



Washington Township Hospital Development Corporation

2000 Mowry Avenue, Fremont, CA 94538-1716

January 13, 2023

MEETING NOTICE

Welcome to the January 19, 2023 meeting of the Washington Township Hospital Development Corporation Board of Directors. The meeting will commence at 7:30 a.m.

Join the Zoom Meeting:

<https://zoom.us/j/95680940798?pwd=QUNqYVU1TmlQU3U0dDRTY0dUc1gwUT09>

Passcode: 288117

Dial by your location + 1 669 219 2599 (San Jose, CA)

Meeting ID: 956 8094 0798

Passcode: 288117

Portions of this meeting held may be in closed session in accordance with Sections of California Health & Safety Code and Sections of the California Government Code.

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the Recording Secretary at (510) 818-7839. Notification two working days prior to the meeting will enable the Recording Secretary to make reasonable arrangements to ensure accessibility to this meeting.

This notice is posted in pursuant to Section 54954 of the Government Code.

Diana Venegas

Diana Venegas

Recording Secretary

Kimberly Hartz, Chief Executive Officer

Ohlone College Student Health Center • Washington Medical Billing • Washington Outpatient Rehabilitation Center
Washington Outpatient Surgery Center • Peninsula Surgery Center • Washington Radiation Oncology Center • Washington Sports Medicine
Washington Township Medical Foundation

Certificate of Posting

I certify that on January 13, 2023, I posted a copy of the foregoing Meeting Notice near the regular meeting place of the Board of Directors of the Washington Township Hospital Development Corporation, said time being at least 72 hours in advance of the meeting of the Board of Directors (Government Code Section 54954.2)

Executed at Fremont, California, on January 13, 2023.

Diana Venegas

Diana Venegas, Recording Secretary



Washington Township Hospital Development Corporation

2000 Mowry Avenue, Fremont, CA 94538-1716

SPECIAL BOARD OF DIRECTORS' MEETING WASHINGTON TOWNSHIP HOSPITAL DEVELOPMENT CORPORATION

Thursday, January 19, 2023 – 7:30 A.M.

2000 Mowry Avenue, Fremont, CA 94538

Meeting Conducted via Zoom

<https://zoom.us/j/97478678595?pwd=eUNrUDFwU0VqckVPSTUyM1VOa09DUT09>

Dial by your location + 1 669 219 2599 (San Jose, CA)

Meeting ID: 974 7867 8595

Passcode: 923316

AGENDA

- | | PRESENTED BY: |
|---|---|
| I. CALL TO ORDER | <i>Benn Sah, M.D.
Board President</i> |
| II. ROLL CALL | <i>Diana Venegas
Recording Secretary</i> |
| III. BROWN ACT FINDING
GOVERNMENT Code § 54953(e)(3)(B)(ii) | <i>Motion Required</i> |
| IV. CONSIDERATION OF MINUTES OF
October 17, 2022 | <i>Motion Required</i> |
| V. COMMUNICATIONS
A. Oral
B. Written | <i>Benn Sah, M.D.
Board President</i> |
| VI. ACTION ITEM | |
| A. Presentation on Radiation Oncology Joint
Venture and Consideration of Resolution No.
51 Assignment of Assets and Contracts | <i>Donald Pipkin, Chief of
Strategic Management</i>

<i>Motion Required</i> |
| B. Approval of emergency expenditure to replace
vault door at the Washington Radiation
Oncology Center | <i>Tina Nunez, Vice
President</i>

<i>Motion Required</i> |

VII. ADJOURN TO CLOSED SESSION

A. Conference involving trade secrets pursuant to
Health & Safety Code, Section 32106

VIII. RECONVENE TO OPEN SESSION
Report on *permissible actions* taken during Closed
Session

Benn Sah, M.D.
Board President

IX. ADJOURNMENT

Benn Sah, M.D.

NEXT MEETING: MONDAY, JANUARY 30, 2023 - 7:30 A.M. - 9:00 A.M.

