

**RCPP Supplemental Agreement For Technical Assistance and
Financial
Assistance for Easment Due Diligence
Entered Into By
USDA Natural Resources Conservation Service
And
Sonoma County Agricultural Preservation and Open Space
District
In Support of RCPP Project Innovative Conservation: Vital
Streams and Forests**

Introduction:

This Supplemental Agreement (SA) documents the terms and conditions of a relationship between the U.S. Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS), henceforth “NRCS”, and the Sonoma County Agricultural Preservation and Open Space District, henceforth “Awardee”. Collectively, NRCS and Awardee are referred to as “Parties”.

Under the terms of this SA, Awardee shall provide technical assistance or related services as described in this agreement to support RCPP project 2212, Innovative Conservation: Vital Streams and Forests.

I. Authority

This SA is entered into in accordance with RCPP and related authorities including:

- Subtitle I of Title XII of the Food Security Act of 1985 as amended by the Agriculture Improvement Act of 2018 (2018 Farm Bill; P.L 115-334) (16 U.S.C. 3871 et seq.)
- The Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.)
- 7 CFR Part 1464
- Announcement of Program Funding Number USDA-NRCS-NHQ-RCPP-20-GEN0010751

II. Background

RCPP is a voluntary conservation program which provides NRCS authority to collaborate with an eligible lead partner to develop a Programmatic Partnership Agreement (PPA) to address one or more resource concern categories in a project area. PPAs document both anticipated RCPP-funded financial and technical assistance activities, as well as partner funded activities (contributions). NRCS administers RCPP-funded activities through a combination of RCPP program contracts with producers, agreements with eligible partners, and NRCS- provided technical assistance.

Generally, RCPP funding is provided to help farmers, ranchers, and other landowners to address natural resource concerns on the Nation's private and nonfederal land. Where NRCS cannot deliver its RCPP assistance to producers solely through program contracts between NRCS and eligible producers, NRCS may use supplemental agreements with an eligible partner to further project objectives consistent with RCPP requirements.

Awardee is an eligible State or Local government and, based on negotiations documented in Attachment 1 to this SA, agrees to provide services as described in this SA.

III. Purpose

The purpose of this SA is to establish the terms and conditions under which Awardee will provide services to support the RCPP project 2212, Innovative Conservation: Vital Streams and Forests under which this SA is executed.

Specifically, Awardee agrees to implement one of the three activity types below, as documented in Attachment 1, per terms of this SA:

- Technical Assistance, Implementation
- Technical Assistance, Enhancement
- Easement Acquisition Services (Financial Assistance)

NRCS funding made available through this SA must support RCPP-funded FA applications or contracts or, in the case of enhancement TA, RCPP program management costs.

IV. Responsibilities of the Parties

A. NRCS will:

1. Establish standards and expectations for all RCPP program activities and support this SA by making practice and activity standards and templates available.
2. Fulfill responsibilities under this SA in a manner consistent with the RCPP project in compliance with applicable RCPP requirements.
3. Reserves authority for determining eligibility, technical adequacy, and documentation required of Awardee to demonstrate completion and payment eligibility for eligible activities under this SA.
4. Make available funds up to the amount as described in Attachment 1 of this SA.
5. Provide payment for eligible activities upon NRCS acceptance of Awardee documentation of completed work or acceptable request for advance reimbursement (see Attachment 2).
6. Support reasonable modifications as needed to facilitate delivery of assistance under the terms of this SA where NRCS determines that modifications will support Project Agreement scope, meet RCPP Project purposes, and consistent with RCPP requirements.

B. Sonoma County Agricultural Preservation and Open Space District will:

1. Deliver all assistance in accordance with this agreement.

2. Acknowledge that NRCS retains final authority with respect to determining the eligibility and acceptability of all activities, and payment methods supporting their completion.
3. Notify NRCS of any anticipated delay in delivery of scheduled items no later than three months prior to their scheduled delivery dates. When factors beyond Awardee's control prevent delivery of scheduled items, Awardee may propose scheduling or other modifications. However, Awardee acknowledges that NRCS retains sole authority to determine if such modifications will be allowed.
4. Acknowledge and accept that NRCS payments for scheduled deliverables are limited to amounts on a unit and item basis, and as such NRCS shall not pay on any basis other than what is documented in this SA based on approved valuation methods.
5. Make timely request for re-imbursement for all completed or partially completed deliverables, as specified by NRCS (See Attachment 2).
6. Acknowledge NRCS assistance in public relations or communications materials or events related to RCPP project activities. To the extent possible, provide draft copies of such information to the relevant NRCS State office for review and comment before public release.
7. Have responsibility, without recourse to NRCS or USDA, for the settlement and satisfaction of all contractual and legal issues arising out of arrangements entered into between Awardee and third parties to carry out eligible activities under this SA.

C. It is mutually agreed upon by the Parties that:

1. The RCPP Portal (also known as the Partner Portal) or successor software platform may be used to identify SA deliverables and payment methods. Parties agree to use this platform, and to collaborate there to document SA progress and payments as specified in Attachment 2.
2. Each party will carry out its own separate activities in a coordinated and mutually beneficial manner. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to person or property resulting in any manner from the conduct of its own operations, and the operations of its agency or employees under this agreement, and for any loss, cost, damage or expense resulting at any time from failure to exercise proper precautions, of itself, its own agency or its own employees, while occupying or visiting the projects under and pursuant to this agreement. The Government's liability shall be governed by the provisions of the Federal Tort Claims Act (28 U.S.C. 2671-80).
3. Funds obligated via this SA shall generally remain available for work completed during the term of the SA as executed; additionally, the term of the SA shall not exceed the life of the PPA, unless a longer SA term is determined necessary by NRCS. Terms of the SA may be amended only in accordance with the terms of this part and Part VII below.
4. Adhere to the privacy requirements associated with federal laws including 16 USC 3844(b), 7 USC 8791, and the Privacy Act (5 U.S.C. 552a;) with respect to any information received from NRCS, partners, producers or others in relation to this project agreement. Project specific details, including needed information sharing, are further addressed in Attachment 3.
5. NRCS authority to implement or support project activities is also subject to statutory and regulatory requirements, Executive Orders, and other legal requirements, including but not limited to the Food Security Act of 1985, as amended, and associated regulations; the National Environmental Policy Act (NEPA) and

associated environmental laws; and Office of Management and Budget (OMB) Circulars, and related requirements. Where such requirements necessitate adjustments to the terms and conditions of this SA, the Parties will either agree to such adjustments or NRCS will terminate this SA.

