

**Consolidated Certifications –
Management Agent**
Section 232

**U.S. Department of Housing
and Urban Development**
Office of Residential
Care Facilities

OMB Approval No. 9999-9999
(exp. mm/dd/yyyy)

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information is being collected to obtain the supportive documentation that must be submitted to HUD for approval, and is necessary to ensure that viable projects are developed and maintained. The Department will use this information to determine if properties meet HUD requirements with respect to development, operation and/or asset management, as well as ensuring the continued marketability of the properties. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

Warning: Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.

Privacy Act Notice: The Department of Housing and Urban Development, Federal Housing Administration, is authorized to collect the information requested in this form by virtue of: The National Housing Act, 12 USC 1701 et seq. and the regulations at 24 CFR 5.212 and 24 CFR 200.6; and the Housing and Community Development Act of 1987, 42 USC 3543(a). The information requested is mandatory to receive the mortgage insurance benefits to be derived from the National Housing Act Section 232 Healthcare Facility Insurance Program. No confidentiality is assured.

INSTRUCTIONS:

Please use the gray shaded areas (e.g., <<example>>) or appropriate check box (e.g.,) for your responses.

**Management
Agent:**

<<Management Agent's name here>>

Borrower:

<<Borrower's name here>>

Operator (Lessee):
if applicable

<<Operator's name here>>

Lender:

<<Lender's name here>>

Project Name:

<<project's name here>>

Project Location:

<<project city and state here>>

FHA No.:

<<FHA number here>>

Part I. Program

- Section 232 New Construction**
- Section 232 Substantial Rehabilitation**
- Section 232 Blended Rate**
- Section 232 pursuant to Section 223(f)**
- Section 232 pursuant to Section 223(a)(7)**
- Section 232 pursuant to Section 241(a)**
- Section 232(i)**
- Section 223(d)(2):** Under this part, the operating loss must have occurred within the first 24 months of the cost certification cut-off date and this application submission must be made within 3 years of the end of the loss period. The loan cannot exceed the eligible loss.
- Section 223(d)(3):** Under this part, the operating loss must have occurred within the first 10 years of the cost certification cut-off date and this application submission must be made within 10 years of the end of the loss period. The loan cannot exceed 80% of the unreimbursed cash contributions made by the Borrower, and in no event will the loan exceed 100% of the eligible loss.

Part II. Application for Project Mortgage Insurance

The undersigned Management Agent certifies that it is familiar with the provisions of <<insert program name from Part I here>> of the National Housing Act and the regulations of the Secretary of Housing and Urban Development ("HUD") applicable thereto and that, to the best of its knowledge and belief, the Operator has complied, or will be able to comply, with all of the requirements thereof that are prerequisite to insurance of the mortgage under such section of the National Housing Act.

The Management Agent further certifies that to the best of its knowledge and belief no information, data, exhibits, or attachments provided to the Lender or HUD, are in any way false or incorrect and that they are truly descriptive of the project or property that is intended as the security for the proposed mortgage and that any proposed repairs will not violate zoning ordinances or restrictions of record.

The Management Agent agrees with HUD that, pursuant to the requirements of the HUD Regulations, (a) neither it nor anyone authorized to act for it will decline to sell, rent, or otherwise make available any of the property or housing in the project to a prospective purchaser or tenant because of his/her race, color, religion, sex, or national origin; (b) it will comply with federal, state, and local laws and ordinances prohibiting discrimination; and (c) its failure or refusal to comply with the requirements of either (a) or (b) shall be a proper basis for HUD to reject requests for future business with which any Principal of the Operator is identified or to take any other corrective action HUD may deem necessary.

Part III. Supplement to Underwriting Analysis

	Yes	No
1. Has the Management Agent been delinquent on any federal debt? If yes, attach a letter from the affected agency that the debt is satisfied or under a workout agreement.	<input type="checkbox"/>	<input type="checkbox"/>
2. Has the Management Agent been a defendant in any suit or legal action?	<input type="checkbox"/>	<input type="checkbox"/>
3. Has the Management Agent ever claimed bankruptcy or made compromised settlements with creditors?	<input type="checkbox"/>	<input type="checkbox"/>
4. Are there judgments recorded against the Management Agent?	<input type="checkbox"/>	<input type="checkbox"/>
5. Are there any unsatisfied tax liens against the Management Agent?	<input type="checkbox"/>	<input type="checkbox"/>

If the answer to any of questions 1 through 5 is “yes,” **attach the details on a separate sheet using instructions below.** The Management Agent certifies that its answer to each of the questions in this Part and the information in any such attached sheets is true and correct.

