

Getting Acquainted with Your FY 2018 Financial Assistance Award Assistance Agreement

CDFI Program and NACA Program

Presentation Purpose



- The purpose of this presentation is to help FY 2018 CDFI and NACA Program Recipients understand the requirements, terms, and conditions of the Assistance Agreement for their Financial Assistance (FA) award.
- References to FA awards in this presentation include both CDFI and NACA Program Recipients, unless otherwise stated.
- This information is for educational purposes only.

Presentation Objectives



- Describe the Assistance Agreement and its purpose.
- Show what the Assistance Agreement looks like.
- Explain what the Assistance Agreement contains.
- Provide instructions on what to do with your Assistance Agreement.
- Provide information about modifying or amending your Assistance Agreement.

Presentation Topics



Assistance Agreement Overview

 Assistance Agreement Availability

Assistance Agreement Components

Other Important Assistance Agreement Information

Authorized Financial Assistance Activities

Making Changes to an Assistance Agreement

Loan Documents and Standard Loan Product



- The Assistance Agreement is a legally binding contract between the CDFI Fund and the Recipient.
- The terms of the Assistance Agreement are based on the Recipient's institution type, award type, information submitted in the application, and other factors, such as matching funds.
- All CDFI and NACA Program Award Recipients must execute an Assistance Agreement prior to receiving their initial payment.



- The Assistance Agreement contains the following key components:
 - Annual Reporting requirements and associated deadlines;
 - Performance Goals & Measures (PG&Ms);
 - Eligible Activities for award funds;
 - General Award Terms and Conditions;
 - Promissory Note and Loan Terms (for awards in the form of loans only); and
 - Schedules for other forms of award, as applicable (based on matching funds).

- CDFI FUND
- Recipients should read the entire Assistance Agreement.
 - Recipients with awards from multiple funding rounds should read each agreement closely, as terms and conditions change from year to year.
 - Recipients must adhere to reporting requirements, PG&Ms, and associated deadlines.
- Recipients should keep a copy of their Assistance Agreement on file.
 - A copy of the Assistance Agreement may be found in your organization's 2018 FA award record, which is stored in the CDFI Fund Awards Management Information System (AMIS).
- Recipients should create a calendar reminder with due dates for reports. You may use the reporting schedule in AMIS to find the report due dates.



- The Assistance Agreement must be signed by an Authorized Representative listed in the Recipient's AMIS account.
- The Authorized Representative must have the legal authority to enter into the Assistance Agreement on behalf of the Recipient's organization.
- Consultants <u>cannot</u> sign the Assistance Agreement on behalf of the Recipient's organization.



- The CDFI Fund urges Recipients to review the Assistance Agreement very carefully before signing the document as the CDFI Fund expects Recipients to fulfill <u>all</u> terms and conditions and meet deadlines therein.
- The CDFI Fund will contact the Authorized Representative if additional information regarding the Assistance Agreement is needed.



- Throughout the Period of Performance of the Assistance Agreement, Recipients are required to report on their progress toward meeting the Performance Goal and Measure (PG&M) benchmarks.
 - Recipients that meet all terms and conditions of the Assistance Agreement are considered to be compliant.
 - Recipients that fail to meet the terms and conditions of the Assistance Agreement are considered to be noncompliant.

• FA Objectives Performance Goals and Measures (PG&Ms):

- PG&Ms are determined by the FA Objective(s) selected by Recipients in their application;
- The benchmark amount of the selected PG&M is determined by projected activity provided by the Recipient in its application.
- Unlike FY 2017 Assistance Agreements, PG&M benchmarks were not reduced on a pro-rata basis determined by the amount of the award size received versus the award amount requested.
- The CDFI Fund implemented a floor, based on the Recipient's historic activity levels and/or its award size, for most PG&Ms to ensure a minimum amount of activities are achieved.



- State and/or county FIPS Code(s) selected in the Recipient's Application are included in New Geographic Area(s) PG&M.
- New Financial Product(s)/Service(s) Line of Business(LOB), Name(s), and Type(s) from the Recipient's Application are included in New Financial Product(s)/Service(s) PG&Ms.
- New Development Service Type and Development Service Names(s) will be included in the New Development Service(s) PG&M.
- New PG&M related to Disability Fund-FA awards for Recipients with DF-FA awards.
- The key changes highlighted in this presentation are <u>not</u> all inclusive. Recipients should closely review their agreement as terms and conditions change year to year.

