representatives, successors and assigns, and no other person or firm shall acquire or have any right under or by virtue of this Bond Purchase Contract. No recourse under or upon any obligation, covenant or agreement contained in this Bond Purchase Contract shall be had against any officer or director of the Issuer, except as may be caused by their bad faith;

(v) Between the date hereof and the time of the Closing, the Issuer shall not offer or issue any bonds, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, payable from or secured by any of the taxes which will secure the Bonds, without the prior written consent of the Underwriter;

(w) The Issuer confirms that the information contained in the Preliminary Official Statement was deemed final for purposes of Rule 15c2 12, except for information permitted to be omitted therefrom by Rule 15c2-12;

(x) Except as described in the Preliminary Official Statement and the Official Statement, the Issuer has not failed during the previous five (5) years to comply in all material

respects with any previous undertakings in a written continuing disclosure contract or agreement delivered by the Issuer under Rule 15c2-12;

(y) The Issuer, to the best of its knowledge, has never been and is not in default in the payment of principal of, premium, if any, or interest on, or otherwise is not nor has it been in default with respect to, any bonds, notes, or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest; and

(z) Except as otherwise set forth in the Preliminary Official Statement and the Official Statement, (i) all agreements between the Issuer and non-governmental third-party payors under which the Issuer receives payment for health care services provided to members/beneficiaries of such payors and with respect to which the Issuer receives a significant portion of its gross revenues are in effect (although may be subject to negotiation of new agreements or extensions of existing agreements); and (ii) the Issuer is entitled to payment from Medicare and Medi-Cal (Medicaid) for health care services provided to Medicare and Medi-Cal beneficiaries.

The execution and delivery of this Bond Purchase Contract by the Issuer shall constitute a representation by the Issuer to the Underwriter that the representations, warranties and agreements contained in this Section 5 are true as of the date hereof. If any of the provisions in this Section shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Bond Purchase Contract and such invalidity, illegality or unenforceability shall not affect any other provision of this Bond Purchase Contract, and this Bond Purchase Contract shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

6. Closing. At [8:00 a.m.], Pacific Time, on \_\_\_\_\_, 2019, or at such other time or date as the Underwriter and the Issuer may mutually agree upon (the "Closing Date"), the Issuer will deliver or cause to be delivered to the Underwriter, at the offices of Nixon Peabody LLP ("Bond Counsel"), One Embarcadero Center, 18<sup>th</sup> Floor, San Francisco, California 94111, or at such other place as the Underwriter and the Issuer may mutually agree upon, the Bonds, through the facilities of The Depository Trust Company, New York, New York ("DTC"), duly executed and authenticated, and the other documents specified in Section 7. On the Closing Date, (a) upon satisfaction of the conditions herein specified, the Underwriter shall accept the delivery of the Bonds, and pay the purchase price therefor in federal funds payable to the order of the Trustee for the account of the Issuer and (b) the Issuer shall deliver or cause to be delivered the Bonds to the Underwriter through the facilities of DTC in definitive or temporary form, duly executed by the Issuer and in the authorized denominations as specified by the Underwriter, and the Issuer shall deliver the other documents hereinafter mentioned (such delivery and payment being herein referred to as the "Closing"). The Bonds shall be made available to the Underwriter at least one (1) business day before the Closing Date for purposes of inspection. Notwithstanding the foregoing, neither the failure to print CUSIP numbers on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the Bonds on the Closing Date in accordance with the terms of this Bond Purchase Contract. Upon initial issuance, the ownership of such Bonds

shall be registered in the registration books kept by the Trustee in the name of Cede & Co., as the nominee of DTC.

7. Conditions Precedent. The Underwriter has entered into this Bond Purchase Contract in reliance upon the representations and agreements of the Issuer contained herein and the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the Closing Date.

(a) The Underwriter's obligations under this Bond Purchase Contract are and shall be subject to the following further conditions:

(i) The representations of the Issuer contained herein shall be true, complete and correct in all material respects on the date of acceptance hereof and on and as of the Closing Date.

(ii) At the time of the Closing, the Official Statement, the Ordinance, the Resolution, this Bond Purchase Contract, the Indenture, the Escrow Agreement and the Continuing Disclosure Agreement shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter.

(iii) The Issuer shall perform or have performed all of its obligations required under or specified in the Bonds, the Ordinance, the Resolution, the Indenture, the Escrow Agreement, this Bond Purchase Contract, the Continuing Disclosure Agreement and the Official Statement to be performed at or prior to the Closing.

(iv) The Issuer shall have delivered to the Underwriter copies of the final Official Statement by the time, and in the numbers, required by Section 4 of this Bond Purchase Contract.

(v) As of the date hereof and at the time of Closing, all necessary official action of the Issuer relating to the Bonds, the Ordinance, the Resolution, this Bond Purchase Contract, the Indenture, the Escrow Agreement, the Continuing Disclosure Agreement and the Official Statement shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect. The adoption of the Ordinance was subject to referendum as provided by Section 9140 of the Elections Code of the State. The Ordinance became effective on [April \_\_\_\_], 2019, which was the date that was 30 days after the adoption of the Ordinance on [March \_\_\_\_], 2019.

(vi) After the date hereof, up to and including the time of the Closing, there shall not have occurred any change in the Issuer, the Law, the Ordinance, the Resolution, this Bond Purchase Contract, the Indenture, the Escrow Agreement, the Bonds or the Continuing Disclosure Agreement, as the foregoing matters are described in the Official Statement, which in the reasonable judgment of the Underwriter materially impairs the investment quality of the Bonds.

(vii) At or prior to the Closing, the Underwriter shall receive the following documents (in each case with only such changes as the Underwriter shall approve):

(1) The approving opinion of Bond Counsel relating to the Bonds, dated the Closing Date, substantially in the form attached as Appendix D to the Official Statement, and a reliance letter with respect thereto addressed to the Underwriter;

(2) The supplemental opinion of Bond Counsel, addressed to the Underwriter, dated the Closing Date, in substantially the form attached hereto as Exhibit B;

(3) The opinion of Norton Rose Fulbright US LLP, counsel to the Underwriter, dated the Closing Date, to the effect that (i) the Bonds are exempt from registration under the Securities Act of 1933, as amended, the Bonds are municipal securities within the meaning of the Securities Exchange Act of 1934, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended; (ii) based upon information made available to such counsel in the course of such counsel's participation in the transaction as counsel to the Underwriter and without having undertaken to determine independently or assuming any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement and the Official Statement, no facts came to such counsel's attention that caused them to believe that the Preliminary Official Statement as of its date and the Official Statement as of its date and as of the Closing Date (except for any financial statements or the statistical data, the information regarding DTC, the book-entry system and the information contained in Appendices B, C, D and F included in the Preliminary Official Statement and the Official Statement, as to which no opinion or view need be expressed), contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; and (iii) assuming the enforceability of the Continuing Disclosure Agreement, the continuing disclosure undertaking contained in the Continuing Disclosure Agreement satisfies the requirements contained in paragraph (b)(5) of Rule 15c2-12; [UPDATE]

(4) The opinion of counsel to the Issuer, dated the Closing Date and addressed to the Underwriter and Bond Counsel, in substantially the form attached hereto as Exhibit C;

(5) A certificate of an Authorized Officer, dated the Closing Date, to the effect that (i) the representations and agreements of the Issuer contained herein are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; (ii) no litigation or proceeding against it is pending or threatened that would (a) contest the right of the officers or officials of the Issuer to hold and exercise their respective positions, (b) contest the due organization, valid existence or powers of the Issuer, (c) contest the validity, due authorization and execution of the Bonds, the Ordinance, the Resolution, the Official Statement, the Indenture, the Escrow Agreement or this Bond Purchase Contract, or (d) attempt to limit, enjoin or otherwise restrict or prevent the Issuer from issuing and delivering the Bonds or making payments on the Bonds pursuant to the Indenture; (iii) the Ordinance and the Resolution have been duly passed by the Issuer, are in full force and effect and have not been modified, amended or repealed; (iv) there have been no material adverse changes in the operations

or financial condition of the Issuer nor in the general economy of the service area of the Issuer, except as described in the Preliminary Official Statement and the Official Statement; and (v) no event affecting the Issuer has occurred since the date of the Official Statement that would cause, as of the Closing Date, any statement or information contained in the Official Statement to contain any untrue statement of a material fact, or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading;

(6) Executed or certified copies of the Ninth Supplemental Indenture, the Bond Purchase Contract, the Continuing Disclosure Agreement and the Escrow Agreement;

(7) A Tax and Non-Arbitrage Certificate of the Issuer, in form satisfactory to Bond Counsel, executed by such officials of the Issuer as shall be satisfactory to the Underwriter and Bond Counsel;

(8) Certified copies of the Ordinance and the Resolution;

(9) Evidence satisfactory to the Underwriter of the rating of ["Baal"] assigned to the Bonds by Moody's Investors Service;

(10) A letter from PricewaterhouseCoopers LLP, dated the Closing Date, extending the AUP Letter to a date not more than five (5) business days prior to the Closing Date, addressed to the Issuer and the Underwriter;

(11) A certificate of an authorized officer of the Trustee, dated the Closing Date, in substantially the form attached hereto as Exhibit D, and an opinion of counsel to the Trustee, dated the Closing Date, in substantially the form attached hereto as Exhibit F;

(12) Two copies of the Official Statement executed on behalf of the Issuer by an Authorized Officer;

(13) Evidence that a Form 8038-G relating to the Bonds has been executed by the Issuer and will be filed with the Internal Revenue Service within the applicable time limit;

(14) A copy of the Blue Sky Memorandum with respect to the Bonds;

(15) A copy of the Issuer's executed Blanket Letter of Representation to The Depository Trust Company;

(16) [A verification report relating to the 2009 Bonds;]

(17) A defeasance opinion of Bond Counsel relating to the 2009 Bonds;

and

(18) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter, counsel for the Underwriter or Bond Counsel may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the Issuer contained herein and the due performance or satisfaction by the Issuer at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer and all conditions precedent to the issuance of additional Bonds pursuant to the Indenture shall have been fulfilled.

8. Establishment of Issue Price.

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an “issue price” or similar certificate, substantially in the form attached hereto as Exhibit A, together with the supporting pricing wires or equivalent communications, with such modifications as may be deemed appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) [Except for the maturities set forth in Schedule I attached hereto,] the Issuer represents that it will treat the first price at which 10% of each maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). [If, as of the date hereof, the 10% test has not been satisfied as to any maturity of the Bonds for which the Issuer has elected to utilize the 10% test, the Underwriter agrees to promptly report to the Issuer the prices at which it sells Bonds of that maturity or maturities to the public. That reporting obligation shall continue until the earlier of the date upon which the 10% test has been satisfied as to the Bonds of that maturity or maturities or the Closing Date.]

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Bond Purchase Contract at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. Schedule I also sets forth, as of the date of this Bond Purchase Contract, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds (each a “Restricted Maturity”), the Underwriter will neither offer nor sell unsold Bonds of a Restricted Maturity to any person at a price that is higher than the initial offering price of such Restricted Maturity to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of the Bonds of the particular Restricted Maturity to the public at a price that is no higher than the initial offering price of such Restricted Maturity to the public.

