

A meeting of the Board of Directors of the Washington Township Health Care District was held on Wednesday, January 12, 2022 via Zoom. Director Yee called the meeting to order at 6:01 pm and led those in attendance of the meeting in the Pledge of Allegiance.

*CALL TO ORDER*

*PLEDGE OF ALLEGIANCE*

Roll call was taken: Directors present: Jeannie Yee; Bernard Stewart, DDS; Michael Wallace; Jacob Eapen, MD; William Nicholson, MD;  
Absent:

*ROLL CALL*

Also present: Kimberly Hartz, Chief Executive Officer; Dee Antonio, District Clerk

Guests: Ed Fayen, Chris Henry, Tina Nunez, Larry LaBossiere, Paul Kozachenko, Mary Bowron, Angus Cochran, Debbie Feary, Gisela Hernandez, Dr. Shakir Hyder, Evangeline Imana-Iyemura, Kel Kenady, John Lee, Nick Legge, Dan Nardoni, Donald Pipkin, Sheela Veejay, Marcus Watkins, and Sri Boddu.

Director Yee welcomed any members of the general public to the meeting. She noted that in order to continue to protect the health and safety of the members of the Board, District staff, and members of the public from the dangers posed by the SARS-CoV-2 virus, the Brown Act allows a local agency to continue to hold its meetings remotely as opposed to being required to meet in-person. Section 54953(e)(3) of the Government Code requires that the Board make certain findings every 30 days to continue meeting remotely. One such finding is that “state or local officials continue to impose or recommend measures to promote social distancing.” The Alameda County Health Officer continues to recommend social distancing and the wearing of masks indoors, as referenced by the Alameda County Health Care Services Public Health Department COVID-19 website at [www.covid-19.acgov.org](http://www.covid-19.acgov.org).

*OPENING REMARKS*

In accordance with District law, policies, and procedures, Director Nicholson moved that the Board of Directors make the finding required by Section 54953(e)(3)(B)(ii) of the Government Code that “state or local officials continue to impose or recommend measures to promote social distancing.” Director Wallace seconded the motion.

Roll call was taken:

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

The motion carried and the finding is affirmed.

Director Yee noted that Public Notice for this meeting, including connection information, was posted appropriately on our website. This meeting, conducted via Zoom, will be recorded for broadcast at a later date.

There were no Oral communications.

*COMMUNICATIONS:  
ORAL*

There were no Written communications.

*COMMUNICATIONS:  
WRITTEN*

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Director Yee presented the Consent Calendar for consideration:

*CONSENT CALENDAR*

- A. Minutes of the Regular Meetings of the District Board: December 8, December 20, and December 27, 2021

In accordance with District law, policies, and procedures, Director Nicholson moved that the Board of Directors approve the Consent Calendar, item A. Director Stewart seconded the motion.

Roll call was taken:

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

The motion unanimously carried.

Dr. Shakir Hyder, Chief of Staff, reported there are 571 Medical Staff members including 348 active members and 89 ambulatory members. He commented on the mandate that all practicing physicians get the COVID-19 booster by February 1, 2022. He noted the remodeled physician lounge is expected to open at the end of February.

*MEDICAL STAFF  
REPORT*

Ms. Debbie Feary, Service League President, reported that 119 members of the Service League contributed 1,467 hours over the past month. Volunteers continue to be busy assembling syringe kits for COVID-19 vaccinations. Our volunteers have assembled over 37,000 syringe kits since early 2021 and more than 23,300 COVID test kits in the last 12 months.

*SERVICE LEAGUE  
REPORT*

The Service League's annual meeting will be held in late February and new board members will be voted into office by the membership.

Kimberly Hartz introduced Dr. Dianne Martin, Antimicrobial Stewardship Leader and Mary Bowron, Chief of Quality & Resource Management who spoke about the 2022 Infection Prevention Program at Washington Hospital. She reviewed the background, focus and oversight responsibilities of the Infection Prevention Committee and covered the key program components. She noted that Washington Hospital reports data through the National Healthcare Safety Network (NHSN) and talked about the COVID prevention and control measures for 2022 including vaccine planning for healthcare workers and members of the WHHS community as well as COVID-19 patient education.

