



# Getting Acquainted with Your FY 2022 Equitable Recovery Program Award Assistance Agreement

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Community Development Financial Institutions Fund  
Equitable Recovery Program (CDFI ERP)

# Presentation Purpose



- The purpose of this presentation is to help FY 2022 CDFI ERP Recipients understand the requirements, terms, and conditions of the Assistance Agreement for their CDFI ERP Award.
- This information is for educational purposes only.

# Presentation Objectives



- Describe the Assistance Agreement and its purpose.
- Show what the Assistance Agreement looks like.
- Explain the contents of the Assistance Agreement.
- Provide instructions on what to do with your Assistance Agreement.
- Provide information about limited opportunities for modifying your Assistance Agreement.

# Presentation Topics



## Assistance Agreement Overview

Assistance Agreement Availability

Assistance Agreement Components

Other Important Assistance Agreement Information

Authorized CDFI ERP Eligible Activities

Making Changes to an Assistance Agreement

# 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, information submitted in the Application, fiscal year end date, and CDFI ERP requirements.
- All CDFI ERP Award Recipients must execute an Assistance Agreement prior to receiving their initial payment.

# Assistance Agreement Overview



- The Assistance Agreement contains these key components:
  - Annual Reporting requirements and associated deadlines;
  - Performance Goals & Measures (PG&Ms);
  - Programmatic Requirements;
  - Authorized Activities for award funds; and
  - General Award Terms and Conditions.

# Assistance Agreement Overview



- Recipients should read the *entire* Assistance Agreement.
  - Recipients must adhere to reporting requirements, PG&Ms, Programmatic Requirements and associated deadlines.
- Recipients should keep a copy of their Assistance Agreement stored in their files.
  - A copy of the Assistance Agreement may also be found in your organization's 2022 CDFI ERP 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. Recipients may use the reporting schedule in AMIS to find the report due dates.

# Assistance Agreement Overview



- The Assistance Agreement must be signed by **September 15, 2023**, by an Authorized Representative listed and active in the Recipient's AMIS account.
- The Authorized Representative must have the legal authority to enter into the Assistance Agreement and the Authorized Representative's title must reflect a leadership position with the authority to sign on behalf of the Recipient's organization.
- Consultants cannot sign the Assistance Agreement on behalf of the Recipient's organization.



# Assistance Agreement Overview



Recognized Authorized Rep. Signatory Titles	Authorized Rep. Titles Requiring Follow-up
<ul style="list-style-type: none"> <li>• Any C-Suite position</li> <li>• Chief Executive Officer</li> <li>• Chief Financial Officer</li> <li>• Chief Operating Officer</li> <li>• President/Vice President</li> <li>• Partner (Venture Capital Funds)</li> <li>• Compliance Manager/Supervisor or any Manager/Supervisor related position</li> <li>• Senior Accountant or any senior-level title</li> <li>• Director</li> <li>• Board Officer</li> <li>• Board Chair</li> <li>• Chairman / Chairperson</li> <li>• Vice Chair (Vice Chairman / Vice Chairperson)</li> <li>• Treasurer</li> <li>• Board Secretary</li> <li>• Similar titles that reflect the incumbent authority within the organization</li> </ul>	<ul style="list-style-type: none"> <li>• Assistant/Executive Assistant</li> <li>• Secretary/Receptionist</li> <li>• Loan Officer</li> <li>• Community Development Officer</li> <li>• Intern</li> <li>• Analyst</li> <li>• Board Member</li> <li>• Associate Treasurer</li> <li>• Associate Director</li> <li>• Secretary</li> <li>• Comptroller</li> <li>• Controller</li> <li>• Staff Accountant</li> <li>• Consultant – Not allowed to sign on behalf of an organization.</li> </ul>

# Assistance Agreement Overview



- The CDFI Fund urges Recipients to review the Assistance Agreement very carefully before signing the document, 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 five-year Period of Performance set forth in Schedule 1 of the Assistance Agreement, Recipients are required to report on their progress towards meeting the PG&M benchmarks.
  - Recipients that meet all terms and conditions of the Assistance Agreement are deemed compliant.
  - Recipients that fail to meet the terms and conditions of the Assistance Agreement are deemed noncompliant.
    - Being deemed noncompliant can result in the sanctions detailed in Section 6.2 of the Agreement.

# Assistance Agreement Overview



- PG&Ms for CDFI ERP Awards include expenditure requirements and the CDFI ERP policy priority selected by Recipients in their Applications.
- The CDFI ERP policy priority commitment provided by the Recipient in its Application was used to calculate the benchmark values for PG&M 1B.
- Recipients are required to expend 100% of their award funds on Eligible Activities by the end of the Period of Performance.