The Underwriter shall promptly advise the Issuer when it has sold 10% of the Bonds of the particular Restricted Maturity to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The Issuer acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to any Restricted Maturity.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

(i) “public” means any person other than an underwriter or a related party to an underwriter,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of

the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Bond Purchase Contract by all parties.

9. Termination. If the Issuer shall be unable to satisfy the conditions of the Underwriter’s obligations contained in this Bond Purchase Contract or if the Underwriter’s obligations shall be terminated for any reason permitted by this Bond Purchase Contract, this Bond Purchase Contract may be terminated by the Underwriter at, or at any time before, the time of the Closing. Notice of such termination shall be given by the Underwriter to the Issuer in writing, or by telephone confirmed in writing. The performance by the Issuer of any or all conditions contained in this Bond Purchase Contract for the benefit of the Underwriter may be waived by the Underwriter.

(a) The Underwriter shall also have the right, before the time of Closing, to cancel its obligation to purchase the Bonds, by written notice by the Underwriter to the Issuer, if between the date hereof and the time of Closing:

(i) Any event or circumstance occurs or information becomes known, which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement of a material fact set forth in the Preliminary Official Statement and the Official Statement or results in an omission to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; or

(ii) The market for the Bonds or the market prices of the Bonds at the initial offering prices set forth in the Official Statement or the ability of the Underwriter to enforce contracts for the sale of the Bonds shall have been materially and adversely affected, in the reasonable judgment of the Underwriter, by:

(1) An amendment to the Constitution of the United States or the State of California shall have been passed or legislation shall have been introduced in or enacted by the Congress of the United States or the legislature of the State of California legislation pending in the Congress of the United States shall have been amended or legislation shall have been recommended to the Congress of the United States or to the State of California or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation shall have been proposed for consideration by either such Committee by any member thereof or presented as an option for consideration by either such Committee by the staff of such Committee or by the staff of the joint Committee on Taxation of the Congress of the United States, or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United



States or of the State of California or the Tax Court of the United States, or a ruling shall have been made or a regulation or temporary regulation shall have been proposed or made or any other release or announcement shall have been made by the Treasury Department of the United States, the Internal Revenue Service or other federal or State of California authority, with respect to federal or State of California taxation upon revenues or other income of the general character to be derived by the Issuer or upon interest received on obligations of the general character of the Bonds which, in the reasonable judgment of the Underwriter, may have the purpose or effect, directly or, indirectly, of affecting the tax status of the Issuer, its property or income, its securities (including the Bonds) or the interest thereon, or any tax exemption granted or authorized by State of California legislation; or

(2) The declaration of war or engagement in or escalation of military hostilities by the United States or the occurrence of any other national emergency or calamity or terrorism affecting the operation of the government of, or the financial community in, the United States; or

(3) The declaration of a general banking moratorium by federal, New York or California authorities; or

(4) The occurrence of a major financial crisis, a material disruption in commercial banking or securities settlement or clearance services, or a material disruption or deterioration in the fixed income or municipal securities market; or

(5) Additional material restrictions not in force or being enforced as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; or

(6) The general suspension of trading on any national securities exchange; or

(iii) Legislation enacted, or a decision rendered by a court established under Article III of the Constitution of the United States or by the Tax Court of the United States, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made by or on behalf of the SEC, or any other governmental agency having jurisdiction of the subject matter shall have been made or issued to the effect that the Bonds, other securities of the Issuer or obligations of the general character of the Bonds are not exempt from registration under the Securities Act of 1933 (the "1933 Act"), or that the Indenture is not exempt from qualification under the Trust Indenture Act; or

(iv) Any change in or particularly affecting the Issuer, the Law, the Ordinance, the Resolution, the Bonds, the Indenture, the Escrow Agreement, the Continuing Disclosure Agreement or the collection of revenues pledged to payment of the Bonds as the foregoing matters are described in the Preliminary Official Statement or the Official Statement, which in the reasonable judgment of the Underwriter materially impairs the investment quality of the Bonds; or

(v) An order, decree or injunction of any court of competent jurisdiction, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including any or all underlying obligations, as described herein or in the Preliminary Official Statement or the Official Statement, is or would be in violation of any applicable law, rule or regulation, including (without limitation) any provision of applicable federal securities laws as amended and then in effect; or

(vi) A stop order, ruling, regulation or official statement by the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made or any other event occurs, the effect of which is that the issuance, offering or sale of the Bonds, or the execution and delivery of any documents, as described herein or in the Preliminary Official Statement or the Official Statement, is or would be in violation of any applicable law, rule or regulation, including (without limitation) any provision of applicable federal securities laws, including the 1933 Act, the Securities Exchange Act of 1934 or the Trust Indenture Act, each as amended and as then in effect; or

(vii) Any litigation has been instituted or is pending at the time of the Closing to restrain or enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting any authority for or the validity of the proceedings authorizing and approving the Bonds, the Resolution, this Bond Purchase Contract, the Continuing Disclosure Agreement, the Indenture, the Escrow Agreement or the existence or powers of the Issuer with respect to its obligations under the Bonds, this Bond Purchase Contract or the Continuing Disclosure Agreement; or

(viii) A reduction or withdrawal in the following assigned rating, or, as of the Closing Date, the failure by Moody's Investors Service to assign the rating of ["Baa1"] to the Bonds.

10. Amendments to Official Statement. During the period commencing on the Closing Date and ending twenty-five (25) days from the end of the underwriting period, the Issuer shall advise the Underwriter if any event relating to or affecting the Official Statement shall occur as a result of which it may be necessary or appropriate to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser or "potential customer" (as defined for purposes of Rule 15c2-12). If any such event occurs and in the reasonable judgment of the Underwriter and the Issuer, an amendment or supplement to the Official Statement is appropriate, the Issuer shall, at its expense, forthwith prepare and furnish to the Underwriter a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to counsel for the Underwriter) that will amend or supplement the Official Statement so that it will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser or "potential customer," not misleading.

11. Expenses. All reasonable expenses and costs of the Issuer incident to the performance of its obligations in connection with the authorization, issuance and sale of the

Bonds to the Underwriter, including the costs of printing or reproduction of the Bonds and the Official Statement in reasonable quantities, fees of consultants, fees of rating agencies, advertising expenses, fees and expenses of the Trustee and its counsel and fees and expenses of counsel to the Issuer, counsel to the Underwriter and Bond Counsel, shall be paid by the Issuer from the proceeds of the Bonds or other revenues of the Issuer. The Issuer shall be solely responsible for and shall pay for any expenses incurred by the Underwriter on behalf of the Issuer's employees and representatives which are incidental to implementing this Bond Purchase Contract, including, but not limited to, meals, transportation, lodging, and entertainment of those employees and representatives. All out-of-pocket expenses and costs of the Underwriter incurred under or pursuant to this Bond Purchase Contract, including, without limitation, California Debt Investment and Advisory Commission fees, meals and travel expenses, shall be paid by the Underwriter (which may be included as an expense component of the Underwriter's discount).

12. Use of Documents. The Issuer hereby authorizes the Underwriter to use, in connection with the public offering and sale of the Bonds, this Bond Purchase Contract, the Preliminary Official Statement, the Official Statement, the Indenture, the Escrow Agreement and the Continuing Disclosure Agreement, and the information contained herein and therein.

13. Notices. Any notice or other communication to be given to the Issuer under this Bond Purchase Contract may be given by delivering the same in writing to 2000 Mowry Avenue, Fremont, California 94538, Attention: Chris Henry, and any such notice or other communication to be given to the Underwriter may be given by delivering the same in writing to Merrill Lynch, Pierce, Fenner & Smith Incorporated, 555 California Street, Suite 1160, CA5-705-11-00, San Francisco, California 94104, Attention: Ed Wohlleb.

14. Benefit. This Bond Purchase Contract is made solely for the benefit of the Issuer and the Underwriter (including their respective successors or assigns) and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. Except as otherwise expressly provided herein, all of the agreements and representations of the Issuer contained in this Bond Purchase Contract and in any certificates delivered pursuant hereto shall remain operative and in full force and effect regardless of: (i) any investigation made by or on behalf of the Underwriter; (ii) delivery of and payment for the Bonds hereunder; or (iii) any termination of this Bond Purchase Contract, other than pursuant to Section 9.

15. Attorneys' Fees. In the event of a dispute arising under this Bond Purchase Contract, the prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Bond Purchase Contract.

16. Governing Law. This Bond Purchase Contract shall be construed in accordance with and governed by the Constitution and laws of the State of California applicable to contracts made and performed in the State of California. This Bond Purchase Contract shall be enforceable in the State of California, and any action arising hereunder shall be filed and maintained in Alameda County, California.

17. Counterparts. This Bond Purchase Contract may be executed in several counterparts, each of which shall be deemed an original hereof.

18. Miscellaneous. This Bond Purchase Contract contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements, prior writings and representations with respect thereto.

Very truly yours,

By: MERRILL LYNCH, PIERCE, FENNER &  
SMITH INCORPORATED, as Underwriter

By: \_\_\_\_\_  
Authorized Representative

Approved and Agreed to: \_\_\_\_\_, 2019

WASHINGTON TOWNSHIP HEALTH CARE  
DISTRICT

By: \_\_\_\_\_  
Authorized Officer

**SCHEDULE I**

**Maturity Schedule**

<u>Maturity Date</u> [July 1]	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>
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\$ \_\_\_\_\_ % Term Bonds due [July 1], 20\_\_ ; Priced to Yield \_\_\_ %  
\$ \_\_\_\_\_ % Term Bonds due [July 1], 20\_\_ ; Priced to Yield \_\_\_ %

- (A) Represents a Maturity which satisfies the 10% test.
- (H) Represents a Maturity subject to the hold-the-offering-price rule.
- (C) Priced to optional redemption date of \_\_\_\_\_, 20\_\_.

EXHIBIT A  
TO BOND PURCHASE CONTRACT

\$[PAR AMOUNT]  
Washington Township Health Care District  
Refunding and Revenue Bonds  
2019 Series A

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Merrill Lynch, Pierce, Fenner & Smith Incorporated (or its successor in interest, BofA Securities, Inc.) (“BofA Merrill Lynch”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

[Select appropriate provisions below:]

1. [Alternative 1<sup>1</sup> – All Maturities Use General Rule: *Sale of the Bonds*. As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.][Alternative 2<sup>2</sup> – Select Maturities Use General Rule: *Sale of the General Rule Maturities*. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.]

2. *Initial Offering Price of the [Bonds] [Hold-the-Offering-Price Maturities]*.

a) [Alternative 1<sup>3</sup> – All Maturities Use Hold-the-Offering-Price Rule: BofA Merrill Lynch offered the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.] [Alternative 2<sup>4</sup> – Select Maturities Use Hold-the-Offering-Price Rule: BofA Merrill Lynch offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.]

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<sup>1</sup> If Alternative 1 is used, delete the remainder of paragraph 1 and all of paragraph 2 and renumber paragraphs accordingly.

<sup>2</sup> If Alternative 2 is used, delete Alternative 1 of paragraph 1 and use each Alternative 2 in paragraphs 2(a) and (b).

<sup>3</sup> If Alternative 1 is used, delete all of paragraph 1 and renumber paragraphs accordingly.