*QUALITY REPORT:  
2020 INFECTION  
PREVENTION  
PROGRAM*

Dr. Martin reviewed the Joint Commission Hospital National Patient Safety Goals for 2022 as well as those from the Centers of Disease Control. She reviewed the improvement strategies that were implemented in 2021 and listed the key strategies for improvement planned for 2022. She talked about the involvement of Infection

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Prevention in all construction projects to prevent transmission of infectious agents to vulnerable patient populations, health care workers, and hospital visitors by proactively managing risk. She also reviewed the Tuberculosis Surveillance policy for Washington Hospital.

She expressed appreciation to the team for all their efforts.

Chris Henry, Vice President & Chief Financial Officer, presented the Finance Report for November 2021. The average daily inpatient census was 136.9 with admissions of 740 resulting in 4,107 patient days. Outpatient observation equivalent days were 351. The average length of stay was 5.43 days. The case mix index was 1.495. Deliveries were 115. Surgical cases were 380. The Outpatient visits were 7,553. Emergency visits were 4,241. Cath Lab cases were 183. Joint Replacement cases were 166. Neurosurgical cases were 21. Cardiac Surgical cases were 13. Total productive FTEs were 1,505.1. FTEs per adjusted occupied bed were 6.18.

*FINANCE REPORT*

Mr. Henry reported that Moody's has maintained Washington Hospitals BAA2 rating with a negative outlook.

Kimberly Hartz, Chief Executive Officer, presented the Hospital Operations Report for December 2021. Preliminary information for the month indicated total gross revenue at approximately \$193,495,000 against a budget of \$171,913,000. We had 35 COVID-19 discharges which represented 4% of total discharges. This is higher than last month and represents an increase from the prior two months which averaged 23 COVID-19 discharges.

*HOSPITAL  
OPERATIONS REPORT*

The Average Length of Stay was 5.40. The Average Daily Inpatient Census was 150.1. There were 5 discharges with lengths of stay greater than 30 days, ranging from 35 to 119. Still in house at the end of December were seven patients with length of stays of over 30 days and counting.

There were 4,654 patient days. There were 397 Surgical Cases and 203 Cath Lab cases at the Hospital. Outpatient joint cases were budgeted to begin migrating to Peninsula Surgery Center in October 2021; these are now expected to begin during the first quarter of CY2022.

Deliveries were 137. Non-Emergency Outpatient visits were 7,284. Emergency Room visits were 4,817. Total Government Sponsored Preliminary Payor Mix was 70.2%, against the budget of 71.9%. Total FTEs per Adjusted Occupied Bed were 5.81. The Washington Outpatient Surgery Center had 536 cases and the clinics had approximately 16,217 visits.

There were \$1,430,184 in charity care applications pending or approved in December and included one account with a write-off of \$1.2 million (a Medicare patient with a long length of stay that had previously exhausted their maximum lifetime days).

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Fiscal Year to Date Homeless Patient Activity: There were 1,043 patient encounters representing 581 homeless patients of which 164 had more than one encounter during the quarterly period. The estimated total unreimbursed cost for fiscal year to date was about \$3.1 million.

- The Community vaccination clinic is scheduling people 5 years of age and older. As of Friday, January 7<sup>th</sup>, a total of 81,929 COVID vaccine doses have been administered to community members at our vaccination clinic, including 2,417 vaccinations of children ages 5-11 years old.
- Tuesday, December 14<sup>th</sup>: Get Fit at Home the Right Way: Strengthen Muscles While Protecting Your Joints
- Scheduled for Tuesday, February 8<sup>th</sup>: Heart Attack: Symptoms and Prevention on Facebook Live and YouTube.
- As part of the Washington Hospital Management Staff holiday celebration, members of Management Staff donated \$6,699.40 to the Tri-City Food Bank.
- WHEA held a coat and blanket drive to benefit the Viola Blythe Center in Newark. Employees of the Hospital donated five barrels of blankets, jackets, and socks. WHEA also held a gift-card drive for the City of Fremont's "Giving Hope holiday program. \$255 in gift cards was collected from employees.
- WHEA donated \$5,000 to the City of Fremont's Afghan Refugee Relief Fund.
- January Employee of the Month: John Peterson, Transport Coordinator

