Alameda County Health

**Aneeka Chaudhry**
*Interim Director*

AGENDA _____ October 7, 2025

September 16, 2025

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

**SUBJECT: APPROVE THE FOURTH AMENDMENT TO THE STANDARD SERVICES AGREEMENTS TO CONTINUE THE PROVISION OF MENTAL HEALTH TECHNOLOGY SERVICES IN AN AMOUNT NOT TO EXCEED $1,856,185**

Dear Board Members:

**RECOMMENDATION:**

Approve the Fourth Amendment to Standard Services Agreements with the following mental health service providers to provide continuation of Mental Health Technology Services, with no change in current term of 12/1/2019 – 6/30/2027, increasing the amount from $1,481,185 to 1,856,185 ($375,000 increase):

1. Mental Health Association for Chinese Communities (Procurement Contract No. 19477; Principal: Elaine Peng; Location: Fremont), increasing the amount from $646,185 to $771,185 ($125,000 increase);

2. NAMI Alameda County (Procurement Contract No. 19476, old, and 29205, new; Principal: Margaret Sheehan-Rahman; Location: Oakland), increasing amount from $417,500 to $542,500 ($125,000 increase); and

3. Niroga Institute (Procurement Contract No. 19475; Principal: Bidyut Bose; Location: Fremont), increasing amount from $417,500 to $542,500 ($125,000 increase).

**DISCUSSION/SUMMARY:**

The Mental Health Technology Projects leverage web-based mobile applications (apps) to enhance access to mental health care for individuals experiencing situational trauma. These innovative apps support outreach, engagement, and service delivery by Community-Based Organizations (CBOs), offering a tech-based model for mental health solutions. A key feature is their ability to extend CBO services, increase client support, and encourage use by clients, staff, and the broader community.

On March 17, 2020 (Item No. 6), your Board approved the Standard Services Agreements (SSAs) with Mental Health Association for Chinese Communities (MHACC), NAMI Alameda County (NAMI), and Niroga Institute (Niroga) for Mental Health Technology Projects following a competitive Request for Proposal (RFP) process. On July 19, 2022 (Item No. 5), September 19, 2023 (Item No. 12), and June 18, 2024 (Item No. 14), your Board approved the existing Agreements with MHACC, NAMI, and Niroga to provide the web-based Mental Health Technology mobile application services.

Due to internal County processes relating to requirements for Elations Systems Reports, Procurement Contract Number 19476 (old) for NAMI shall be replaced by Procurement Contract Number 29205 (New).

As of December 2024, MHACC's mobile apps, MiSunshine and UrSpace, have reached 1,611 registered users in only two fiscal quarters. The most utilized feature is the new artificial intelligence (AI) powered chat box, with 1,148 views and an average session time of 39 minutes, highlighting its role as a trusted source of emotional support. The homepage received 5,372 views, engaging 460 active users with an average visit time of 2 minutes and 18 seconds. Additional features such as breathing exercises, meditation, and mood tracking provide personalized support for users' mental well-being. In total, the apps recorded 17,607 page views and over 39,507 logged events, reflecting strong and consistent user engagement.

NAMI's mental health app, Dinobi, received over 2,400 visitors in 2024, accounting for 40% of total traffic on SageSurfer, its subcontracted hosting platform. App downloads increased by 85% from 2023 to 2024. NAMI released seven updates last year, maintaining compatibility with the latest iPhone Operating System (iOS) and Android versions while enhancing user experience and improving data-sharing features for family caregivers. To boost awareness and engagement, NAMI expanded outreach efforts to Alameda County libraries, Fremont Unified School District sites, local community colleges (including Ohlone College), student support groups, and the nonprofit We're Not Alone, supporting mental health and resilience for women and girls.

Niroga's mental health app, InPower, provides guided practices, mood tracking, and customizable playlists to help users manage stress, anxiety, and enhance overall well-being. In 2024, the app recorded 458 visitors and 275 downloads. Increased interest from students and educators is partially attributable to growing school restrictions on cell phone use as the app is convenient for students to access after hours. Current enhancements include: streamlined account creation with Google, Apple, and Facebook login options; integration of mindfulness practices tailored for individuals with special needs, including Attention-Deficit/Hyperactivity Disorder (ADHD), Autism Spectrum Disorder, Sensory Processing Disorder, and emotional disturbances; and development of educational courses on stress, emotional regulation, and mindfulness science to support user engagement and sustained use.

