

### CONSERVATION PROGRAM APPLICATION

Name:	Application Number:
Address:	Application Date:
	County and State:
Email:	
Telephone:	Watershed:
	Subaccount:
Location (Legal Description or Farm and Tract Number):	

1.  Yes  No Do you have farm records established with the appropriate USDA Service Center Agency?

*If no, you must establish them with the appropriate USDA Service Center Agency prior to submitting this application.*

2. This is an application to participate in the:

<input type="checkbox"/> Agricultural Management Assistance (AMA)	<input type="checkbox"/> Environmental Quality Incentives Program (EQIP)
<input checked="" type="checkbox"/> Conservation Stewardship Program (CSP) <input type="checkbox"/> CSP Renewal	Agriculture Conservation Easement Program (ACEP) - Wetland Reserve Easements (WRE)
<input type="checkbox"/> Regional Conservation Partnership Program (RCPP) <input type="checkbox"/> EQIP <input type="checkbox"/> CSP	<input type="checkbox"/> Regional Conservation Partnership Program (RCPP) <input type="checkbox"/> ACEP- (WRE) <input type="checkbox"/> Healthy Forest Reserve Program (HFRP)

3. Are you applying to participate in a conservation program as an (check one of the following):

Individual

a) Please enter your legal name and tax identification number:

**Name:** \_\_\_\_\_ **Tax Number:** \_\_\_\_\_

Entity (Corporation, Limited Partnership, Trust, Estate, etc.)

a) Please enter entity legal name and tax identification number:

**Name:** \_\_\_\_\_ **Tax Number:** \_\_\_\_\_

b)  Yes  No Do you have appropriate documents including proof to sign for the entity?

Joint Operation (General Partnership, Joint Venture)

a) Please enter joint operation legal name and tax identification number:

**Name:** \_\_\_\_\_ **Tax Number:** \_\_\_\_\_

b)  Yes  No Do you have appropriate documents including proof to sign for the joint operation?

4. **A Dun & Bradstreet Data Universal Numbering System (DUNS) number and current registrations in the Central Contractor Registration (CCR) System for Award Management (SAM) database are required for receiving payment under an Employer Identification Number (EIN). An EIN is also known as a Federal Tax Identification Number, and is used to identify a business entity.**

*Please note that the entity-applicants must obtain a DUNS number, register it under the legal business name which matches the Internal Revenue Service (IRS) records for the applicable EIN, and such legal business name must match the name identified above as the applicant requesting participation in the named program. If your entity does not have a DUNS number, information is available at <http://fedgov.dnb.com/webform> To register with SAM, go to <https://www.sam.gov/>*

**DUNS Number:**

**Registration Activation Date:**

5. **Is the land being offered for enrollment used for crop (including forest-related) or livestock production?**

**Crop Production**

**Crop Type:**

**Livestock Production**

**Livestock Type:**

6. **The land offered under this application is (check all that apply):**

**Private Land**

**Public Land (Federal, State, or Local Government)**

**Tribal, Allotted, Ceded or Indian Land**

7. **You certify that Certification of control of the land offered under the application is evidenced by:**

**Deed or other evidence of land ownership (required for all ACEP-WRE applications)**

**Written lease agreement**

Years of control are      through

**Other agreement or legal conveyance (describe):**

Years of control are      through

8.  **Yes**    **No**   **Is the land offered under this application enrolled in any other conservation program?**

9. **Do you meet the criteria for any of the following categories? (mark all that apply)**

**Limited Resource Farmer or Rancher**

**Beginning Farmer or Rancher**

**Socially Disadvantaged Farmer or Rancher**

**Veteran Farmer or Rancher**

**Not Applicable**

*If you wish to apply in any of these categories, you must meet the self certification requirements. Definitions are provided below. For more information please go to this website:*

<http://www.lfctool.sc.egov.usda.gov/>

**Limited Resource Farmer or Rancher** – The term “Limited Resource Farmer or Rancher” means a participant:

- With direct or indirect gross farm sales not more than the current indexed value in each of the previous two years, and
- Who has a total household income at or below the national poverty level for a family of four, or less than 50 percent of county median household income in each of the previous two years.

A legal entity or joint operation can be a Limited Resource Farmer or Rancher only if all individual members independently qualify. A Self-Determination Tool is available to the public and may be completed on-line or printed and completed hardcopy at: <http://www.lrftool.sc.egov.usda.gov/>

**Beginning Farmer or Rancher**– The term “Beginning Farmer or Rancher” means a participant who:

- Has not operated a farm or ranch, or who has operated a farm or ranch for not more than 10 consecutive years. This requirement applies to all members of a legal entity, and who
- Will materially and substantially participate in the operation of the farm or ranch.

In the case of a contract with an individual, individually or with the immediate family, material and substantial participation requires that the individual provide substantial day-to-day labor and management of the farm or ranch, consistent with the practices in the county or State where the farm is located.

In the case of a contract made with a legal entity, all members must materially and substantially participate in the operation of the farm or ranch. Material and substantial participation requires that the members provide some amount of the management, or labor and management necessary for day-to-day activities, such that if the members did not provide these inputs, operation of the farm or ranch would be seriously impaired.

**Socially Disadvantaged Farmer or Rancher**- The term “Socially Disadvantaged” means an individual or entity who is a member of a socially disadvantaged group. For an entity, at least 50 percent ownership in the farm business must be held by socially disadvantaged individuals. A socially disadvantaged group is a group whose members have been subject to racial or ethnic prejudice because of their identity as members of a group without regard to their individual qualities.