# CDFI ERP Eligible Geographies



- Recipients must expend at least **90%** of the CDFI ERP Award in Program Activities in CDFI ERP Eligible Geographies to satisfy the PG&Ms. Up to 10% of activities may be conducted outside CDFI ERP Eligible Geographies to serve Low- or Moderate-Income persons and businesses (including non-profit organizations) disproportionately impacted by the COVID-19 pandemic that are included in CDFI Eligible Markets.
- **CDFI ERP Eligible Geographies:** (a) are census tracts that (i) demonstrate “Severe Impact” of the COVID-19 pandemic, *and* (ii) have a median income at or below 120% of the Area Median Income, *and* (iii) are CDFI Investment Areas; or (b) are Native Areas. These geographies are designated on the CDFI Fund’s website and available through the Community Impact Mapping System (CIMS).

# Presentation Topics



Assistance Agreement Overview

Assistance Agreement Availability

Assistance Agreement Components

Other Important Assistance Agreement Information

Authorized CDFI ERP Eligible Activities

Making Changes to an Assistance Agreement

# Assistance Agreement Notification



- An e-mail notification was sent when the Assistance Agreement became available in each Recipient's AMIS account.
  - The e-mail was sent to the Authorized Representative and Point(s) of Contact listed in the Recipient's FY 2022 CDFI ERP Application, as well as those listed as active Authorized Representatives on the Recipient's Organization in AMIS.
  - The e-mail contained four attachments – the *Transmittal Letter, Instructions for Accessing and Signing the Assistance Agreement in AMIS, Certificate of Good Standing Instructions, Helpful Tips* – that provide detailed **instructions** regarding the award closing process, including completing the Attestations.

# Assistance Agreement Revision



- A revision is being made to the CDFI ERP Assistance Agreement to add the SF-425 reporting requirement.
  - Other than adding this reporting requirement, there are no other changes to your Assistance Agreement anticipated at this time.
- As a result, all individual ERP Assistance Agreements generated in AMIS prior to August 15, 2023, are being **deleted and reissued**.
- Recipients will receive a notification that the revised Assistance Agreement is available for signature.
- DO NOT sign your Assistance Agreement until you are notified that the revised agreement is available.
- Recipients will execute **only** the revised Assistance Agreement that contains the SF-425 reporting requirement.