Alameda County Behavioral Health Department (ACBHD) is requesting additional funds to correct an administrative error and continue funding in the last two years of these Standard Services Agreements at similar levels as the prior FYs. These funds will allow these providers to continue to make updates and conduct outreach for the Mental Health Technology Project apps. These digital tools have proven effective in delivering culturally responsive and innovative mental health support, particularly for caregivers, youth and transition-age youth, attempted suicide survivors, and the general public. By leveraging modern technology and strategic outreach, the apps help reduce stigma and offer private, immediate access to mental health resources, meeting individuals where they are and supporting those more inclined to engage through digital platforms.

Your Board's approval will offer continued opportunities for ACBHD and its CBOs to support vulnerable communities by further development of linkages to resources and supportive services through mobile apps.

***SELECTION CRITERIA/PROCESS:***

*This request is for an expansion of existing contracted programs. On March 17, 2020 (Item No. 6), your Board approved MHACC, NAMI, and Niroga to provide Mental Health Technology as a result of RFP No. HCSA 900519. Each of these providers are nonprofit organizations. MHACC has elected to participate in the Small, Local and Emerging Business (SLEB) program (No. 19-00057; Expiration 9/30/2026). NAMI has been and will continue to subcontract with a SLEB certified supplier, SageSurfer, Inc. (No. 17-00110; Expiration 11/30/26); To date, NAMI has subcontracted 39% of their contract to SageSurfer. The Alameda County General Services Agency has approved a SLEB Waiver for Niroga (No. 0162; Expiration 6/30/2026). ACBHD will work with providers to maintain SLEB status through the contract period.*

**FINANCING:**

Appropriations for the augmentations are funded by Mental Health Services Act Funds and are already included in the ACBHD Fiscal Year (FY) 2025-26 Approved Budget and will be requested in the FY 2026-27 Maintenance of Effort Budget. Approval of this recommendation will have no impact on net County cost.

**VISION 2036 GOAL:**

Mental health mobile applications meet the 10X goal pathway of **Health for All** in support of our shared vision of a **Thriving & Resilient Population**.

Sincerely,

DocuSigned by:
Aneeka Chaudhry
E20638BBECB84AD...

Aneeka Chaudhry, Interim Director
Alameda County Health

# Contract Summary
# SSA-NAMI develop & eval mobile app 12/1/19 - 6/30/27

## Total Contract Summary
## Contract Term: 12/01/19 - 06/30/27

| Vendor | Location | Contract Amount | Required Total Participation | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | Local | | Small/Local Participation | | Emerging/Local Participation | |
| | | | % | $ | % | $ | % | $ |
| NATIONAL ALLIANCE ON MENTAL ILLNESS | Fremont, CA | $ 417,500.00 | 20.00% | $ 83,500.00 | | | 20.00% | $ 83,500.00 |

## Contract Summary to Date
## 12/01/19 - 09/11/25

| Vendor | Location | $ Paid to Prime | Achieved Participation to Date | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | Local Participation* | | Small/Local Participation* | | Emerging/Local Participation* | |
| | | | % | $ | % | $ | % | $ |
| NATIONAL ALLIANCE ON MENTAL ILLNESS | Fremont, CA | $ 370,625.00 | 100.00% | $ 370,625.00 | | | | |

## SLEB Subcontractor Achievement to Date**

| SLEB Subcontractor Name | Address | Certification Information | | Small/Local Participation | | Emerging/Local Utilization | |
|---|---|---|---|---|---|---|---|
| | | | | % | $ | % | $ |
| Sagesurfer Inc<br>Anupam Khandelwal | 651 Pinot Blanc Way<br>Fremont, CA 94539 | Cert #:<br>Expires: | 17-00110<br>11/30/26 | 39.00% | $143,350.00 | | |

## All Participating SLEB Subcontractors

| SLEB Subcontractor Name | Address | Certification Information | | Certification Type |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |

* Includes prime's achievement, if applicable

** Percentage calculations may differ due to rounding

**Procurement Contract No. 19477**

# FOURTH AMENDMENT TO STANDARD SERVICES AGREEMENT

| Contractor: | Mental Health Association for Chinese Communities | |
|---|---|---|
| | Contract Term: | Allocation: |
| Original: | 12/1/2019 - 1/31/2022 | $458,685 |
| 1st Amendment: | 12/1/2019 - 6/30/2023 (1.5 years extension) | $521,185 ($62,500 increase) |
| 2nd Amendment: | 12/1/2019 - 6/30/2024 (1 year extension) | $583,685 ($62,500 increase) |
| 3rd Amendment: | 12/1/2019 - 6/30/2027 (3 years extension) | $646,185 ($62,500 increase) |
| 4th Amendment: | 12/1/2019 - 6/30/2027 | $771,185 ($125,000 increase) |

This Fourth Amendment to Agreement ("Fourth Amendment") is made by the County of Alameda ("County") and **Mental Health Association for Chinese Communities**, ("Contractor") with respect to that certain agreement entered by them on **December 1, 2019** as amended by that certain First **(July 19, 2022)**, Second **(September 26, 2023)**, and Third **(June 25, 2024)** Amendments to Agreement (collectively referred to herein as the "Agreement") pursuant to which Contractor provides **mental health technology services** to County.

County and Contractor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

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 ("Effective Date").

2. In consideration for Contractor's additional services, the County shall pay Contractor in an additional amount not to exceed **One Hundred Twenty-Five Thousand** dollars (**$125,000**). As a result of these additional services the not to exceed amount has increased from **Six Hundred Forty-Six Thousand, One Hundred Eighty-Five** dollars (**$646,185**) to **Seven Hundred Seventy-One Thousand, One Hundred Eighty-Five** dollars (**$771,185**) over the term of the Agreement and any amendments.

3. Paragraph 20 of the Standard Services Agreement has been amended by changing the shall not exceed amount in the last sentence to **$771,185**.

4. As of the Effective Date, Exhibit B, Payment Terms, shall be amended as follows:

- The not to exceed amount under Item 2 shall be changed to $771,185, and

- The first sentence under Item 3 shall be changed:

FROM: Contractor shall invoice the County monthly for actual expenses incurred during the contract period and shall not exceed $62,500 from 07/01/2024 – 06/30/2027 of the contract term.

TO: Contractor shall invoice the County monthly for actual expenses incurred during the contract period and shall not exceed: $187,500 from 07/01/2024 – 06/30/2027 of the contract term.

5. Attached hereto and made a part of the Agreement is Exhibit C, a current Certificate of Liability Insurance.

6. Attached hereto and made a part of the Agreement is Exhibit D, a current Debarment and Suspension Certificate executed by Contractor.

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

**IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment.**

COUNTY OF ALAMEDA

By: David G. Haubert
Signature

Name: DAVID G. HAUBERT
(Printed)

Title: President of the Board of Supervisors

Date: 10/15/2025

MENTAL HEALTH ASSOCIATION FOR CHINESE COMMUNITIES

By: DocuSigned by: Steven Chen
0CC146BFF33D4DF...
Signature

Name: Steven Chen
(Printed)

Title: Deputy Director

Date: 7/9/2025

APPROVED AS TO FORM: DONNA ZIEGLER
County Counsel for the County of Alameda

By: DocuSigned by:
9D77AFCFB7F6431...
Raymond J. Leung
County Counsel Signature

By signing above, the 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 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 insurance coverage, limits and endorsements:

| | TYPE OF INSURANCE COVERAGES | MINIMUM LIMITS |
|---|---|---|
| A | **Commercial General Liability**<br>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery | $1,000,000 per occurrence (CSL)<br>Bodily Injury and Property Damage |
| B | **Commercial or Business Automobile Liability**<br>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)<br>Any Auto<br>Bodily Injury and Property Damage |
| C | **Workers' Compensation (WC) and Employers Liability (EL)**<br>Required for all contractors with employees | WC: Statutory Limits<br>EL: $100,000 per accident for bodily injury or disease |
| D | **Professional Liability/Errors & Omissions**<br>Includes endorsements of contractual liability and defense and indemnification of the County | $1,000,000 per occurrence<br>$2,000,000 project aggregate |

E **Endorsements and Conditions:**

1. **ADDITIONAL INSURED:** All insurance required above with the exception of Professional Liability, Personal 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 and representatives.
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement with the following exception: 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 termination 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 shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). 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 minimum A.M. Best Rating of A- or better, 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 furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:
   - 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.
   - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.
7. **CANCELLATION OF INSURANCE:** All required insurance shall be endorsed 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 require certificate(s) and endorsements must be sent as set forth in the Notices provision.

