

Lead Partner Guide for RCPP Alternative Funding Arrangements

Regional Conservation
Partnership Program

Farm Bill 2018

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Natural Resource Conservation Service



United States
Department of
Agriculture

Letter from the RCPP Program

Congratulations on your selection to lead a Regional Conservation Partnership Program (RCPP) project! To date the RCPP program has committed over a billion dollars to improve the nation’s water quality, combat drought, enhance soil health, support wildlife habitat and protect agricultural viability. RCPP is a locally-led program that relies on strong partnerships between the Natural Resource Conservation Service (NRCS) and organizations like yours.

This guide is designed to provide lead partners with the information they need to successfully negotiate and implement their RCPP projects. The first step to formalizing your award is to negotiate a Programmatic Partnership Agreement (PPA). This will define the roles and responsibilities for your organization and NRCS and lay out the milestones and deliverables for the project. After the PPA has been signed, we’ll then negotiate Supplemental Agreements (SAs) for any work for which NRCS will reimburse you. While you can start counting your contributions as of the day of your award announcement (with NRCS’s concurrence), we cannot reimburse you nor any other partner for work performed before we have an executed Supplemental Agreement between NRCS and that partner.

We look forward to working with you to make your project a success in the coming years! If you ever have any questions, please do not hesitate to reach out to your State RCPP Coordinator or us.

Sincerely,

The RCPP Team



**Projects Branch
Financial Assistance Programs Division
Natural Resource Conservation Service**

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1) Overview of RCPP

a) Timeline

Your proposal was just selected for funding, congratulations! Now you may be wondering, what's next?



The first step is to negotiate a Programmatic Partnership Agreement (PPA). Each project has a single PPA between the lead partner and the lead NRCS State Office. This agreement functions like a Memorandum of Understanding that defines roles and responsibilities for both NRCS and the lead partner. PPAs also clarify project deliverables, finalize the project timeline and detail the lead partner's approach for reporting outcomes. Important to understand is that the PPA does not obligate funds to the partner or producers, but instead reserves NRCS funding for the specific conservation activities and project areas outlined in the agreement. The PPA outlines how funds will be allocated between states in a multi-state project.

NRCS understands that over the course of a five-year project, situations may arise that change the course of the project. In such circumstances, PPAs can be amended at any time during the life of the agreement.

Following execution of a PPA, lead partners must then negotiate a Supplemental Agreement (SA) with NRCS. A SA obligates funds to an eligible partner for specific activities. In AFA projects, most project funds will be obligated to the lead partner using an SA. Following execution of the SA, lead partners may get reimbursed for providing financial and/or technical assistance to producers or landowners, or for sub-contracting with other partners to carry out the work. **A partner cannot be reimbursed for work performed before a SA is negotiated and signed by both parties.** SAs are covered in section 3 of this guide.

Note: In some cases, it may be appropriate and desirable for NRCS to negotiate and execute a SA with a partner that is not the lead partner. In such cases, the lead partner is not involved in the negotiation of a SA between NRCS and a non-lead partner.

b) Roles & Responsibilities

RCPP's purpose is to fund collaborative conservation that target funding to priority geographies to address a specific resource concern(s). In RCPP AFA projects, lead partners have substantial autonomy in influencing what conservation activities NRCS pays for and the producers and landowners targeted for project participation. Below are some examples of how lead partners can influence RCPP AFA projects:

- Geographic targeting—in their proposals, lead partners identify a project area within which project funds are expended. Partners may also propose more granular targeting of project funds through the use of watershed plans and modeling or other geographic targeting approaches.
- Resource concerns—in their proposals, lead partners identify the resource concerns the project will address. These resource concerns can generally not be adjusted post-award, except in the case of obvious error.

- Project activities—in their proposals, lead partners identify the combination of RCPP activity types (land management, rental, entity-held easements, U.S.-held easements and watershed projects) to be used for the project. These activity types can be adjusted, if necessary, during partnership agreement negotiations with NRCS.
- AGI waivers—lead partners can apply for an AGI applicability waiver (see section 2.e.i.), if applicable.
- Parcel pre-selection—lead partners in their proposals may identify lands critical to the ultimate success of the project. This is known as parcel pre-selection. Think, for example, of a farm or ranch that serves as a wildlife corridor for an endangered species. Pre-selected parcels are not guaranteed funding but are exempt, in most circumstances, from additional application competition once the project is initiated. Producer and land eligibility requirements still apply.
- Producer/Landowner participation—AFA lead partners are wholly responsible for carrying out producer and landowner outreach activities and securing the participation of producers and landowners in their AFA projects. Selection of producers and landowners for participation must comply with Federal Civil Rights laws.
- Technical assistance funding—during project negotiations, partners may request both Enhancement Technical Assistance (TA-E) (for project-level TA activities) and Implementation TA (TA-I). These concepts are discussed in section 2.c.i. of this document.

Lead partners coordinate with State RCPP staff when negotiating the project elements listed above. While RCPP funding opportunities are managed by the national RCPP Team, once an award is made the relevant NRCS State and Field Offices manage and administer PPAs, SAs, producer contracts, and agreement/contract payment requests. The Lead State RCPP Coordinator will be the primary POC for the lead partner for the agreement negotiation process and throughout project implementation.

The following table outlines high-level responsibilities of NRCS and the Lead Partner. The list is not comprehensive and ultimately may be negotiated in the PPA and, if applicable, in SAs.

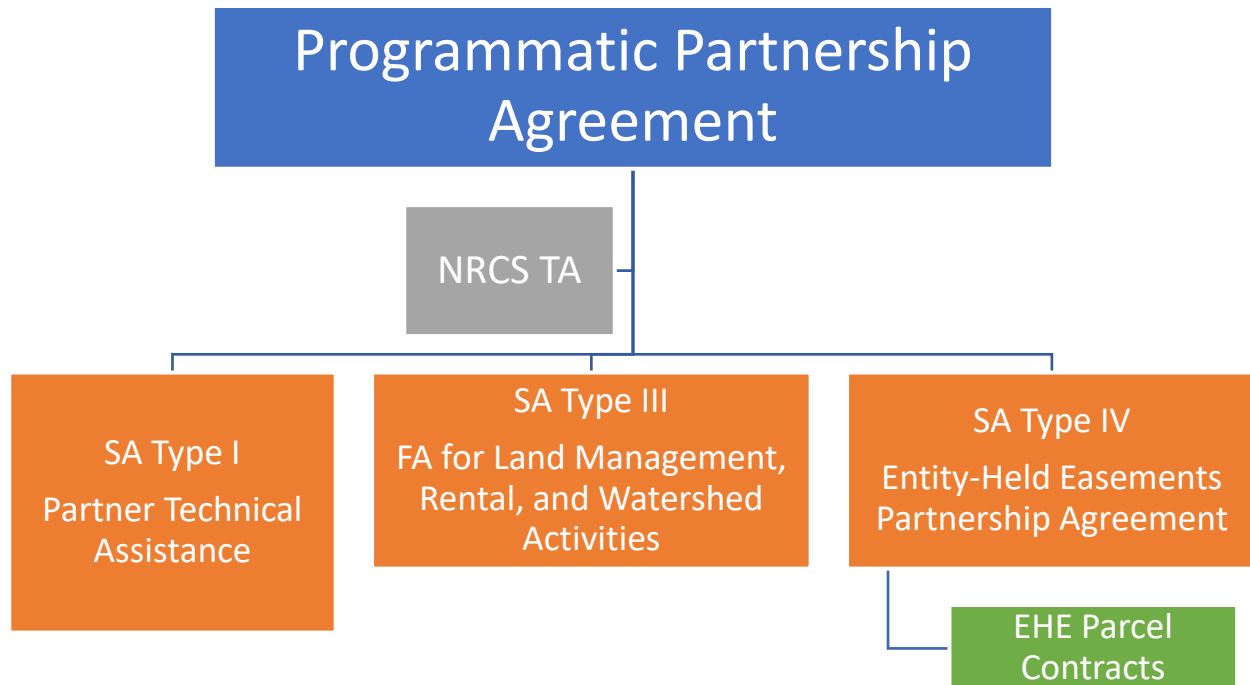
	NRCS State & Field Offices	Lead Partner
Required	<ul style="list-style-type: none"> • Negotiate PPA and, as required, SAs • Execute SA(s) with partners • Verify program and participant/partner eligibility prior to payment • Collaborate with lead partner to ensure project activities are NEPA-compliant • Complete NRCS section of annual reports including TA usage • Complete NRCS section of final report 	<ul style="list-style-type: none"> • Negotiate PPA and SA(s) • Deliver all financial and technical assistance to participating producers and landowners • Manage sub-awards to other partners or third parties, if necessary • Submit annual reports to NRCS • Submit final report to NRCS • Deliver contributions as agreed to in the PPA • Collect data and report on outcomes as included in the PPA

Note: Lead partners are not involved in the negotiation of Supplemental Agreements entered into by NRCS and a non-lead partner and will not have view or edit access to these SA records.

c) Project Components

An RCPP AFA project includes several components. At a minimum it includes a PPA, RCPP funds set aside for producer contracts and easements, partner contributions (which may include FA and/or TA), one or more supplemental agreements to obligate funds to a partner(s), and NRCS TA to support project management. Below is a graphic showing the RCPP programmatic instruments which may be included in an RCPP project.

Note: A Type I or III SA is with a single partner. A separate SA is required per type and per partner, for all activities directly reimbursed by NRCS.



2) Negotiating your Programmatic Partnership Agreement

a) Overview of the PPA

i) Overview

The purpose of the Programmatic Partnership Agreement (PPA) is to document project responsibilities for NRCS and the Lead Partner, list project deliverables and contributions, and describe the lead partner's plan for reporting project outcomes. Once executed, the PPA includes a schedule of RCPP funded obligations and delivery of partner contributions. PPAs do not obligate RCPP or partner funds for those purposes.

