



March 1, 2021

The Honorable Board of Supervisors
County Administration Building
1221 Oak Street
Oakland, CA 94612

SUBJECT: APPROVE AND EXECUTE STANDARD SERVICES AGREEMENT AMENDMENT WITH MARIA CHRISTINA MAGAT PINGOL FOR ALAMEDA COUNTY PUBLIC HEALTH DEPARTMENT, COMMUNICABLE DISEASE CONTROL AND PREVENTION, FOR CONSULTING AND TRAINING SERVICES

Dear Board Members:

RECOMMENDATIONS

- A. Approve and execute the fourth amendment to Standard Services Agreement (Procurement Contract No. 13646) with Maria Christina Magat Pingol (Principal: Christina Pingol; Location: Oakland) to continue providing communicable disease consultation and training services to Public Health Department registered nurses who serve as on-call public health duty officers, extending the period from 6/1/16 - 6/30/21 by 24 months to 6/30/23 and increasing the contract amount from \$93,280 to \$120,980 (an increase of \$27,700); and
- B. Adopt a Resolution to waive the competitive bidding process with respect to this contract.

DISCUSSION/SUMMARY

Your Board had previously approved the standard services agreement and three subsequent amendments with Christina Pingol (6/28/16, Item No 21; 6/6/17, Item No.27; 5/22/18, Item No, 72; 5/7/19, Item No. 66) to provide consultation and training services to public health nurses (PHN) in the Acute Communicable Disease Unit of Alameda County Public Health Department (ACPHD) serving as on-call public health duty officers under the On Call Duty Officer Program (OCDOP).

OCDOP is mandated to provide response and immediate action coverage to public health emergencies after business hours. A Public Health Nurse (PHN), Registered Nurse (RN) II or RN III under this program investigates urgent communicable disease cases and outbreaks. The program has a First Call Duty Officer (FCDO) usually a physician or nurse manager who directs and assigns PHNs serving as Second Call Duty Officers (SCDO) to provide new clinical evaluation and/or follow-up on cases and contacts that require investigation, chemoprophylaxis, and specimen collection. New or inexperienced SCDOs need to be proctored by a seasoned trainer experienced in managing communicable disease to ensure that response activities are performed and compliant to the County's Second Call Duty Officer Policy and Procedure. Despite of best efforts to maintain adequate staffing of the OCDOP, the turnover of PHNs occasionally leaving due to competing priorities; the stringent recruitment, deployment, and training process; and the unexpected occasional surge in emergency breakouts, make the pool of qualified or

trained duty officers, including those qualified to train the less experienced, susceptible to staffing gaps necessitating to employ outside competent professional services. Currently, with transition and exit of staff, OCDOP has just lost 2 FCDOs, raising an alarming need to increase program capacity for the year-round afterhours and weekend coverage for public health emergencies. New recruits to the program and PHNs still completing training need to have a sustained supervision and close mentoring by an experienced proctor. The contractor, a former ACPHD PHN and currently a nurse practitioner, presently fills this consulting and mentoring role suitably well and starting with this contract would also perform additional duties of FCDO. There is an ongoing need for her services and your Board is thus requested to approve the fourth amendment of the service agreement with this contractor. The two year extension will provide ACPHD with enough time to work with Alameda County General Service Agency to complete a formal sealed bid procurement process, including vendor solicitation, while ensuring continuity of services.

SELECTION CRITERIA/PROCESS

Only PHNs who have the professional stature and extensive experience conducting urgent communicable disease investigations and field response activities are eligible to serve as a consultant and trainer to public health on-call duty officers. Human Resources and the Auditor-Controller had ruled that by its nature, external appointment of this position would require an independent contractor. Christina Pingol, a former well experienced ACPHD PHN, has been performing the essential functions of training and proctoring PHNs in the OCDOP continuously for a number of years in the past and now also would do additional FCDO duties. Due to the risk of interruption of mandated and critical communicable disease control services and the occasionally limited pool of available PHNs qualified and willing to proctor and train public health duty officers as explained in the above discussion summary, the services of this contractor are needed now with even greater urgency. Your Board had previously approved to waive the competitive bidding and Small, Local, and Emerging Business (SLEB) requirements on June 28, 2016 for the original contract and by extension to subsequent amendments. This fourth amendment has the contract amount now exceeding \$100,000 and it is requested that your Board approves the accompanying Resolution to Waive the County's Procurement Process for Competitive Bidding and the SLEB requirements for this amendment.

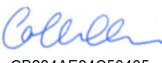
FINANCING

Funding for this amendment comes from the Infectious Disease Prevention and Control program and is included in the ACPHD FY 2020-21 approved budget. There is no impact to net County cost from approving the above recommendation.

VISION 2026 GOAL

Communicable disease prevention, care, and treatment services meet the 10X goal pathway of Healthcare for All in support of our shared vision of Thriving and Resilient Population.

