



# Getting Acquainted with Your FY 2020 Financial Assistance Award Assistance Agreement

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Community Development Financial Institutions Program (CDFI Program) and  
Native American CDFI Assistance Program (NACA Program)

# Presentation Purpose



- The purpose of this presentation is to help FY 2020 CDFI and NACA Program Recipients understand the requirements, terms, and conditions of their Assistance Agreements 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

# Assistance Agreement Overview



- 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.

# Assistance Agreement Overview



- The Assistance Agreement contains the following key components:
  - Annual Reporting requirements and associated deadlines;
  - Performance Goals & Measures (PG&Ms);
  - Authorized 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).

# Assistance Agreement Overview



- 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 2020 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.

# Assistance Agreement Overview



- 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 cannot sign the Assistance Agreement on behalf of the Recipient's organization.



# Assistance Agreement Overview



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

# Assistance Agreement Overview



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

# Assistance Agreement Overview



- FA Objectives 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.
  - 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.

# Eligible Markets



- All activities must be in an Eligible Market(s) and/or the Applicant's approved Target Market 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

**Assistance Agreement Availability**

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# Assistance Agreement Notification



- An e-mail notification is sent when the Assistance Agreement is available in a 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 2020 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 includes each of the applicable awards.
- To ensure you receive e-mail communications, [AMIS@cdfi.treas.gov](mailto:AMIS@cdfi.treas.gov) should be listed as a safe sender by your e-mail system.

# Assistance Agreement Process



- 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.

# Presentation Topics



Assistance Agreement Overview

Assistance Agreement Availability

**Assistance Agreement Components**

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# 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



## COMMUNITY DEVELOPMENT FINANCIAL INSTITUTIONS FUND ASSISTANCE AGREEMENT

<b>Recipient:</b> [2]	<b>CDFI Fund Award Number:</b> [1] <b>HFFI-FA No.:</b> <b>DUNS Number:</b> <b>Employer Identification Number:</b>
<b>Address:</b>	
<b>Applicable Program:</b> [CDFI/NACA] Program <b>CFDA Number:</b> <b>Date of Applicable NOFA:</b> 2/21/2020	<b>Announcement Date (Period of Performance Start Date):</b>
By signing this Assistance Agreement and in consideration of the mutual covenants, conditions and agreements hereinafter set forth, the parties hereto, by their respective Authorized Representatives, agree to the following: (i) the award of Assistance hereunder shall be administered pursuant to the General Award Terms and Conditions, attached hereto as Schedule 2, and made a material part hereof; and (ii) the award of Assistance shall be further subject to the terms, conditions, requirements, certifications and representations set forth in all such additional schedules that are attached hereto and constitute a material part hereof. In witness whereof, the parties hereto do hereby execute and deliver this Assistance Agreement.	
<b>Community Development Financial Institutions Fund</b>	[2]
<b>By:</b> [?] Digitally Signed by on Authorized Representative: Title: Federal Award Date* Date:	<b>By:</b> [?] Digitally Signed by on Authorized Representative: Title:

(1) CDFI Fund Award Number can be found in the upper right corner of the Cover Page.  
(1a) Recipients of HFFI-FA will have a second Award Number.

(2) Announcement Date is located here. It is the Period of Performance Start Date and Beginning of Year 1 of the Period of Performance Schedule (found in Schedule 1-C).

# Assistance Agreement Cover Page

## FA Details



Recipient Information					
Entity Type: [Regulated/Non-regulated/Sponsoring Entity]					
Depository Institution Holding Company/Bank Holding Company: [Y/N]					
Subsidiary Insured Depository Institution (if applicable):			Subsidiary Insured Depository Institution Employer Identification Number (if applicable):		
Financial Assistance					
Award Type	Base Financial Assistance (Base-FA)	Persistent Poverty Counties Financial Assistance (PPC-FA)	Disability Funds Financial Assistance (DF-FA)	HFFI Financial Assistance (HFFI-FA)	
Award Amount	\$	\$	\$	\$	
Matching Funds: [Applicable or Not Applicable]				Not Applicable	
Award Type	Initial Payments	Form of Award			
		Grant	Loan	Equity	Total
Base-FA, DF-FA, and PPC-FA	\$				
HFFI-FA	\$				

\* The Federal Award Date shall be the date of the CDFI Fund's signature block above.