The PPA outlines partner responsibilities for:

- Project Contributions
- General Partner Match Requirements associated with Entity-Held Easements and Watershed FA activities.
- Outcomes Reporting
- Ensuring the Privacy/Confidentiality of Producer & Landowner information

The PPA is also where the partner can outline NRCS responsibilities such as:

- Project budgets by state, activity, and contract type (deliverables)
- Integrating partner contribution activities with ranking for RCPP funded awards, and other special considerations for producer contracts and easements (exhibits)

The Programs Portal, which houses PPAs, imports data from lead partner proposals to initiate development of the PPA. Most of this imported data can be re-negotiated but all must remain consistent with the scope of the proposal. Some key aspects of the proposal cannot be changed during PPA negotiation, including the contribution ratio, geographic boundary of the project area, and partner-defined conservation benefits of the project.

ii) PPA Attachments

The PPA will be generated by the Portal based on data entered by the lead NRCS state office and lead partner. It includes five attachments that are either generated as part of the Portal PDF or attached separately.

Programmatic Partnership Agreement (generated by the Portal)

1. Attachment A – Project Area Map (uploaded to the Portal)
2. Attachment B – Table of Deliverables (generated by the Portal from negotiated deliverables)
3. Attachment C – RCPP Reporting Requirements (auto generated by the Portal, no user inputs)
4. Attachment D – Privacy/Confidentiality Agreement (uploaded to the Portal, based on negotiated project particulars)
5. Attachment E – Project Outcomes (generated by the Portal, based on negotiated PPA inputs)

b) Activity Types & Conservation Benefits

i) Activity Types

In RCPP, FA Activity Types define the general types of conservation work that can be performed using RCPP FA funding. All RCPP funded FA activities must address one-or-more conservation benefits identified by the lead partner’s proposal, and must directly benefit eligible lands and producers. While the RCPP Activity Types mimic the authorities of the associated covered programs, RCPP FA activity awards are not necessarily subject to all of the covered program specific eligibility requirements. For example, entity held easements in RCPP are available for working lands, forests and wetlands, not just working lands (as in ACEP-ALE) – so long as the easement land and landowner are eligible, and the proposed easement purpose will further the RCPP project conservation values. While negotiating the PPA, the partner and lead State may add or remove entire activity types from the project as long as this addition/deletion does not prevent the project from achieving the project scope as described in the proposal.

RCPP FA Activity Types	Associated Covered Program Authorities
Land management	EQIP, CSP, ACEP-Wetland Reserve Easements (WRE) (restoration), HFRP (restoration), some elements of Public Law 83-566 Watershed Program authorities
Land rental	CRP

RCPP FA Activity Types	Associated Covered Program Authorities
Easement (entity-held)	ACEP-Agricultural Land Easement (ALE), Public Law 83-566 (floodplain easement); expanded to include easements on land uses other than those traditionally eligible under the covered programs (e.g., wetlands, non-industrial private forest lands)
Public works/watersheds	Eligible infrastructure work, similar to dams (and some channels) authorized under Public Law 83-566 Note: RCPP authority generally excludes recreation and municipal water supply purposes allowed under PL-566 as those purposes are inconsistent with RCPP's farm bill eligibility requirements.

For entity-held easements, partners should not include the cost of restoration under either easement activity type. Restoration activities associated with easements should be included under the Land Management activity type. For additional notes on each activity type see **Appendix C**.

ii) Conservation Benefits

Except to correct errors in the proposal, the conservation benefits cannot change while negotiating the PPA, except to correct obvious errors. Once the PPA is signed and activated, the conservation benefits cannot be adjusted through any subsequent agreement amendments.

c) Deliverables

i) Overview of Deliverables

A standard RCPP project has the following budget structure.

Financial Assistance (FA) – FA is typically used to implement conservation activities on the ground. A standard RCPP project includes 70% FA. If the lead partner opts not to request the maximum amount of TA-E, TA-I is still capped at 23% and the remainder of the requested funds may be used for FA. To set an FA allocation greater than 70% (or 77% in projects without TA-E), the partner must request a policy waiver. Work with the lead State RCPP Coordinator to submit this request.

Technical Assistance (TA) – TA is set aside to support the implementation of conservation activities. TA is divided into two types.

Enhancement TA (TA-E) – TA-E is used for project-level activities such as project management, coordination, communications, and reporting. Please see the relevant funding opportunity for a list of eligible TA-E activities. Under some funding opportunities only the lead partner can earn TA-E. TA-E cannot exceed 7% of a project’s total budget—if project enhancement activities exceed 7% of the total project budget, it is expected that partner contributions will cover the remaining need.

Implementation TA (TA-I) – TA-I is used to support activities that help producers, landowners and communities implement conservation on the ground. TA-I is 23% of a project’s budget and can be negotiated by partners in cases where partners or a third party can demonstrate the capacity and capability to deliver TA-I similarly to NRCS. A minimum of 5% of a project’s budget

is reserved for NRCS TA-I for non-delegable tasks including but not limited to verifying producer eligibility, Highly Erodible Land-Wetlands Compliance, and NEPA determinations. The remaining 18% is a responsibility of the lead partner.

Note: *Depending on the mix of FA activity types included in the PPA, TA-I available for obligation to partners through a SA may be limited. Additionally, for partners to be able to provide TA-I, NRCS must ensure negotiated SA includes defensible technical requirements and valuation methods. Technical requirements may include certification in NRCS planning procedures or practice standards, as well as other applicable job approval authorities. Partners should not expect to be reimbursed for due diligence or TA-I activities in support of Entity-Held Easements. Please see Appendix A for more detail.*

ii) Financial Assistance Deliverables Table

The FA deliverables table determines the schedule and budgets for obligations, in addition to state-by-state allocations for RCPP FA deliverables in the project. This is pre-populated from the proposal but may be updated if the revised project plan still aligns with the goals and objectives of the proposal. Below are key elements of the FA deliverables table.

Calendar Year – The PPA should include a realistic timeline for obligating funds for FA activities. As the PPA schedules RCPP obligations, states/partners are encouraged to plan obligations as early as possible in the 5-year term of the project so that funds can be expended and so that partners can measure and report on project outcomes.

FA may be obligated ahead of schedule, which does not trigger a PPA amendment. Delays up to one year are also allowable without PPA amendment, but ONLY prior to the last year of the PPA. Any lengthier delay in FA obligations (or contribution deliverables, see below), or delays affecting the final year of the PPA will require an amendment to the PPA. Given NRCS authority to accelerate obligations, states may elect to lump FA obligations in otherwise identical deliverable(s) and schedule them late in term of PPA. Where this flexibility is used, the parties to the agreement must use the notes column to estimate how much will be obligated each year.

State – Like RCPP Classic this is the state that will receive the funds associated with each deliverable. It is also the state that will manage the Supplemental Agreement with the lead partner. In multi-state projects the lead partner and lead state should discuss whether work will be managed entirely by the lead state. The lead state can manage a SA that covers work in multiple states. Alternatively, the lead partner can negotiate a separate SA with each non-lead state. This means payment requests will be submitted to the state holding the agreement, not necessarily the lead state.

Activity Type – Please see the notice of funding opportunity (NFO) for general descriptions of eligible activities within each activity type and consult with the lead state RCPP coordinator for additional details. If a project includes multiple activity types, the partner and state may update the budget for each activity type during the initial PPA negotiation or through PPA amendment(s).

Contract Type – NRCS uses three basic contract types for FA and TA delivery. Not all contract types are available for all activity types. See appendix C for a table of contract types available depending on the project type and activity type.

Supplemental Agreements – This is an agreement between NRCS and an **eligible partner**. Supplemental Agreements will be negotiated after the PPA has been signed and will obligate funds to a specific entity for specific purposes (see section 3 for more details). Deliverables

within the SA will require greater detail than what is required in the PPA. SA are contracts, not grants, and the technical requirements and valuation methods in each SA are binding at the deliverable level.

Note: See the RCPP Rule (7 CFR Part 1464) for the definition of an eligible partner.

3rd Party Contracts & Reserves – Funds within this category will be allocated to a project state based on PPA deliverables, to be used by NRCS to deliver project specific eligible TA or FA activities. Funds in this category are generally used to enter into contracts between NRCS and a third party, for example to carry out engineering services as part of the project. States may also identify the need to hold funds in reserve until later in a project, when specific uses are identified. Because the lead Partner has greater TA responsibilities in AFA projects, the use of (NRCS) 3rd Party Contracts is limited in AFA projects. (NRCS will typically use them in AFA projects only to procure appraisal technical reviews, hazardous materials records searches, and or support quality assurance responsibilities i.e. tasks which, even in an AFA, are NRCS responsibilities; this is in contrast to classic projects where NRCS has broader TA responsibilities, and thus might use its third party contracting authority more widely.)

iii) Technical Assistance Deliverables Table

Similar to the FA Deliverables table, each PPA includes a TA Deliverables table. Key elements are described below:

Calendar Year – The PPA should include a realistic timeline for implementing TA activities. NRCS staff will ensure that NRCS-use TA funds are entered correctly. Similar to project FA, TA may be expended or obligated early without amending the PPA. Delays up to one year are also allowable without PPA amendment, but ONLY prior to the last year of the PPA. Any delay greater than 12 months in partner TA obligations requires an amendment to the PPA. Given NRCS authority to accelerate obligations, states may elect to lump TA obligations in otherwise identical deliverable(s) and schedule them late in term of PPA. Where this flexibility is used, the parties to the agreement must use the notes column to estimate how much will be obligated each year.

State – This is the state that will receive the funds allocation associated with each deliverable. For supplemental agreements and 3rd party contracts, this is the state that will manage the contract but does not have to be the state where the work will be performed.

Activity Type – For TA there are three types.