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the Recording Secretary at (510) 818-7839. Notification two working days prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting.

Washington Township Hospital Development Corporation

October 17, 2022

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The meeting of the Board of Directors of the Washington Township Hospital Development Corporation was held on October 17, 2022, via Zoom. Director Sah called the meeting to order at 7:35 a.m.

CALL TO ORDER

Directors present: Russ Blowers, Steven Chan, D.D.S., Sue Querner, Benn Sah, M.D., and Pauline Weaver

ROLL CALL

Absent: None

Also present: Kimberly Hartz, Chief Executive Officer; Tina Nunez, Vice President, Ambulatory Care and Administrative Services; Erica Luna, Assistant Chief Financial Officer; Nicholas Kozachenko, Attorney; and Diana Venegas, Recording Secretary

Guest: Ed Fayen, Executive Vice President & Chief Operating Officer

Director Sah welcomed members of the general public to the meeting. He 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.

**BROWN ACT
FINDING**

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.

Director Sah asked that the Board of Directors make the necessary 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 Weaver made the motion. Director Chan seconded the motion.

Roll call was taken:

- Benn Sah, M.D. – aye
- Steven Chan, D.D.S. – aye
- Russ Blowers – aye
- Sue Querner – aye
- Pauline Weaver - aye

The motion unanimously carried.

A motion was made by Director Chan, seconded by Director Weaver, to approve the minutes of the meeting of July 18, 2022.

**CONSIDERATION OF
MINUTES OF
July 18, 2022**

Roll call was taken:

- Benn Sah, M.D. – aye
- Steven Chan, D.D.S. – aye
- Russ Blowers – aye
- Sue Querner – aye
- Pauline Weaver - aye

The motion unanimously carried.

Ed Fayen reviewed the Hospital Campus Master Plan that was approved in 2010 by the Board of Directors noting the completed construction of the Central Utility Plant (CUP), Center for Joint Replacement (CJR), employee parking structure and Morris Hyman Critical Care Pavilion (MHCCP) and provided an overview of next steps:

**EDUCATION
SESSION
Ed Fayen, Executive
Vice President & Chief
Operating Officer
Washington Hospital
Campus Master Plan**

1. Infill projects will be relocated to the shelled-in space in the MHCCP and the construction of a connecting bridge between the existing six-story building and the MHCCP.
2. Extension of the site utilities to the expanded building footprint and the design and construction of a 4-floor expansion building.
3. Demolition of the original (1960) hospital building, construction of a new main entrance, lobby area, parking areas, and the recirculation of public access and routes within the campus.

Ms. Hartz noted that there was no written or oral communication.

COMMUNICATIONS

Ms. Hartz thanked everyone who attended and contributed to Top Hat, which occurred on October 8th. The Foundation raised more than \$243,000 in net donations due to the generosity of several members of our staff, medical staff and community.

**CHIEF EXECUTIVE
OFFICER REPORT**

Ms. Hartz provided a COVID-19 update and a MPX vaccine update. COVID-19 numbers have decreased, but surges are expected this winter. Washington Hospital has begun to operationally integrate COVID-19 patients into normal operations. Our visitation policy has been revised to no longer require proof of vaccination or a COVID-19 negative test consistent with CDPH guidelines. WHHS is now offering the Monkeypox vaccination. One Monkeypox case has been reported at WHHS.

Ms. Hartz provided a Trauma Center update. Washington Hospital met with the

County at the end of August. Staff completed an assessment of proposed consulting firms and Bishop & Associates was selected to work with Washington Hospital on becoming trauma designated. The necessary internal task forces are in the process of being established.

Ms. Hartz reported an update on the Parcel Tax Initiative. The Citizens Committee for Washington Hospital collected 20,859 signatures. 18,500 valid signatures are needed to be able to place the measure on the ballot. The county is counting and verifying signatures and confirmation will come in November. If confirmed, the parcel tax initiative could be placed on the ballot in 2023.

