



Homeownership Capacity Program Manual

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Table of Contents

Introduction	1
<i>Background</i>	<i>1</i>
<i>Enhanced Financial Capacity Homeownership Program (Homeownership Capacity Program).....</i>	<i>1</i>
Chapter 1 – Grantee Requirements/Warranties.....	2
1.01 <i>Manual</i>	<i>2</i>
1.02 <i>The Grant Contract.....</i>	<i>2</i>
1.03 <i>Evidence of Misconduct Referred to Attorney General.....</i>	<i>2</i>
1.04 <i>Unauthorized Compensation</i>	<i>2</i>
1.05 <i>Termination of Grantee Participation</i>	<i>3</i>
1.06 <i>Representations and Warranties</i>	<i>3</i>
1.07 <i>Fair Housing</i>	<i>3</i>
1.08 <i>Prevailing Wage</i>	<i>3</i>
Chapter 2 – Fraud, Misuse of Funds, Conflict of Interest, Suspension, and Disclosure and Reporting ...	5
2.01 <i>Fraud</i>	<i>5</i>
2.02 <i>Misuse of Funds.....</i>	<i>5</i>
2.03 <i>Conflict of Interest.....</i>	<i>5</i>
2.04 <i>Suspension.....</i>	<i>6</i>
2.05 <i>Disclosure and Reporting</i>	<i>6</i>
Chapter 3 – Grant Requirements	7
3.01 <i>Budget and Grant Funds Tracking.....</i>	<i>7</i>
3.02 <i>Eligible Use of Grant Funds</i>	<i>7</i>
3.03 <i>Ineligible Use of Grant Funds</i>	<i>7</i>
3.06 <i>Client File and Data Collection System (DCS) Requirements.....</i>	<i>8</i>
3.07 <i>Incentive Funds</i>	<i>8</i>
3.08 <i>Standards and Measures</i>	<i>8</i>
3.09 <i>Monitoring</i>	<i>9</i>
3.10 <i>Data Privacy, Authorization and Disposal.....</i>	<i>9</i>
3.11 <i>File Documentation and Maintenance.....</i>	<i>9</i>
3.12 <i>Records Retention</i>	<i>9</i>
Chapter 4 – Program Requirements	10
4.01 <i>Grantee and Staff Standards.....</i>	<i>10</i>
4.02 <i>Program Delivery</i>	<i>10</i>
4.03 <i>Eligible Households for the Program.....</i>	<i>11</i>
4.04 <i>Eligible Activities for the Program.....</i>	<i>11</i>

Chapter 5 – Coaching Activities 13
 5.01 *Intake* 13
 5.02 *Annual* 13
 5.03 *Program Completion* 13
 5.04 *Outcome*..... 13
Appendix A: Definitions 15
Appendix B: Forms 16

Introduction

Background

The Minnesota Housing Finance Agency (Minnesota Housing) was created in 1971 by the Minnesota Legislature. We believe housing is the foundation for success, so we collaborate with individuals, communities and partners to create, preserve and finance affordable housing.

Enhanced Financial Capacity Homeownership Program (Homeownership Capacity Program)

Minnesota Housing offers funding through an Application for Funds to eligible organizations that deliver intensive Financial Education and Financial Coaching to low-income renters and Black, Indigenous, and People of Color (BIPOC) communities. The goal is to increase the probability of successful homeownership and household stability through intensive financial empowerment and homeowner training.

This Manual sets forth the terms and conditions under which Minnesota Housing will award Grant Funds to Grantees.

Chapter 1 – Grantee Requirements/Warranties

Grantees will comply with all of the terms, conditions, provisions, covenants, requirements and/or warranties contained in the Grant Contract, the Application for Funds, the Manual, the Act, any rules promulgated pursuant to the Act and all amendments.

1.01 Manual

This Manual, including subsequent changes and additions, is a supplement to the Grant Contract, the Act and all amendments executed between the Grantee and Minnesota Housing.

Minnesota Housing reserves the right to:

- Alter or waive any of the requirements herein;
- Impose other and additional requirements; and
- Rescind or amend any or all materials effective as of the date of issue unless otherwise stated.

Minnesota Housing grants exceptions, alterations or revisions at its sole discretion. Grantees may request, in writing to Minnesota Housing, exceptions, alterations or revisions to this Manual.

In the case of a conflict between the Application for Funds and this Manual or the Grant Contract, this Manual or the Grant Contract control.