These groups consist of the following:

- American Indians or Alaskan Natives
- Asians
- Blacks or African Americans
- Native Hawaiians or other Pacific Islanders
- Hispanics.

Note: Gender alone is not a covered group for the purposes of NRCS conservation programs. The term entities reflect a broad interpretation to include partnerships, couples, legal entities, etc.

**Veteran Farmer or Rancher**- The term “Veteran Farmer or Rancher” means a farmer or rancher who:

- Served in the active military, naval, or air service, and
- Who was discharged or released from the service under conditions other than dishonorable, and
- Who has not operated a farm or ranch; or has operated a farm or ranch for not more than 10 consecutive years.

A legal entity or joint operation can be a Veteran Farmer or Rancher only if all individual members independently qualify.

**10. Is any of the land offered for enrollment under this application:**

- Certified Organic by the National Organic Program (NOP)**
- Transitioning to become Certified Organic by the NOP**
- Exempt from Organic Certification as defined by the NOP**
- Not Applicable**

*Certification in any of these categories is to assist with planning and will not automatically result in the application being considered in any initiatives made available for organic-related production. Applicants must specifically request to participate in an organic initiative. Note that the EQIP Organic Initiative has a lower payment limitation (\$20,000/year and \$80,000 over any*

*6-year period per person or legal entity) than payments made to a person or legal entity under General EQIP.*

On the farm(s) identified above, the Applicant agrees to participate in the identified program if the offer is accepted by the NRCS. The undersigned shall hereafter be referred to as the "Participant." The participant understands that starting a practice prior to contract approval causes the practice to be ineligible for program financial assistance. The participant will obtain the landowner's signature on the contract or provide written authorization to install structural or vegetative practices. The Participant agrees not to start any financially assisted practice or activity or engage the reimbursable services of a certified Technical Service Provider before a Contract is executed by CCC. The Participant may request, in writing, a waiver of this requirement for financially assisted practices by the NRCS State Conservationist.

All participants that certify land control or certify eligibility as Limited Resource Farmer or Rancher, Beginning Farmer or Rancher, or Veteran Farmer or Rancher will provide all records necessary to justify their claim as requested by a NRCS representative. It is the responsibility of the Participant to provide accurate information to support all items addressed in this application at the request of NRCS. False certifications are subject to criminal and civil fraud statutes.

The Participant acknowledges that highly erodible land conservation/wetland conservation, adjusted gross income certifications, and member information for entities and joint operations are on file with the FSA.

Each participant that is a non-individual receiving payment under an EIN is required to be registered in the CCR on SAM.gov before submitting this application and must provide a valid DUNS number on this application. Each applicable entity must continue to maintain an active registration with current information at all times during which it has a conservation program contract/agreement or an active application under consideration. NRCS may not enter into a conservation program contract/agreement with a non-individual until the all applicable DUNS and SAM requirements have been met. If a non-individual has not fully complied with these requirements by the time NRCS is ready to award the conservation program contract/agreement, NRCS may determine that the non-individual is not qualified to receive a conservation program contract/agreement and use that determination as a basis for making an award to another applicant.

11.  Yes  No I have received a copy of the applicable conservation program contract appendix.

<b>Applicant Signature</b>	<b>Date</b>
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**NONDISCRIMINATION STATEMENT**

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers. If you believe you experienced discrimination when obtaining services from USDA, participating in a USDA program, or participating in a program that receives financial assistance from USDA, you may file a complaint with USDA. Information about how to file a discrimination complaint is available from the Office of the Assistant Secretary for Civil Rights. USDA prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex (including gender identity and expression), marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, complete, sign, and mail a program discrimination complaint form, available at any USDA office location or online at <http://www.ascr.usda.gov>, or write to:

USDA

Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, S.W.  
Washington, DC 20250-9410

Or call toll free at (866) 632-9992 (voice) to obtain additional information, the appropriate office or to request documents. Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay service at (800) 877-8339 or (800) 845-6136 (in Spanish). USDA is an equal opportunity provider, employer, and lender.

Persons with disabilities who require alternative means for communication of program information (e.g., Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

#### **PRIVACY ACT STATEMENT**

The following statements are made in accordance with the Privacy Act of 1974 (U.S.C. 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other state or federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

This information collection is exempted from the Paperwork Reduction Act under 16 U.S.C. 3801 note and 16 U.S.C. 3846.

**U. S. DEPARTMENT OF AGRICULTURE**  
Natural Resources Conservation Service (NRCS)  
On behalf of the  
Commodity Credit Corporation (CCC)

**APPENDIX TO FORM NRCS-CPA-1202**  
**CONSERVATION PROGRAM CONTRACT**  
For  
**Conservation Stewardship Program (CSP) and**  
**Regional Conservation Partnership Program (RCPP)**  
**(which is administered under and subject to CSP regulations)**