*ANNOUNCEMENTS*

The following two Action Items on the agenda are Resolution No. 1234 and Resolution No. 1235. Prior to any discussion, Director Wallace made the following disclosure:

- Director Wallace is the Chairman of the Board of Fremont Bank and a Shareholder;
- Director Wallace recused himself from any consideration of this matter;
- As the meeting was being held over Zoom, Director Wallace was unable to leave the room; instead, he terminated the Zoom connection and did not participate in any way in discussion regarding these matters;

In accordance with District Law, Policies and Procedures, Director Nicholson moved that the Board of Directors approve Resolution No. 1234 to authorize the CEO / CFO / COO to open and maintain the account(s) contemplated on Fremont Bank's signature card and the Deposit Account Agreement and Disclosure as delineated in this Resolution.

*CONSIDERATION OF  
RESOLUTION No. 1234:  
BANKING RESOLUTION*

Director Stewart seconded the motion.

Roll call was taken:

Jeannie Yee – aye  
Bernard Stewart, DDS - aye  
Michael Wallace – recused  
Jacob Eapen, MD – aye

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William Nicholson, MD - aye

The motion carried.

In accordance with District Law, Policies and Procedures, Director Nicholson moved that the Board approve Resolution No. 1235 noting that in the Resolution language, Company = District.

*CONSIDERATION OF  
RESOLUTION No.1235:  
TREASURY  
MANAGEMENT  
SERVICES AGREEMENT*

- a. The Company finds that it is in the best interest of the Company to enter into the TMSA, as amended from time to time;
- b. The Company authorizes and appoints each of the officers of the Company and any authorized signer on the Accounts, acting individually or together, to execute and deliver the TMSA;
- c. Any one or more of the foregoing persons are authorized to negotiate terms and conditions of the Acceptance, amendments or supplements to the Acceptance, and to enter into such other agreements, supplements and amendments as they individually or jointly determine to be appropriate, including amendments or supplements; and
- d. The authority given above will continue, and the Bank may rely on the actions of any person referred to above, until such time as the Bank is given formal written notice of the revocation of such authority and the Bank has an opportunity to respond to the same. All acts and deeds taken by any person referred to above shall be deemed the act and deed of the Company for all purposes relating to the Acceptance and to all services described in the Acceptance or provided by the Bank to the Company under the Acceptance.

Director Stewart seconded the motion.

Roll call was taken:

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

The motion carried.

In accordance with Health & Safety Code Sections 32106, 32155 and California Government Code 54956.9(d)(2), Director Yee adjourned the meeting to closed session at 7:36 p.m., as the discussion pertained to a Conference involving Trade Secrets pursuant to Health & Safety Code section 32106: Strategic Discussion, Report of Medical Staff and Quality Assurance Committee, Health & Safety Code section 32155, and Conference with Legal Counsel-Anticipated litigation pursuant to government code section 54956.9(d)(2). Director Yee stated that the public has a right to know what, if any, reportable action takes place during closed session. Since this is a separate Zoom call and we have no way of knowing when the closed session will end, the public was informed they could contact the District Clerk for

*ADJOURN TO CLOSED  
SESSION*

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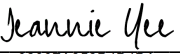
the Board's report beginning January 13, 2022. She indicated that the minutes of this meeting will reflect any reportable actions.


Director Yee reconvened the meeting to open session at 9:15 pm. The District Clerk reported there was no reportable action taken in the closed session.

*RECONVENE TO OPEN  
SESSION & REPORT ON  
CLOSED SESSION*

There being no further business, Director Yee adjourned the meeting at 9:15 pm.