# Assistance Agreement Notification

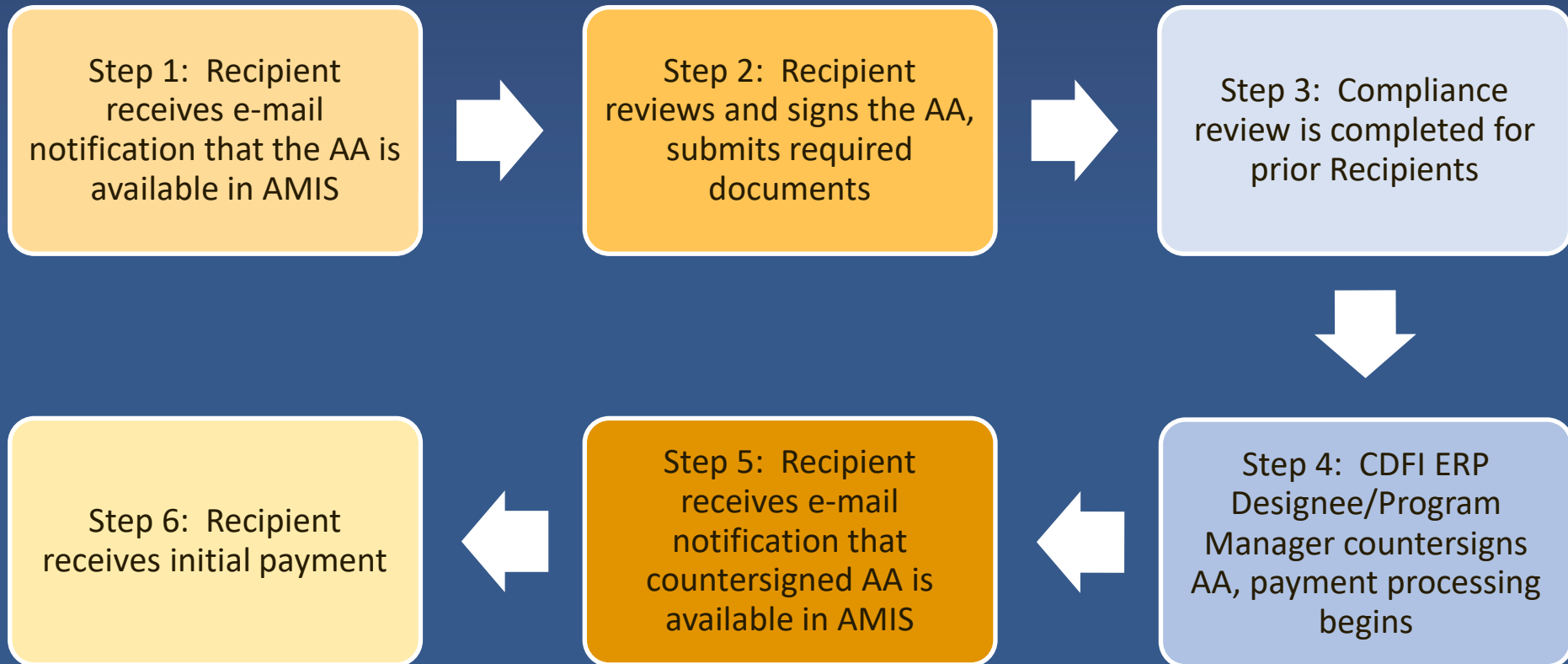


- The Assistance Agreement will be available in the Notes & Attachments section of the Recipient's award record in AMIS.
- To ensure you receive e-mail communications from the CDFI Fund, [amis@cdfi.treas.gov](mailto:amis@cdfi.treas.gov) and [replyd@cdfi.treas.gov](mailto:replyd@cdfi.treas.gov) should be listed as safe senders by your e-mail system.

# Assistance Agreement Process



Steps to finalize the Assistance Agreement (AA) and receive award payment.



# Presentation Topics



Assistance Agreement Overview

Assistance Agreement Availability

**Assistance Agreement Components**

Other Important Assistance Agreement Information

Authorized CDFI ERP Eligible Activities

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# Assistance Agreement Components



- Key components to the Assistance Agreement include:
  - Schedule 1 – Performance Goals and Reporting
  - Schedule 2 – General Award Terms and Conditions
- Screenshots of relevant and frequently referenced pages and Schedules.
  - 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



The CDFI Fund Award Number can be found in the upper right corner of the Cover Page.

COMMUNITY DEVELOPMENT FINANCIAL INSTITUTIONS FUND	
ASSISTANCE AGREEMENT	
Recipient:	CDFI ERP Fund Award Number: UEI Number: Employer Identification Number:
Address:	
Applicable Program: CDFI Equitable Recovery Program (CDFI ERP) CFDA Number: 21.033 Date of Applicable NOFA: 6/24/2022	Announcement Date (Period of Performance Start Date): 4/10/2023
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 provisions, 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 enter into this Assistance Agreement.	
Community Development Financial Institution Name:	{{AWARD_ORGANIZATION_NAME}}
By:	By: Digitally Signed by <AMIS to Populate> on <AMIS to Populate> Authorized Representative: Title: Date:

The Announcement Date is located here. It coincides with 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

## CDFI ERP Details



Amount of Award

<b>Recipient Information</b>	
Entity Type:	
Depository Institution Holding Company/Bank Holding Company:	
Subsidiary Insured Depository Institution (if applicable):	Subsidiary Insured Depository Institution Employer Identification Number (if applicable):
<b>CDFI ERP Award</b>	
Award Amount	
Initial Payment	

Initial Payment

# Assistance Agreement Table of Contents



<b>Table of Contents</b>		
<i>Schedule</i>	<i>Description</i>	<i>Applicable if marked "Yes"</i>
	Signature Page	Yes
<b>1.</b>	Performance Goals and Reporting A. Annual Reports B. Annual Report Submission Deadlines C. Performance Goals	Yes
<b>2.</b>	General Award Terms and Conditions	Yes
<b>3-A.</b>	Certificate of Good Standing	

# Annual Reporting Requirements (Schedule 1-A)



Report	Description
<p><b>Single Audit Report (Non-profit Recipient, if applicable)</b></p>	<p>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.</p> <p><b>Form of Submission: Federal Audit Clearinghouse and optionally via the Recipient's AMIS account.</b></p>
<p><b>Financial Statement Audit (FSA) Report (Non-profit Recipients including Insured Credit Unions and State-Insured Credit Unions)</b></p>	<p>A Non-profit Recipient (including Insured Credit Unions and State-Insured Credit Unions) must submit an FSA report in AMIS. If prepared, a Non-profit Recipient must submit a statement of financial condition audited or reviewed by an independent certified public accountant.</p> <p>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.</p> <p><b>Form of Submission: Recipient's AMIS account.</b></p>



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



Report	Description
<p><b>Financial Statement Audit (FSA) Report (For-profit Recipients)</b></p>	<p>For-profit Recipients must submit an FSA report in AMIS, along with the Recipient’s statement of financial condition audited or reviewed by an independent certified public accountant.</p> <p><b>Form of Submission: Recipient’s AMIS account.</b></p>
<p><b>Financial Statement Audit Report (Regulated Institutions)</b></p>	<p>If the Recipient is a Regulated Institution, it must submit an 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.</p> <p><b>Form of Submission: Recipient’s AMIS account.</b></p>