Sincerely,

DocuSigned by:

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Colleen Chawla, Director
Health Care Services Agency

FOURTH AMENDMENT TO AGREEMENT

This Fourth Amendment to Agreement (“Fourth Amendment”) is made by the County of Alameda (“County”) and **Maria Christina Magat Pingol** (“Contractor”) with respect to that certain agreement dated June 1, 2016, as amended by that certain First Amendment to Agreement, Second Amendment to Agreement and Third Agreement to Amendment executed by Contractor on April 28, 2017, April 17, 2018, and March 28, 2019 respectively (collectively referred to herein as the “Contract” or “Agreement”) pursuant to which Contractor provides **Consulting and Training** services to County.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:

1. Except as otherwise stated in this Fourth Amendment, the terms and provisions of this Fourth Amendment will be effective as of the date this Fourth Amendment is executed by the County.
2. The term of the Agreement is currently scheduled to expire on **June 30, 2021**. As of the effective date of this Fourth Amendment, the term of the Agreement is extended through **June 30, 2023**.
3. In consideration for the additional services to be provided under this Fourth Amendment, the Parties agree that the total amount payable to Contractor is amended and increased from **Ninety Three Thousand Two Hundred Eighty dollars (\$93,280)** by **Twenty Seven Thousand Seven Hundred dollars (\$27,700)**, and as a result, the total amount payable to Contractor may not exceed the amount of **One Hundred Twenty Thousand Nine Hundred Eighty dollars (\$120,980)** over the term of the Agreement.

4. DEBARMENT AND SUSPENSION CERTIFICATION:

- a. By signing this Fourth Amendment and Exhibit D-4, Debarment and Suspension Certification, which is attached and incorporated into this Agreement by this reference, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

5. Exhibit A (Description of Services) and Exhibit B (Payment Terms) are amended and replaced by the attached Exhibit A and Exhibit B.

6. Except as expressly modified by this Fourth Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to the Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

MARIA CHRISTINA MAGAT
PINGOL

By: _____
Signature

DocuSigned by:
M. Christina Pingol
By: _____
6F37EE9680E942E...
Signature

Name: _____
(Printed)

Name: Christina Pingol

(Printed)

Title: President of the Board of Supervisors

Nurse Consultant & Trainer
Title: _____

Date: _____

12/16/2020
Date: _____

Approved as to Form:
Donna R. Ziegler, County Counsel

DocuSigned by:
K. Joon Oh
By: _____ 12/17/2020
EFDCE3E661894A0...
K. Joon Oh, Deputy County Counsel

By signing above, signatory warrants and represents that he/she executed this Fourth Amendment in his/her authorized capacity and that by his/her signature on this Fourth Amendment, he/she or the entity upon behalf of which he/she acted, executed this Fourth Amendment.

EXHIBIT A
Description of Services
Communicable Disease Nurse Consultant and Trainer
Maria Christina Magat Pingol, RN, PHN, FNP

June 1, 2016– June 30, 2023

- Provide consultation and training by telephone and in-person to Alameda County Public Health Department (ACPHD) Registered Nurses who are serving as on-call Public Health Duty Officers that are called upon to conduct investigation of cases of urgent communicable disease and their contacts.
- Accompany the second-call nurse in the field to conduct evaluation for post-exposure prophylaxis (PEP), to administer PEP per ACPHD protocols and standardized procedures, to collect specimens (blood, urine, oropharyngeal or nasopharyngeal swabs), or to conduct case or contact investigations that could not be completed satisfactorily by phone.
- Guide the new second-call nurse on when and what to report back to the first call duty officer (see also the Second Call Duty Officer Policy and Procedure, attached as Appendix 1 to Exhibit A).
- Provide services for each on call shift during the following hours: Monday evening through the following Monday morning; if the Monday at the end of the duty officer shift is a county holiday, the call shift will end on the next business day at 8:30 am. During a call week, be available by telephone from 5:00 pm to 8:30 am, Monday through Friday; and 24 hours on Saturday, Sunday, and legal holidays.
- When called by the First Call Duty Officer or the Second Call Duty Officer, respond within 20 minutes.

Duties as a First Call Duty Officer

- Receive calls from dispatch, respond to the caller (e.g. clinicians or laboratorians), determines whether immediate after-hours public health response is needed, and/or provides information or guidance for clinician response
- Direct the response activities of second call duty officers which may include interview of cases and contacts, field deployment to provide post-exposure prophylaxis with medications or vaccine, and/or collect specimens.
- Establish priorities for activities afterhours and on weekend
- Notify other local health jurisdictions of cases or contact who reside in their LHJ
- Review and consult with second call duty officers regarding investigation findings to determine appropriate public health interventions
- Authorize administration of post exposure prophylaxis
- Provide written documentation of activities and verbal handoff from afterhours and weekend coverage to the regular day team at ACPHD.



Second Call Duty Officer Policy and Procedure

Alameda County Public Health Department, Acute Communicable Disease
December 11, 2014



Acute communicable disease response is a public health function mandated for 24 hours a day, 7 days a week, 365 days a year. In order to meet this mandate, Alameda County Public Health Department maintains On Call Duty Officers to respond to communicable disease reports affecting Alameda County residents and requiring urgent response after business hours.

