

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**AMERICAN REGISTRY OF PROFESSIONAL ANIMAL SCIENTISTS**  
**AND THE**  
**U.S. DEPARTMENT OF AGRICULTURE**  
**NATURAL RESOURCES CONSERVATION SERVICE**

This Memorandum of Understanding (MOU) is entered into between the American Registry of Professional Animal Scientists (ARPAS) and the U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS).

**I. BACKGROUND**

NRCS is responsible for providing technical assistance to land owners and operators in protecting soil, water, and related resources under the provisions of Title XII of the Food Security Act of 1985, as amended, 16 U.S.C. 3801 et seq., and other applicable legislation. This legislation authorizes NRCS to cooperate with various Federal agencies, State and local governments, nongovernmental organizations, and individuals in order to carry out its responsibilities and further the conservation mission of NRCS on private lands in a voluntary, scientifically-based manner.

In addition to the technical assistance available from NRCS, USDA conservation program participants have the option of obtaining conservation technical assistance from individuals certified as Technical Service Providers by NRCS.

Section 2701 of the Farm Security and Rural Investment Act of 2002, Public Law 107-171, May 13, 2002, (2002 Farm Bill) amended Section 1242 of the Food Security Act of 1985 to require the Secretary to provide technical assistance under Title XII of the Act to a program participant "directly, or ... through a payment ... for an approved third party, if available."

Section 1242 also requires the Secretary to establish a system for approving individuals and entities to provide technical assistance to carry out programs under this title including criteria for the evaluation of providers or potential providers of technical assistance.

ARPAS is a 501(c)(6) organization. ARPAS certifies professional expertise of qualified individuals in the animal sciences based on various levels of education and experience, including certifications for Professional Animal Scientist (PAS) and Registered Animal Specialist (RAS).

## II. PURPOSE

The purpose of this MOU is to establish a general framework for cooperation between ARPAS and NRCS for the purpose of recommending individuals for possible NRCS certification. Through this MOU, ARPAS may submit recommendations to NRCS of individuals who meet the ARPAS certification program standards, and NRCS may consider such individuals for certification as technical service providers. It is the intent of both parties that this cooperative effort shall be for the mutual benefit of each party as well as program participants who wish to avail themselves of technical services provided by certified Technical Service Providers.

This MOU recognizes that a person who has met the standards set by ARPAS and is certified as a PAS, RAS, or Board Certified meets the NRCS performance proficiencies for providing conservation assistance in the technical service category of Feed Management.

This MOU will mutually benefit NRCS and ARPAS an opportunity for professionals (PAS, RAS, or Board Certified) recommended by ARPAS to become certified by NRCS as a Technical Service Provider. This will assist NRCS in carrying out its mission of providing quality conservation technical assistance to its customers.

NRCS will place those recommended individuals whom it certifies as Technical Service Providers on the approved list to provide technical assistance to USDA conservation program participants, thereby expanding their scope of services to existing and future clientele.

## III. RESPONSIBILITIES

### A. ARPAS will:

1. Provide a written assurance to NRCS that the certified PAS, RAS, or Board Certified individuals that it recommends for certification as a Technical Service Provider meet the minimum NRCS performance proficiencies for providing conservation assistance in the technical service category of Feed Management;
2. Establish and maintain a registry of individuals who meet the ARPAS qualifications to provide conservation technical assistance in the technical service category identified in A.1. The registry will include a list of services each individual is qualified to provide. The registry will contain the following information:
  - a) Name of individual
  - b) Company (if applicable)
  - c) Address
  - d) Phone and fax numbers, and e-mail address if applicable
  - e) Skill area(s)
  - f) Service area(s)