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



Report	Description
<p><b>Transaction Level Report (TLR)</b></p>	<p>The Recipient must submit a TLR to the CDFI Fund.</p> <p>The TLR is comprised of different sections depending on the type and purpose of transactions being reported on as well as financial entity type and CDFI Fund award type. A Recipient is expected to report on all transactions in the TLR including grant activity regardless of whether the transaction is directly tied to their CDFI Fund award.</p> <p>If the Recipient is a Depository Institution Holding Company (DIHC) that deploys all or a portion of its CDFI ERP Award 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 CDFI ERP Award, the DIHC must submit a TLR.</p> <p><b>Form of Submission: Recipient's AMIS account.</b></p>
<p><b>Performance Progress Report (PPR)</b></p>	<p>Recipient must submit the Performance Progress Report to the CDFI Fund. This report is used to determine Recipient compliance with the applicable Performance Goals in its Assistance Agreements.</p> <p>If the Recipient is a DIHC that deploys all or a portion of its CDFI ERP Award 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 CDFI ERP Award, the DIHC must submit a Performance Progress Report.</p> <p><b>Form of Submission: Recipient's AMIS account.</b></p>

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



Report	Description
<p><b>Uses of Award Report (UOA)</b></p>	<p>The Recipient must submit the Uses of Award Report to the CDFI Fund. This report is used to determine Recipient compliance with the applicable Performance Goals in its Assistance Agreement and to demonstrate how CDFI ERP Award funds are expended.</p> <p>If the Recipient is a DIHC that deploys all or a portion of its CDFI ERP Award 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 CDFI ERP Award, the DIHC must submit a Uses of Award Report.</p> <p><b>Form of Submission: Recipient's AMIS account.</b></p>
<p><b>Annual Certification Report (ACR)</b></p>	<p>The Recipient must submit the Annual Certification and Data Collection Report (ACR) to the CDFI Fund. Be aware the ACR is not listed on the Reporting Schedule on the Award record in AMIS. Instead, it appears in the ACR Reporting Schedule in the Certification record in AMIS. Please check your Award record and Certification record to ensure you submit all required reports.</p> <p><b>Form of Submission: Recipient's AMIS account.</b></p>

# Additional Notes on Reporting



- Per Section 5.15 of the Assistance Agreement and to be further set forth in future guidance, Recipients will be required to report beneficiary demographic data pertaining to borrowers and/or beneficiaries (or end user) as part of their reporting requirements, including information on race and ethnicity.
- Section 523(d) of Authorizing Statute allows a CDFI that receives an CDFI ERP Award to collect such data, notwithstanding any limitations by the Equal Credit Opportunity Act (15 U.S.C. 1691 et seq.) and without any adverse action related to that collection by the Bureau of Consumer Financial Protection or any other federal agency.

# Annual Report Submission Deadlines (Schedule 1-B)



Report	Due
<b>Single Audit Report</b>	Nine months after the end of each year of the Period of Performance
<b>Financial Statements Audit Report</b>	Six months after the end of each year of the Period of Performance
<b>Transaction Level Report</b>	Six months after the end of each full fiscal year of the Period of Performance*
<b>Performance Progress Report</b>	Three months after the end of each full fiscal year of the Period of Performance*
<b>Uses of Award Report</b>	Three months after the end of each full fiscal year of the Period of Performance*
<b>Annual Certification Report</b>	Three months after the end of each fiscal year during the Period of Performance

\*There will be no partial year (“Year 0”) reports required for the TLR, UOA, and PPR.

# Period of Performance



Recipient performance will be measured annually as delineated below:

Period of Performance		
	Start Date:	End Date:
Year 1 of Period of Performance	April 10, 2023	[fiscal year end date]
Year 2 of Period of Performance	[fiscal year beginning date]	[fiscal year end date]
Year 3 of Period of Performance	[fiscal year beginning date]	[fiscal year end date]
Year 4 of Period of Performance	[fiscal year beginning date]	[fiscal year end date]
Year 5 of Period of Performance	[fiscal year beginning date]	[fiscal year end date]
<b>Period of Performance End Date</b>		[Year 5 of Period of Performance fiscal year end date]

# 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 meeting the PG&Ms, compliance is also dependent upon maintaining CDFI certification status, timely submission of reports and, if applicable, an unqualified audit opinion and an absence of material weakness findings in the Single Audit.

# Performance Goals & Measures (Schedule 1-C)



## Data Collection and Calculation

- The data for the Performance Goals shall be obtained and/or calculated by the CDFI Fund from the Annual Report components (described in Section A of the Assistance Agreement) submitted to the CDFI Fund through AMIS by the Recipient (and other signatories to this Assistance Agreement, if applicable), from publicly available sources, and/or from information obtained from the Appropriate Federal Banking Agency, if applicable.
- To maintain compliance with each applicable Performance Goal, the Recipient must demonstrate for each year of the five-year Period of Performance that it meets the required activity levels.
- Notwithstanding the PG&Ms, as a condition of the Recipient's CDFI Certification status, the Recipient must continue to meet the CDFI Certification-related Target Market requirements specified in Section 5.8 of the General Award Terms and Conditions (Schedule 2).