The Second Call Duty Officer is differentiated from the First Call Duty Officer in that the Second Call Duty Officer provides direct clinical follow up on cases and contacts that require investigation, chemoprophylaxis, and specimen collection. Second Call Duty Officers receive assignments and direction from the First Call Duty Officers, who are physician or nurse managers.

Staff Responsible and Eligibility

- Public Health Nurses (PHNs), class RN II and RN III, who are currently members of the Acute Communicable Disease Unit (ACD) and who have worked in the ACD for at least 6 months, are required to serve as Second Call Duty Officers. At this time, ACD has only RN II class PHNs; however, in the future, if RN III class PHNs join the ACD unit, this policy shall apply to them.
- Class RN II or RN III PHNs from other programs may participate on a voluntary basis with the approval of their supervisor. To remain eligible to serve as a Second Call Duty Officer, the employee must continue to meet the performance expectations of their regular position, as well as the expectations of the Second Call Duty Officer as specified in this policy.
- Should performance issues arise, the employee shall be promptly notified of the issue(s) and be afforded assistance as needed and a reasonable period of time to meet expectations.

Availability/Response

- All current contact numbers will be listed in the On Call roster to ensure that the First Call Duty Officer and dispatch have the correct contact information. If a number changes, Second Call Duty Officers will notify the call schedule coordinator at least 2 weeks before their next rotational shift.
- Second Call Duty Officers will have their county-issued cell phone on and charged during their shift.
- Second Call Duty Officers shall return a call from the First Call Duty Officer within 20 minutes if unable to answer at the time of the call.
- Second Call Duty Officers will initiate action within 30 minutes of receiving an assignment from the First Call Duty Officer.
- Second Call Duty Officers must have the On Call bag accessible at all times while on call in order to have response equipment and supplies and in order to access Alameda County Public Health Department offices if needed to obtain additional supplies or drop off specimens. If the bag cannot be kept with the Second Call Duty Officer, it must be accessible within 30 minutes of travel time.

On Call Bag

- The On Call bag will be passed to the next Second Call Duty Officer in rotation every Monday by Close of Business (COB).
- The On Call bag will be kept stocked by the ACD Unit. If the Second Call Duty Officer uses supplies, they must communicate this to ACD staff and document it in the inventory list, kept in the On Call bag.



Second Call Duty Officer Policy and Procedure

Alameda County Public Health Department, Acute Communicable Disease

December 11, 2014



- The inventory list should be faxed to the ACD Unit when On Call activity is reported off to the ACD Manager/Nurse of the Week along with other documentation.
- On Monday (or Tuesday, if Monday is a County Holiday) at the end of On Call shift, if the On Call bag needs to be restocked, the Second Call Duty Officer will deliver the On Call bag to the ACD unit. The SPHN will assign an ACD PHN to restock the bag according to the inventory before next shift. The ACD PHN will notify the SPHN when completed. The SPHN will notify the next Second Call Duty Officer in rotation who will pick the bag up from the ACD office.

Days/Hours of Second Call Duty Officer Shift

- During normal business week days, the Second Call shift is Monday beginning at 5:00 pm and ending the following Monday at 8:30am. On County holidays, the Second Call shift begins at 8:30 am and ends the next business day at 8:30 am.
- If the Monday at the end of a Duty Officer shift is a county holiday, the Second Call Duty Officer shift will end at 8:30 am the next business day.

Frequency of Second Call Duty Officer Shifts

- ACD PHNs are expected to take a minimum of six Second Call shifts per year.
- Second Call shifts are assigned on a rotational basis and frequency will depend on the overall number of PHNs in the Second Call Duty Officer pool.

Scheduling Procedure

- Preferences for planned time off will be solicited from staff before the schedule is developed. The call schedule coordinator will honor preferences for planned time off to the extent possible, but at times not all requests can be accommodated. If a Second Call Duty Officer has a schedule request that cannot be accommodated or if they have a schedule conflict that arises after the schedule has been issued, that person may initiate a trade with another Second Call Duty Officer. (See Responsibility for Coverage)

Responsibility for Coverage

- The Second Call Duty Officer who is assigned to a shift is responsible for finding replacement coverage if they are unable to perform their On Call duties. Ideally, they will secure coverage at least 2 weeks in advance. The Second Call Duty Officer who initiates a trade or coverage for their shift is responsible for notifying the call schedule coordinator. The call schedule coordinator will notify the First Call Duty Officer of the change in coverage and will update the Outlook On Call calendar.

Unexpected Unavailability

- If a Second Call Duty Officer becomes unexpectedly unavailable, due to illness, injury, or personal emergency, the employee or employee's family member must contact the employee's supervisor. The duty officer's supervisor shall contact the call schedule coordinator and the First Call Duty Officer, and attempt to identify a replacement Second Call Duty Officer. If the supervisor cannot find coverage, he or she should contact the call schedule coordinator, who will consult with the First Call Duty Officer and/or ACD Unit management about next steps. If



Second Call Duty Officer Policy and Procedure

Alameda County Public Health Department, Acute Communicable Disease
December 11, 2014



ACD Unit management is unavailable, consult with the Division of Communicable Disease Control and Prevention Director.

