MASTER
PARTICIPATING AGREEMENT
Between The
PLUMAS CORPORATION
And The
USDA, FOREST SERVICE
PACIFIC SOUTHWEST REGIONAL OFFICE


Background:
The U.S. Forest Service and PC have partnered on multiple watershed improvement projects in several of the National Forests in the Sierra Nevada and Cascades, over the past 20 years. The partnership has worked through a variety of agreements using a combination of grant funding acquired by PC and U.S. Forest Service funds to complete the field reconnaissance, project development, project design, environmental assessment, permitting, implementation, and monitoring for multiple projects.

The PC and the U.S. Forest Service plan to continue to cooperate on assessing Sierra and Cascade watersheds to locate watershed degradation and erosion sources, plan and design projects to correct degraded sites, implement restoration projects, monitor the results and participate community work days and watershed educational events. The PC and the U.S. Forest Service are currently involved in multiple restoration project designs, and applying for funding for several projects and planning the next efforts.

The National Fish and Wildlife Foundation (NFWF) has established a Sierra Meadow Program intended to bring multiple stakeholders and funding sources to the restoration of meadows in the Sierra Nevada and southern Cascades. NFWF is providing funds for meadow assessment and research as well as restoration design on National Forest System lands (NFS). PC has been contracted by NFWF as one of the nonprofits available to implement the work.

For these reasons this Master Agreement is needed to organize for future Supplemental Project Agreements between the PC and the U.S. Forest Service.
Title: Sierra Nevada Meadows Restoration

I. PURPOSE

The purpose of this agreement is to document the cooperation between the parties to improve and restore meadows in the Sierra Nevada and Cascade mountains in accordance with the following provisions and any incorporated Supplemental Project Agreement(s).

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS:

It is mutually beneficial to enter into this agreement to establish a framework for the development of individual Supplemental Project Agreements (SPAs) for the parties to work together on projects to accomplish their mutual goals.

The PC and the U.S. Forest Service have the mutual mission and interest of maintaining and improving the health and function of the watersheds of the Sierra Nevada and Cascades. PC is a non-profit corporation and was founded in 1984 to promote the benefits of good land stewardship through restoration activities that result in resilient watersheds and communities in the State of California, for the common good and general welfare of the residents of said State.

The U.S. Forest Service benefits by increasing capacity to do watershed improvement work, by expanding stakeholder and general public outreach and education, and by accomplishing watershed improvement work on NFS lands.

The PC benefits by being able to accomplish its mission of improving watershed health and helping watershed stakeholders accomplish their goals.

The objectives of this cooperative effort are: to improve the watershed health by identifying opportunities to improve stream and riparian zone function and stability, forest health, fish passage, aquatic habitat, and water quality.

In consideration of the above premises, the parties agree as follows:

III. PC SHALL:

A. LEGAL AUTHORITY. PC shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

B. Work collaboratively with the U.S. Forest Service in efforts to improve the health and function of Sierra Nevada and Cascade watersheds.
C. Coordinate with the U.S. Forest Service to develop supplemental agreements as needed to facilitate watershed assessments, planning and implementation of watershed improvement projects, educational outreach efforts, and project monitoring.

D. Assist with identification and acquisition of funding sources and other resources associated with watershed improvement projects of mutual interest, including participate in grant writing and grant applications.

E. Provide grant administration, fiscal management, contract preparation and administration for projects awarded to the PC from external sources.

F. Provide stakeholder coordination, public outreach, and volunteer coordination associated with the identification, planning and implementation of watershed restoration projects as specified under project specific supplemental agreements.

IV. THE U.S. FOREST SERVICE SHALL:

A. Work collaboratively with the PC in efforts to improve the health and function of Sierra Nevada and Cascade watersheds.

B. Coordinate with PC to develop supplemental project agreements.

C. Utilize available funding sources to complete watershed assessment work, identify watershed degradation issues, help design and plan (complete NEPA as needed) restoration projects, supervise implementation of watershed restoration projects and monitoring of projects.

D. Provide grant administration, fiscal management, contract preparation and administration for projects awarded to the U.S. Forest Service from external sources.

E. Supervise on the ground construction operations when needed, make sure erosion control measures are installed, and write daily reports.

F. Provide general support to PC to facilitate meeting the requirements of grants, including providing accomplishment reports at desired intervals.