*ADJOURNMENT*

DocuSigned by:  
  
02007A853B4B4BA...  
Jeannie Yee  
President

DocuSigned by:  
  
88231G78GEF24F3...  
William Nicholson, M.D.  
Secretary



### BANKING RESOLUTION No. 1234

Account Title:

Tax Identification Number:

I/we, the undersigned, hereby certify to Fremont Bank ("Bank") that the undersigned am/are the individual owner of the sole proprietorship, or the secretary of the corporation, or the general partners of a partnership, or the members (if management is by members) of the limited liability company, or the managers the limited liability company (if management is by the managers), or the representatives of the governing body of this organization;

**Whereas**, the following is a true and correct copy of Resolutions duly adopted by the board of directors (if a corporation), the partners (if a partnership), members/managers (if a limited liability company), proprietor (if a sole proprietorship) or other governing authority of the organization, who entitled, authorized or otherwise required to act to bind the organization, and that such Resolutions are in full force and effect and have not been amended, modified or repealed;

**Resolved That:** The  (title(s)) of this organization is/are authorized to open and maintain the account(s) contemplated on Fremont Bank's signature card and the Deposit Account Agreement and Disclosure, copies of which have been presented to the organization; and

**Further Resolved That:** The titles named above or the person or combination of persons listed as signers on the signature card and any amendments to the signature card are also authorized to open additional accounts and enter into additional agreements on behalf of the organization for other services to be provided by Fremont Bank (whether relating to the accounts or otherwise), and to agree to the terms and conditions of the same, all for on behalf of the organization; and

**Further Resolved That:** The person or combination of persons listed as signers on the signature card are also authorized to open this account and endorse, on behalf of this organization, any checks or other items payable to the organization or its order, to deposit such checks and other items into the account with or without such endorsement, to direct withdrawals from, write checks on and give other instructions with reference to the account(s); and

**Further Resolved That:** This organization hereby ratifies the prior acts of its officers, agents or employees in opening the account with this Bank, together with any acts performed in relation to the account(s); and

**Be It Further Resolved That:** These resolutions are in addition to any other authorizations in effect and shall remain in force until Fremont Bank receives written notice of its revocation, including, but not limited to, the ability or inability of any authorized signer to give Fremont Bank instructions on the account(s) or on future deposit accounts, at the office of account or at any other address specified by Fremont Bank.



I certify under penalty of perjury under the laws of the State of California, that the following is true and correct of my own personal knowledge:

I am the  of   
(title) (name of organization)

a ,  is the  
(type of entity, i.e., Corporation, LLC, Partnership, etc.) (officer name)

of said organization; the signature card and signed by  
(officer)

the officer(s) of this organization is the signature card contemplated by the foregoing resolutions; and additionally any amendments (Business Account Signature Card Amendment) or deletion of authorized signers on the signature card by the organization are authorized by the undersigned signature; and these resolutions remain unmodified and are still in full effect. All of the signatures appearing for authorized signer(s) on the signature card are those of the person(s) authorized in the resolutions; and these resolutions remain unmodified and are still in full force and effect.

WITNESS, my hand and authorization of the organization.

Signature:  Dated:   
(title) 98231C70CEF24F3... William F. Nicholson





# BUSINESS Signature Card

This card  establishes a new acct.  adds a signer to existing acct.  name / title change

Date: 12/24/2021

Account Type	Account Number	Date Opened
Public Funds Checking	2990458	

**ACCOUNT TITLE:** Washington Township  
Washington Township Health Care District  
Employee Benefits (HealthComp)

**Ownership:** Corporation

### BACKUP WITHHOLDING CERTIFICATIONS:

Under penalties of perjury, I certify that **TIN:** 94-6030667

- 1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2) I am not subject to withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3) I am a U.S person (including a U.S. resident alien)

Certification instructions. You must cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

**Name:** Washington Township  
Washington Township Health Care District  
Employee Benefits (HealthComp)

**Signature:**

**All New Accounts are verified through ChexSystems.**

This account and any future accounts, will be maintained subject to all applicable laws and the Bank's current and future rules, regulations, practices and charges, including, without limitation, those stated in the Bank's Deposit Account Agreement, as amended from time to time, and the terms and conditions as stated herein. By signing this signature card, the undersigned personally and as, or on behalf of, the account owner(s) agree to the terms of, and acknowledge receipt of copy(ies) of this document and the Deposit Account Agreement.