V. Deliverables

SA deliverables, including valuation methods are negotiated, and attached hereto as Attachment 1. Any failure to deliver according to agreed-to Attachment 1, provide required documentation, or satisfy NRCS technical standards shall be considered basis for denial of request for payment, unless changes are approved by NRCS in accordance with Part VIII below.

VI. Technical and Administrative Contacts

Technical and/legal representatives of this SA at the time of award shall be those identified in NRCS agency software (e.g. RCPP Portal), and any revisions shall be managed according to policies set by NRCS. Changes to Awardee contact(s) shall require either notice from duly authorized partner representative to NRCS through either 1) updates in Agency/Departmental approved software, or 2) written letter.

VII. Duration

This SA takes effect the date of the final signature and shall end at the end of the month 12 months after the last scheduled practice or activity in this agreement. This SA may be extended by mutual agreement, if determined necessary by NRCS.

Start Date: _____ End Date: 03/31/2028

VIII. Project Changes: Minor Changes and Modifications

Either party may request changes to this SA during its term.

The Parties acknowledge that minor changes in the project schedule may be necessary; where such issues are limited to accelerated implementation of out-year practices or activities, or implementation delays not greater than 12-months (and not occurring during the final year of the SA), such deviations may be noted in project management files, and updates to the schedule of operations may not be required unless determined necessary by NRCS or requested by the participating partner.

Where lengthier delays or other substantive changes are considered, formal modification processes must be followed. In a modification, the parties, through mutual written agreement may change terms of this SA to effect substantive changes, including but not limited to rescheduling of delayed items; changes to the extent, unit cost, or valuation methods; or other negotiated aspects of deliverables as documented in an updated Attachment 1. NRCS will only approve modifications if it determines that the changes are consistent with the RCPP requirements, meet project purposes (including the basis for project selection), are within project parameters, and are in the best interests of the Government.

IX. Termination

1. Awardee may request that NRCS terminate the SA, provided the request for termination is in writing, and includes the reasons for termination.

2. NRCS may terminate this SA agreement if

- a. Justified by the reasons provided by the Awardee;
- b. NRCS determines that a modification of the SA agreement is necessary to comply with applicable law and the Awardee does not concur with such modification; or
- c. The Awardee fails to correct noncompliance with term(s) of the SA.

3. A termination may be justified by circumstances beyond the Awardees' control that prevents completion of one or more provisions of the SA, such as a natural disaster or other circumstances in which NRCS may determine that termination is in the public interest.

4. If this SA is terminated, the Awardee forfeits all rights to any remaining payment under this SA.

5. Effect on other agreements. Termination of this SA will not affect the validity of the PPA, any other SA, or program contract entered into with a producer under this project, unless NRCS determines that termination of this SA negates the validity of the PPA, or unequivocally compromises the agency ability to deliver FA under the PPA.

6. Refund. If NRCS terminates this SA due to noncompliance with its terms or conditions, the Awardee will also refund all or part of any payments received by the Awardee, plus interest.

X. Attachments

Attachment 1: Schedule, Payment Methods, and Technical Details

Attachment 2: Payment Eligibility and Process

Attachment 3: Privacy and Confidentiality

Attachment 4: General Terms and Conditions

Attachment 5: Additional Terms and Conditions

XI. Signatures:**A. Awardee (Sign First)**

By signature below signatory certifies that 1) the Awardee is an eligible partner entity as defined in the RCPP statute, and 2) s/he has legal authority to enter into this agreement on behalf of the Participating Partner:



e-Signed by Misti Arias
For, if applicable:
On 07-29-24

07-29-24

Signature

Misti Arias

Date

Name

Title

B. NRCS (Sign Last)

By signature below signatory certifies project agreement has been reviewed and approved by the State Conservationist or Designee, and that all attachments hereto are an accurate record or approved negotiated RCPP project agreement as of the date of execution.



e-Signed by Carlos Suarez
For, if applicable:
On 07-29-24

07-29-24

Signature

Carlos Suarez

Date

Name

Title

NRCS-CPA-1273-SA3-A1

Attachment 1

Deliverables

Activity Type	Max Available	Entered	Remaining
TA-E	\$465,000.00	\$465,000.00	\$0.00
TA-I	\$0.00	\$0.00	\$0.00
FA-Entity Held	\$0.00	\$0.00	\$0.00

Supplemental Agreement Deliverables

Item #	State	Activity Type	Practice Code and Name	Scenario	Description	Scheduled Completion Month	Scheduled Completion Year	Extent	Unit	Unit Cost	Total Funds
1	CA	Enhancement TA	RTEP001 - TA-E, Negotiated Project Mgt	Participating Partner, Personnel Payment	Work by Ag + Open Space on the following: * Coordination and management of the PPA agreement with NRCS and partners. * Development, coordination, and management of supplemental agreements. * Coordination with NRCS for project administration such as: screening tools, ranking pool development, RCPP signup periods, FA budget monitoring (in accordance with PPA). * Management of contracts with participating sub-contractors (including Gold Ridge and Sonoma RCDs). * Management of easement and restoration cost share applications and associated activities, including screening applications for eligibility, entering applications into the shared tracking tool, utilizing the scoring tool to evaluate applications, making funding selections, notifying NRCS of funding selections, and incorporating selected projects into Ag + Open Space and RCDs' portfolio of active work * Preparing and submitting annual and final progress reports to NRCS; reports will include information on project deliverables, partner contribution expenditures, producer and landowner outreach and participation, and quantifiable project outcomes. * Coordination among Ag + Open Space, RCDs, and other partners or subcontractor organizations on project management activities such as timeline development, scheduling, invoicing, reporting, and other aspects of project management.	03	2027	90000.0	Dollars	1.0	\$90,000.00
					Work by Ag + Open Space on the following: * Planning and creation of content for websites, news releases, direct mailings, social media, and other outlets. * Working with local agricultural partner outreach platforms (Farm Bureau, CAFF, RCDs, etc.) to carry out outreach through these outlets. * Planning and participation in						