1.02 The Grant Contract

If a Grantee submits its Application for Funds to Minnesota Housing and is selected to receive Grant Funds through a Homeownership Capacity Program, Minnesota Housing and the Grantee will execute a Grant Contract outlining the legal relationship and responsibilities between the Grantee and Minnesota Housing.

1.03 Evidence of Misconduct Referred to Attorney General

Minnesota Housing will refer any evidence of fraud, misrepresentation or other misconduct in connection with the operation of the Program to the Minnesota Attorney General’s office for appropriate legal action.

Minnesota Housing may exercise all remedies available to it, both legal and equitable, to recover funds from the Grantee. This includes Grant Funds, together with all applicable administrative costs and other fees or commissions received by the Grantee in connection with the Grant Funds and for all attorney fees, legal expenses, court costs or other expenses incurred by Minnesota Housing in connection with the Grant Funds or recovery of such funds.

1.04 Unauthorized Compensation

The Grantee may receive fees approved in this Manual. However, the Grantee shall not receive or demand from any other party to the transaction:

- Kickbacks
- Commissions
- Other compensation

1.05 Termination of Grantee Participation

Minnesota Housing may terminate the participation of any Grantee under this Manual at any time and may preclude Grantee’s future eligibility for reasons included, but not limited to, nonconformance with:

- This Manual;
- The Grant Contract;
- The procedural manuals and agreements of other Minnesota Housing programs;
- The Application for Funds;
- Applicable state and federal laws, rules and regulations.

Minnesota Housing may impose remedies other than termination of the Grant Contract for Grantee nonperformance.

Grantee may request reinstatement into Minnesota Housing programs. The decision whether or not to reinstate a Grantee is at Minnesota Housing’s sole discretion.

1.06 Representations and Warranties

The Grantee agrees to comply with all applicable federal, state, and local laws, ordinances, regulations and orders.

1.07 Fair Housing

It is the policy of Minnesota Housing to affirmatively further fair housing in all its programs so that individuals of similar income levels have equal access to Minnesota Housing programs, regardless of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, familial status, gender identity or sexual orientation. Minnesota Housing’s fair housing policy incorporates the requirements of the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendment Act of 1988, as well as the Minnesota Human Rights Act. Housing providers are expected to comply with the applicable statutes, regulations, and related policy guidance.

1.08 Prevailing Wage

Under certain circumstances, awards of agency funds may trigger state prevailing wage requirements under Minn. Stat. § 116J.871. In broad terms, the statute applies to awards that meet the following conditions: (1) new housing construction (not rehabilitation); and (2) a single entity receives from Minnesota Housing \$200,000 or more of grant proceeds or \$500,000 of loan proceeds. The statute excludes new housing construction in which total financial assistance at a single project site is less than \$100,000.

Please note the following statutory provisions:

- A state agency may provide financial assistance to a person only if the person receiving or benefiting from the financial assistance certifies to the commissioner of labor and industry that laborers and mechanics at the project site during construction, installation, remodeling, and repairs for which the financial assistance was provided will be paid the prevailing wage rate as defined in section 177.42, subdivision 6. Minn. Stat. § 116J.871, subd. 2.

MINNESOTA HOUSING – HOMEOWNERSHIP CAPACITY PROGRAM MANUAL

- It is a misdemeanor for a person who has certified that prevailing wages will be paid to laborers and mechanics under subdivision 2 [see above] to subsequently fail to pay the prevailing wage. Each day a violation of this subdivision continues is a separate offense. Minn. Stat. § 116J.871, subd. 3.

In addition, a separate prevailing wage statute, Minn. Stat. § 177.41-.43, may apply if funds are used for a building that is publicly owned or leased.

All questions regarding state prevailing wages and compliance requirements should be directed to the Department of Labor and Industry as follows:

Division of Labor Standards and Apprenticeship
Karen Bugar, State Program Administrator
443 Lafayette Road N, St. Paul, MN 55155
651-284-5091 or dli.prevwage@state.mn.us

Chapter 2 – Fraud, Misuse of Funds, Conflict of Interest, Suspension, and Disclosure and Reporting

2.01 Fraud

Fraud is any intentionally deceptive action made for personal gain or to damage another.

Any person or entity (including its employees and affiliates) that enters into an agreement with Minnesota Housing and witnesses, discovers evidence of, receives a report from another source, or has other reasonable basis to suspect that fraud or embezzlement has occurred must immediately make a report through one of the ways described in section 2.05.

