

# Technical Service Provider Certification Agreement

By signing this Certification Agreement, I, [First Name Last Name] (OBR) for [Business Name] agree to the terms set forth below, which are required for certification as a Technical Service Provider. I understand that certification 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. Further, I understand that I am not a certified Technical Service Provider until the Natural Resources Conservation Service (NRCS): (1) determines that my business's certification application meets the requirements for certification set forth in 7 CFR Part 652, (2) signs this Certification Agreement, and (3) includes my business's 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. 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 following the policy outlined in the TSP Manual 440, Part 504.61 Reporting System.

### *G. Licensing Requirements*

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

**Self-certification Statement** selected by Jake Peralta on 07/01/21:

I hereby certify that I possess and will keep current all the licensing, certifications, and registrations required under applicable Federal, State, Tribal, or local law for in order to provide lawfully the specific technical services for which I seek certification

#### ***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 within 60 days prior to the expiration of this certification.

#### ***I. Civil Rights***

I agree that, in providing technical services, I have read, reviewed, and acknowledge the following USDA and NRCS policies relating to Civil Rights Responsibilities:

A. **USDA [Civil Rights and Anti-Harrasment Policy Statements](#)** - Secretary of Agriculture's statement affirming USDA's commitment to equality and Civil Rights for program delivery and employment. The Statement emphasizes that USDA has zero tolerance for any form of discrimination or reprisal, and applies to all USDA employees.

B. **NRCS [Civil Rights Policy Statement](#)** - Issued by the Chief of NRCS reaffirming USDA policy, and emphasizes that reprisal of any kind against customers or employees will not be tolerated.

C. **NRCS [Limited English Proficiency \(LEP\) Policy Statements](#)** - Issued by the Chief of NRCS affirming that NRCS will meet the mandates required by law, and provides assurance that NRCS will provide LEP individuals meaningful access to its financial assistance, services, programs and activities at no cost.

D. **["And Justice For All" Poster](#)** - Prohibits discrimination, in all its forms, with regard to all USDA programs, activities and services; provides complete contact information to file a program discrimination complaint; and provides the contact information for alternative formats (e.g., Braille or hearing impaired) and for additional information.

E. **Form AD-2106** - Document used to record demographic information (i.e., race, ethnicity and gender) for myself and of persons who participate in USDA Programs.

F. **[USDA Non-Discrimination Statement](#)** - Full and shortened versions.

G. **TSP Participant Civil Rights Acknowledgement** - TSPs who work with USDA programs are required to guarantee fairness and equal treatment to all customers eligible to receive USDA/NRCS programs and services regardless of race, color, religion, sex, national origin, or disability

#### ***J. Safeguarding Personally Identifiable Information (PII)***

The United States Department of Agriculture (USDA) has made a risk management decision to exclude Information Security Awareness (ISA) training for technical service providers (TSP) who are applying for certification or being certified through the NRCS TSP Program. USDA has determined that TSP users do not have access to USDA systems, network, or sensitive data and therefore do not require ISA training for their limited access to the TSP Program registry platform or receiving training through AgLearn.

This fact sheet provides guidance to help TSPs safeguard Personally Identifiable Information (PII) in paper or electronic form during your everyday work activities with producers participating in USDA programs.

### ***What is PII?***

PII is ANY information that permits the identity of an individual to be directly or indirectly inferred, including any information which is linked or linkable to an individual. Some PII is not sensitive, such as information found on a business card or official email signature block. This type of information does not require special handling. There is also PII, which if lost, compromised, or inappropriately disclosed, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Examples include: Social Security numbers (SSNs), financial account numbers, date of birth, and biometric identifiers (e.g., fingerprints and facial images). Other data elements such as citizenship or immigration status, account passwords, and medical information, in conjunction with the identity of an individual, are also considered PII. The context of the PII should be considered to determine potential risk impacts. Note that even when an individual's name is not present it may still be PII if it can be used to identify or be linked to an individual, and PII can also be created when information about an individual is made available or combined with other information.