2	CA	Enhancement TA	RTEP003 - TA-E, Negotiated Outreach	Participating Partner, Personnel Payment	targeted community and producer workshops, demonstrations, field days, and meetings to share information about the project, opportunities for attendees, and the water resource benefits of conservation easements and restoration. * Participation in existing events and meetings of community and stakeholder groups. * Communicating with and supporting producers/landowners who have sold easements and/or implemented conservation practices through this program, in order to ask them to become ambassadors for the project and contact producers/landowners on other priority lands to promote the project. * Coordination among Ag + Open Space, RCDs, and other partners or subcontractor organizations on the planning, design, implementation, and follow-up of outreach & education activities.	03	2027	40000.0	Dollars	1.0	\$40,000.00
3	CA	Enhancement TA	RTEP004 - TA-E, Negotiated Outcomes	Participating Partner, Personnel Payment	Work by Ag + Open Space on the following: * Identifying and developing methods for outcome quantification, for example by reviewing literature and identifying best scientific estimates; identifying appropriate models to estimate impacts; or selecting standard, established monitoring protocols to measure outcomes of both conservation easements and practices. * Quantifying outcomes using the methods identified, for example by working with RCDs to carry out pre- and post-implementation environmental monitoring including water quality monitoring, soil sampling, plant survival monitoring, or other environmental parameters to track project success. * Reporting results. * Coordination among Ag + Open Space, RCDs, and other partners or subcontractor organizations to plan and implement outcome assessment. Where possible, we will partner with agencies having established, ongoing monitoring/assessment programs and projects in watersheds of interest to identify methods of outcome quantification that are compatible with their existing work in order to contribute to collective knowledge.	03	2027	48000.0	Dollars	1.0	\$48,000.00
		Enhancement	RTEP005 - TA-E,	Participating Partner,	Work by Ag + Open Space on the following: * Identifying priority geographic areas such as watersheds or groundwater basins areas within which to focus, using a portfolio of existing data. * Developing an innovative Sonoma-specific scoring tool for selection of specific applications, based on the project's primary resource concerns. The tool will include screening criteria, scoring criteria, and a selection/rejection threshold. * Developing two innovative easement deed templates, one for riparian corridors and another for						

4	CA	TA	Negotiated Innovations	Personnel Payment	source water protection on forestlands. * Coordination among Ag + Open Space, RCDs, and other partners or subcontractor organizations regarding identifying and prioritizing priority areas or properties for project outreach and implementation, and regarding the research and development of innovative easement templates. * Coordination among Ag + Open Space, RCDs, and other partners or subcontractor organizations on the development of tools for applicant assessment such as project-specific scoring, ranking, or screening tools.	03	2027	68000.0	Dollars	1.0	\$68,000.00
5	CA	Enhancement TA	RTEP001 - TA-E, Negotiated Project Mgt	3rd Party, Personnel Payment	Work by RCDs on the following: * Coordination with Ag + Open Space and with other partners or subcontractor organizations for project administration such as: screening tools, ranking pool development, RCPP signup periods, FA budget monitoring (in accordance with PPA). * Management of contracts with participating sub-contractors. * Management of easement and restoration cost share applications and associated activities, including screening applications for eligibility, entering applications into the shared tracking tool, utilizing the scoring tool to evaluate applications, making funding selections, and incorporating selected projects into Ag + Open Space and RCDs' portfolio of active work * Preparing and submitting annual and final progress reports to Ag + Open Space; reports will include information on project deliverables, partner contribution expenditures, producer and landowner outreach and participation, and quantifiable project outcomes. * Assisting with coordination among Ag + Open Space, RCDs, and other partners or subcontractor organizations on project management activities such as timeline development, scheduling, invoicing, reporting, and other aspects of project management.	03	2027	29464.0	Dollars	1.0	\$29,464.00
6	CA	Enhancement TA	RTEP003 - TA-E, Negotiated Outreach	3rd Party, Personnel Payment	Work by RCDs on the following: * Planning and creation of content for websites, news releases, direct mailings, social media, and other outlets. * Working with local agricultural partner outreach platforms (Farm Bureau, CAFF, RCDs, etc.) to carry out outreach through these outlets. * Planning and participation in targeted community and producer workshops, demonstrations, field days, and meetings to share information about the project, opportunities for attendees, and the water resource benefits of conservation easements and restoration. * Participation in existing events and meetings of community and stakeholder groups. * Communicating with and	03	2027	128325.0	Dollars	1.0	\$128,325.00

					supporting producers/landowners who have sold easements and/or implemented conservation practices through this program, in order to ask them to become ambassadors for the project and contact producers/landowners on other priority lands to promote the project. * Assisting with coordination among Ag + Open Space, RCDs, and other partners or subcontractor organizations on the planning, design, implementation, and follow-up of outreach & education activities.						
7	CA	Enhancement TA	RTEP004 - TA-E, Negotiated Outcomes	3rd Party, Personnel Payment	Work by RCDs on the following: * Assist in the Identification and development of methods for outcome quantification, for example by reviewing literature and identifying best scientific estimates; identifying appropriate models to estimate impacts; or selecting standard, established monitoring protocols to measure outcomes of both conservation easements and practices. * Assist in quantifying outcomes using the methods identified, to carry out pre- and post-implementation environmental monitoring including water quality monitoring, soil sampling, plant survival monitoring, or other environmental parameters to track project success. * Reporting results. * Assisting with coordination among Ag + Open Space, RCDs, and other partners or subcontractor organizations to plan and implement outcome assessment.	03	2027	11330.0	Dollars	1.0	\$11,330.00
8	CA	Enhancement TA	RTEP005 - TA-E, Negotiated Innovations	3rd Party, Personnel Payment	Work by RCDs on the following: * Assisting in the identification of priority geographic areas such as watersheds or groundwater basins areas within which to focus, using a portfolio of existing data. * Assisting in the development of an innovative Sonoma-specific scoring tool for selection of specific applications, based on the project's primary resource concerns. The tool will include screening criteria, scoring criteria, and a selection/rejection threshold. * Assisting in the development of two innovative easement deed templates, one for riparian corridors and another for source water protection on forestlands. * Assisting in the coordination among Ag + Open Space and other partners or subcontractor organizations regarding identifying and prioritizing priority areas or properties for project outreach and implementation, and regarding the research and development of innovative easement templates. * Assisting with coordination among Ag + Open Space and other partners or subcontractor organizations on the development of tools for applicant assessment such as project-specific scoring, ranking, or screening tools.	03	2027	16665.0	Dollars	1.0	\$16,665.00
			RTEP001 - TA-E,	3rd Party,	Mileage incurred by RCDs on the following:						