Enhancement TA – This is project-wide support performed by an **eligible partner** and reimbursed by NRCS. It includes project management, communication and coordination, conservation innovation, outreach and education, and outcomes assessment.

Partner Implementation TA – This activity type includes a schedule and budget for activities to be performed (or subcontracted) by an **eligible partner** and reimbursed by NRCS in support of specific producer contracts, easements, and/or applications via a supplemental agreement.

NRCS Implementation TA – This activity type encompasses all TA work performed by partners in support of this project by NRCS or contracted by NRCS through a producer contract (rare for AFAs). This also includes NRCS project management and compliance-related tasks.

Contract Type –Partner TA deliverables should be labeled with the Supplemental Agreement contract type while most NRCS TA will be labeled NRCS Use. The contract type NRCS Use in Producer Contracts is

for specific Technical Service Provider (TSP) contracting (rare in AFAs). See appendix C for a table of contract types available depending on the project type and activity type.

Supplemental Agreements – This is an agreement between NRCS and an *eligible partner*. Supplemental Agreements will be negotiated after the PPA has been signed and will obligate funds to a specific entity for specific purposes. Deliverables within the SA will require greater detail than what is required in the PPA.

Note: See the RCPP Rule (7 CFR Part 1464) for the definition of an eligible partner.

NRCS Use, 3rd Party Use, and Producer Contract – Funds within this category will be used by NRCS to support the project for which they are allocated.

iv) Partner Contributions

Each PPA includes a table describing the partner contributions contributed by the lead and other partners. The fields below are included in the partner contributions table:

Calendar Year – The PPA should include a realistic timeline for delivering partner contribution. The year selected for should reflect the calendar year when contributions will be delivered/expended. Contributions can be delivered early without amending the PPA but delays greater than one year, or affecting the final year of the term of the PPA, will require a PPA amendment. Partners may lump all deliverables of the same type into the final year, but use the notes column to estimate how much will actually be expended each year.

State – This is the state where the contribution will be delivered.

Activity Type – Select from the drop down which includes all FA and TA activity types. Unless a given contribution is equivalent to NRCS activity requirements (e.g., Land Management practice standards, Entity-held easement match), then the “other eligible activity” type should be selected. Where contributions will be delivered to related NRCS requirements, notes and valuation methods should also note the applicable standards.

Funding Source – Select from a drop down to indicate whether the partner contributions are from the lead or contributing partner and whether they are federal or non-federal funds.

Lead – Identify which project partner is delivering the contribution. (Note: this may or may not be the project’s lead partner. In all cases, lead partners are ultimately responsible for delivery of project contributions).

Typical Activity – This is auto populated based on the proposal but should be updated to explain in greater detail the eligible activity reflected by each contribution.

Extent – Depending on the measurement unit, this is the number of units that will be delivered (i.e., number of acres, number of producer contracts, or total dollars delivered).

Measurement Unit – Select from the drop down.

Cash/In-Kind – Select from the drop down. Cash contributions are typically items paid for by a partner such as financial assistance and contracts to support the project. In-Kind contributions are typically staff time or existing organization resources such as fencing the partner has within their warehouse.

Budget – Enter the total estimated value of deliverables.

Notes – If a partner is lumping multiple years of contributions into a single line, use this field to describe the estimated timeline for contributions (i.e., a plan to deliver 20% contributions each year).

Valuation Methodology – Upload a document explaining how the value of the contribution was estimated, and how it will be tracked by lead partner to defend reported contributions in event of an audit. The portal requires an upload per partner per activity type, but the same document can be used more than once provided it clearly breaks out contributions by partner and activity type.

Contribution as Match – check this box ONLY if Entity-Held Easements or Watershed activity is included in the PPA as they are the only RCPP FA activity types with formal match requirements.

d) Outcomes

Outcomes are the measurable environmental, economic and social impacts of RCPP project activities. Examples of outcomes include pounds of nitrogen runoff avoided, tons of carbon sequestered, cost savings to producers, number of neighboring producers adopting a practice, decision factors leading to producer adoption of a soil health management system, etc. These are just examples--project outcomes should reflect the local conservation, economic and social priorities of each project's partnership, producers, private landowners and communities.

For RCPP, partners are required to report on their projects' environmental/conservation outcomes. Reporting on economic and social outcomes is recommended and is required if lead partners indicated their intent to report on them in their proposals.

As part of their PPA, lead partners must provide details on their plans to report on project outcomes, including the following fields.

Outcome Title – Enter a unique title for each outcome. The PPA is required to have at least one conservation outcome for the primary resource concern identified in the proposal. As stated above, economic and social outcomes are optional unless they were included in the project proposal.

Resource Concern – Select from the drop down of project resource concerns. Please note this field will not populate unless the Activity Types and Conservation Benefits tab has been saved.

Treatment – Describe the specific activities that will be used to address the resource concern. This may include a list of NRCS practice standards or may be the number of acres targeted for easements.

Outcome Metric – Enter the standard by which the partner will evaluate the treatment's impact on the resource concern. For habitat protection, this may be an estimate or count of a specific species' population growth over time. For water quality, this may be samples taken from rivers throughout the project area to demonstrate reductions in nutrient runoff.

Measurement Type – Select from a drop down the approach that best describes out the how the outcomes metric will be measured or estimated.

Reference/Source – Describe the methodology used for outcomes reporting, or what equipment will be used to measure or monitor outcomes.

Description – Provide any additional detail on how project outcomes will be measured and reported on.

e) Exhibits

Exhibits are generated based on the activity types included in the agreement. Lead partners will work with NRCS staff to fill out an exhibit for each FA activity type (plus one for Enhancement TA, if applicable). For example, if a project includes Land Management and Entity-held easements, the PPA will include two FA exhibits. If the project only includes Land Management, there will be a single FA exhibit.

These exhibits represent the best opportunity for lead partners to provide input on how the project will be implemented. Lead partners should work through the exhibit(s) carefully with NRCS staff. Exhibit questions can be found in **Appendix D**.

i) Adjusted Gross Income Waivers

RCPD includes a unique Adjusted Gross Income (AGI) waiver opportunity known as an applicability waiver. An approved AGI applicability waiver removes the requirement for individual producers or landowners to submit a CCC-941 to determine if they exceed the AGI limitation and allows payments to producers or landowners that are **known to exceed** the AGI limitation. During the PPA negotiation, lead partners may request an AGI applicability waiver for one or more specific FA activity type(s). Once a PPA is executed, the opportunity to secure an AGI applicability waiver is gone. AGI Applicability waivers do not waive requirements for producers or landowners to submit other required payment eligibility documentation to FSA.

To obtain an AGI applicability waiver, the lead partner must provide a justification of how the waiver will further the project's goals and outcomes. An AGI applicability waiver will not be approved if NRCS believes it would undermine NRCS's responsibility to avoid adverse impacts to the ability of protected classes to compete for and receive project funding. The waiver justification may address the need for fair competition among all eligible participants in an area were **some but not all potential applicants are believed to exceed AGI requirements**.

If a project does not include an AGI applicability waiver, individual landowners may still apply for a contract-specific AGI limitation waiver if the landowner's participation will protect environmentally sensitive land of special significance. This does not waive the landowner's requirement to obtain an AGI eligibility determination but will allow payments to producers that exceed the AGI limit.

f) Maps

NRCS state staff have received specific training and criteria for RCPD project mapping requirements. The lead partner should work with the NRCS State Office to ensure the project area map is clear and shows the full boundary of the project area. In RCPD projects, the project area map may inform ranking applicability standards, and must reflect the area covered by the project as described in the original partner proposal. Maps for projects within a Critical Conservation Area cannot include counties that are not at least partially in the CCA.

g) Privacy/Confidentiality Attachment

NRCS must abide by producer confidentiality provisions included in the Farm Bill. However, lead partners will often need access to NRCS producer contract/easement information to report on partner outcomes. As a result, a Confidentiality Agreement is a required component of each PPA. The Confidentiality Agreement outlines what producer or landowner information can be shared between NRCS and the lead partner or its representatives. It also limits what information partners can share.

There are three confidentiality agreement options that can be negotiated and ultimately signed as part of the PPA.

- **Standard Agreement** – NRCS and the lead partner may choose to sign the confidentiality agreement as written. By default the standard agreement will include some producer information that may not be needed by the lead partner, if that is the case the lead partner and NRCS should uncheck boxes for the types of producer information that are not required.
- **Variance Agreement** – If the lead partner proposes any changes to the standard confidentiality agreement (e.g., to add, remove, or update language in the template agreement), a USDA Privacy Officer will need to review and approve any changes. Please note this review may delay implementation of the PPA by several weeks and because of the constraints imposed by the Farm Bill’s privacy provisions, little flexibility exists for language changes.
- **Waiver** – If NRCS determines that the lead partner is subject to state “sunshine laws” and project particulars support the conclusion that information sharing between NRCS and the lead partner is not necessary for project success, a confidentiality agreement waiver may be negotiated and agreed to. A waiver is not an option if the lead partner intends to perform any implementation technical assistance in support of RCPP assisted producer contracts or easements.

3) Negotiating Supplemental Agreement(s)

Supplemental Agreements are a new type of agreement developed to help implement 2018 Farm Bill RCPP projects. There are four types of Supplemental Agreements: a) Types I-III are obligating instruments that contract funding to an eligible partner for specific activities, and b) Type IVs serve as Program Agreements between NRCS and entities eligible to hold a conservation easement. A Type IV SA does not obligate funds and may not include specific parcel contracts at the time of its initial execution.

For Alternative Funding Arrangement projects, SAs must expire no later than the expiration date of the PPA. This means that lead partners can only be reimbursed for conservation activities carried out during the life of the project. New SAs can ONLY be executed during the term of PPA.

