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# Capacity Building Grant Program

Program Guide

Grant Period: August 2, 2027 – October 31, 2029

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## Chapter 1 – Values Statement

Our vision is that all Minnesotans live and thrive in a stable, safe and accessible home they can afford in a community of their choice.

To achieve this vision, we will reorient how we work and expand who has a voice at the table and who participates in and benefits from our programs and the housing economy.

We acknowledge and understand the intentional harms of the past, how they came to be and persist today, and our responsibility to correct them and remove barriers.

We will:

- Center the people and places most impacted by housing instability at the heart of our decision-making,
- Listen and share the power we have,
- Honor, respect and strengthen communities, and
- Be inclusive, equitable, just and antiracist in our actions.

## Chapter 2 – Program Guide Supplement to the Contract

### 2.01 Program

This Program Guide, including subsequent changes and additions, is incorporated into the Contract executed between the Grantee and Minnesota Housing. It is incorporated into such Contract by reference and is a part thereof as fully as if set forth in the Contract at length. If there are any conflicts between the terms of this program guide and the Contract, the Contract controls.

### 2.02 Capacity Building Program Overview

Minnesota Housing’s Capacity Building Program, authorized under [Minnesota Statute 462A.21, subd. 3b](#) funds activities to strengthen organizations and communities as they work to improve the housing system and build thriving communities. This grant program prioritizes community-driven work, innovation and initiatives that have a system-level impact. Communities facing housing challenges and disparities know their needs best and should play a central role in making decisions and creating solutions. Minnesota Housing trusts their expertise to advance housing and community-building strategies that have impacts on a local, regional or statewide level.

The Capacity Building Program is an important tool for advancing [Minnesota Housing’s 2024-2027 strategic objectives](#) to:

- Create a More Inclusive, Equitable and Just Housing System
- Focus on the People and Places Most Impacted by Housing Instability

- Strengthen Communities
- Support Tribal Nations and Indigenous Communities
- Develop Green, Energy-Efficient, Climate-Resilient, Sustainable Housing

Over the course of the grant period, Grantees will utilize Capacity Building Program grant funds for one of the following two uses:

- **Organizational Capacity Building:**  
The organization builds its *own* capacity to lead efforts to address housing challenges and build thriving communities. As a result of this work, the organization will position themselves to be stable over the long term.
- **Intermediary Capacity Building:**  
The Intermediary provides technical assistance and/or Subgrants to build *others'* skills and abilities to address housing challenges and build thriving communities.

## 2.03 Definition of Terms

Refer to Appendix A for definitions of capitalized terms used in this Program Guide.

# Chapter 3 – Eligibility Criteria

## 3.01 Eligible Entities

The following entities are eligible to apply for the Capacity Building Grant:

- 501(c)(3) Tax-exempt nonprofit organizations
  - Must have an active registration and be in good standing with the Minnesota Secretary of State.
- Tribal governments and Tribal Business Entities
- Additionally, eligible entities must have been in operation for at least one calendar year as of the date of the Capacity Building Grant RFP application deadline. This will be demonstrated by the applicant's filing date with the Minnesota Secretary of State.
- An eligible entity may apply to serve as a fiscal sponsor for other entities. If selected, the eligible entity will be the only grantee, they will contract with Minnesota Housing and be held responsible for all contract requirements.
- An organization may only submit **one** application to the Capacity Building Grant. However, an organization serving as a fiscal agent may submit up to three applications in a fiscal agent role.
- An eligible entity may apply on behalf of a collaboration. Any members of the collaboration will be funded, if applicable, as sub-grantees or contractors. Grantees may contract with sub-grantees to perform some of the contract obligations. Grantees may contract with consultants to provide goods and services for the Grantee.

- Current Capacity Building Grantees are eligible to apply. However, current Organizational Capacity Building Grantees cannot duplicate the core activities and scope of work of their current grant.

## Ineligible Entities

- Non-Tribal government entities, for-profit businesses and educational institutions are ineligible to apply.
- Entities that are not eligible to apply as a lead applicant can receive funding as subgrantees or consultants. This would include for-profit business and the other entities that are listed as ineligible applicants.

## 3.02 Eligible Uses

Grant funds can be used for one of the following uses:

### 1. Organizational Capacity Building:

The organization builds its own capacity to lead efforts to advance housing goals, solve a housing problem, or address a housing gap in the community. Through these efforts, the organization will build collaborations, strengthen communities, facilitate lived experience voices in leadership and decision-making and/or advance housing innovation. As a result of this work, the organization will position themselves to be stable over the long term.