9	CA	Enhancement TA	Negotiated Project Mgt	Travel Payment	* Travel to meetings and other events as needed for project management. * Other travel as needed for project management.	03	2027	536.0	Dollars	1.0	\$536.00
10	CA	Enhancement TA	RTEP003 - TA-E, Negotiated Outreach	3rd Party, Travel Payment	Mileage incurred by RCDs on the following: * Travel to workshops, demonstrations, field days, meetings, and other events as needed for outreach and education. * Travel to meet with potential applicants as needed for outreach and education. * Other travel as needed for outreach and education.	03	2027	1675.0	Dollars	1.0	\$1,675.00
11	CA	Enhancement TA	RTEP004 - TA-E, Negotiated Outcomes	3rd Party, Travel Payment	Mileage incurred by RCDs on the following: * Travel to assessed properties, meetings with experts, and other events as needed for outcome assessment. * Other travel as needed for outcome assessment.	03	2027	670.0	Dollars	1.0	\$670.00
12	CA	Enhancement TA	RTEP005 - TA-E, Negotiated Innovations	3rd Party, Travel Payment	Mileage incurred by RCDs on the following: * Travel to meetings with partners and experts, observations of properties, and other events as needed for conservation innovation. * Other travel as needed for conservation innovation.	03	2027	335.0	Dollars	1.0	\$335.00
13	CA	Enhancement TA	RTEP003 - TA-E, Negotiated Outreach	Supplies	Expenses incurred by RCDs on the following: * Printing of fliers, pamphlets, and other printed materials as needed for outreach and education, including for workshops, field days, meetings, and other events; and for outreach activities such as direct mailing or posting of information. * Other supplies as needed for these events and activities such as markers, whiteboards, notepads, folders, envelopes, postcards, and others. * Venue rental and expenses as needed for these events and activities. * Equipment rental as needed for these events and activities such as projector screens, restoration equipment, etc. * Other expenses required to successfully carry out outreach & education as allowed.	03	2027	30000.0	Dollars	1.0	\$30,000.00

Line#	WBS	Award State	Funding Type	BOC	Total Entered Funding
	NR.SI.RCP8.06.2212.20XXT		Enhancement TA	2559	\$465000.0
				WBS Total	\$465000.0
				Total SA Funding	\$465000.0

RCPP Supplemental Agreement, Type I, Attachment 2 Payment Eligibility

I. UNALLOWABLE COSTS

The following costs are not allowed:

- (1) Costs above the amount authorized for the project.
- (2) Costs incurred prior to commencement of, or after the end of the supplemental agreement period of performance.
- (3) Costs not identified in the approved budget or approved budget revisions.
- (4) Profit resulting from Federal financial assistance. Recipients may not earn and keep income resulting from an award.
- (5) Costs of promotional items and memorabilia, including models, gifts, and souvenirs.
- (6) Compensation for injuries to persons or damage to property arising from project activities.
- (7) Partner administrative costs (statutorily prohibited).

This list is not exhaustive. For general information about the allowability of particular items / costs, please see 2 CFR Part 200, "Subpart E - Cost Principles", or direct specific inquiries to the administrative contact identified in the award. Because this Supplemental Agreement is based on programmatic authorities, vs. general governmental authorities, not all provision of 2 CFR 200 apply.

The allowability of some items of costs may be difficult to determine. To avoid disallowance or dispute of such costs, the recipient may seek prior approval before incurring them. NRCS retains approval authority of all project deliverables for the purpose of approving RCPP related payments listed in the supplemental agreement(s) and project deliverables.

II. PAYMENTS

NRCS shall approve RCPP Supplemental Agreement payments where the following conditions are satisfied:

Partner is compliant with all reporting and administrative requirements of this supplemental agreement;

Partner provides satisfactory / verifiable documentation of completion of each fully or partial technical or financial assistance deliverable and evidence supporting requested payment consistent with approved valuation method for that deliverable as documented in SA Attachment 1;

NRCS determines that work fully satisfies program eligibility and technical adequacy criteria for the project and practice, and the delivery is consistent with contract requirements.

Payment(s) shall be limited to the lesser of:

documented expenses determined via approved payment method(s) or
unexpended funds remaining in the obligation for completion of the deliverable.

Note: Negotiated payment methods may include but are not limited to verifiable records of actual expenses such as canceled checks, paid bills, payroll records, timesheets, and subaward documents.

Generally, labor costs charges to this award must be based upon salaries actually earned and the time actually worked on this award (calculated to exclude administrative overhead). Exception to such “actual cost” methods are allowed ONLY when approved negotiated payment methods clearly document typical expenses associated with a task, and accounting records support delivery of specific quantities of a task for which such an approved negotiated payment method is in place

III PAYMENT PROCESS:

Partner responsible for requesting payments via RCPP Portal or replacement system. Partner assumes sole responsibility for ensuring only eligible individuals hold authority to make payment requests.

Partner is solely responsible for verifying partner “vendor record” information, including banking information, prior to each payment request.

Partner responsible for providing supporting documentation which directly supports NRCS review with respect to approved SA payment methods or NRCS shall reject payment requests. Returned request will not be eligible for payment until such time as partner satisfies this requirement.

NRCS will make payment to the recipient on a reimbursable or advance basis no more than once per quarter, unless more frequent payments are requested by partner and approved by NRCS.

Partners may request advance payments of up to 100 percent of any (or all) deliverables scheduled for delivery within the forthcoming two month period, based on demonstrated past ability to comply with agency payment processes, ability to provide similar deliverables in a timely fashion, or other criteria as determined necessary and appropriate by NRCS. If work for which advanced payment is made is not completed within the 60-day period beginning on the date of receipt of the funds, the funds shall be returned within a reasonable timeframe as determined by NRCS. Failure to return funds within a reasonable timeframe will result in the partner being in violation of the terms of the supplemental agreement, and the supplemental agreement may be terminated.

This agreement is a supplemental programmatic agreement related to and RCPP project agreement, not a procurement contract. As such, it is not subject to 5 CFR Part 1315, Prompt Payment Act, and is governed by the terms set forth herein.

RCPP Supplemental Agreement, Type I, Attachment 3 Confidentiality

Overview: Confidentiality Agreement Requirements

Information collected to implement RCPP projects may be subject to privacy and confidentiality limitations as described in Supplemental Agreement and in this Attachment.