Only specific activity types can be included within each SA. The next section below includes a brief description of each SA type and associated eligible activity types. The eligible partner that receives a SA is called an awardee, and only the awardee will be directly reimbursed by NRCS. Based on negotiated technical requirements of a SA, awardee partners may be able to subcontract out work performed to other qualified eligible partners (or third parties). Alternatively, a lead partner may request that NRCS negotiate separate SAs with non-lead eligible partners.

Note: SA reimbursements are based on actual costs (or in the case of Land Management or Rental FA activities, 100% of the typical cost of nationally approved NRCS defined practice payments scenarios) and cannot exceed the amount negotiated in the SA.

For more detail on how to negotiate a SA within the portal ask the relevant State RCPP Coordinator for the latest Portal user guide.

a) SA Type I

A Type I Supplemental Agreement may include the following activity types.

- Implementation TA
- Enhancement TA
- FA for Entity-Held Easement Due Diligence.

Note: Typically, Due Diligence for Entity-Held Easements is expected to be a partner contribution and cannot be reimbursed by NRCS. In limited situations the partner may be reimbursed for support of NRCS responsibilities such as the hazard material record search and appraisal technical reviews. Since Implementation TA is based on demand of producer contracts and easements, it is recommended that TA-I deliverables be added to a Type I SA only once actual project needs are known, typically no more than a year or two ahead of scheduled delivery. Since Enhancement TA is typically driven by more uniform, project-specific needs and may be better documented at the onset of a project, the partner and NRCS may elect to negotiate all of the project's TA-E in a Type I SA even in the first year of a project.

b) SA Type II

Type II SAs are not available to RCPP AFA projects.

c) SA Type III

A Type III Supplemental Agreement may include the following activity types.

- Land Management

- Rental Activity
- Watershed Projects

Which state holds the SA is determined by the FA deliverables included in the PPA. The lead state and lead partner may choose to have each state hold a separate SA with the lead partner, or the lead state may hold a single SA Type III with the lead partner, even if work will be performed in multiple states.

d) SA Type IV

A Type IV Supplemental Agreement serves as the Program Agreement between NRCS and the entity or entities that plan to hold easements within the project. This type of SA does not obligate any funding. Easement funding is obligated separately through parcel contracts in NRCS's Conservation Desktop software.

Each SA Type IV will have one lead entity that will require access to the Portal. All other entities listed in the program agreement do not need to have Portal access (though they will be signatories to paper or .pdf Type IV SA exhibits to document their roles in the SA and/or associated parcel contracts.).

4) Updating Agreements

a) Updating the Programmatic Partnership Agreement

PPAs may be amended at any time during the life of the agreement. By statute, PPAs may be extended only once, for a period not to exceed twelve months. Execution of a PPA amendment will cancel any Supplemental Agreements that are in draft, in negotiation, or pending approval. Execution of a PPA amendment will not impact active SAs or SAs that have been approved by NHQ but are still in the process of obtaining signatures.

The following are the most common types of PPA amendments:

- Changes to deliverables, e.g., to move funds between activity types or years (with no State allocation changes).
- Updating the activity type of Partner TA between TA-I and TA-E (with or without allocation State changes).
- Changing the activity type of TA deliverables to move funding from partner TA to NRCS TA or vice versa.
- Changing deliverables to reallocate FA or TA among project States.

If an amendment requires a fund transfer between States or between WBS codes within a state, the transfers will automatically be processed by NHQ after the amendment has been approved, signed by both parties, and uploaded to the portal.

The following parts of the PPA cannot be changed by an amendment:

- Changes to project resource concerns, except to correct errors.
- Changes to the project map, except to correct errors.
- A change of lead partner.

Amendments can be initiated by either the lead partner or lead state within the portal. Please refer to the latest portal user guide for complete instructions.

b) Updating a Supplemental Agreement

A SA may be amended at any time during the life of the agreement. Type I-II SA expiration dates are based on the expected completion of the latest scheduled deliverable. The SA expiration date may be updated at any time but cannot exceed the PPA expiration date by more than two years. An SA amendment will cancel any payment requests that have not been certified by NRCS State staff. An SA amendment cannot be started if a PPA amendment is still in process. For more details ask your RCPP Coordinator for the latest Portal user guide.

5) Annual Reporting

For Farm Bill 2018 RCPP agreements, lead partners and Lead State NRCS staff collaborate to complete an annual report. Project reporting is based on calendar years. The partner or lead State POC may start an annual report after January 1st of the year. Annual reports will be due in March of each year. The annual report structure is based on the deliverables tables of the active PPA. If a PPA amendment is in progress that will impact deliverables or outcomes, the partner or lead State may want to finish the PPA amendment before starting the annual report.

The first annual report will likely cover a partial year of project activities and should include all eligible partner contributions delivered between the date of USDA's announcement of project selection and the end of that first (partial) year. The annual report has three sections. Each section will have components identified either as a partner responsibility or NRCS State Office responsibilities. See **Appendix B** for a list of annual report questions.

6) Communication

Taking advantage of public affairs and communications opportunities is a critical part of being a RCPP awardee for two main reasons: 1) to spread the word about RCPP projects and successes, and 2) to build and maintain support for the program.

During the life of your project, State or national RCPP staff, working with USDA external affairs, may contact awardees to develop blog postings, feature stories, news releases, social media and more communications products to highlight project successes.

RCPP lead partners should make every effort to coordinate with the NRCS staff on any announcements and press releases related to RCPP projects. NRCS can provide official logos and photos, program descriptions, leadership quotes and other relevant agency information. NRCS and lead partners can collaboratively promote project milestones and successes to leverage communication resources and reach a wider and more diverse audience.

At a minimum, NRCS and RCPP should be credited on all public presentations and media, including conference/meeting posters, presentations, papers, news releases or other public information about your project. You may consider using the following statement below:

"This work is supported by the Regional Conservation Partnership Program at USDA's Natural Resources Conservation Service."

Please share with State RCPP Coordinators any news releases, videos, photos and other media developed for your RCPP projects. Lead partners can also submit materials to national RCPP staff by emailing rcpp@usda.gov.

7) Project Records

The lead partner, however, must maintain auditable documentation of contribution expenditures for at least three years after a project's expiration date. Auditable documentation generally refers to pay stubs, receipts, etc. that a financial audit of the project would need to see to match expenditure reporting to actual expenses.

8) Project Closeout or Termination

a) Terminating a Project

The lead partner may request to terminate a PPA at any time. This request must be in writing and include the reason for termination. If NRCS accepts the request to terminate the PPA, NRCS may determine that the termination of any or all active SAs is necessary because of the PPA termination.

NRCS may terminate a PPA if NRCS determines that a modification of the partnership agreement is necessary to comply with applicable law and the partner does not concur with such modification. NRCS also may terminate a PPA if the lead partner fails to correct noncompliance with a term of the PPA.

b) Project Completion

Once a PPA has expired, the lead partner must submit a final report within 90 days of the project expiration. The final report includes narrative highlights of the project and all of the same fields required of annual reports. See **appendix B** for a list of annual report questions.

Appendix A – Reserved

Reserved – This appendix currently does not apply to AFA projects.

Appendix B – Annual Report Questions

a) Summary

The lead partner will be asked to respond to the following prompts.

i) Overview

- Provide a brief narrative describing project progress over the past year. What project milestones were achieved?
- What project implementation challenges, if any, were encountered over the past year?
- Briefly describe the project outlook for the coming year, including anticipated major milestones.

ii) HU Outreach

- How many of each of the following HU participants attended a partner-led outreach event? (1) beginning farmer/rancher, (2) veteran farmer/rancher, (3) limited resource farmer/rancher, (4) socially disadvantaged farmer/rancher, (5) new clients that have never worked with NRCS before

b) FA/TA/Contribution Reporting

Lead partners are responsible for entering the amount (\$) of contributions delivered per row of the contributions deliverables table. The lead partner may also add to the notes column of the FA & TA deliverables tables.

The relevant NRCS State Office is responsible for entering the amount (\$) obligated for FA and the amount expended (\$) on TA deliverables tables. This includes NRCS use TA and partner use TA (based on SA payments).

Lead partners are not responsible for reporting contributions at the level of detail included in the valuations methodology. The lead partner, however, must maintain auditable documentation of contribution expenditures.

Sample Deliverables:

FA Deliverables	Year 1 Obligations	Total Obligations	Notes
Auto-populated with each deliverable row included in the PPA	Entered by NRCS or Lead Partner (\$)	Auto calculated by the portal	Optional field to highlight successes or challenges

TA Deliverables	Year 1 Expenditures	Total Expenditures	Notes
Auto-populated with each deliverable row included in the PPA	Entered by NRCS & Lead Partner (\$)	Auto calculated by the portal	Optional field to highlight successes or challenges

Contribution Deliverables	Year 1 Expenditures	Total Expenditures	Notes
Auto-populated with each deliverable row included in the PPA	Entered by Lead Partner (\$)	Auto calculated by the portal	Optional field to highlight successes or challenges

Appendix B – Annual Report Questions (cont.)

c) Outcomes

Lead partners are responsible for reporting on each outcome included in the PPA. This includes an estimated percentage completed in measuring a specific outcome as well as a notes section to describe the results of the outcomes analysis.