Amount of Award (including PPC-FA, DF-FA, and HFFI-FA)

Initial Payment(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, if applicable)

A Non-profit Recipient must complete an annual Single Audit pursuant to the Uniform Requirements (2 CFR 200.500) if it expends \$750,000 or more in Federal awards in its fiscal year, or such other dollar threshold established by OMB pursuant to 2 CFR 200.501. If a Single Audit is required, it must be submitted electronically to the Federal Audit Clearinghouse (FAC) per the schedule in Section 1-B of the Assistance Agreement.

**Financial Statement Audit Report**  
(Non-profit Recipients including Insured Credit Unions and State-Insured Credit Unions)

A Non-profit Recipient (including Insured Credit Unions and State-Insured Credit Unions) must submit a Financial Statement Audit (FSA) report in AMIS, 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.

**Financial Statement Audit Report**  
(For-profit Recipients)

For-profit Recipients must submit a FSA report in AMIS, along with the Recipient's statement of financial condition audited or reviewed by an independent certified public accountant.

# Annual Reporting Requirements (Schedule 1-A)

## (Continued)



### Report

### Description

#### **Financial Statement Audit Report (Regulated Institutions)**

If the Recipient is a Regulated Institution, it must submit a FSA report in AMIS. The Recipient may include their statement of financial condition audited or reviewed by an independent certified public accountant, if any are prepared, or indicate that such information has been provided to its regulator within the FSA report.

#### **Transaction Level Report (TLR)**

The Recipient must submit a TLR to the CDFI Fund.

If the Recipient is a Depository Institution Holding Company (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.

# Annual Reporting Requirements (Schedule 1-A)

## (Continued)



### Report

### Description

#### Performance Progress Report (PPR)

A Recipient must submit the Performance Progress Report to the CDFI Fund.

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 Performance Progress Report. Furthermore, if the DIHC itself deploys any portion of the Financial Assistance, the DIHC must submit a Performance Progress Report.

#### Uses of Award Report

A Recipient must submit the Uses of Award Report to the CDFI Fund.

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 Uses of Award Report. Furthermore, if the DIHC itself deploys any portion of the Financial Assistance, the DIHC must submit a Uses of Award Report.

#### Annual Certification Report (ACR)

Recipient must submit the Annual Certification Report to the CDFI Fund.



# 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.
- Note: In addition to the PG&Ms, compliance is also dependent upon a number of other factors, including but not limited to 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): PG&M 1-1



PG&M Number. Only PG&Ms that apply to your Assistance Agreement will appear.

Goal and Measure Numbers	Description									
[1-1] [Applicable/Not Applicable]	<p><b>Increase Volume of Financial Products:</b> At the end of each year of the Period of Performance, the Recipient must have closed Financial Product(s) in an Eligible Market(s) and/or in the Recipient's approved Target Market in an amount equal to or greater than: 25% of the total projected Financial Products by the end of Year 1 of the Period of Performance, 50% of the total Projected Financial Products by the end of Year 2 of the Period of Performance, and 90% of the total Projected Financial Products by the end of Year 3 of the Period of Performance. The Recipient may satisfy this goal using the Financial Assistance or other available funds on its balance sheet. Financial Products reported under Performance Goal 1-1 may be reported for Performance Goals, 1-3, 1-4, 1-7, and 1-8, if applicable, but not for Performance Goals 2-1, 3-1, or 4-1.</p>									
	<p><b>Benchmarks:</b></p> <table> <tr> <th>Dollar Amount (\$)</th><th>% of Total Projected Financial Products</th></tr> <tr> <td>Total dollar amount of Projected Financial Products:</td><td></td></tr> <tr> <td>Period of Performance, Year 1 benchmark (25%):</td><td>25%</td></tr> <tr> <td>Period of Performance, Year 2 benchmark (50%):</td><td>50%</td></tr> <tr> <td>Period of Performance, Year 3 benchmark (90%):</td><td>90%</td></tr> </table>	Dollar Amount (\$)	% of Total Projected Financial Products	Total dollar amount of Projected Financial Products:		Period of Performance, Year 1 benchmark (25%):	25%	Period of Performance, Year 2 benchmark (50%):	50%	Period of Performance, Year 3 benchmark (90%):
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Period of Performance, Year 1 benchmark (25%):	25%									
Period of Performance, Year 2 benchmark (50%):	50%									
Period of Performance, Year 3 benchmark (90%):	90%									