<sup>4</sup> Alternative 2(a) of paragraph 2 should be used in conjunction with Alternative 2 in paragraphs 1 and 2(b).

b) [Alternative 1 – All Maturities use Hold-the-Offering-Price Rule: As set forth in the Bond Purchase Agreement, BofA Merrill Lynch has agreed in writing that, (i) for each Maturity of the Bonds, it would neither offer nor sell any of the unsold Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “*hold-the offering-price rule*”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. BofA Merrill Lynch has not offered or sold any Maturity of the unsold Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period. [Alternative 2 – Select Maturities Use Hold-the-Offering-Price Rule: As set forth in the Bond Purchase Agreement, BofA Merrill Lynch has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the unsold Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “*hold-the-offering-price rule*”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. BofA Merrill Lynch has not offered or sold any unsold Bonds of any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

### 3. *Defined Terms*

a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “*General Rule Maturities.*”

b) [*Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “*Hold-the-Offering-Price Maturities.*”]

c) [*Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([\_\_\_\_\_, 2019]), or (ii) the date on which BofA Merrill Lynch has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

d) *Issuer* means Washington Township Health Care District.

e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.



f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [\_\_\_\_\_, 2019].

h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents BofA Merrill Lynch’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Nixon Peabody LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Bonds. The representations set forth herein are not necessarily based on personal knowledge.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

MERRILL LYNCH, PIERCE, FENNER & SMITH  
INCORPORATED

By: \_\_\_\_\_  
Authorized Representative

Dated: \_\_\_\_\_, 2019

**SCHEDULE A**

**SALE PRICES OF THE GENERAL RULE MATURITIES AND  
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

*(Attached)*

**SCHEDULE B**  
**PRICING WIRE OR EQUIVALENT COMMUNICATION**

*(Attached)*

EXHIBIT B  
BOND PURCHASE CONTRACT

Proposed Form of Supplemental Opinion of Bond Counsel

[To be updated.]

\_\_\_\_\_, 2019

Merrill Lynch, Pierce, Fenner & Smith Incorporated  
555 California Street, Suite 1160  
CA5-705-11-00  
San Francisco, California 94104

Washington Township Health Care District  
2000 Mowry Avenue  
Fremont, California 94538

Washington Township Health Care District  
Refunding and Revenue Bonds  
2019 Series A

Ladies and Gentlemen:

This letter is addressed to you pursuant to Section 7(a)(vii)(2) of the Bond Purchase Contract, dated \_\_\_\_\_, 2019 (the "Purchase Contract"), by and between Merrill Lynch, Pierce, Fenner & Smith Incorporated, or BofA Securities, Inc., as successor in interest thereto, as underwriter (the "Underwriter") and the Washington Township Health Care District (the "District"), providing for the purchase of the above-referenced bonds (the "Bonds"). The Bonds are being issued pursuant to the District's Ordinance No. \_\_\_\_\_ adopted by the Board of Directors of the District on \_\_\_\_\_, 2019 (the "Ordinance"), Resolution No. [\_\_\_\_], adopted by the Board of Directors of the District on [\_\_\_\_, 2019] (the "Resolution"), and an Indenture, dated as of July 1, 1993, as supplemented by a Supplemental Indenture, dated as of March 15, 1994, a Second Supplemental Indenture, dated as of April 1, 1999, a Third Supplemental Indenture, dated as of June 1, 2007, a Fourth Supplemental Indenture, dated as of December 1, 2009, a Fifth Supplemental Indenture, dated as of November 1, 2010, a Sixth Supplemental Indenture, dated as of November 1, 2015, a Seventh Supplemental Indenture, dated as of April 1, 2017, an Eighth Supplemental Indenture, dated as of June 1, 2017, and a Ninth Supplemental Indenture, dated as of May 1, 2019 (as so supplemented, the "Indenture"), each by and between the District and U.S. Bank National Association, as successor trustee (the

“Trustee”). Capitalized terms not otherwise defined herein shall have the respective meanings ascribed thereto in the Indenture, if not defined in the Indenture, in the Purchase Contract.

In connection with our role as bond counsel, we have reviewed the Purchase Contract; the Ordinance; the Resolution; the Indenture; the Escrow Agreement; opinions of counsel to the District and the Trustee; certificates of the District, the Trustee, and others; and such other documents, opinions and matters to the extent we deemed necessary to provide the opinions or conclusions set forth herein.

The opinions or conclusions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions or conclusions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine or to inform any person whether any such actions are taken or omitted or events do occur or any other matters come to our attention after the date hereof.

Based on and subject to the foregoing and in reliance thereon, as of the date hereof, we are of the following opinions or conclusions:

a. The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

b. [Update] The statements contained in the Preliminary Official Statement and the Official Statement under the captions [“THE 2019 SERIES A BONDS,” “SECURITY FOR AND SOURCES OF PAYMENT FOR THE 2019 SERIES A BONDS,” “TAX MATTERS,” and APPENDIX D – “Proposed Form of Bond Counsel Opinion,”] excluding any material that may be treated as included under such captions by cross-reference, insofar as such statements purport to summarize certain provisions of the Bonds, the Resolution and the final form and content of our final legal opinion, dated the date hereof, concerning certain tax matters relating to the Bonds, are accurate in all material respects.

c. The Purchase Contract has been duly authorized, executed and delivered by the District, and, assuming due authorization, execution and delivery by the other parties thereto, constitutes a legal, valid and binding agreement of the District enforceable against each in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors’ rights generally and equitable remedies if equitable remedies are sought, and except no opinion is expressed as to the enforceability of the indemnification, waiver, choice of law or contributions provisions contained in the Purchase Contract.

This letter is furnished by us as bond counsel. No attorney-client relationship has existed or exists between our firm and the Underwriter in connection with the Bonds or by virtue of this letter. Our engagement with respect to the Bonds has concluded with their issuance. We disclaim any obligation to update this letter. This letter is delivered to the Underwriter as the underwriter of the Bonds, is solely for the benefit of the Underwriter in such capacity and is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by

any person other than the District and the Underwriter. This letter is not intended to, and may not, be relied upon by owners of the Bonds or by any other party to whom it is not specifically addressed.

Very truly yours,

EXHIBIT C  
BOND PURCHASE CONTRACT

Proposed Form of Opinion of Counsel to the District

[To be updated.]

\_\_\_\_\_, 2019

Merrill Lynch, Pierce, Fenner & Smith Incorporated  
555 California Street  
CA5-705-11-00  
San Francisco, CA 94104

Nixon Peabody LLP  
[555 West Fifth Street, 46th Floor  
Los Angeles, CA 90013]

Re: \$[PAR AMOUNT] Washington Township Health Care District  
Refunding and Revenue Bonds, 2019 Series A

Ladies and Gentlemen:

I have acted as special counsel to Washington Township Health Care District, a political subdivision of the State of California (the "District"), organized and existing under and pursuant to The Local Health Care District Law of the State of California (Division 23 of the California Health and Safety Code (the "Law")), in connection with the issuance of the Washington Township Health Care District Refunding and Revenue Bonds, 2019 Series A (the "Bonds").

My opinion is delivered pursuant to Section 7(a)(vii)(4) of the Bond Purchase Contract dated \_\_\_\_\_, 2019, (the "Bond Purchase Contract") between Merrill Lynch, Pierce, Fenner & Smith Incorporated, or BofA Securities, Inc., as successor in interest thereto, as underwriter (the "Underwriter"), and the District. My opinion is based on the general transaction structure described below. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Indenture (as hereinafter defined) or the Bond Purchase Contract.

The Bonds are being issued pursuant to Ordinance No. \_\_\_\_\_ of the District adopted on \_\_\_\_\_, 2019 (the "Ordinance"), Resolution No. [\_\_\_\_\_] of the District adopted on [\_\_\_\_\_, 2019] (the "Resolution"), and an Indenture, dated as of July 1, 1993, as supplemented by a Supplemental Indenture, dated as of March 15, 1994, a Second Supplemental Indenture, dated as of April 1, 1999, a Third Supplemental Indenture, dated as of June 1, 2007, a Fourth Supplemental Indenture, dated as of December 1, 2009, a Fifth Supplemental Indenture,



dated as of November 1, 2010, a Sixth Supplemental Indenture dated as of November 1, 2015, a Seventh Supplemental Indenture, dated as of April 1, 2017, an Eighth Supplemental Indenture, dated as of June 1, 2017 and a Ninth Supplemental Indenture, dated as of May 1, 2019 (as so supplemented, the “Indenture”), each between the District and U.S. Bank National Association, as trustee (successor trustee to Union Bank, N.A.) (the “Trustee”). The Bonds are limited obligations of the District payable solely from the Revenues of the District and certain other amounts held by the Trustee in the funds and accounts established pursuant to the Indenture, subject to the provisions of the Indenture permitting the application thereof for other purposes and on the terms and conditions set forth therein. The Bonds are being sold to the Underwriter pursuant to the Bond Purchase Contract.

The proceeds of the Bonds will be used by the District [(i) to finance certain capital expenditures for the Facilities (as defined in the Official Statement), (ii) to refund, on a current basis, the District’s outstanding Revenue Bonds, 2009 Series A (the “2009 Bonds”), (iii) fund a reserve fund and (iv) to pay the costs of issuing the Bonds.]

In connection with the refunding of the 2009 Bonds, the Issuer will enter into the Escrow Deposit and Trust Agreement, dated as of May 1, 2019 (the “Escrow Agreement”), with U.S. Bank National Association, as trustee and escrow agent for the 2009 Bonds.

The District will undertake, pursuant to a Continuing Disclosure Agreement, dated \_\_\_\_\_, 2019 (the “Continuing Disclosure Agreement”), between the District and FSC Continuing Disclosure Services, as dissemination agent, to provide quarterly and annual reports as described therein and notices of certain events relating to the Bonds. An Official Statement, dated \_\_\_\_\_, 2019 (the “Official Statement”), has been prepared to furnish information concerning the offering of the Bonds.

In rendering the opinions expressed herein, I have examined such documents, obtained and relied upon such certificates from public officials and officers and representatives of the District, and made such investigations of fact and law, as I have determined to be necessary or appropriate as a basis for the opinions expressed below. As to questions of fact relevant to this opinion, I have been furnished with, relied solely upon, and have not verified the accuracy of, (i) certificates and oral confirmations of public officials, (ii) certificates and oral confirmations of certain officers and authorized representatives of the District, (iii) answers given by officers and other representatives of the District to questions regarding, and documents submitted to me in response to the information request to the District sent [\_\_\_\_\_, 2019 (including (A) the Alameda County Board of Supervisors Resolution No. 50910 dated June 17, 1948, declaring the District a duly organized hospital district under and pursuant to the Local Hospital District Law (now known as the Local Health Care District Law) (the “1948 Resolution”), (B) Statement of Facts Roster of Public Agencies Filing filed on \_\_\_\_\_, 2019, certified by the Secretary of State on \_\_\_\_\_, 2019], (C) the current bylaws of the District, and (D) the Ordinance and the Resolution), (iv) representations and warranties made by the District in the agreements and certificates executed by the District in connection with the Bonds, and (v) other information provided to me by the District. I have assumed and have not verified the accuracy of the facts stated in any certificate, answers to questions or the documents provided to me in response to the information request including, without limitation, those listed above.

