



AMENDMENT NO. ~~7~~8
TO
CONTRACT NO. MA-042-18010372
FOR
HIV Housing Services

This Amendment (“Amendment No. ~~7~~8”) to Contract No. MA-042-18010372 for HIV Housing Services is made and entered into on ~~August 15~~December 1, 2020 (“Effective Date”) between Special Service for Groups, Inc. dba Asian Pacific AIDS Intervention Team (“Contractor”), with a place of business at 905 E. 8th Street, Los Angeles, CA 90021, and the County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, on July 1, 2017, the Parties executed Contract No. MA-042-18010372 for HIV Housing Services, effective July 1, 2017 through June 30, 2020 in an amount not to exceed \$120,000, renewable for two additional one-year Terms (“Contract”); and

WHEREAS, on April 26, 2018, the Parties executed Amendment No. 1 to increase Period One Maximum Obligation by \$4,000, for a modified total contract amount not to exceed \$124,000; and

WHEREAS, on August 28, 2018, the Parties executed Amendment No. 2 to increase Period Two and Period Three by \$70,200, for a modified total contract amount not to exceed \$264,400; and

WHEREAS, on May 14, 2019, the Parties executed Amendment No. 3 to amend Exhibit A to exercise contingency increase to Period Two amount by \$4,000, for a modified total contract amount not to exceed \$268,400; and

WHEREAS, on November 27, 2019, the Parties executed Amendment No. 4 to increase Period Three by \$4,000, for a modified total contract amount not to exceed \$272,400; and

WHEREAS, on March 3, 2020, the Parties executed Amendment No. 5 to renew the contract for a period of one year, effective July 1, 2020 through June 30, 2021, in an amount not to exceed \$110,200 for the renewal period, for a modified total contract amount not to exceed \$382,600, and renewable for one additional one-year period; and

WHEREAS, on April 22, 2020, the Parties executed Amendment No. 6 to increase Period Three by \$79,800 and to increase Period Four by \$22,518, for a modified total contract amount not to exceed \$484,918; and

WHEREAS, on August 15, 2020, the Parties ~~now desire to enter into this~~ executed Amendment No. 7 to increase the

Period Four Maximum Obligation by \$58,663, for a modified total contract amount not to exceed \$543,581, and to amend the Referenced Contract Provisions and Exhibit A of the Contract to reflect this increase. ~~and~~

FOR CARES ACT FUNDING

WHEREAS, on February 26, 2020, the County declared a Local Emergency, and the County's Health Officer declared a Local Health Emergency in response to COVID-19 emergency and outbreak, as necessary for the preservation of public health and safety; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a State of Emergency in the State of California concerning the COVID-19 emergency and outbreak; and

WHEREAS, on March 12, 2020, Governor Gavin Newsom issued Executive Order N-25-20, ordering all California residents to heed any orders and guidance of State and local public health officials, including but not limited to imposition of social distancing measures, to control the spread of COVID-19; and

WHEREAS, on March 18, 2020, the President of the United States proclaimed a national emergency concerning the COVID-19 outbreak; and

WHEREAS, on March 22, 2020, the President of United States declared a major disaster exists in the State of California and ordered Federal assistance to supplement State and local recovery efforts in the areas affected by the COVID-19 pandemic; and

WHEREAS, the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) has issued the Public Assistance Program and Policy Guide, Version 4 (Guide) that provides guidance on the availability of federal funding to states and local governments during emergencies pursuant to Section 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act); and

WHEREAS, the Guide identifies the services/commodities described herein as an eligible cost during emergencies; and

WHEREAS, Section 601(a) and 601(d) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), provides that payments from the CARES Act funds may be used to cover certain costs that are necessary expenditures with respect to the COVID-19 emergency; and

WHEREAS, County is in need of the services/commodities described herein in order to support its efforts to respond to the COVID-19 pandemic in a manner consistent with the above declarations and authorities, including the CARES Act, and any continuing executive orders and declarations as part of the on-going emergencies; and

WHEREAS, CARES Act funding to be utilized to support the needs of Persons Living with HIV (PLWH) for designated programs; and

WHEREAS, the Parties now desire to enter into this Amendment No. 8 to increase the Period Four Maximum Obligation by an additional \$19,250, for a modified total contract amount

not to exceed \$562,831, to include Federal Emergency Management Agency (FEMA) required contract provisions, and to amend Exhibit A of the Contract to reflect this increase; and