### 2. Intermediary Capacity Building:

The Intermediary uses their expertise and relationships to build *others'* skills and abilities to advance housing goals, address housing problems or fill housing gaps in the community. The Intermediary will do so by providing Sub-Grants and/or technical assistance to communities, organizations or individuals. Those facing housing challenges and disparities will ultimately benefit as a result of the Intermediary's capacity building efforts.

Grantees must use grant funds according to work plan, budget and scope of work outlined in the Contract.

**Examples of eligible activities include but are not limited to:**

### Organizational Capacity Building:

- Pilot projects that test creative solutions to housing challenges.
- Initiatives that address a housing gap or lack of housing access facing a region, community or constituency.
- Developing knowledge, strategies and partnerships to advance innovative housing ideas and models.
- Community engagement, education and leadership development that support community-led decision-making and advocacy.

- Building partnerships and collaborations to strengthen networks, advance equity and address housing needs.
- Building an organization's capacity to more comprehensively meet the housing needs of those they serve.
- Providing information on housing rights and responsibilities.
- Building more community and systemic support for housing development and housing access.

### **Intermediary Capacity Building:**

- Leadership development for people with lived expertise to participate in decision-making that affects housing planning and housing stability.
- Providing Technical Assistance and education to entities such as community-based organizations, cities or individuals to build their capacity to engage in housing development and planning activities.
- Providing Subgrants to other entities so they can build their capacity to ultimately meet community needs through activities such as hiring consultants, purchasing technology and attending trainings.
- Providing training and technical assistance on an innovative housing topic or strategy.
- Community planning activities such as convening a variety of local constituencies to identify housing needs and priorities, informing them about development processes, and creating a housing plan and advocacy priorities.

### **3.03 Ineligible Uses**

#### **Ineligible Uses include:**

- Housing development and pre-development costs
- Costs associated with applying to Minnesota Housing Request for Proposals
- Direct client services, medical services, mental health and recovery services
- Providing homeownership counseling, financial coaching and foreclosure counseling to individuals
- Building operations such as property management, front desk staff and/or security expenses
- Financial assistance to individuals including rental assistance, affordability gap or down-payment assistance
- Direct political activities such as endorsing or campaigning for political candidates
- Shelter planning and/or services
- Transitional housing planning and/or services

- Group Homes and Assisted Living planning and/or services
- Scholarships

## Chapter 4 – Contract Guidelines

### 4.01 Contract Requirements

Grantees must adhere to the contract requirements which include, but are not limited to, the activities listed below. If there are any conflicts between this Program Guide and the Contract, the Contract controls.

- Execute one or more contracts with Minnesota Housing outlining the scope of work to be performed. The Grantee may also be responsible for completing the proposal, budget, work plan and/or other exhibits to the Contract(s).
- Agree to clearly post on the Grantee's website the contact information for the organization's leadership and the person(s) responsible for managing and overseeing the grant.
- Acknowledge that Minnesota Housing will complete a Grantee Performance Evaluation at the end of the grant term, which will be saved to the Grantee's file. For all Contracts over \$25,000, Evaluation information will be submitted to the Office of Grants Management and made available [publicly online](#).
- Maintain financial records for a minimum of six years after the Contract(s) ends that document the use of all Grant Funds awarded. Minnesota Housing, at its sole discretion, may request to review the accounting and documentation of such records at a site visit or at other times.
- Complete and submit all required reports, financial documentation and other supporting documents on time in a manner determined by Minnesota Housing. Financial documentation of reported expenses may include, but is not limited to, a detailed posting ledger, payroll and timecards, invoices and receipts.
- Have a written conflict of interest policy and take necessary steps to prevent individual and organizational conflicts of interest. All suspected, disclosed or discovered conflicts of interest must be reported to Minnesota Housing in a timely manner.
- Have a written fraud and fraud reporting policy and provide it to Minnesota Housing's Authorized Grant Representative within three months from Contract execution.
- Have a written Data Practices Policy and provide it to Minnesota Housing's Authorized Grant Representative within three months from Contract execution.
- Comply with applicable contracting and bidding requirements noted in the Contract.
- Comply with all affirmative action and non-discrimination requirements noted in the Contract.
- Comply with all applicable state statutes, rules and policies.