As described above, I have acted as special counsel to the District in matters related to the sale and delivery of the Bonds, but I am not general counsel to the District.

As used herein, the words “to my knowledge” or similar language means my actual knowledge, based solely upon (i) my review of the Bonds, the Bond Purchase Contract, the Indenture, the Escrow Agreement and the Continuing Disclosure Agreement (collectively, the “Bond Documents”), (ii) my review of documents made available by the District in response to the Due Diligence List sent \_\_\_\_\_, 2019, and (iii) information, and representations and warranties contained in a Certificate of the Chief Executive Officer of the District, dated \_\_\_\_\_, 2019 (the “Officer’s Certificate”), all without further investigation; provided that for purposes of the opinions expressed in (A) subparagraph (a) of paragraph 6, “to my knowledge” means my actual knowledge based solely on a litigation search of the docket of the federal court for the (I) Northern District of California and (II) Alameda County Superior Court, in each case, performed by CL@S Worldwide Information Services as of \_\_\_\_\_, 2019 (the “Litigation Search”) and the Officer’s Certificate, both without further investigation, and (B) subparagraphs (a) through (c) of paragraph 8, “to my knowledge” means my actual knowledge based solely on the Litigation Search, without further investigation.

The opinion in paragraph 1 is based solely upon my review of the 1948 Resolution.

In rendering this opinion, I have made the following assumptions:

- (1) the authenticity of all items submitted to me as originals, (2) the conformity to originals of all items submitted to me as certified or photostatic copies, (3) originals or certified or photostatic copies submitted have not been amended or modified after submission to me, and (4) except for the signatures on behalf of the District, the genuineness of such signatures and the legal capacity and due authority of all persons executing the same.
- All parties other than the District have: (1) the requisite corporate or other authority and power to execute, deliver and perform their obligations under the documents to which they are parties; (2) duly authorized, by all requisite corporate or other action, the execution and delivery of the documents to which they are parties; and (3) duly executed and delivered the documents to which they are parties.
- All documents to be executed by parties other than the District constitute valid and binding agreements enforceable against each of such parties thereto in accordance with their respective terms.

Based on the foregoing and subject to the qualifications set forth below, as of the date of this letter, it is my opinion that:

1. The District is a local health care district duly organized and public entity existing under the Law and Constitution of the State of California.

2. The District has all necessary power and authority to (a) enter into the Bond Documents, (b) carry out and perform all of its duties and covenants contained in the Bond Documents and consummate the transactions described therein and in the Official Statement, (c) adopt the Ordinance and the Resolution, and (d) approve the Official Statement.

3. The Bond Documents have been duly authorized, executed and delivered by the District.

4. Each of the (i) Ordinance (A) approving and authorizing the Bond Purchase Contract, and (B) approving and authorizing the sale of the Bonds at private sale, and (ii) Resolution (A) approving and authorizing the Bond Documents and the issuance of the Bonds, and (B) approving and authorizing the distribution of the Official Statement, in preliminary and final form, were duly adopted at separate meetings of the District's Board of Directors with respect to which each meeting all notice required by law and at which each meeting a quorum was present and acting throughout, and each of the Ordinance and the Resolution is in full force and effect and has not been modified, amended or rescinded.

5. The Bond Documents constitute the legal, valid and binding obligations of the District, enforceable against the District in accordance with their respective terms; except, in each such case, as such enforceability may be limited by bankruptcy, reorganization, insolvency and other similar laws affecting the enforceability of creditors' rights generally, by the application of equitable principles if equitable remedies are sought and the application of judicial discretion, by the covenant of good faith and fair dealing which by law may be implied into contracts, and except as the enforcement of indemnification provisions may be (a) held to be against public policy, or (ii) limited by applicable law.

6. The distribution of the Official Statement in preliminary and final form, the approval of the Official Statement by the District, the execution and delivery by the District of the Bond Documents, and the performance of the duties and covenants of the District contained therein, do not and will not, in any material respect, (a) constitute on the part of the District a violation or breach of or default under (with due notice or the passage of time or both): (i) the formation documents of the District, (ii) any California or federal law or administrative regulation known to me to be applicable to the District and typically applicable to transactions of the type described in the Bond Documents, (iii) any applicable court or administrative decree or order known to me, or (iv) to my knowledge, any agreements to which the District is a party or by which it or its properties are otherwise subject or bound, which violation, breach or default might have consequences that would materially and adversely affect the consummation by the District of the transactions described in the Bond Documents or the Official Statement, or the financial condition or operations of the District, or (b) to my knowledge, result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the District, other than Permitted Encumbrances (as defined in the Indenture).

7. No consent, permission, authorization, order or license of, or filing or registration with, any California or federal governmental authority (except as may be required under any state or federal blue sky or securities laws) and to my knowledge, no consent or approval of any trustee or holder of any indebtedness of the District is necessary in connection with the execution and delivery by the District of the Bond Documents, or the approval by the District of the

Official Statement, or the distribution of the Official Statement or the consummation of the transactions described therein, except as have been obtained or made and as are in full force and effect.

8.
  - a. Except as otherwise disclosed in the Official Statement, to my knowledge, there is no action, suit, proceeding, inquiry or investigation pending or threatened before or by any court or federal, state, municipal or other governmental authority against or affecting the District directly or indirectly challenging the consummation of the financing transactions described in, or the validity of, the Bonds or the Bond Documents, which, if determined adversely to the District, would have a material and adverse effect on such consummation or validity.
  - b. Except as otherwise disclosed in the Official Statement, to my knowledge, there is no action, suit, proceeding, inquiry or investigation pending or, to my knowledge, threatened before or by any court or federal, state, municipal or other governmental authority against or affecting the District or the assets, properties or operations of the District which, if determined adversely to the District, would have a material and adverse effect on the financial condition, assets or operations of the District.
  - c. Except as otherwise disclosed in the Official Statement, to my knowledge, the District is not in violation or breach with respect to any specific judicial or administrative adjudicative order or decree directed to or affecting the District by any federal, state or municipal court or other governmental authority which violation or breach might have consequences that would materially and adversely affect the consummation of the transactions described in the Bonds or the Bond Documents, or the financial condition or operations of the District.

9. The (a) District has all necessary power and authority required as of the date hereof to conduct the business now being conducted by it as described in the Bond Documents and the Official Statement, (b) hospital operated by the District (the "Hospital") is duly licensed by the State of California Department of Public Health as a general acute care hospital, and (c) the Hospital and the District are qualified to receive payments for its costs and expenses or to be compensated for providing health care services (to the extent such payment or compensation is available under applicable statutes, regulations, administrative practices and contracts) under the federal Medicare and California Medi-Cal programs.

10. [UPDATE - Based on the information made available to me in the course of my review of the Preliminary Official Statement and the Official Statement, and without having undertaken to determine independently or assuming any responsibility for the accuracy, completeness or fairness of the information or the statements contained in the Preliminary Official Statement and the Official Statement, nothing has come to my attention that would lead me to believe that the Preliminary Official Statement, as of the date thereof and the date of the sale of the Bonds, and the Official Statement, as of the date hereof and thereof (except in each case for the financial statements or financial information (including pro forma information),

demographic, statistical or economic data or forecasts, numbers, charts, tables, graphs, projections, assumptions or expressions of opinions, the information concerning The Depository Trust Company and its nominee and book-entry system, the Trustee, and Appendices [B, C, D, E and F], as to all of which I express no opinion or view), contains or contained any untrue statement of a material fact or omits or omitted to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.]

The opinion expressed in clause (b) of paragraph 9 is based solely on my review of the primary operating license that has been issued for operation of the Hospital by the California Department of Public Health. In rendering such opinion, I have assumed that such operating license is in full force and effect, that the Hospital and District are in material compliance with all of the requirements for such licensure and that such operating license is the only requirement of the State of California in order for the District to be qualified to provide general acute care health services and to operate and maintain the Hospital for such purposes.

With respect to the opinion expressed in clause (c) of paragraph 9, I have relied on representations made to me by officers of the District who are responsible for such matters, and in my opinion, it is reasonable to rely on such representations.

I express no opinion with respect to the laws of any state or jurisdiction other than California, except that I express my opinion as to federal law with respect to subparagraph (a)(ii) of paragraph 6 and paragraphs 7, 9, and 10. My opinion with respect to the enforceability of, or the effect of any fact upon, any agreement referred to herein is rendered as if such agreement were to be construed in accordance with and governed by the laws of the State of California, whether or not such agreement is to be so construed or governed. I advise you that under existing law, a provision for indemnity of any person may not be enforced to the extent such person is guilty of fraud, bad faith or willful misconduct. I further advise you that enforcement of indemnification provisions in any of the documents may be limited by applicable securities or other laws or held to be against public policy. I express no opinion as to the enforceability of any provision concerning governing or choice of law, jurisdiction, waiver or contribution.

I express no opinion as to any state or federal securities or blue sky laws or their application to any of the documents referred to herein or any transaction described in such documents, except as to the standards of materiality necessary to give my opinion in paragraph 10.

My opinions herein are based on laws, regulations, rulings and court decisions as of the date hereof.

My opinions herein are further qualified as follows: (i) as special counsel to the District in this matter, I have not rendered financial advice to it and do not represent by this letter or otherwise that I have reviewed or made any assessment about, nor do I express any opinion with respect to, the past, present or future financial condition of the District or any of its affiliates, (ii) as set forth above, I have undertaken a limited review in connection with the opinions expressed herein, and because of the complexity of the laws applicable to, and the myriad of operations and transactions entered into by, a modern hospital, healthcare system and health care

district and all their related organizations, (A) there can be no assurance that all relevant facts have been revealed to me in the course of my review, and (B) my limited review would not necessarily disclose every violation of applicable law.

The opinions set forth herein are expressed as of the date of this letter, and I assume no obligation to advise you of any circumstances, events or developments which may be brought to my attention following the date hereof and which may alter, affect or modify the opinions expressed herein.

This opinion is furnished by me as special counsel to the District and it may be relied upon only by the addressees in connection with the transactions described in the Ordinance, the Resolution, the Indenture, the Escrow Agreement, the Bond Purchase Contract and the Official Statement. This letter shall not be used, quoted, disseminated, circulated or relied upon by any other person or entity, for any purpose without my prior written consent; except that it may be included in the transcript of documents prepared in connection with the execution and delivery of the Bonds.