A. Delinquent federal debt – Provide the following:

1. A detailed, written explanation from any applicant or Principal with a prior federal default or claim or whose credit report and financial statements contain conflicting or adverse information.
2. A letter from the affected agency, on agency letterhead and signed by an officer, stating the delinquent federal debt is current or satisfactory arrangements for repayments have been made.
3. The Lender’s reason(s) for recommendation of the applicant, which may be included in the Lender’s Narrative

B. Judgments – Provide a detailed, written explanation from any applicant or Principal explaining the circumstances of the judgment, the resolution, and if not resolved, the expected outcome and resolution date.

C. Suits or legal actions – Provide a detailed, written explanation from any applicant or Principal explaining the circumstances of the suit or action, describing the expected resolution of or mitigation for the action, and indicating the entity has insurance to cover the suit. Documentation must show likelihood and date to resolve. If previously resolved, indicate date of original suit and resolution date.

D. Bankruptcies – Any Borrower or Operator of a healthcare facility or their affiliate or renamed or reformed company that has filed for, is in, or has emerged from bankruptcy within the last five years is not eligible to participate in any manner in a facility that is the subject of a mortgage insured through the Section 232 Mortgage Insurance for Health Care Facilities Programs. A project in bankruptcy that is acquired by a non-identity of interest Borrower in good standing is eligible for mortgage insurance.

Part IV. Byrd Amendment

The Management Agent states, to the best of its knowledge and belief, that: "If any 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 commitment providing for the United States to insure or guarantee a loan, the Borrower shall complete and submit *Standard Form-LLL-Disclosure Form to Report Lobbying*, in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Part V. Credit Authorization

The Management Agent consents to the release of any banking and credit information in connection with the mortgage insurance application with respect to the above-referenced project to HUD, the Lender, and any contractors engaged by HUD or the Lender in connection with such application.

The Management Agent also authorizes the Lender to request credit reports from an independent credit reporting agency and agrees to cooperate fully with said independent agency in regard to this matter. The Lender and HUD are also authorized to verify references and depository institutions supplied by the undersigned.

For the purpose of obtaining financing for the project, the Management Agent further authorizes the Lender to disclose all financial and other information submitted by the Management Agent and others in connection with the project, and hereby releases the Lender, its agents, and employees from liability arising from such disclosures to HUD and to other such persons and entities as the Lender deems necessary or appropriate in connection with the project.

Part VI. Other Parties**Appraisal****Firm/Appraiser:** if applicable<<name of appraisal firm and appraiser here {or} N/A if not applicable>>

Environmental Firm: if applicable<<name of environmental firm here {or} N/A if not applicable>>

Cost Review Firm: if applicable<<name of cost review firm here {or} N/A if not applicable>>

PCNA Firm: if applicable<<name of PCNA firm here {or} N/A if not applicable>>

A&E Review Firm: if applicable<<name of A&E review firm here {or} N/A if not applicable>>

Market Study Firm: if applicable<<name of market study firm here {or} N/A if not applicable>>

Contractor: if applicable <<name of contractor here {or} N/A if not applicable>>
Design Architect: if applicable <<name of design architect here {or} N/A if not applicable>>
Supervisory Architect: if applicable <<name of supervisory architect here {or} N/A if not applicable>>
Seller: if applicable <<name of seller here {or} N/A if not applicable>>

Part VII. Identities of Interest

Does the Management Agent have an identity of interest with the following parties or their Principals?

	Not Applicable	Yes	No		Not Applicable	Yes	No
Lender:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appraisal Firm:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Borrower:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Environmental Firm:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operator:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cost Review Firm:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
General Contractor:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A&E Review Firm:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Design Architect:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Market Study Firm:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Supervisory Architect:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Seller:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PCNA Firm	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Audit Firm:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the questions in this Part is “yes,” attach a separate sheet setting forth the nature of each such identity of interest. The Management Agent certifies that, to the best of its knowledge, its answer to each of the questions in this Part and the information in any such attached sheets is true and correct.

