

ATTACHMENT A-3

FEDERALLY FUNDED GRANTS AND REQUIREMENTS MANDATED BY FEDERAL LAWS

USDA, NRCS Partnerships for Climate-Smart Commodities Program

This funds awarded under this Contract are being used a matching funds under a subaward to the **Department** from the U.S. Department of Agriculture, Natural Resources Conservation Service Climate-Smart Commodities grant received by the New York State Department of Environmental Conservation (DEC) for the NYS Connects: Climate Smart Farms and Forests Project (Award Number NR233A750004G035) ("Federal Grant Agreement").

Contractor agrees to comply with the applicable eligibility and reporting provisions of the Federal Grant Agreement and to assist the **Department** in complying with its obligations under the Federal Grant Agreement. The Federal Grant Agreement shall be enforced and interpreted in accordance with applicable Federal laws and regulations, directives, circulars, or other guidance. The following terms and conditions of the Federal Grant Agreement are included as part of this Attachment A-3:

1. U.S. Department of Agriculture Farm Production and Conservation, General Terms And Conditions for Grants and Cooperative Agreements.
2. Partnerships for Climate-Smart Commodities Additional Specific Terms and Conditions, February 2023.

PARTNERSHIPS FOR CLIMATE-SMART COMMODITIES DATA DICTIONARY

As a recipient of funds under the Partnerships for Climate-Smart Commodity funding opportunity, the **Department** must submit certain reports to the USDA to document their performance under this Contract. An overview of the reporting requirements is included in the [Partnerships for Climate-Smart Commodities Data Dictionary for Recipients](#). To assist the **Department** in complying with its reporting obligations the **Contractor** must submit applicable data to the Department quarterly or as applicable using Form SW-7.

FEDERAL NON-DISCRIMINATION PROHIBITIONS

Recipients of Federal Funds shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person based on race, color, or national origin (42 U.S.C. § 2000d et seq.). Additional Nondiscrimination prohibitions in federal statutes, regulations, and executive orders include sex, age, disability, or limited-English proficiency.

PRODUCER ELIGIBILITY AND HIGHLY ERODIBLE LANDS AND WETLANDS COMPLIANCE

The **Contractor** is responsible for determining producer eligibility for participation in this Program. The **Contractor** must inform producers of eligibility requirements and direct them to local USDA-FSA offices for requested information as necessary, including but not limited to, farm and tract establishment and Highly Erodible Land and Wetland Compliance (HELC/WC) determinations. At a minimum, the **Contractor** will collect and review Subsidiary Print reports from participating producers to ensure that the producer is listed as "compliant" in all sections of the conservation compliance portion of the Subsidiary Print report and "certified" for AD-1026 before any payments are made to the producer. If payments to a producer span more than one Federal fiscal year, the **Contractor** will review an updated Subsidiary Print report each fiscal year to ensure the status is still compliant.

LANDOWNER REQUIREMENTS

The **Contractor** acknowledges and agrees that participating landowners will be required to comply with the following conditions:

Highly Erodible Land and Wetland Compliance

In order to demonstrate HELC/WC for Partnerships for Climate-Smart Commodities incentive payments, producers must request a copy of their Subsidiary Print report from their USDA FSA field office. The Subsidiary Print report includes print year specific eligibility related information. The producer must then provide this documentation to the District as proof of compliance. A current year Subsidiary Print report is required for each crop year that the producer received a payment, and HELC/WC eligibility information is provided under the AD-1026 and Conservation Compliance sections of the Subsidiary Print report (determined by year, which can change at any time during the year or in a subsequent year). USDA FSA field offices will not provide documentation to anyone besides the producer themselves. Producers must have control of the land for the term of their beneficiary contract.

Environmental and Cultural Resources Reviews

Participating landowners may be required to prepare an Environmental Review on USDA Form CPA-52 completed through Section O for review by USDA. The USDA may determine that additional environmental and cultural resources review is needed for any particular action under this Agreement. If site-specific review is required, the **Contractor** must not execute a funding agreement with the participating landowner prior to receipt of a CPA-52 signed by USDA.

DISCLOSURE OF PROTECTED INFORMATION

The **Contractor** agrees to comply with the USDA Farm Production and Conservation (FPAC) guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110- 246), 7 U.S.C. 8791 as described below. Responsibilities.