2.02 Misuse of Funds

A loan or grant agreement is a legal contract. The borrower or grantee promises to use the funds to engage in certain activities or procure certain goods or services while Minnesota Housing agrees to provide funds to the borrower or grantee to pay for those activities, goods or services. Regardless of the Minnesota Housing program or funding source, the borrower or grantee must use Minnesota Housing funds as agreed and the borrower or grantee must maintain appropriate documentation to prove that funds were used for the intended purpose(s).

A misuse of funds shall be deemed to have occurred when: (1) Minnesota Housing funds are not used as agreed by a borrower or grantee; or (2) A borrower or grantee cannot provide adequate documentation to establish that Minnesota Housing funds were used in accordance with the terms and conditions of the loan or grant agreement.

Any borrower or grantee (including its employees and affiliates) of Minnesota Housing funds that discovers evidence, receives a report from another source, or has other reasonable basis to suspect that a misuse of funds has occurred must immediately make a report through one of the ways described in section 2.05.

Borrowers and grantees referred to in this section are the Minnesota Housing contracting party. If applicable, third party recipients of funds, such as homebuyers, are bound by terms as detailed in the loan documents.

2.03 Conflict of Interest

A conflict of interest, actual, potential, or perceived, occurs when a person has an actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A potential or perceived conflict of interest exists even if no unethical, improper or illegal act results from it.

An individual conflict of interest is any situation in which one's judgment, actions or non-action could be interpreted to be influenced by something that would benefit them directly or through indirect gain to a friend, relative, acquaintance or business or organization with which they are involved.

Organizational conflicts of interest occur when:

- A contracting party is unable or potentially unable to render impartial assistance or advice to Minnesota Housing due to competing duties or loyalties
- A contracting party's objectivity in carrying out their responsibilities might be otherwise impaired due to competing duties or loyalties
- A contracting party has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors

Once made aware of a conflict of interest, Minnesota Housing will make a determination before disbursing any further funds or processing an award. Determinations could include:

- Revising the contracting party's responsibilities to mitigate the conflict
- Allowing the contracting party to create firewalls that mitigate the conflict
- Asking the contracting party to submit an organizational conflict of interest mitigation plan
- Terminating the contracting party's participation

Any person or entity (including its employees and affiliates) that enters into an agreement with Minnesota Housing must avoid and immediately disclose to Minnesota Housing any and all actual, perceived, or potential conflicts of interest through one of the ways described in section 2.05.

A contracting party should review its contract agreement and Application for Funding material, if applicable, for further requirements.

2.04 Suspension

By entering into any agreement with Minnesota Housing, a contracting party represents that the contracting party (including its employees or affiliates that will have direct control over the subject of the agreement) has not been suspended from doing business with Minnesota Housing. Please refer to Minnesota Housing's website for a list of [suspended individuals and organizations](#).

2.05 Disclosure and Reporting

Activities required to be reported under this chapter may be made in any of the following ways:

- Minnesota Housing's Chief Risk Officer
- Any member of Minnesota Housing's [Senior Leadership Team](#)
- The Minnesota Housing hotline reporting service vendor, EthicsPoint, by calling toll-free 866.886.1274 to speak with a live operator or by visiting the EthicsPoint reporting [webpage](#)

Chapter 3 – Grant Requirements

3.01 Budget and Grant Funds Tracking

The Grantee must:

- Use generally accepted accounting principles in the maintenance of financial records.
- Track and keep record of Program income and expenses, as well as any Client Fees charged, separately from all other income and expenses. Maintain a separate budget for the Program with all Grant Funds to be used exclusively to fund Program-related expenses.
- Obtain pre-approval for all out-of-state travel. Contact the Authorized Representative referenced in the Grant Contract for further guidance and approval. Grantee must obtain proof of the approval and supporting documentation for expenses paid with the Grant Funds.
- Document and retain on file any verbal quotes obtained as part of the contracting and bidding requirements outlined in the Grant Contract. Verbal quote documentation may include but is not limited to notes, invoices and emails. All verbal quotes obtained must include: date the quote was received; name and contact of vendor; amount for service(s) requested; service(s) included in the quote; and date range of the service(s), if applicable.

3.02 Eligible Use of Grant Funds

For any Client receiving Program services, all file documentation and reporting requirements must be followed according to the Program requirements. The Grant Funds received are for Clients that enter into the Program during the Program Year. The Grant Funds must cover costs to serve the Client through their entire participation in the Program including collection and reporting of Outcome data, which may be outside of the Program Year.