By signing below, you authorize us to make any inquiries we consider appropriate from time to time to evaluate you and the account(s) indicated above. This may include ordering a consumer credit report on you personally. You also agree that information regarding your credit may be provided to or obtained from the Bank and our affiliates. You authorize us to disclose information about the account to credit reporting agencies and to other persons or agencies who we reasonably believe have a legitimate business purpose for obtaining this information.

Except as otherwise provided in the Deposit Account Agreement, or in the agreement or order governing, or other legal authority for this account, the Bank may permit withdrawal when authorized by any one signature of the person(s) who sign below.

(1) **Signature :**

SSN: **ON FILE**  
ID Type:  
ID issue date: **ON FILE**  
Address:

Name: Kimberly Hartz  
Capacity:  
Date of Birth: **ON FILE**  
Issued by: ID Number:  
ID Expiration date: **ON FILE**  
City, State, ZIP:

(2) **Signature :**

SSN: **ON FILE**  
ID Type:  
ID Issue date: **ON FILE**  
Address:

Name: Edward Fayen  
Capacity:  
Date of Birth: **ON FILE**  
Issued by: ID Number:  
ID Expiration date: **ON FILE**  
City, State, ZIP:

(3) **Signature :**

SSN: **ON FILE**  
ID Type:  
ID Issue date: **ON FILE**  
Address:  
Port #:

Name: Christopher Henry  
Capacity: **ON FILE**  
Date of Birth:  
Issued by: ID Number:  
ID Expiration date: **ON FILE**  
City, State, ZIP:

additional signers on the back

Opened by:



**ACCOUNT TITLE:** Washington Township  
Washington Township Health Care District  
Employee Benefits (HealthComp)

**Account Number** 2990458

**Date:** 12/24/2021

**All New Accounts are verified through ChexSystems.**

This account and any future accounts, will be maintained subject to all applicable laws and the Bank's current and future rules, regulations, practices and charges, including, without limitation, those stated in the Bank's Deposit Account Agreement, as amended from time to time, and the terms and conditions as stated herein. By signing this signature card, the undersigned personally and as, or on behalf of, the account owner(s) agree to the terms of, and acknowledge receipt of copy(ies) of this document and the Deposit Account Agreement.

By signing below, you authorize us to make any inquiries we consider appropriate from time to time to evaluate you and the account(s) indicated above. This may include ordering a consumer credit report on you personally. You also agree that information regarding your credit may be provided to or obtained from the Bank and our affiliates. You authorize us to disclose information about the account to credit reporting agencies and to other persons or agencies who we reasonably believe have a legitimate business purpose for obtaining this information.

Except as otherwise provided in the Deposit Account Agreement, or in the agreement or order governing, or other legal authority for this account, the Bank may permit withdrawal when authorized by any one signature of the person(s) who sign below.

(4) **Signature :**

Name: Jose A Rivero

Capacity: CEO of HealthComp

**SSN:** See Attached copy from HealthComp

**Date of Birth:** See Attached copy from HealthComp

**ID Type:**

**Issued by:** **ID Number:**

**ID Issue date:**

**ID Expiration date:**

**Address:**

**City, State, ZIP:**

(5) **Signature :**

Name: Thomas J. Georgouses

Capacity: Executive VP and General Counsel

**SSN:** See Attached copy from HealthComp

**Date of Birth:** See Attached copy from HealthComp

**ID Typ:**

**Issued by:** **ID Number:**

**ID issue date:**

**ID Expiration date:**

**Address:**

**City, State, ZIP:**

(6) **Signature :**

Name:

Capacity:

SSN: XXXX

Date of Birth: XXXX

ID Type: XXXXX

Issued by: ID Number: XXXX

ID Issue date: XXXX

ID Expiration date: XXXX

Address: XXXX

City, State, ZIP: XXXX

(7) **Signature :**

Name:

Capacity: XXXX

SSN: XXXX

Date of Birth: XXXX

ID Type: XXXX

Issued by: XXXX ID Number: XXXX

ID Issue date: XXXX

ID Expiration date: XXXX

Address: XXXX

City, State, ZIP: XXXX

(8) **Signature :**

Name:

Capacity: XXXX

SSN: XXXXX

Date of Birth: XXXX

ID Type: XXXXX

Issued by: XXXX ID Number: XXXXX

ID Issue date: XXXXX

ID Expiration date: XXXXX

Address: XXXX

City, State, ZIP: XXXX

(9) **Signature**

Name:

Capacity: XXXX

SSN: XXXX

Date of Birth: XXXX

ID Type: XXXX

Issued by: ID Number: XXXX

ID Issue date: XXXX

ID Expiration date: XXXX

Address: XXXX

City, State, ZIP: XXXX

**RESOLUTION No. 1235**  
**FREMONT BANK**

**TREASURY MANAGEMENT SERVICES AGREEMENT ACCEPTANCE**

Washington Township Health Care District (the "Company")

Tax ID: 94-6030667

I/we, the undersigned ("Undersigned"), hereby certify to Fremont Bank ("Bank") that the undersigned am/are the individual owner of the sole proprietorship, or the secretary of the corporation, or all the general partners, or all the members (if management is by members), or all the managers (if management is by the managers), or all the representatives of the governing body of the Company, and designated keeper of the records and minutes of the Company;

WHEREAS, the following is a true and correct copy of Company Resolutions ("Resolutions") duly adopted by the Company (if a corporation), the partners (if a partnership), members/managers (if a limited liability Company), proprietor (if a sole proprietorship) or other governing authority of the Company at a meeting held on the 12th day of January, 2022, at which a quorum was present and acting throughout, or adopted by the written consent of a majority of those entitled or required to act to bind the Company, and that such Company Resolutions are in full force and effect and have not been amended, modified or repealed; and

WHEREAS, the Company has reviewed and approved the Fremont Bank Treasury Management Services Agreement ("TMSA"), pursuant to which the Company agrees to be bound by the Fremont Bank Master Treasury Management Services Agreement (TMSA), together with each applicable Service Description, including any Supporting Documents, corresponding exhibits, schedules or attachments to the same, which apply to the services designated by Company in the Acceptance (collectively referred to herein as the "Acceptance") to be entered into by and between the Company and Fremont Bank ("Bank"); and

WHEREAS, defined terms in this document shall have the meaning provided in the Acceptance, unless otherwise provided herein; and

WHEREAS, the Company has determined that it is in the best interests of the Company to enter into the Acceptance in connection with the Services and subject to the terms and conditions of the Acceptance, as amended from time to time; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

- (a) The Company finds that it is in the best interest of the Company to enter into the TMSA, as amended from time to time;
- (b) The Company authorizes and appoints each of the officers of the Company and any authorized signer on the Accounts, acting individually or together, to execute and deliver the TMSA;
- (c) Any one or more of the foregoing persons are authorized to negotiate terms and conditions of the Acceptance, amendments or supplements to the Acceptance, and to enter into such other agreements, supplements and amendments as they individually or jointly determine to be appropriate, including amendments or supplements; and
- (d) The authority given above will continue, and the Bank may rely on the actions of any person referred to above, until such time as the Bank is given formal written notice of the revocation of such authority and the Bank has an opportunity to respond to the same. All acts and deeds taken by any person referred to above shall be deemed the act and deed of the Company for all purposes relating to the Acceptance and to all services described in the Acceptance or provided by the Bank to the Company under the Acceptance.