## **4.02 Subgrantees**

If utilizing subgrantees, Grantees are expected to enter into Contracts with subgrantees prior to disbursing Grant Funds to them. At a minimum, Grantees must impose on subgrantees the same expectations that Minnesota Housing requires of Grantee under the Contract. In addition, Grantees must ensure that any communication received from Minnesota Housing is relayed to subgrantees. Grantees remain responsible for compliance with all requirements of this Program Guide and the Contract and for performance of any subgrantees. Minnesota Housing must approve agreements with subgrantees prior to executing a contract with the subgrantees.

## **4.03 Monitoring and Evaluation of Grantees**

Minnesota Housing will review Grantees' financial reports and narrative reports which must be provided according to the timeline outlined in the Contract. Minnesota Housing may request additional documentation such as, but not limited to, invoices, employee payroll reports and/or timecards, and receipts to verify the information provided in the financial report.

For Grantees with Contracts of \$50,000 or greater, Minnesota Housing will conduct at least one monitoring visit of Grantees during the grant period. The monitoring visit consists of an administrative review of the Grantee's policies, procedures and governance, and a program review of the grant activities, staffing and Grantee's evaluation of the grant. Approximately one month prior to the monitoring visit, Minnesota Housing will submit a document request for items to be reviewed as part of the monitoring visit and the deadline by which to submit this information. The monitoring visit is paired with one of the annual financial reconciliations (described in 4.04 below).

Minnesota Housing may request information about subgrantees as part of this monitoring visit. Following the monitoring visit, Minnesota Housing staff will notify the Grantee if additional information is required. Upon timely completion of follow-up items, Minnesota Housing staff will issue a monitoring review summary letter including areas of concern, recommendations and requirements. Grant Administrators are expected to monitor subgrantees by these same standards during the grant term.

Grantees that fail to schedule the monitoring visit and provide the requested documentation more than two months after the identified deadline will be deemed unresponsive. The Capacity Building Grant Manager ("Grant Manager") will send two email reminders to the Grantee Authorized Grant Representative and the backup contact and determine next steps. Possible consequences of failure to respond include, but are not limited to:

- Suspension of future Contract payments until all monitoring requirements are met
- Repayment of funds and contract termination

Grantees with extenuating circumstances must promptly inform the Grant Manager if they have a situation that prevents timely submission of monitoring documents. The Grantee and Grant Manager will agree on a new deadline by which the Grantee must submit the required documentation.

#### **4.04 Financial Reconciliation**

For Grantees with Contracts of \$50,000 or greater, Minnesota Housing will conduct annual financial monitoring. Annual financial monitoring includes a review of the one-year financial report, a detailed posting ledger of Capacity Building Grant Expenses only and any requested supporting documentation. Grantees must provide this documentation by the deadline set by Minnesota Housing.

Grantees that fail to provide the requested documentation more than two months after the identified deadline will be deemed unresponsive. The Grant Manager will send two email reminders to the Grantee Authorized Grant representative and the backup contact. Possible consequences include, but are not limited to:

- Suspension of future Contract payments until all monitoring requirements are met
- Repayment of funds and contract termination

Grantees with extenuating circumstances must promptly inform the Grant Manager if they have a situation that prevents timely submission of the financial reconciliation documents. The Grantee and Grant Manager will agree on a new deadline in writing by which the Grantee must submit the required documentation.

#### **4.05 Contract Amendments**

Contract Amendments are required for the majority of changes to the Contract budget, work plan, scope of work and grant period and requests for amendments must be submitted to the Authorized Grant Representative in writing. Approval of amendments are at the discretion of Minnesota Housing. Amendments are effective the date they are signed by the Grantee and Minnesota Housing. Changes to the Contract made in the amendments are **not** retroactive. At the sole discretion of Minnesota Housing, and with prior approval of Minnesota Housing, certain minor modifications that do not substantively affect the budget may be made without requiring an amendment.

After the Grantee has provided the necessary information for the amendments, it will take approximately two months for the amendment to be ready for signature. The Grant Manager will review the amendment request and consult with Agency Grants Management and Legal staff as needed. The requested changes must be eligible and consistent with the proposal the Grantee submitted to the 2026 Capacity Building Request for Proposals (RFP). If the requested changes appear eligible, the Grant Manager will prepare the amendment documents, send for internal review and

approvals, and, if approved, route to the Grantee and Minnesota Housing's designated representative for signature.