Grant Funds may only be used to cover the cost to serve the Client. Clients may not be served under the Program if the funds received from all sources to serve the Client exceed the cost to serve the Client. Grantee may use the Grant Funds to provide administrative support or support for activities specific to the Program. Refer to the Grant Contract for allowable costs associated with Program services.

Grantee may carry over a reasonable amount of Grant Funds to cover Program expenses for Clients that start receiving services during the Program Year, and still require Program services or reporting after the Program Year has ended. Grantee must continue to report on the use of these remaining Grant funds until they have been fully expended, even if that is beyond the current Program Year.

3.03 Ineligible Use of Grant Funds

Grant Funds cannot be used:

- For borrower financial incentives (e.g., down payment assistance, gift cards, loans of any kind);
- To cover all of a Grantee's indirect costs;
- To pay for a Client previously served under the Program that are less than six months from the "Client Stopped Communication" date.

3.04 Disbursement Schedule

Grantee will be disbursed Grant Funds according to the Program Disbursement Schedule, which is attached to the Grant Contract.

3.05 Expenditure, Narrative and Data Collection Reports

Grantee must submit regular expenditure reports to the Minnesota Housing. Expenditure reporting will consist of both, the Grant Funds and Grantee's overall Program income(s) and expenditure(s) covering the duration of the Program Year. See the [Expenditure Report](#) for the template each Grantee is required to submit and the cost items that may be paid for by the Grant Funds. See the Reporting Schedule attached to the Grant Contract to determine when the Expenditure, Narrative and Data Collection Reports are due to Minnesota Housing.

3.06 Client File and Data Collection System (DCS) Requirements

Grantee agrees to:

- Track and report Client progress in the DCS at Intake, a minimum of every year into the Annual (if applicable), at Program Completion and the Outcome.
 - All Client data must be reported on an annual basis from the last reported date in the DCS. Subsequent data updates may be Annual, Program Completion, Outcome or Client Stopped Communication and will depend on the Client's progress.
 - Annual and Program Completion data must be collected within 30 days of the required reporting date. If the data is older than 30 days, new data will need to be collected, retained in the Client file and used for reporting in the DCS.
 - Satisfy all reporting requirements for Clients from any Program Year that have not exited the Program as of the start of the current Program Year. Reporting requirements outlined in this Manual should be followed for all Clients, including those from previous Program Years. Satisfaction of Client reporting includes completion of the Outcome or Client Stopped Communication option in the DCS.
- Support data reported in the DCS with documentation retained in the Client file. Grantees are not required to use the forms provided by Minnesota Housing but must meet the Client file documentation requirements should they choose to use their own forms.
- Follow the requirements identified in the [Homeownership Capacity Data Collection System User Guide](#).
- Use the [Client File and DCS Reporting Chart](#) to guide each client file and data to be collected.

3.07 Incentive Funds

The Incentive Fund provides additional funding for Grantees who have met their original households served goals. Grantee may apply for the Incentive Fund if available during the Program Year. Eligibility criteria are outlined in the [Incentive Fund Application Form](#).

3.08 Standards and Measures

Grantees may be measured against the Program results outlined in the [Standards and Measures](#).

3.09 Monitoring

Minnesota Housing reserves the right to make site visits, review Grantee’s records and Client files and conduct quality control audits. Items requested must be made available to Minnesota Housing at the Grantee’s office during regular business hours, or via remote submission, if so requested by Minnesota Housing.

Items that may be collected include but are not limited to:

- The complete Client file;
- Expense documentation (e.g., any and all books, records, invoices and receipts);

Files are reviewed for:

- Minnesota Housing and Program/funding policy compliance;
- Fraud or misrepresentation on the part of any party involved in the transaction.

Other Program-related documents and accounting procedures and practices relevant to the Grant Contract and this Manual.

3.10 Data Privacy, Authorization and Disposal

See the Grant Contract for requirements.

3.11 File Documentation and Maintenance

The Grantee must maintain files with proper documentation and the files must be made available to Minnesota Housing upon request.

3.12 Records Retention

The Grantee must establish and follow a records retention policy in accordance with applicable laws that meets the minimum standards established in the Grant Contract.

