

**Determination and Findings (D&F) for an Interagency Transaction
Under the Economy Act FAR 17.502-2**

In-House

Title of Effort: Economy Act Agreement between the U.S. Army Corps of Engineers (Corps), Albeni Falls Dam, and the U.S. Forest Service, Idaho Panhandle National Forests (Forest Service), for Assistance in Management of Cultural Resources

Requesting Agency: U.S. Army Corps of Engineers, Seattle District

Requirements POC: Kara Kanaby, Archaeologist, 206/764-6857
Kara.M.Kanaby@usace.army.mil

Servicing Agency: U.S. Forest Service, Idaho Panhandle National Forest. This is a federal activity that complies with the FAR.

Description of Effort: Obtain Cultural Resources Management Service Support from the U.S. Forest Service; Idaho Panhandle National Forests

Total Estimated Cost: The task order will cost \$9,180.00.

FINDINGS

I have reviewed the requirements for cultural resources management services from the U.S. Forest Service. In accordance with the Economy Act, the Department of the Army intends to conduct an interagency transaction with the U.S. Forest Service, Idaho Panhandle National Forest:

1. The use of an interagency transaction is in the best interest of the Government.
2. The cultural resources management services cannot be obtained as conveniently or economically by contracting directly with a private source.

a. The Corps has no local qualified staff in the local commuting area that can provide the services. The Forest Service has local technical staff who are qualified to perform the work without incurring any additional cost other than labor and local vehicle mileage charges. The Forest Service staff are very familiar with the nature of the local resources that are being managed and the geographic and social conditions under which the management must take place. The Forest Service has facilities that can be provided to host public outreach and coordination functions, at no extra cost to the program. This work does not augment either Corps or Forest Service appropriations, as the agreement does not provide funding for work where the Forest Service is the party responsible for management of historic properties on Federal fee lands. Finally, this is not a wholly new acquisition; we have acquired identical services from the Forest Service under this program since 1994, and the Forest Service performance has been exemplary.

b. The supplies or services cannot be obtained as conveniently or economically by contracting directly with a private source. The District has had cooperative agreements with the Forest Service since 1994. Forest Service lands are adjacent to the project. A cost estimate using hourly rates from an expired Indefinite Delivery, Indefinite Quantity (IDIQ) contract with a

3% escalation in rates revealed that it would cost the Seattle District \$36,181.72.00 to contract out the work. If the work was to be conducted by Seattle District employees it would cost the Seattle District \$37,246.00 due to travel costs and time necessary in the field to accomplish the work. The cost estimate from the Idaho Panhandle National Forest is \$9,180.00 (Enclosure 1).

3. An *Interagency Agreement* has been prepared in accordance with DoDI 4000.19 and is attached.
4. Funding is available to pay for the support. Work performed under this Economy Act is funded jointly by the Corps and Bonneville Power Administration as part of the Federal Columbia River Power System (FCRPS) Cultural Resource Program and will be performed for the purposes of continuing required cultural resource management work in accordance with and specified under the terms and conditions of the Intertie Development and Use Programmatic Agreement, executed in 1991; the 2009 Federal Columbia River Power System System-Wide Programmatic Agreement for compliance with National Historic Preservation Act regarding FCRPS Operations at Albeni Falls Dam. The Funds Certifying Official's written concurrence is provided below, signifying that the funds cited on the Economy Act order are properly chargeable for the purposes cited in the order.
5. The servicing agency is able to provide the support. The Forest Service is a local Federal land manager who participate and retains professionally qualified cultural resources personnel to carry out cultural resource activities with the FCRPS program that includes Native American participation and consultation. There will be no contracts and only Forest Service employees will conduct the work. This determination and findings is therefore made pursuant to Department of Defense Financial Management Regulation.
6. The transaction does not conflict with any other agency's authority or responsibility.
7. A copy of the approved D&F will be provided to the non-DoD agency along with the Economy Act order.