**Procurement Contract No. 19477**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Mark Bartlett | |
|---|---|---|
| Mark Bartlett<br>39812 Mission Blvd, Ste 101<br>Fremont CA 94539 | PHONE (A/C, No, Ext): (510) 573-4745 | FAX (A/C, No): |
| | E-MAIL ADDRESS: mbartlett@twfg.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Sentinel Insurance Company | 11000 |
| | INSURER B: Sentinel Insurance Company | 11000 |
| | INSURER C: Sentinel Insurance Company | 11000 |
| | INSURER D: Hartford Insurance | 42390 |
| | INSURER E: Hiscox Group Company | 10200 |
| | INSURER F: | |

INSURED
Mental Health Association for Chinese Communities Inc
3160 Castro Valley Blvd
ste 210
Castro Valley CA 94546

**COVERAGES** **CERTIFICATE NUMBER:** MENT24120211204943 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PROJECT [ ] LOC<br>[ ] OTHER: | Y | N | 57SBABP6073 | 9/1/2024 | 9/1/2025 | EACH OCCURRENCE | $ 2,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 2,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 4,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 4,000,000 |
| | | | | | | | | $ |
| B | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | Y | N | 57SBABP6073 | 9/1/2024 | 9/1/2025 | COMBINED SINGLE LIMIT (Ea accident) | $ 2,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| C | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ | Y | N | 57SBABP6073 | 9/1/2024 | 9/1/2025 | EACH OCCURRENCE | $ 5,000,000 |
| | | | | | | | AGGREGATE | $ 5,000,000 |
| | | | | | | | | $ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 57WECAE5F06 | 11/22/2024 | 11/22/2025 | [X] PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| E | Professional Liability | | | P100.776.891.6 | 12/6/2024 | 12/6/2025 | Occurence | 2,000,000 |
| | | | | | | | Aggregate | 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers.

**CERTIFICATE HOLDER**

*Alameda County Behavioral Health
2000 Embarcadero Cove
4th Floor
Oakland 94606

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**POLICY NUMBER:** 57 SBA BP6073

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

ADDITIONAL INSURED - PERSON-ORGANIZATION

LOC 001 002 004 BLDG 001
ALAMEDA COUNTY BEHAVIORAL HEALTH
2000 EMBARCADERO CV FL 4
OAKLAND, CA 94606

**EXHIBIT D**

**COUNTY OF ALAMEDA**
**DEBARMENT AND SUSPENSION CERTIFICATION**
(Applicable to all agreements funded in part or whole with federal funds and contracts over $25,000).

The Contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or 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. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

☐ Check if continued on the attached page.

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

**CONTRACTOR (COMPANY):** Mental Health Association for Chinese Communities

NAME/TITLE OF AUTHORIZED SIGNER: Steven Chen / Deputy Director

**SIGNATURE:** DocuSigned by: Steven Chen 0CC146BFF33D4DF... **DATE:** 7/9/2025

**Procurement Contract No. 19476 (Old); 29205 (New)**

# FOURTH AMENDMENT TO STANDARD SERVICES AGREEMENT

| Contractor: | NAMI Alameda County | |
|---|---|---|
| | Contract Term: | Allocation: |
| Original: | 12/1/2019 - 1/31/2022 | $230,000 |
| 1st Amendment: | 12/1/2019 - 6/30/2023 (1.5 years extension) | $292,500 ($62,500 increase) |
| 2nd Amendment: | 12/1/2019 - 6/30/2024 (1 year extension) | $355,000 ($62,500 increase) |
| 3rd Amendment: | 12/1/2019 - 6/30/2027 (3 years extension) | $417,500 ($62,500 increase) |
| 4th Amendment: | 12/1/2019 - 6/30/2027 | $542,500 ($125,000 increase) |

This Fourth Amendment to Agreement ("Fourth Amendment") is made by the County of Alameda ("County") and **NAMI Alameda County**, ("Contractor") with respect to that certain agreement entered by them on **December 1, 2019** as amended by that certain First **(July 19, 2022)**, Second **(September 26, 2023)**, and Third **(June 25, 2024)** Amendments to Agreement (collectively referred to herein as the "Agreement") pursuant to which Contractor provides **mental health technology services** to County.