Outcomes	Year 1 Completed	Total Completed	Notes
Auto-populated with each deliverable row included in the PPA	Entered by Lead Partner (estimate a percentage)	Auto calculated by the portal	Description of outcome(s) measured/estimated/observed to date

Appendix C – Table of Contract Type Purposes

Activity Type	PPA Contract Type	Purpose	Contract/ Agreement Home(s)
Land Management	Supplemental Agreement	Partner-producer contracts or Partner performed work for land management	SA Type III
	3rd Party Contracts & Reserves	NRCS contracted FA delivery Reserves used to hold funds, until a specific use is identified and the PPA is amended.	IAS, Cooperative Agreement, and other federal procurement methods
Rental Payments	Supplemental Agreement	Partner-producer contracts for land rentals	SA Type III
US-Held Easement	Note: US-Held Easements are not available in RCPP AFAs.		
Entity-Held Easement	Supplemental Agreement*	Due diligence (<i>Likely requires a policy waiver</i>)	SA Type I
	N/A	Program agreement with entity	SA Type IV
	Parcel Contract	Parcel contract(s) with landowner(s) – Include only the federal share of the easement purchase cost.	CD
Watershed Activities	Supplemental Agreement	FA for construction with an approved watershed plan	SA Type III
	3rd Party Contracts & Reserves	NRCS contracted FA delivery with an approved watershed plan Reserves used to hold funds, until a specific use is identified and the PPA is amended.	IAS, Cooperative Agreement, and other federal procurement methods
NRCS TA	NRCS Use	NRCS staff time on RCPP Project	N/A
	NRCS Use in Producer Contracts	Producer contract to hire a registered TSP for TA	CD

Appendix C – Table of Contract Types and Purposes (cont.)

Activity Type	PPA Contract Type	Purpose	Contract/ Agreement Home(s)
	3rd Party Contracts & Reserves	NRCS due diligence or entities/individuals contracted by NRCS to deliver TA through federal procurement methods	IAS, Cooperative Agreement, and other federal procurement methods
Partner TA-I	Supplemental Agreement	Technical assistance to support specific FA activities	SA Type I
Partner TA-E	Supplemental Agreement	Technical assistance to support the overall project	SA Type I

Appendix D – Exhibit Questions

PPAs automatically include exhibits based on the activity types selected by the partner or Lead State. The purpose of the exhibit is to inform planning, ranking, and other activity-specific requirements for the project. **Exhibits should be completed by the lead state with input from the lead partner, as they require thorough knowledge of the NRCS planning and contracting processes.**

a) Land Management

Exhibit Category	Exhibit Questions
Overview and Eligibility: Eligible Producers and Eligible Lands	Describe the contracting model partner will use to manage land management activity funds and provide funding or benefits to eligible producers and eligible lands. Click or tap here to enter text.
Overview and Eligibility: Work by Producers on Eligible Land (with payments to producers)	<p>Will this project involve any Land Management activities implemented by eligible producers on eligible lands, with payments to producers? <Yes or No></p> <p>If yes, describe how partner will use one or more of the following mechanisms to deliver assistance.</p> <p>1) Contracts with producers for producers to implement conservation practices or activities for which producers will receive payment(s).</p> <p>Describe how compensation amounts for activity-based payments to producers will be determined (make sure to describe how compensation amounts compare to available NRCS payment schedule amounts).</p> <p>2) Contracts with producers where Pay-for-Performance or Market-based payments will be used in lieu of practice or activity payments.</p> <p>Detail how compensation amounts for these methods will be determined (include comparisons to make compensation amounts available for similar activities in the traditional NRCS payment schedule model). Include a summary of how producer performance will be evaluated.</p>
Overview and Eligibility: Work Led by Partners (without payment to producers)	<p>Will this project involve any eligible Land Management activities implemented by partners <u>without payment to producers</u>, for the direct benefit of eligible producers and lands? <Yes or No></p>

Appendix D – Exhibit Questions (cont.)

	<p>If yes, describe how partner will use one or more of following mechanisms to deliver assistance (as applicable) for the benefit of eligible producers and lands.</p> <p>Describe how partners will deliver activities on eligible producer-controlled lands without payments to producers (e.g. via a “partner as contractor model”?)</p> <p>If partner(s) will deliver any activities on partner controlled, public lands, describe those activities and how they will directly benefit eligible producers (e.g., EQIP Water Management Entity-like projects on partner-controlled land)</p>
<p>Adjusted Gross Income (AGI) (Program Beneficiaries)</p>	<p>Project/activity wide AGI applicably waiver:</p> <p>Partner requesting AGI <u>applicability</u> waiver for all producer beneficiaries (those receiving benefits, with or without direct payment) in this activity type. (Note—individual producer AGI waiver requests may still be considered by NRCS if partners chooses not to request an applicability waiver, per standard AGI wavier policy). <Yes or No></p> <p>If yes, document justification below. NRCS to process waiver request per NRCS policy. If approved, signed AGI waiver will be uploaded to the project record.</p>
<p>Resource Concerns and Related Considerations</p>	<p>Expenditures of RCPP FA funds must address one or more of the resource concern categories as documented in the PPA.</p> <p>Is funding for Land Management activities to be available for all project resource concern categories? <Yes or No></p> <p>If “No”, identify only those resource concern categories that will be addressed through this activity type:</p> <p>Choose an item.</p> <p>Choose an item.</p> <p>Choose an item.</p> <p>Choose an item.</p> <p>Choose an item.</p> <p>Choose an item.</p> <p>Choose an item.</p> <p>Choose an item.</p> <p>Choose an item.</p>

	<p>Describe how rental payments will be used to address project resource concerns.</p>
<p>Land Uses and Related Considerations</p>	<p>If Land Management activities will be targeted to a limited set of land uses, identify targeted land uses here:</p> <p>Choose an item.</p> <p>Choose an item.</p> <p>Choose an item.</p> <p>Choose an item.</p> <p>Choose an item.</p> <p>Choose an item.</p> <p>Choose an item.</p> <p>Choose an item.</p> <p>Choose an item.</p> <p>Choose an item.</p> <p>Document other land use-related considerations (e.g. if specific land uses have specific funding goals).</p>
<p>Relationship to Other Project Activities: RCPP Funded Activities</p>	<p>Document anticipated relationships between Land Management activity and other RCPP financial assistance activities (Rental, Entity-Held Easements, Watersheds). Specifically describe any contracting and/or planning expectations that tie different activity types together.</p>
<p>Relationship to Other Project Activities: Partner Contributions</p>	<p>Document anticipated relationships between Land Management activity and partner contributions. Specifically describe any contracting and/or planning expectations which tie NRCS-funded and partner contribution-funded activities together.</p>
<p>Application and Enrollment Processes</p>	<p>If project proposal identified specific producers/projects anticipated to be part of the project (vs. soliciting and ranking applications post-award) describe them here.</p> <p>All RCPP-funded awards must adhere to standards of equal access, fairness and fully comply with requirements of federal civil rights legislation. Application processes are critical to ensuring equal and fair access to program funding.</p> <p>Describe the process Partner will use to accept applications if specific producers/projects were not included in proposal.</p> <p>Document how partner will evaluate, assess, and rank applications. Specifically describe mechanisms to ensure funded Land Management activities will address RCPP resource concern categories.</p>

Appendix D – Exhibit Questions (cont.)

	<p>Document roles and timeliness requirements of NRCS in assessing applicant or land eligibility, as well as assessing and ranking applications.</p>
<p>Assessment and Ranking: Historically Underserved (HU) Involvement</p>	<p>Will historically underserved (HU) program beneficiaries receive special consideration(s) in this project? <Yes or No></p> <p>Describe how HU priority will be managed for Land Management (e.g., through specific ranking questions, dedicated funding pools, etc.):</p>
<p>Planning, Design, and Environmental Compliance Considerations and Processes</p>	<p>Document specific technical standards and processes partner will use to plan Land Management activities (e.g., NRCS standards and specifications or other).</p>
	<p>Document processes to ensure NRCS has adequate time, information and staff resources to complete agency environmental compliance responsibilities (NEPA, Section 106, etc.). Departure from NRCS standards and use of established NRCS Evaluation process will likely require an EA/FONSI or EIS/ROD.</p> <p>Note: Generally, NRCS will retain only non-delegable decision-making responsibilities. Partner will complete and provide to NRCS all necessary inventories and analysis, draft the Environmental Evaluation (NRCS-CPA-52) and provide to NRCS for review and approval, prior to commencing work. Any deviation from this model should be clearly documented here.</p>
	<p>Document other planning-related <u>NRCS</u> roles in planning (if any).</p> <p>Document specific technical standards, processes, reviews and quality assurance processes that partner will use to design Land Management activities.</p> <p>Document design-related <u>NRCS</u> roles (including design reviews/approvals) (if any).</p> <p>Document processes partner will use to ensure all necessary approvals, including but not limited to NRCS approvals, and any permits have been obtained prior to implementation of Land Management activities.</p>

Appendix D – Exhibit Questions (cont.)

<p>Checkout, Completion and Payment Considerations</p>	<p>Supplemental agreement payment processes require 1) that RCPP funding address project resource concerns for program beneficiaries and 2) where payments are made to producers (including landowners), AGI requirements must be met, or waived 3) work performed on producer controlled land must meet Farm Bill eligibility requirements, including Highly Erodible Land and Wetland Conversion requirements(HEL/WC).</p> <p>Document how partner will provide beneficiary activity eligibility information to NRCS to satisfy these requirements (may repeat or expand upon planning related verification steps above, and or be detailed in supplemental agreement template).</p>
<p>Operation and Maintenance (O&M)</p>	<p>Document processes partner will use post-installation during term of PPA to ensure Land Management activities are operated and maintained in accordance with applicable technical standards (e.g., practice lifespan, partner program contracting expectations, etc.)</p> <p>Document O&M-related NRCS roles (if any).</p>
<p>Appeals</p>	<p>Document process partner will use to address beneficiary or contractor concerns or appeals.</p>
<p>Additional NRCS/ Partner Coordination Needs</p>	<p>Document specific expectations of NRCS/Partner interactions not captured elsewhere.</p>
<p>Other Conservation Flexibilities</p>	<p>Document other negotiated flexibilities not captured elsewhere.</p>
<p>Other Conservation Innovations</p>	<p>In circumstances where existing tools or methods are not captured in prior fields, document negotiated conservation innovations.</p>

b) Rental

AFA Rental Exhibit	
Exhibit Category	Exhibit Questions
Overview and Eligibility: AFA Partner Delivery Methods and Beneficiaries	Describe the contracting model partner will use to manage Rental activity funds and provide funding to participating producers.
	Describe how producer payment amounts will be determined and describe processes to ensure that payments do not exceed recipient’s typical costs (evaluated in an NRCS Payment Scenario-like structure to include labor, equipment, forgone income cost, etc.)
	Where Pay-for-Performance or Market-based payments will be used (vs. forgone income and NRCS Payment Scenario-like based payments), detail specifics of the approach. Include a description of how payment amounts will be regulated (with respect to costs/forgone income as above) and include a summary of how producer performance will be evaluated.
Adjusted Gross Income (AGI) (Program Beneficiaries)	<p>Project/activity wide AGI applicably waiver:</p> <p>Partner requesting AGI applicability waiver for all producers receiving payment in this activity type (Note—individual producer AGI waiver requests may still be considered by NRCS if partners choose not to request an applicability waiver, per standard case-by-case AGI wavier policy). <i><Yes or No></i></p> <p>If yes, document justification below. NRCS to process waiver request per NRCS policy. If approved the signed waiver will be uploaded to the project record.</p>

Appendix D – Exhibit Questions (cont.)