Ms. Nunez reported on the State Retention Payment Program. This is an optional state funded program in which hospitals and other qualified healthcare facilities can participate to provide retention payment from the state to specified employees. Tina reviewed the criteria for the program, eligibility and the qualifying matching payment option. This is still under discussion with hospital leadership and an update will be provided at a future meeting.

Ms. Hartz reported the recruiting for Chief Operating Officer and Chief Financial Officer as Ed Fayen and Chris Henry have announced their retirement.

Ms. Luna reviewed the DEVCO Financial Report for July 2022.

FINANCIAL REPORT

Ms. Nunez provided an overview of the Amendment and Restatement of Peninsula Surgery Center, LLC, Operating Agreement. The proposed resolution authorizes an amendment to and restatement of the Operating Agreement for Peninsula Surgery Center, LLC (PSC). This amendment to PSC's Operating Agreement changes Section 4.2(b) relating to the manner in which a licensed physician or podiatrist may become a Class A Member of PSC. Specifically, this amendment permits a duly licensed physician or podiatrist to become a Class A Member as an individual or through not only a professional corporation but also a limited liability company in which such licensed physician or podiatrist is the sole equity holder. Without this amendment, only professional corporations owned by a licensed physician or podiatrist were permitted to become Class A Member entities.

Director Weaver made a motion to approve resolution No. 48 relating to the Amendment and Restatement of Peninsula Surgery Center, LLC, Operating Agreement. Director Querner seconded the motion.

***ACTION ITEM:
Consideration of
Resolution No. 48
Amendment and
Restatement of
Peninsula Surgery
Center, LLC, Operating
Agreement***

Roll call was taken:

- Benn Sah, M.D. – aye
- Steven Chan, D.D.S. – aye
- Russ Blowers – aye
- Sue Querner – aye

- Pauline Weaver – aye

The motion unanimously carried.

Ms. Nunez provided an overview of the Sale of Interest in Peninsula Surgery Center, LLC. Washington Township Hospital Development Corporation, a California nonprofit public benefit corporation (“DEVCO”) directly owns twenty-four percent (24%) of the membership interests in Peninsula Surgery Center, LLC (“PSC”). The proposed resolution authorizes the CEO to execute the sale of forty (40) membership units representing four percent of DEVCO’s directly held membership interest to KOS Ventures, LLC, a California limited liability company wholly owned by a single member, John Costouros, M.D. (“KOS”) for a purchase price of Two Hundred Thousand Dollars (\$200,000).

***ACTION ITEM:
Consideration of
Resolution No. 49
Sale of Interest in
Peninsula Surgery
Center, LLC***

Director Blowers made a motion to approve resolution No. 49, the Sale of Interest in Peninsula Surgery Center, LLC is approved. Director Weaver seconded the motion.

Roll call was taken:

- Benn Sah, M.D. – aye
- Steven Chan, D.D.S. – aye
- Russ Blowers – aye
- Sue Querner – aye
- Pauline Weaver - aye

The motion unanimously carried.

Mr. Kozachenko provided an overview of Modifying Numbering of Board Resolutions where the staff of the Board of Directors of Washington Township Hospital Development Corporation (DEVCO) discovered that two of its formal resolutions have been numbered as Resolution No. 41. To avoid confusion concerning the numbering of the Board’s resolutions is to address the ambiguity and to renumber the two resolutions as Resolution No. 41A and Resolution No. 41 B.

***ACTION ITEM:
Consideration of
Resolution No. 50
Modifying Numbering
of Board Resolutions***

Resolution Number 41A – Corporate Resolution Fremont Bank – Operating Accounts November 18, 2019

Resolution Number 41B – Resolution of the Board of Directors to Provide Financing to Peninsula Surgery Center, LLC, July 12, 2021

Director Weaver made a motion to approve resolution No. 50, Modifying Numbering of Board Resolutions. Director Querner seconded the motion.

