

Consolidated Certifications – Borrower

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

OMB Approval No. 2502-0602
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Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, QDAM, U.S. Department of Housing and Urban Development, Washington, DC 20410-5000. Do not send this completed form to the above address. Response to this request for information is required in order to receive the benefits to be derived. The information is being collected to obtain the supportive documentation which 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: Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to, 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802; 24 C.F.R. Parts 25, 28 and 30, and 2 C.F.R. Parts 180 and 2424.

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 242.68; and the Housing and Community Development Act of 1987, 42 USC 3543(a). While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

INSTRUCTIONS:

Please fill in the lines or appropriate check box (e.g.,) for your responses.

Name of Borrower: _____

Name of Lender: _____

Name of Project: _____

Project Location (city and state):

FHA Number: _____

Name of Management Agent
(or N/A if not applicable):

Audit Firm (or N/A if not applicable):

Existing FHA Lender (or N/A if not applicable):

Existing FHA Loan No. (or N/A if not applicable):

General Contractor/Construction Manager (or N/A if not applicable):

Architect (or N/A if not applicable):

Lender's Broker (or N/A if not applicable):

Title Company or Title Agent (or N/A if not applicable):

Appraisal Firm (or N/A if not applicable):

Environmental Firm (or N/A if not applicable):

Seller (or N/A if not applicable):

Part I. Program

- Section 242**
- Section 223(a)(7)**
- Section 223(f)**
- Section 241**

Part II. Application for Project Mortgage Insurance

The undersigned Borrower certifies that it is familiar with the provisions of Section _____ [from Part I] 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 Borrower 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 Borrower 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, rehabilitation, or new construction will not violate zoning ordinances or restrictions of record.

The Borrower 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 serve or otherwise make available any of the project's property, facilities, or services in the project to a prospective patient or customer because of his/her race, color, religion, sex, disability, 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 Borrower is identified or to take any other corrective action HUD may deem necessary.

Part III. Byrd Amendment

The Borrower 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 IV. Fair Housing and Civil Rights Certifications

Borrower hereby assures and certifies that:

1. It shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and regulations pursuant thereto (24 CFR Part 1) which state that no person in the United States shall, on the ground of race, color, 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 Borrower receives federal financial assistance; and shall immediately take any measures necessary to effectuate such assurance. With reference to the real property and structure(s) thereon which are provided or improved with the aid of federal financial assistance extended to Borrower, this assurance shall obligate Borrower, or in the case of any transfer, the transferee, for the period during which the real property and structure(s) are used for the purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
2. It shall comply with Executive Order 11063 on Equal Opportunity in Housing which prohibits discrimination in housing and related facilities provided with federal financial assistance on the basis of race, color, religion, national origin or sex, and regulations pursuant thereto (24 CFR Part 107).
3. It shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and regulations issued pursuant thereto (24 CFR Part 8) which state that no otherwise qualified individual with disabilities in the United States shall solely by reason of such handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. If costs are expended by Borrower in order to design and/or construct improvements to the Project for compliance with the Americans with Disabilities Act (42 U.S.C. 12101) (ADA), or in order to make corrections to the Project due to noncompliance with the ADA, such costs may be paid from mortgage proceeds or from Borrower’s equity.
4. It shall comply with Executive Order 11246 and all regulations issued pursuant thereto (41 CFR Part 61) which state that no person shall be discriminated against on the basis of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin

in all phases of employment during the performance of federal contracts, and shall take affirmative action to ensure equal employment opportunity. Borrower shall incorporate, or cause to be incorporated, into any contract for construction work, the equal opportunity clause required by 41 CFR 60-1.4(b)(1).

5. It shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and regulations pursuant thereto (24 CFR Part 135) which require that, to the greatest extent feasible, opportunities for training and employment be given to low and very low income persons residing within the service area, neighborhood, or the metropolitan area (or non-metropolitan county) in which the project is located; and that contracts for work be awarded to business concerns that provide economic opportunities for low and very low income persons residing in the same metropolitan area (or non-metropolitan county) as the project.
6. It shall comply with the requirements of Executive Orders 11625, 12432 and 12138 (Minority and Women-Owned Business Enterprises).

Part V. Equal Employment Opportunity Certification

Borrower acknowledges and agrees as follows:

1. Borrower shall incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the United States Secretary of Labor at 41 CFR Part 60, which is paid for in whole or in part with funds obtained from the United States or borrowed on the credit of the United States 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 shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall 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 shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants shall receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor shall send to each labor union or representative of workers with which it 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 shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the United States Secretary of Labor.
- (5) The contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the United States Secretary of Labor, or pursuant thereto, and shall permit access to its books, records, and accounts by HUD and the United States 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 federal 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 United States Secretary of Labor, or as otherwise provided by law.

- (7) The contractor shall include the portion of the sentence immediately preceding Section (1) and the provisions of Sections (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the United States Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The contractor shall take such action with respect to any subcontract or purchase order as HUD 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 HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
2. Borrower shall be bound by the equal opportunity clause above with respect to its own employment practices when it participates in federally-assisted construction work; provided, that if Borrower 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.
 3. Borrower shall assist and cooperate actively with HUD and the United States 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 United States Secretary of Labor, that it shall furnish HUD and the United States Secretary of Labor such information as they may each require for the supervision of such compliance, and that it shall otherwise assist HUD in the discharge of HUD's primary responsibility for securing compliance.
 4. Borrower shall 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, federal government contracts and federally-assisted construction contracts pursuant to such Executive Order and shall carry out such sanctions and penalties for any violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by HUD or the United States Secretary of Labor pursuant to Part II, Subpart D of such Executive Order. In addition, Borrower agrees that if it fails or refuses to comply with these undertakings, HUD may take any or all of the following actions: cancel, terminate, or suspend in whole or in part the grant, contract, loan, insurance or guarantee; refrain from extending any further assistance to Borrower under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from Borrower; or refer the case to the U.S. Department of Justice for appropriate legal proceedings.

Part VI. Credit Authorization.

Borrower 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.

Borrower 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, Borrower further authorizes the Lender to disclose to HUD all financial and other information submitted by Borrower 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 VII. Identities of Interest.

Does Borrower 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"/>	Appraisal Firm: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Management Agent: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Environmental Firm: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Seller: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	General Contractor/Construction Manager: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Architect: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____				Lender's Broker: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____				Title Company/Title Agent: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____				Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____				_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the questions in this Part VII is Yes, attach a separate sheet setting forth the nature of each identity of interest. Borrower certifies that, to the best of its knowledge, its answer to each of the questions in this Part VII, and the information in any such attached sheets, is true and correct.

Part VIII. Signatures

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

Borrower hereby certifies under penalty of perjury that the statements and representations contained in this instrument and all supporting documentation thereto are true, accurate, and complete and that each signatory has read and understands the terms of these certifications. These certifications have 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 Borrower certifies that he/she is an authorized representative of the Borrower and has sufficient knowledge to make these certifications on behalf of the Borrower.

Executed this _____ day of _____, _____.

Borrower Name: _____

By: _____
Signature

(Printed Name & Title of Authorized Representative)