Description of PG&M

Applicable Benchmarks

# Sample Performance Goals & Measures (Schedule 1-C): PG&M 1-2



<p><b>[1-2]</b> [Applicable/Not Applicable]</p>	<p><b><u>Increase Volume of Financial Services:</u></b> At the end of each year of the Period of Performance, the Recipient must have provided a number of Financial Services in an Eligible Market(s) and/or in the Recipient's approved Target Market equal to or greater than: 25% of the total Projected Financial Services by the end of Year 1 of the Period of Performance, 50% of the total projected Financial Services by the end of Year 2 of the Period of Performance, and 90% of the total Projected Financial Services by the end of Year 3 of the Period of Performance. The Recipient may satisfy this goal using the Financial Assistance or other available funds on its balance sheet.</p> <p><b><u>Benchmarks:</u></b></p> <table data-bbox="1130 785 1458 1156"> <thead> <tr> <th>Total Number (#)</th><th>% of Total Projected Financial Services</th></tr> </thead> <tbody> <tr> <td>Total number of Projected Financial Services:</td><td></td></tr> <tr> <td>Period of Performance, Year 1 benchmark (25%):</td><td>25%</td></tr> <tr> <td>Period of Performance, Year 2 benchmark (50%):</td><td>50%</td></tr> <tr> <td>Period of Performance, Year 3 benchmark (90%):</td><td>90%</td></tr> </tbody> </table>	Total Number (#)	% of Total Projected Financial Services	Total number of Projected Financial Services:		Period of Performance, Year 1 benchmark (25%):	25%	Period of Performance, Year 2 benchmark (50%):	50%	Period of Performance, Year 3 benchmark (90%):	90%
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Period of Performance, Year 2 benchmark (50%):	50%										
Period of Performance, Year 3 benchmark (90%):	90%										

PG&M Number. Only PG&Ms that apply to your Assistance Agreement will appear.

Description of PG&M

Applicable Benchmarks

# Sample Performance Goals & Measures (Schedule 1-C): PG&M 1-3



**[1-3]**  
[Applicable/Not  
Applicable]

**New Geographic Area(s):** At the end of each year of the Period of Performance, the Recipient must have closed Financial Products in an Eligible Market(s) in one or more of the New Geographic Area(s) specified below by State and/or County FIPS Code in an amount equal to or greater than: 25% of the total Projected Financial Products by the end of Year 1 of the Period of Performance, 50% of the total Projected Financial Products by the end of Year 2 of the Period of Performance, and 90% of the total Projected Financial Products by the end of Year 3 of the Period of Performance. For this goal, Financial Products do not need to be closed in the Recipient's approved Target Market but must be in an Eligible Market. The Recipient may satisfy this goal using the Financial Assistance or other available funds on its balance sheet. Financial Products reported under Performance Goal 1-3 may be reported for Performance Goals 1-1, 1-4, 1-7, and 1-8, if applicable, but not for Performance Goals 2-1, 3-1, or 4-1.

State Abbreviation	State FIPS	State or County	County FIPS (if applicable)

## Benchmarks:

Total dollar amount of Projected Financial Products:  
Period of Performance, Year 1 benchmark (25%):  
Period of Performance, Year 2 benchmark (50%):  
Period of Performance, Year 3 benchmark (90%):

Dollar Amount (\$)	% of Total Projected Financial Products
	25%
	50%
	90%

Description of PG&M

This table will be populated with New Geographic Area(s) and corresponding FIPS codes.

Applicable Benchmarks

PG&M Number. Only PG&Ms that apply to your Assistance Agreement will appear.