**1 PROGRAM ELIGIBILITY REQUIREMENTS**

- A** The Participant must complete and file Form AD-1026 Highly Erodible Land Conservation (HEL) and Wetland Conservation (WC) Certification or any successor form and meet the requirements set forth therein, in accordance with Title XII of the Food Security Act of 1985, as amended. By signing this Conservation Program Contract (Contract), the Participant certifies that the Participant has completed and filed the AD-1026 and meets the payment eligibility requirements set forth in the Highly Erodible Land Conservation-Wetland Conservation (HELC-WC) provisions at 7 CFR part 12.
- B** The Participant must meet the requirements of, complete, and file Form CCC-941 (Average Adjusted Gross Income Certification and Consent to Disclosure of Tax information) or any successor form. By signing this Contract, the Participant certifies that the Participant has met the requirements of, completed, and filed the applicable form. A person, legal entity, or joint operation shall not be eligible to receive any benefit during a crop, fiscal, or program year, as appropriate, if the person, legal entity, or joint operation does not meet the adjusted gross income (AGI) limitations established by Section 1001D of the Food Security Act of 1985, as amended, and implemented through regulations at 7 CFR part 1400. The amount of any payment or benefit shall be reduced by an amount that is commensurate with the direct and indirect ownership interest in the entity (legal entity or joint operation) of each person or legal entity who has income in excess of the applicable limitation specified. To assist in RCPP implementation, the Chief may also waive the applicability of the adjusted gross income (AGI) limitation in section 1001D(b)(2) of the Food Security Act of 1985 for participating producers if the Chief determines that the waiver is necessary to fulfill RCPP objectives.
- C** The Participant must complete and file Form CCC-901 Member's Information, or its equivalent, if the Participant represents a business classified as a legal entity or joint operation by the U.S. Department of Agriculture (USDA) under 7 CFR part 1400.
- D** At Least one Participant must be the operator of record in the Farm Service Agency (FSA) farm records management system for the agricultural operation being offered for enrollment in the program and have effective control of the land for this Contract period. Other Participants with shares greater than zero must have effective control of the land for the contract period, and demonstrate to the satisfaction of NRCS that they are an eligible producer and part of the daily management, administration, and performance of the operation and share in the

risk. By signing this Contract, the Participant certifies that the Participant has included in the Contract all eligible land and will control the land subject to this Contract for the term of this Contract and shall, upon request, provide evidence to Commodity Credit Corporation (CCC) demonstrating that such Participant has control of the land for that period. NRCS may grant exceptions to this "operator of record" requirement for producers, tenants, and owners in the FSA farm records management system that demonstrate to the satisfaction of NRCS that they will operate and have effective control of the land for the term of this contract. Where applicable, NRCS will consult with the U.S. Department of Interior, Bureau of Indian Affairs (BIA) to determine Tribal land eligibility.

- E** The Participant shall not be eligible for Contract payments for any of the following: (1) activities that the Participant is required to implement to address non-compliance with the HELC and WC requirements provisions at 7 CFR part 12; (2) new conservation activities applied with financial assistance through any other USDA conservation program; (3) the design, construction, or maintenance of animal waste storage or treatment facilities or associated waste transport devices for animal feeding operations; (4) conservation activities that were initiated or implemented prior to contract approval, unless a waiver was granted by the Chief or designee prior to the activity implementation, and (5) conservation practice or activities which there is no cost incurred or income forgone by the Participant.
- F** Land used for crop production after February 7, 2014 that had not been planted, considered to be planted, or devoted to crop production for at least 4 of the 6 years preceding this date shall not be eligible for any payment under the program, unless the land does not meet the requirement because: (1) the land had previously been enrolled in the Conservation Reserve Program; (2) the land has been maintained using long-term crop rotation practices, as determined by CCC; or (3) the land is incidental land needed for efficient operation of the farm or ranch, as determined by CCC.
- G** Land otherwise eligible for the covered conservation program shall not be eligible if the land is publically owned (including land owned by a Federal, State, or local unit of government), if the land is enrolled in the Conservation Security Program, Conservation Reserve Program, Wetland Reserve Easement through the Agricultural Conservation Easement Program, or is subject to a deed or other legal restriction prohibiting the application of the conservation plan and associated conservation activities, or where a benefit has or will be obtained from a Federal, or State agency (including political subdivisions and entities thereof) in return for the Participant's agreement not to implement the conservation plan and associated conservation activities on the land during the same time as the land would be enrolled in this Contract. By applying for the program Contract, the Participant certifies as a condition for payment that no such restrictions apply to the subject land.
- H** The Participant is responsible for obtaining the authorities, permits, easements, or other approvals necessary for the implementation, operation, and maintenance of the conservation activities in accordance with applicable laws and regulations. A Participant must comply with all laws and is responsible for all effects or actions resulting from the Participant's performance under this Contract.

- I** The Participant will obtain the landowner's signature on the Contract or provide to NRCS written authorization from the landowner that identifies the Participant has authority to install structural or vegetative practices. The landowner's signature on the Contract for purposes of authorizing such practices does not qualify the landowner for program payments unless all other program participation and payment eligibility requirements are met, as determined by NRCS.
- J** The Participant must be an eligible producer as defined in 7 CFR part 1470.

## 2 CONTRACT

- A** The term "Contract" as used in this Appendix means the following program documents, including:
- Conservation Program Contract, Form NRCS-CPA-1202 along with the—
    - Appendix to Form NRCS-CPA-1202, Form NRCS-CPA-1202-CPC (Appendix);
    - Conservation Plan Schedule of Operations, Form NRCS-CPA-1155;
    - Revision of Plan/Schedule of Operations or Modification of a Contract, Form NRCS-CPA-1156; and
    - Transfer Agreement, form NRCS-CPA-152 for the transferee(s).
    - Other supporting documents as set forth above in Paragraph 4(1).

The Contract shall set forth the terms and conditions for Conservation Program participation and receipt of Conservation Program payments.