County and Contractor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

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 ("Effective Date").

2. Procurement Contract Number 19476 (Old) shall be replaced by Procurement Contract Number 29205 (New) for internal County processes relating to requirements for Elations Systems Reports.

3. In consideration for Contractor's additional services, the County shall pay Contractor in an additional amount not to exceed **One Hundred Twenty-Five Thousand** dollars ($**125,000**). As a result of these additional services the not to exceed amount has increased from **Four Hundred Seventeen Thousand, Five Hundred** dollars ($**417,500**) to **Five Hundred Forty-Two Thousand, Five Hundred** dollars ($**542,500**) over the term of the Agreement and any amendments.

4. Paragraph 20 of the Standard Services Agreement has been amended by changing the shall not exceed amount in the last sentence to $**542,500**.

5. As of the Effective Date, Exhibit B, Payment Terms, shall be amended as follows:

   - The not to exceed amount under Item 2 shall be changed to $542,500, and

- The first sentence under Item 3 shall be changed:

  FROM: Contractor shall invoice the County monthly for actual expenses incurred during the contract period and shall not exceed $62,500 from 07/01/2024 – 06/30/2027 of the contract term.

  TO: Contractor shall invoice the County monthly for actual expenses incurred during the contract period and shall not exceed: $187,500 from 07/01/2024 – 06/30/2027 of the contract term.

6. Attached hereto and made a part of the Agreement is Exhibit C, a current Certificate of Liability Insurance.

7. Attached hereto and made a part of the Agreement is Exhibit D, a current Debarment and Suspension Certificate executed by Contractor.

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

**IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment.**

COUNTY OF ALAMEDA

By: David G. Haubert
Signature

Name: DAVID G. HAUBERT
(Printed)

Title: President of the Board of Supervisors

Date: 11/3/2025

NAMI ALAMEDA COUNTY

By: Signed by: Margaret Sheehan-Rahman
A66B37A674944F0...
Signature

Name: Margaret Sheehan-Rahman
(Printed)

Title: President

Date: 7/27/2025

APPROVED AS TO FORM: DONNA ZIEGLER
County Counsel for the County of Alameda

By: DocuSigned by:
9D77AFCFB7F0431...
Raymond J. Leung
County Counsel Signature

By signing above, the 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 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 insurance coverage, limits and endorsements:

| | TYPE OF INSURANCE COVERAGES | MINIMUM LIMITS |
|---|---|---|
| A | **Commercial General Liability**<br>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery | $1,000,000 per occurrence (CSL)<br>Bodily Injury and Property Damage |
| B | **Commercial or Business Automobile Liability**<br>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)<br>Any Auto<br>Bodily Injury and Property Damage |
| C | **Workers' Compensation (WC) and Employers Liability (EL)**<br>Required for all contractors with employees | WC: Statutory Limits<br>EL: $100,000 per accident for bodily injury or disease |
| D | **Professional Liability/Errors & Omissions**<br>Includes endorsements of contractual liability and defense and indemnification of the County | $1,000,000 per occurrence<br>$2,000,000 project aggregate |

E **Endorsements and Conditions:**

1. **ADDITIONAL INSURED:** All insurance required above with the exception of Professional Liability, Personal 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 and representatives.
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement with the following exception: 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 termination 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 shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). 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 minimum A.M. Best Rating of A- or better, 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 furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:
   - 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.
   - Joint insurance program with the association; partnership or other joint business venture included as a "Named Insured.
7. **CANCELLATION OF INSURANCE:** All required insurance shall be endorsed 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 require certificate(s) and endorsements must be sent as set forth in the Notices provision.