### ***Requirements for Protecting PII***

- A. PII information in USDA records, whether in hard copy or electronic format, is protected from disclosure by Federal, USDA, and National Institute of Standards and Technology (NIST) Special Publication 800-122 requirements.
- B. The Privacy Act of 1974 protects individuals' sensitive information. This is the primary legislation that protects PII today.
- C. The e-Government Act of 2002, as amended, provides requirements for protecting Federal information, including privacy information.
- D. Section 1619 of the Food, Conservation, and Energy Act of 2008 protects confidential information provided to USDA by its participants.
- E. The Office of Management and Budget (OMB) provides guidance to the agencies of the Executive Branch of the Federal Government on how to implement laws on protecting privacy information.
- F. Key OMB guidance regarding Federal agency responsibilities for maintaining records - about individuals and protecting PII includes Circular A-130 and Memorandum M-17-12.

### ***USDA Directives Supporting the Privacy Act***

USDA implements the Privacy Act through guidance in the "USDA Privacy Program," as contained in several Departmental Manuals (or DMs) and Memoranda.

The USDA Privacy Program affirms that the privacy of an individual is a personal and fundamental right that should be respected and protected. USDA's privacy policy is located at <https://www.usda.gov/privacy>.

### ***Breach Notification***

A breach includes the loss of control, compromise, unauthorized disclosure, acquisition, or access by someone who is not allowed access to that PII. OMB defines a breach as the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where: a person other than an authorized user accesses or potentially accesses PII, or an authorized user accesses or potentially accesses PII for an other than authorized purpose.

### ***Reporting a PII Incident***

Please immediately report any suspected or confirmed PII incidents to the PII hotline at (877)-PII-2-YOU, or (877)-744-2968. The hotline is operational twenty-four hours a day, seven days a week. You can also e-mail [cyber.incidents@ocio.usda.gov](mailto:cyber.incidents@ocio.usda.gov) or contact the ASOC Hotline at (866) 905-6890.

By signing the TSP Certification Agreement, I acknowledge receipt of the Safeguarding Personally Identifiable Information (PII) Information and I understand that pursuant to my role as a TSP to a client participating in a USDA program that I may be authorized by my client to have access to PII information in USDA records. I understand my responsibilities and will comply with my responsibilities to protect PII.

### ***K. 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 online 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 Website, TechReg.

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

### ***A. Certified Individual***

[Business Name] 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***

[Business Name] 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 work performed by non-certified individuals employed by [Business Name] will be assumed and verified by a certified individual authorized to act on behalf of the [Business Name].

### ***D. Work Performed by a Subcontracted Entity or Agency***

I agree that all subcontractors of [Business Name] will employ at least one certified individual who will assume responsibility for and verify any work completed by a non-certified individual employed by [Business Name].

### ***E. Responsibility for Individuals Performing Work under Auspices***

[Business Name] 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.

**Document Digest:**

**Document Id**

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QD-0000000269  
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QD-0000000367

**Document Type**

Education  
License/Certification  
Sample of Work  
Training  
Training

\_\_\_\_\_  
Official Business Representative and Business

\_\_\_\_\_  
Date

Official Business Representative Name: [OBR First Name Last Name]

OBR Number: TSP-xx-xxxx

OBR Mailing Address: [Address, City, State, Zip Code]

Phone Number: (xxx) xxx-xxxx

E-Mail Address: [Email Address]

Business Name: [Business Name]

Mailing Address: [Address, City, State, Zip Code]

Phone Number: (xxx) xxx-xxxx

E-Mail Address: [Email Address]

\_\_\_\_\_  
National TSP Team Regional Certifier

\_\_\_\_\_  
Date:

Regional Certifier Name: **[First Name Last Name] Regional Certifier**

Title: **[Region] Region Regional Certifier**

Mailing Address: [Address, City, State, Zip Code]

For specific State Technical Service Provider information, contact the NRCS State Technical Service Provider Coordinator listed on the TSP website.

Based on the above signature, this agreement will expire three years from the time NRCS certifies this agreement. [Expiration Date]

**For Private Sector Entity or Public Agency:** List the certified individuals authorized to act on your behalf. Individuals must have a current NRCS certification in each state in which your organization plans to provide technical services:

Associates Selected:

Associates Currently Certified:

<u>Name</u>	<u>Date</u>	<u>Technical Service(s) Certified and States</u>
[TSP Employee First Name Last Name]	xx/xx/xx	[Technical Service Name], [Code], [States Certified]

Named Employee Servicing Areas

[State 1]: [Counties Selected]

[State 2]: [Counties Selected]