- Second Call Duty Officers may not perform on call duties if they are absent from performance of regularly scheduled duties in their program due to illness (SLS).

Departures of Second Call Duty Officers

- If a Second Call Duty Officer is resigning from ACPHD, he or she must notify the on call schedule coordinator upon providing notice of their resignation to their supervisor.
- If a volunteer Second Call Duty Officer who is not an employee in the ACD Unit decides to stop participation in the Second Call pool, 30 days advance notice to the on call schedule coordinator is expected.
- When multiple Second Call Duty Officer shifts become available due to departure of a duty officer, the on call schedule coordinator will notify all Second Call Duty Officers and request their availability to take the extra shifts. A deadline will be provided for response. Shifts will be distributed equitably among available Duty Officers.

Training

- In order to be prepared to provide clinical support, Second Call Duty Officers will attend an initial training for On Call response. After this initial training, Second Call Duty Officers will attend regular trainings in Acute Communicable Disease response. All trainings must be attended. Training staff and supervisor must be notified of any absence and a makeup session must be scheduled within a 2 – 4 week period of time.

Compensation:

- Please refer to the current MOU for standby and recall pay rates that apply to on call duties.

Scope of Duties:

Duties include, but are not limited to:

- Interviewing case/contacts
- Locating contacts for post exposure prophylaxis (PEP)
- Facilitating referrals to healthcare provider/facilities for evaluation/PEP
- Directly providing PEP to some clients
- Specimen collection and transportation to Public Health Lab (PHL)
- Documentation of activities in On Call Log, case report form and nursing notes
- Reporting of activities to the ACD Unit Manager (or if absent, the ACD Nurse of the Week) the next business day verbally and in writing

Communication:

Second Call Duty Officer will communicate with the First Call Duty Officer:

- At completion of duties
- If unable to complete an activity or needing guidance during investigation
- If new information is obtained that will expand the investigation (e.g. additional contacts or additional suspect cases, complications or injuries)



Second Call Duty Officer Policy and Procedure

Alameda County Public Health Department, Acute Communicable Disease
December 11, 2014



Documentation Expectations:

- Second call duty officer will document all calls from First call duty officer on the On Call Log, including date, time when call is received, and the subject of call.
- Second call duty officer will document all activities for call back follow up on the On Call Log including date, time when call back duties start, amount of time spent on each activity, and subject of activity.
- Nursing notes will be kept during any follow up on calls.
- If required for investigation, appropriate case report form, contact log, and chemoprophylaxis screening forms will be completed on case.
- If supplies from the On Call bag are used in response to an after-hours event, the inventory sheet should be marked indicating supplies used.

Second Call Duty Officer will report to ACD Unit Manager (or if absent, the ACD Nurse of the Week) within 30 minutes of start of business on the next business day.

- Phone call to ACD management to verbally report off on activities
- Fax completed case report forms, contact logs, screening forms, on call log, inventory list, and nursing notes.

Timecard Documentation:

- Current practice requires submitting a paper timecard that reflects standby, shift differential, and call back time.
- Timecard is to be submitted by the end of the pay period at the same time as the UITC CHARTS Timecard along with a copy of the On Call Log to the employee's supervisor.
- If the On Call Shift overlaps the end of a pay period (pay period ends on Saturday and on call shift ends the following Monday) notify the timekeeper that there will be a paper timecard submitted on the following Monday, in order for that person to plan for correct time entry. The paper timecard must be completed and submitted along with the On Call Log to the supervisor or designee within one (1) hour of start of business (8:30 am) that Monday so that the timekeeper may document any changes to the UITC CHARTS system in a timely manner. The time from that Sunday of the new pay period will be documented in a separate paper timecard during the next pay period.

EXHIBIT B

PAYMENT TERMS

- County will use its best efforts to make payment to Contractor upon completion and acceptance of the following services listed on Exhibit A, within thirty (30) days, upon receipt, review, and approval of invoice. Contractor shall provide backup documentation and other information and records as requested by the County.
- Invoices will be reviewed for approval by the County, Acute Communicable Disease Section Director or designee.
- Contractor shall be on call for periods of one week at a time. The County will pay the contractor \$1,760 per week of call, regardless of whether the call week is 7 or 8 days or includes a holiday.
- Total payment under the terms of this Agreement will not exceed the total amount of One Hundred Twenty Thousand and Nine Hundred Eighty Dollars (\$120,980.00). This cost includes all taxes and all other charges
- If contractor is providing additional coverage or participating in trainings for On-call Duty officers, the County will pay the equivalent per hour of \$14.08 (Fourteen and 08/100 Dollars) based on one call week of 125 hours ($\$1,760/125 \text{ hours} = \14.08 per hour).