- B** The contract is not in effect until it is fully executed and signed by the designated approving official of CCC. NRCS provides applicants with a courtesy copy of this Appendix at the time of application so that they can review the program requirements prior to entering into a contract with NRCS.

## 3 AGREEMENT

The Participant agrees to:

- (1) Enroll all eligible land under their effective control into the program for the period of time as specified on Form NRCS-CPA-1202 beginning on the date this Contract is executed by CCC with the exception of contract renewals where the start date for the renewed contract's period of performance starts the day after the initial contract's expiration date.
- (2) Not start any financially-assisted conservation activity, before this Contract is executed by CCC unless a waiver is approved by the NRCS Chief or designee. The Participant may submit a written request to waive this requirement for financially-assisted conservation activities. The waiver option is not applicable to renewal contracts. Financially-assisted conservation activities in a renewal contract must not be started while the initial contract is active. For purposes of determining whether a Participant has started a conservation activity prior to contract approval, NRCS may consider whether equipment, materials, or labor have been dedicated to such conservation activity.
- (3) Schedule, install, and adopt at least one additional conservation activity



within the first 12 months from the date this Contract is executed by CCC unless a waiver is requested and approved by the NRCS Chief.

- (4) Schedule, install, and adopt all enhancements by the end of the third fiscal year of the Contract.
- (5) Maintain for the life of the Contract at least the level of existing conservation performance identified at the time the contract is executed by CCC, unless a waiver has been approved by NRCS for operational or land use changes as per paragraph 9.
- (6) Install and adopt, to NRCS Standards and Specifications or applicable job sheets, conservation activities described in this Contract as scheduled, to operate and maintain these conservation activities for the intended purpose and life span identified in this Contract, and to comply with the terms and conditions of this Contract and all applicable Federal, State, Tribal, and local laws. In cases where the land is transferred to new or re-structured ownership, management, or operation during the contract period, the Participant must also ensure these responsibilities are transferred to subsequent owners, managers, or operators as provided herein;
- (7) Provide written notice to CCC within 60 days of any voluntary or involuntary loss of control of any acreage under the CPC, including changes in a participant's ownership structure or corporate form. The notice must include the name of a new producer, and the new producer must be determined eligible by CCC and willing to accept the transfer of the contract's terms and conditions by completing Form NRCS-CPA-152 Conservation Program Contract Transfer Agreement. CCC will terminate the contract if timely notice is not provided, if an eligible producer is not identified in the notice, the new producer is not approved by CCC to accept the terms and conditions of the contract, or if CCC determines that the purposes of CSP cannot continue to be met. Practices or activities are not eligible for payment if implemented after the loss of control of land by the participant and prior to approval by CCC of the transfer of the contract to an eligible new producer;
- (8) Share responsibility for ensuring that Form NRCS-CPA-1155, Conservation Plan or Schedule of Operations, is accurate and complete. CCC has no authority to compensate Participants for conservation activities that are not identified in the Contract at the time of obligation;
- (9) Not undertake any action on land under the Participant's effective control which tends to defeat the purposes of the program, as determined by CCC;
- (10) Discontinue work or activity implementation and notify CCC immediately if during the construction of any conservation activity a previously unknown or unidentified endangered species, archeological, cultural, or historical site is encountered;
- (11) Provide records and receipts, as necessary, as proof of completion and payments, and to maintain documentation for three (3) years after the end of the Federal fiscal year in which the conservation activity was completed, and to present this documentation to CCC within 30 days if selected for

- administrative compliance check;
- (12) Allow access to the land under Contract to the CCC representative or their agent, including Technical Service Providers representing NRCS, for monitoring progress on this Contract;
  - (13) Supply records and information as required by CCC to determine compliance with the Contract and requirements of the program within 30 days of request;
  - (14) Accept applicable program contract and payment limits: The Participant, if a person or legal entity, hereby agrees that the total amount of all CSP payments received, directly or indirectly, do not in the aggregate exceed \$40,000 during any fiscal year and \$200,000 for all CSP Contracts entered into during fiscal years 2014 through 2018, excluding Indian tribes, regardless of the number of Contracts entered into under the CSP by the person or legal entity. Any CSP contract entered into with a person or legal entity will be limited to \$40,000 per fiscal year and \$200,000 over the term of the 5-year contract period. Any CSP contract entered into with a joint operation will be limited to \$80,000 per fiscal year and \$400,000 over the term of the 5-year contract period. Indian tribes are excluded from payment and contract limits. Payments received in excess of these limits are subject to refund to CCC.
  - (15) Notify CCC within 30 days or less as required, of Contract acres accepted for enrollment in the Conservation Reserve Program, Wetland Reserve Easement through the Agricultural Conservation Easement Program, or other Federal or State programs that offer greater natural resource protection in order to allow those acres to be removed from the Contract. Participants will not be subject to liquidated damages or refund of payments received for enrolling land in these programs. However, this action will require an evaluation to determine whether CSP requirements will continue to be met after removal of the acres from contract, and may warrant termination of the Contract.

#### **4 CONSERVATION PLAN**

By signing the Contract, the Participant agrees:

- (A) That the - NRCS-CPA-1155, Conservation Plan or Schedule of Operations, the Customer Service Toolkit Conservation Plan document, and all supporting job sheets and attachments including but not limited to the Conservation Performance Summary Report and Detail Report are hereby incorporated as a part of the Contract; and
- (B) To install, adopt, and maintain the conservation activities as identified and scheduled in the Contract as described above and in compliance with Paragraph 6 of this Appendix—Operation and Maintenance of Conservation Activities.