- g) Expiration date of qualification under PAS, RAS, or Board Certified
  - h) ARPAS as the recommending organization;
3. Annually record recommended individuals' efforts to satisfy continuing education requirements in order to maintain certification under PAS, RAS, or Board Certified.
    - a) Each individual who wishes to remain on the registry is required to receive appropriate training in feed management to maintain skill levels at least once every three years; and
    - b) The registry will indicate the deadline that each individual must receive training. Updates indicating the date training was last received will be submitted in accordance with their continuing education cycle dates;
  4. Update all information on its registry annually, or more frequently if necessary, and provide this information to NRCS in a timely manner;
  5. Remove individuals from the registry who do not maintain required levels of training within the three-year timeframe or who are found to be providing substandard assistance from its registry and immediately notify these individuals and NRCS;
  6. Notify recommended members in a timely manner when technical and programmatic materials are available from NRCS to ensure that the highest quality of conservation technical assistance is available;
  7. Upon request and with agreement from all parties involved, provide NRCS with a list of courses a PAS, RAS, or Board Certified individual used to fulfill continuing education requirements;
  8. Inform members that all providers to be certified by NRCS must complete a Certification Agreement as a condition of their certification by NRCS as a Technical Service Provider;
  9. Inform members certified as Technical Service Providers by NRCS that they are subject to the same annual quality reviews as NRCS employees; and
  10. Inform members that, if certified as Technical Service Providers by NRCS that they cannot legally certify completed cost shared practices for payment. Only NRCS employees have the legal authority to do so.

B. NRCS will:

1. Advise ARPAS of the knowledge, skills, and proficiencies an individual will need to possess to qualify for Technical Service Provider designation for each of the technical service categories identified in this MOU;
2. Ensure that the ARPAS standards for recommending individuals meet NRCS performance proficiency criteria for the technical service categories covered by this MOU;
3. Provide ARPAS with access to current program information and appropriate technical reference documents for use by Technical Service Providers. Such documents will include manuals and standards and specifications for appropriate conservation practices;
4. Provide the approved list of Technical Service Providers to USDA offices;
5. Assist in suggesting training opportunities for ARPAS members, provide training materials when available, and serve as a resource when practicable; and
6. Notify ARPAS and remove Technical Service Providers from the approved list through the decertification process if it is determined that the Technical Service Provider has failed to meet the terms and conditions of the Certification Agreement.

C. Both Parties will:

Meet as requested by either party to review progress and discuss methods of improving this process.

**IV. GENERAL PROVISIONS**

- A. This MOU takes effect upon the signature of NRCS and ARPAS and shall remain in effect for 5 years from the date of execution unless amended or terminated as set forth herein. This MOU may be extended or amended upon written request of either NRCS or ARPAS and the subsequent written concurrences of the other. Either NRCS or ARPAS may terminate this MOU with a 30-day written notice to the other.
- B. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.
- C. Termination of this agreement will not affect individuals certified as Technical Service Providers by NRCS. Certified individuals will continue to be listed on

the approved list of Technical Service Providers in accordance with the terms and conditions of their certification.

- D. NRCS and ARPAS and their respective officers will handle their own activities and utilize their own resources, including expenditures of their own funds in pursuing the purposes of this MOU. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
- E. None of the information in this MOU shall obligate either USDA or ARPAS to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of USDA and ARPAS will require execution of separate agreements and be contingent upon the availability of funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
- F. Employees of NRCS shall participate in efforts under this MOU solely as representatives of the United States. To this end, they shall not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of, ARPAS. They also shall not assist ARPAS with efforts to lobby Congress, or to raise money through fund-raising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with ARPAS concerning future employment and shall refrain from participation in efforts regarding such parties until approved by the agency.

## V. TECHNICAL AND ADMINISTRATIVE CONTACTS

### A. ARPAS

Richard R. Frahm  
Executive Vice President  
201 Spickard Street  
Phone: (540) 961-1780  
Fax: (540) 961-1790  
e-mail address: [rrfrahm@adelphia.net](mailto:rrfrahm@adelphia.net)

### B. NRCS


Lawrence E. Clark  
Deputy Chief for Science and Technology  
Post Office Box 2890, Room 5006 South Building  
Washington, DC 20013-2890  
Phone: (202) 720-4630  
Fax: (202) 720-7710  
e-mail: [lawrence.clark@usda.gov](mailto:lawrence.clark@usda.gov)

**VI. AUTHORITY**


NRCS enters into this agreement under the authority of section 1242 of the Food Security Act of 1985, 16 U.S.C. 3842.

**VII. APPROVAL**


The undersigned parties hereby agree to the terms and conditions specified above.

  
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**BRUCE I. KNIGHT**  
Chief  
Natural Resources Conservation Service

7/1/04  
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DATE

  
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**KENNETH R. CUMMINGS**  
President  
American Registry of Professional Animal Scientists

7/20/04  
\_\_\_\_\_  
DATE

  
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**RICHARD R. FRAHM**  
Executive Vice President  
American Registry of Professional Animal Scientists

7/30/04  
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DATE