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$2,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,00,000 per accident for bodily injury or disease
D Medical Professional Liability	\$1,000,000 per occurrence \$3,000,000 aggregate Bodily Injury and Property Damage
E Endorsements and Conditions:	
<ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> — Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. — Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	



1100 Virginia Drive, Suite 250
Fort Washington, PA 19034-3278
Phone: 1-800-247-1500 Fax: 1-800-758-3635
Website: www.nso.com

05/01/20

Maria M Pingol
Po Box 14396
Santa Rosa, CA 95402-6396

Dear Maria M Pingol:

Enclosed is the replacement certificate of insurance that you requested.

If you have any questions or need assistance, please call us toll free at 1-800-247-1500. Our Customer Service Representatives are available weekdays from 8:00 a.m. to 6:00 p.m., EST.

Sincerely,

Customer Service

Enclosure

Dedicated To Serving The Insurance Needs of Nurses

Nurses Service Organization is a registered trade name of Affinity Insurance Services, Inc.; (AR 244489); in CA & MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services Inc.; in CA, Aon Affinity Insurance Services, Inc., (0G94493), Aon Direct Insurance Administrators and Berkely Insurance Agency and in NY, AIS Affinity Insurance Agency.

Q032



Certificate of Insurance
OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM

Print Date: 5/01/2020

The application for the Policy and any and all supplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

PRODUCER 018098	BRANCH 970	PREFIX HPG	POLICY NUMBER 0641934367	POLICY PERIOD From: 05/13/20 to 05/13/21 at 12:01 AM Standard Time
Named Insured and Address: Maria M Pingol Po Box 14396 Santa Rosa, CA 95402-6396			Program Administered by: Nurses Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034 1-800-247-1500 www.nso.com	
Medical Specialty: Pediatric/Neonatal/Fam Practice Nurse Practit		Code: 80965		Insurance Provided by: American Casualty Company of Reading, Pennsylvania 151 N. Franklin Street Chicago, IL 60606

Professional Liability \$ 1,000,000 each claim \$ 6,000,000 aggregate

Your professional liability limits shown above include the following:

- * Good Samaritan Liability
- * Sexual Misconduct Included in the PL limit shown above subject to \$ 25,000 aggregate sublimit
- * Malplacement Liability
- * Personal Injury Liability

Coverage Extensions

License Protection	\$ 25,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit	\$ 1,000	per day limit	\$ 25,000	aggregate
Deposition Representation	\$ 10,000	per deposition	\$ 10,000	aggregate
Assault	\$ 25,000	per incident	\$ 25,000	aggregate
Includes Workplace Violence Counseling				
Medical Payments	\$ 25,000	per person	\$ 100,000	aggregate
First Aid	\$ 10,000	per incident	\$ 10,000	aggregate
Damage to Property of Others	\$ 10,000	per incident	\$ 10,000	aggregate
Information Privacy (HIPAA) Fines and Penalties	\$ 25,000	per incident	\$ 25,000	aggregate

Workplace Liability

Workplace Liability	Included in Professional Liability Limit shown above
Fire & Water Legal Liability	Included in the PL limit shown above subject to \$150,000 aggregate sublimit
Personal Liability	\$1,000,000 aggregate

Total \$ 1,264.00

Base Premium \$1,264.00
Medical Speciality is amended to include Consulting Services (GSL-5587)
Premium reflects Employed , Full Time

Policy Forms and Endorsements (Please see attached list of policy forms and endorsements)

Chairman of the Board

Secretary

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Coverage Change Date:

CNA93692 (11-2018)

Endorsement Date:

Master Policy: 188711433



HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP

Certificate of Insurance OCCURRENCE POLICY FORM



Print Date: 4/29/2019

Producer Branch Prefix Policy Number Policy Period
018098 970 HPG 0641934367 from 05/13/19 to 05/13/20 at 12:01 AM Standard Time

Named Insured and Address: Maria M Pingol Po Box 14396 Santa Rosa, CA 95402-6396

Program Administered by: Nurses Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034 1-800-247-1500 www.nso.com

Medical Specialty: Pediatric/Neonatal/Fam Practice Nurse Practit

Code: 80965

Insurance is provided by: American Casualty Company of Reading, Pennsylvania 333 S. Wabash Avenue, Chicago, IL 60604

Professional Liability \$1,000,000 each claim \$6,000,000 aggregate

Your professional liability limits shown above include the following:

- * Good Samaritan Liability * Malplacement Liability * Personal Injury Liability
* Sexual Misconduct Included in the PL limit shown above subject to \$25,000 aggregate sublimit

Coverage Extensions

Table with 5 columns: Coverage Extension, Amount, Frequency, Sublimit, Aggregate. Includes License Protection, Defendant Expense Benefit, Deposition Representation, Assault, Medical Payments, First Aid, Damage to Property of Others, Information Privacy (HIPAA) Fines and Penalties.

Workplace Liability

Workplace Liability Included in Professional Liability Limit shown above
Fire & Water Legal Liability Included in the PL limit shown above subject to \$150,000 aggregate sublimit
Personal Liability \$1,000,000 aggregate

Total: \$1,264.00

Base Premium \$1,264.00

Premium reflects Employed, Full Time

Policy Forms & Endorsements (Please see attached list for a general description of many common policy forms and endorsements.)