In order to meet program objectives, RCPP projects include information sharing between the partner and NRCS, including confidential or private producer information as outlined in section D1 below (and defined in section D2). For a partner to access confidential producer information, NRCS must determine that the information will not be subsequently disclosed. For that reason, RCPP partnership agreements **must include either:**

- 1) **completed Section D1 and an executed confidentiality Agreement (see section D2) or**
- 2) **a completed confidentiality waiver (see section D3).**

If (and only if) a prospective partner **cannot** agree to protect confidential information from disclosure as provided in the template in Section D2, national approval for a variance (based on minor changes to D2 templated language and national review process) or a waiver may be requested (based on criteria in section D3). Use of privacy agreement template in D2 (with no changes, vs. requesting a variance or waiver) is recommended.

Background/Addendum to PPA Part IV B:

1. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term “confidential information” means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.
2. The recipient’s personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient’s personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).
3. The recipient agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791.
4. Lead Partner may not require employees, contractors, or subrecipients (including but not limited to other partners) seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
5. Lead Partner must notify employees, contractors, or subrecipients (including but not limited to other partners) that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (4) are no longer in effect.
6. The prohibition in paragraph (4) of this provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.

Privacy and Confidentiality, Attachment D Sections

- D1 Information Sharing in this Project
- D2 Section 1619 Agreement
- D3 NRCS Determination to Proceed in Absence of 1619 Agreement

Note: As you selected either the standard or variance agreement for the confidentiality agreement type in the portal, only sections D1 and D2 are included below. If either the partner or State POC make any changes to the language in D1 or D2 (other than unselecting specific items to share) you must obtain approval from NHQ prior to obtaining signatures on this agreement.

D1. Information Sharing in this Project:

Typical information sharing needs associated with RCPP projects are outlined below including but not limited to project deliverables, outcomes and reporting responsibilities documented in the programmatic agreement and associated attachments.

Partner to Provide Information to NRCS consistent with terms of the programmatic partnership agreement:

Partner(s) shall provide the following information to support this project:

- ✓ Detailed data on partner contributions adequately documenting completion of contribution deliverables as determined by NRCS. Documentation requirement shall include elements included in contribution deliverables as well as supporting information such as names and locations of benefitted producers as determined necessary by NRCS.
- ✓ Other reporting requirements and outcomes analysis as outlined elsewhere in this agreement.

Additionally, where supported by executed Confidentiality Agreement(s) from the Partner(s) and/or voluntarily executed written producer release(s) from affected producer(s), Partner(s) may collect protected producer information including to support producer applications for RCPP assistance or other project purposes. Information collected under this provision shall be limited to items needed to support the project:

- ✓ Complete contact and locational information for potential program (producer) participants, applicants and/or producer contract holders
- ✓ Applicable application data received from applicants
- ✓ Applicable contract data related to producer participants
- ✓ Plan and or Resource Inventory information of potential or actual participants

NRCS to provide Information to Partner consistent with terms of the programmatic partnership agreement:

NRCS shall provide the following information to support this project:

- ✓ aggregated and or non-protected producer award data for producer contract and supplemental agreements to support partner analysis responsibilities in this RCPP project
- ✓ annual reports on NRCS technical assistance expenditures.

Additionally, where supported by executed 1619 Agreement(s) from the Partner(s) and/or voluntarily executed written producer release(s) from affected producer(s), NRCS may (at Agency discretion) provide protected information, including those items listed below, to a partner. Information shared under this provision shall be limited to items needed to support the project:

- ✓ Complete contact and locational information for potential program (producer) participants, applicants and/or producer contract holder
- ✓ Applicable application data received from applicants
- ✓ Applicable contract data related to producer participants
- ✓ Plan and or Resource Inventory information of potential or actual participants

D2. Section 1619 Agreement**I. Purpose**

- a. The Supplemental Agreement to which this 1619 Section Agreement (Part D2) is attached is an agreement to provide *technical and/or financial* assistance under the Regional Conservation Partnership Program.
- b. To provide this assistance, the agency has determined that Lead Partner requires access to information provided by one or more agricultural producers or owners of agricultural land, or related geospatial information, (“protected information”) as described in subsection (b)(2) of Sec. 1619 of the Food, Conservation and Energy Act of 2008, (7 U.S.C. § 8791) (Sec. 1619). When adopted and in force, Part D2 authorizes disclosure of such information as necessary to provide such assistance by Lead Partner, as a cooperating entity with a USDA program.

II. Description of Assistance to be provided under USDA program

- a. The cooperating entity will assist in the delivery of the identified program(s) as described in the Supplemental Agreement and related attachments, including but not limited to the Table of Deliverables and Section D1 (above) of this attachment.

III. Description of Information Required to Provide Assistance

- a. The parties agree that disclosure of the following protected information to the cooperating entity may be necessary to adequately and efficiently provide the assistance described in the Supplemental Agreement and related attachments, including but not limited to the Table of Deliverables and Section D1 (above) of this attachment.

IV. Use of the Protected Information

- a. The cooperating entity will use the protected information as follows: to support delivery of RCPP assistance to interested producers, applications or RCPP awardees (including producer and supplemental agreement holders).

V. Requirements for Authorized Disclosure of Protected Information to Cooperating Entity

- a. USDA is prohibited from releasing protected information by Sec. 1619, unless permitted to disclose as provided in subparagraphs (b)(3) and (4). Specifically, subparagraph (b)(3)(A) describes the circumstances under which the disclosure of protected information is permitted to a person or agency working in cooperation with the USDA. Compliance with the terms of this MOU supports the determination that the cooperating entity meets the requirements of this statute. If applicable, it has also been determined that release of this information is authorized as a routine use under the applicable agency System of Records Notice.

VI. System of Records Routine Use

- a. If the information is maintained in a system of records as defined under the Privacy Act, it may only be shared as provided in 5 U.S.C. 552a(b). Typically, this requires that the information be covered by a routine use described in the applicable System of Records Notice (SORN) for the system of records. NRCS

maintains producer records in Landowner, Operator, Producer, Cooperator, or Participant Files in field offices and various software platforms (including but not limited to Conservation Desktop, Protracts, and the National Easement Staging Tool (NEST)); these records may be shared per terms of this Part as required to support RCPP project implementation.