Roll call was taken:

- Benn Sah, M.D. – aye

Washington Township Hospital Development Corporation

October 17, 2022

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- Steven Chan, D.D.S. – aye
- Russ Blowers – aye
- Sue Querner – aye
- Pauline Weaver - aye

The motion unanimously carried.

Director Sah adjourned the meeting to closed session at 8:54 a.m. Director Sah stated that the public has a right to know what, if any, reportable action takes place during closed session. The public was informed they could contact the Recording Secretary on October 18, 2022 to find out what reportable actions were taken. Director Sah indicated that the minutes of this meeting will reflect any reportable actions.

***ADJOURN TO
CLOSED SESSION***

Director Sah reconvened to open session at 8:57 a.m. and reported that the Board approved the Closed Session Minutes of July 18, 2022 by a unanimous vote of all Directors present.

***RECONVENE TO
OPEN SESSION***

- Benn Sah, M.D. - aye
- Steven Chan, D.D.S. - aye
- Russ Blowers - aye
- Sue Querner- aye
- Pauline Weaver –aye

There being no further business, Director Sah adjourned the meeting at 9:03 a.m.

ADJOURNMENT

The next currently scheduled meeting is January 30, 2023 at 7:30 a.m.

Benn Sah, M.D.
President

Steven Chan, D.D.S.
Secretary



Memorandum

DATE: January 9, 2023

TO: DEVCO Board of Directors

FROM: Nicholas Kozachenko, Legal Counsel

SUBJECT: Oncology JV and Transfer of Assets and Contracts

Discussion

The Washington Township Health Care District (“District”) will be entering into a joint venture with UCSF Health to operate the Washington Radiation Oncology Center (the “Joint Venture”). At the heart of the Joint Venture is a newly formed limited liability company known as the WHHS & UCSF Health Cancer Services Joint Venture, LLC (the “Company”). The proposed Joint Venture is anticipated to become operational on February 1, 2023.

Both the District and UCSF Health will need to capitalize the Company. UCSF Health will be contributing cash. The District will be contributing the assets currently being used to operate the Washington Radiation Oncology Center (the “Assets”), including the linear accelerator and all related contracts. Therefore, the Assets will need to be transferred to the Company.

The staff has determined that the preferred method to transfer the Assets is to first have DEVCO transfer the Assets to the District so that the District can transfer the Assets to the Company. We have prepared two Assignment and Assumption Agreements, copies of which have been attached as exhibits to Resolution No. 51. The first Agreement will transfer the physical assets, such as the linear accelerator, and the second Agreement will transfer the contracts.

Staff has determined that the preferred solution is to transfer the assets for the value (\$1.00).

Proposed Action

We recommend that the Board approve Resolution No. 51.

RESOLUTION NO. 51

**WASHINGTON TOWNSHIP HOSPITAL
DEVELOPMENT CORPORATION**

RESOLUTION OF THE BOARD OF DIRECTORS

WHEREAS, the Board of Directors of Washington Township Health Care District (the “District”) has approved a joint venture with UCSF Health that would assume the responsibility to operate the Washington Radiation Oncology Center;

WHEREAS, as part of the joint venture, the District is required to transfer the assets and contracts currently utilized to operate the Washington Radiation Oncology Center (the “Assets”) to a newly formed limited liability company, WHHS & UCSF Health Cancer Services Joint Venture, LLC (the “Company”);

WHEREAS, the Washington Township Hospital Development Corporation (“DEVCO”) owns the physical assets and contracts for the services required to operate the Washington Radiation Oncology Center;

WHEREAS, staff has determined that DEVCO needs to transfer the Assets to the District so that the District can fulfill its obligations with respect to the joint venture; and

WHEREAS, the Board has determined that is in the best of interest of DEVCO and its patients to transfer the Assets to the District.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors authorizes the Chief Executive Officer to execute the two Assignment and Assumption Agreements attached hereto as Exhibits A and B and take any other action deemed necessary by her to effectuate the transfer of the Assets to the District; and