Very truly yours,

MARY K. NORVELL  
Attorney at law

CERTIFICATE OF TRUSTEE

The undersigned hereby states and certifies as follows:

(a) the undersigned is an authorized officer of U.S. Bank National Association (the “Bank”), a national banking association duly organized and validly existing under the laws of the United States of America and serving as (1) trustee in connection with the \$[PAR AMOUNT] aggregate principal amount of Washington Township Health Care District, Refunding and Revenue Bonds, 2019 Series A (the “Bonds”), which are issued pursuant to that certain Ninth Supplemental Indenture, dated as of May 1, 2019, between the Bank and the Washington Township Health Care District (the “District”), which supplements the Indenture dated as of July 1, 1993, as supplemented by a Supplemental Indenture, dated as of March 15, 1994, a Second Supplemental Indenture, dated as of April 1, 1999, a Third Supplemental Indenture, dated as of June 1, 2007, a Fourth Supplemental Indenture, dated as of December 1, 2009, a Fifth Supplemental Indenture, dated as of November 1, 2010, a Sixth Supplemental Indenture, dated as of November 1, 2015, a Seventh Supplemental Indenture, dated as of April 1, 2017 and an Eighth Supplemental Indenture, dated as of June 1, 2017 (as so supplemented, the “Indenture”), and (2) trustee and escrow agent in connection with that certain Escrow Deposit and Trust Agreement, dated as of May 1, 2019 (the “Escrow Agreement”);

(b) to the knowledge of the undersigned officer, the compliance with the provisions on the Bank’s part contained in the Indenture and the Escrow Agreement will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, or decree (except that no representation, warranty or agreement is made with respect to any federal or state securities or Blue Sky laws or regulations), nor will any such execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets held by the Bank pursuant to the Indenture or the Escrow Agreement under the terms of any such law, administrative regulation, judgment, or decree, except as provided in the Indenture or the Escrow Agreement, as applicable;

(c) to the knowledge of the undersigned officer, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, that has been served on or threatened against the Bank affecting the existence of the Bank or the entitlement of its officers to their respective offices, or seeking to prohibit, restrain or enjoin the execution and delivery of the Indenture or the Escrow Agreement or the collection of moneys pledged or to be pledged to pay the principal, premium, if any, and interest on the Bonds or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Indenture or the Escrow Agreement, or contesting the power or authority of the Bank to enter into, adopt or perform its obligations under the foregoing, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Indenture or the Escrow Agreement;

(d) within the scope of its obligations imposed by the Resolution, the Escrow Agreement and the Indenture, the Trustee will furnish such information as it has in its possession, execute such applications and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in writing in order to enable (i) the qualification of the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States of America as the Underwriter may designate and (ii) the determination of the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, or to enable the continuance of such qualification in effect so long as required for distribution of the Bonds; provided, however, that in no event shall the Bank be required to take any action that would (i) subject it to any service of process in any jurisdiction in which it is not now so subject or (ii) result in it doing business in any jurisdiction in which it is not now so doing business.

Unless otherwise specified, all capitalized terms used herein shall be as defined in the Indenture.

Dated: \_\_\_\_\_, 2019

U.S. Bank National Association,  
as Trustee

By: \_\_\_\_\_  
Authorized Representative



EXHIBIT E TO  
BOND PURCHASE CONTRACT

Form of Agreed Upon Procedures Letter

[Letterhead of PricewaterhouseCoopers]

[To be updated.]

\_\_\_\_\_, 2019

Washington Township Health Care District  
2000 Mowry Avenue  
Fremont, California 94538

and

Merrill Lynch, Pierce, Fenner & Smith Incorporated  
555 California Street, Suite 1160  
San Francisco, California 94104  
As the "Underwriter"

Ladies and Gentlemen:

We have audited the financial statements of Washington Township Health Care District (the "District") as of June 30, 2018 and 2017 and for each of the two years in the period ended June 30, 2018, included in Appendix B of the official statement for the \$[PAR AMOUNT] aggregate principal amount of Washington Township Health Care District Refunding and Revenue Bonds, 2019 Series A (the "Bonds"). Our report with respect thereto is included in Appendix B of the official statement. The official statement dated \_\_\_\_\_, 2019 is herein referred to as the "Official Statement."

We are independent certified public accountants with respect to the District under Rule 101 of the *Code of Professional Conduct* of the American Institute of Certified Public Accountants, and its interpretations and rulings.

We have not audited any financial statements of the District as of any date or for any period subsequent to June 30, 2018. Therefore, we are unable to and do not express any opinion on the financial position, changes in financial position or cash flows as of any date or for any period subsequent to June 30, 2018.

1. At your request, we have read the minutes of the 2019 meetings of the Board of Directors of the District as set forth in the minute books at [CUT-OFF DATE], 2019<sup>1</sup>, officials of the District having advised us that the minutes of all such meetings through that date were set forth therein, and have carried out other procedures to [CUT-OFF DATE], 2019 as follows:
  - a. With respect to the nine-month periods ended March 31, 2019 and 2018, we have:

<sup>1</sup> This date will be a date that is not more than five (5) business days prior to the date that the Bonds are sold (the "Sale Date").

- (i) Read the unaudited financial data of the District for the nine-month periods ended March 31, 2019 and 2018 furnished us by the District, and agreed the amounts contained therein with the District's accounting records. The financial information for the nine-month periods ended March 31, 2019 and 2018 is incomplete in that it omits the notes to the financial statements.
- (ii) Inquired of certain officials of the District who have responsibility for financial and accounting matters whether (1) the unaudited financial data referred to in a(i) are stated on a basis substantially consistent with that of the audited financial statements included in Appendix B of the Official Statement, (2) at March 31, 2019 there was any decrease in total assets, increase in long-term debt, change in net investment in capital assets net position, change in restricted-expendable net position, change in restricted for minority interest net position, change in unrestricted net position, or change in total net position as compared with amounts shown in the June 30, 2018 statement of net position included in Appendix B of the Official Statement, and (3) for the period from July 1, 2018 to March 31, 2019, there were any decreases, as compared with the corresponding period in the preceding year, in total operating revenues, in net patient service revenues, in operating income, or of increase in net position after other changes.

Those officials stated that (1) the unaudited financial data referred to in a(i) are stated on a basis substantially consistent with that of the audited financial statements included in Appendix B of the Official Statement, (2) at March 31, 2019, there was: [UPDATE - a decrease in total assets; no increase in long-term debt; a change in net investment in capital assets net position; no change in restricted-expendable net position; a change in restricted for minority interest net position; a change in unrestricted net position; and a change in total net position as compared with amounts shown in the June 30, 2018 statement of net position included in Appendix B of the Official Statement,] and (3) for the period from July 1, 2018 to March 31, 2019, there were [UPDATE - no decreases, as compared with the corresponding period in the preceding year, in total operating revenues, in net patient service revenues, in operating income, or of increase in net position after other changes, except that at March 31, 2019 and for the nine-month period then ended, there was a decrease in increase in net position after other changes and operating income from June 30, 2018 and as compared to the corresponding period in the following year, respectively, as follows (in thousands):]

	March 31, 2019	June 30, 2018	Increase (decrease)
Total assets			
Net investment in capital assets net position			
Restricted-expendable net position			
Restricted for minority interest net position			
Unrestricted net position			
Total net position			

	For the nine-months ended		Increase (decrease)
	March 31, 2019	March 31, 2018	
Operating income			
Increase in net position after other changes			

b. With respect to the \_\_\_\_\_-month period ended [\_\_\_\_], 2019, we have:

- (i) Read the unaudited financial data of the District for the \_\_\_\_\_-month period through [\_\_\_\_], 2019 and [\_\_\_\_], 2018, furnished to us by the District, and agreed the amounts contained therein with the District's accounting records. Officials of the District have advised us that no financial data as of any date or for any period subsequent to [\_\_\_\_], 2019, were available. The financial data for the \_\_\_\_\_-month period through [\_\_\_\_], 2019 and [\_\_\_\_], 2018 is incomplete in that it omits the notes to the financial statements.
- (ii) Inquired of certain officials of the District who have responsibility for financial and accounting matters whether (1) the unaudited financial data referred to in b.(i) are stated on a basis substantially consistent with that of the audited financial statements included in Appendix B of the Official Statement; (2) at [\_\_\_\_], 2019, there was any decrease in total assets, increase in long-term debt, change in net investment in capital assets net position, change in restricted-expendable net position, change in restricted for minority interest net position, change in unrestricted net position, or change in total net position as compared with amounts shown in the June 30, 2018 statement of net position included in Appendix B of the Official Statement, and (3) for the period from July 1, 2018 to [\_\_\_\_], 2019, there were any decreases, as compared with the corresponding period in the preceding year, in total operating revenues, in net patient service revenues, in operating income, or of increase in net position after other changes.

Those officials stated that (1) the unaudited financial data referred to in b.(i) are stated on a basis substantially consistent with that of the audited financial statements included in Appendix B of the Official Statement; (2) at [\_\_\_\_], 2019, there was: [UPDATE - no decrease in total assets; an increase in long-term debt; a change in net investment in capital assets net position; a change in restricted-expendable net position; a change in restricted for minority interest net position; a change in unrestricted net position; and a change in total net position as compared with amounts shown in the June 30, 2018 statement of net position included in Appendix B of the Official Statement, and (3) for the period from July 1, 2018 to [\_\_\_\_], 2019, there were [UPDATE - no decreases, as compared with the corresponding period in the preceding year, in total operating revenues, in net patient service revenues, in operating income, or of increase in net position after other changes, except that at [\_\_\_\_], 2019 and for the \_\_\_\_\_-month period then ended, there was a decrease in increase in net position after other changes and operating income from June 30, 2018 and as compared to the corresponding period in the following year, respectively, as follows (in thousands): ]

	[____] _, 2019	June 30, 2018	Increase (decrease)
Long-term debt			
Net investment in capital assets net position			
Restricted-expendable net position			
Restricted for minority interest net position			
Unrestricted net position			
Total net position			
	For the _____-months		

	ended		Increase (decrease)
	[____], 2019	[____], 2018	
Operating income			
Increase in net position after other changes			

- c. As mentioned in 1.b.(i), District officials have advised us that no financial data as of any date or for any period subsequent to \_\_\_\_\_, 2019 are available; accordingly, the procedures carried out by us with respect to changes in financial statement items after [\_\_\_\_], 2019 have, of necessity, been even more limited than those with respect to the periods referred to in 1a and 1b. We have inquired of certain officials of the District who have responsibility for financial and accounting matters as to whether (a) at [CUT-OFF DATE], 2019 there was any decrease in total assets, increase in long-term debt, change in net investment in capital assets net position, change in restricted-expendable net position, change in restricted for minority interest net position, change in unrestricted net position, or change in total net position as compared with amounts shown in the June 30, 2018 statement of net position included in Appendix B of the Official Statement, and (b) for the period from July 1, 2018 to [CUT-OFF DATE], 2019, there were any decreases, as compared with the corresponding period in the preceding year, in total operating revenues, in net patient service revenues, in operating income, or of increase in net position after other changes.

Those officials referred to above stated that at [CUT-OFF DATE], 2019, [UPDATE - there was an increase in long-term debt but they cannot comment on any other changes, including in increases or decreases in total assets, net investment in capital assets net position, restricted-expendable net position, restricted for minority interest net position, unrestricted net position, total net position, total operating revenues, net patient service revenue, operating income, or increase in net position after other changes of the District for the periods referred to above.]

2. At your request, we have read the items identified by you on the attached copy of the Official Statement and have performed the following procedures which were applied as indicated with respect to the letters explained below.

A	Compared to or recomputed from a corresponding amount in the District's audited financial statements including the notes to the audited financial statements included in Appendix B of the Official Statement and found such amounts to be in agreement. Specified dollar amounts and percentages were rounded as appropriate. However, we make no comment with respect to classification or reasons given for changes between periods, where applicable.
B	Compared to or recomputed from a schedule prepared by the District from its accounting records and found such amounts to be in agreement. We (a) compared the amounts on the schedule to corresponding amounts appearing in the accounting records and found such amounts to be in agreement and (b) determined that the schedule was mathematically correct. Specified dollar amounts and percentages were rounded as appropriate. However, we make no comment with respect to classification or reasons given for changes between periods, where applicable.