# Sample Performance Goals & Measures (Schedule 1-C): PG&M 1-4



<b>1-4</b> [Applicable/Not Applicable]	<p><b>New Financial Product(s):</b> At the end of each year of the Period of Performance, the Recipient must have closed one or more of the New Financial Product(s) specified below in an Eligible Market(s) and/or in the Recipient's approved Target Market in an amount equal to or greater than: 25% of the total Projected New Financial Products by the end of Year 1 of the Period of Performance, 50% of the total Projected New Financial Products by the end of Year 2 of the Period of Performance, and 90% of the total Projected New Financial Products by the end of Year 3 of the Period of Performance. The Recipient may satisfy this goal using the Financial Assistance or other available funds on its balance sheet. Financial Products reported under Performance Goal 1-4 may be reported for Performance Goals 1-1, 1-3, 1-7, and 1-8, if applicable, but not for Performance Goals 2-1, 3-1, or 4-1.</p> <table border="1" data-bbox="666 714 1526 806"> <thead> <tr> <th>New Financial Product Line of Business</th> <th>Financial Product Name(s)</th> <th>Financial Product Type(s)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p><b>Benchmarks:</b></p> <table border="1" data-bbox="666 885 1526 1256"> <thead> <tr> <th>Dollar Amount (\$)</th> <th>% of Total Projected New Financial Products</th> </tr> </thead> <tbody> <tr> <td>Total dollar amount of Projected New Financial Products:</td> <td> </td> </tr> <tr> <td>Period of Performance, Year 1 benchmark (25%):</td> <td>25%</td> </tr> <tr> <td>Period of Performance, Year 2 benchmark (50%):</td> <td>50%</td> </tr> <tr> <td>Period of Performance, Year 3 benchmark (90%):</td> <td>90%</td> </tr> </tbody> </table>	New Financial Product Line of Business	Financial Product Name(s)	Financial Product Type(s)				Dollar Amount (\$)	% of Total Projected New Financial Products	Total dollar amount of Projected New Financial Products:		Period of Performance, Year 1 benchmark (25%):	25%	Period of Performance, Year 2 benchmark (50%):	50%	Period of Performance, Year 3 benchmark (90%):	90%
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PG&M Number. Only PG&Ms that apply to your Assistance Agreement will appear.

Description of PG&M

Applicable Benchmarks

This table will be populated with information about the New Financial Product(s) that the Recipient included in its Application.

# Sample Performance Goals & Measures (Schedule 1-C): PG&M 1-5



<b>1-5</b> [Applicable/Not Applicable]	<p><b>New Financial Service(s):</b> At the end of each year of the Period of Performance, the Recipient must have provided one or more of the New Financial Service(s) specified below in an Eligible Market(s) and/or in the Recipient's approved Target Market in an amount equal to or greater than: 25% of the total Projected New Financial Services by the end of Year 1 of the Period of Performance, 50% of the total Projected New Financial Services by the end of Year 2 of the Period of Performance, and 90% of the total Projected New Financial Services by the end of Year 3 of the Period of Performance. The Recipient may satisfy this goal by using the Financial Assistance or other available funds on its balance sheet.</p> <table border="1"> <thead> <tr> <th>New Financial Service Line of Business</th> <th>Financial Service Name(s)</th> <th>Financial Service Type(s)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p><b>Benchmarks:</b></p> <table border="1"> <thead> <tr> <th>Total Number (#)</th> <th>% of Total Projected New Financial Services</th> </tr> </thead> <tbody> <tr> <td>Total number of Projected New Financial Services:</td> <td> </td> </tr> <tr> <td>Period of Performance, Year 1 benchmark (25%):</td> <td>25%</td> </tr> <tr> <td>Period of Performance, Year 2 benchmark (50%):</td> <td>50%</td> </tr> <tr> <td>Period of Performance, Year 3 benchmark (90%):</td> <td>90%</td> </tr> </tbody> </table>		New Financial Service Line of Business	Financial Service Name(s)	Financial Service Type(s)				Total Number (#)	% of Total Projected New Financial Services	Total number of Projected New Financial Services:		Period of Performance, Year 1 benchmark (25%):	25%	Period of Performance, Year 2 benchmark (50%):	50%	Period of Performance, Year 3 benchmark (90%):	90%
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PG&M Number. Only PG&Ms that apply to your Assistance Agreement will appear.

Description of PG&M

Applicable Benchmarks

This table will be populated with information about the New Financial Service(s) that the Recipient included in its Application.

# Sample Performance Goals & Measures (Schedule 1-C): PG&M 1-6



**1-6**  
[Applicable/Not  
Applicable]

**New Development Service(s):** At the end of Year 2 and Year 3 of the Period of Performance, the Recipient must have provided one or more of the New Development Service(s) specified below in an Eligible Market(s) and/or in the Recipient's approved Target Market in an amount equal to or greater than: 50% of the total New Development Services provided by the end of Year 2 of the Period of Performance and 90% of the total New Development Services provided by the end of Year 3 of the Period of Performance. The Recipient may satisfy this goal using the Financial Assistance or other available funds on its balance sheet.