3.13 Additional Requirements

The Grantee must certify that:

- It has the capacity to track, report and furnish Client level and aggregate data. Reporting must be done via the DCS.
- It has, or will secure at its own expense, all personnel required for the performance of the Grant Contract.
- It remains liable for accounting and full repayment of all unexpended Grant Funds to Minnesota Housing once all Clients that enter the Program during the Program Year have satisfied all reporting requirements.

Chapter 4 – Program Requirements

4.01 Grantee and Staff Standards

The Grantee must certify that:

- It is either a nonprofit organization as defined in Minn. Stat. 462A.03 Subd. 22, as such may subsequently be amended, modified or replaced, or a political subdivision.
 - If a non-profit organization:
 - It also has a current 501(c)(3) determination letter from the Internal Revenue Service;
 - It is in good standing and authorized to do business in Minnesota.
- At least one staff person has a current Financial Capability Certification provided by NeighborWorks America®. A copy of the certification or proof of certification must be provided to Minnesota Housing no later than 90 days after obtaining the certification.
- It will have Program staff attend all trainings, Grantee check-in meetings and one-on-one check-ins required by Minnesota Housing. Minnesota Housing will provide the date, time and location information.

4.02 Program Delivery

The Grantee must certify that:

- Homeownership Advisors will have no conflicts of interest due to involvement or other relationships with servicers, real estate agencies, mortgage lenders or other entities that may stand to benefit from Client home purchase decisions.
 - If a conflict exists, it must be fully disclosed to the Client on the Coaching Agreement/Disclosure Form. The Coaching Agreement/Disclosure Form must meet all the requirements outlined in the [Housing Counseling Grantee Disclosure & Privacy Act Notice](#).
- It will maintain a conflict of interest policy.
- It has offices and services that are accessible to people with disabilities, or has a referral list for Clients that need accessibility if Grantee’s building does not provide access.
- It has Homeownership Advisors fluent in the language potential Clients speak or will use translation services to ensure non-English speaking Clients can obtain Program services.
- If it charges fees to Clients for services obtained under the Program, the fees charged will be reasonable and allowable and be used only to pay for expenses that are not covered by Grant Funds.
 - If it charges fees to Clients, its fee policy must be provided to Minnesota Housing.
- It will not engage in exclusivity agreements with Clients seeking Program services or interested parties such as servicers or lenders. It will not engage in practices which exclude other Program Grantees from working with its Clients that willingly seek assistance from another Grantee.
- If it provides loan origination services, staff working in loan origination will not also provide services in any capacity under the Program and vice versa.
- It provides Program services for the duration of the Program Year and beyond for any Clients still actively participating in Program services.

- If changes to the Program service delivery are anticipated, communication must be submitted to Minnesota Housing in writing and Minnesota Housing reserves the right to accept or deny those changes at its sole discretion.

4.03 Eligible Households for the Program

Upon initial Client Intake as described by Grantees in their Application for Funds, a household is eligible to receive Program services if they:

- Reside or intend to reside in Minnesota at the time of Intake;
- Have expressed an interest in obtaining homeownership or improving their homeownership potential as a goal, have demonstrable barriers to achieving homeownership and have a likely path to addressing such barriers within three years of working with Grantee;
- Have adequate income needed to support homeownership or will achieve adequate income through the support of Program services;
- Are willing to make a commitment to working with Grantee in a timeframe agreed upon by the Client and provider to increase household financial empowerment and the probability of successful homeownership through both financial education and coaching;
- Agree to take comprehensive homebuyer education services (i.e., Home Stretch, Framework, Realizing the American Dream) if they decide to pursue homeownership.

4.04 Eligible Activities for the Program

There are three categories of eligible activities:

- Financial Education
- Financial Coaching
- Post-Completion

Financial Education

Financial Education may build financial skills and knowledge in Clients in a group setting. Financial Education may be offered in person, phone or online.

Financial Coaching

One-on-one Financial Coaching is a requirement for all Clients receiving Program services. Coaching must be available to Clients in person, phone or online and focus on behavioral change.

The following topics must be covered in Financial Education, Financial Coaching, or both and include but are not limited to:

- Asset building
- Credit report education
- Development of spending plans, including discussions of financial best practices and pitfalls
- Consumer protection training and education

- Other financial empowerment services could include or be referred for the following, as applicable:
 - Workforce development
 - Technology training
 - Entrepreneurship opportunities
 - Career development
 - Educational opportunities
 - Community responsibility of homeownership

Post-Completion

Post-Completion services must include educational opportunities specific to post home purchase (i.e., home maintenance basics, home insurance coverage, etc.) as well as continued one-on-one Financial Coaching for all Clients regardless of the Outcome. These services must be available to Clients in person, phone or online.