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>Diablo Valley Insurance Agency, Inc.<br>185 Lennon Lane, Suite 200<br>Walnut Creek, CA 94598<br>License #: 0C26181 | CONTACT NAME: Ivan Mendez<br>PHONE (A/C, No, Ext): (925) 210-1717 FAX (A/C, No): (925) 210-1818<br>E-MAIL ADDRESS: ivan@diablovalleyinsurance.com |
| INSURED<br>NAMI Alameda County<br>3100 Capitol Ave<br>Fremont, CA 94538 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : NIAC — NIAC<br>INSURER B : Technology Insurance Company<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

COVERAGES CERTIFICATE NUMBER: 00004495-0 REVISION NUMBER: 24

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER<br>X POLICY [ ] PRO-JECT [ ] LOC<br>OTHER: | Y | | 01-CP-0036656-01-12 | 06/05/2025 | 06/05/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 1,000,000<br>$ 500,000<br>$ 20,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | 01-CP-0036656-01-12 | 06/05/2025 | 06/05/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 1,000,000<br>$<br>$<br>$<br>$ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE<br>$ | $<br>$<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | TES4530790 | 01/08/2025 | 01/08/2026 | [ ] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | SSP PROFESSIONAL | | | 01-CP-0036656-01-12 | 06/05/2025 | 06/05/2026 | General Aggregate | 2M/1M |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL INSURED: ALAMEDA COUNTY, ITS BOARD OF SUPERVISORS,THE INDIVIDUAL MEMBERS THEREOF,AND ALL COUNTY OFFICERS,AGENTS,EMPLOYEES,VOLUNTEERS,AND REPRESENTATIVES AS THEIR INTEREST MAY APPEAR AS RESPECTS TO WRITTEN CONTRACT WITH THE NAMED INSURED PER ATTACHED BLANKET FORMS.

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| Alameda County Behavioral Health, Contracts Unit<br>1900 Embarcadero Cove, Suite 205<br>Oakland, CA 94606 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br>(IPM) |

POLICY NUMBER: 01-CP-0036656-01-12

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Name Of Additional Insured Person(s) Or Organization(s):** |
|---|
| Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**EXHIBIT D**

**COUNTY OF ALAMEDA**
**DEBARMENT AND SUSPENSION CERTIFICATION**
(Applicable to all agreements funded in part or whole with federal funds and contracts over $25,000).

The Contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or 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. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

☐ Check if continued on the attached page.

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

**CONTRACTOR (COMPANY):** NAMI Alameda County

NAME/TITLE OF AUTHORIZED SIGNER: Margaret Sheehan-Rahman / President

**SIGNATURE:** Signed by: Margaret Sheehan-Rahman A66B37A674944F0... **DATE:** 7/27/2025

**Procurement Contract No. 19475**

# FOURTH AMENDMENT TO STANDARD SERVICES AGREEMENT

| Contractor: | Niroga Institute | |
|---|---|---|
| | Contract Term: | Allocation: |
| Original: | 12/1/2019 - 1/31/2022 | $230,000 |
| 1st Amendment: | 12/1/2019 - 6/30/2023 (1.5 years extension) | $292,500 ($62,500 increase) |
| 2nd Amendment: | 12/1/2019 - 6/30/2024 (1 year extension) | $355,000 ($62,500 increase) |
| 3rd Amendment: | 12/1/2019 - 6/30/2027 (3 years extension) | $417,500 ($62,500 increase) |
| 4th Amendment: | 12/1/2019 - 6/30/2027 | $542,500 ($125,000 increase) |

This Fourth Amendment to Agreement ("Fourth Amendment") is made by the County of Alameda ("County") and **Niroga Institute**, ("Contractor") with respect to that certain agreement entered by them on **December 1, 2019** as amended by that certain First **(July 19, 2022)**, Second **(September 26, 2023)**, and Third **(June 25, 2024)** Amendments to Agreement (collectively referred to herein as the "Agreement") pursuant to which Contractor provides **mental health technology services** to County.

County and Contractor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

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 ("Effective Date").

2. In consideration for Contractor's additional services, the County shall pay Contractor in an additional amount not to exceed **One Hundred Twenty-Five Thousand** dollars (**$125,000**). As a result of these additional services the not to exceed amount has increased from **Four Hundred Seventeen Thousand, Five Hundred** dollars (**$417,500**) to **Five Hundred Forty-Two Thousand, Five Hundred** dollars (**$542,500**) over the term of the Agreement and any amendments.