# Performance Goals & Measures and Programmatic Requirements (Schedule 1-C)



Each Assistance Agreement will specify which PG&Ms are applicable to your organization.

- **PG&M 1A - Expenditure of the CDFI ERP Award:** At the end of each year of the Period of Performance, the Recipient must expend its CDFI ERP Award in Eligible Activities as set forth in CDFI ERP programmatic requirements 2A in Schedule 1 and pursuant to Sections 3.8, 3.9 and 3.11 of Schedule 2 as follows:
  - (1) **60%** of the total CDFI ERP Award amount by the end of **Year 3** of the Period of Performance;
  - (2) **80%** of the total CDFI ERP Award amount by the end of **Year 4** of the Period of Performance; and
  - (3) **100%** of the CDFI ERP Award amount by the **end of the Period of Performance**.
  
- **PG&M 1B - CDFI ERP Policy Priorities:** At the end of **Year 3 and Year 5** of the Period of Performance, the Recipient must have expended its CDFI ERP Award, or an equivalent amount, to achieve the applicable policy priority. The Recipient may satisfy this goal using the CDFI ERP Award or other available funds on its balance sheet. Funds used to satisfy the CDFI ERP Program's Performance Goals and Measures (PG&Ms) may not also be used to satisfy PG&Ms for other CDFI Fund Programs.

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



Description of PG&M

Note that Eligible Activities Reported for PG&M 1A may not be reported for any other CDFI Program Award PG&M.

Performance Goals and Measures Numbers

Description

1A.

**Expenditure of the CDFI ERP Award:** At the end of each year of the Period of Performance as indicated below, the Recipient must expend its CDFI ERP Award in Eligible Activities as set forth in 2A below and pursuant to Sections 3.8, 3.9 and 3.11 of Schedule 2 as follows:  
 (1) 60% of the total ERP Award amount by the end of Year 3 of the Period of Performance;  
 (2) 80% of the total ERP Award amount by the end of Year 4 of the Period of Performance; and  
 (3) 100% of the ERP Award amount by the end of the Period of Performance.

PG&M Number

Total dollar amount of CDFI ERP Award:  
 Period of Performance, Year 3:  
 Period of Performance, Year 4:  
 Period of Performance, Year 5:

Dollar Amount (\$)	% of Total CDFI ERP Award
	N/A
	60%
	80%
	100%

Applicable Benchmarks

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



**1B. CDFI ERP Policy Priorities:** At the end of each Year 3 and Year 5 of the Period of Performance, the Recipient must expend its CDFI ERP Award, or an equivalent amount, to achieve the applicable policy priority as outlined herein. The Recipient may satisfy this goal using the CDFI ERP Award or other available funds on its balance sheet. Funds used to satisfy the CDFI ERP Program's Performance Goals and Measures (PG&Ms) may not also be used to satisfy PG&Ms for other CDFI Fund Programs.

Applicable if marked "Yes"	CDFI ERP Policy Priority Goal	Interim Benchmark: Dollar Amount Equal to % of CDFI ERP Award Expended – Period of Performance, Year 3	Final Benchmark: Dollar Amount of CDFI ERP Award Multiplied by % of Policy Priority – Period of Performance, Year 5
	<b>Majority Minority Census Tracts in ERP-Eligible Geographies:</b> Provide Financial Products and/or Grants in the designated dollar amount in Low- or Moderate-Income Majority Minority Census Tracts that are also ERP-Eligible Geographies to meet the required interim and final benchmarks.	Dollar amount equal to [__XX__]% of CDFI ERP Award amount expended at Year 3	\$[ __XX__ ] [Calculated based on response to Application Q.12a multiplied by the CDFI ERP Award amount]
	<b>Minority individuals or Minority-owned Businesses:</b> Provide Financial Products and/or Grants in the designated dollar amount to Minority individuals or to Minority-owned or Controlled businesses to meet the required interim and final benchmarks.	Dollar amount equal to [__XX__]% of CDFI ERP Award amount expended at Year 3	\$[ __XX__ ] [Calculated based on response to Application Q.12b multiplied by the CDFI ERP Award amount]
	<b>Persistent Poverty Counties, Native Areas and/or U.S. Territories:</b> Provide Financial Products and/or Grants in the designated dollar amount in Persistent Poverty Counties, Native Areas and/or U.S. Territories to meet the required interim and final benchmarks.	Dollar amount equal to [__XX__]% of CDFI ERP Award amount expended at Year 3	\$[ __XX__ ] [Calculated based on response to Application Q.12c multiplied by the CDFI ERP Award amount]
	<b>Small businesses:</b> Provide Financial Products and/or Grants in the designated dollar amount to businesses in revenue categories listed below to meet the required interim and final benchmarks. i. Businesses with less than \$1 million but more than \$100,000 in annual gross revenue or to Small Farms; or ii. Businesses with \$100,000 or less in annual gross revenue.	i. Dollar amount equal to [__XX__]% of CDFI ERP Award amount expended at Year 3  ii. Dollar amount equal to [__XX__]% of CDFI ERP Award amount expended at Year 3	i. [ __XX__ ] [Calculation based on response to Application Q.12d(i) multiplied by the CDFI ERP Award amount]  ii. \$[ __XX__ ] [Calculated based on response to Application Q.12d(ii) multiplied by the CDFI ERP Award amount]
	<b>Increase Lending in ERP Eligible Geographies:</b> The Recipient must expend its CDFI ERP Award to close Financial Products or make Grants in ERP-Eligible Geographies in designated dollar amounts equal to or greater than those set forth in the interim and final benchmarks.	\$[ __XX__ ] [CDFI ERP Award amount x Application multiplier x 60%]	\$[ __XX__ ] [CDFI ERP Award amount x Application multiplier]