Part VIII. Previous Participation

- Management Agent HAS completed an electronic Previous Participation certification via the Active Partners Performance System (APPS), and is proceeding to Section IX.
- Management Agent has NOT completed an electronic submission, and must complete this Section VIII certification.

The Management Agent certifies that:

- It has NO Previous Participation in Office of Residential Care Facilities (ORCF) or Multifamily Housing programs of HUD, USDA FmHA, State, or Local Housing Finance Agencies.
- It DOES have Previous Participation as a Principal in ORCF or Multifamily Housing programs of HUD, USDA FmHA, State, or Local Housing Finance Agencies as listed on Attachments 1 and 2 (included with this certification).

Certifications: Management Agent hereby certifies that neither the Management Agent nor any of its Principals or affiliates have ever been found to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105 (a), except as disclosed to HUD in an attached signed statement explaining the relevant facts, circumstances, and resolution, if any. All the statements made in this certification and in any attachments hereto are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in *Schedule of Previous Participation in FHA Insured & Other Government Agency Facilities* and Exhibits signed and attached to this form. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

Management Agent further certifies that:

1. Management Agent's organizational chart, in such detail as approved by HUD, including participation role, ownership percentage, and SSN/TIN, is attached hereto ("Organizational Chart"). This Organizational Chart lists all Principals of Principal, as defined in 24 CFR 200.215 or otherwise required by HUD.
2. The *Schedule of Previous Participation in FHA Insured & Other Government Agency Facilities* attached hereto contains a listing of every assisted or insured project of HUD, USDA FmHA and state and local government housing finance agencies in which Principals of the Management Agent or any of its Principals have been or are now Principals.
3. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
 - a. No mortgage on a project listed on the attached schedule has ever been in default, assigned to the government or foreclosed, nor has mortgage relief by the mortgagee been given.
 - b. Neither Management Agent nor any of its Principals has experienced defaults or non-compliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project.
 - c. To the best of Management Agent's knowledge, there are no unresolved findings raised as a result of HUD audits, management reviews or other governmental investigations concerning any of its or any of its Principals' projects.
 - d. There has not been a suspension or termination of payments under any HUD assistance contract in which Borrower or any member has had a legal or beneficial interest.
 - e. Neither Management Agent nor any of its Principals has been convicted of a felony and nor is presently, to its knowledge, the subject of complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a state and punishable by imprisonment of two years or less).

- f. Neither Management Agent nor any of its Principals has been suspended, debarred or otherwise restricted by any department or agency of the federal government or of a state government from doing business with such department or agency.
 - g. Neither Management Agent nor any of its Principals has defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond.
4. All the names of the parties, known to me to be Principals in this project(s) in which I propose to participate, are listed above or on the attached organizational chart.
 5. Neither Management Agent nor any of its Principals is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
 6. Neither Management Agent nor any of its Principals is a Principal participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification have not been filed with HUD or FmHA.
 7. To its knowledge neither Management Agent nor any of its Principals has been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105 (a).
 8. Neither Management Agent nor any of its Principals is a member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the government of the United States of America.

Statements above (if any) to which the Management Agent cannot certify have been deleted by striking through the words. An authorized representative of Management Agent has initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances that I think helps to qualify me as a responsible Principal for participation in this project.

Part IX. Fair Housing; Title VI of the Civil Rights Act of 1964 (et al)

The Management Agent, certifies that the Management Agent and each person or entity authorized to act for the Management Agent shall comply with the provisions of the **Fair Housing Amendments Act of 1988, as amended and Executive Order 11063; Title VI of the Civil Right Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended, and where applicable, Section 3 of the Housing and Urban Development Act of 1968.** Neither the Management Agent nor any person or entity authorized to act for the Management Agent shall in

the rental, lease or sale; in the provision of services or any other manner discriminate against any person on the grounds of race, color, creed, religion, sex, national origin, handicap or familial status.

Without limiting the generality of the foregoing, the Management Agent HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended and all requirements imposed by or pursuant to the Regulations of HUD (24 CFR, Subtitle A, Part 1) issued pursuant to that Title, to the end that, in accordance with Title VI of the Act and said Regulations, no person in the United States shall, on the ground of race, color, creed, religion, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Management Agent receives Federal financial assistance from HUD, and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended with respect to the project by HUD, this assurance shall obligate the Management Agent, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision or similar services or benefits. If any personal property is so provided, this assurance shall obligate the Management Agent for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Management Agent for the period during which the federal financial assistance is extended with respect to the Project by HUD.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal loans, advances, grants, properties, contracts or other Federal financial assistance extended after the date hereof with respect to the project by HUD, including installment payments after such date on account of applications for federal financial assistance which were approved before such date. The Management Agent recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Management Agent, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Management Agent.