3. Paragraph 20 of the Standard Services Agreement has been amended by changing the shall not exceed amount in the last sentence to **$542,500**.

4. As of the Effective Date, Exhibit B, Payment Terms, shall be amended as follows:

   - The not to exceed amount under Item 2 shall be changed to $542,500, and
   - The first sentence under Item 3 shall be changed:

     FROM: Contractor shall invoice the County monthly for actual expenses incurred during the

contract period and shall not exceed $62,500 from 07/01/2024 – 06/30/2027 of the contract term.

TO: Contractor shall invoice the County monthly for actual expenses incurred during the contract period and shall not exceed: $187,500 from 07/01/2024 – 06/30/2027 of the contract term.

5. Attached hereto and made a part of the Agreement is Exhibit C, a current Certificate of Liability Insurance.

6. Attached hereto and made a part of the Agreement is Exhibit D, a current Debarment and Suspension Certificate executed by Contractor.

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

**IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment.**

COUNTY OF ALAMEDA

By: David G. Haubert
Signature

Name: DAVID G. HAUBERT
(Printed)

Title: President of the Board of Supervisors

Date: 10/15/2025

NIROGA INSTITUTE

By: Signed by: Bidyut Bose
Signature

Name: Bidyut Bose
(Printed)

Title: Executive Director

Date: 7/9/2025

APPROVED AS TO FORM: DONNA ZIEGLER
County Counsel for the County of Alameda

By: DocuSigned by:
Raymond J. Leung
County Counsel Signature

By signing above, the 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 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 insurance coverage, limits and endorsements:

| | TYPE OF INSURANCE COVERAGES | MINIMUM LIMITS |
|---|---|---|
| A | **Commercial General Liability**<br>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery | $1,000,000 per occurrence (CSL)<br>Bodily Injury and Property Damage |
| B | **Commercial or Business Automobile Liability**<br>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)<br>Any Auto<br>Bodily Injury and Property Damage |
| C | **Workers' Compensation (WC) and Employers Liability (EL)**<br>Required for all contractors with employees | WC: Statutory Limits<br>EL: $100,000 per accident for bodily injury or disease |
| D | **Professional Liability/Errors & Omissions**<br>Includes endorsements of contractual liability and defense and indemnification of the County | $1,000,000 per occurrence<br>$2,000,000 project aggregate |
| E | **Endorsements and Conditions:**<br>1. **ADDITIONAL INSURED:** All insurance required above with the exception of Professional Liability, Personal 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 and representatives.<br>2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement with the following exception: 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 termination 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.<br>3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). 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.<br>4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, 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.<br>5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.<br>6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:<br>– 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.<br>– Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.<br>7. **CANCELLATION OF INSURANCE:** All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.<br>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 require certificate(s) and endorsements must be sent as set forth in the Notices provision. | |

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| **PRODUCER**<br>(WC) Hafferman Insurance Brokers<br>1350 Carlback Avenue<br>Walnut Creek CA 94596<br>License#: 0564249 | **CONTACT NAME:** Katie Morgan<br>**PHONE (A/C, No, Ext):** 925-934-8500 **FAX (A/C, No):** 925-934-8278<br>**E-MAIL ADDRESS:** katiem@haffins.com |
| **INSURED**<br>Niroga Institute<br>2363 Mariner Square Drive<br>Suite 149<br>Alameda CA 94501<br>NIROINS-03 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>INSURER A : Alliance of NonProfits for Insurance - Risk Retent — 10023<br>INSURER B : Employers Preferred Insurance Company — 10346<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** 36132679 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>OTHER: | Y | Y | 02-CP-0057267-01-07 | 3/12/2025 | 3/12/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 500,000<br>$ 20,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 3,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY<br>[X] HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>[X] NON-OWNED AUTOS ONLY | Y | Y | 02-CP-0057267-01-07 | 3/12/2025 | 3/12/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$<br>$ |
| | UMBRELLA LIAB [ ] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] N / A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | Y | EIG 5702067 00 | 9/16/2024 | 9/16/2025 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A<br>A | Professional Liability<br>Sexual Abuse | | | 02-CP-0057267-01-07<br>02-CP-0057267-01-07 | 3/12/2025<br>3/12/2025 | 3/12/2026<br>3/12/2026 | Each Claim/Aggregate<br>Each Claim<br>Aggregate | $1M/$3M<br>$1,000,000<br>$3,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is/are included as an additional insured and primary on the General Liability and Automobile Liability policies per the attached endorsements, if required. Waiver of Subrogation is included on the Workers Compensation, General Liability and Automobile Liability policies per the attached endorsement, if required.