Table with 7 columns of policy form numbers: G-121500-D, G-121503-C, G-121501-C1, G-145184-A, G-147292-A, GSL15563, GSL15564, GSL15565, GSL17101, GSL13424, CNA80051, CNA80052, G-123846-D04, CNA81753, CNA81758, CNA82011, GSL-5587

Medical Speciality is amended to include Consulting Services (GSL-5587)

Signature of Chairman of the Board

Chairman of the Board

Signature of Secretary

Secretary

Keep this document in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance. Master Policy # 188711433

G-141241-B (03/2010)

Coverage Change Date:

Endorsement Change Date:

POLICY FORMS & ENDORSEMENTS

The following are the policy forms and endorsements that apply to your current professional liability policy.

COMMON POLICY FORMS & ENDORSEMENTS

FORM #	FORM NAME
G-121500-D	Common Policy Conditions
G-121503-C	Workplace Liability Form
G-121501-C1	Occurrence Policy Form - California
CNA94164	Amendment Definition of Claim Endorsement
G-145184-A	Policyholder Notice - OFAC Compliance Notice
G-147292-A	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15563	Information Privacy Coverage Endorsement HIPAA Fines, Penalties & Notification Costs
GSL15564	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565	Healthcare Providers Professional Liability Assault Coverage
GSL17101	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424	Services to Animals
CNA80051	Amended Definition of Personal Injury Endorsement
CNA80052	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
G-123846-D04	California Cancellation and Non-Renewal
CNA81753	Coverage & Cap on Losses from Certified Acts Terrorism
CNA81758	Notice - Offer of Terrorism Coverage & Disclosure of Premium
CNA82011	Related Claims Endorsement
GSL-5587	Consulting Services Liability Endorsement

PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.

For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.

For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the Local Tax is the KY Local Government Premium Tax. As required by 806 Ky. Admin Regs. 2:100, this Notice is to advise you that a surcharge has been applied to your insurance premium and is separately itemized on the Declarations page or billing instrument attached to your policy, as required KRS. §136.392.

For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.

For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2012 Regular Assessment.

Form #:CNA93692 (11-2018)

Named Insured: Maria M Pingol

Master Policy #: 188711433

Policy #: 0641934367

Oakland, CA 94607
Tel#510-268-2326
Fax#510-268-2333

From: Mullen, Sean, Risk Mgmt
Sent: Tuesday, May 17, 2016 11:52 AM
To: De Leon, Elenita, Public Health, DCDCP
Subject: RE: Christina Pingol evidence of professional liability insurance: NSO Payment Confirmation

Hi Elenita,

Generally her Workplace Liability covers the General Liability requirement, according to Karen. So she is good to start.

Sean

Sean M. Mullen
Risk Coordinator
Risk Management Unit
County Administrator's Office
County of Alameda
125 - 12th Street, Suite 300
Oakland, CA 94607
510 272-6045
Fax: 510 272-6815

From: De Leon, Elenita, Public Health, DCDCP
Sent: Tuesday, May 17, 2016 11:48 AM
To: Mullen, Sean, Risk Mgmt <Sean.Mullen@acgov.org>
Subject: RE: Christina Pingol evidence of professional liability insurance: NSO Payment Confirmation

Hi Sean,

So, Risk Management can waive the General Liability?

Thank you.

Elen Deleon
Fiscal & Contract Unit
Div. of Communicable Disease Control & Prevention
Alameda County Public Health Dept.

1000 Broadway, Ste. 500
Oakland, CA 94607
Tel#510-268-2326
Fax#510-268-2333

From: Mullen, Sean, Risk Mgmt
Sent: Tuesday, May 17, 2016 11:34 AM
To: Huang, Sandra, Public Health, DCDCP
Cc: Christina Pingol; Ochsner, Allyson, Public Health, DCDCP; De Leon, Elenita, Public Health, DCDCP
Subject: RE: Christina Pingol evidence of professional liability insurance: NSO Payment Confirmation

Hey All,



Thanks for providing me the certificate. I discussed this with Karen and the insurance that Christina has is acceptable for the requirements.

Sean

Sean M. Mullen
Risk Coordinator
Risk Management Unit
County Administrator's Office
County of Alameda
125 - 12th Street, Suite 300
Oakland, CA 94607
510 272-6045
Fax: 510 272-6815

From: Huang, Sandra, Public Health, DCDCP
Sent: Monday, May 16, 2016 5:17 PM
To: Mullen, Sean, Risk Mgmt <Sean.Mullen@acgov.org>
Cc: Christina Pingol <mcmpingol@gmail.com>; Ochsner, Allyson, Public Health, DCDCP <Allyson.Ochsner@acgov.org>; De Leon, Elenita, Public Health, DCDCP <Elenita.DeLeon@acgov.org>
Subject: RE: Christina Pingol evidence of professional liability insurance: NSO Payment Confirmation