Part X. Equal Employment Opportunity (Excerpt from 41 CFR § 60-1.4(b))

- (a) The Management Agent hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency

may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) The Management Agent further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Management Agent so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in, work on or under the contract.
- (c) The Management Agent agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- (d) The Management Agent further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Management Agent agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Management Agent under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Management Agent; and refer the case to the Department of Justice for appropriate legal proceedings.

Further guidance regarding the applicability and implementation of the requirements of this Part may be found in HUD Regulations 24 CFR §§200.410, 200.415, 200.420 and 200.425.

Part XI. Regulatory Agreements; Termination of Management Agreement

The Management Agent hereby acknowledges that, for so long as the project is subject to a mortgage insured or held by HUD, the project will be subject to a Healthcare Regulatory Agreement between the Borrower and HUD (the "Borrower Regulatory Agreement"). In addition, if the project is leased to an Operator, such Operator will be required to enter into an

Operator Regulatory Agreement with HUD (the "Operator Regulatory Agreement"). In addition, if the Management Agent is under contract to manage the property, either by the Borrower or the Lessee, the Management Agent may be required to enter into an Operator Regulatory Agreement with HUD (the "Operator Regulatory Agreement"). The Management Agent hereby acknowledges and agrees that (a) any existing or future management agreement entered into by Management Agent with respect to the project includes (or, with respect to any future management agreement, shall include) a provision that, in the event of a default under the Borrower Regulatory Agreement, or, if applicable, the Operator Regulatory Agreement, such management agreement shall be terminated without penalty upon written notice from HUD, such termination to take effect on a date specified by HUD that is not less than thirty (30) days after HUD gives such notice to Management Agent, Borrower or the Operator; (b) in the event of the termination of the management agreement (regardless of the reason thereof), the management agreement shall cooperate, as reasonably requested by the Lender or HUD, to effect the transition of management and operation of the project to a successor Management Agent (or other party) approved by HUD; (c) the project shall be managed and operated in compliance with the terms and conditions of the Borrower Regulatory Agreement and, if applicable, the Operator Regulatory Agreement and (d) Management Agent shall not take any action that would result in a violation of the Borrower Regulatory Agreement or, if applicable, the Operator Regulatory Agreement.

Part XII. Review of Plans and Specifications

The Management Agent hereby acknowledges that it has reviewed the plans and specifications for the proposed project and has concluded that the design of the facility accommodates effective management operations of the facility for the intended residents, **if applicable**. The Management Agent further acknowledges that the proposed operating budget and staffing schedules reflect the proposed plans, **if applicable**.

Part XIII. Accounts Receivable Financing

- Management Agent certifies that neither the Management Agent nor any other representative of the project currently intends to use accounts receivable financing with respect to this project. If use of accounts receivable financing is contemplated after the note is endorsed, Management Agent will obtain written approval from HUD and Lender prior to entering into accounts receivable financing agreements.
- Accounts receivable financing will be used by Management Agent or other representative of the project as explained in written application materials.

Part XIV. Certain HUD Mortgage Insurance Program Requirements

The Management Agent acknowledges the following requirements of the HUD mortgage insurance program:

1. The management agreement will be subordinate to the mortgage and is subject to HUD approval.
2. “Founder’s fees,” “admission fees,” or similar types of payments are prohibited. Assessment fees are permitted.
3. Professional liability insurance coverage must be maintained at a level and by an insurer acceptable to HUD.
4. Fidelity bond or similar coverage must be provided meeting HUD’s requirements.
5. The Borrower is required to submit an annual audit and an Operator is required to submit certified operating statements annually, if applicable.

Monthly accounting reports from both the Borrower and Management Agent or lessee, if applicable, will be required for the first 12-months of the loan in a format approved by HUD. The first reports are due 20 days after the first full month after endorsement of the loan.

Part XV. Other Business Concerns

The Management Agent certifies that it:

- Does NOT participate as a Principal in any other businesses
- DOES participate as a Principal in the businesses listed on Attachment 2.

