

**Consolidated Certifications  
– Management Agent  
Section 232**

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

OMB Approval No. 2502-0605  
(exp. 11/30/2022)

**Public reporting burden** for this collection of information is estimated to average 1 hour 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. 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. Response to this request for information is required in order to receive the benefits to be derived from the National Housing Act Section 232 Healthcare Facility Insurance Program. 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. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

**Warning:** Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802).

**Privacy Act Statement:** 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 used to review applications within HUD. No information will be disclosed outside of HUD. 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 applications will be reviewed or approved without the necessary information requested. No confidentiality is assured

**INSTRUCTIONS:**

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

|                          |                                 |
|--------------------------|---------------------------------|
| <b>Project Name:</b>     | <<project's name here>>         |
| <b>Project Location:</b> | <<project city and state here>> |
| <b>FHA Number:</b>       | <<FHA number here>>             |

**Borrower:** <<Borrower's name here>>

**Operator (Lessee):** if applicable <<Operator's name here>>

**Management Agent:** <<Management Agent's name here>>

**Lender:** <<Lender's name here>>

**Other Parties of the transaction are provided on Attachment 2.**

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**Part I. Program**

Select Applicable Section 232 Program Type:

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**Part II. Application for Project Mortgage Insurance**

The undersigned Management Agent certifies that it is familiar with the provisions of  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 Management Agent 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, national origin, familial status, or disability; (b) it, and anyone authorized to act for it, will comply with federal, state, and local laws and ordinances prohibiting discrimination; and (c) 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 Management Agent is identified or to take any other corrective action HUD may deem necessary.

**Part III. Supplement to Underwriting Analysis**

|   | <b>Yes</b>               | <b>No</b>                |
|---|--------------------------|--------------------------|
| 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.

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 whether the entity has insurance or other mitigation to cover adverse judgements or settlements from the action. Documentation must show likelihood and date to resolve. If previously resolved, indicate date of original suit and resolution date.

D. Bankruptcies – Any Borrower or Management Agent 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.

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**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 Management Agent 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.

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**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. 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"/> | Appraisal Firm:   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Borrower:                  |                          | <input type="checkbox"/> | <input type="checkbox"/> | Market Study Firm:  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Operator:                  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Environmental Firm:   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| General Contractor:        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | PCNA Firm:  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Design Architect:          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Cost Review Firm:   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Supervisory Architect:     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | A&E Review Firm:  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Lender (Existing)          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Seller:   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| AR Lender                  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Other fee-based service provider (administrative services, physical therapy, etc.): | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Secondary Financing Lender | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Other:  | <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 VII. Previous Participation Certification**

- Management Agent is considered a Controlling Participant per HUD regulation and HAS completed an electronic Previous Participation certification via the Active Partners Performance System (APPS), and is proceeding to Part VIII.
- Management Agent is considered a Controlling Participant per HUD regulation and has NOT completed an electronic submission, and must complete this Part VII certification.

The Controlling Participant certifies that:

- It has NO Previous Participation** in Office of Healthcare or Multifamily Housing programs of HUD, housing projects with current flags under the U.S. Department of Agriculture’s previous participation review system or any other housing project participating in a federal, state or local or government program; and during the Controlling Participant’s participation in the housing project (i) the housing project was not foreclosed upon; (ii) the housing project was not transferred by a deed in lieu of foreclosure; or (iii) an event of default, or similarly termed event, was not declared or remained after any applicable notice and cure periods against the housing project or the Controlling Participant pursuant to the government program’s project documents in the past 10 years.

- It DOES have Previous Participation** in Office of Healthcare or Multifamily Housing programs of HUD, housing projects with current flags under the U.S. Department of Agriculture’s previous participation review system or any other housing project participating in a federal, state or local or government program; and during the Controlling Participant’s participation in the housing project (i) the housing project was not foreclosed upon; (ii) the housing project was not transferred by a deed in lieu of foreclosure; or (iii) an event of default, or similarly termed event, was not declared or remained after any applicable notice and cure periods against the housing project or the Controlling Participant pursuant to the government program’s project documents in the past 10 years as listed on the attached Attachment Three.