VII. Responsibilities

a. The agency agrees to:

1. Provide the protected data that has been approved for disclosure under Part D2 and the associated agreement, as described above, or authorize the collection of such information directly from the producer or owner of agricultural land; and

2. Deliver protected data to the cooperating entity in a timely and efficient manner.

b. The cooperating entity agrees:

1. Not to disclose the protected information described above to anyone—

A. not covered by this agreement; and

B. providing technical or financial assistance under a USDA program, except as provided below.

2. To use the protected data only to perform work that is directly connected to providing *technical and financial* assistance with respect to this RCPP Project. Use of the protected data to perform work that is not directly connected to the Regional Conservation Partnership Program (RCPP) is expressly prohibited.

3. Not to transfer protected information to any other individual or organization that is not directly covered by this MOU.

4. To internally restrict access to the protected data to only those individuals within the organization that have a demonstrated need to know the protected data in order to perform work on this RCPP project.

5. To notify about their obligation to abide by the terms of this MOU:

A. all current members or staff of the organization who will have access to the protected data prior to providing such access;

B. any new member or staff of the organization if that individual will be provided access to the protected data; and

C. all members or staff with access to the protected data at least twice annually to remind them of this continuing obligation.

D. The cooperating entity acknowledges the following binding restrictions:

1. Data provided in support of Part D2 is protected from unauthorized use and unauthorized disclosure pursuant to the administrative and/or civil remedies/criminal penalties as identified in applicable Federal statutes including the Privacy Act of 1974 (5 U.S.C. 552a - as amended), the Freedom of Information Act (5 U.S.C. § 552 - as amended), Section 1244 of the Food Security Act of 1985 (16 U.S.C. 3844), and Section 1619 of the Food, Conservation and Energy Act of 2008 (7 U.S.C. 8791).

2. Unauthorized use/unauthorized disclosure of the protected data may be a violation of applicable Federal statutes. The cooperating entity may be held contractually, administratively, civilly, and/or criminally liable if the cooperating entity discloses the protected data in violation of the applicable Federal statutes.
3. The provisions in Sec. 1619 are continuing obligations. Even when *Lead Partner* is no longer a cooperating entity, (whether through expiration or termination of the agreement) or when individuals currently affiliated with the cooperating entity leave the organization, every person having been provided access to the protected data shall continue to be legally bound to comply with the provisions in Sec. 1619.
4. Protected information provided under this agreement cannot be released under any state law or at the order of any state official or court, including under the state's "sunshine law," "open records act," and/or version of the Freedom of Information Act. If at the time of this MOU, or at any subsequent time, any state law is interpreted to be inconsistent with this requirement, or any state official orders the release of protected information under this MOU, the cooperating entity will immediately notify the agency.

VIII. Amendments

- a. This agreement may be amended at any time by the mutual written agreement of the parties.

IX. Termination and Expiration

a. Effective Period

1. Part D2 will be in effect on the date of the final signature and shall continue until the end of the Supplemental Agreement to which is it attached.
2. Part D2 will be reviewed each year until the expiration date of the Programmatic Partnership Agreement.
3. Should the need for this agreement continue beyond the identified effective period, this agreement shall be reviewed, updated as necessary, and revalidated prior to the identified expiration date. The extension of this agreement shall be documented in an appropriate addendum or new confidentiality agreement that is signed by both parties.

b. This Agreement may be terminated:

1. Immediately by the agency if:

- A. it believes that the cooperating entity has disclosed protected data in violation of Sec. 1619;
 - B. it believes that the cooperating entity has used the protected data for any purpose that is not directly connected to the (replace with the name of the USDA program); or
 - C. the cooperating entity is no longer a USDA Cooperator requiring access to data protected by Sec. 1619.
2. Immediately at the request of the cooperating entity. If possible, notice of at least thirty calendar days shall be provided to the agency prior to the date of termination for the Memorandum.
 3. At any time by the mutual written agreement of the agency and the cooperating entity or independently by the agency or the cooperating entity with a 30 calendar day written notice between both parties.

If this agreement (or the PPA to which it is attached) is terminated, potential impacts to RCPP project will be evaluated and NRCS will work collaborative with Lead Partner to maintain viability of this the partnership agreement to which Part D2 is attached, guided by RCPP policy and terms of Part D as a whole.

c. Use of the protected data for any purpose is expressly prohibited when the cooperating entity is no longer a cooperating entity. When Lead Partner is no longer a cooperating entity, any protected data provided under this MOU must be immediately destroyed. Lead Partner shall provide to the agency written certification that the protected data (paper and/or electronic copy) has been properly destroyed and/or removed from any electronic storage media.

Signature of the cooperating entity and the Date Signed

 e-Signed by Misti Arias For, if applicable: On 07-29-24	07-29-24
Name, Title Misti Arias	Date

Signature of the *Natural Resources Conservation Service* Approving Official and the Date Signed

After reviewing this agreement, I have determined that the protected information will not be subsequently disclosed, and that it meets the requirements for an authorized disclosure under Section 1619 of the Food, Conservation and Energy Act of 2008.

 e-Signed by Carlos Suarez For, if applicable: On 07-29-24	07-29-24
Name, Title Carlos Suarez	Date

If any variance from template above is requested, USDA FPAC Privacy Officer Signature is required.

Signature of the Farm Production and Conservation Privacy Officer and the Date Signed

Name, Title	Date
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7 U.S.C. § 8791 of the Food, Conservation and Energy Act of 2008**Section 1619 (7 U.S. C. § 8791). INFORMATION GATHERING.**

(a) GEOSPATIAL SYSTEMS.—The Secretary shall ensure that all the geospatial data of the agencies of the Department of Agriculture are portable and standardized.

(b) LIMITATION ON DISCLOSURES.—

(1) DEFINITION OF AGRICULTURAL OPERATION.—In this subsection, the term “agricultural operation” includes the production and marketing of agricultural commodities and livestock.

(2) PROHIBITION.—Except as provided in paragraphs (3) and (4), the Secretary, any officer or employee of the Department of Agriculture, or any contractor or cooperator of the Department, shall not disclose—

(A) information provided by an agricultural producer or owner of agricultural land concerning the agricultural operation, farming or conservation practices, or the land itself, in order to participate in programs of the Department; or

(B) geospatial information otherwise maintained by the Secretary about agricultural land or operations for which information described in subparagraph (A) is provided.