PG&M Number

Description of PG&M

The CDFI ERP policy priority that applies to your Assistance Agreement will be selected.

Applicable benchmarks will be populated for selected CDFI ERP policy priority.

# Performance Goals & Measures and Programmatic Requirements (Schedule 1-C)



In addition to the PG&MS, each Assistance Agreement will specify the Programmatic Requirements as applicable to your organization.

- **Requirement 2A - Authorized CDFI ERP Eligible Activities:** CDFI ERP Award funds must be expended on one or more of the two types of Eligible Activities below and as further set forth in PG&M 1A and in Section 3.9 of Schedule 2.
  - Program Activities
    - Within Program Activities, total expenditure on Financial Services and Development Services combined cannot exceed 25% of the CDFI ERP Award amount.
  - Operational Support Activities
    - Total expenditure on Operational Support Activities cannot exceed amount listed in Schedule 1 of the Assistance Agreement.
- **Requirement 2B - CDFI ERP-Eligible Geographies:** Recipient must expend at least **90%** of the CDFI ERP Award in Program Activities in CDFI ERP-Eligible Geographies as further set forth in Section 3.8 of Schedule 2.

# CDFI ERP Programmatic Requirements (Schedule 1-C): 2A



CDFI ERP Programmatic Requirements	Description
2A.	<p><b>Authorized CDFI ERP Eligible Activities:</b> CDFI ERP Award funds must be expended on one or more of the two types of Eligible Activities below and as further set forth in PG&amp;M 1A above and in Section 3.9 of Schedule 2.</p> <p>(1) Program Activities. The six (6) eligible Program Activities are:</p> <ul style="list-style-type: none"> <li>(a) Financial Products.</li> <li>(b) Financial Services (Regulated Institutions only).</li> <li>(c) Development Services.</li> <li>(d) Grants.</li> <li>(e) Loan Loss Reserves.</li> <li>(f) Capital Reserves (Regulated Institutions only).</li> </ul> <p>(2) Total expenditure on Financial Services and Development Services combined cannot exceed \$[_____].</p> <p>(3) Operational Support Activities. The seven (7) eligible Operational Support Activities are:</p> <ul style="list-style-type: none"> <li>(a) Compensation – Personal Services.</li> <li>(b) Compensation – Fringe Benefits.</li> <li>(c) Professional Service Costs.</li> <li>(d) Travel Costs.</li> <li>(e) Training and Education Costs.</li> <li>(f) Equipment.</li> <li>(g) Supplies.</li> </ul> <p>(4) Total expenditure on Operational Support Activities cannot exceed \$[_____].</p>

Programmatic Requirement Number.

Programmatic Requirement Details

Description of Programmatic Requirement

# CDFI ERP Programmatic Requirements (Schedule 1-C): 2B



Description of Programmatic Requirement

<b>2B.</b>	<b><u>CDFI ERP-Eligible Geographies:</u></b> Recipient must expend at least 90% of the CDFI ERP Award in Program Activities in ERP-Eligible Geographies as further set forth in Section 3.8 of Schedule 2.
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Programmatic Requirement Number

# Presentation Topics



Assistance Agreement Overview

Assistance Agreement Availability

Assistance Agreement Components

**Other Important Assistance Agreement Information**

Authorized CDFI ERP Eligible Activities

Making Changes to an Assistance Agreement

# General Award Terms & 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).
    - The Certificate of Good Standing must be from the Secretary of State for the Recipient's state of formation dated within 180 days prior to the Federal Award Date of the Assistance Agreement.
  - Maintain compliance with terms & 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 6 months** at [www.fsd.gov](http://www.fsd.gov) or 1-866-606-8220.