**5 PAYMENTS**

- A** Subject to the availability of funds, CCC will make payment at the rate specified in this Contract, with consideration to person or legal entity payment limits as described in 5B, after a determination by CCC that conservation activities have been installed and maintained in compliance with the conservation plan, and in accordance with appropriate NRCS standards and specifications or job sheets. In order to receive payment, the Participant, upon technical certification of the completed conservation activity, must execute and file with CCC a Form NRCS-CPA-1245, Practice Approval and Payment Application, and if requested, any applicable receipts, invoices or supporting documentation, as necessary. Except for reasons beyond the control of the Participant, failure of the Participant to certify completion of the system on Form NRCS-CPA-1245 during the contract period of performance will result in forfeiture of all rights to payment under this Contract.
- B** Contract obligation level is determined at the time of contract execution by CCC and verified at the time of payments. Person or legal entity or joint operation payment limitations are verified during the payment process. Payment amounts may change prior to payment approval to enforce the direct and indirect payment limitations in 3(14). Contract payment amounts will not increase after contract approval due to re-structuring of the agricultural operation, including but not limited to creating new joint operations that may assume Contract responsibilities.
- C** CCC will provide annual payments to compensate a Participant for installing and adopting additional conservation activities as scheduled in the conservation plan and for maintaining existing activities to at least the level of performance identified at the time the contract is executed by CCC. A Participant's annual payments will be determined by land use. CCC may provide a supplemental payment for adopting or improving a resource conserving crop rotation on cropland to a Participant receiving annual payments. Payments will be issued based on the unit rate and the land use documented on Form NRCS-CPA-1245, Form NRCS-CPA-1155, Plan/Schedule of Operations and Form NRCS-CPA-1156, Revision of Plan/Schedule of Operations or Modification of a Contract. CCC may make a minimum contract payment of \$1,500 to participants in any fiscal year that a contract's payment amount total is less than \$1,500. Minimum contract Payments will not be applied to a contract for newly acquired land that is part of an operation which is under an active CSP contract.
- D** All payments received as part of a Contract are reported to the United States Internal Revenue Service (IRS). For information related to tax liabilities, it is recommended that the Participant consult with a tax accountant or refer to IRS publication 225, Farmers Tax Guide or successor IRS publications.
- E** Payments will only be issued for installed or adopted conservation activities that are completed within the contract period of performance and meet or exceed the standards described in the NRCS Standards and Specifications or applicable job sheets, unless the Participant has entered into an Agreement Covering Non Compliance with Provisions of the Contract Form NRCS-CPA-153, which can provide the Participant up to one year of additional time to install or adopt the conservation activity, not to exceed five years from the contract execution by

CCC as indicated on the NRCS-CPA-1202 or NRCS-CPA-1156.

- F** Collection of amounts due from a Participant for improper payment or any other reason will follow procedures found at 7 CFR part 1403. CCC will notify the Participant and provide the reason for the collection and the amount owed. Unpaid debts accrue interest due to the CCC beginning 30 days after the billing date at the current value of funds rate published in the Federal Register by the United States Department of Treasury.
- G** Any Participant that will receive any share of a payment made for the implementation of this Contract must be a signatory on the Contract and eligible for such payment. Any Participant on the Contract may approve payment applications for the Contract unless signatory is specifically not granted or assigned on the Contract form NRCS-CPA-1202 or NRCS-CPA-152.
- H** Any payment that has or will be received through another USDA program or from other sources must be disclosed to the NRCS Approving Official at the time a payment application, NRCS-CPA-1245, is submitted. CCC may reduce payments to account for the funds received from other sources in accordance with program requirements. CCC will delay CSP payment until confirmation is received that any CRP payments have ceased for those lands that are enrolled in CSP.
- I** If a Participant receiving a Contract payment is indebted to another Federal agency and the outstanding debt has been referred to the Treasury Offset Payment System, the Contract payment due the Participant will be reduced by Treasury for the amount owed to the U.S. Government. Though the Participant will not be notified by NRCS that a payment offset has occurred, CCC records will reflect full Contract payment to the Participant.
- J** Contract payment will not be delayed for activities completed while in non-compliance with the HELC-WC provisions for the purpose of circumventing the payment eligibility requirements set forth in 7 CFR part 12.

## **6 OPERATION AND MAINTENANCE OF CONSERVATION ACTIVITIES (O&M Agreement)**

- A** The Participant agrees to operate and maintain(O&M) all conservation activities included within this Contract for the practice lifespan as listed on Form NRCS-CPA-1155, Conservation Plan or Schedule of Operations, and any subsequent conservation activities resulting from revisions on Form NRCS-CPA-1156, Revision of Plan/Schedule of Operations or Modification of a Contract. This requirement also extends to those conservation activities installed before Contract execution, but included in the Contract because their maintenance is necessary to obtain the conservation performance level agreed upon in this Contract and reflected in the ranking process and the conservation performance summary report. The Participant will operate and maintain existing conservation activities to a least the level of conservation performance identified at the time of contract execution for the Contract period and operate and maintain additional activities which are installed and adopted over the term of the Contract.