Concurrence:

WILLIAMS.ROGE
R.DAVID.JR.1061
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Date: 2017.01.26 16:09:38 -0800'

R. David Williams
Chief, Contracting Division
U.S. Army Corps of Engineers
Seattle District

26 January 2017

Date

Siri C. Nelson

Siri Nelson
District Office of Counsel
U.S. Army Corps of Engineers
Seattle District

13 Feb 2017

Date

Robert L. Frazier

Robert L. Frazier
Funds Certifying Official
U.S. Army Corps of Engineers
Seattle District

14 FEB 2017

Date

DETERMINATION

Given the findings outlined above, in accordance with 31 U.S.C. 1535 and FAR Subpart 17.502-2, I hereby determine that it is in the best interest of the Government to place an order for Cultural Resources Management Service Support from the U.S. Forest Service; Idaho Panhandle National Forest with U.S. Forest Service, Idaho Panhandle National Forests under the authority of the Economy Act.



James J. Hearn, SES
Director, Regional Business
U.S. Army Corps of Engineers
Northwestern Division

3/24/2017

Date

Forest Service Cost Estimate

FY 2017 Budget for Statement of Services AFOS17					
TASK 1: Assistance with program planning, documentation, & review (CG mtgs)					
<i>CG Mtgs</i>	<i>Days</i>	<i>Rate</i>	<i>\$/Day</i>	<i>Total</i>	
Bigelow	2	\$722.00	\$368.00	\$1,090.00	
Dirks	0	\$-	\$-	\$-	
Total	2	\$722.00	\$368.00	\$1,090.00	
Review					
Bigelow	4	\$1,444.00	\$-	\$1,444.00	
Dirks	0	\$-	\$-	\$-	
Total	4	\$1,444.00	\$-	\$1,444.00	
TASK 2: Site condition Assessments					
Bigelow	5	\$1,805.00	\$-	\$1,805.00	
Dirks	5	\$880.00	\$184.00	\$1,064.00	
Total	10	\$2,685.00	\$184.00	\$2,869.00	
TASK 3: Assistance with on-Site inspections					
Bigelow	1	\$361.00	\$-	\$361.00	
Dirks	0	\$-	\$-	\$-	
Total	1	\$361.00	\$-	\$361.00	
TASK 4: Archaeological Site Form Assistance					
Bigelow	3	\$1,083.00	\$-	\$1,083.00	
Dirks	0	\$-	\$-	\$-	
Total	3	\$1,083.00	\$-	\$1,083.00	
TASK 5: Bearpaw Rock Study					
Bigelow	3	\$1,083.00	\$-	\$1,083.00	
Dirks	3	\$528.00	\$-	\$528.00	
Total	6	\$1,611.00	\$-	\$1,611.00	
TASK 6: Reporting					
Bigelow	2	\$722.00	\$-	\$722.00	
Dirks	0	\$-	\$-	\$-	
Total	2	\$722.00	\$-	\$722.00	
Grand Total					
Bigelow	20	\$7,220.00	\$368.00	\$7,588.00	
Dirks	8	\$1,408.00	\$184.00	\$1,592.00	
Total	28	\$8,628.00	\$552.00	\$9,180.00	

**Private Contractor Cost Estimate using expired Contract W912DW-10-D-1010
+ 3%(Negotiated Rates)**

Task 1: Attendance at quarterly FCRPS/Document Review	Days	\$/Day	Total
Experienced Specialist (includes travel time RT SEA/SPO for CG meetings)	8	\$720.40	\$5,763.20
-	-	-	-
Total	8		\$5,763.20
Task 2: Site Conditions Assessment			
Experienced Specialist (includes travel time RT SEA/SPO)	6	\$720.04	\$4,320.24
Technical Aide (includes travel time RT SEA/SPO)	6	\$337.42	\$2,024.52
Total	12	-	\$6,344.76
Task 3: Assistance with on-site Inspections			
Experienced Specialist (includes travel time RT SEA/SPO)	2	\$720.04	\$1,440.08
Total	2	-	\$1,440.08
Task 4: Archaeological Site Form Assistance			
Experienced Specialist (includes travel time RT SEA/SPO)	4	\$720.40	\$2,881.60
Total	4		\$2,881.60
Task 5: Bearpaw Rock Study			
Experienced Specialist (includes travel time RT SEA/SPO)	4	\$720.40	\$2,881.60
Technical Aide (includes travel time RT SEA/SPO)	4	\$337.42	\$1,349.68
Total	8		\$4,231.28
Task 6: Reporting			
Experienced Specialist	2	\$720.40	\$1,440.80
Total	2		\$1,440.80
Travel (airfare, car rental)			\$3,000
Per Diem (lodging, M&I)			\$5,580
Grand Total	36		\$30,681.72

Days are longer for Contractor's staff to account for travel time. Cost estimate includes travel and per diem for Contractor staff from Seattle.