# General Award Terms & Conditions (Schedule 2): Receiving Payments



- The **Initial Payment** of CDFI ERP Award will be based on the amount the Recipient has indicated that it expects to expend on CDFI ERP Award Eligible Activities within the first twelve (12) months of the Award Announcement Date. The CDFI Fund reserves the right to increase or decrease the initial Payment amount to ensure that any Subsequent Payment is at least \$75,000.
- 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.
  - Subsequent Payments will not be made until the Recipient has expended at least ninety percent (90%) of the previous payment(s) into a CDFI ERP Eligible Activity. Subsequent Payment Requests must be in the amount the Recipient expects to expend for a CDFI ERP Award or Eligible Activities within a twelve (12) month period in the remaining Period of Performance.
  - Recipients will be limited to four (4) Subsequent Payments, unless such limitation is waived by the CDFI Fund.

# Depository Institution Holding Company (DIHC) Recipients



- DIHC Recipients that deploy a CDFI ERP 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 CDFI ERP Eligible 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.
- 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 CDFI ERP award that a DIHC passes through to a Subsidiary CDFI may be considered Tier 1 capital for reporting purposes.

# Additional Important Information



- Activities proposed in the Recipient's CDFI ERP Application *may not all be* Eligible Activities of a CDFI ERP Award as listed in the Assistance Agreement. Recipients may only use CDFI ERP Award funds for **Eligible Activities** as listed in the Assistance Agreement, regardless of what was proposed in the Application.
- The Recipient may incur expenses beginning on the Announcement Date. Any advanced expenditures prior to receiving the CDFI ERP Award must be consistent with Performance Goal 1A in Schedule 1 and may be reimbursed with the CDFI ERP Award upon receipt.
- At the end of each **Year 3 and Year 5** of the Period of Performance, the Recipient shall expend its CDFI ERP Award, or an equivalent amount, to achieve the applicable CDFI ERP policy priority set forth in **Performance Goal 1B** in Schedule 1. The Recipient may satisfy this goal using CDFI ERP Award or other available funds on its balance sheet. Funds used to satisfy the CDFI ERP Program's Performance Goals and Measures (PG&Ms) *may not also be used* to satisfy PG&Ms for other CDFI Fund Programs.

# Material Events



- Recipients must advise the CDFI Fund of Material Events that occur during the Period of Performance, as set forth in the Assistance Agreement.
  - Initiate the process by submitting a **Material Event Form** via a Service Request in your organization’s AMIS account.
  - The form must be submitted within 30 days of the occurrence of a Material Event.
  - The Certification of Material Events Form can be found at [www.cdfifund.gov/programs-training/programs/erp](http://www.cdfifund.gov/programs-training/programs/erp)
  - Please review Section 5.9 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 CDFI ERP Eligible Activities**

Making Changes to an Assistance Agreement

# General Award Terms and Conditions (Schedule 2)



- The Recipient must use its CDFI ERP Award only for **Eligible Activities** designated in Performance Goal 2A of Schedule 1, and generally consistent with the Recipient's CDFI ERP Application.
- The Recipient may use its CDFI ERP Award for **Operational Support Activities**, subject to the restrictions set forth in Section 3.11(e). CDFI ERP Award expended on Operational Support Activities must enable CDFIs to build organizational capacity and acquire technology, staff, and other tools necessary to accomplish the activities under a CDFI ERP Award.
- The CDFI ERP Program Activities as set forth in Performance Goal 2A(1) of Schedule 1 shall be used to **alleviate economic impacts of COVID-19 pandemic**, such as job loss, disruptions in health and mental healthcare, disruptions in childcare, disruptions to small businesses, and increased housing instability, in CDFI ERP-Eligible Geographies.

# General Award Terms and Conditions (Schedule 2)



CDFI ERP Award funds must be expended on one or more of the two types of Eligible Activities.

- **Program Activities.** The six eligible Program Activities are:
  - (a) Financial Products.
  - (b) Financial Services (Regulated Institutions only).
  - (c) Development Services.
  - (d) Grants.
  - (e) Loan Loss Reserves.
  - (f) Capital Reserves (Regulated Institutions only).
- **Operational Support Activities.** The seven eligible Operational Support Activities are:
  - (a) Compensation – Personal Services.
  - (b) Compensation – Fringe Benefits.
  - (c) Professional Service Costs.
  - (d) Travel Costs.
  - (e) Training and Education Costs.
  - (f) Equipment.
  - (g) Supplies.

# General Award Terms and Conditions (Schedule 2): Restrictions



- CDFI ERP Award funds expended to satisfy the CDFI ERP PG&Ms *may not* also be used to satisfy PG&Ms for other CDFI Fund programs.
- No more than **25%** of the CDFI ERP Award may be used for **Financial Services and Development Services**, combined.
- CDFI ERP Award funds may be used **for Operational Support Activities** in the amounts of: (1) up to 33% of the Award amount for Awards of \$500,000; and (2) up to 15% of the Award Amount or \$166,667, whichever is greater, for Awards above \$500,000, up to a maximum of \$400,000, in the Operational Support Activities (2)(a)-(g) combined, as designated in Performance Goal 2A in Schedule 1.
- CDFI ERP Award funds are considered expended once a Recipient allocates them to one of the thirteen (13) activities set forth in Performance Goal 2A in Schedule 1.