The Undersigned, hereby certifies under penalty of perjury under the laws of the State of California that the forgoing Resolutions were duly and legally adopted by the governing body of the Company and that said Resolutions have not been revoked and are currently in full force and effect:

I certify under penalty of perjury under the laws of the State of California, that the following is true and correct of my own personal knowledge:

I am the Board Secretary of Washington Township HealthCare District  
(title) (name of organization)

a Government Entity, Kimberly Hartz is the  
(type of entity, i.e., Corporation, LLC, Partnership, etc.) (officer name)

Chief Executive Officer of said organization; the signature card and signed by  
(officer)

the below stated officer(s) of this organization are authorized in the Resolutions; and these Resolutions remain unmodified and are still in full force and effect.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: Chief Executive Officer

Print Name: Kimberly Hartz

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: Executive VP and COO

Print Name: Edward Fayen

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: Vice President and CFO

Print Name: Christopher Henry

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

WITNESS, my hand and authorization of the organization

Board Secretary Signature: William F. Nicholson Dated: \_\_\_\_\_  
(title) DocuSigned by: 98234C70CEF24F3...



**FREMONT BANK  
TREASURY MANAGEMENT SERVICES AGREEMENT ACCEPTANCE**

**Part I – Certification**

*New Acceptance*

*Amendment No. \_\_\_ to existing Acceptance of  
Treasury Management Services, original dated:  
9/4/20*

Each amendment to this Acceptance will effectively supersede all prior versions of this Acceptance. Defined terms will have the meaning provided in the Fremont Bank Master Treasury Management Services Agreement, and applicable Service Description(s), unless otherwise defined herein.

The person(s) signing (“Executing Representative(s)”) this Treasury Management Services Agreement Acceptance (“Acceptance”) on behalf of the company identified in the signature block of this Acceptance (“Client”), certifies on behalf of Client that:

- (a) Client agrees to be bound by the Fremont Bank Master Treasury Management Services Agreement, together with each applicable Service Description, including any Supporting Documents, corresponding exhibits, schedules, enrollments, or attachments to the same, which apply to the services designated by Client in Part II of this Acceptance, and Client’s use of any Service, including without limitation each Service that Client commences using after the Effective Date of this Acceptance, confirms Client’s agreement to be bound by each Service Description relating to that Service;
- (b) The Client has received a copy of the Master Agreement together with each Service Description for which a Service has been selected by Client below; and
- (c) The Executing Representative has full authority to execute this Acceptance on behalf of Client, and to enter into other agreements and Supporting Documents for the Services now or hereafter offered by Bank, and to amend, terminate or otherwise act on behalf of Client with respect to each Service used by Client.

**Part II – Service Options**

**DESIGNATION OF MASTER TREASURY SERVICE OPTIONS.**

Client designates the following Service options (check all that apply):

Online Banking Service Description.

Access to the Online Banking Service will be subject to Security Procedures. At this time, and subject to amendment by Bank, the Security Procedures include Client’s Logon ID and Password. A Challenge Question is prompted when Client attempts to log in from a new device. In addition, if Client is enrolled in the Funds Transfer Service or the ACH Service, token authentication will be prompted with each log in as well as for a secondary approver upon submitting a Funds Transfer Service or ACH Service transfer request (“dual control”).

Check all that apply:

Funds Transfer Service (if checked, includes Client agreement to separate Funds Transfer Service Description)

ACH Service (if checked, includes Client agreement to separate Automated Clearing House (ACH) Service Description)

Remote Deposit Capture Service (if checked, includes Client’s agreement to separate Remote Deposit Capture Service Description)

Positive Pay & ACH Filtering/Blocking Service (if checked, includes Client's agreement to separate Positive Pay & ACH Filtering/Blocking Service Description)

SFTP Service (if checked, includes Client's agreement to separate SFTP Service Description)

Supplement to Automated Clearing House (ACH) Service Description: Third Party Service Provider

Automated Sweep (check all that apply):