Only the Grantee's Authorized Grant Representative or authorized contact can request an amendment on behalf of the Grantee. Contractors, consultants, partners and collaborators with the Grantee cannot make amendment requests.

#### **4.06 Budget Amendments**

Expenses that are not listed in the Contract budget are ineligible and will need to be repaid or refunded to the Capacity Building Grant. Additionally, the expenses that exceed a line item in the Contract budget are ineligible and will need to be repaid or refunded to the Capacity Building Grant. If a grantee needs to make a change to the budget to carry out future grant activities, the grantee must make a budget amendment request. Activities done before an amendment is finalized are not eligible for payment.

##### **Budget amendments are generally required when there are:**

- New anticipated expenses not currently listed in the Contract budget.
- Changes to the dollar amounts of existing line items in the Contract budget. Grantees cannot exceed the amount listed for each line item.
- Changes in staff positions charged to the grant.

To request a budget amendment, Grantees must use the Excel spreadsheet version of the budget Contract, make the desired changes and email it to the Grant Manager along with an explanation of the reasons for the amendment and the specific changes. The requested changes must be eligible expenses, as described in the 2026 Capacity Building RFP and Program Manual. The changes must also be consistent with the scope of work, work plan and proposal.

#### **4.07 Scope of Work and Work Plan Amendments**

It is the nature of capacity building that a modification to the scope of work and work plan may be necessary as the project takes shape. To request a scope of work and work plan amendment, the Grantee should update the Excel spreadsheet version of the Work Plan with their requested changes. They should email this spreadsheet to the Grant Manager with an explanation of the need for these changes. The requested changes must be in line with the primary purpose, goals and outcomes of the grant proposal. Work that is done before an amendment is finalized is not eligible for payment.

## 4.08 Grant Period Extension

Grant Period extensions are allowed in six months increments for up to three extensions (18 months total). To request a grant period extension, the Grantee should email their request to the Grant Manager three months prior to the end of the grant period. If a Grantee requests an extension with less than three months remaining in the Grant Period, it is possible that the amendment will not be ready prior to the end of the Grant Period. If that is the case, the Grantee must pause work and cannot charge expenses to the Capacity Building Grant until the amendment is signed. A Grant Period Extension is not possible after the Contract has expired.

## Chapter 5 – Data Privacy and Reporting

### 5.01 Government Data Practices Act

The Grantee and Minnesota Housing must comply with the Minnesota Government Data Practices Act (Data Practices Act) ([Minn. Stat. Ch. 13](#)). The Data Practices Act applies to all data provided by Minnesota Housing under the Contract, and it applies to all data created, collected, received, stored, used, maintained or disseminated by the Grantee under the Contract. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this section by either the Grantee or Minnesota Housing.

The Data Practices Act provides that the collection and use of not public data including private and confidential data on individuals “shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.” [Minn Stat. 13.05, subd. 3](#). The Grantee also must “establish appropriate security safeguards” including that data are “only accessible to persons whose work assignment reasonably requires access to the data and is only be accessed by those persons for purposes described in the procedure.” [Minn. Stat. 13.05, subd. 5\(a\)\(2\)](#). The Grantee will ensure that it protects any not public data it receives. Private or confidential information on individuals may include but is not limited to:

1. Name
2. Email address, phone number or other contact information
3. Photos

Grantees should contact Minnesota Housing with any questions about the Data Practices Act and whether a request it received is considered a data request. If the Grantee receives a request to release the data referred to in this section, the Grantee must immediately notify Minnesota Housing. Minnesota Housing will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee’s response to the request shall comply with applicable law.

## 5.02 Record Keeping

Grantees and subgrantees are responsible for maintaining records that document the use of all Grant Funds. Grantees must save copies of all books, records, program files, documents and accounting procedures related to the grant in a secure and organized format. These records must be saved in a location that can be easily accessed by the Executive Director, the Authorized Grant Representative and any other key staff and leadership that need to access the records for reporting and compliance purposes. Grantees must maintain these documents for a minimum of six years from the end of the Contract. Minnesota Housing reserves the right to review all records during this six-year period, and records must be made available to Minnesota Housing upon request. Grantees that are unable to produce the required records within the requested time period create concerns about misuse of funds. Depending on the circumstances, inability to provide the required documentation in a timely manner may lead to repayment of funds and contract termination.