C	<p>Compared to or recomputed from a schedule prepared by the District from its accounting records and found such amounts to be in agreement. We (a) compared the amounts on the schedule to corresponding amounts appearing in the accounting records and found such amounts to be in agreement and (b) determined that the schedule was mathematically correct. Specified dollar amounts and percentages were rounded as appropriate. However, we make no representations as to the reasons set forth for any increase or decrease in amounts or percentages.</p> <p>It should be noted that the following non-GAAP measures are not measures of operating performance or liquidity defined by generally accepted accounting principles and may not be comparable to similarly titled measures presented by other districts:</p> <ul style="list-style-type: none"> <li>- "Total capitalization"</li> <li>- "Percent debt to capitalization"</li> <li>- "Income available for debt service"</li> <li>- "Total cash and investments"</li> <li>- "Total unrestricted cash and investments"</li> <li>- "Unrestricted cash-to-debt"</li> <li>- "Days cash on hand"</li> <li>- "Unrestricted liquidity position"</li> <li>- "Revenue supported debt to capitalization ratio"</li> </ul> <p>We make no comment about the District's definition, calculation or presentation of the above measures or their usefulness for any purposes.</p>
D	<p>Recomputed from the actual column for the proposed use of proceeds of the Bonds to be offered by means of this Official Statement as described under "Estimated Sources and Uses" and found such amounts to be in agreement. However, we make no comment as to whether the sale of the Bonds will be consummated and or use of proceeds as described therein will actually occur.</p>
E	<p>Compared to or recomputed from a corresponding amount in the District's audited financial statements including the notes to the audited financial statements which were not included or incorporated by reference in the Official Statement, but are publicly available on <a href="http://www.emma.msrg.org">www.emma.msrg.org</a>, and found such amounts to be in agreement. Specified dollar amounts and percentages were rounded as appropriate. However, we make no comment with respect to classification or reasons given for changes between periods, where applicable.</p>

3. Our audits of the financial statements for the periods referred to in the introductory paragraph of this letter comprised audit tests and procedures deemed necessary for the purpose of expressing an opinion on such financial statements taken as a whole. For none of the periods referred to therein, nor for any other period, did we perform audit tests for the purpose of expressing an

opinion on individual balances of accounts or summaries of selected transactions such as those enumerated above, and, accordingly, we express no opinion thereon.

4. It should be understood that we have no responsibility for establishing (and did not establish) the scope and nature of the procedures enumerated in paragraphs 1 through 3 above; rather, the procedures enumerated therein are those that Merrill Lynch, Pierce, Fenner & Smith Incorporated asked us to perform. Accordingly, we make no representations regarding questions of legal interpretation or regarding the sufficiency for your purposes of the procedures enumerated in the preceding paragraphs; additionally, such procedures do not provide any assurance concerning the District's (1) solvency, (2) adequacy of net position or (3) ability to pay its debts; also, such procedures would not necessarily reveal any material misstatement of the amounts or percentages listed above as set forth in the Official Statement. Further, we have addressed ourselves solely to the foregoing data and make no representations regarding the adequacy of disclosures or whether any material facts have been omitted. This letter relates only to the financial statement items specified above and does not extend to any financial statement of the District taken as a whole.
5. The foregoing procedures do not constitute an audit conducted in accordance with generally accepted auditing standards. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.
6. These procedures should not be taken to supplant any additional inquiries or procedures that you would undertake in your consideration of the proposed offering.
7. This letter is solely for your information and to assist you in your inquiries in connection with the offering of the securities covered by the Official Statement, and it is not to be used, circulated, quoted, or otherwise referred to for any other purpose, including but not limited to the registration, purchase, or sale of securities, nor is it to be filed with or referred to in whole or in part in the Official Statement or any other document, except that reference may be made to it in any list of closing documents pertaining to the offering of the securities covered by the Official Statement.
8. We have no responsibility to update this letter for events and circumstances occurring after [CUT-OFF DATE], 2019.

Very truly yours

EXHIBIT F TO  
BOND PURCHASE CONTRACT

Proposed Form of Trustee Counsel Opinion

[To be updated.]

\_\_\_\_\_, 2019

Merrill Lynch, Pierce, Fenner & Smith Incorporated  
555 California Street, Suite 1160  
CA5-705-11-00  
San Francisco, California 94104

Washington Township Health Care District  
2000 Mowry Avenue  
Fremont, CA 94111

U.S. Bank National Association  
Global Corporate Trust Services  
1 California Street, Suite 1000  
San Francisco, CA 94111

Ladies and Gentlemen:

We have acted as special counsel to U.S. Bank National Association (the “Trustee”), in connection with the execution and delivery by the Trustee of (i) that certain Indenture, dated as of July 1, 1993, as supplemented by a Supplemental Indenture, dated as of March 15, 1994, a Second Supplemental Indenture, dated as of April 1, 1999, a Third Supplemental Indenture, dated as of June 1, 2007, a Fourth Supplemental Indenture, dated as of December 1, 2009, a Fifth Supplemental Indenture, dated as of November 1, 2010, a Sixth Supplemental Indenture, dated as of November 1, 2015, a Seventh Supplemental Indenture, dated as of April 1, 2017, an Eighth Supplemental Indenture, dated as of June 1, 2017, and a Ninth Supplemental Indenture, dated as of May 1, 2019 (as so supplemented, the “Indenture”), each between the Trustee and the Washington Township Health Care District (the “District”), pursuant to which the District is issuing its Refunding and Revenue Bonds, 2019 Series A (the “Bonds”), and (ii) that certain Escrow Deposit and Trust Agreement, dated as of May 1, 2019 (the “Escrow Agreement”), between the Trustee, as trustee and escrow agent. All capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Indenture.

In connection with this opinion letter, we have examined originals, or copies certified or otherwise identified to our satisfaction, of the Indenture, the Escrow Agreement and such

documents, corporate records, certificates, including certificates of public officials, and other instruments as we have deemed necessary or advisable for purposes of this opinion letter, including those relating to the authorization, execution and delivery of the Indenture and the Escrow Agreement. In our examination and review we have assumed the genuineness of all signatures (other than the signatures of representatives of the Trustee), the legal capacity of natural persons, the authenticity of the documents submitted to us as originals, the conformity to the original documents of all documents submitted to us as certified or photostatic copies, and the authenticity of the originals of such copies. Regarding documents executed by parties other than the Trustee, we have assumed (i) that each such other party had the power to enter into and perform all its obligations thereunder, (ii) the due authorization of, and the due execution and delivery of, such documents by each such party and (iii) that such documents constitute the legal, valid and binding obligations of each such party.

Based upon and subject to the foregoing, and subject to the further assumptions, limitation, qualifications and exceptions set forth herein, we are of the opinion that:

(i) the Trustee is a national banking association duly organized, validly existing and in good standing under the laws of the United States of America and has full right, power and authority to act as Trustee under the Indenture and as trustee and escrow agent under the Escrow Agreement, and to execute and deliver the Indenture and the Escrow Agreement and comply with the terms thereof and perform its obligations thereunder; the Trustee has full right, power and authority to authenticate and deliver the Bonds, and has duly authorized the acceptance of the trust described in the Indenture.

(ii) the Bonds have been duly authenticated and delivered by the Trustee in accordance with the Indenture.

(iii) the Indenture and the Escrow Agreement have been duly authorized, executed and delivered by the Trustee and, assuming due authorization, execution and delivery thereof by the District, constitute the valid and binding obligations of the Trustee enforceable against the Trustee in accordance with their respective terms (except insofar as enforcement thereof may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws or judicial decisions affecting the rights of creditors generally or by the application of equitable principles where equitable remedies are sought); and

(iv) the authentication and delivery of the Bonds and the execution and delivery of and performance by the Trustee of its duties under the Indenture and the Escrow Agreement will not contravene, conflict with, violate or result in a breach of the terms, conditions or provisions of, or constitute a default under the Articles of Incorporation or Bylaws of the Trustee or any law of the State of California or of the United States of America or any rule or regulation thereunder governing the Trustee, any order or decree of any court or public authority having jurisdiction, or any mortgage, indenture, contract, agreement or undertaking known to us to which the Trustee is a party or by which it is bound.

We express no opinion as to any matter other than as expressly set forth above, and, in conjunction therewith, we specifically express no opinion as to the status of the Bonds, the issuance thereof or the interest thereon under (1) any federal securities laws, including, but not



limited to, the Securities Act of 1933, as amended, and the Trust Indenture Act of 1939, as amended, or any state securities or "Blue Sky" law, or (ii) federal, state or local tax law. Further, we express no opinion on the laws of any jurisdiction other than the State of California and the United States of America.

The opinion is as of the date hereof, and we undertake no, and hereby disclaim any, obligation to advise you of any change in any matter set forth herein. Further, this opinion neither implies, nor should it be viewed to imply, an approval or recommendation of any investment in the Bonds. Finally, this opinion is solely for the benefit of the addressees, and this opinion may not be relied upon in any manner, nor used, by any other persons, except that copies may be included in transcripts of proceedings for the issuance of the Bonds.

Yours truly,

**RESOLUTION NO. 1194**

**RESOLUTION OF THE BOARD OF DIRECTORS OF WASHINGTON  
TOWNSHIP HEALTH CARE DISTRICT DECLARING A VACANCY AND  
APPROVING AND APPOINTMENT PROCESS TO FILL VACANCY**

WHEREAS, the Washington Township Health Care District is a local health care district (“District”) which owns and operates a general acute care hospital and provides essential healthcare services to the population residing within the District’s political boundaries, including the cities of Fremont, Newark, Union City, parts of South Hayward and Sunol;

WHEREAS, pursuant to The Local Health Care District Law, Health & Safety Code § 32000 et seq., the District is governed by a five-member Board of Directors (the “Board”);

WHEREAS, on March 1, 2019, the District Clerk received the letter of resignation of District Board Member Patricia Danielson, resigning her position as a Director of the District, such resignation to be effective as of March 13, 2019;

WHEREAS, pursuant to Government Code § 1770(c)(1), Director Danielson’s resignation will create a vacancy on the Board of Directors of the District effective as of March 13, 2019;

WHEREAS, pursuant to Government Code § 1780(b), the District is required to notify the Alameda County Registrar of Voters of the vacancy within fifteen (15) days of the effective date of the vacancy;

WHEREAS, under Government Code § 1780(c), the Board has made the determination to fill the vacancy by appointment pursuant to Government Code § 1780(d);

WHEREAS, under Government Code § 1780(d), the Board has broad authority to select the process by which the Board will appoint an individual to fill a vacancy;

WHEREAS, the Board has determined it to be in the best interests of the District to use the appointment procedure outlined in Exhibit A (“Appointment Process”) (Exhibit A is attached hereto and incorporated herein by this reference); and

WHEREAS, the individual appointed by the Board pursuant to the Appointment Process will serve as a Director of the Board for the remainder of Director Danielson’s term of office, which will expire at noon on the first Friday of December of 2020.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board has determined that Director Danielson's resignation will create a vacancy on the Board of Directors of the Washington Township Health Care District as of March 13, 2019.

2. The Board has determined to fill the vacancy by appointment pursuant to Government Code § 1780(d).

3. The Board will utilize the Appointment Process outlined in Exhibit A to select an individual to be appointed as a Director of the Washington Township Health Care District.