Alameda County Behavioral Health Care Services is included as an additional insured with respects to the General Liability and Automobile Liability Policies per the attached endorsements, if required. Waiver of Subrogation is included on General Liability and Automobile Liability Policies per the attached endorsement, if required. Waiver of Subrogation is included on the Workers Compensation policy per the attached endorsement, if required.

**CERTIFICATE HOLDER**

Alameda County Behavioral Health Care Services
1000 San Leandro Blvd.
Suite 300
San Leandro CA 94577

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ALLIANCE OF NONPROFITS FOR INSURANCE
Part of Nonprofits Insurance Alliance (NIA)

NONPROFITS OWN®

Policy Number: 02-CP-0057267-01-07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

---

### SCHEDULE

| **Name Of Additional Insured Person(s) Or Organization(s):** |
| --- |
| Any person or organization that you are required to include on this policy, under written contract or agreement currently in effect or becoming effective during the term of this policy, applicable under the terms and conditions of this endorsement, and consistent with the description below that the parties intend. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization. |

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.

ALLIANCE OF NONPROFITS FOR INSURANCE
Part of Nonprofits Insurance Alliance (NIA)

NONPROFITS OWN®

Policy Number: 02-CP-0057267-01-07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY - PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE**

| **Name of Person or Organization:** |
|---|
| Any person or organization that you are required to include on this policy, under written contract or agreement currently in effect or becoming effective during the term of this policy, applicable under the terms and conditions of this endorsement, and consistent with the description below that the parties intend. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization. |

A. **SECTION II – WHO IS AN INSURED** is amended to include:

*4.* Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your negligent acts or omissions; or
b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. **SECTION III – LIMITS OF INSURANCE** is amended to include:

6. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

**4. Other Insurance**

**a. Primary Insurance**

This insurance is primary if you have agreed in a written contract or written agreement:

(1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in **c.** below; or

(2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

**b. Excess Insurance**

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:

   (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

   (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

   (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or

   (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.**

   (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.

(1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.

(2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

   (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

   (b) The total of all deductible and self-insured amounts under all that other insurance.

(3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Methods of Sharing**

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

ALLIANCE OF NONPROFITS FOR INSURANCE
Part of Nonprofits Insurance Alliance (NIA)

NONPROFITS OWN®

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AI - PRIMARY AND NON-CONTRIBUTARY – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

Any person or organization that you are required to include on this policy, under written contract or agreement currently in effect or becoming effective during the term of this policy, applicable under the terms and conditions of this endorsement, and consistent with the description below that the parties intend. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization

(if no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.

Such insurance as is afforded by this endorsement for the additional insured shall apply as primary insurance. Any other insurance maintained by the additional insured or its officers and employees shall be excess and non-contributing with the insurance afforded by this endorsement.

POLICY NUMBER: 02-CP-0057267-01-07

**COMMERCIAL AUTO**
**CA 04 44 10 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Niroga Institute

**Endorsement Effective Date:** 03/12/2025

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**
Any person or organization as required under a written contract or agreement currently in effect, or becoming effective during the term of this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**EXHIBIT D**

**COUNTY OF ALAMEDA**
**DEBARMENT AND SUSPENSION CERTIFICATION**
(Applicable to all agreements funded in part or whole with federal funds and contracts over $25,000).

The Contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or 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. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

☐ Check if continued on the attached page.

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

**CONTRACTOR (COMPANY):** Niroga Institute

NAME/TITLE OF AUTHORIZED SIGNER: Bidyut Bose / Executive Director

**SIGNATURE:** Signed by: Bidyut Bose 5A085792E69E429... **DATE:** 7/9/2025