RESOLVED FURTHER, that each officer of the corporation be authorized and directed to take any and all actions necessary to execute any and all instruments and do any and all things deemed by them to be necessary, or desirable, to carry out the intent and purposes of the foregoing resolutions.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO RESOLUTION]

Passed and adopted by the Board of Directors of the Washington Township Hospital Development Corporation this 19th day of January, 2023 by the following vote:

AYES:

NOES:

ABSENT:

Ben Sah, M.D.

President, Board of Directors

Washington Township Hospital Development Corporation

Steven Chan, DDS

Secretary, Board of Directors

Washington Township Hospital Development Corporation

EXHIBIT A
ASSIGNMENT AND ASSUMPTION AGREEMENT
ROC ASSETS

See attached.

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (“Assignment”) is made as of January 31, 2023 at 11:59 p.m. (the “Effective Date”) by Washington Township Health Care District, a local Health Care District organized under the laws of the State of California, doing business as Washington Hospital Healthcare System (“Assignee”), and Washington Township Hospital Development Corporation (“Assignor”), a California nonprofit public benefit corporation.

RECITALS

A. Assignee has entered into a series of transactions with The Regents of the University of California, on behalf of UCSF Health, for the joint management of, among other things, the Washington Radiation Oncology Center (the “ROC”), which involves the formation of a California limited liability company (the “Company”).

B. Assignor owns all of the equipment, supplies, and other personal property (the “Property”) utilized in the ROC to provide radiation oncology services to patients at the ROC. A list of the Property is attached hereto as Exhibit A (Exhibit A is attached hereto and incorporated herein by this reference), but the parties confirm that their intent is to transfer any and all items of personality which are utilized to operate the ROC unless such items are specifically excluded, even if such items are not specifically described on Exhibit A.

C. Assignor is the controlled subsidiary of Assignee.

D. Assignee’s capitalizing contribution to the Company are the Property, therefore, the parties need to transfer the Property from Assignor to Assignee.

E. Assignor desires to assign to Assignee, as of the Effective Date, all of its right, title, interest in, to and under the Property, and to be released from any further obligations thereunder arising after the Effective Date, and Assignee desires to receive from Assignor such assignment and to assume each and all of the obligations of Assignor with respect to the Property to be performed following the Effective Date.

NOW, THEREFORE, in consideration of the mutual promises of each made unto the other, and for further valuable consideration as hereinafter set forth, it is hereby agreed by and between the parties as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee all of its right, title and interest in and to the Property as of the Effective Date.

2. Assumption. Assignee hereby assumes, effective as of the Effective Date, all obligations of Assignor with respect to the Property to be performed after the Effective Date. Notwithstanding the foregoing, Assignee shall have no obligation, liability, or responsibility for

any liability, cost, expense, or obligation of Assignor with respect to the Property which is attributable to any period prior to the Effective Date.

3. Consideration. As consideration for the Assignment Assignee will pay Assignor One Dollar (\$1.00).

2. Encumbrances. Assignor hereby represents and warrants that: (i) Assignor is the owner of the Property; (ii) the Property is free and clear of and from all encumbrances, security interests, liens, mortgages, and claims; and (iii) Assignor has good right to sell and convey the Property as described above and will warrant and defend the title thereto unto Assignee, its successors and assigns, against the claims and demands of all persons whomsoever.

3. Miscellaneous. This Assignment shall be binding on and inure to the benefit of the parties hereto and their successors and assigns. If any dispute should arise between the parties hereto regarding the terms or subject matter of this Assignment or the enforcement or breach of such terms, then the party prevailing in such dispute, whether by out-of-court settlement or final judicial determination, shall be entitled to recover from the non-prevailing party all costs and expenses of such dispute incurred by such prevailing party, including, without limitation, reasonable attorneys' fees. This Assignment shall be governed by and interpreted in accordance with the laws of the State of California.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

**Washington Township Health Care
District**

By: _____

Name: Christine Nunez

Its: Vice President

Date: _____

**Washington Township Hospital
Development Corporation**

By: _____

Name: Kimberly Hartz

Its: Chief Executive Officer

Date: _____

**EXHIBIT A
PROPERTY**

See next page.