Part XVI. Other Section 232 Applications

With regard to mortgage insurance under FHA’s Section 232 programs, the Management Agent certifies that within the last and next 18 months, the Management Agent:

- Has NOT applied and does NOT intend to apply, with the exception of this application.
- HAS applied or INTENDS to apply for mortgage insurance the facilities listed on Attachment 3.

(this section left intentionally blank)

Part XVII. Signature

The Management Agent has read and agrees to comply with the provisions of the above certifications for the purpose of the Borrower obtaining mortgage insurance under the National Housing Act.

Management Agent hereby certifies that the statements and representations contained in this certification and all supporting documentation thereto are true, accurate, and complete and that each signatory has read and understands the terms of this certification. This certification has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring the loan, and may be relied upon by HUD as a true statement of the facts contained therein.

The individual signing below on behalf of the Management Agent certifies that he/she is an authorized representative of the Management Agent and has sufficient knowledge to make these certifications on behalf of the Management Agent.

Executed this <<enter date>> day of <<enter month>>, <<enter year>>.

Management Agent Name: <<enter name here>>

By: _____
Signature

<<enter name and title of authorized representative here>>
(Printed Name & Title)

- Part I
- A. **Section 232:** The Section 232 Program is authorized by Section 232 of the National Housing Act (12 U.S.C. 1715w), (12 U.S.C. 1715(b)) and 42 U.S.C. 3535. Statutory authority for the implementation of the Section 232 programs is contained in the basic insuring authority for each of the Section 232 programs. See the National Housing Act, Sections 223(a)(7), 232, 223(d), 232/223(f), and 241. Additionally, Section 211 of the National Housing Act authorizes and directs the Secretary to make such rules and regulations as may be necessary to carry out the provisions of the Act. Regulatory authority includes 24 CFR Parts 232, 200 and Section 5.801.
 - B. **Section 232/223(f):** Section 223(f) of the National Housing Act was added by Section 311(a) of the Housing and Community Development Act of 1974. The program regulations are found in 24 CFR, Parts 200 and 232.
 - C. **Section 232/223(a)(7):** The Section 232/223(a)(7) program is authorized by the National Housing Act (12 USC 1715n(a)(7)).
 - D. **Section 232/241(a):** The Section 232/241(a) program is authorized under the National Housing Act, as amended, Section 241, Public Law 90-448 (12 U.S.C. 1715) and Public Law 94-375 (12 U.S.C. 1715z-6). The program regulations are found in 24 CFR Parts 200 and 241.
 - E. **Section 223(d):** The Section 223(d) Operating Loss Loan program is authorized by Section 223(d) (12 U.S.C. 1715n) of the National Housing Act 1937, as amended; Public Law 90-448, as amended; and Public Law 91-152, 12 U.S.C. 1715x. The program regulations are found in 24 CFR 207.
 - F. **Section 232 (i):** The Section 232(i) program is authorized under the National Housing Act (12 U.S.C. 1715 w) as amended; Section 203(i) Public Law 93-204. The program regulations are found in 24 CFR Part 232 Subpart C.

Part IV Section 1352, Title 31, U.S. Code.

Attachment 1 to Management Agent Consolidated Certifications
Schedule of Previous Participation in HUD Insured & Other Government Agency
Projects/Facilities

Project/Facility (name, location)	Roles in Project/Facility	Loan Status
Name of Facility City, State	Role in Project/Facility (describe): Dates Participated in Project/Facility to Healthcare Facility YES <input type="checkbox"/> NO <input type="checkbox"/>	<input type="checkbox"/> HUD FHA Number: <input type="checkbox"/> Gov't Agency Financing other than HUD (indicate): <u>Loan Status during participation:</u> <input type="checkbox"/> Current <input type="checkbox"/> Default Assignment <input type="checkbox"/> Foreclosed
Name of Facility City, State	Role in Project/Facility (describe): Dates Participated in Project/Facility to Healthcare Facility YES <input type="checkbox"/> NO <input type="checkbox"/>	<input type="checkbox"/> HUD FHA Number: <input type="checkbox"/> Gov't Agency Financing other than HUD (indicate): <u>Loan Status during participation:</u> <input type="checkbox"/> Current <input type="checkbox"/> Default Assignment <input type="checkbox"/> Foreclosed
Name of Facility City, State	Role in Project/Facility (describe): Dates Participated in Project/Facility to Healthcare Facility YES <input type="checkbox"/> NO <input type="checkbox"/>	<input type="checkbox"/> HUD FHA Number: <input type="checkbox"/> Gov't Agency Financing other than HUD (indicate): <u>Loan Status during participation:</u> <input type="checkbox"/> Current <input type="checkbox"/> Default Assignment <input type="checkbox"/> Foreclosed
Name of Facility City, State	Role in Project/Facility (describe): Dates Participated in Project/Facility to Healthcare Facility YES <input type="checkbox"/> NO <input type="checkbox"/>	<input type="checkbox"/> HUD FHA Number: <input type="checkbox"/> Gov't Agency Financing other than HUD (indicate): <u>Loan Status during participation:</u> <input type="checkbox"/> Current <input type="checkbox"/> Default Assignment <input type="checkbox"/> Foreclosed