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

- 1) The Period Four Maximum Obligation is increased by ~~\$58,663~~ 19,250 from ~~\$132,718 to \$191,381~~ to \$210,631, for a new total contract amount not to exceed ~~\$543,581~~ 562,831, on the amended terms and conditions.
- 2) Page 4, Referenced Contract Provisions, lines 8 through 12 of the Contract is deleted in its entirety and replaced with the following:

“Maximum Obligation

Period One Maximum Obligation:	\$ 44,000
Period Two Maximum Obligation:	114,200
Period Three Maximum Obligation:	194,000
Period Four Maximum Obligation:	191,381 <u>210,631</u>
TOTAL MAXIMUM OBLIGATION:	543,581 <u>562,831</u>

- ~~3) 3) Paragraph 30 is added to the Contract as follows:~~

“Contract Work Hours and Safety Standards Act:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted

contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

4) Paragraph 31 is added to the Contract as follows:

“Clean Air Act and the Federal Water Pollution Control Act:

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

5) Paragraph 32 is added to the Contract as follows:

“Suspension and Debarment:

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

6) Paragraph 33 is added to the Contract as follows:

“Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Contractor must execute the certification, as provided in Attachment C.”

7) Paragraph 34 is added to the Contract as follows:

“Procurement of Recovered Materials:

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

8) Paragraph 35 is added to the Contract as follows:

“Access to Records:

(1) The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives’ access to any books, documents, papers, and records of the Contractor, which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives’ access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.”

9) Paragraph 36 is added to the Contract as follows:

“Department of Homeland Security (DHS) Seal, Logo, and Flags:

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.”

10) Paragraph 37 is added to the Contract as follows:

“Compliance with Federal Law, Regulations, and Executive Orders:

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

11) Paragraph 38 is added to the Contract as follows:

“No Obligation by Federal Government:

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.”

12) Paragraph 39 is added to the Contract as follows:

“Program Fraud and False or Fraudulent Statements or Related Acts:

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.”

13) Paragraph DD is added to the Contract as follows:

“Breach of Contract: The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a) Terminate the Contract immediately, pursuant to Section K herein;
- b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
- c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
- d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.”

14) Paragraph EE is added to the Contract as follows:

“Equal Employment Opportunity: The Contractor shall comply with U.S. Executive Order 11246 entitled, “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap concerning any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.”

15) Exhibit A, II. Budget of the Contract is deleted in its entirety and replaced with the following:

“II. BUDGET

A. The following Budget is set forth for informational purposes only:

1. EMERGENCY FINANCIAL ASSISTANCE – PAYMENTS

DIRECT CARE COST	PERIOD ONE	PERIOD TWO	PERIOD THREE	PERIOD FOUR
Salaries	\$ -	\$ -	\$ 4,368	\$ 7,863 8,307
Benefits	\$ -	\$ -	\$ 1,092	\$ 1,966 2,077
Processing Fee	\$ 1,200	\$ 2,000	\$ 7,000	\$ 5,500 <u>810</u>
Housing Payment	\$ 8,401	\$ 12,000	\$ 93,340	\$ 91,852 97,837
Subtotal EFA - Payments	\$ 9,601	\$ 14,000	\$ 105,800	\$ 107,181113,231

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2. EMERGENCY FINANCIAL ASSISTANCE – DEPOSITS

DIRECT CARE COST	PERIOD ONE	PERIOD TWO	PERIOD THREE	PERIOD FOUR
Processing Fee	\$ 200	\$ 300	\$ 600	\$ 600
Housing Payment	\$ 1,200	\$ 1,700	\$ 3,600	\$ 3,600
Subtotal EFA - Deposits	\$ 1,400	\$ 2,000	\$ 4,200	\$ 4,200

3. SHORT-TERM SUPPORTIVE HOUSING

DIRECT CARE COST	PERIOD ONE	PERIOD TWO	PERIOD THREE	PERIOD FOUR
Processing Fee	\$ 751	\$ 1,830	\$ 1,545	\$ 1,545 <u>714</u>
Housing Payment	\$ 32,248	\$ 96,370	\$ 82,455	\$ 78,455 91,486
Subtotal Short-Term Supportive Housing	\$ 32,999	\$ 98,200	\$ 84,000	\$ 80,00093,200

TOTAL MAXIMUM OBLIGATION	\$ 44,000	\$ 114,200	\$ 194,000	\$ 191,381210,631
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B. Any increases or decreases to the budget must be approved, in advance and in writing, by ADMINISTRATOR. Administrative Costs shall not exceed ten percent (10%) of total costs.

C. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between budgeted line items within a program for meeting specific program needs or for providing continuity of care to its consumers, by utilizing a Budget/Staffing Modification Request form

provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which will include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

D. CONTRACTOR shall submit a budget revision request to ADMINISTRATOR to request budget changes hereafter. The budget revision request shall be on a form approved or provided by ADMINISTRATOR.

~~E.~~ E. CFDA Information

1. This Agreement includes federal funds paid to CONTRACTOR. The CFDA number(s) and associated information for federal funds paid through this Agreement are specified below:

CFDA Year: 2019-20
 CFDA No.: 14.241
 Program Title: Housing Opportunities for Persons with AIDS (indirect)
 Federal Agency: Department of Housing and Urban Development
 Award Name: Housing Opportunities for Persons with AIDS (indirect)
 Amount: \$148,800 (estimated annually)

CFDA Year: 2019-20
 CFDA No.: 93.914
 Program Title: HIV Emergency Relief Project Grants
 Federal Agency: Department of Health and Human Services
 Award Name: HIV Emergency Relief Project Grants (Ryan White Part A)
 Amount: \$45,200 (estimated annually)

CFDA Year: 2020-21
 CFDA No.: 14.241
 Program Title: Housing Opportunities for Persons with AIDS (indirect)
 Federal Agency: Department of Housing and Urban Development
 Award Name: Housing Opportunities for Persons with AIDS (indirect)
 Amount: \$204,844 (estimated annually)

CFDA Year: 2020-21
 CFDA No.: 93.914

Program Title: HIV Emergency Relief Project Grants
 Federal Agency: Department of Health and Human Services
 Award Name: HIV Emergency Relief Project Grants (Ryan White Part A)
 Amount: \$45,200 (estimated annually)

CFDA Year: 2020-21
CFDA No.: 21.019
Program Title: Corona Virus Relief Fund (CRF)
Federal Agency: U.S. Department of Treasury
Award Name: Federal Emergency Management Agency (CARES Act)
Amount: \$19,250 (estimated)

2. CONTRACTOR may be required to have an audit conducted in accordance with 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200. CONTRACTOR shall be responsible for complying with any federal audit requirements within the reporting period specified by 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200.

3. ADMINISTRATOR may revise the CFDA information listed above, and shall notify CONTRACTOR in writing of said revisions.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit A to the Agreement.”

4)16) Exhibit A, V. Services, Paragraph B.3. Period Four, is deleted in its entirety and replaced with the following:

3. UNITS OF SERVICE – EFA – CONTRACTOR shall, at a minimum, provide the following units of service per Term:—

	<u>Period</u>	<u>Period</u>
	<u>Three</u>	<u>Four</u>
EFA Housing Payments	70	55
EFA Payment Clients	70	40
EFA Housing Deposits	8	8
EFA Deposit Clients	8	8

<u>EFA Housing Payments</u>	<u>55</u>
<u>EFA Payment Clients</u>	<u>40</u>
<u>EFA Housing Deposits</u>	<u>8</u>
<u>EFA Deposit Clients</u>	<u>8</u>

This Amendment No. 78 modifies the Contract and Amendment No. 1, No. 2, No. 3, No.4, No.5, No.6, and No.67 only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 78, Amendment No. 1, No. 2, No. 3, No.4, No.5, No. 6, No. 7, and the Contract, the terms and conditions of this Amendment No. 78 prevail.

In all other respects, the terms and conditions of the Contract, including Amendment No. 1 No. 2, No. 3, No.4, No.5, No. 6, and No. 67 not specifically changed by this Amendment No. 78, remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. ~~68~~. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: Special Service for Groups, Inc. dba Asian Pacific AIDS Intervention Team

_____	_____
Print Name	Title
_____	_____
Signature	Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

_____	_____
Print Name	Title
_____	_____
Signature	Date

ATTACHMENT C

CERTIFICATION REGARDING ANTI-LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, AIDS Services Foundation Orange County dba Radiant Health Centers, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date