Fixed Assets - Washington Radiation Oncology Center

Description: EQUIPMENT MME

SCSI HARD DRIVE CPQ 18GB
ILLUMINATOR 4/4 2 LAMP
ILLUMINATOR 4/4 2 LAMP
ILLUMINATOR TECHLINE 2 PANEL
EXAM TABLE W/ STIRRUPS
STOOLS TEAL/GRAY
TABLE TREATMENT & CHAIR
WHEELCHAIR VISTA 18 BLK
FURNITURE NAN STRAUSS OFFICE
CHAIR TASK + ARM CONTROL RM
CHAIR GUEST SIMULATOR RM
CHAIR GUEST SIMULATOR RM
CHAIR TASK + ADJ ARMS TREAT RM
DESK SP TREATMENT RM
CHAIR GUEST CHANGING RM
TABLE CYLINDER CHANGING RM
FURNITURE PHYSICIAN RM 1
FURNITURE PHYSICIAN RM 2
TABLE CONFERENCE 8
CHAIR CONFERENCE + ARMS
CHAIR LOW BACK EVERGREEN
IMMOBILIZER NCK DX 3WAY U-FRM
GOMCO SUCTION MACHINE
ISO-ALIGN DEVICE
STYRO-FORMER POWER LIFT
CALIBRATION CHAMBER
SWARE RADCALC CORE PGM
EXTENDED WINGBOARD-ARM UP GRIP
EXTENDED WINGBOARD-ARM UP GRIP
FIXATOR SHOULDER SUPPRESSION SY
FIXATOR SHOULDER SUPPRESSION SY
FIXATOR SHOULDER SUPPRESSION SY
FIXATOR SHOULDER SUPPRESSION SY
TESTICULAR SHIELD STAND
BREASTBOARD CARBON FIBER
VACLOK COMPRESSOR SYSTEM
BI-AXIAL TILTING ARM SUPPORT
BI-AXIAL TILTING WRIST SUPPORT
CARBON FIBER BREAST BOARD
ALLOY METER 6 QT DIG READOUT
SWARE RFA-300 SYS WINDOWS
SCALE DETECTO
MINI BLINDS
FRAMED PRINTS