Automatic Target Balance Sweep:

*Master Deposit Account*

Master Deposit Account No. \_\_\_\_\_

Target Balance \_\_\_\_\_ (If applicable)

*Deposit Sub-Accounts*

"Sub-Account A" No. \_\_\_\_\_

Target Balance \_\_\_\_\_ (if applicable)

"Sub-Account B" No. \_\_\_\_\_

Target Balance \_\_\_\_\_ (if applicable)

"Sub-Account C" No. \_\_\_\_\_

Target Balance \_\_\_\_\_ (if applicable)

Automatic Loan Advance to Maintain Master Deposit Account Target Balance:

Master Deposit Account No.: \_\_\_\_\_

Target Balance \_\_\_\_\_

Loan Account No.: \_\_\_\_\_

Automatic Loan Payment Sweep:

Loan Payment Source Account: \_\_\_\_\_

Loan Account Number: \_\_\_\_\_

Loan amount of \$ \_\_\_\_\_ on a:

weekly basis (every \_\_\_\_\_)

monthly basis (every \_\_\_\_\_)

other, specify: \_\_\_\_\_

Courier Service Description (check one of the following).

No Currency or Coin. The Bag(s) shall contain no currency or coin.

Limited Currency or Coin. Client may enclose no more than \$ \_\_\_\_\_ in United States currency (bills and coins combined) per shipment ("Cash Maximum").

Lockbox Service Description.

Acceptable Payee Variation(s): \_\_\_\_\_

Address for Remittance Materials: 2000 Mowry Ave. Fremont, CA 94538

Business Associate Supplement to Service Description

Client Privacy Officer Name and Contact Information:

\_\_\_\_\_

Cash Vault Service Description.

Drawdown Funds Transfer Service Description.

Originating Institution: \_\_\_\_\_

Originating Institution ABA Number: \_\_\_\_\_

Credit Account: \_\_\_\_\_

Client Account: \_\_\_\_\_

Other: \_\_\_\_\_

**Part III – Additional Terms and Signatures**

Any Client initiated addition, deletion or change to the Acceptance for any Service must be submitted in a form acceptable to Bank, and no such requested addition, deletion or change will become operative or effective until Bank confirms to Client that such addition, deletion or change has been approved by Bank and implemented. Notwithstanding the foregoing, Bank reserves the right to add to, delete or change this Acceptance upon notice to Client.

The Acceptance may be signed in counterparts and transmitted by facsimile. If signed in two or more counterparts, each will be deemed an original, but such counterparts will constitute one instrument. The effectiveness of the Acceptance (or any related document) and any signatures shall, to the extent permitted by applicable law, have the same force and effect as manually-signed originals and shall be binding on all parties hereto. Bank may also require that the Acceptance (or any related document) be confirmed by a manually-signed original thereof; provided, however, that the failure to request or deliver the same shall not limit the effectiveness of any facsimile document or signature.

**Agreed To and Accepted** \_\_\_\_\_ (“Effective Date”)

**CLIENT:** Washington Township Health Care District

**Signature:** \_\_\_\_\_

Name: Christopher Henry

Title: CFO

**FREMONT BANK**

Signature: *Jacob Ramirez*

Name: Jacob Ramirez

Title: Private Banking Rep

**BANK USE ONLY:**

Date \_\_\_\_\_ (All documents provided are versions in effect as of this date)

Resolutions Received: JR (Bank employee’s initial)

Service Descriptions provided together with Master (employee initial all that were provided):

- Online Banking Service Description
- Funds Transfer Service Description
- Automated Clearing House (ACH) Service Description
- Remote Deposit Capture Service Description
- Positive Pay & ACH Filtering/Blocking Service Description
- SFTP Service Description
- Supplement to Automated Clearing House (ACH) Service Description: Third Party Service Provider
- Automated Sweep

- Courier Service Description
- Lockbox Service Description
- Cash Vault
- Drawdown Funds Transfer
- Other: Master TMS
- Other: \_\_\_\_\_