

## **610.81 Technical Service Provider Certification Agreement**

By signing this Certification Agreement, I (insert name of individual, Private Sector Entity, American Indian Tribe or Public Agency) agree to the terms set forth below, which are required for certification as a technical service provider. I understand that certification for specific categories of technical service by the USDA qualifies me to provide technical services to Title XII of the Food Security Act of 1985 program participants and the USDA. Certification does not constitute Federal employment or any other legal relationship with the Federal Government nor does it entitle me to any special benefits or rights (Exemption is American Indian Tribe because USDA does have a trust responsibility by Statute). Further, I understand that I am not a certified technical service provider until the Natural Resources Conservation Service (NRCS): (1) determines that my certification application meets the requirements for certification set forth in 7 CFR Part 652, (2) signs this Certification Agreement, and (3) includes my name on the approved list of technical service providers.

### **I. Certification Terms.**

**A. USDA Standards and Specifications.** I am familiar with and agree to meet all applicable USDA standards, specifications, and program requirements as set forth in USDA guides, handbooks, and manuals for the technical services I provide.

**B. Compliance with Applicable Laws and Regulations.** I agree to comply with all applicable Federal, State, Tribal and local laws and requirements for the technical services I provide, including but not limited to, 7 CFR part 652. I further agree that I must be familiar with any unique criteria required at the county level for particular conservation practices or technical services before providing technical services in a particular county. I acknowledge that I must be aware of these local criteria and agree to familiarize myself with any such criteria by contacting the appropriate NRCS State official before providing technical services.

**C. Warranty of Work Quality.** I agree to represent in writing on each plan or other technical service document submitted to USDA or the program participant that the technical services rendered: (1) comply with all applicable Federal, State, Tribal, and local laws and requirements, (2) meet applicable USDA standards, specifications, and program requirements, (3) are consistent with and meet the particular conservation program goals and objectives for which the program agreement or contract was entered into by the program participant or USDA, respectively, and (4) incorporate, where appropriate, low-cost alternatives that address the resource issues.

**D. Liability.** I assume all legal responsibility for the technical services I provide, and I understand that the USDA shall have no responsibility or liability for the technical services I provide.

**E. Quality Assurance.** I agree to submit to quality assurance reviews by the USDA or its agents of the technical services I provide, including providing any documentation

requested by the USDA related to my provision of technical services.

**F. Reporting and Documentation.** I will develop and maintain documentation of the technical services I provide, including invoices, in accordance with USDA manuals, handbooks, and technical guidance and furnish this documentation to the local USDA Service Center office and the program participant when the particular technical service is completed. I will report technical service accomplishments into the NRCS electronic tracking system at the time the technical services are completed.

**G. Licensing Requirements.** I will maintain, for the period of this certification, any licensing or similar qualification standards established by Federal, State, or Tribal law that I identified in my Application for Certification and/or that are required for the type of technical services I provide.

**H. Duration of Certification, Cessation of Services, and Renewal Requirements.** I acknowledge that my certification as a technical service provider is for a term of three (3) years from the date NRCS first signs this Certification Agreement. I will cease providing services as a technical service provider immediately upon the expiration of the NRCS certification, the lapse of any applicable licensing or similar qualifications standards, or the effective date of being decertified. If I wish to renew my certification as a technical service provider, I will submit an application for certification renewal at least 60 days prior to the expiration of this certification.

**I. Civil Rights.** I agree that, in providing technical services, I will not discriminate on the basis of race, color, national origin, sex, age, or disability. I further agree that if I am providing technical services as a private-sector entity that I will meet all Federal requirements as an equal opportunity employer. This includes administering policies and practices that are designed to prevent discrimination against any qualified employee or applicant on the basis of race, color, religion, national origin, sex, or disability. This policy of nondiscrimination applies to all employment practices, including hiring, compensation, benefits, promotion, training, and termination.

**J. Disclosure of On-Line Information.** I agree that the personal information (excluding private information like Social Security Number) I enter into my application for certification will be available on-line for public access. I understand that program participants seeking the services of a Technical Service Provider will have access to this information as well as other members of the public that access the Technical Service Provider TechReg Web site.

## **II. Additional Terms Applicable to Private Sector Entity or Public Agency.**

In addition to the terms set forth above, (insert name of private sector entity / public agency) agrees to the following terms:

**A. Certified Individual.** (Insert name of private sector entity / public agency) will have, at all times, an individual who is a certified technical service provider authorized to act

on its behalf.

**B. Changes to List of Certified Individuals.** (Insert name of private sector entity / public agency) will promptly provide to NRCS an amended Certification Agreement for NRCS approval whenever there is a change in the identity of the certified individuals working under its auspices.

**C. Work Performed by Entity or Agency.** I agree that all worked performed by non-certified individuals employed by (Insert name of private sector entity / public agency) will be assumed and verified by a certified individual authorized to act on behalf of the (Insert name of private sector entity / public agency).

**D. Work Performed.** I agree that all work performed by non-certified individuals will be assumed and verified by a certified individual authorized to act on behalf of the (Insert name of entity).

**E. Responsibility for Individuals Performing Work under Auspices.** (Insert name of private sector entity / public agency) assumes all legal responsibility for the work performed by an individual working under its auspices.

This agreement is entered into under the authority of 16 U.S.C. 3842.

I am signing this agreement as \_\_\_\_\_ an individual, or on behalf of \_\_\_\_\_ a private-sector entity, or on behalf of \_\_\_\_\_ American Indian Tribe, or on behalf of \_\_\_\_\_ a public agency (please check one).

\_\_\_\_\_  
Signature Title Date

Name\_\_\_\_\_

Mailing Address\_\_\_\_\_

Telephone and Facsimile Number\_\_\_\_\_

E-Mail Address\_\_\_\_\_

\_\_\_\_\_ State Conservationist, NRCS \_\_\_\_\_

Signature Title Date

For specific State Technical Service Provider information, contact the appropriate NRCS State Technical Service Provider Contact listed on the TechReg Web site.

Based on the above signature, this agreement will expire on \_\_\_\_\_.

**For Private Sector Entity, American Indian Tribe or Public Agency:** List the certified individuals authorized to act on your behalf (use additional pages as necessary). Individuals must have a current NRCS certification in each State in which your organization plans to provide technical services:

<b>Name of Certified Individual</b>	<b>Date of Certification</b>	<b>Categories and States where Certified</b>
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