4. The District Clerk is directed to notify the Alameda County Registrar of Voters of the vacancy as required by Government Code § 1780(b). The form Notice of Vacancy in Exhibit B is hereby approved. The District Clerk is directed to post the Notice of Vacancy in three or more conspicuous places in the District without unnecessary delay.

5. The Chief Executive Officer is hereby authorized to take any and all actions necessary to execute any and all instruments and do any and all things deemed by her to be necessary, or desirable, to carry out the intent and purposes of the foregoing resolutions.

Resolution No. 1194 passed and adopted by the Board of Directors of the Washington Township Health Care District this 13th day of March 2019 by the following vote:

AYES:

NOES:

ABSENT:

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BERNARD STEWART, DDS  
President, Board of Directors  
Washington Township Health Care District

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MICHAEL J. WALLACE  
Secretary, Board of Directors  
Washington Township Health Care District

**EXHIBIT A**  
**APPOINTMENT PROCESS**

1. Applicants should submit an application, resume, letter of interest and conflicts questionnaire by no later than March 27, 2019. The form of application will be provided by the District Clerk. All submissions should be sent to the District Clerk.
  
2. On April 10, 2019, the Board will consider applicants for appointment to the Board. The Board reserves the right to appoint an applicant on April 10, 2019 or to schedule interviews of selected candidates for appointment at a future Board meeting but no later than May 12, 2019.

**EXHIBIT B**  
**NOTICE OF VACANCY**

**RESOLUTION NO. 1195**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
WASHINGTON TOWNSHIP HEALTH CARE DISTRICT  
APPROVING AN AMENDMENT TO THE WASHINGTON TOWNSHIP  
HOSPITAL SERVICE LEAGUE, INC. BYLAWS**

WHEREAS, the Washington Township Health Care District (“District”) is a local health care district which owns and operates a general acute care hospital and provides essential healthcare services to the population residing within the District’s political boundaries, including the cities of Fremont, Newark, Union City, parts of South Hayward and Sunol;

WHEREAS, pursuant to The Local Health Care District Law, Health & Safety Code § 32000 et seq., the District is governed by a five-member Board of Directors (the “Board”);

WHEREAS, the Washington Township Hospital Service League, Inc. (the “Service League”), a California nonprofit corporation, exists to render service to the District, its patients, and the community to assist the District in promoting the health and welfare of the community;

WHEREAS, on February 20, 2019, at the annual meeting of the members of the Service League, the members approved an amendment to the Bylaws, revising the Bylaws as shown on Exhibit A (the “Amendment”) (Exhibit A is attached hereto and incorporated herein by this reference);

WHEREAS, amendments to the Bylaws of the Service League (the “Bylaws”) must be approved by the District’s Board of Directors; and

WHEREAS, the Board has determined that it is in the best interest of the District to approve the Amendment to the Bylaws as shown on Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The Board hereby approves of the Amendment to the Bylaws as shown on Exhibit A.

2. The Chief Executive Officer is hereby authorized to take any and all actions necessary to execute any and all instruments and do any and all things deemed by her to be necessary, or desirable, to carry out the intent and purposes of the foregoing resolutions.

Resolution No. 1195 passed and adopted by the Board of Directors of the Washington Township Health Care District this 13th day of March 2019 by the following vote:

AYES:

NOES:

ABSENT:

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BERNARD STEWART, DDS  
President, Board of Directors  
Washington Township Health Care District

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MICHAEL J. WALLACE  
Secretary, Board of Directors  
Washington Township Health Care District

**EXHIBIT A**  
**AMENDMENT TO BYLAWS**

See attached.



WASHINGTON TOWNSHIP HOSPITAL SERVICE LEAGUE, INC.

BYLAWS

ARTICLE I – NAME AND PLACE OF BUSINESS

Section 1.

The name of this organization shall be Washington Township Hospital Service League, Inc. a non-profit corporation, herein-after referred to as the Service League.

Section 2.

The principle office of the corporation shall be located in the City of Fremont, County of Alameda, State of California.

ARTICLE II – DEFINITIONS

Section 1.

Washington Township Hospital, as used herein, shall mean the hospital system or hospitals owned or operated by Washington [Township](#) Hospital District, a public corporation, the medical staff operating therein and the patients served thereby.

Section 2.

Fiscal year, as used herein, shall be March 1 to February 28 (29).

ARTICLE III – PURPOSE

The purpose of this organization is to render service to Washington Township Hospital District, its patients and community and to assist Washington Township Hospital in promoting the health and welfare of the community in harmony with objectives established by the governing board of the Hospital District.

ARTICLE IV – MEMBERSHIP

Section 1.

Membership in the Service League shall be open to all persons who are willing to conform to the Bylaws of the Service League.

WASHINGTON TOWNSHIP HOSPITAL SERVICE LEAGUE, INC.

BYLAWS

Section 2.

There shall be the following types of members.

- a. Active adult members who shall regularly participate in active service programs of the Service League and who shall be at least eighteen (18) years of age.
- b. Associate adult members who shall be interested in the purposes of the Service League, but do not qualify as active members.
- c. High school students shall be at least sixteen (16) years of age, who shall be entering their sophomore year in high school, are unmarried, and who shall participate in active service programs of the Service League at least twice a month.
- d. Inactive adult members who can no longer participate in active service due to permanent illness or disability shall be transitioned to Associate adult members. After adoption of these Bylaws, the "Inactive adult member" category will cease to exist.
- e. Honorary members who may be selected by the Board of Directors in recognition of outstanding services to the Service League.
- f. College students who shall regularly participate in active service programs of the Service League.

Section 3.

All memberships, except honorary memberships, shall be for a term of one (1) year and may be renewed at the end of each year by the action of the Service League Board of Directors. If after evaluation the Service League Board of Directors determines a member is unable or unsuitable to continue membership, the Board can declare the membership terminated or may refuse to renew a membership, after approval by the Hospital Chief Executive Officer and Hospital Board of Directors. Disregard of hospital policies as stated in signed Volunteer Agreement can result in immediate dismissal by the Designee of Volunteer Services.

Section 4.

The resignation of a member shall be in writing and become effective upon its acceptance by the Service League Board of Directors, providing that all indebtedness of such member is paid or waived.

Section 5.

All members in good standing, except college and high school students, shall have the right to vote, participate in meetings, and hold office in the Service League.

WASHINGTON TOWNSHIP HOSPITAL SERVICE LEAGUE, INC.

BYLAWS

ARTICLE V – DUES

Section 1.

The annual dues shall be: set for each type of member by a written resolution of the Board of Directors of the Service League. Once set by resolution, the annual dues will be remain in effect until changed by subsequent resolution of the Board of Directors of the Service League.

- ~~a. Active Member \$10.00~~
- ~~b. Inactive Member \$3.00~~
- ~~c. Associate Member \$30.00~~
- ~~d. Lifetime Member \$100.00 Active and Inactive Member Only~~

Section 2.

- a. Dues shall be payable on the first (1<sup>st</sup>) day of March and shall be delinquent on the fifteenth (15<sup>th</sup>) day of April. Failure to pay dues prior to delinquency shall constitute default and a member so defaulting shall be dropped from membership.
- b. The dues schedule shall be reclassified for any active member who fails to fulfill the obligations as set forth in Article IV, Section 2.a.

Section 3. Reinstatement

Any person whose membership has been terminated for nonpayment of dues may make application in writing to the Board of Directors for reinstatement. Such application shall be accompanied by payment of dues owed through the current year.

Section 4. One-time Dues For Active Adult Members

Any person who is an active adult member ~~may choose and chose~~ to make a one-time payment of \$100.00 prior to the adoption of these Bylaws instead of paying the annual dues ~~specified in Section 1 (a) above. The decision to make the one-time payment relieves the active adult member as required in Article V, Section 1, shall be relieved of any obligation~~ to pay further annual dues ~~pursuant to Section 1 (a) above~~ for so long as the person remains continuously either an Active Adult Member or an ~~Inactive Associate~~ Adult Member, but has no other effects and, in particular, does not in any way limit the powers of the Board of Directors to terminate or refuse to renew membership pursuant to Article IV Section 3 to reclassify that person's membership pursuant to Article V Section 2 (a).

WASHINGTON TOWNSHIP HOSPITAL SERVICE LEAGUE, INC.

BYLAWS

ARTICLE VI- OFFICERS

Section 1.

The officers of the Service League shall be President, First Vice President, Second Vice President, Treasurer, Secretary, and Parliamentarian.

Section 2.

Officers shall be elected to serve for a term of one (1) year, with the exception of the Treasurer who shall serve a term of two (2) years, or until their successors are elected. No officer, other than the Treasurer, shall serve more than two (2) consecutive years on the Board in a given position.

Section 3.

The election of officers shall be held at the Annual Meeting. The new officers shall be installed at the time and take office on the first day of the new fiscal year.

Section 4.

If an officer becomes unable or unsuitable to continue the term of office, the Service league Board can declare the office vacant after careful evaluation by the Service League Board of Directors and recommendation of the Hospital Chief Executive Officer. The vacancy shall be filled as specified in Article XI, Section 1.b., of these Bylaws.

ARTICLE VII – DUTIES OF OFFICERS

Section 1. – President

The President shall have general supervision over all activities of the Service League, shall preside at all meetings of the Service League and the Board of Directors, shall appoint the chairs of all special committees, shall be an ex-officio member of all committees except the Nominating Committee, shall attend all Foundation and Hospital Board of Directors meetings, and shall perform all duties incident to the office of President. The President shall work closely with the Hospital Chief Executive Officer and the Designee of Volunteer Services.

Section 2. – First Vice President

The First Vice President shall perform all duties and exercise all powers of the President in the latter's absence. This officer shall serve as liaison between the community and patient relations' services.

WASHINGTON TOWNSHIP HOSPITAL SERVICE LEAGUE, INC.

BYLAWS

Section 3. – Second Vice President

The Second Vice President shall perform all duties and exercise all powers of the First Vice President in the latter's absence. This officer shall be the general chair of the Membership and Board Development Committee and serve as liaison between the Membership and Board Development Committee and the Board of Directors, shall keep a master membership list, and be responsible for hours awards.

Section 4. – Treasurer

The Treasurer shall be the general chair of the Finance Committee and serves as liaison between the Finance Committee and the Board of Directors. This officer shall be responsible for keeping an accurate record of all finances of the Service League, and shall render an audited report at the end of the two year term in office and at such other times as may be requested by the Board of Directors. An annual review of the books shall be done by an auditor the years a full audit is not done. The Treasurer shall pay all bills by check and have books available for audit. The Treasurer shall collect all dues and deposit all monies in the General Fund Account.

Section 5. – Secretary

The Secretary shall keep an accurate record of proceedings of all meetings, have present at each meeting a current copy of the Bylaws and shall co-sign checks with the Treasurer or President in the absence of either one.

Section 6. – Parliamentarian

The Parliamentarian shall advise the Board on the conduct of the meetings with regard to parliamentary procedure and shall be responsible for Board adherence to these Bylaws. This officer shall have a current copy of ROBERT'S RULES OF ORDER, NEWLY REVISED at all meetings.

ARTICLE VIII – BOARD OF DIRECTORS

Section 1.