Hi Sean, I was able to access it on my desktop – might be an iPhone issue? I've downloaded and attached it. Sandra

From: Mullen, Sean, Risk Mgmt
Sent: Monday, May 16, 2016 5:16 PM
To: Huang, Sandra, Public Health, DCDCP

County of Alameda
Workers' Compensation Written Declaration of Compliance

(To be completed by the Contractor)

Amount of Contract: \$120,980.00 Term of Contract: June 1, 2016 - June 30,2023

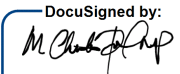
Name of Contractor: Maria Christina Magat Pingol

For Workers' Compensation, please have Contractor sign this declaration if applicable:

Declaration:

With respect to the above-mentioned business, I hereby warrant that the business has no employees other than the owners, officers, directors, partners or other principals who have elected to be exempt from Workers' Compensation coverage in accordance with California law.

I further warrant that I understand the requirements of the California Labor Code, including without limitation those stated in Labor Code Section 3700, et seq., with respect to providing Workers' Compensation coverage for any employees of the above mentioned business. I agree to comply with the Labor Code requirements and all other applicable laws and regulations regarding workers' compensation, payroll taxes, FICA, tax withholding and similar employment-related requirements. I further agree to defend, indemnify and hold the County of Alameda harmless from any and all loss or liability which may arise from the failure of the above-mentioned business to comply with all such laws or regulations.

Signature	<small>DocuSigned by:</small>  <small>6F37EE9680E942E...</small>	12/16/2020
	Owner, Officer, Director, Partner or other Principal	Date
	Maria Christina Magat Pingol	Nurse Consultant & Trainer
	Print/Type Name	Title

The above person has authority to sign on behalf of the contracting business. This signed declaration is part of the contractor's proof of insurance.

De Leon, Elenita, Public Health, DCDCP

From: Lee, Rosanna, Public Health, DCDCP
Sent: Thursday, February 8, 2018 11:48 AM
To: Sambile, Mario, Public Health, Admin; Hortinela, Renatosamson, Public Health, ADMIN
Cc: Baile, Jaime, Public Health, DCDCP; Foley, Rosita, Public Health, DCDCP; De Leon, Elenita, Public Health, DCDCP; Tran, Fanny, Public Health, Admin
Subject: FW: Waiver for WC - Jeffrey Bodway
Attachments: RKM_C558180206160446.pdf

Mario and Renato,

Please see below email from Sean Mullen.

Can one of you upload (if not already) attached to Alcolink? I don't think my sign on allows me to.

Thank you,

Rosanna Lee

Alameda County Public Health System Preparedness and Response

Division of Communicable Disease Control and Prevention

1000 Broadway, Suite 500, Oakland, CA 94607

Ofc: 510-208-5943 Fax: 510-273-3714 QIC: 21904

Email: Rosanna.Lee@acgov.org

From: Mullen, Sean, Risk Mgmt
Sent: Thursday, February 8, 2018 10:55 AM
To: Lee, Rosanna, Public Health, DCDCP <Rosanna.Lee@acgov.org>
Subject: Waiver for WC - Jeffrey Bodway

Hi Rosanna,



Once the contractor signs the declaration the workers' compensation requirement is waived. Departments are no longer required to get Risk Management approval for waving workers' compensation. You can upload the signed declaration with the contract to AlcoLink.

Sean

Sean M. Mullen
Risk Coordinator
Risk Management Unit
County Administrator's Office
125 12th Street, 3rd Floor
Oakland, CA 94607
(P) 510 272-6045
(F) 510 272-6815

CALIFORNIA EVIDENCE OF LIABILITY INSURANCE
MERCURY INSURANCE
COMPANY

AGENCY: WESTERN GOLD INS AGCY INC (877) 388-0025

POLICY NUMBER
0401 06 140201497
EFFECTIVE & EXPIRATION DATES
04/03/2020 04/03/2021
YEAR MAKE
2013 HYUNDAI
VEHICLE IDENTIFICATION NUMBER
KMHEC4A47DA083203
NAMED INSURED
MARIA CHRISTINA PINGOLMAGAT

CALIFORNIA EVIDENCE OF LIABILITY INSURANCE
MERCURY INSURANCE
COMPANY

AGENCY: WESTERN GOLD INS AGCY INC (877) 388-0025

POLICY NUMBER
0401 06 140201497
EFFECTIVE & EXPIRATION DATES
04/03/2020 04/03/2021
YEAR MAKE
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KMHEC4A47DA083203
NAMED INSURED
MARIA CHRISTINA PINGOLMAGAT

TO REPORT A CLAIM, please call (800) 503-3724

For access to ROADSIDE ASSISTANCE ONLY, please call (866) 519-6478
This insurance complies with CVC S16056 or S16500.5 NAIC# 27553

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555 W. Imperial Highway, Brea, CA 92821