Additional pages attached.

**Attachment 2 to Management Agent Consolidated Certifications
Listing of Other Business Concerns for Management Agent**

(Note: Projects/Facilities listed on Attachment 1 are not required to be listed again on Attachment 2.)

Entity (name & address)	Participation	Other Information (Attach a detailed explanation on a separate sheet for any box not checked)
Name of Business Entity	Managing Member % ownership <input type="checkbox"/> Real Estate <input type="checkbox"/> Non-Real Estate Healthcare Facility YES <input type="checkbox"/> NO <input type="checkbox"/>	<input type="checkbox"/> No Pending bankruptcy claims <input type="checkbox"/> No Pending judgments <input type="checkbox"/> No Pending legal actions or suits <input type="checkbox"/> Additional explanation sheet attached.
Name of Business Entity	Managing Member % ownership <input type="checkbox"/> Real Estate <input type="checkbox"/> Non-Real Estate Healthcare Facility YES <input type="checkbox"/> NO <input type="checkbox"/>	<input type="checkbox"/> No Pending bankruptcy claims <input type="checkbox"/> No Pending judgments <input type="checkbox"/> No Pending legal actions or suits <input type="checkbox"/> Additional explanation sheet attached.
Name of Business Entity	Managing Member % ownership <input type="checkbox"/> Real Estate <input type="checkbox"/> Non-Real Estate Healthcare Facility YES <input type="checkbox"/> NO <input type="checkbox"/>	<input type="checkbox"/> No Pending bankruptcy claims <input type="checkbox"/> No Pending judgments <input type="checkbox"/> No Pending legal actions or suits <input type="checkbox"/> Additional explanation sheet attached.
Name of Business Entity	Managing Member % ownership <input type="checkbox"/> Real Estate <input type="checkbox"/> Non-Real Estate Healthcare Facility YES <input type="checkbox"/> NO <input type="checkbox"/>	<input type="checkbox"/> No Pending bankruptcy claims <input type="checkbox"/> No Pending judgments <input type="checkbox"/> No Pending legal actions or suits <input type="checkbox"/> Additional explanation sheet attached.
Reportable participation is as follows: (1) a general partner or managing member, regardless of interest; (2) a limited partner or member of an LLC with 25% or more interest; (3) a stockholder with 10% or more interest in a corporation; and/or (3) corporate officers, regardless of interest		

Additional pages attached.

**Attachment 3 to Management Agent Consolidated Certifications
Other Section 232 Applications for Management Agent Name**

Facility (name, address)	Other Information	
Name of Facility Address Line 1 Address Line 2 Type of Facility: SNF/ALF/B&C	Submission Date: App. Status: FHA Number:	Primary Role: Lender: Mortgage Amount: Beds:
Type of Facility:	Submission Date: App. Status: FHA Number:	Primary Role: Lender: Mortgage Amount: Beds:
Type of Facility:	Submission Date: App. Status: FHA Number:	Primary Role: Lender: Mortgage Amount: Beds:
Type of Facility:	Submission Date: App. Status: FHA Number:	Primary Role: Lender: Mortgage Amount: Beds:
Type of Facility:	Submission Date: App. Status: FHA Number:	Primary Role: Lender: Mortgage Amount: Beds:
Type of Facility:	Submission Date: App. Status: FHA Number:	Primary Role: Lender: Mortgage Amount: Beds:
Type of Facility:	Submission Date: App. Status: FHA Number:	Primary Role: Lender: Mortgage Amount: Beds:
<<add instructions here, if applicable>>		

Additional pages attached.