# General Award Terms and Conditions (Schedule 2): Restrictions



- CDFI ERP Award may only be used for Direct Costs associated with an Eligible Activity. Direct Costs are those as described in section 2 CFR 200.413 of the Uniform Requirements that are incurred by the Recipient to carry out the Eligible Activities.
- The Recipient *shall not* use CDFI ERP Award funds for Indirect Costs as defined in the Uniform Requirements. The eligible activity categories as set forth in the Uniform Requirements are not authorized for Indirect Costs or an associated Indirect Cost Rate. Any expenses that are prohibited by the Uniform Requirements are unallowable and are generally found in Subpart E – Cost Principles of the Uniform Requirements.
- 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.

# Eligible Activity Questions



- If you are considering expending CDFI ERP Award funds on something that does not fit into the Eligible Activities categories, or if you are unsure, contact the CDFI Fund BEFORE expending the funds (contact information is available at the end of the presentation).
- Recipients will be considered noncompliant under this Assistance Agreement if CDFI ERP Award funds are expended on non-Eligible Activities.

# Presentation Topics



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**Making Changes to an Assistance Agreement**

# Making Changes to an Assistance Agreement - Modifications



- Before executing the CDFI ERP Assistance Agreement, Recipients will have the opportunity to request a modification to their Assistance Agreements.
- Requests to reduce the CDFI ERP Award amount or change payment schedule:
  - **Reduce the CDFI ERP Award amount.** These requests will be approved in all instances, unless the request is to reduce an award below the minimum award amount. In this case, only a reduction to the minimum award amount (\$500,000) would be considered.
  - **Modify the Initial Payment amount.** These requests will be approved on a case-by-case basis contingent upon the Recipient providing a clear explanation demonstrating its need to adjust the amount it intends to expend in the first twelve (12) months of the Period of Performance.

# Making Changes to an Assistance Agreement - Modifications



- Requests to change **PG&M 1B** related to CDFI ERP policy priority
  - For all awards over \$500,000, modification requests to PG&Ms 1B will be denied.
  - These requests will only be considered for Recipients who received a minimum award of \$500,000. These requests will be considered on a case-by-case basis based on whether Recipient demonstrates to the satisfaction of the CDFI Fund that it is unable to accomplish PG&M 1B with the proposed CDFI ERP application strategy (e.g., for Financial or Development Services) and its existing financial resources.
- Requests to change standard **PG&M 1A or Program Requirements (2A and 2B)**
  - These requests will be denied in all instances.

# Making Changes to an Assistance Agreement – Modifications (con't)



- Modifications must be requested by submitting a Service Request by **September 15, 2023**.
  - The Service Request must have a subject line “Modification Request – CDFI ERP Assistance Agreement.”
  - In the body of the service request, please clearly explain which modification you are requesting and the rationale for the modification request.

# Making Changes to an Assistance Agreement - Amendments



- In accordance with Section 7.9 of the Assistance Agreement, a Recipient may request an amendment after its Assistance Agreement has been executed.
  - Amendment requests must be submitted via a Service Request in AMIS with all required documentation and justification no later than 60 days prior to the proposed effective date of the amendment.
- The CDFI Fund will approve modification and/or amendment requests on a limited basis at its own discretion. Recipients should not assume that all modification and/or amendment requests will be approved.

# Making Changes to an Assistance Agreement



- The following can be done without an amendment:
  - Transferring CDFI ERP Award funds between Eligible Activities.
  - Changing the name of the organization by submitting a Service Request in AMIS with supporting documentation attached. This is a Material Event and must be reported to the CDFI Fund via a Material Event Form within the appropriate timeframe outlined in your Assistance Agreement.



# Additional Information



- Continue to monitor the CDFI ERP section of [www.cdfifund.gov](http://www.cdfifund.gov) to access additional guidance and webinars regarding the FY 2022 CDFI ERP Assistance Agreement.
- These materials will be posted to the CDFI ERP Program page on the CDFI Fund's website: [www.cdfifund.gov/erp](http://www.cdfifund.gov/erp)

# Contacting the CDFI Fund



- For questions regarding general award terms and conditions, reporting requirements, or allowable uses of funds, please submit a **Service Request** in AMIS.
  - Be sure to select the “CDFI Equitable Recovery Program” as the Program to ensure your Service Request is routed to the appropriate staff.
- Please ensure that you keep your organization’s contact information up-to-date in AMIS, as the CDFI Fund relies on this information sent out important notifications.
- Also, to ensure you receive e-mail communications from the CDFI Fund, [amis@cdfi.treas.gov](mailto:amis@cdfi.treas.gov) and [replyd@cdfi.treas.gov](mailto:replyd@cdfi.treas.gov) should be listed as safe senders by your e-mail system.

# Thank You



This concludes the presentation. Thank you for listening!

We now have time for Q&A.