Government Cost Estimate Seattle District Personnel

Task 1: Attendance at quarterly FCRPS/Document Review	Days	\$/Day	Total
Archaeologist (GS-12) (includes travel time RT SEA/SPO for CG meetings)	8	\$845.00	\$6,760.00
-	-	-	-
Total	8		\$6,760.00
Task 2: Site Conditions Assessment			
Archaeologist (GS-12) (includes travel time RT SEA/SPO)	6	\$845.00	\$4,070.00
Archaeologist (GS-11) (includes travel time RT SEA/SPO)	6	\$705.00	\$4,230.00
Total	12	-	\$9,302.00
Task 3: Assistance with on-site Inspections			
Archaeologist (GS-12) (includes travel time RT SEA/SPO)	2	\$845.00	\$1693.00
Total	2	-	\$1693.00
Task 4: Archaeological Site Form Assistance			
Archaeologist (GS-12) (includes travel time RT SEA/SPO)	4	\$845.00	\$3,380.00
Total	4		\$3,380.00
Task 5: Bearpaw Rock Study			
Archaeologist (GS-12) (includes travel time RT SEA/SPO)	4	\$845.00	\$3,380.00
Technical Aide (includes travel time RT SEA/SPO)	4	\$705.00	\$2,820.00
Total	8		\$6,201.00
Task 6: Reporting			
Experienced Specialist	2	\$845.00	\$1,693.00
Total	2		\$1,693.00
Travel (airfare, car rental)			\$2640
Per Diem (lodging, M&I)			\$5580
Grand Total	36		\$37,246.00

Days are longer for District staff to account for travel time. Cost estimate includes travel and per diem for District staff from Seattle.

**Interagency Agreement
Between
The Seattle District, U.S. Army Corps of Engineers
And
The U.S. Forest Service, Idaho Panhandle National Forests**

**Fiscal Year (FY) 2017-2022
FS Agreement No. : 17-IA-11010400-014
ACOE Agreement No. CR10-12-2016**

This Interagency Agreement (agreement) is hereby entered into by and between the Seattle District, U.S. Army Corps of Engineers (Corps), hereinafter referred to as the Corps, and the U.S. Forest Service, Idaho Panhandle National Forests, hereinafter referred to as the Forest Service under the provisions of the Economy Act of 30 June 1932 (31 U.S.C. 1535, P.L. 97-258 and 98-216).

Background. This Interagency Agreement (IA) has been prepared to provide for cooperation between the Forest Service and the Corps in management of historic properties at the Albeni Falls Dam and Pend Oreille Lake Project ("Project"), Bonner and Kootenai Counties, Idaho. The Corps requests assistance from the Forest Service in implementation of the stipulations in the *Systemwide Programmatic Agreement for the Management of Historic Properties affected by the Multipurpose Operations of Fourteen Projects of the Federal Columbia River Power System for compliance with Section 106 of the National Historic Preservation Act* (29 April 2009). The Forest Service participates in the Albeni Falls Dam Cultural Resources Cooperating Group as the Forest Service has land within the Area of Potential Effect (APE). In addition, the Forest Service is a Federal land manager located near the project area and retains professionally qualified cultural resources personnel to carry out cultural resource activities with a program that includes Native American participation and involvement. Upon signature by the Forest Supervisor and the Seattle District Engineer, the IA will facilitate routine funding and tasking of historic property management activity at the Project by Sandpoint District archaeological staff.

Table 1 shows the cost breakdown per year for a 5 year period of the IA.

Table 1: Cost Breakdown per Year and Total IA value over 5 year period.