Documents to save and retain include, but are not limited to:

- Executed Contract
- Reports submitted by the Grantee to Minnesota Housing
- Invoices, and supporting invoice documentation (receipts, proof of payment, employee payroll, etc.)
- Documentation submitted by any subgrantees
- Written approvals from Minnesota Housing Grant Manager

## 5.03 Reporting

Grantees must submit a narrative and financial report in a format required by Minnesota Housing. Financial reports must be submitted approximately every three months as outlined in the Contract. Narrative and financial reports, along with supporting documentation of expenses, must be submitted approximately every six months as outlined in the Contract. Grantees should complete the Travel Reimbursement Form, attach the applicable documentation and submit at the same time as the financial report when possible. Grantees must meet with the Minnesota Housing Grant Manager after the first year of the Contract to discuss progress. For Grantees required to have an annual monitoring, the monitoring visit will serve as this meeting. Grantees must also submit a final report outlining proposed and achieved outcomes and complete expenditures.

## 5.04 Reporting Schedule

Grantees should reference the Contract for the reporting schedule, the financial report template and the items to be covered in the narrative report. Grantees should also reference the Contract for the timing of advanced payments.

Grantees are required to submit travel reimbursement requests, financial and narrative reports by the due dates listed in the Contract and meet with the Grant Manager after the first year to discuss grant progress. Exact dates will be determined upon Contract execution. Grantees should reference their Contract for exact dates and any additional requirements.

Grantees that submit interim reports more than three months late will be out of compliance with the Contract and the Contract may be subject to termination. Final reports are eligible for a reasonable extension in the case of extenuating circumstances. If extenuating circumstances arise, the Grantee should email the Grant Manager promptly after becoming aware of those circumstances, describe the issue and request a reasonable extension. The Grant Manager will consider the request and will respond in writing whether they grant the request. If the request is approved, the Grant Manager will provide the new deadline by which the report must be submitted. No more than three report extensions will be allowed during a grant period.

### **5.05 Travel Expense Reports**

Travel expenses must be specifically allowed by the Contract and included in the Contract budget to be an allowable expense. Travel expenses are paid via reimbursement. Grantees must submit documentation of travel expenses including, but not limited to, any mileage, hotel receipts, car rental, flights and identify applicable meals. Travel reimbursement rates must follow the applicable year of the [Nonrepresented Employees Compensation Plan](#). Grantees should note that covered meals and meal reimbursement rates may be different than the Federal General Services Administration reimbursement rates.

## **Chapter 6 – Grant Payment Process and Schedule**

The Capacity Building Grant Program is a primarily advance payment grant program subject the approval by Minnesota Housing. However, travel expenses which are paid on a reimbursement basis. After the initial advanced payment is disbursed, Grantees must meet applicable reporting, financial documentation and monitoring requirements and spend at least 50% of current Grant Funds in order to receive subsequent advanced payments. The advanced payment amount is calculated from the “Compensation” amount identified in the Contract which is the “Total Obligation” amount minus travel expenses. Grantees must have completed a satisfactory annual financial reconciliation to receive the next disbursement outlined in the Contract.

## Appendix A – Terms

### *Terms and Definitions*

| Term                 | Definition                                                                                                                                                                                                                                                                                                                |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contract             | The Grant Contract executed between Minnesota Housing Finance Agency and the Grantee for the Capacity Building Program.                                                                                                                                                                                                   |
| Grantee(s)           | Recipient(s) in a Contract with Minnesota Housing to receive Capacity Building Grant Funds                                                                                                                                                                                                                                |
| Minnesota Housing    | The Minnesota Housing Finance Agency.                                                                                                                                                                                                                                                                                     |
| Grant Period         | The time period that runs from the Effective Date until the last date during which work can be performed and funds can be spent.                                                                                                                                                                                          |
| Contract Expiration  | The date the Grant Contract expires.                                                                                                                                                                                                                                                                                      |
| Data Practices Act   | References the Minnesota Government Data Practices Act (Minn. Stat. Ch. 13).                                                                                                                                                                                                                                              |
| Technical Assistance | Activities which include providing training, education, and/or other supports to build the capacity of one or more individuals, organizations, jurisdictions, and/or Tribal Governments and Tribal Business Entities.                                                                                                     |
| Sub-Grant            | Money awarded by Minnesota Housing that is intended to be passed through the Grantee-organization in the form of a sub-grant to build the capacity of one or more: (A) local government entities; (B) Tribal Governments and Tribal Business Entities; (C) private organizations, including not-for-profit organizations. |

## **Appendix B – Legal Addendum**

### **Conflict and Control**

In the event of any conflict between the terms of this Addendum and the document to which it is attached, the terms of this Addendum will govern and control.