 State and/or county FIPS Code(s) from the Application are included in the New Geographic Area(s) PG&M.

State Abbreviation	State FIPS	State or County		County FIPS (if applicable)	
Benchmarks:					Table will include State and/or
			Dollar Amount (\$)	% of Total Projected Financial Products	county FIPS Code(s) included in your application.
Total dollar amoun Products:	nt of Projected	Financial			
Period of Perform (25%):	ance, Year 1 be	nchmark		25%	
Period of Performance, Year 2 benchmark (50%):				50%	
Period of Performance, Year 3 benchmark (90%):				90%	



 New Financial Product(s)/ LOB, Name(s), and Type(s) from the Application are included in the New Financial Product(s) PG&M.

New Financial Product Line of Business	Financial Product Name(s)	Financial	Product Type(s)	
Benchmarks:			N of Total	Table will include New Financial Product(s) Data from your
	Ar	Dollar nount (\$)	% of Total Projected New Financial Products	application.
Total dollar amount of Proje Financial Products:	ected New			
Period of Performance, Yea (25%):	r 1 benchmark		25%	
Period of Performance, Year 2 benchmark (50%):			50%	
Period of Performance, Year 3 benchmark (90%):			90%	



 New Financial Services(s)/ LOB, Name(s), and Type(s) from the Application are included in the New Financial Services(s) PG&M.

	Financial Service Name(s)		Financial Service Type(s)		
Benchmarks:					Table will include New Financial Service(s) Data from your
	Total Num (#)	ber	% of Total Projected New Financial Services	application.	
Total number of Projected Services:	New Financial				
Period of Performance, Yea (25%):			25%		
Period of Performance, Year 2 benchmark (50%):				50%	
Period of Performance, Year 3 benchmark (90%):				90%	



 New Development Service Type and Development Service Names(s) will be included in the New Development Service(s) PG&M.

New Development Service Type De	velopment Service	Names(s)	
Benchmarks:			Table will include New Development Service Type and
	Clients Served	% of Total New Projected Development Services	Name(s) from your application
Total Projected Clients Served by New Development Services:			
Period of Performance, Year 2 benchmark (50%):		50%	
Period of Performance, Year 3 benchmark (90%):		90%	



Recipients with a DF-FA award will have a • PG&M specific to DF-FA.

4-1 [Applicable/ Not Applicable] Disability Funds: At the end of each year of the Period of Performance, the Recipient must have closed Financial Products that benefit individuals with disabilities in an amount equal to: 5% of the total DF-FA (exclusive of Base-FA, PPC-FA, or HFFI-FA) by the end of Year 1 of the Period of Performance, 50% of the total DF-FA (exclusive of Base-FA, PPC-FA, or HFFI-FA) by the end of Year 2 of the Period of Performance, and 85% of the total DF-FA (exclusive of Base-FA, PPC-FA, or HFFI-FA) by the end of Year 3 of the Period of Performance. The Recipient may satisfy this goal using the DF-FA award or other available funds on its balance sheet. The Financial Products that benefit individuals with disabilities do not need to be provided in the Recipient's approved Target Market but must be in an Eligible Market, Financial Products reported under Performance Goal 4-1 may not be reported under any other Performance Goal.

	Dollar Amount (\$)	% To Benefit Individuals with Disabilities
Total dollar amount of		N/A
DF-FA:		
Period of Performance,		5%
Year 1 benchmark (5%):		
Period of Performance,		50%
Year 2 benchmark (50%):		
Period of Performance,		85%
Year 3 benchmark (85%):		





- All activities must be in an Eligible Market(s) and/or the Applicant's approved Target Market(s) to satisfy the PG&Ms.
- Eligible Market is defined to mean (i) a geographic area meeting the requirements set forth in 12 C.F.R. § 1805.201(b)(3)(ii), or (ii) individuals that are Low-Income, African American, Hispanic, Native American, Native Hawaiian residing in Hawaii, Alaska Native residing in Alaska, or Other Pacific Islanders residing in American Samoa, Guam or the Northern Mariana Islands.

Presentation Topics



Assistance Agreement Overview

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Assistance Agreement Notification



- An e-mail notification is sent when the Assistance Agreement is available in each Recipient's AMIS account.
 - The e-mail will be sent to the Authorized Representative and Point(s) of Contact listed in the Recipient's FY 2018 FA Application as well as those listed as Authorized Representatives in a Recipient's Organization Profile.
 - The e-mail will contain three attachments the Transmittal Letter, Instructions for Accessing and Signing the Assistance Agreements in AMIS, and Certificate of Good Standing Instructions – that provide detailed instructions regarding the award closing process.