**THE COVERAGE PROVIDED BY THIS POLICY MEETS THE
MINIMUM LIABILITY LIMITS PRESCRIBED BY LAW**

IF YOU HAVE AN ACCIDENT

- Notify the police immediately.
- Capture the names, addresses, telephone numbers, driver license numbers and license plate numbers of all persons involved and of witnesses.
- Note any damage to other vehicles.
- Do not admit fault. Do not discuss the accident with anyone except your agent, Mercury or the police.
- Immediately report all claims to Mercury at (800) 503-3724.
- Take photos if possible. rev. 09/13

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CALIFORNIA EVIDENCE OF LIABILITY INSURANCE

AGENCY:

POLICY NUMBER
EFFECTIVE & EXPIRATION DATES
YEAR MAKE
VEHICLE IDENTIFICATION NUMBER
NAMED INSURED

V O I D

CALIFORNIA EVIDENCE OF LIABILITY INSURANCE

AGENCY:

POLICY NUMBER
EFFECTIVE & EXPIRATION DATES
YEAR MAKE
VEHICLE IDENTIFICATION NUMBER
NAMED INSURED

V O I D

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DEBARMENT AND SUSPENSION CERTIFICATION

COUNTY OF ALAMEDA

For Procurements Over \$25,000

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

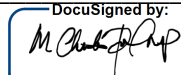
If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

BIDDER: Maria Christina Magat Pingol

PRINCIPAL: Maria Christina Magat Pingol TITLE: Consultant

SIGNATURE:  DATE: 12/16/2020
DocuSigned by:
6F37EE9680E942E...

A RESOLUTION AUTHORIZING THE WAIVER OF THE COUNTY'S PROCUREMENT PROCESS FOR COMPETITIVE BIDDING FOR TRAINING AND CONSULTANCY SERVICES FOR RESPONSE FUNCTIONS TO ACUTE COMMUNICABLE DISEASES FOR THE COUNTY OF ALAMEDA

RESOLUTION NUMBER R-2021 _____

WHEREAS, Alameda County Public Health Department (ACPHD) is mandated to respond to urgent communicable disease case and outbreak at all times of day within the County and maintains an On-Call Duty Officers Program (OCDOP) to provide response coverage to urgent communicable disease case and outbreak after business hours and on weekends; and

WHEREAS, OCDOP employs First Call Duty Officers (FCDO) consisting of Physicians and Senior Registered Nurses with prescriptive privilege; and Second Call Duty Officers (SCDO) consisting of Public Health Nurses (PHN) in Acute Communicable Diseases Unit and volunteer PHNs from other sections of ACPHD; and

WHEREAS, FCDO provide directions, guidance and support to SCDO to conduct new clinical evaluation and/or follow-up on cases and contacts that require investigation, chemoprophylaxis, and specimen collection; and

WHEREAS, new or inexperienced SCDOs need to be proctored by a seasoned trainer experienced in managing communicable disease response and control to ensure that response activities are performed and compliant to the County's OCDOP Policy and Procedure; and

WHEREAS, OCDOP occasionally has staffing gaps due to workforce turnover and increased service demands from unexpected surges of cases and breakout; and

WHEREAS, ACPHD has retained Christina Pingol as an outside contractor to reinforce the staff and provide training and consultation services to SCDOs to avoid the risk of interruption in mandated and critical communicable disease response and control services; and

WHEREAS, Christina Pingol, a former ACPHD PHN and currently a nurse practitioner, has been filling the consulting and mentoring role suitably well since 2016, and

WHEREAS, ACPHD wishes to continue with her existing services and to add the additional duties of FCDO, extending the period by 2 years from 6/1/16 – 6/30/21 to 6/1/16 – 6/30/23 and increasing the not-to-exceed amount of the contract by \$27,700 from \$93,280 to \$120,980; and

WHEREAS, Alameda County Administrative Code Sections 4.12.010, 4.12.020, and 4.12.070 require the solicitation of bids for contracts that are more than \$100,000 except in unusual cases where the Board of Supervisors ("Board") has, by resolution, found and determined that the public interest would not be served by complying with the bid solicitation process; and

WHEREAS, the Board has determined that Christina Pingol has the professional stature, extensive experience, and demonstrated competence in providing consulting and training services to OCDOP with a consistent record of success; and

WHEREAS, the Board has determined that the public interest would not be served by requiring a bid solicitation process in this situation.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The findings stated in the recitals to this Resolution are restated in full and adopted by reference.
2. The requirements in Administrative Code Sections 4.12.010 to .020 for the solicitation of bids are hereby waived for the selection of Christina Pingol for consulting and training services for the On-Call Duty Officers Program.

Adopted by the Board of Supervisors of the County of Alameda, State of California, on this date, _____, 2021 by the following called vote:


AYES:
 NOES:
 EXCUSED:

 President of the Board of Supervisors
 County of Alameda, State of California

ATTEST:
 Clerk of the Board of Supervisors,
 County of Alameda

APPROVED AS TO FORM:
 Donna Ziegler, County Counsel

By: _____

DocuSigned by:

 2/19/2021
 EFDC93E664804A0...
 By: _____
 K. Joon Oh
 Deputy County Counsel