### **Fraud**

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

Any person or entity (including its employees and affiliates) that enters into a Contract 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 communication channels described in section 7.07 below.

### **Misuse of Funds**

A contracting party that receives funding from Minnesota Housing 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 recipient to pay for those activities, goods or services. Regardless of the Minnesota Housing program or funding source, the recipient must use Minnesota Housing funds as agreed, and the recipient 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 recipient; or (2) a recipient cannot provide adequate documentation to establish that Minnesota Housing funds were used in accordance with the terms and conditions of the contract.

Any recipient (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 communication channels described in section 7.07 below.

### **Conflict of Interest**

A conflict of interest – Actual, Potential or Appearance of a Conflict of Interest – 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 Conflict of Interest or Appearance of a Conflict of Interest exists even if no unethical, improper or illegal act results from it.

- **Actual Conflict of Interest:** An Actual Conflict of Interest occurs when a person's decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict.
- **Potential Conflict of Interest:** A Potential Conflict of Interest may exist if a person has a relationship, affiliation or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations or interests.
- **Appearance of a Conflict of Interest:** The Appearance of a Conflict of Interest means any situation that would cause a reasonable person, with knowledge of the relevant facts, to question whether another person's personal interest, affiliation or relationship inappropriately influenced that person's action, even though there may be no Actual Conflict of Interest.

A conflict of interest includes 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 Partner, Family Member, Relative, Friend, Business or other Outside Interest with which they are involved. Such terms are defined below.

- **Business:** Any company, corporation, partnership, proprietorship, firm, enterprise, franchise, association, organization, self-employed individual or any other legal entity which engages either in nonprofit or profit-making activities.
- **Family Member:** A person's current and former spouse; children, parents, and siblings; current and former children-in-law, parents-in-law, and siblings-in-law; current and former stepchildren and stepparents; grandchildren and grandparents; and members of the person's household.
- **Friend:** A person with whom the individual has an ongoing personal social relationship. "Friend" does not generally include a person with whom the relationship is primarily professional or primarily based on the person being a current or former colleague. "Friend" does not include mere acquaintances (i.e., interactions are coincidental or relatively superficial). Social media friendships, connections, or links, by themselves, do not constitute friendship.
- **Outside Interest:** An Outside Interest may occur when an individual, their Family Member or their Partner has a connection to an organization via employment (current or prospective), has a financial interest or is an active participant.
- **Partner:** A person's romantic and domestic partners and outside Business partners.
- **Relative:** Uncle or aunt; first or second cousin; godparent; godchild; other person related by blood, marriage or legal action with whom the individual has a close personal relationship.

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 a contract with Minnesota Housing must avoid and immediately disclose to Minnesota Housing any and all conflicts of interest through one of the communication channels described in section 7.07 below.

## **Assistance to Employees and Affiliated Parties**

Any party entering into a contract with Minnesota Housing for the purpose of receiving an award or benefit in the form of a loan, grant, combination of loan and grant or other funding is restricted in issuing a loan, grant, combination of loan and grant or other funding to a recipient ("Affiliated Assistance") who is also: (1) a director, officer, agent, consultant, employee or Family Member of an employee of the contracting party; (2) an elected or appointed official of the State of Minnesota; or (3) an employee of Minnesota Housing, unless each of the following provisions are met:

- The recipient meets all eligibility criteria for the program;
- The assistance does not result in a violation of the contracting party's internal conflict of interest policy, if applicable;
- The assistance does not result in a conflict of interest as outlined in section 7.04 above;
- The assistance is awarded utilizing the same costs, terms and conditions as compared to a similarly situated unaffiliated recipient and the recipient receives no special consideration or access as compared to a similarly situated unaffiliated recipient; and
- The assistance is processed, underwritten and/or approved by staff/managers who are independent of the recipient and independent of any Family Member of the recipient. Family Member is defined in section 7.04 above.