Assistance Agreement Notification



- The Assistance Agreement will be available in the Notes & Attachments section of the Recipient's award record in AMIS.
- Recipients of PPC-FA, DF-FA, and/or HFFI-FA, will receive only one Assistance Agreement that will cover each of the applicable awards.
- To ensure you receive e-mail communications, <u>AMIS@cdfi.treas.gov</u> should be listed as a safe sender by your e-mail system.

Assistance Agreement Process

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• This slide highlights the steps to finalize the Assistance Agreement (AA) and receive award payment.

Step 1: Recipient receives email notification that the AA is available in AMIS



Step 2: Recipient reviews and signs the AA, submits required documents

Step 3: Compliance review is completed for prior recipients

Step 6: Recipient receives initial payment Step 5: Recipient receives email notification that countersigned AA cover page is available in AMIS

Step 4: Program Manager countersigns AA, payment processing begins

Assistance Agreement Timeline



- The following Recipients can expect to receive their Assistance Agreements first:
 - SECA and NACA FA Recipients; and
 - Core FA Recipients that provided 100% in-hand matching funds.
- Core FA Recipients that did not have 100% in-hand matching funds at the time of award will receive their Assistance Agreements after submitting an updated matching funds workbook that demonstrates they have in-hand matching funds totaling their award amount.

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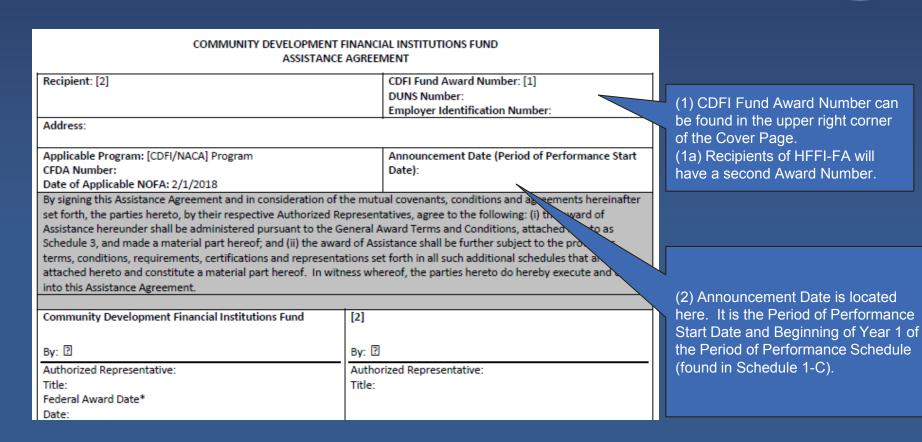
Loan Documents and Standard Loan Product

Assistance Agreement Components



- This section discusses key components to the Assistance Agreement, such as:
 - Annual Reporting Requirements;
 - PG&Ms; and
 - Screenshots of relevant and frequently referenced pages and Schedules.
- Note: Screenshots are provided to familiarize and orient Recipients with the Assistance Agreement. Please note that your customized Assistance Agreement may differ in format and content.

Assistance Agreement Cover Page



Assistance Agreement Cover Page FA Details

Recipient Information							
Entity Type: [Regulated	d/Non-regulated/Sp						
Depository Institution	Holding Company:		Amount of Award (including				
Subsidiary Depository Institution (if applicable):			Subsidiary Depository Institution Employer Identification Number (if applicable):				PPC-FA, DF-FA, and HFFI- FA)
Financial Assistance							
Award Type	Base Financial	Persistent Povert	y	Disability Funds	FFI Financi	al Assistance (HFFI-	
	Assistance	County Financial		Financial	FA)		
	(Base-FA)	Assistance (PPC-F	·A)	Assistance (DF- FA)			Specific Authorized HFFI-
Award Amount	Ş	\$		Ş	\$		FA Activities are outlined in
Matching Funds: [Applicable or Not Applicable]							Schedule 2-B
Award Type	Initial Payments	Form of Award					
		Grant		Loan	Equity	Total	
Base-FA, DF-FA, and PPC-FA	\$,			
HFFI-FA	\$	Į					
* The Federal Aw	ard Date shall be the	the CDFI Fund	l's signatu	ire block above.			·
		Initial Payme	ent(s)				Amount and Form of Award including PPC-FA, DF-FA, and
							HFFI-FA):