Description: DROC EQUIPMENT - MAJOR MOVEABLE

PRONE THORAX SUPPORT
BELLY BOARD, CARBON FIBER

Fixed Assets - Washington Radiation Oncology Center

HARDWARE DAILY QA 3
CHAIR, TASK CHAIR W/ ARMS, PLASTIC BASE
CHAIR, TASK CHAIR W/ ARMS, PLASTIC BASE
CHAIR, TASK CHAIR W/ ARMS, PLASTIC BASE
CHAIR, ARMLESS TASK CHAIR
CHAIR, ARMLESS TASK CHAIR
CHAIR, ARMLESS TASK CHAIR
CHAIR, ARMLESS TASK CHAIR
CHAIR, ARMLESS TASK CHAIR
CHAIR, ARMLESS TASK CHAIR
STOOL, ARMLESS TASK
STOOL, ARMLESS TASK
STOOL, ARMLESS TASK
CLEARVUE PRONE POSITION TABLE SET
MICROSELECTRON DIGITAL 18 CHANNEL W/ ONCENTRA BRACHY TPS
PRIMEALERT RADIATION MONITOR & TEST EQUIPMENT
UPGRADE PROS
UPGRADE PROS
DISPENSER, DIGITAL 1.5 GAL 158%/203%
DL380G7 VIRTUAL SERVERS AND SUPPORT HARDWARE FOR ROC
VAGINAL CT/MR MULTI CHANNEL AP
VITAL SIGNS SPOT CHECK DEVICE
SMART TV-LED -50 INCH-(DONATION FROM WHEA)
FIXATOR SHOULDER SUPPRESSION SYSTEM
FIXATOR SHOULDER SUPPRESSION SYSTEM
MAPCHECK 2 IMRT QA SYSTEM
WING BOARD, EXTENDED
QA-1 GEOMETRIC PHANTOM PACKAGE
(8) CHAIRS, ARM, SORREL, PEBBLE
CHAIR, GUEST, TAVA, DUNEGRASS
CHAIR, GUEST, TAVA, DUNEGRASS
(4) CHAIRS, SOREL, FOR ROC
EXAM TABLE, ACCESSORIES, RITTER 222/223
DAILY QA3 SOFTWARE
TUNGSTEN EYE SHIELD MEDIUM
TUNGSTEN EYE SHIELD LARGE
TUNGSTEN EYE SHIELD EXTRA LARGE
(2) RAYSEARCH PLATFORM ACCESS LICENSES
NASOPHARYNGOSCOPE, ENTITY XL
RAPID HEAT OVEN AND CART
TABLE, BLUEPHANTOM WITH LIFT
SUN NUCLEAR - IC PROFILER
ADDL RAYSEARCH PLATFORM ACCESS LICENSE
DOSEMETER, THERAPY AND DIAGNOSTIC
PHOTO SCANNER, EPSON 12000XL
VARIAN TRUE BEAM SYSTEM
SIEMENS SOMATOM GO.SIM (CT Scanner)

EXHIBIT B
ASSIGNMENT AND ASSUMPTION AGREEMENT
CONTRACTS

See attached.

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (“Assignment”) is made as of January 31, 2023 at 11:59 p.m. (the “Effective Date”) by Washington Township Health Care District, a local Health Care District organized under the laws of the State of California, doing business as Washington Hospital Healthcare System (“Assignee”), and Washington Township Hospital Development Corporation (“Assignor”), a California nonprofit public benefit corporation.

RECITALS

A. Assignee has entered into a series of transactions with The Regents of the University of California, on behalf of UCSF Health, for the joint management of, among other things, the Washington Radiation Oncology Center (the “ROC”), which involves the formation of a California limited liability company (the “Company”).

B. Assignor holds certain material contracts specified on Exhibit A that Assignee is required to assign to the Company as part of the proposed joint management of the ROC (“Assumed WHHS Contracts”).

C. Assignor is the controlled subsidiary of Assignee.

D. Assignor desires to assign to Assignee, as of the Effective Date, all of its right, title, interest in, to and under the Assumed WHHS Contracts, and to be released from any further obligations thereunder arising after the Effective Date, and Assignee desires to receive from Assignor such assignment and to assume each and all of the obligations of Assignor with respect to the Assumed WHHS Contracts to be performed following the Effective Date.

NOW, THEREFORE, in consideration of the mutual promises of each made unto the other, and for further valuable consideration as hereinafter set forth, it is hereby agreed by and between the parties as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee all of its right, title and interest in and to the Assumed WHHS Contracts together with all rights, privileges and benefits appertaining thereto as of the Effective Date.

2. Assumption. Assignee hereby assumes, effective as of the Effective Date, all obligations of Assignor with respect to the Assumed WHHS Contracts to be performed after the Effective Date. Notwithstanding the foregoing, Assignee shall have no obligation, liability, or responsibility for any liability, cost, expense, or obligation of Assignor with respect to the Assumed WHHS Contracts which is attributable to any period prior to the Effective Date.

3. Consideration. As consideration for the Assignment of the Assumed WHHS Contracts, Assignee will pay Assignor One Dollar (\$1.00).