**Certifications:** Controlling Participant hereby certifies that the Controlling Participant has never been found to be in noncompliance with any applicable nondiscrimination and equal opportunity requirements including but not limited to 24 CFR 5.105 (a) and 200.600 et seq., 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.

Controlling Participant 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 the Management Agent, 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 in Office of Healthcare or Multifamily Housing programs of HUD, housing projects with current flags under the U.S. Department of Agriculture’s previous participation review system and any other housing project participating in a federal, state or local or government program; and during the Controlling Participant’s participation in the housing project (i) the housing project was not foreclosed upon; (ii) the housing project was not transferred by a deed in lieu of foreclosure; or (iii) an event of default, or similarly termed event, was not declared or remained after any applicable notice and cure periods against the housing project or the Controlling Participant pursuant to the government program’s project documents in the past 10 years.

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 it received relief from the mortgagee.
  - b. Controlling Participant has not experienced defaults or non-compliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project.
  - c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning any of projects listed on Attachment 3.
  - d. There has not been a suspension or termination of payments under any HUD assistance contract due to the fault or negligence of the Controlling Participants.
  - e. The Controlling Participant has not 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. The Controlling Participant has not 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. The Controlling Participant has not 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.
3. The Controlling Participant is not 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.
  4. The Controlling Participant is not a 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.
  5. The Controlling Participant has not 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).
  6. The Controlling Participant is not 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 Controlling Participant cannot certify have been deleted by striking through the words. An authorized representative of the Controlling Participant has

initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances .



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

The Management Agent certifies that neither the Management Agent nor any of its Principals or affiliates has an outstanding violation of the Fair Housing Act, 42 U.S.C. 3601 et seq., that is not the subject of a remedial order or agreement.

The Management Agent further 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 Act 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, 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 and 42 USC 2000d-1), 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 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.

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**Part IX. 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 plans change and the project intends to use accounts receivable financing with respect to this project, a representative of the Borrower will notify the Lender, in writing, immediately following the decision to participate. 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.

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**Part X. 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 4.

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**Part XI. 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 (with the exception of this application):

- HAS  
 HAS NOT

applied or INTENDS to apply for FHA mortgage insurance for: the purchase, refinance, new construction or substantial rehabilitation of any facilities listed on Attachment 4 or otherwise; or requests for the transfer of physical assets or change in control of operator for any existing FHA insured facilities.

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(this section left intentionally blank)

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## 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**.

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## Part XIII. 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, sexual orientation, gender identity 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, sexual orientation, gender identity 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, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation

conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) 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.
  - (5) 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.
  - (6) 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.
  - (7) 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.
  - (8) 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.

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#### **Part XIV. 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 Agent 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.

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**Part XV. 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.

Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802).

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)

**Attachments:**

- Attachment 1 Organizational Chart in compliance with Housing Notice 16-15 (required)
- Attachment 2 to Consolidated Certifications: Other Parties (required)
- Attachment 3 to Consolidated Certifications – Management Agent: Schedule of Previous Participation in HUD Insured & Other Government Agency Projects/Facilities (as applicable)
- Attachment 4 to Consolidated Certifications – Management Agent: Listing of Other Business Concerns (as applicable)

Attachment 5 to Consolidated Certifications – Management Agent: Other Section 232 Applications (as applicable)

**Attachment 1: Organizational Chart in compliance with Housing Notice 16-15 (required)  
Organization Chart to <<name of project here>> Consolidated Certifications:**



**Attachment 2 to <<name of project here>> Consolidated Certifications:  
Other Parties**

**Appraisal**

**Firm/Appraiser:** if applicable

<<name of appraisal firm and appraiser here {or} N/A if not applicable>>

**Market Study Firm:** if applicable

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

**Environmental Firm:** if applicable

<<name of environmental 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>>

**Cost Review Firm:** if applicable

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

**General 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>>

**AR Lender:** if applicable

<<name of AR Lender here {or} N/A if not applicable>>

**Secondary Financing Lender:** if applicable

<<name of Secondary Financing Lender here {or} N/A if not applicable>>

**Attachment 3 to Consolidated Certifications – Management Agent  
Schedule of Previous Participation in HUD Insured & Other Government Agency Projects/Facilities**

For <<enter management agent's name here>>

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

Additional pages attached.