Annual Reporting Requirements (Schedule 1-A)



Report	Description
Single Audit Report	Non-profit Recipients must complete an annual Single Audit pursuant to the Uniform Requirements (2 C.F.R. 200.500) if they expend \$750,000 or more in Federal awards in their FY, or such other dollar threshold established by OMB pursuant to 2 C.F.R. 200.500. If a Single Audit is required, it must be submitted electronically to the Federal Audit Clearinghouse. The Recipient may also submit the Single Audit via its AMIS account, but this does not eliminate the requirement to submit the Single Audit to the Federal Audit Clearinghouse.
Financial Statement Audit Report (Non-profit Recipients including Insured Credit Unions)	Non-profit Recipients (including Insured Credit Unions) must submit a Financial Statement Audit (FSA) report, along with the Recipient's statement of financial condition audited or reviewed by an independent certified public accountant, if any are prepared. Under no circumstances should this be construed as the CDFI Fund requiring the Recipient to conduct or arrange for additional audits not otherwise required under Uniform Requirements or otherwise prepared at the request of the Recipient or parties other than the CDFI Fund. The FSA report is submitted through the Recipient's AMIS account.
Financial Statement Audit Report (For-profit Recipients)	For-profit Recipients must submit a FSA report, along with the Recipient's statement of financial condition audited or reviewed by an independent certified public accountant. The FSA report is submitted through the Recipient's AMIS account.

Annual Reporting Requirements (Schedule 1-A) (Continued)



Report	Description
Financial Statement Audit Report (Depository Institution Holding Company (DIHC) and Insured Depository Institution)	If the Recipient is a DIHC or an Insured Depository Institution, it must submit a FSA report in AMIS.
Transaction Level Report (TLR)	The Recipient must submit a TLR to the CDFI Fund through its AMIS account. If the Recipient is a DIHC that deploys all or a portion of its Financial Assistance through its Subsidiary Insured Depository Institution, that Subsidiary Insured Depository Institution must also submit a TLR. Furthermore, if the DIHC itself deploys any portion of the Financial Assistance, the DIHC must submit a TLR.
Shareholders Report	If the Assistance is in the form of an Equity Investment, the Recipient must submit shareholder information to the CDFI Fund showing the class, series, and number of shares and valuation of capital stock held or to be held by each shareholder. The Shareholder Report must be submitted for as long as the CDFI Fund is an equity holder. The Shareholder Report is submitted through the Recipient's AMIS account.

Annual Reporting Requirements (Schedule 1-A) (Continued)



Report	Description
Performance Progress Report (PPR)	All Recipients must submit the PPR. The PPR Report is submitted through the Recipient's AMIS account.
Uses of Award Report	All Recipients must submit the Uses of Award Report to the CDFI Fund. The Uses of Award Report is submitted through the Recipient's AMIS account.

Annual Report Submission Deadlines (Schedule 1-B)



Report	Due
Single Audit Report	Nine (9) months after the end of each year of the Period of Performance
Financial Statements Audit Report	Six (6) months after the end of each year of the Period of Performance
Transaction Level Report (TLR)	Six (6) months after the end of each year of the Period of Performance
Shareholders Report	Six (6) months after the end of each year of the Period of Performance
Performance Progress Report (PPR)	Three (3) months after the end of each year of the Period of Performance
Uses of Award Report	Three (3) months after the end of each year of the Period of Performance

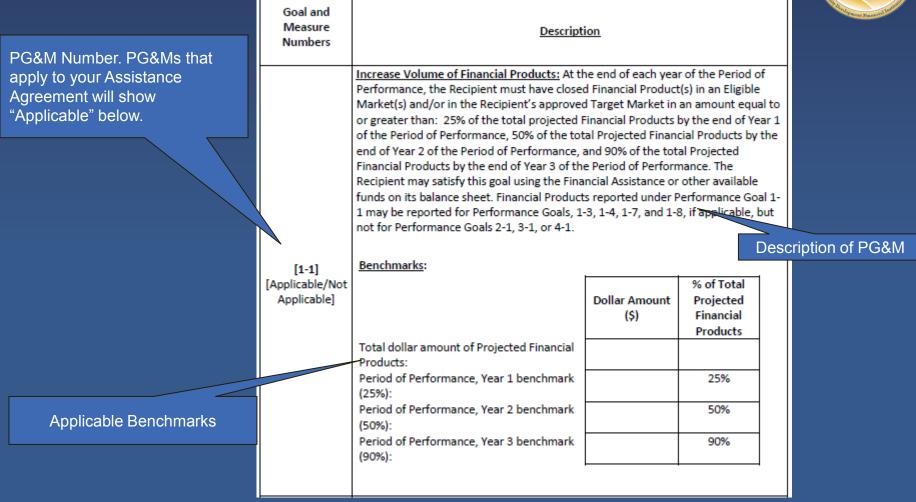
Performance Goals & Measures (Schedule 1-C)