G. Participate in meeting public outreach and education efforts of the PC.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:
### Cooperator Program Contact

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Telephone</th>
<th>FAX</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jim Wilcox</td>
<td>P.O. Box 3880</td>
<td>(530) 283-3739 X 104</td>
<td>(530) 283-5465</td>
<td><a href="mailto:jim@plumascounty.org">jim@plumascounty.org</a></td>
</tr>
<tr>
<td>Gia Martynn</td>
<td>P.O. Box 3880</td>
<td>(530) 283-3739 X 107</td>
<td>(530) 283-5465</td>
<td><a href="mailto:gia@plumascounty.org">gia@plumascounty.org</a></td>
</tr>
<tr>
<td>Quincy CA 95971</td>
<td>Quincy CA, 95971</td>
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### Principal U.S. Forest Service Contacts:

<table>
<thead>
<tr>
<th>U.S. Forest Service Program Manager Contact</th>
<th>U.S. Forest Service Administrative Contact</th>
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<tbody>
<tr>
<td>Randy Westmoreland, Acting Watershed Improvement Program Manager 1323 Club Drive, Vallejo, CA 94592-1110</td>
<td>Constance Zipperer, Grants Management Specialist 1323 Club Drive Vallejo, CA 4590</td>
</tr>
<tr>
<td>Telephone: (707) 562-8955 Email: <a href="mailto:rwestmoreland@fs.fed.us">rwestmoreland@fs.fed.us</a></td>
<td>Telephone: (707) 562-9120 Email: <a href="mailto:czipperer@fs.fed.us">czipperer@fs.fed.us</a></td>
</tr>
</tbody>
</table>

#### B. AVAILABILITY FOR CONSULTATION
Both parties will make themselves available at mutually agreeable times for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.

#### C. SUPPLEMENTAL PROJECT AGREEMENTS (SPA)
Nothing in this agreement obligates either party to offer or accept any project proposals under this agreement. Any projects added to this agreement must be by mutual consent of the parties through a specific SPA.

#### D. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENCY STATUS FOR CORPORATE ENTITIES
This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement PC acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months.
preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If PC fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds PC has expended in violation of sections 433 and 434.

E. FUNDING EQUIPMENT AND SUPPLIES. Federal funding under this award/agreement is not available for reimbursement of PC purchase of equipment. Equipment is defined as having a fair market value of $5,000 or more per unit and a useful life of over 1 year. Supplies are those items that are not equipment.

F. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or PC are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To PC, at PC’s address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

G. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or PC from participating in similar activities with other public or private agencies, organizations, and individuals.

H. ENDORSEMENT. Any of PC’s contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of PC’s products or activities.

I. USE OF U.S. FOREST SERVICE INSIGNIA. In order for PC to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service’s Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.

J. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY. PC agree(s) that any of their employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as PC hereby willingly agree(s) to assume these responsibilities.
Further, PC shall provide any necessary training to PC’s employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. PC shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.

K. **MEMBERS OF U.S. CONGRESS.** Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

L. **NONDISCRIMINATION.** The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual’s income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA’s TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

M. **ELIGIBLE WORKERS.** PC shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). PC shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or SPA awarded under this agreement.

N. **STANDARDS FOR FINANCIAL MANAGEMENT.**

1. **Financial Reporting**

PC shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

2. **Accounting Records**

PC shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. **Internal Control**

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PC shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. PC shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement. PC shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.

4. Source Documentation

PC shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and subgrant/contract documents, and so forth.

O. OVERPAYMENT. Any funds paid to PC in excess of the amount entitled under the terms and conditions of a Supplemental Project Agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by PC to the U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or

- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to PC.

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

P. AGREEMENT CLOSEOUT. PC shall close out the agreement within 90 days after expiration or notice of termination.

Any unobligated balance of cash advanced to PC must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7 CFR 3016.21, 7 CFR 3019.22, or other relevant law or regulation.

Within a maximum of 90 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by PC.
If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

Q. **PROGRAM PERFORMANCE REPORTS.** PC shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output may be required if that information is useful.

- Reason(s) for delay if established goals were not met.

- Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

PC shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 30 days after the reporting period. The final performance report must be submitted either with PC’s final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

R. **RETENTION AND ACCESS REQUIREMENTS FOR RECORDS.** PC shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, “records” includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. PC shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

PC shall provide access to any project site(s) to the U.S. Forest Service or any of their authorized representatives. The rights of access in this section shall not be limited to the required retention period but shall last as long as the records are kept.

S. **FREEDOM OF INFORMATION ACT (FOIA).** Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
T. **TEXT MESSAGING WHILE DRIVING.** In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

U. **PUBLIC NOTICES.** It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. PC is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"This project was completed in partnership with the U.S. Forest Service, Department of Agriculture Tahoe National Forest."

PC may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. PC is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to the U.S. Forest Service's Office of Communications as far in advance of release as possible.

V. **PROPERTY IMPROVEMENTS.** Improvements placed by PC on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes the property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as other National Forest improvements. No part of this agreement entitles PC to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.

W. **CONTRACT REQUIREMENTS.** Any contract under this agreement must be awarded following PC's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). PC must maintain cost and price analysis documentation for potential U.S. Forest Service review. PC is/are encouraged to utilize small businesses, minority-owned firms, and women’s business enterprises.

Additionally, federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this agreement where all or part of the funding is provided with U.S. Forest Service funds. Davis-Bacon wage rates apply on all public works contracts in excess of $2,000 and Service Contract Act wage provisions apply to service contracts in excess of $2,500.
X. **GOVERNMENT-FURNISHED PROPERTY.** PC may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. PC shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

**Cooperator Liability for Government Property.**

1. Unless otherwise provided for in the agreement, PC shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies—
   a. The risk is covered by insurance or PC is/are otherwise reimbursed (to the extent of such insurance or reimbursement).
   b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of PC’s managerial personnel. PC’s managerial personnel, in this clause, means PC’s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of PC’s business; all or substantially all of PC’s operation at any one plant or separate location; or a separate and complete major industrial operation.

2. PC shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. PC shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

3. PC shall do nothing to prejudice the Government’s rights to recover against third parties for any loss, damage, destruction, or theft of Government property.

4. Upon the request of the Grants & Agreements Specialist, PC shall, at the Government’s expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.

Y. **U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA.** PC shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

Z. **NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL.** PC shall include the following statement, in full, in
any printed, audiovisual material, or electronic media for public distribution
developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of
Agriculture policy, this institution is prohibited from discriminating
on the basis of race, color, national origin, sex, age, or disability.(Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights,
Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC
20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity
provider and employer."

If the material is too small to permit the full statement to be included, the material
must, at minimum, include the following statement, in print size no smaller than the
text:

"This institution is an equal opportunity provider."

AA. REMEDIES FOR COMPLIANCE RELATED ISSUES. If PC materially fail(s) to
comply with any term of the agreement, whether stated in a Federal statute or
regulation, an assurance, or the agreement, the U.S. Forest Service may take one or
more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the
   PC or more severe enforcement action by the U.S. Forest Service;

2. Disallow (that is, deny both use of funds and matching credit for) all or part of
   the cost of the activity or action not in compliance;

3. Wholly or partly suspend or terminate the current agreement for PC’s program;

4. Withhold further awards for the program, or

5. Take other remedies that may be legally available, including debarment
   procedures under 7 CFR part 3017.

BB. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated,
in whole or part, as follows:

1. When the U.S. Forest Service and PC agree upon the termination conditions,
   including the effective date and, in the case of partial termination, the portion to
   be terminated.

2. By 30 days written notification by PC to the U.S. Forest Service setting forth the
   reasons for termination, effective date, and in the case of partial termination, the
   portion to be terminated.
If, in the case of a partial termination, the U.S. Forest Services determines that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.

Upon termination of an agreement, PC shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to PC for the United States Federal share of the non-cancelable obligations properly incurred by PC up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

CC. **ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT.** In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

DD. **DEBARMENT AND SUSPENSION.** PC shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should PC or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

EE. **MODIFICATIONS.** Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

FF. **COMMENCEMENT/EXPIRATION DATE.** This agreement is executed as of the date of the last signature and is effective for five years at which time it will expire.

GG. **AUTHORIZED REPRESENTATIVES.** By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.
The authority and format of this agreement has been reviewed and approved for signature.

Constance Zipperer  
U.S. Forest Service Grants Management Specialist  

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, gender identity, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.