

Entity Name: _____

Entity must certify it meets each of the below listed criteria by entering their initials in the applicable boxes below:

1. Neither Entity, nor any member, officer, principal, owner, agent, consultant, or other participant affiliated with the Entity is currently under investigation for, subject to a pending claim, indictment, suit, action, or other proceeding alleging, or has within the previous ten (10) years been convicted of or been determined by an administrative or judicial order or judgment to have committed fraud, misrepresentation, theft, embezzlement, misuse of funds, crimes of dishonesty or any other act of moral turpitude (including, but not limited to any felony or malicious behavior).

Initials: _____

2. Neither Entity, nor any member, principal, owner, agent, consultant, or other participant affiliated with the Entity:

- Has filed for bankruptcy within the previous five (5) years and failed to completely discharge such bankruptcy once granted;
- Is currently subject to any debarment, suspension, sanction, or other enforcement action imposed by any federal, state, tribal, or local governmental agency, housing finance agency, or housing corporation;
- Is currently in default on any financial obligation, loan, or financing agreement related to a housing development project;
- Has been removed, sanctioned, or otherwise restricted by a lender, investor, governmental agency, or funding source as a result of financial noncompliance, failure to complete a project as required, or failure to satisfy contractual obligations.

Initials: _____

3. Neither Entity, nor any member, principal, officer, owner, agent, consultant, or other participant affiliated with the Entity has participated in a project that:

- Was not completed in accordance with approved plans, certifications, or commitments presented to OHCS or another public or private allocating agency;
- Was not completed within the timeframe or budget required by a funding agreement;
- Failed to properly or effectively utilize previously awarded program funds after notice of such failure;

- Failed to comply with prevailing wage, workers' compensation, or other applicable labor requirements;
- Failed to comply with material contractual obligations, including reporting, record retention, or access to project records requirements; or
- Was determined by OHCS or another public or private allocating agency to be noncompliant with program requirements and failed to cure such noncompliance within any applicable cure period.

Initials: _____

4. The Entity accepts all the terms and conditions contained in the ORCA Manual, and affirms that the Entity:

- is an equal employment opportunity employer,
- is a legal entity registered to conduct business in the state of Oregon, and
- is authorized to accept funding reservations and awards.

Initials: _____

5. Neither Entity nor any member, officer, principal, owner, agent, consultant, or other participant affiliated with the Entity is currently delinquent on any financial obligations related to the Entity or a housing development project. Neither Entity nor any property owned by Entity or any member, officer, principal, owner, agent, consultant, or other participant affiliated with the Entity is subject to any foreclosure proceedings placed into receivership, or in default under any loan or financing agreement. Entity further certifies that the project is not subject to any lien, encumbrance, or claim that could negatively affect the Entity's financial position, legal standing, capacity to perform, or the viability of a proposed project.

Entity also certifies that neither it nor any member, officer, or principal within the organization is a party to any claim, litigation, action, or suit that could materially and adversely impact the financial stability of the project or Entity's capacity to perform.

Initials: _____

6. Entity certifies that it will promptly notify Oregon Housing and Community Services (OHCS) of any material change to the above certifications. The Entity agrees to notify OHCS within ten (10) days of any such material change. Entity further agrees that failure to provide timely notification of a material change will constitute grounds for OHCS to reject the Entity's application.

Entity acknowledges and agrees that, upon receiving notice of a material change—or upon OHCS otherwise becoming aware of such change—OHCS may, at its sole discretion, re-evaluate the risk associated with Entity and Entity's project. This discretionary review may include consideration of Entity's financial position, legal standing, organizational capacity, and ability to perform. Based on this assessment, OHCS may elect to advance, conditionally advance, or decline any application. OHCS also retains the discretion to place an

application on hold or pause its processing until any remedial conditions or requirements set by OHCS, in its discretion, have been fully satisfied.

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7. The Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action or conduct by Entity pertaining to this Agreement that constitutes a “claim” (as defined by the Oregon False Claims Act, ORS 180.750(1)). By its execution of this Integrity Certificate, Entity certifies, to the best of Entity’s knowledge, as defined by ORS 180.755(2), the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Integrity Certificate or to the related ORCA application. In addition to other penalties that may be applicable, Entity further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Entity. Nothing in this Section or this Agreement may be construed as limiting or derogating from any authority granted the Oregon Attorney General under 180.750 to 180.785.

Initials: _____

Entity attests that the above information as submitted is true by signing below. By signing below signor acknowledges that they are authorized to sign on behalf of the Entity.

Printed Name: _____ **Title:** _____

Signature: _____ **Date:** _____