2. Encumbrances. Assignor hereby represents and warrants that: (i) Assignor is the owner of the Assumed WHHS Contracts; (ii) the Assumed WHHS Contracts are free and clear of and from all encumbrances, security interests, liens, mortgages, and claims; and (iii) Assignor has good right to assign, sell and convey the Assumed WHHS Contracts as described above and will warrant and defend the title thereto unto Assignee, its successors and assigns, against the claims and demands of all persons whomsoever.

3. Miscellaneous. This Assignment shall be binding on and inure to the benefit of the parties hereto and their successors and assigns. If any dispute should arise between the parties hereto regarding the terms or subject matter of this Assignment or the enforcement or breach of such terms, then the party prevailing in such dispute, whether by out-of-court settlement or final judicial determination, shall be entitled to recover from the non-prevailing party all costs and expenses of such dispute incurred by such prevailing party, including, without limitation, reasonable attorneys' fees. This Assignment shall be governed by and interpreted in accordance with the laws of the State of California.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

**Washington Township Health Care
District**

By: _____

Name: Christine Nunez

Its: Vice President

Date: _____

**Washington Township Hospital
Development Corporation**

By: _____

Name: Kimberly Hartz

Its: Chief Executive Officer

Date: _____

EXHIBIT A

ASSUMED WHHS CONTRACTS

Schedule 4.8 Material WHHS Contracts

<u>#</u>	<u>Contract</u>	<u>Vendor</u>
<u>Part I - Contracts to be Assigned to Company</u>		
1	Maintenance Agreement, TrueBeam, Quotation Number 2021-302958-3	Varian Medical Systems, Inc.
2	Maintenance Agreement, Aria, Quotation Number 2017-72815-2 ¹	Varian Medical Systems, Inc.
3	Maintenance Agreement, Mobius & Doeselab, Quotation Number 2021-318978-1	Varian Medical Systems, Inc.
4	Business Associate Agreement dated August 30, 2018	Varian Medical Systems, Inc.
5	Quotation for RayStation Version 6 dated December 29, 2017	RaySearch Americas, Inc.
6	Software License Agreement - Research	RaySearch Americas, Inc.
7	Support and Maintenance Agreement – RaySearch	RaySearch Americas, Inc.
8	RaySearch Business Associate Agreement dated August 1, 2018	RaySearch Americas, Inc.
9	Siemens Purchase Agreement for Somatom.go Sim RO (CT Scanner)	Siemens Medical Solutions USA, Inc.
10	Siemens Service Agreement for Somatom.go Sim RO (CT Scanner)	Siemens Medical Solutions USA, Inc.
11	.decimal Purchase Agreement	.decimal LLC, a Florida LLC
12	Temporary Staffing Agreement	Pinnacle Staffing Solutions, Inc.
13	IBA Dosimetry America, Inc. Product Support Agreement	IBA Dosimetry America, Inc.



Memorandum

DATE: January 16, 2023

TO: DEVCO Board of Directors

FROM: Tina Nunez, Vice President

SUBJECT: Emergency Vault Door Replacement

Discussion

The vault door at the Washington Radiation Oncology Center (“ROC”) failed in early December. The vault door is required for the ROC staff to operate the linear accelerator and treat patients. The cost of the replacement, including parts, labor, and taxes, was \$187,703.

The failed vault door was the original vault door for the facility. As a result, replacement parts were not available, and the only viable option was to replace the entire door and supporting mechanisms. Once the door failed, the staff determined that NELCO was the only vendor capable of replacing the door in a timely manner, and NELCO was authorized to proceed to minimize the effect of the closure of the ROC on patients.

In total, the ROC was closed for a period of 5 days. During this period, patients were either rescheduled to a later date or at a different facility, with only 2 patients ultimately receiving treatment at UCSF.

Proposed Action

It is recommended that the Board of Directors approve the emergency, unbudgeted expenditure of \$187,703 to fully replace the vault door so that patients could be safely treated at the Washington Radiation Oncology Center.