1. Acceptance of this grant award indicates acknowledgment and understanding that the **Contractor** is legally bound by Federal statute to comply with the provisions of Section 1619 and that the **Contractor** will not subsequently disclose information protected by Section 1619 to any individual or organization that is not directly covered by this grant award. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The **Contractor** will be held responsible should disclosure of the protected information occur.
2. Acceptance of this grant award legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the **Contractor** to comply with the provisions in Section 1619. The **Contractor** must consult with the **Department** prior to providing protected information to an entity or individual outside of the **Contractor** and as necessary to implement the program to ensure that such release is permissible.
3. The **Contractor** will use the protected information only to perform work that is directly connected to this the work under this Agreement. Use of the protected information to perform work that is not directly connected to the work under this Agreement is expressly prohibited.
4. The **Contractor** must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information to perform work under this Agreement.
5. The provisions in Section 1619 are continuing obligations. Even when individuals currently affiliated with the **Contractor** become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with these provisions.
6. The **Contractor** must notify all managers, supervisors, employees, contractors, agents, and representatives about this provision and the requirements of Section 1619. Notifications about the existence of this provision must be made to those individuals who are new to the organization and periodic notifications must be sent throughout the organization (as well as to all contractors and agents) to remind all about the ongoing and continuing requirements.
7. When the **Contractor** is unsure whether particular information is covered or protected by Section 1619, the **Contractor** must consult with the **Department** to determine whether the information must be withheld.

8. Use of the protected information for any purpose is expressly prohibited after the period of performance end date of this award. Upon the award end date, any protected information provided under this award must be immediately destroyed or returned to the **Department**. The **Contractor** must provide to the **Department** written certification that the protected information (paper copy, electronic copy, or both) has been properly destroyed, removed from any electronic storage media, or both.
9. The State Freedom of Information Law (FOIL) is superseded by Section 1619 under the Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by Section 1619 must not be released under FOIL.

10. Protected Information.

Examples of the types of information prohibited by disclosure under Section 1619 include, but are **not limited to**, the following:

- State identification and county number (where reported and where located).
 - Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information.
 - Farm, tract, field, and contract numbers.
 - Production shares and share of acres for each Farm Serial Number (FSN) field.
 - Acreage information, including crop codes.
 - All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System
 - Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner.
 - Location of conservation practices.
11. Section 1619 allows disclosure of “payment information (including payment information and the names and addresses of recipients of payments) under any USDA program *that is otherwise authorized by law*” (emphasis added). The names and payment information of producers generally may be provided to the public; however, the **Contractor** shall consult with the **Department** if there is any uncertainty as to the provision of such information.
 12. The **Contractor** may disclose the information described above pursuant to the consent of the agricultural producer or owner of the agricultural land. The participation of the agricultural producer or owner of the agricultural land in, or receipt of any benefit administered by the **Contractor**, the Department or the Secretary of Agriculture may not be conditioned on such consent of the agricultural or owner of agricultural land.
 13. Section 1619 also allows disclosure of otherwise protected information if “the information has been transformed into a statistical or aggregate form without naming any—(i) individual owner, operator, or producer; or (ii) specific data gathering cite.” The **Contractor** must consult with the **Department** as to whether specific information falls within this exception prior to relying on this exception.

14. Violations. The **Contractor** will be held responsible for violations of this provision and Section 1619. A violation of this provision by the **Contractor** may result in action by the **Department**, including termination of the underlying this Agreement.
15. Effective Period. The requirements of this provision will continue until the **Department** notifies the **Contractor** that it is no longer required based on changes in applicable Federal law.

LANDOWNER NOTICE OF DATA COLLECTION

The **Contractor** must ensure each producer has convenient access to any data collected from that producer or the producer's land and any associated modeling as part of the work completed under this Agreement. The **Contractor** must provide each producer that is receiving funding under this Agreement a description in writing of how their information, including but not limited to data about their farm and commodities, will be utilized, protected, and shared as applicable.

The **Contractor** will include the following language in the landowner funding agreements:

Landowner acknowledges and agrees that the District may collect, retain or disclose producer data ("protected information") necessary for completion of the project for which funds have been awarded to the District under the Climate Resilient Farming program. The District will use the protected information only to perform work that is directly connected to this award. The District will internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information to perform work under this award. Upon the period of performance end date of this award, any protected information provided under this award will be properly destroyed, removed from any electronic storage media, or both.

Protected Information

Examples of protected information include, but are **not limited to**, the following:

- State identification and county number (where reported and where located).
- Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information.
- Farm, tract, field, and contract numbers.
- Production shares and share of acres for each Farm Serial Number (FSN) field.
- Acreage information, including crop codes.
- All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System

- Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner.
- Location of conservation practices.