<p>Resource Concerns and Related Considerations</p>	<p>Expenditures of RCPP FA funds must address one or more of the resource concern categories in the PPA.</p> <p>Is funding for Rental activities to be available for all project resource concern categories? <Yes or No></p> <p>If “No”, identify only those resource concern categories that will be addressed through this activity type:</p> <p>Choose an item.</p> <p>Choose an item.</p> <p>Choose an item.</p> <p>Choose an item.</p> <p>Choose an item.</p> <p>Choose an item.</p> <p>Choose an item.</p> <p>Choose an item.</p> <p>Choose an item.</p> <p>Choose an item.</p> <p>Describe how rental payments will be used to address project resource concerns.</p>
<p>Land Uses and Related Considerations</p>	<p>If Rental activities will be targeted to a limited set of land uses, identify targeted land uses here:</p> <p>Choose an item.</p> <p>Choose an item.</p> <p>Choose an item.</p> <p>Choose an item.</p> <p>Choose an item.</p> <p>Choose an item.</p> <p>Choose an item.</p> <p>Choose an item.</p> <p>Choose an item.</p> <p>Choose an item.</p> <p>Document other Land Use related considerations (e.g. if specific land uses have specific funding goals).</p>
<p>Relationship to Other Project Activities: RCPP Funded Activities</p>	<p>Document anticipated relationships between Rental activity and other RCPP financial assistance funded activities (Land Management, Entity-Held Easements, Watersheds). Specifically describe contracting and planning expectations which might tie rental payment eligibility to</p>

	completion of another activity (e.g., post-land treatment activity or prior to closing of entity- held easement).
Relationship to Other Project Activities: Partner Contributions	Document anticipated relationships between Rental activity and partner contributions. Specifically describe contracting and planning expectations which might tie rental payment eligibility to completion of another activity (e.g. post-land treatment activity or prior to closing of entity-held easement).
Application and Enrollment Processes	If project proposal identified specific producers/projects anticipated to be part of the project (vs. soliciting and ranking applications post-award) describe them here.
	All RCPP funded awards must adhere to standards of equal access, fairness and fully comply with requirements of federal civil rights legislation. Application processes are critical to ensuring equal and fair access to program funding. Describe the process Partner will use to accept applications if specific producers/projects were not included in proposal.
	Document how partner will evaluate, assess, and rank applications. Specifically describe mechanisms to ensure funded Land Management activities will address RCPP resource concern categories.
	Document roles and timeliness requirements of NRCS in assessing applicant or land eligibility, as well as assessing and ranking applications.
Assessment and Ranking: Historically Underserved (HU) Involvement Application and Enrollment Processes	Will historically underserved (HU) program beneficiaries receive special consideration(s) in this project? <Yes or No>
	If yes, document how HU priority will be managed for Land Management (e.g., through specific ranking questions, dedicated funding pools, etc.):
Planning, Design, and Environmental Compliance Considerations and Processes	Document technical standards and processes partner will use to plan Rental activities.
	Document other planning-related NRCS roles in planning (if any).

	<p>Document processes to ensure NRCS has adequate time, information and staff resources to complete agency environmental compliance responsibilities (NEPA, Section 106, etc.) Departure from NRCS standards and use of established NRCS Evaluation process will likely require an EA/FONSI or EIS/ROD.</p> <p>Note: Basic expectation is that NRCS retains only non-delegable decision-making responsibilities. Partner will complete and provide to NRCS all necessary inventories and analysis and draft the CPA-52 and provide to NRCS for review and approval, prior to commencing work. Any deviation from this expectation should be clearly documented here.</p> <p>Document specific technical standards, processes, reviews and quality assurance processes that partner will use to design Rental activities, or ensure that any applicable land management activities are appropriately designed to ensure rental activity addresses a resource benefit.</p>
	<p>Document design-related NRCS roles (including design reviews/approvals) (if any).</p> <p>Document processes partner will use to ensure all necessary approvals, including but not limited to NRCS approvals, and any permits have been obtained prior to implementation of Land Management activities.</p>
<p>Checkout, Completion and Payment Considerations</p>	<p>Partners/producer may only receive rental payments for completed activities. Document how partner will ensure rental activity meeting planning/design requirements has been completed prior to producer payment and or partner reimbursement.</p> <p>Supplemental agreement payment processes require 1) that RCPP funding address project resource concerns for program beneficiaries and 2) where payments are made to producers (including landowners), AGI requirements must be met or waived) 3) work performed on producer controlled land must meet Farm Bill eligibility requirements, including Highly Erodible Land and Wetland Conversion requirements (HEL/WC).</p> <p>Document how partner will provide beneficiary activity eligibility information to NRCS to satisfy these requirements (may repeat or expand upon planning related verification steps above, and or be detailed in supplemental agreement template).</p> <p>Click or tap here to enter text.</p>
<p>NRCS O&M</p>	<p>Document O&M-related NRCS roles (if any).</p> <p>Click or tap here to enter text.</p>

Appendix D – Exhibit Questions (cont.)

Appeals	Document process partner will use to address beneficiary or contractor concerns or appeals. Click or tap here to enter text.
Additional NRCS/Partner Coordination Needs	Document specific expectations of NRCS/Partner interactions not captured elsewhere Click or tap here to enter text.
Other Conservation Flexibilities	Document other negotiated flexibilities not captured elsewhere. Click or tap here to enter text.
Other Conservation Innovations	In circumstances where existing tools or methods are not captured in prior fields, document negotiated conservation innovations. Click or tap here to enter text.

c) US-Held Easements

Note: US Held Easements are not available to RCPP AFAs.

d) Entity-Held Easements

AFA Entity-Held Easements	
Exhibit Category	Exhibit Questions
Overview and Eligibility: AFA Partner Delivery Methods and Beneficiaries	Summarize how entity-held easements will be used to address RCPP project resource concerns and outcomes, consistent with program requirements.
	Will this project involve any potential entity-held easements based on a traditional NRCS entity-held easement acquisition model (i.e. entity easement purchase(s) from eligible landowner(s) on eligible land)? <Yes or No>

	<p>Buy-protect-sell transactions may be authorized by NRCS only when included in the RCPP project proposal as selected, identified in the PPA as a potential transaction type, and explicitly approved by NRCS through the execution of a supplemental agreement authorizing such transactions and containing all of the terms and requirements specific to the buy-protect-sell transactions that may be conducted under such agreement.</p> <p>Will this project involve any buy-protect-sell transactions?</p> <p><Yes or No></p>
<p>Acquisition Model: Easement(s) <u>will</u> include U.S. Right of Enforcement</p>	<p>Every entity-held easement which includes a U.S. Right of Enforcement must be reviewed and approved by NRCS prior to the execution of the easement and must include the NRCS-provided minimum deed terms (MDT).</p> <p>Will any of the entity-held easements in the project include the US Right-of-Enforcement (ROE) and related deed terms?</p> <p><Yes or No></p> <p>If yes, what is the maximum share of easement diminution for which RCPP funding will be requested when ROE is included (cap is 50%):</p>
<p>Acquisition Model: Easement(s) <u>will NOT</u> include U.S. Right of Enforcement</p>	<p>Entity-held easements that do not include a ROE may not be reviewed or approved by NRCS prior to the execution of the easement. Supplemental agreement payment requests will require NRCS acceptance of recorded deeds (and verification of inclusion of minimum deed requirements therein) as a condition of payment eligibility.</p> <p>The entity may craft the entirety of the conservation easement deed and must ensure that the terms of the deed address the minimum deed requirements (MDR) provided by NRCS to ensure payment eligibility. Use of the NRCS-provided minimum deed terms is not required.</p> <p>Will any of the Entity-held easements in the project not include the US Right-of-Enforcement (ROE) and related deed terms?</p> <p><Yes or No></p> <p>Maximum RCPP funded share of easement acquisition cost per APF is 25% of easement value. Waiver to allow higher RCPP payments absent a ROE may be considered. Document final, approved RCPP share here (absent attached documentation of waiver approval, 25% cap shall apply):</p>