The Board of Directors shall consist of the officers elected by the membership of the Service League, as specified by Article VI, Section 1. The management and control of the property, funds, and affairs of the Service League shall be administered by the Board of Directors on behalf of the Service League membership. The Board of Directors shall adopt its own rules and procedures, not inconsistent with these Bylaws and the Articles of Incorporation.

The Service League Board shall bear in mind in administering said funds that the Washington Township Hospital District has similar objectives to those of the Service League and is supported by tax revenue. Insofar as feasible, the Service League shall not expend funds of the Service League which in the ordinary course of hospital financing would be supplied by the Washington Township District.

WASHINGTON TOWNSHIP HOSPITAL SERVICE LEAGUE, INC.

BYLAWS

Section 2.

There shall be at least four regular meetings per year of the Service League Board of Directors at such time as the Board of Directors may determine and shall be held at Washington Township Hospital, or at a place designated by the President if space is unavailable at the Hospital. If Hospital space is unavailable, advance notice of the change must be given to the Board of Directors.

Section 3.

Special Meetings of the Board of Directors may be held at any time and place determined by the President and shall be called when requested in writing by not fewer than four (4) members of the Board of Directors. There shall be a forty-eight (48) hour's prior notice for Special Meetings.

Section 4.

The majority of the members of the Board of Directors shall constitute a quorum at any meeting of the Board of Directors. In the absence of a quorum, the meeting shall be adjourned.

ARTICLE IX – MEMBERSHIP MEETINGS

Section 1.

The Annual Meeting shall be held in February, unless otherwise ordered by the Board of Directors, for the purpose of the election of officers, annual reports of officers and standing committees and such other business as may properly come before the meeting. The specific day, hour, and place shall be determined by the Board of Directors not less than thirty (30) days prior to the date of such meeting.

Section 2.

Ten percent (10%) of the voting membership at the Annual or Special Meeting shall constitute a quorum.

Section 3.

All members shall be given ten (10) day's prior written notice of all membership meetings.

ARTICLE X – STANDING AND SPECIAL COMMITTEES

Section 1.

Except as otherwise provided by these Bylaws, Chairs and members of all standing committees shall be appointed by the President and shall serve for one (1) year.

WASHINGTON TOWNSHIP HOSPITAL SERVICE LEAGUE, INC.

BYLAWS

Section 2.

With the approval of the Board of Directors, the President may appoint such special committees as may be necessary to carry out the purposes of the Service League. Such committees shall terminate as soon as they have discharged their function.

Section 3.

Any special committee created which has all or part of its function to engage in the collection and/or expenditures of monies, shall turn over to the treasurer within two (2) weeks after the project has been accomplished monies collected, together with an itemized list of all expenditures.

ARTICLE XI – DUTIES OF STANDING COMMITTEES

Section 1. – Nominating Committee

- a. The General Membership shall elect at their Annual Meeting the Nominating Committee which shall consist of seven (7) members and two (2) alternate members, as follows:

Past Chair of Nominating Committee

Five (5) members from the general membership

Two (2) alternate members from the general membership

If Past Chair is a Board Member eliminate Board Member (1) and increase members from general membership (5) by one.

The current Board of Directors will select one Board Member.

- b. The Nominating Committee shall function throughout the fiscal year and shall nominate for Board of Directors approval any officers to fill unexpired terms occurring between the Annual Meetings, when not otherwise provided for in the Bylaws.
- c. The Nominating Committee shall prepare a slate of nominees and publish same at least thirty (30) days prior to the Annual Membership Meeting.
- d. Nominations may be made from the floor at the Annual Membership Meeting, providing they are members in good standing and have given consent for their names to be placed in nomination.

Section 2. – Finance Committee

- a. The Finance Committee shall be comprised of the President, First Vice President, Immediate Past President and the Immediate Past Treasurer, the hospital's Chief Financial Officer or designate, Gift Shop Chairs, Member at Large, and the Treasurer who shall serve as chair of the committee.

WASHINGTON TOWNSHIP HOSPITAL SERVICE LEAGUE, INC.

BYLAWS

- b. The Finance Committee shall prepare an annual budget to present at the first Board of Directors meeting of the new fiscal year.

Section 3. – Membership and Board Development Committee

- a. The Membership and Board Development Committee shall be comprised of the 2<sup>nd</sup> Vice President, Director of Volunteer Services, Hospital's Director of Education or designate, and four members from the general membership. The 2<sup>nd</sup> Vice President shall serve as chair of the committee.

ARTICLE XII – AMENDMENTS

These Bylaws may be altered, repealed, or amended by an affirmative vote of two-thirds (2/3) of the members present and voting at any regular or special meeting of the Service League, provided that notice of the proposed alteration, repeal, or amendment be contained in a notice of the meeting, which has been communicated through appropriate means 10 to 90 days prior to the date of the meeting.

ARTICLE XIII – FUNDS

Section 1.

All checks drawn against funds of the Service League shall be signed by the Treasurer and countersigned by the President. In the absence of either one, checks may be countersigned by the Secretary.

Section 2. – Designated Funds

- a. Monies received from the following sources shall be called the designated funds.
  - 1) Donations unless specified by the donor
  - 2) Memorial/Honorary Donations
  - 3) Bridge Marathon & Vending
- b. Funds falling within the classification of 1) above shall be used in the manner as specified by the donor. Memorial donations, net receipts from the Bridge Marathon or undesignated donations shall be used in the manner directed by the Board of Directors.

Section 3. – General Fund

All other monies shall be designated as the General Fund and may be used for purposes not inconsistent with the Bylaws and Article of Incorporation.



WASHINGTON TOWNSHIP HOSPITAL SERVICE LEAGUE, INC.

BYLAWS

| ARTICLE ~~XV~~XIV – EXECUTION OF PAPERS

All documents made, accepted or executed by the Service League shall be signed or executed by the President.

| ARTICLE ~~XVI~~XV – PARLIAMENTARY AUTHORITY

The meetings of the Board of Directors and the Membership shall be governed by the current issue of ROBERT’S RULES OF ORDER, NEWLY REVISED, unless contrary to these Bylaws.

Approved by the Service League Board of Directors  
January 8, 2014

Approved by the General Membership  
February 10, 2014

Presented to the Hospital Board of Directors  
February 12, 2014



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# Memorandum

**DATE:** February 27, 2019

**TO:** Nancy Farber, Chief Executive Officer

**FROM:** Ed Fayen, Senior Associate Administrator of Operations and Support

**SUBJECT:** RE: Interfaces to Respironics to Physiological Monitors

We are requesting eleven Intellibridge Modules to interface respirators used in Critical Care to the Philips Physiological Monitors so that all important clinical information is displayed on one monitoring system, and that, in turn the data is transferred seamlessly to the medical record. Some of these modules are already in place for some respirators; this will interface the rest of our ventilator “fleet” in the Critical Care Department.

This is seen as major safety improvement for the patient care and a reduction in data entry work load for clinical staff (because currently the data from the respirators has to be manually entered into the physiological monitors and Epic). Having all this data “at the fingers tips” of the clinicians in Critical Care will make for a more rapid diagnosis and assessment of potentially critically ill patients, so treatment can occur more timely.

This Capital Purchase was included in the 2019 Fixed Asset Capital Budget. The cost of the equipment is **\$29,500**.

In accordance with District Law, Policies and Procedures, it is requested that the Board of Directors authorize the Chief Executive Officer to execute the appropriate contract documents to complete the purchase of eleven Intellibridge Modules to interface with respirators for a total amount not to exceed **\$29,500**.



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# Memorandum

**DATE:** February 5, 2019

**TO:** Nancy Farber, Chief Executive Officer

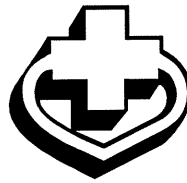
**FROM:** Ed Fayen, Sr. Associate Administrator  
John Lee, Chief Information Officer

**SUBJECT:** Copier Replacement

Hospital departments utilize multi-function copier equipment throughout the hospital for printing, scanning and copying data on a day to day basis. Each year, the Information Services department reviews service call history, page counts and technology usage for all copiers to identify which equipment needs to be replaced.

This year, we have identified seven copiers that need to be replaced. The copiers marked for replacement service various departments including nursing areas, pharmacy and admitting. By replacing older and more problematic copiers we improve the efficiency of operations and allow staff to focus foremost on patient care concerns.

In accordance with District Law, Policies and Procedures, it is requested that the Board of Directors authorize the Chief Executive Officer to enter into the necessary contracts and proceed with the purchase of hardware for a total amount not to exceed **\$48,299.43**. This is an approved equipment line item in the 2019 Capital budget.



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# Memorandum

**DATE:** January 25, 2019

**TO:** Nancy Farber, Chief Executive Officer

**FROM:** Ed Fayen, Senior Associate Administrator of Operations and Support  
John Lee, Chief Information Officer

**SUBJECT:** Security Event Information Management System - SIEM

The Information Services Security team utilizes a complex set of technology solutions which combine to form the overall WHHS data security solution. The deployment of a Security Information and Event Management System or SIEM will provide a unified view into the WHHS infrastructure but also provide workflow, compliance and log management. The SIEM was called out as a specific and key recommendation in the final report after an external Cyber Security Maturity Assessment was performed in 2018. The SIEM will provide a multitude of capabilities and services efficiently to the Information Services security team.

A SIEM is defined as a group of complex technologies that together provide a bird's-eye view into the WHHS security infrastructure. The SIEM provides centralized security event management, correlation and normalization for context and alerting. The SIEM can provide reporting on all ingested data from the various infrastructure systems which take in data from virtually any vendor including Anti-Virus, Network firewalls, Data Loss Preventions tools and other critical monitoring tools.

After data from the various already deployed systems is collected, the SIEM creates one place to quickly identify issues or concerns for further investigation in the environment. The SIEM deployment project will take approximately 3 months to fully complete and will be performed with the help of vendor resources. The cost to install the system includes hardware, software and professional services.

In accordance with District Law, Policies and Procedures, it is requested that the Board of Directors authorize the Chief Executive Officer to enter into the necessary contracts and proceed with the purchase of hardware, software and implementation services for a total amount not to exceed **\$182,600**. This amount is included in the fiscal year 2019 capital budget.



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# Memorandum

**DATE:** February 26, 2019

**TO:** Nancy Farber, Chief Executive Officer

**FROM:** Ed Fayen, Sr. Associate Administrator  
John Lee, Chief Information Officer

**SUBJECT:** Hitachi Vantara Video Management Platform

The current video management platform enables hundreds of cameras located across the hospital campus to record and be viewed by security personnel. However, this solution is in need of an upgrade that will enable longer video retention, a more reliable infrastructure and better performance.

By purchasing the Hitachi Vantara Video Management Platform, our video surveillance infrastructure will be located on storage and servers that are centralized in our new Morris Hyman data center. The platform will be managed by Information Services data administrators who currently manage similar server and storage solutions for our electronic medical record system. The speed and reliability of the new system will meet the critical need for an enterprise quality video management solution for the hospital.

In accordance with District Law, Policies and Procedures, it is requested that the Board of Directors authorize the Chief Executive Officer to enter into the necessary contracts and proceed with the purchase of the hardware, software and implementation services, for a total amount not to exceed **\$266,976**.