- PG&Ms are performance benchmarks that a Recipient must meet in order to remain in compliance with the Assistance Agreement.
 - PG&Ms for all institution and award types will be visible in the Assistance Agreement.
- Note: In addition to the PG&Ms, compliance is also dependent upon timely report submissions and, if applicable, an unqualified audit opinion and an absence of material weakness findings in the Single Audit.

Sample Performance Goals & Measures (Schedule 1-C)

CDFI FUND



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General Award Terms & Conditions (Schedule 3): Receiving Payments



- To receive award payments, Recipients must:
 - Electronically sign the Assistance Agreement and upload all required documentation into AMIS (e.g. Certificate of Good Standing).
 - Provide In-Hand Matching Funds documentation for 100% of FA award amount (Core FA Recipients only).
 - Maintain compliance with terms & conditions of any prior award from the CDFI Fund.
 - Maintain accurate banking information in the System for Award Management (SAM). <u>SAM information must be updated every</u> <u>six (6) months!</u>
 - If the entire amount of the award is not disbursed in the initial payment, Recipients must submit a Subsequent Payment Request at least 30 days prior to the end of the Period of Performance.

General Award Terms & Conditions (Schedule 3): Matching Funds



- Core FA Recipients are responsible for ensuring that Matching Funds used for the FY 2018 award meet the following criteria:
 - Have not been used by the Recipient to satisfy a legal requirement under another Federal grant or award program;
 - Are considered non-federal in nature;
 - Have documentation to prove receipt of funds and eligibility; and
 - Adhere to the guidance published by the CDFI Fund.

Depository Institution Holding Company (DIHC) Recipients



- DIHC Recipients that deploy a FA award through a Subsidiary CDFI Insured Depository Institution, must use the award funds to capitalize the Subsidiary CDFI Insured Depository Institution to carry out Authorized FA Activities.
- The name and Employer Identification Number (EIN) of the Subsidiary CDFI Insured Depository Institution that will carry out the award activities will be included in the Assistance Agreement.

Depository Institution Holding Company (DIHC) Recipients Cont'd

- The DIHC Recipient must ensure that the transfer of funds to the Subsidiary CDFI Insured Depository Institution meets the requirements described in section 200.331 of the Uniform Requirements.
- DIHC Recipients should consult their regulators to determine if a FA award that a DIHC passes through to a Subsidiary CDFI may be considered Tier 1 capital.

Material Events



- You must advise the CDFI Fund of certain Material Events that occur during the Period of Performance of your Assistance Agreement.
 - If a Material Event occurs, your organization must notify the CDFI Fund by submitting a Material Event Form via a Service Request initiated in your organization's AMIS account.
 - The form must be submitted within 30 days of the occurrence of a material event.
 - Please review section 5.8 of the General Terms and Conditions of your Assistance Agreement for additional information.

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General Award Terms & Conditions (Schedule 3): Authorized Activities



- Award funds can be spent on the following Authorized Activities outlined in the Schedule 3 of the Assistance Agreement:
 - Financial Products, Financial Services, Development Services, Loan Loss Reserves, Capital Reserves.
 - 15% of total award can be used on Direct Administrative Expenses related to the above activities.
- All FA Eligible Activities must be in an Eligible Market(s) and/or the Applicant's approved Target Market(s).
- The CDFI Fund reserves the right to require the Recipient to repay all or a portion of the award if the Recipient expends funds for an ineligible activity.

General Award Terms & Conditions (Schedule 3): Authorized Activities



- Direct Administrative Expenses are Direct Costs, as described in section 200.413 of the Uniform Requirements, which are incurred by the Recipient to carry out the Financial Assistance Project. Such costs must be able to be specifically identified with the Project and not also recovered as Indirect Costs.
 - For example, the salary for a loan officer is a Direct Administrative Expense for Financial Products; the salary expense is proportional to the loan officer's workload of providing Financial Products.