A contracting party need not disclose Affiliated Assistance to Minnesota Housing. However, the contracting party must document and certify, prior to the award, that the Affiliated Assistance meets each of the provisions outlined above. This documentation must be included in the Affiliated Assistance file and must be made available to Minnesota Housing upon request. Affiliated Assistance that does not meet each of the provisions outlined above will be considered a violation of Minnesota Housing conflict of interest standards and must be reported by the contracting party through one of the communication channels outlined in section 7.07 below.

## Suspension

By entering into any contract 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 contract) 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](#) (Go to mnhousing.gov, scroll to the bottom of the screen and select Report Wrongdoing, then select Suspensions from the menu).

## Disclosure and Reporting

Minnesota Housing promotes a “speak-up, see something, say something” culture whereby internal staff must immediately report instances of fraud, misuse of funds, conflicts of interest or other concerns without fear of retaliation through one of the communication channels listed below. External business partners (e.g., administrators, grantees or borrowers) and the general public are strongly encouraged to report instances of fraud, misuse of funds, conflicts of interest or other concerns without fear of retaliation using these same communication channels.

- MHFA's Risk and Internal Controls Director at 651.296.7608 or 800.657.3769 or by email at [MHFA.ReportWrongdoing@state.mn.us](mailto:MHFA.ReportWrongdoing@state.mn.us);
- Any member of MHFA's [Servant Leadership Team](#) as denoted on MHFA's current organizational chart (Go to mnhousing.gov, scroll to the bottom of the screen and select About Us, select Servant Leadership Team); or
- [Report Wrongdoing or Concerns \(mnhousing.gov\)](#) (Go to mnhousing.gov, scroll to the bottom of the screen and select Report Wrongdoing).

## Electronic Signatures

Minnesota Housing will use and accept e-signatures on eligible program documents subject to all requirements set forth by state and federal law and consistent with Minnesota Housing policies and procedures. The use of e-signatures for eligible program documents is voluntary. Questions regarding which documents Minnesota Housing permits to be e-signed should be directed to Minnesota Housing staff.

## Fair Housing Policy

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 Title VI of the Civil Rights Act of 1968; the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendment Act of 1988; and the Minnesota Human Rights Act. Housing providers and other entities involved in real-estate related transactions are expected to comply with the applicable statutes, regulations and related policy guidance. Housing providers should ensure that admissions, occupancy, marketing and operating procedures comply with non-discrimination requirements. Housing providers and other entities involved in real-estate related transactions must comply with all non-discrimination requirements related to the provision of credit, as well as access to services.

In part, the Fair Housing Act and the Minnesota Human Rights Act make it unlawful, because of protected class status, to:

- Discriminate in the selection/acceptance of applicants in the rental of housing units;
- Discriminate in the making or purchasing of loans for purchasing, constructing or improving a dwelling, or in the terms and conditions of real-estate related transactions;
- Discriminate in the brokering or appraisal of residential property;
- Discriminate in terms, conditions or privileges of the rental of a dwelling unit or services or facilities;
- Discriminate in the extension of personal or commercial credit or in the requirements for obtaining credit;
- Engage in any conduct relating to the provision of housing that otherwise make unavailable or denies the rental of a dwelling unit;
- Make, print or publish (or cause to make, print or publish) notices, statements or advertisements that indicate preferences or limitations based on protected class status;
- Represent a dwelling is not available when it is in fact available;
- Refuse to grant a reasonable accommodation or a reasonable modification to a person with a disability;
- Deny access to, or membership or participation in, associations or other services organizations or facilities relating to the business of renting a dwelling or discriminate in the terms or conditions of membership or participation; or
- Engage in harassment or quid pro quo negotiations related to the rental of a dwelling unit.

Minnesota Housing has a commitment to affirmatively further fair housing for individuals with disabilities by promoting the accessibility requirements set out in the Fair Housing Act, which establish design and construction mandates for covered multifamily dwellings and requires those in the business of buying and selling dwellings to make reasonable accommodations and to allow persons with disabilities to make reasonable modifications.

## **Minnesota Government Data Practices**

Minnesota Housing, and any party entering into a contract with Minnesota Housing, must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota Housing under the contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the contracting party under the contract. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this section by either the contracting party or Minnesota Housing. If the contracting party receives a request to release the data referred to in this section, the contracting party must notify Minnesota Housing. Minnesota Housing will give the contracting party instructions concerning the release of the data to the requesting party before the data is released. The contracting party's response to the request shall comply with applicable law.