**Attachment 4 to Consolidated Certifications – Management Agent  
Listing of Other Business Concerns for Management Agent (Owned, Operated or Managed)**

(Note: Projects/Facilities listed on Attachment 3 are not required to be listed again on Attachment 4.)

For <<enter management agent's name here>>

| Entity (name & address)        | Participation   | Other Information<br>(Attach a detailed explanation on a separate sheet for any box not checked)   |
|--------------------------------|---|--|
| <b>Name of Business Entity</b> | Role: Dbl Click to Choose<br><br>% ownership (if applicable)<br><br><input type="checkbox"/> Real Estate<br><input type="checkbox"/> Non-Real Estate<br><br>Healthcare Facility<br>YES <input type="checkbox"/> NO <input type="checkbox"/> | <input type="checkbox"/> No Pending bankruptcy claims<br><input type="checkbox"/> No Pending judgments<br><input type="checkbox"/> No Pending legal actions or suits<br><input type="checkbox"/> No Open professional liability insurance claims<br><input type="checkbox"/> No Open State findings<br><br><input type="checkbox"/> Additional explanation sheet attached. |
| <b>Name of Business Entity</b> | Role: Dbl Click to Choose<br><br>% ownership (if applicable)<br><br><input type="checkbox"/> Real Estate<br><input type="checkbox"/> Non-Real Estate<br><br>Healthcare Facility<br>YES <input type="checkbox"/> NO <input type="checkbox"/> | <input type="checkbox"/> No Pending bankruptcy claims<br><input type="checkbox"/> No Pending judgments<br><input type="checkbox"/> No Pending legal actions or suits<br><input type="checkbox"/> No Open professional liability insurance claims<br><input type="checkbox"/> No Open State findings<br><br><input type="checkbox"/> Additional explanation sheet attached. |
| <b>Name of Business Entity</b> | Role: Dbl Click to Choose<br><br>% ownership (if applicable)<br><br><input type="checkbox"/> Real Estate<br><input type="checkbox"/> Non-Real Estate<br><br>Healthcare Facility<br>YES <input type="checkbox"/> NO <input type="checkbox"/> | <input type="checkbox"/> No Pending bankruptcy claims<br><input type="checkbox"/> No Pending judgments<br><input type="checkbox"/> No Pending legal actions or suits<br><input type="checkbox"/> No Open professional liability insurance claims<br><input type="checkbox"/> No Open State findings<br><br><input type="checkbox"/> Additional explanation sheet attached. |
| <b>Name of Business Entity</b> | Role: Dbl Click to Choose<br><br>% ownership (if applicable)<br><br><input type="checkbox"/> Real Estate<br><input type="checkbox"/> Non-Real Estate<br><br>Healthcare Facility<br>YES <input type="checkbox"/> NO <input type="checkbox"/> | <input type="checkbox"/> No Pending bankruptcy claims<br><input type="checkbox"/> No Pending judgments<br><input type="checkbox"/> No Pending legal actions or suits<br><input type="checkbox"/> No Open professional liability insurance claims<br><input type="checkbox"/> No Open State findings<br><br><input type="checkbox"/> Additional explanation sheet attached. |

**Additional pages attached.**

**Attachment 5 to Consolidated Certifications – Management Agent  
Other Section 232 Applications**

For <<enter management agent's name here>>

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

**Additional pages attached.**