- B** The term Operation and Maintenance (O&M) as used in the Contract includes:
- **Operation:** The administration, management, and performance of non-maintenance activities necessary to keep a conservation activity safe and functioning as planned;
  - **Maintenance:** The recurring activities necessary to retain or restore a conservation activity in a safe and functioning condition, including, but not limited to, the management of vegetation, the repair or replacement of failed components or conservation activity, the prevention or treatment of deterioration, and the repair of damages caused by vandalism or negligence, but excluding damage caused by a local, state or nationally recognized natural disaster;
  - **Repair:** The actions to return a deteriorated, damaged, abandoned, or failed conservation activity and/or component to an acceptable and functional condition; and
  - **Replacement:** The removal of a conservation activity or component and installation of a similar, functional conservation activity or component.
- C** The Participant is responsible for the O&M activities and acknowledges these activities may require labor, funds, and management in order to ensure the appropriate program purposes are met.
- D** The Participant's O&M responsibilities begin when the conservation activity installation is completed, as determined by NRCS, and shall continue through the end of the practice lifespan.
- E** The Participant acknowledges that the "practice lifespan" is the time period in which the conservation practices are to be used and maintained for their intended purposes as defined by NRCS technical references and documented on either Forms NRCS-CPA-1155 or NRCS-CPA-1156.
- F** Specific O&M requirements for conservation activities covered within this Contract are defined in the conservation practice standard and are documented within the conservation plan narrative, Contract provision, and/or job sheet.
- G** The Participant acknowledges that conservation activities installed before the Contract execution, but included in the Contract to obtain the environmental benefits agreed upon within the application ranking process and the conservation performance summary report, must be operated and maintained as specified in the Contract and within this paragraph.
- H** The Participant agrees to the O&M requirements as listed within this Paragraph (6) and failure to carry-out the terms and conditions listed may result in CCC termination of this Contract. (Refer to Paragraph 11 of this Appendix—Contract Termination).

## 7 PROVISIONS RELATING TO TENANTS AND LANDLORDS

No payment will be approved for the current year if CCC determines that any of the following conditions exist:

- (1) The landlord or operator has not given the tenants that have an interest in the agricultural operation covered by the Contract, or that have a lease that runs through the Contract term at the time of sign-up, an opportunity to participate in the benefits of the program.
- (2) The landlord or operator has adopted any other scheme or device for the purpose of depriving any tenant of any benefits to which such tenant would otherwise be entitled. If any such conditions occur or are discovered after payments have been made, all or any part of the payments, as determined by CCC, must be refunded according to Paragraph 5F of this Appendix and no further payments shall be made.

## **8 MISREPRESENTATION AND SCHEME OR DEVICE**

- A** 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 CCC all payments received plus interest. In addition, CCC will terminate the Participant's interest in all CSP contracts.
- B** CCC will charge interest on monies it determines to be due and owing to CCC under this Contract. Under debt collection procedures, unpaid bills accrue interest beginning 30 days after the billing date. The interest rate will be determined using the current value of funds rate, published annually in the Federal Register by the United States Department of Treasury.
- C** The provisions of this Paragraph of the Appendix shall be applicable in addition to any other criminal and civil fraud statutes.

## **9 CHANGES TO TERMS AND CONDITIONS OF THIS CONTRACT**

- A** CCC may unilaterally cancel this Contract when the implemented conservation activity would cause adverse impacts to significant cultural and/or environmental resources unless CCC and the Participant modify this Contract to address such impacts.
- B** The Participant and CCC may modify this Contract by mutual agreement when:
- (1) Both the Participant and CCC agree to this modification;
  - (2) At the request of the Participant, and upon determination and approval of CCC the modification is in the public interest; and
  - (3) A transfer of this Contract occurs, provided CCC approval is obtained, and an eligible transferee accepts all terms and responsibilities under this Contract including operation and maintenance of those conservation activities already installed or to be installed and the contract payment amounts.

- (4) A partial land transfer will not be approved to avoid contract compliance or as a mechanism to avoid payment or contract limitations. By entering into a partial land transfer, the following requirements apply:
- The transferee and transferor are responsible for:
    - Maintaining and managing existing conservation activities on the land under their respective control as identified on the Detail Report and Conservation Performance Summary Report.
    - Installing the activities as scheduled in the Conservation Performance Summary Report on the land for which they have control.
  - The conservation stewardship plan and plan map along with the respective job sheets and state supplements, as applicable, are the supporting documents that will specify the extent, location, and criteria for all new conservation activities.
  - The existing and additional conservation performance levels at the time the original contract was obligated will be the basis for all future contract payments for the transferee and transferor, subject to payment limitations and availability of funds. The transferee or transferor may not make operational changes or adjustments to the schedule of operations under any circumstances. Both the transferor's and the transferee's contracts must remain intact for the remaining years of the contracts to ensure that the same environmental benefits are applied on the land as was originally contracted.
  - All program Terms and Conditions including the payment rates, in place at the time the original contract was obligated will apply to the transferee's contract.
- (5) CCC may approve limited changes to the land use during the term of the Contract provided:
- i the Participant requests CCC approval prior to implementing the change;
  - ii the change will not result in more than a cumulative total of 5 acres being removed from the Contract; or alternatively if land is converted to a less intensive land use, as determined by NRCS, subject to such limitations as NRCS may require; and
  - iii there is no increase in annual payment to the Participant. Depending upon the change and the impact upon stewardship levels, the annual payment may be reduced and NRCS may require repayment of prior payments associated with the change, including the payment of liquidated damages.