General Award Terms & Conditions (Schedule 3): Authorized Activities



- Indirect Costs as described in section 200.56 of the Uniform Requirements are **not allowable**.
 - Costs that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a specific sponsored project.
 - Indirect costs typically include salaries of staff not directly tied to the provision of Financial Products, depreciation expenses, interest to pay off debt, equipment and capital improvement, and maintenance expenses.
 - For example, the salary for maintenance staff in the building where loans are provided is an indirect expense, and not allowable.

Authorized Activity Questions



- If you want to spend award funds on something that does not fit into the previously mentioned Authorized Activities categories, or if you are unsure, please consult the Uniform Requirements, Part 200. (2 CFR 200).
 - Cost principles are found in Subpart E.
 - Contact the CDFI Fund before expending funds if you have questions (contact information is available at the end of the presentation).
 - Recipients are responsible for funds expended on unallowable activities.

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Making Changes to an Assistance Agreement



- Before an Assistance Agreement has been executed, Recipients have the opportunity to request a modification to their Assistance Agreement.
 - Modifications must be requested by submitting a Service Request and completing the Request Change form in AMIS.
- In accordance with Section 7.9 of the Assistance Agreement, a Recipient may request an Amendment after their Assistance Agreement has been executed.
 - Amendments requests must be submitted via a Service Request in AMIS.
- The CDFI Fund will approve modification and/or amendment requests on a limited basis at its own discretion. Recipients should <u>not</u> assume that all modification and/or amendment requests that are submitted will be approved.

Making Changes to an Assistance Agreement



- The following can be done without an amendment:
 - Transferring funds between Eligible Activities.
 - Changing the name of the organization by submitting a Service Request in AMIS with supporting documentation attached.

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Loan Documents



- Core FA Recipients that submit loans as a source of matching funds will receive award funds in the form of the Standard Loan Product.
- Based on the loan amount submitted, a Recipient will receive a standard loan with an interest rate of 2.24% with a thirteen year term.
- The loan is interest-only for the first ten years and will fully amortize for the last three years of the term.

Loan Documents



- For Core FA Recipients with loan-component awards, a Promissory Note will be included in the Assistance Agreement package as Attachment A and a Loan Repayment Schedule will be included as Attachment B:
 - The promissory note sets the principal, interest rate, and term of the loan, and is a legal agreement between the Recipient and the CDFI Fund stating that the Recipient agrees to repay.

Loan Documents: Promissory Note

Attachment A Award No.: [1] Awardee: [2]

PROMISSORY NOTE

Washington, DC Date: _____

FOR VALUE RECEIVED, the undersigned, _________ (the Recipient) hereby promises to pay to the order of the Community Development Financial Institutions Fund (the CDFI Fund), a wholly owned government corporation within the U.S. Department of the Treasury, at 1500 Pennsylve and Avenue, N.W., Washington, DC 20220, or to order, up to the principal sum of \$______ (or such lesser amount as shall equal the aggregate unpaid principal amount of the loan paid by the CDFI Fund to the Recipient under the Assistance Agreement), payable in its entirety in _____ years by the date of maturity of this promissory note (this Note), ______, (the Maturity Date). The loan funds will be paid to the Recipient in one or more payments as described in section 3.3 and 3.4 of the Assistance Agreement.

The Recipient further promises to pay interest at the rate of ______(___%) per annum, accruing daily from the date hereof on the unpaid principal balance from time to time outstanding on this Note. Interest shall be payable semi-annually in arrears on the last day of June and December of each year until the Maturity Date, beginning on the first June or December after payment of the loan funds. Interest shall be computed on the basis of a year of 360 days comprised of twelve

Total Loan Amount



FY 2018 Standard Loan Product



|--|

Amount	Based on approved Matching Funds
Rate	2.24% fixed rate
Term	Thirteen (13) years
Principal	Principal amortized payments due in years eleven through thirteen
Interest Payments	Semi-annual
Collateral Requirements	None
Lender Position	Senior

Additional Presentations



- Continue to monitor the CDFI Program and Native Initiatives sections of <u>www.cdfifund.gov</u> in order to access additional guidance and webinars regarding the FY 2018 CDFI and NACA Program Assistance Agreements.
- These materials will be posted to the <u>Step 4: Closing and</u> <u>Disbursement</u> page of both the CDFI Program and Native Initiatives sites.

Contact Information



 For questions regarding general terms and conditions of an award, reporting requirements, or allowable uses of funds, please submit a Service Request in AMIS.





This concludes the presentation.

Thank you for viewing!