Chapter 5 – Coaching Activities

The descriptions below outline the Client’s progress through the Program and must be followed by all Grantees. There are four phases with the option to enter a Client as “Client Stopped Communication” at any point after Intake:

- Intake
- Annual after Intake
- Program Completion
- Outcome

Program services are to be provided until the Client reaches Program Completion and for up to one year after Program Completion. This may go beyond the Program Year identified in the Grant Contract.

5.01 Intake

The Homeownership Advisor determines that the Client is an [Eligible Household](#). The Client completes the Intake process with the Grantee for participation in the Program.

5.02 Annual

The Homeownership Advisor conducts follow up with Clients on a more frequent basis but collects Client progress data annually from the date of Intake.

5.03 Program Completion

Once the Client and Homeownership Advisor determined that all identified barriers to homeownership have been addressed, Clients will either:

- Pursue homeownership
- Not pursue homeownership within the next 9+ months

If the Client is pursuing homeownership, they may be referred to pre-purchase homebuyer education and counseling.

Program Completion can occur any time after Intake.

5.04 Outcome

Homeownership Advisor collects Outcome data within one year from the Program Completion date.

If the Client is pursuing homeownership at Program Completion, the Homeownership Advisor must continue to engage with the Client for up to one year after Program Completion or until one of the following Outcomes occur for the Client:

- Purchases a home
- Decides to no longer pursue homeownership
- Still pursuing homeownership one year after Program Completion

5.05 Client Stopped Communication

At any point after Intake, a Client may be entered as “Client Stopped Communication.” This option should only be selected once the Homeownership Advisor has made at least two attempts to reach the Client after no communication with the Client for at least six months. The two attempts must be within 30 days and may be by phone, email or mail. Document the communication attempts in the case notes.

If the Client was listed as “Client Stopped Communication” under the Program at any time and wishes to start receiving Program services again at least six months after the date listed for “Client Stopped Communication,” the Grantee may consider that Client as a new Client and enter them as such in the DCS.

If the Client re-engages less than 6 months after the “Client Stopped Communication” date, the Grantee must contact Minnesota Housing to remove the “Client Stopped Communication” status in the DCS so the Grantee can continue to report in the existing Client file.

Appendix A: Definitions

TERM	DEFINITION
Act	Minnesota State Statutes Section 462A.209.
Application for Funds	The process by which the Single Family Division of Minnesota Housing solicits grantee applications to receive funds under the Program. The application is prepared and submitted by a Grantee, who will agree to accepted conditions, restrictions, or limitations contained in the Grant Contract.
Client	An Individual(s) receiving Program services.
Client Fee(s)	A specified amount of money paid by the Client to the Grantee to receive Program services.
Data Collection System (DCS)	The web-based data reporting tool required for use by Grantees.
Grant Contract	A legal contract executed between Minnesota Housing to a Grantee.
Grant Funds	The funds that Minnesota Housing reserves and makes available to the Grantee for eligible activities under the Grant Contract.
Grantee(s)	A nonprofit or a governmental entity recipient of funds awarded under the Program and with which Minnesota Housing, in its sole discretion, enters into a Grant Contract for local administration of the Program.
Homeownership Advisor	An Individual providing Program services on behalf of the Grantee.
Homeownership Capacity Award	Grant Funds awarded to a Grantee by Minnesota Housing for a specific purpose and governed by a Grant Contract.
Incentive Fund	Grant Funds set aside for Grantees who exceed the original goal stated in the Grant Contract and have additional Clients that could be served in the Program Year.
Manual	The Homeownership Capacity Program Manual.
Minnesota Housing	Grantor of Grant Funds.
Program	The Homeownership Capacity program.
Program Year	A period of time identified in the Grant Contract.

Appendix B: Forms

The forms listed below are available on [Minnesota Housing’s Homeownership Capacity webpage](#).

[Housing Counseling Grantee Disclosure & Privacy Act Notice](#)

[Action Plan \(template\)](#)

[Program Completion Client Survey](#)

[Outcome Data Form](#)

[Spending Plan \(template\)](#)

[Client File and DCS Reporting Chart](#)

[Expenditure Report](#)

[Standards and Measures](#)

[Homeownership Capacity Data Collection System \(DCS\) User Guide](#)

[Incentive Fund Application Form](#)