Year 1	Year 2	Year 3	Year 4	Year 5	Total
\$9,180.00*	\$15,000	\$15,000	\$15,000	\$15,000	\$69,108

*Year 1 is less than \$15,000 as the Statement of Services does not cover the entire Fiscal Year

** See Exhibit 1

Purpose. The purpose of this agreement is to establish an efficient and economical relationship whereby the parties can negotiate, and the Corps can ultimately approve, individual Support Agreements for cultural resources related activities or services to be performed by the Forest Service on a reimbursable basis.

The Corps requests assistance from the Forest Service, specifically the Sandpoint Ranger District, concerning cultural resources specifically archaeological sites at the Project. The following assistance is needed from the Sandpoint Ranger District: (a) assistance is needed to identify archaeological sites exposed by erosion; assess site condition; obtain preliminary chronological, stratigraphic, and structural information at sites that are scheduled for National Register evaluation to criterion (b); monitor evaluation contract progress; (c) assist in monitoring for prevention of vandalism at Bearpaw Rock between Memorial Day weekend to Labor Day weekend when necessary; (d) assist in facilitating site protection actions (other than monitoring) at Bearpaw Rock; (e) carry out public education about historic properties management; (f) provide updated site information regarding any archaeological sites on Forest Service land located within the Area of Potential Effect; (g) attendance at four quarterly Albeni Falls Dam Cultural resources cooperating group meetings to report on activities and (h) attendance at the Federal Columbia River System wide biennial meeting.

Funding is supplied by the Corps to the Forest Service to supply this service which is necessary to implement stipulations in *Systemwide Programmatic Agreement for the Management of Historic Properties affected by the Multipurpose Operations of Fourteen Projects of the Federal Columbia River Power System for compliance with Section 106 of the National Historic Preservation Act*, for compliance with the National Historic Preservation Act regarding Federal Columbia River Power System Hydroelectric Operations at the Project. The Corps, within the limits of its resources, is willing to reimburse the Forest Service for such services within the period specified in this agreement upon receipt of a properly prepared billing. The Forest Service has a qualified historic properties specialist at Sandpoint Ranger District to carry out the required activities.

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

I. The Corps Shall:

A. Be responsible for the approval of Support Agreements and issuing the Notice to Proceed (NTP) to the Forest Service for work or specific phases of work to be performed under the Support Agreement(s). The Corps written approval of the Support Agreement(s) shall constitute the NTP.

B. Reimburse the Forest Service for: travel, per diem, vehicle mileage at fleet rates, salary, annual, sick and holiday leave accrual, plus benefits, for the Forest Service staff assigned to complete work under the approved Support Agreement and overhead at the current rate.

C. Subject to the availability of funds for this purpose, to provide official notice to proceed for any additional year as soon after the start of the fiscal year or as money becomes available.

II. The Forest Service Shall:

A. Upon accepting a Support Agreement and receiving a NTP from the Corps, perform the requested cultural resources work as described in the applicable Support Agreement consistent with the policies and management objectives of the Forest Service.

B. Bill the Corps monthly. Each final annual billing invoice shall be submitted during the third week of September of each year. Billings will be based on actual expenses posted on a Form AD-673 and charged against a Forest Service reimbursable account for the period covered.

C. Monitor the Forest Service reimbursable account, to ensure that the actual cost of the Support Agreement does not exceed the specified amount.

D. Overhead is assessed at 8 %. Transfer of funds to the U S Forest Service must be through an Interagency Payment and Collection System (IPAC) billing. A detailed list of charges incurred must be made available upon request.