<p>Acquisition Model: Use of NRCS Minimum Deed Terms (MDT) Addendum</p>	<p>If an easement will include the U.S. ROE, use of NRCS Minimum Deed Terms (MDT) is required. Only one set of MDTs may be used for an individual entity-held easement, so only one of the available MDT templates may be used per easement.</p> <p>Identify which MDTs may be used in this project:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Highly Restrictive (e.g. highest level of protection of conservation values) <input type="checkbox"/> Moderately Restrictive (e.g. moderate protection of conservation values, allows for greater assurance of mixed conservation/agricultural uses) <input type="checkbox"/> Least Restrictive (e.g. working lands) <p>The conservation easement deed may include the eligible entity’s own deed terms, including those that are consistent with but more restrictive than the NRCS MDTs. The NRCS MDT addendum identifies the terms that will prevail in the event of a conflict. The NRCS MDTs themselves may not be modified except for appropriate changes to address drafting needs and formatting requirements.</p> <p>Attachment of the NRCS MDT addendum as an exhibit to the eligible entity’s own conservation easement deed terms is the recommended method to meet the requirement to use the MDTs. Any method used to address the MDTs besides attachment (e.g. incorporation of the MDTs into the body of the eligible entity conservation easement deed) requires review and approval by NRCS at the National level which will extend the time period required for NRCS review.</p> <p>Identify below the method that will be used: MDT will be attached as an exhibit to the entity’s conservation easement deed <Yes or No> MDT will be incorporated into the entity’s conservation easement deed (individual deed review required) <Yes or No></p>
<p>Adjusted Gross Income (AGI) (Program Beneficiaries)</p>	<p>Project/activity wide AGI applicably waiver:</p> <p>Partner requesting AGI applicability waiver for all producers receiving payment in this activity type (Note—individual producer AGI waiver requests may still be considered by NRCS if partners chooses not to request an applicability waiver, per standard case-by-case AGI wavier policy).</p> <p>If yes, document justification below. NRCS to process waiver request per NRCS policy. If approved the signed AGI waiver will be uploaded to the project record.</p>

<p>Conservation Values</p>	<p>NRCS must review and approve the Conservation Values statements for each Entity-held easement deed. The Conservation Values statement in each Entity-held easement must have a direct relationship to the RCPP project objectives identified in the PPA.</p> <p>For easements with US ROE, a specific Conservation Values statement is optional in this exhibit, because each US ROE deed will be reviewed by NRCS prior to closing. However, where some or all deeds with US ROE will include a similar (or identical) Conservation Values, project specific template conservation values language is recommend here. Click or tap here to enter text.</p> <p>For easements without a US ROE, Conservation Values statement is required in this exhibit. If project will include easements without a US ROE, document conservation values statement here: Click or tap here to enter text.</p>								
<p>Resource Concerns and Related Considerations</p>	<p>Expenditures of RCPP FA funds must address one or more of the resource concerns to address the project conservation benefits. Conservation benefits are associated with agency resource concerns and/or resource concern categories, as specified and documented in the PPA. All AFA entity-held easements shall at a minimum address the resource concern for “Long Term Protection of Land”.</p> <p>Is RCPP FA funding for Entity-held Easements to be available for all project resource concern categories (in addition to Long Term Protection of Land)? <input type="text" value="Choose an item."/></p>								
	<p>If “No”, identify only those resource concern categories that will be addressed through this activity type:</p> <table border="1" data-bbox="464 1556 1427 1896"> <tr><td>Choose an item.</td></tr> <tr><td>Choose an item.</td></tr> <tr><td>Choose an item.</td></tr> <tr><td>Choose an item.</td></tr> <tr><td>Choose an item.</td></tr> <tr><td>Choose an item.</td></tr> <tr><td>Choose an item.</td></tr> <tr><td>Choose an item.</td></tr> </table>	Choose an item.	Choose an item.	Choose an item.	Choose an item.	Choose an item.	Choose an item.	Choose an item.	Choose an item.
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	<p>Choose an item.</p> <p>Describe any other resource concern related considerations (e.g. describe project specific issues such as “within the plant community health category, project objective is to promote removal of invasive species and restoration and protection of native grassland habitat”):</p> <p>Click or tap here to enter text.</p>
Land Uses and Related Considerations	If entity-held easements will be targeted to a limited set of land uses, identify targeted land uses here:
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Document other Land Use Related Considerations (e.g., farmland activities shall be targeted toward reduced surface erosion; grazing land activities to improving plan community health.)	
Relationship to Other Project Activities: RCPP Funded Activities	Document anticipated relationships between entity-held easement activity and other RCPP financial assistance funded activities (Land Management, Rental, Watersheds) included in the project. Describe contracting and planning expectations that link activities.
Relationship to Other Project Activities: Partner Contributions	Document anticipated relationships between NRCS funded entity-held easements and partner contributions. Specifically describe contracting and planning expectations that link easements and partner contribution-funded activities.
Application Processes	If project proposal as selected identified specific parcels targeted as part of the project (to be funded on basis of that prior selection vs. based on ranking) describe them here.

	<p>All RCPP funded awards must adhere to standards of equal access, fairness and fully comply with requirements of federal civil rights legislation. Application processes are critical to ensuring equal and fair access to program funding.</p> <p>Describe the process Partner will use to accept applications if specific parcels were not identified in proposal.</p> <p>Document how partner will evaluate, assess, and rank applications. Specifically describe mechanisms to ensure funded applications address RCPP resource concern categories.</p> <p>Document roles and timeliness requirements of NRCS in assessing applicant or land eligibility, as well as assessing and ranking applications.</p>
<p>Assessment and Ranking: Historically Underserved (HU) Involvement</p>	<p>Will historically underserved (HU) program beneficiaries receive special consideration(s) in this project? <Yes or No></p>
	<p>Describe how HU priority will be managed for Land Management (e.g., through specific ranking questions, dedicated funding pools):</p>
<p>Planning Considerations</p>	<p>Document specific standards and processes partner will use to develop a RCPP Easement Plan on entity-held easements where a RCPP Easement Plan is required (e.g. easements that use the highly or moderately restrictive NRCS MDTs; easements with restoration or protection of specific habitats, species, or otherwise minimal use as primary purpose).</p> <p>What purposes/practices are anticipated?</p> <p>Document processes to ensure NRCS has adequate time, information and staff resources to complete agency environmental compliance responsibilities (NEPA, Section 106, etc.)</p> <p>Note: Basic expectation is that NRCS shall retain only non-delegable decision-making responsibilities. Partner will complete and provide to NRCS all necessary inventories and analysis (e.g. natural and cultural resource survey) and draft the CPA-52 and provide to NRCS for review and approval. Partner must have written approval from NRCS prior to commencing work. Any deviation from this expectation should be clearly documented here).</p>

	Document other planning related expectations of NRCS in partner/project planning processes above (if any).
Realty Process Considerations (as applicable)	Partner is expected to adhere to NRCS standards applicable to entity-held easements for easement acquisition and due diligence activities (e.g. for appraisals, legal boundary surveys, title review and clearance, etc.) Potential deviations from such requirements and standards should be identified below but shall be reviewed separately via the RCPP waiver process. Waiver approval should not be assumed.
Checkout and Completion Considerations	Document any project specific standards, processes, reviews and quality assurance processes that partner will use to ensure RCPP funded entity-held easements meet applicable technical requirements above.
	Document partner-led processes to ensure direct beneficiaries of AFA Entity Held Easements activity funding meet Farm Bill Eligibility requirements (specifically Highly Erodible Land/Wetland Compliance [HEL/WC] and adjusted gross income [AGI]). (Notes: <ol style="list-style-type: none"> 1. These requirements must be satisfied as a condition of partner supplemental agreement payment eligibility, as further described in supplemental agreement terms. 2. Basic procedural expectation: NRCS shall retain only non-delegable responsibilities, with partner to complete all necessary coordination with beneficiaries to ensure they establish and maintain necessary records with the Farm Service Agency (FSA) e.g. Partner to ensure beneficiaries understand HEL/WC and AGI eligibility requirements and file with FSA; NRCS (or FSA) to work directly with beneficiaries only as they would to any potential program participant to requests assistance in complete forms etc; Partner to provide a written request for determination of eligibility to NRCS to include such information deemed necessary by NRCS and or FSA, including but not limited to applicant name, tax id, address, telephone, email, and farm and tract number as would otherwise be captured on CPA-1200 or equivalent application for farm bill assistance; NRCS to provide partner a summary of beneficiary eligibility; partner responsible for ensuring beneficiary resolves any eligibility issues (as a condition of partner payment eligibility. Any deviation from this model should be clearly documented here.)
	Document and non-payment related expectations of NRCS in checkout (if any)
Monitoring and Enforcement	Document processes partner will use post-closing during term of PPA to ensure AFA Entity Held Easements activities are operated and

	<p>maintained in accordance with applicable technical standards (e.g. practice lives, partner program contracting expectations etc.)</p> <p>Document processes partner will use post-closing after the term of PPA to ensure AFA entity-held easements activities are operated and maintained in accordance with applicable technical standards (e.g. practice lives, partner program contracting expectations etc.)</p> <p>Document expectations of NRCS in O&M (if any).</p>
Conflict of Interest	<p>Discuss and document expectations with respect to avoidance of conflict of interest.</p> <ul style="list-style-type: none"> • Will lead or contributing partner make application for Financial Assistance in this activity type? <Yes or No> <p><i>Note: If yes, NRCS will manage potential conflicts of interest at the supplemental agreement level.</i></p>
	<p>If yes, document specifically how potential conflicts of interest will be managed.</p>
Appeals	<p>Document process partner will use to address beneficiary and or contractor concerns or appeals.</p>
Additional NRCS/Partner Coordination Needs	<p>Document specific expectations of NRCS/Partner interactions not captured elsewhere.</p>
Other Conservation Flexibilities:	<p>Document other negotiated flexibilities not captured elsewhere.</p>
Other Conservation Innovations:	<p>In circumstances where existing tools, methods, are not captured in prior fields, document negotiated conservation innovations.</p> <ul style="list-style-type: none"> • Pay for performance details beyond “steps” above. • Etc.

e) Watershed Projects

AFA Watershed Exhibit

Exhibit Category	Exhibit Questions
Contracting Model	<p>Describe specific contracting instruments partner will use to deliver Watershed assistance eligible producers.</p>
	<p>Where Pay-for-Performance or Market-based payments will be used, detail specifics of each applicable approach: include description of how payment amounts will be regulated (with respect to costs/forgone income as above), and include a summary of how performance will be evaluated and details of how value of performance levels will be calculated.</p>
	<p>Eligible activities delivered by partners without payments to producers. e.g. partner will act as a contractor to deliver or arrange for delivery of eligible activities on producer owned lands. (Payment methods to be negotiated in supplemental agreement.)</p>
Eligibility: Direct Benefits	<p>Watershed Funding is generally only available when benefits will directly accrue to eligible producers and benefit eligible lands.</p>
	<p>Describe how RCPP Watershed funding will directly benefit eligible producers and eligible lands.</p>
	<p>Describe how Watershed related partner contributions will directly benefit eligible producers and eligible lands.</p>
Secondary Benefits	<p>Indirect Benefits: Describe how RCPP Watershed FA funding will indirectly benefit eligible producers on eligible lands.</p>
	<p>Describe how Watershed related partner contributions will indirectly benefit eligible producers on eligible lands.</p>
Resource Concerns	<p>Each FA expenditure in RCPP must address one or more project conservation benefits as identified in the proposal. Conservation benefits are associated with agency resource concerns and/or resource concern categories, as specified during project negotiations, and documented in the PPA.</p>
	<p>Is Watershed activity funding to be available for all project resource concern categories? <Yes or No></p>
	<p>If “No”, identify only those resource concern categories that will be addressed through this activity type:</p>

Appendix D – Exhibit Questions (cont.)