The Participant and CCC may agree to revise the schedule of operations to substitute enhancements scheduled for implementation, provided that such revisions are within the general scope of this Contract and the resulting conservation performance, by land use is equal to or greater than the conservation performance of the current contract. Any such changes that would cause an increase in the cost of performance of any part of the work under the Contract, the authorized CCC official will not make an adjustment in the total contract payment. Contract modifications will not increase the financial obligations or provide for payments over and above the amount as specified in the current contract including transfers to a successor in interest or transfer payment shares.

All modifications that require CCC approval must be approved in writing by the authorized CCC official and the Participant or an individual granted signature authority through a valid Power of Attorney filed in the local Service Center. Any Participant on the Contract may approve modifications for the Contract on behalf of all Participants unless such signature authority is specifically denied on the NRCS-CPA-1202.

## 10 CORRECTIONS

CCC reserves the right to correct all errors in entering data or the results of computations in this Contract. If the Participant does not agree to such corrections, CCC shall terminate the Contract.

## 11 CONTRACT TERMINATION

- A** If a Participant fails to carry-out the terms and conditions of this Contract, CCC may terminate this Contract. CCC may require the Participant to refund payments received under this Contract, or if not terminated, require the Participant to accept such adjustments in subsequent payments as are determined to be appropriate by CCC. Refunds shall be subject to the provisions in Paragraph 5F of this Appendix.
- B** The CCC may terminate this Contract, in whole or in part, without liability, if CCC determines that continued operation of this Contract will result in the violation of a statute or regulation, if CCC determines that termination would be in the public interest, or to remove contract acres enrolled in the Conservation Reserve Program, Wetland Reserve Program, or other Federal or State programs that offer greater natural resource protection.
- C** A Participant shall not be considered in violation of the Contract for failure to comply with the Contract due to circumstances beyond the control of the Participant, including a disaster or related condition, as determined by the CCC.
- D** The Contract terminates upon death of the Participant unless the Participant appointed an executor or other estate representative to act on the Participant's behalf. The designated representative must provide written notice within 60 days of the participant's death to CCC or the contract will be terminated. The notice must identify whether the estate will act on behalf of the participant in accordance with 7 CFR part 1400, or alternatively include the name of a new producer, and the new producer must be determined eligible by CCC and willing to assume the contract terms and conditions. The contract must be transferred to either the estate per 7 CFR part 1400 or to an alternative eligible new producer by completing Form NRCS-CPA-152 Conservation Program Transfer Agreement. The transfer agreement is not in effect until approved by CCC.
- E** In the case of Partial Land Transfers, the Transferor and Transferee(s) contracts will be evaluated based on their individual responsibilities specified in the supporting documentation listed in paragraph 9 B.

## 12 RECOVERY OF COST

- A** In the event a Participant violates the terms of this Contract, the Participant voluntarily terminates this Contract before any contractual payments have been



made, or this Contract is terminated with cause by CCC, the CCC will incur substantial costs in administering this Contract which may not be possible to quantify with certainty. Therefore, in addition to the refund of payments as set forth in Paragraph 11 of this Appendix, the Participant agrees to pay at the time of termination liquidated damages in an amount equal to 10 percent of the total financial assistance obligated to the Participant in this Contract. This liquidated damages payment is for recovery of administrative and technical services and is not a penalty.

- B** The Participant may be required by the CCC to refund all or a portion of any assistance earned under the program if the Participant sells or loses control of the land under this Contract and the new owner or transferee is not eligible for the program, or refuses to assume responsibility under the Contract.

### **13 PERIOD OF PERFORMANCE**

- A** This Contract is effective when executed by the Participant and an authorized representative of CCC and shall have a term not to exceed 5 years from the date of Contract execution as indicated on the NRCS-CPA-1202 or NRCS-CPA-1156. Except as otherwise provided for herein, this Contract may not be terminated or modified unless by mutual agreement between the parties. Within the dates established by CCC, this Contract must be signed by all required Participants. In the event that a statute is enacted during the period of this Contract which would materially change the terms and conditions of this Contract, the CCC may require the Participant to elect between modifying this Contract consistent with the provisions of such statute or Contract termination.
- B** The Contract renewal period of performance starts the day after the initial contract's expiration date.

### **14 GENERAL TERMS**

- A** The regulations in 7 CFR part 1470, and any other applicable regulations are incorporated, by reference, herein. In the event of a conflict between these regulations and the terms of this Appendix, the provisions of the regulations will prevail.
- B** This Contract shall be carried out in accordance with all applicable Federal statutes and regulations. Any ambiguities in this Contract and questions as to the validity of any of its specific provisions shall be resolved in favor of CCC so as to give maximum effect to the conservation purposes of this Contract.
- C** NRCS is administering this Contract on behalf of the CCC. Therefore, where this Contract refers to "CCC", NRCS may act on its behalf for the purposes of administering this Contract. When the term "Participant" is used in this Contract, it shall be construed to mean all Participants signing this Contract. Likewise, when the term "Applicant" is used in this Contract, it means all Applicants signing the program application.
- D** Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions (2 CFR part 417 and 2 CFR part 180, as applicable).

- (1) The Participant certifies to the best of the Participant's knowledge and belief, that the Participant and his or her principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within the three-year period preceding this agreement had a criminal conviction or civil judgment rendered against them for commission of fraud in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local government) contract, including violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses set forth above in Paragraph 14D(1)(b) of this certification; and
  - (d) Have not within the three-year period preceding this agreement had one or more public contracts (Federal, State or local) terminated for cause or default.
- (2) If the Participant is unable to certify to any of the statements set forth in paragraph 14D (1), the Participant shall attach an explanation to this agreement. The Participant must notify CCC immediately if the circumstances supporting certification of any such statements change during the term of the Contract or the Participant may incur additional liability or penalties in accordance with applicable law.