(3) AUTHORIZED DISCLOSURES.—

(A) LIMITED RELEASE OF INFORMATION.—If the Secretary determines that the information described in paragraph (2) will not be subsequently disclosed except in accordance with paragraph (4), the Secretary may release or disclose the information to a person or Federal, State, local, or tribal agency working in cooperation with the Secretary in any Department program—

(i) when providing technical or financial assistance with respect to the agricultural operation, agricultural land, or farming or conservation practices; or

(ii) when responding to a disease or pest threat to agricultural operations, if the Secretary determines that a threat to agricultural operations exists and the disclosure of information to a person or cooperating government entity is necessary to assist the Secretary in responding to the disease or pest threat as authorized by law.

RCPP Supplemental Agreement, Type I, Attachment 4 General Terms and Conditions

I. APPLICABLE REGULATIONS

A. The regulations in 7 CFR Part 1464 and are incorporated by reference. In the event of a conflict between these regulations and the terms of this attachment, the provisions of the regulations will prevail.

B. Allowable project costs will be determined in accordance with the authorizing statute and regulation the purpose(s) of the RCPP project which this supplemental agreement supports, the purposes of this supplemental agreement award

C. As a condition of this award, the recipient assures and certifies that it has and/or will comply and require subrecipients to comply with the requirements contained in the following statutes and regulations, as applicable.

- (1) 2 CFR Part 25, "Universal Identifier and System of Award Management"
- (2) 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information"
- (3) 2 CFR Part 175, "Award Term for Trafficking in Persons"
- (4) 2 CFR Part 180, "OMB Guidelines to Agencies On Governmentwide Debarment And Suspension (Non-procurement)"
- (5) 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"
- (6) 2 CFR Part 400, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards"
- (7) 2 CFR Part 417, "Non-procurement Debarment and Suspension"
- (8) 2 CFR Part 418, "New Restrictions on Lobbying"
- (9) 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)"
- (10) 2 CFR Part 422, "Research Institutions Conducting USDA-Funded Extramural Research; Research Misconduct"
- (11) 48 CFR Part 31, "Contract Cost Principles and Procedures" c. For corporate recipients, by accepting this award the recipient acknowledges: (1) that it does not have a Federal tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) that it has not been convicted of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarment official of the USDA has considered suspension or debarment of the recipient corporation based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the agency will annul this agreement and may recover any funds the recipient has expended in violation of the above cited statutory provisions.
- (12) If work performed under this agreement relates to the alteration, or repair (including painting and decorating) of public buildings or public works (e.g. financial assistance related to the RCPP Watershed funding tied to such purposes), Partner responsible for full compliance with the Davis-Bacon and Related Acts.

II. PRIOR APPROVAL REQUIREMENTS

Certain items of cost and award revisions require the prior written approval of the awarding agency. The following are the most common situations requiring prior approval. However, this list is not exhaustive, and the recipient is also bound by any other prior approval requirements identified in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

III. FINANCIAL AND PERFORMANCE REPORTING

Recipients must submit progress reports as required by NRCS to support NRCS ability to monitor award. Failure to submit reports as required may result in suspension or termination of award.

The recipient must submit final report(s) no later than 90 days after the period of performance end date. NRCS will withhold payments under this award if the recipient is delinquent in submitting required reports.

IV. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements consistent with 2 CFR 200, Subpart F. A recipient entity that expends \$750,000 or more during the recipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

V. SPECIAL PROVISIONS

The recipient assures and certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.

Employees of the NRCS will participate in efforts under this agreement solely as representatives of the United States. They may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, NRCS employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in projects or agreements with such recipients.

Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement.

Recipients who engage or assist in scientific related activities on behalf of USDA must uphold the principles of scientific integrity established by Departmental Regulations 1074-001, Scientific Integrity. Covered activities include engaging in, supervising, managing, and reporting scientific work; analyzing and publicly communicating information resulting from scientific work; and utilizing information derived from scientific work in policy and decision making.

Recipients of awards under covered programs (as defined in Executive Order 13858, January 31, 2019) are hereby notified that they are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the

United States in every contract, subcontract, purchase order, or subaward that is chargeable under the award. "Covered program" means a program that provides financial assistance for the alteration, construction, conversion, demolition, extension, improvement, maintenance, construction, rehabilitation, or repair of an infrastructure project in the United States. However, it does not include programs for which a domestic preference is inconsistent with law or programs providing financial assistance that are subject to comparable domestic preferences.

The recipient and its employees are prohibited from promoting, recommending, or discussing the availability of specific commercial products or services with NRCS clients in the course of carrying out activities under this agreement, including any products or services offered by the recipient, except as may be specifically allowed in the agreement.

PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.

In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to the NRCS contact(s) identified in the RCPP portal.

USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

The following acknowledgment of USDA support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

"This material is based upon work supported by the U.S. Department of Agriculture, under Regional Conservation Partnership Program Supplemental Agreement number [recipient should enter the applicable award number here]."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

"Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture. In addition, any reference to specific brands or types of products or services does not constitute or imply an endorsement by the U.S. Department of Agriculture for those products or services."

All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or

on the USDA home page. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

“USDA is an equal opportunity provider and employer.”

The recipient is responsible for ensuring that an acknowledgment of USDA is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss work funded by this award in a substantial way.

VI. CONTRIBUTIONS/COST-SHARING/MATCH REQUIREMENTS

a. RCPP projects all have “contribution” requirements; some supplemental agreements also have “match” or “cost sharing” requirements. If this Supplemental Agreement has specific match requirements (see SA), the match from other projects may not be counted toward meeting the specific match requirement of this award and must come from non-Federal sources unless otherwise stated in the applicable (non-RCPP/donor) program authorizing statute.

b. Cost share must be documented on each budget and in source documentation as it is provided by the recipient or third party. The required cost-share or matching ratio must be met by the end of the agreement period of performance; however, it does not have to be maintained for every payment request.

Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must—

1. Immediately notify the NRCS administrative contact of the situation.
2. Specify the steps it plans to take to secure replacement cost sharing.
3. Indicate the plans to either continue or phase out the project in the absence of cost sharing. If the recipient's plans are not acceptable to the NRCS, the award may be subject to termination. NRCS modifications to proposed cost sharing revisions are made on a case-by-case basis. Failure by the recipient to notify NRCS in accordance with this section may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of some of the NRCS funds provided under the award, and possible termination of the award. It may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well as records of costs to be paid by NRCS. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

Recipients must provide notification to the agency administrative contact when adding or replacing sources of cost- share contributions.