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	Describe any other resource concern related considerations (e.g. describe project specific issues such as “within the plant community health category, project objective is to promote removal of invasive species and restoration of native grassland habitat”):
Land Uses	If activities will be targeted to a limited set of land uses, identify targeted land uses here:
	Choose an item.
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	Document other Land Use Related Considerations (e.g farm lands activities shall be targeted toward reduced surface erosion; grazing land activities to improving plan community health)
Relationship to Other Project Activities: RCPP Funded Activities	Document anticipated relationships between Watershed activity and other RCPP financial assistance funded activities (Land Management Rental, Entity-Held Easements). Specifically describe contracting and planning expectations which tie activities together.
Relationship to Other Project Activities: Partner Contributions	Document anticipated relationships between Watershed activity and partner contributions. Specifically describe contracting and planning expectations which tie activities together.
Application Processes	If project proposal included specific projects or proposal which are to be funded without further assessment or ranking, describe them here.

	<p>Describe General Process Partner will use to accept applications (if applicable).</p>
	<p>All RCPP funded awards must adhere to standards of equal access, fairness and fully comply with requirements of federal civil rights legislation. Application and ranking processes are critical to ensuring equal and fair access to program funding.</p> <p>Document how partner will evaluate participant eligibility, assess and rank applications. Specifically describe mechanisms to ensure awards will address RCPP project resource concerns.</p>
	<p>Document roles (if any) NRCS will play in assessing participant eligibility, as well as assessing and ranking applications.</p>
<p>Assessment and Ranking: Historically Underserved (HU) Involvement</p>	<p>Did this project proposal receive ranking points for historically underserved (HU) producer/beneficiary involvement ? <Yes or No></p>
<p>Specific Improvements in Project: Purpose and Funding</p>	<p>Describe how HU priority will be managed for Watershed applicants (e.g. via ranking questions to award points):</p>
<p>Specific Improvements in Project: Purpose and Funding</p>	<p>Note: Contingent upon eligibility, planning, environmental and design factors, inclusion of improvements herein may obviate need for further application period or enrollments. However, if NRCS determines that targeted improvements impractical for any reason, with lead partner concurrence NRCS may opt to accept applications for substitute improvements based on demand in the project area for improvements to address original project purposes.</p>
<p>Specific Improvements in Project, Purpose and Funding: Ownership, Operations and Management</p>	<p>Identify owner(s) of each RCPP assisted works of each improvement listed above, and provisions for long term operations and management.</p>
<p>Specific Improvements in Project, Purpose and Funding: Ownership, Operations and Management</p>	<p>Identify owner(s) of each RCPP assisted works of each improvement listed above, and provisions for long term operations and management.</p>

<p>Specific Improvements in Project, Purpose and Funding: Land Rights</p>	<p>Describe existing land rights, if any, as well as provisions to identify and secure additional land rights as needed:</p>
<p>Identify (current) status of Watershed Plan, Environmental Analysis, and Design Activities Completed to Date</p>	<p>Identify current status of each planed improvement with specific ties to National Watershed Planning Manual and NRCS engineering processes, and NRCS review or approvals thereof.</p> <p>Note: Details should be included in deliverables. This table should be available to inform reviewers and negotiations.</p>
<p>Plan for Completion of Pending Watershed Planning / Design Activities</p>	<p>Identify party responsible for the plan, EA/EIS, and Design.</p>
<p>Checkout and Completion Considerations</p>	<p>Document specific standards, processes, reviews and quality assurance processes that partner will use to ensure Watershed funded activities meet applicable planning and design requirements above.</p> <p>Document relationship between partner Watershed activity checkout processes and proposed supplemental agreement payment methods.</p> <p>Document specific methods partner will employ to ensure that payments to beneficiaries are defensible and RCPP Watershed share of assistance does not exceed anticipated supplemental agreement valuation payment methods (to be negotiated in Supplemental Agreements). Note: SA payment methods only relate to RCPP FA payments; at partner discretion, partner contributions can be used to supplement beneficiary payments (and incentive participation in a RCPP project); where such incentives exceed 100% of incurred costs (e.g. typical practice/scenario costs as determined by NRCS payment schedule processes), contribution valuation method(s) may require additional NRCS consideration.</p> <p>Document partner led processes to ensure direct beneficiaries of Watershed activity funding meet Farm Bill Eligibility requirements (specifically Highly Erodible Land/Wetland Compliance [HEL/WC] and adjusted gross income [AGI]). (Notes:</p> <ol style="list-style-type: none"> 1. These requirements must be satisfied as a condition of partner supplemental agreement payment eligibility, as further described in supplemental agreement terms.

	<p>2. Basic procedural expectation: NRCS shall retain only non-delegable responsibilities, with partner to complete all necessary coordination with beneficiaries to ensure they establish and maintain necessary records with the Farm Service Agency (FSA) e.g. Partner to ensure beneficiaries understand HEL/WC and AGI eligibility requirements and file with FSA; NRCS (or FSA) to work directly with beneficiaries only as they would to any potential program participant to requests assistance in complete forms etc; Partner to provide a written request for determination of eligibility to NRCS to include such information deemed necessary by NRCS and or FSA, including but not limited to applicant name, tax id, address, telephone, email, and farm and tract number as would otherwise be captured on CPA-1200 or equivalent application for farm bill assistance; NRCS to provide partner a summary of beneficiary eligibility; partner responsible for ensuring beneficiary resolves any eligibility issues (as a condition of partner payment eligibility. Any deviation from this model should be clearly documented here.)</p> <p>Document expectations of NRCS in checkout (if any), and or document relationship between partner Watershed activity checkouts processes and proposed supplemental agreement payment methods.</p>
<p>Operation and Maintenance</p>	<p>Document processes partner will use post installation during term of PPA to ensure Watershed activities are operated and maintained in accordance with applicable technical standards (e.g. practice lives, partner program contracting expectations etc.)</p> <p>Document processes partner will use post installation after the term of PPA to ensure Watershed activities are operated and maintained in accordance with applicable technical standards (e.g. practice lives, partner program contracting expectations etc.) <small>Click or tap here to enter text.</small></p> <p>Document expectations of NRCS in O&M (if any).</p>
<p>Conflict of Interest</p>	<p>Discuss and document expectations with respect to avoidance of conflict of interest.</p> <ul style="list-style-type: none"> • Will lead or contributing partner make application for Financial Assistance in this activity type? <Yes or No> <p><i>Note: If “yes”, NRCS will manage potential conflicts of interest at the supplemental agreement level.</i></p>

Appendix D – Exhibit Questions (cont.)

	If “yes”, document specifically how potential conflicts of interest will be managed.
Appeals	Document process partner will use to address beneficiary and or contractor concerns or appeals.
Additional NRCS/Partner Coordination Needs	Document specific expectations of NRCS/Partner interactions not captured elsewhere.
Other Conservation Flexibilities:	Document other negotiated flexibilities not captured elsewhere.
Other Conservation Innovations:	In circumstances where existing tools, methods, are not captured in prior fields, document negotiated conservation innovations. <ul style="list-style-type: none"> • Pay for performance details beyond “steps” above. • Etc.

f) Technical Assistance for FA Activities

This table is included in each FA activity type exhibit even though not all categories are available to partners for all FA activity types.

Exhibit Category	Exhibit Questions
RCPP TA-I Practice Types	<p>Describe and provide rationale for partner delivery of this practice. Rationale may include but is not limited to (1) known limitations on NRCS staffing or expertise to accomplish critical tasks in the project area within available time or (2) expectation so partner ability to deliver TA at rates comparable or better than NRCS TA. If the partner is not delivering this TA practice, then put N/A.</p> <ul style="list-style-type: none"> • Pre-Application Activity • Planning on FA Applications or Contracts • Design on FA Applications or Contracts • Installation Assistance on FA Applications or Contracts • Checkout on FA Applications or Contracts • Atypical Post-Application Services • Eligible 3rd Party Contract Management

g) Enhancement Technical Assistance

Exhibit Category	Exhibit Questions
<p>RCPP TA-E Practice Types</p>	<p>Provide a general basis for inclusion of each applicable TA-E item in this RCPP project. Rationales should support budgets and specific items in Programmatic Agreement and Supplemental Agreement Deliverables.</p> <ul style="list-style-type: none"> • Project Management • Communication and Coordination • Outreach and Education • Defined Outcome Assessment • Conservation Innovation • Other Eligible Purposes