This Contract is a financial assistance 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.

**E** The terms "Socially Disadvantaged", "Limited Resource Farmer or Rancher", "Beginning Farmer or Rancher", and "Veteran Farmer or Rancher" are defined in NRCS-CPA-1200-CPC and are incorporated herein.

**F** "Indian Tribe" means any Indian Tribe, band, nation, pueblo, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.) which is recognized as eligible for special programs and services provided by the United States to Indians because of their status as Indians.

Note: "Indian tribes recognized as eligible to receive services by the United States Bureau of Indian Affairs" is available through the United States Bureau of Indian Affairs.

**G** The term "Agricultural Operation" as used in this Appendix includes the Nonindustrial Private Forest Land component of the operation.

**H** The term "conservation activities" as used in the Appendix means conservation

systems, enhancements, enhancement bundles, conservation practices, or management measures needed to address a resource concern or improve environmental quality through the treatment of natural resources.

- I** The term “Participant” as used in this Appendix means a person, legal entity, joint operation, or Indian tribe that is a producer who has applied for participation in the program, has been selected as eligible for participation, and who has entered into this Contract as responsible for implementing its terms and conditions.
- J** At the end of the initial 5-year contract period, NRCS may allow the producer to renew the contract in accordance with applicable program requirements at the time of contract renewal.

## **15 RIGHTS TO APPEAL AND REQUEST EQUITABLE RELIEF**

- A** The Participant may appeal an adverse decision under this Contract in accordance with the appeal procedures set forth at 7 CFR part 11, Subpart A, and part 614. Pending the resolution of an appeal, no payments shall be made under this Contract. Before a Participant seeks judicial review, the Participant must exhaust all appeal rights granted within these regulations.
- B** The Participant may also request equitable relief as provided under 7 U.S.C. 7996 and 7 CFR part 635.

## **16 EXAMINATION OF RECORDS**

- A** The Participant agrees to give the CCC, the Office of the Inspector General or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Contract. The Participant agrees to retain all records related to this Contract for a period of three (3) years after completion of the terms of this Contract in accordance with the applicable Office of Management and Budget circular.
- B** The Participant authorizes CCC to obtain tax data from the Internal Revenue Service (IRS) for Adjusted Gross Income compliance verification purposes and the Participant will take all necessary actions required by the terms and conditions of the IRS disclosure laws so that CCC can obtain such data.

## **17 DRUG-FREE WORKPLACE (2 CFR part 182 and 2 CFR part 421)**

By signing this Contract, the Participant certifies that the Participant will comply with the requirements of 2 CFR part 182 and 2 CFR 421. If it is later determined that the Participant knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.; 2 CFR part 182 and 2 CFR 421,) CCC, in addition to any other remedies available to CCC under this contract or in general to the United States, may take action authorized under the Drug-Free Workplace Act.

## **18 CERTIFICATION REGARDING LOBBYING (2 CFR part 418) (Applicable if this agreement exceeds \$100,000)**

The Participant certifies, to the best of the Participant’s knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Participant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any agreement; Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (3) The Participant shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub contracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

**19 CERTIFICATION AND ASSURANCES REGARDING COMPLIANCE WITH PROVISIONS APPLICABLE TO FINANCIAL ASSISTANCE (See 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal Awards)**

- A** As a condition of this Contract, the Participant certifies and assures that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, which are hereby incorporated into this Contract by reference, and such other regulatory and statutory provisions as are specifically set forth herein.
- B** Without limiting the general applicability of Paragraph 19A, the Participant, if it is a non-profit, further agrees to comply with the provisions specific to non-profit organizations.

**20 CERTIFICATION AND ASSURANCES REGARDING COMPLIANCE WITH PROVISIONS APPLICABLE TO REQUIREMENTS FOR FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT IMPLEMENTATION (See 2 CFR part 25 and 2 CFR Part 170)**

- A** As a condition of this Contract, the Participant certifies and assures that, if it is an entity, that it is in compliance with and will comply in the course of the agreement with all requirements for entities, with some specific exceptions, to have Dun and Bradstreet Data Universal Numbering System (DUNS) numbers and maintain current registrations in the System for Award Management (SAM) as set out in Appendix A to Part 25 or any successor Federal contractor registration database.
- B** As a condition of this Contract, the Participant certifies and assures that if it is an entity, that it is in compliance with and will comply in the course of the agreement with all requirements for entities, with some exception to report first-tier sub awards to an entity and executive salary compensation as set out in Appendix A to Part 170.

The following Participants by entering their signature acknowledge receipt of this Form NRCS-CPA-1202-CPC (Appendix) and agree to its terms and conditions thereof. Landowners may sign this contract agreeing to the installation of a structural or vegetative practice. Further, if the undersigned are succeeding to an existing Contract, the undersigned agree and certify that no agreement exists or will be entered into between the undersigned, the previous owner and operator of the property, or mortgage holder that would, maintain or create an interest in the property for any previous Participant on this Contract for that property, or to receive payments under the contracts. By signing this document you acknowledge and agree that all the information provided is true and accurate on your behalf. Any false certifications made by Participants by signing this Appendix may subject the Participants to criminal and civil fraud statutes. You further acknowledge that you have read and accept all terms and conditions provided.

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