VII. PROGRAM INCOME

Program income is the gross revenue generated by a Federally funded activity earned during the performance period of the award. Program income may be earned by recipients from fees charged for conference or workshop attendance, from rental fees earned from real property or equipment acquired with Federal funds, or from the sale of commodities or items developed

under the grant or cooperative agreement. It must fall within the guidelines at 2 CFR 200.307. Unless identified and addressed in the award, the recipient must provide notification to the administrative contact and request the manner it would like to treat the income (i.e., deductive or additive). Program income may be used to meet recipient cost-share requirements with the approval of the Government. All program income must be reported.

VII. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by the NRCS of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to the NRCS. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the NRCS administrative contact for disposition instructions.

VIII. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of NRCS to the recipient is the amount of funds indicated in the award as obligated by NRCS. However, if an erroneous amount is stated on the approved budget, or any supporting document relating to the award, NRCS will have the unilateral right to make the correction and to make an appropriate adjustment in the NRCS share of the award to align with the Federal amount authorized.

IX. MISREPRESENTATION AND SCHEME OR DEVICE

A participant who is determined to have erroneously represented any fact affecting a determination with respect to this contract and the regulations applicable to this contract, adopted any scheme or device which tends to defeat the purposes of this contract, or made any fraudulent representation with respect to this contract, will not be entitled to payments or any other benefits made under this contract. The participant must refund to NRCS all payments received plus interest. In addition, NRCS may terminate the participant's interest in all agreements. The provisions of this paragraph of the attachment shall be applicable in addition to any other criminal and civil fraud statutes.

X. APPEAL RIGHTS

Lead partners and nonlead partners under partnership or supplemental agreements.

(1) A lead partner or nonlead partner may obtain a review of any administrative determination concerning eligibility as a partner under the program or eligibility for financial assistance payments under an agreement that obligated financial assistance funds utilizing the administrative appeal regulations provided in 7 CFR parts 11 and 614.

(2) NRCS provision of technical assistance funds under a partnership agreement or supplemental agreement are not subject to administrative review as the provision of such funds are to assist NRCS with its implementation of the program consistent with 16 U.S.C. 3842 and are not program payments or benefits to a lead partner or nonlead partner.

XI. 2 CFR 200 EXCEPTION

Consistent with authorities included in the Supplemental Agreement or herein, as well as provisions of 2 CFR 200.102, Exceptions, this supplemental agreement is subject to audit provisions of 2 CFR 200 and those provisions of 2 CFR 200 referenced herein. Where supplemental agreement language conflicts with 2 CFR 200, the terms of this agreement and the RCPP program authorities shall prevail.

RCPP Supplemental Agreement, Type I, Attachment 5 Practices and Specifications

I. RCPP TECHNICAL ASSISTANCE (TA) ACTIVITIES

TA tasks are informed by the Announcement of Program Funding (APF) which defines contracting terms and eligibility and guides agency SA awards.

RCPP TA Implementation (TA-I) and TA Enhancement (TA-E) deliverables are contracted and reported by TA practice/activity type, including the following:

Enhancement Activity Types:

RTEEx-001	TA Enhancement Payment for Project Management
RTEEx-002	TA Enhancement Payment for Communications and Coordination
RTEEx-003	TA Enhancement Payment for Outreach and Education
RTEEx-004	TA Enhancement Payment for Outcome Assessment
RTEEx-005	TA Enhancement Payment for Conservation Innovation
RTEEx-006	TA Enhancement Payment for Other Eligible Purposes

Implementation Activity Types:

RTIx-001	TA Implementation Payment Pre-Application Activity
RTIx-002	TA Implementation Payment Planning on FA Applications or Contracts
RTIx-003	TA Implementation Payment Design on FA Applications or Contracts
RTIx-004	TA Implementation Payment Installation (TA) on FA Applications or Contracts
RTIx-005	TA Implementation Payment Checkout on FA Applications or Contracts
RTIx-006	TA Implementation Payment Atypical Post-Application (TA) Services
RTIx-007	TA Implementation Payment Eligible 3rd Party (TA) Contract Management

II. RCPP TA PAYMENT Scenarios/Components

The “x” shown in RCPP activity numbering convention above denotes the basis for each activity’s payment scenarios: “P” activities are tied to negotiated supplemental agreement items; “N” activities to established NRCS scenario TA scenarios.

NRCS will implement controls on available scenarios via agency software in both negotiated and scenario-based contracting.

NRCS retains authority for ensuring that negotiated TA E and TA I tasks are categorized into the most applicable TA practice, scenario, and (as applicable) Budget Object Code category. Incorrectly categorized expenses, or components under them, may delay evolution of technical adequacy (a prerequisite for payment eligibility), and thus payment processing or eligibility.

III. FINANCIAL ASSISTANCE PAYMENTS FOR EASEMENT RELATED DUE DILIGENCE TASKS

RCPP FA due diligence tasks are contracted and reported based on agency “LTA” practices as negotiated in the RCPP portal. Available LTA practices are generally limited to those required of NRCS to fulfil its responsibilities under related covered programs, such that the type of

easement being acquired (US Held vs. Entity Held) shall limit LTA services eligible for potential inclusion in an FA for due diligence award as determined by NRCS. General availability is as follows:

US Held Easements

LTAPTS	Acquisition Process – Title Search
LTAPERS	Acquisition Process – Environmental Database Records Search
LTAPERSU	Acquisition Process – Environmental Database Records Search Update
LTAPFP1	Acquisition Process – Full Phase I
LTAPA	Acquisition Process – Appraisal
LTAPAU	Acquisition Process – Appraisal Update
LTAPTR1	Acquisition Process – Appraisal Technical Review First Review
LTAPTR2	Acquisition Process – Appraisal Technical Review Second Review
LTAPBS	Acquisition Process – Boundary Survey
LTAPCS	Acquisition Process – Closing Services

Entity Held Easements

LTAPERS	Acquisition Process – Environmental Database Records Search
LTAPERSU	Acquisition Process – Environmental Database Records Search Update
LTAPTR1	Acquisition Process – Appraisal Technical Review First Review
LTAPTR2	Acquisition Process – Appraisal Technical Review Second Review

Negotiated payment scenarios for each LTA practice shall be determined by NRCS.

Technical requirements for these activities shall be determined by NHQ at the national office level and are specified in supplement(s) to this Attachment.