New Development Service Type	Development Service Names(s)

**Benchmarks:**

Total Projected Clients Served by New Development Services:  
Period of Performance, Year 2 benchmark (50%):  
Period of Performance, Year 3 benchmark (90%):

Clients Served	% of Total New Projected Development Services
	50%
	90%

PG&M Number. Only PG&Ms that apply to your Assistance Agreement will appear.

Description of PG&M

Applicable Benchmarks

This table will be populated with information about the New Development Service(s) that the Recipient included in its Application.



# Sample Performance Goals & Measures (Schedule 1-C): PG&M 1-7



<p><b>1-7</b> [Applicable/Not Applicable]</p>	<p><b><u>Serve New Targeted Population(s)</u>:</b> The Recipient must submit a Service Request through its AMIS account to modify the Recipient's approved Target Market to include at least one of the New Targeted Populations specified below, by the end of Year 2 of the Period of Performance. The Recipient must have at least one of the Targeted Population(s) specified below added to their approved Target Market by the end of Year 3 of the Period of Performance.</p> <table border="1" data-bbox="579 685 1516 1013"> <tr> <td data-bbox="579 685 1110 728">New Targeted Population(s):</td><td data-bbox="1110 685 1516 728"></td></tr> <tr> <td data-bbox="579 728 1110 906">Period of Performance, Year 2 benchmark :</td><td data-bbox="1110 728 1516 906">Submit appropriate Target Market Modification document(s) to the CDFI Fund to request approval to serve New Targeted Population(s).</td></tr> <tr> <td data-bbox="579 906 1110 1013">Period of Performance, Year 3 benchmark:</td><td data-bbox="1110 906 1516 1013">Be approved to serve New Targeted Population(s)</td></tr> </table>	New Targeted Population(s):		Period of Performance, Year 2 benchmark :	Submit appropriate Target Market Modification document(s) to the CDFI Fund to request approval to serve New Targeted Population(s).	Period of Performance, Year 3 benchmark:	Be approved to serve New Targeted Population(s)
New Targeted Population(s):							
Period of Performance, Year 2 benchmark :	Submit appropriate Target Market Modification document(s) to the CDFI Fund to request approval to serve New Targeted Population(s).						
Period of Performance, Year 3 benchmark:	Be approved to serve New Targeted Population(s)						

PG&M Number. Only PG&Ms that apply to your Assistance Agreement will appear.

Description of PG&M

Applicable Benchmarks

This table will be populated with information about the New Targeted Population(s) that the Recipient included in its Application.

# Sample Performance Goals & Measures (Schedule 1-C): PG&M 1-8



<b>1-8</b> [Applicable/Not Applicable]	<b><u>Investment in Native Communities:</u></b> At the end of each year of the Period of Performance, fifty (50) percent or more of the total dollar amount of Financial Products closed by the Recipient in that reporting year must be in Native Communities. The Recipient may satisfy this goal using the NACA Financial Assistance or other available funds on its balance sheet. The Native Communities do not need to be located in the Recipient's approved Target Market. Financial Products reported under Performance Goal 1-8 may be reported for Performance Goals 1-1, 1-3, 1-4, and 1-7, if applicable, but not for Performance Goals 2-1, 3-1, or 4-1.
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PG&M Number. Only PG&Ms that apply to your Assistance Agreement will appear.

Description of PG&M

# Sample Performance Goals & Measures (Schedule 1-C): PG&M 2-1



2-1 [Applicable/  
Not Applicable]

**Persistent Poverty Counties:** At the end of each year of the Period of Performance, the Recipient must have closed Financial Products in Persistent Poverty Counties (PPC) in an amount equal to or greater than: 5% of the total PPC Financial Assistance (exclusive of Base-FA, DF-FA, or HFFI-FA) by the end of Year 1 of the Period of Performance, 50% of the total PPC-FA(exclusive of Base-FA, DF-FA, or HFFI-FA) by the end of Year 2 of the Period of Performance, and 100% of the total PPC Financial Assistance (exclusive of Base-FA, DF-FA, or HFFI-FA) by the end of Year 3 of the Period of Performance. The Recipient may satisfy this goal using the PPC Financial Assistance or other available funds on its balance sheet. The PPC does not need to be located in the Recipient's approved Target Market but must be in an Eligible Market. Financial Products reported for Performance Goal 2-1 may not be reported for any other Performance Goal.