E. Acknowledge the Corps in any reports that result from these activities.

III. IT IS MUTALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

A. **PRINCIPAL CONTACTS:** The principal contacts for this agreement are:

Forest Service Project Contact	Corps Project Contact
Elizabeth Bigelow North Zone Archaeologist Idaho Panhandle National Forest Sandpoint Ranger District 1602 Ontario Street Sandpoint, ID 83864 P: 208.443.6814 (Priest Lake Ranger District) P: 208.265.6661 (Sandpoint Ranger District) Email: Elizabethbigelow@fs.fed.us	Craig Brengle Natural Resources Manager US Army Corps of Engineers Seattle District 2376 E. Hwy 2 Oldtown, ID 83822 P:208.437.3133 (x225) Email: Craig.S.Brengle@usace.army.mil
Forest Service Fiscal Contact (Invoices)	Corps Fiscal Contact
Budget/Accounting USDA-Forest Service Albuquerque Service Center Payments-Grants and Agreements 101B Sun Avenue, NE Albuquerque, NM 87109 P: 877.687.4894	Quience Reeves Budget Analyst US Army Corps of Engineers Seattle District 2376 Hwy 2 Oldtown, ID 83822 Voice 208. 437.3133 (x213)

<p>Email: Asc_ga@fs.fed.us Notes: IPAC System (Interagency Payment and Collection System) all bills/payments for gov't to gov't agency</p>	<p>Email: quience.a.reeves@usace.army.mil</p>
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Forest Service Agreements Contact	Corps Project Alternate Contact
<p>Debi Church Grants Management Specialist Idaho Panhandle National Forest Forest Supervisor's Office 3815 Schreiber Way Coeur d'Alene, ID 83815 P: 208.765.7274 Email: dchurch01@fs.fed.us</p>	<p>Betsy Hull Natural Resources Specialist US Army Corps of Engineers Seattle District 21276 Hwy Oldtown, ID 83822 Voice 208.437.3133 (x219) Email: betsy.l.hull@usace.army.mil</p>

B. It is the intent of this Agreement that detailed Support Agreement's will be issued at the start of each Fiscal Year to identify specific activities and objectives to be accomplished. However, Support Agreements may be prepared for either an annual program of work or for specific projects and can be issued throughout the fiscal year as needed. Support Agreements may vary greatly in the level of the Forest Service's project involvement, ranging from completing project on a comprehensive basis, to being limited to restricted aspects of project activity. Either the Forest Service or Corps may prepare, propose, or counter propose or reject Support Agreements. Consultation may be as informal as the parties agree to and may vary among Support Agreements. Support Agreements may be placed on any form or document acceptable to both parties however the Support Agreement must include:

1. Specific reference to this agreement authorizing the Support Agreement.
2. Description of Cultural Resource related activities to be performed. These could include but are not limited to: site evaluation, Archaeological Resource Protection Act permitting and contract inspections for data recovery contracts on Corps lands, monitoring of sites for erosion and vandalism, or attendance at quarterly Cooperating Group meetings. Typically specify the scope of work to be performed, facilities or sites affected and any equipment/materials to be included, and describe the specifications, procedures, schedules and priorities for services, and any report requirements.
3. Description of any special conditions.
4. Reimbursable Billing information such as:
 - a. Maximum total costs liability to the Corps- \$9,180.00

- b. Corps Agreement or Instrument No. CR10-12-2016
 - c. Corps Account Data - FWI:355GF2
 - d. Corps Agency Location Code – ALC:0000 8736
 - e. Corps DUNS No. – DOD960506
 - f. Forest Service Budget Object Code - 2510
 - g. Forest Service Accounting Station - 11 0104
 - h. Forest Service Agency Location Code – 12-40-1100 FO A22
 - i. Forest Service DUNS No. 92-9332484
 - j. Forest Service Tax ID No. 72-056834
 - k. Forest Service Job Code - TBD
5. Review and signature of a Forest Service Agreements Specialist on each modification.
6. Written approval of both parties on each modification.
- C. The provisions of this Agreement apply to all Statement of Services approved under this Agreement. Any inconsistency between this IA and a Statement of Services will be resolved by giving precedence to the IA.
- D. Support Agreements may be modified by mutual consent of the parties by issuance of written modifications signed and dated by both authorized parties, prior to any new or modified work being performed.
- E. The estimated reimbursable amount identified in the Statement of Services is not to exceed that amount established annually by the Corps through their Military Interdepartmental Purchase Request (MIPR). This is a Government Order.
- F. Payment to the Forest Service will be through IPAC billing document that the ASC Financial Center will prepare. A detailed list of charges incurred will be made available upon request. The Forest Service shall bill the Corps monthly for costs incurred, based on expenditures and the Corps shall reimburse the Forest Service within 30 days of receipt of billing.