Description of PG&M

PG&M Number. Only PG&Ms that apply to your Assistance Agreement will appear.

Applicable Benchmarks

	Dollar Amount (\$)	% To PPC
Total dollar amount of PPC-FA:		N/A
Period of Performance, Year 1 benchmark (5%):		5%
Period of Performance, Year 2 benchmark (50%):		50%
Period of Performance, Year 3 benchmark (100%):		100%

Note that Financial Products Reported for PG&M 2-1 may not be reported for any other PG&M.

# Sample Performance Goals & Measures (Schedule 1-C): PG&M 3-1



**3-1**  
[Applicable/Not  
Applicable]

**HFFI-FA Deployment of Resources: (A)** At the end of each year of the Period of Performance, the Recipient must have closed Financial Products for HFFI Activities in its approved Target Market in an amount equal to or greater than: 33% of the total HFFI-FA (exclusive of Base-FA, DF-FA, or PPC-FA) by the end of Year 1 of the Period of Performance, 66% of the total HFFI Financial Assistance (exclusive of Base-FA, DF-FA, or PPC-FA) by the end of Year 2 of the Period of Performance, and 100% of the total HFFI Financial Assistance (exclusive of Base-FA, DF-FA, or PPC-FA) by the end of Year 3 of the Period of Performance. The Recipient may satisfy this goal using the HFFI Financial Assistance or other available funds on its balance sheet. Financial Products reported for Performance Goal 3-1(A) may also be reported for Performance Goal 3-1(B) if eligible as Financial Products supporting Healthy Food Retail Outlets in Food Deserts, but may not be reported under any other Performance Goal.

Eligible HFFI Activities require that the majority of the HFFI-supported loan or investment must be devoted to offering a range of Healthy Food choices, which may include, among other activities, investments supporting an existing retail store or wholesale operation upgrading to offer an expanded range of Healthy Food choices, or supporting a non-profit organization that expands the availability of Healthy Foods in underserved areas.

	Dollar Amount for HFFI Activities in the Target Market (\$)	% To Target Market
Total dollar amount of HFFI-FA:		N/A
Period of Performance, Year 1 benchmark (33%):		33%
Period of Performance, Year 2 benchmark (66%):		66%
Period of Performance, Year 3 benchmark (100%):		100%

PG&M Number. Only PG&Ms that apply to your Assistance Agreement will appear.

Description of PG&M

Note that there are two separate sets of Benchmarks included in PG&M 3-1.

# Sample Performance Goals & Measures

## (Schedule 1-C): PG&M 3-1



**(B)** In addition, at the end of each year of the Period of Performance, the Recipient must demonstrate that it has closed Financial Products to Healthy Food Retail Outlets located in Food Deserts in the Recipient's approved Target Market in an amount equal to or greater than: 25% of the total HFFI Financial Assistance by the end of Year 1 Period of Performance, 50% of the total HFFI Financial Assistance by the end of Year 2 Period of Performance, and 75% of the total HFFI Financial Assistance by the end of Year 3 Period of Performance. The Recipient may satisfy this goal using the HFFI Financial Assistance or other available funds on its balance sheet. Financial Products reported for Performance Goal 3-1(B) may also be reported for Performance Goal 3-1(A) if eligible as Financial Products for HFFI Activities in the Target Market, but may not be reported under any other Performance Goal.

Dollar Amount To Healthy Food Retail Outlets in Food Deserts (\$)	% to Healthy Food Retail Outlets in Food Deserts
Period of Performance, Year 1 benchmark (25%):	25%
Period of Performance, Year 2 benchmark (50%):	50%
Period of Performance, Year 3 benchmark (75%):	75%

Eligible financing activities to Healthy Food Retail Outlets require that the majority of the HFFI-supported loan or investment must be devoted to offering a range of Healthy Food choices, which may include, among other activities, investments supporting an existing retail store upgrading to offer an expanded range of Healthy Food choices.

Note that there are two separate sets of Benchmarks included in PG&M 3-1.

# Sample Performance Goals & Measures (Schedule 1-C): PG&M 4-1



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.

PG&M Number. Only PG&Ms that apply to your Assistance Agreement will appear.