The Forest Service shall monitor costs to prevent exceeding funds available under the Support Agreement. If the Forest Service forecasts its actual costs under the Support Agreement to exceed the amount of the funds available under that Support Agreement, it shall promptly notify the Corps of the amount of the additional funds necessary to complete the work under that Support Agreement. The Corps shall either provide the additional funds to the Forest Service, or require that the scope of work be limited to that which can be paid for by the then available funds, or direct termination of the work under the Support Agreement.

Within 90 days of completing the work under a Support Agreement, the Forest Service shall conduct an accounting to determine the actual costs of the work. Within 30 days of completion of this accounting, the Corps shall provide any additional funds necessary to cover the actual costs as then known. Such an accounting shall in no way limit the Corps duty to pay for any costs, such as contract claims or other liability that may become known after the final accounting.

A detailed list of charges incurred will be made available upon request.

- G. Nothing in this agreement obligates the Corps to approve or the Forest Service to accept any Support Agreements under this Agreement.
- H. This Agreement and its Support Agreement(s) contain the entire agreement and understanding of the Forest Service and the Corps with regard to work to be performed under Support Agreements.
- I. Nothing herein shall be considered as obligating the Forest Service or the Corps to expend or as involving the United States in any contract or other obligations for the future payment of money in excess of funding approved and made available for payment under this Agreement and modifications thereto.
- J. This agreement and all documents and actions pursuant to it shall be governed by the applicable statutes, regulations, directives and procedures of the United States. Nothing herein is intended to conflict with current laws or internal directives governing the parties. If the terms of this Agreement are inconsistent with existing laws or directives of the parties, then those portions of the Agreement determined to be inconsistent shall be invalid; but the remaining terms and conditions of this Agreement shall remain in full force and effect. At the first opportunity, such changes as are deemed necessary will be accomplished either by a modification to the Agreement or by execution of a new Agreement as agreed by both parties.

K. ALTERNATE DISPUTE RESOLUTION – INTERAGENCY

For other than accounting disputes, the parties agree that, in the event of a dispute between the parties the parties shall use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. The parties agree that, in the event such measures fail to resolve the dispute, they shall refer the matter to the next level of management (i.e. the District Commander and Forest Supervisor) for resolution. Any dispute shall be elevated as necessary until such time as it is resolved.

- L. MODIFICATION. Modifications within the scope of this agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and

dated by both parties, prior to any changes being performed. Neither the Forest Service nor the Corps is obligated to fund any changes not properly approved in advance.

- M. TERMINATION. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of the Agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all noncancellable obligations properly incurred up to the effective date of termination.
- N. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through March 3, 2022 at which time it will expire.

O. 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, other parties hereto have executed this agreement as the last date written below.

NELSON.SIRI.C
.1231584605

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ou=DoD, ou=PKI, ou=USA,
cn=NELSON.SIRI.C.1231584605
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22 MARCH 2017

SIRI NELSON, CENWS Office of Counsel
U.S. Army Corps of Engineers
Seattle District
As to form.

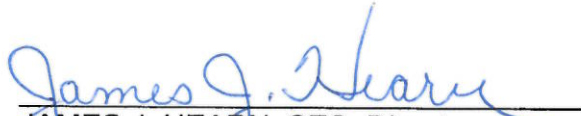
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ou=USA, cn=WILLIAMS.ROGER.DAVID.JR.1061049114
Date: 2017.03.23 08:31:03 -07'00'

R. DAVID WILLIAMS, Chief
CENWS Contracting Division
U.S. Army Corps of Engineers
Seattle District

Date



JAMES J. HEARN, SES, Director,
Regional Business, U.S. Army Corps of Engineers
Northwestern Division

3/24/2017

Date

MARY FARNSWORTH, Forest Supervisor
USDA, Forest Service
Idaho Panhandle National Forests

Date

The authority and format of this Agreement has been reviewed and approved for signature.

DEBI CHURCH,
Forest Service Grants Management Specialist

Date

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.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.