Description of PG&M

Applicable Benchmarks

Total dollar amount of DF-FA:  
Period of Performance,  
Year 1 benchmark (5%):  
Period of Performance,  
Year 2 benchmark (50%):  
Period of Performance,  
Year 3 benchmark (85%):

Dollar Amount (\$)	% To Benefit Individuals with Disabilities
	N/A
	5%
	50%
	85%

# Sample Performance Goals & Measures (Schedule 1-C): PG&M 5-1



<b>5-1 [Applicable to all FA Recipients]</b>	<b>Deployment of the Financial Assistance Award:</b> At the end of the first year of the Period of Performance and at the Period of Performance End Date, the Recipient must expend the Financial Assistance (Base-FA, and, as applicable, HFFI-FA, DF-FA, and/or PPC-FA) for Authorized Financial Assistance Activities pursuant to Section 3.7 of Schedule 2 (General Award Terms and Conditions) in an Eligible Market(s) and/or in the Recipient's approved Target Market in an amount equal to or greater than the amounts specified below:	
	<b>% of Total FA Award</b>	<b>Dollar Amount of FA Award to be expended (\$)</b>
Period of Performance, Year 1	90% of Initial FA Payment	\$XXXX
Period of Performance End Date	100% of Total FA Award	\$XXXX

Description of PG&M

Applicable Benchmarks

PG&M 5-1 includes Base-FA, HFFI-FA, DF-FA, and PPC-FA.



# 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



# General Award Terms and Conditions (Schedule 2): 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 and conditions of any prior award from the CDFI Fund.
  - Maintain accurate banking information in the System for Award Management (SAM). **SAM information must be updated every six (6) months!**
  - 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 and Conditions (Schedule 2): Matching Funds



- Core FA Recipients are responsible for ensuring that Matching Funds used for the FY 2020 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 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.

# 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

## General Award Terms and Conditions (Schedule 2): Authorized Activities



- Award funds can be spent on the following Authorized Activities outlined in Schedule 2 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.
- 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 unallowable activity.

## General Award Terms and Conditions (Schedule 2): 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 eligible salary expense is proportional to the loan officer's workload of providing Financial Products.



# General Award Terms and Conditions (Schedule 2): Authorized Activities



- Indirect Costs as described in section 200.56 of the Uniform Requirements are **not allowable**.
  - Indirect Costs are 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 therefore not allowable.
- Recipients may not use any Assistance received for the prohibited activities set forth in 2 CFR 200.216, Prohibition on certain telecommunications and video surveillance services and equipment.

# Authorized Activity Questions



- If your organization is unsure whether an expense is a TA Authorized Activity, first consult the Uniform Requirements, Part 200. (2 CFR 200) 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 repaying funds expended on unallowable activities to the CDFI Fund.

# Presentation Topics



Assistance Agreement Overview

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Authorized Financial Assistance Activities

**Making Changes to an Assistance Agreement**

Loan Documents and Standard Loan Product

# 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 Schedule 2 of the Assistance Agreement, a Recipient may request an amendment after their Assistance Agreement has been executed.
  - Amendment requests must be submitted via a Service Request in AMIS.
- Recipients should not 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 or modification:
  - Transferring funds between Authorized Activities.
  - Changing the name of the organization by submitting a Service Request in AMIS with supporting documentation attached.

# 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**

# 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 1.7% 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.



# 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 Pennsylvania 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 General Award Terms and Conditions (Schedule 2 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 (12) 30-day months and for the actual number of days elapsed in any partial month. Beginning in year

Total Loan Amount

# FY 2019 Standard Loan Product



## Term Sheet

<b>Amount</b>	<b>Based on approved Matching Funds</b>
<b>Rate</b>	1.70% fixed rate
<b>Term</b>	Thirteen (13) years
<b>Principal</b>	Principal amortized payments due in years eleven through thirteen
<b>Interest Payments</b>	Semi-annual
<b>Collateral Requirements</b>	None
<b>Lender Position</b>	Senior

# Additional Presentations



- Continue to monitor the CDFI Program and Native Initiatives sections of [www.cdfifund.gov](http://www.cdfifund.gov) in order to access additional guidance and webinars regarding the FY 2020 CDFI and NACA Program Assistance Agreements.
- These materials will be posted to the [Step 4: Closing and Disbursement](#) 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.

# Thank You



This concludes the presentation.

Thank you for viewing!